City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, December 11, 2019

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 19-609 Approve the Agenda for the Regular meeting of December 11, 2019, as presented or with amendments.

Attachments: 12-11-19 Short Agenda ADA.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 19-612 Presentation to Councilmember Koss for the completion of the FHWA Bikeway Selection Guide Workshop on November 6, 2019. (Mayor Williams)

Attachments: Koss Certificate of Completion.pdf

III.2 19-613 Proclamation: Presented to Shane Austin Layman, who completed his Eagle Project at the Community Garden in Cocoa. (Mayor Williams)

Attachments: Proclamation-Shane Austin Layman.pdf

III.3 19-648 Recognition of the Cocoa Youth Athletics Flag Football Super Bowl Champions, ages 5 & 6. (Deputy Mayor Goins)

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. REPORTS:

V. CONSENT AGENDA:

V.1 19-391 Approve a letter of support committing to a Municipal Services Capital Contribution Agreement between the City of Cocoa and Brevard Public Schools, subject to, and for the purposes of obtaining a grant from the Florida Department of Economic Opportunity (DEO) Florida Job Growth Grant Fund for the Brevard Adult Education Career and Technical Education Center. Should the Grant be Awarded, Staff will return to City Council to Accept the Revenue and prepare the appropriate FY2020 Budget Adjustments. (Community Services Director)

Attachments: Career and Technical Center Support Letter 2019.pdf
JOB Growth Grant proposal Brevard Adult Ed 2019.docx
florida-job-growth-grant-fund-workforce-training-form.pdf
042318 Minutes.pdf

V.2 19-511 Request approval of new agreement between the City of Cocoa and Nationwide Retirement Solutions for the 457(b) Plan to add new ProAccount Program for employees. (Administrative Services Director)

Attachments: 190109 Nationwide ProAccount Agreement City Edits Updated 10.9.19- Clean \

V.3 19-552 Award Bid No. B-20-05-COC Transfer Pump #3 VFD Replacement to CE Power Solutions, LLC, Tampa, FL. (Utilities Director)

Attachments: B-20-05-COC Completed Sign in Sheet (002).pdf
B-20-05-COC Tabulation Sheet (002).pdf
B-20-05-COC Notice of Award Transfer Pump #3 VFD 12.11.19.doc
ITB-20-05-COC _SOW_Bid Form_Bidder Acknowledgement.pdf

V.4 19-575 Approve Participation in a Cooperative Purchasing Agreement with Goodson Paving, Inc., Cocoa, Florida, utilizing Brevard County Bid No. B-4-19-07, Concrete Sidewalk, Curb and Gutter, effective January 14, 2019 through January 13, 2022; Approve Participation in a Cooperative Purchasing Agreement with Goodson Paving, Inc., Cocoa, Florida, utilizing Brevard County Bid No. B-4-18-50, Asphaltic Concrete, effective June 21, 2019 through June 20, 2020. (Public Works Director)

Attachments: Brevard County Bid No. B-4-18-50 Asphaltic Concrete.pdf
Brevard County Bid No. B-4-19-07 Concrete Sidewalk, Curb and Gutter.pdf
Goodson Paving Pricing Brevard County Bid B-4-18-50 Asphaltic Concrete.pdf
Goodson Paving Pricing Brevard County Bid B-4-19-07 Concrete.pdf

V.5 19-576 Approve Fiscal Year 2020 Funds to Cover Remaining Costs Associated with Fiscal Year 2019 Purchase Order 74422 and Authorize City Manager to Approve Related Purchase Order for $77,355. (Utilities Director)

Attachments:
Inv_2392_from_CONNECT_CONSULTING_INC._8108.pdf
Inv_2411_from_CONNECT_CONSULTING_INC._21292.pdf
Inv_2435_from_CONNECT_CONSULTING_INC._13320.pdf
Agenda 19-39.pdf
PO 74422.pdf
Shawn Weston Email to Finance 10.30.19.pdf

V.6 19-590 Council Approval to submit costs associated with the named storm event Hurricane Dorian to the Florida Division of Emergency Management for potential reimbursement, and to approve a resolution authorizing the City Manager or Finance Director to sign any contracts and amendments related to these reimbursements. (Finance Director)

Attachments:
Resolution 2019-108: Hurricane Dorian Authorization.docx
Presidential Disaster Declaration.pdf
Hurricane Dorian - Brevard County Disaster Declaration Notice.pdf

V.7 19-594 Authorize Change Order #1 to C&D Construction for the Day Slips and T-Dock Project #ES17HI in the amount of $53,981.71 and approve the Resolution amending the total construction budget and authorizing the City Manager to approve additional change orders or additional service contracts related to the project in an amount not to exceed $40,000. (Public Works Director)

Attachments:
RFP #1- Add $3,243.98 - Underground.xlsx
RFP #2- Deduct $1,000.00 - Change depth from 3' to 2' on Utility.xlsx
RFP #3- Add $2,359.31 - Demo Asphalt.xlsx
RFP #4- Deduct $35,288.18 - Electrical Bollards deduct - Revised- 12419.xlsx
RFP #5- Add $67,950.75 - Electrical wire add - Revised- 12419.xlsx
RFP #6- Add $16,715.85 - Electrical Add GFCI.xlsx
Res Proj Contingency - Day Slips and T-Dock at Lee Wenner

V.8 19-607 Approve Amendment No. 1 to Task Order 2019-09 with Carollo Engineers Inc., Orlando, Florida, for the Influent Pump Station and Transfer Pump Rehabilitation Project (portions of the Flow Improvements Project) at the Jerry Sellers Water Reclamation Facility, Project No.WS16SF. (Utilities Director)

Attachments:
2019.11.22_TO9_Cocoa_Influent Pump Station_Amendment[4].pdf
P.O. 74875 (Carollo).pdf

V.9 19-611 Approve a Budget Resolution Amending the Fiscal Year 2020 budget using General Fund Contingency, to replenish account 001-1600-513.49-00 Other Charges and Obligations. (Administrative Services Director)

Attachments: Budget Resolution FY 2020.docx

BAF 20-017 -GO-Other Charges and Oblig (12-11-19) Agenda 19-911.pdf

V.10 19-622 Approve entering into a co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $106,739.00, plus a 10% contingency of $10,673.90 for a total of $117,412.90, using Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to reline various sized pipes on Barbara Jenkins Street and approve City Manager authority to approve the related purchase order. (Public Works Director)

Attachments: Granite Notice of Award.pdf

Granite Proposal.pdf

Bid 17-326 Notice of Bid Page.pdf

V.11 19-623 Approve the donation of four ballistic canine vests by Streamlight, Inc. to the City of Cocoa for use at the Cocoa Police Department. (Chief of Police)

VI. PUBLIC HEARINGS:

VI.1 19-599 Ordinance No. 14-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (Community Services Director)

Attachments: Ord 14-2019 Rezoning (Batch 1).pdf

Exhbit A - Cox Rd Rezone Map (Batch 1).pdf

Map for Cox Rd Rezoning (all parcels).pdf

Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf

VI.2 19-600 Ordinance No. 15-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of four (4) parcels totaling 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (Community Services Director)

Attachments: Ord 15-2019 Rezoning (Batch 2).pdf
Exhibit A - Cox Rd Rezone Map (Batch 2).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf

VI.3 19-601 Ordinance No. 16-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (Community Services Director)

Attachments: Ord 16-2019 Rezoning (Batch 3).pdf
Exhibit A - Cox Rd Rezone Map (Batch 3).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf

VI.4 19-602 Ordinance No. 18-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District). (Community Services Director)

Attachments: Ord 18-2019 Rezoning (Batch 5).pdf
Exhibit A - Cox Rd Rezone Map (Batch 5).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf

VI.5 19-603 Ordinance No. 19-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District). (Community Services Director)

Attachments: Ord 19-2019 Rezoning (Batch 6).pdf
Exhibit A - Cox Rd Rezone Map (Batch 6).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf

VI.6 19-604 Ordinance No. 20-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District). (Community Services Director)

Attachments: Ord 20-2019 Rezoning (Batch 7).pdf
Exhibit A - Cox Rd Rezone Map (Batch 7).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf

VI.7 19-605 Ordinance No. 21-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District). (Community Services Director)

Attachments: Ord 21-2019 Rezoning (Batch 8).pdf
Exhibit A - Cox Rd Rezone Map (Batch 8).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf

VI.8 19-606 Ordinance No. 22-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District). (Community Services Director)

Attachments: Ord 22-2019 Rezoning (Batch 9).pdf
Exhibit A - Cox Rd Rezone Map (Batch 9).pdf
Map for Cox Rd Rezoning (all parcels).pdf
Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf

VI.9 19-631 Ordinance No. 24-2019 / 1st Reading: Annexing approximately 139.23 acres of real property located in unincorporated Brevard County (as shown in Exhibit "A") into the City of Cocoa in accordance with Chapter 171 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code.

Attachments:
- Annexation Ord 24-2019 with Exhibit A.pdf
- Exhibit B - Annexation Report.pdf
- Exhibit C - Letter to Brevard County.pdf
- Exhibit D - Receipt of Certified Letter (signed).pdf
- Exhibit E - Pre-Annex Agmt and Petitions (signed).pdf
- Exhibit F - Notification to property owners.pdf
- Exhibit G - No Registered Electors on Property to be Annexed.pdf
- Legal Ad Proof - Annexation - Canaveral Heights.pdf

VI.10 19-634 Ordinance No. 25-2019/ 1st Reading: Approval of a ZONING TEXT AMENDMENT consistent with Appendix A, Zoning, Article XXI, amending Appendix A, Article XI, Section 22 of the zoning ordinance of the City of Cocoa to allow the Single Story Commercial building type on a certain property within the Waterfront Sub-district of the Cocoa Waterfront Overlay District and amending the maximum lot depth from 300 feet to 400 feet for properties eligible for the Single Story Commercial building type. (Community Services Director)

Attachments:
- 25-2019 Ordinance re Single Story Commercial Building Type.pdf
- Exhibit A - CWOD Map (ord 25-2019) 11-27-19.pdf
- Location Map.jpg
- Legal Ad #1 Proof - Text Amend CWOD.pdf

VI.11 19-643 Ordinance No. 23-2019/2nd and Final Reading: Regarding amending Chapter 14 of The Code of The City of Cocoa to Establish Civil Penalties for the Possession of Cannabis (Marijuana) for Amounts under Twenty (20) Grams and Possession of Drug Paraphernalia; Setting Forth Penalties and Enforcement Responsibilities for a Violation of this Code. (City Attorney)

Attachments:
- Ordinance No. 23-2019.pdf
- Legal Ad OrderConf.pdf

VII. COUNCIL BUSINESS:

VII.1 19-578 Approve the requested 2020 street closures in association with the proposed Special Events. (Assistant To the City Manager/Public Relations Specialist)

VII.2 19-595 Consider the appointment of one of the following applicants as a member of the Sustainability Advisory Committee: Ms. Kaylyn Palmer, Ms. Cynthia Castro, or Mr. Jeffrey Myron. (Administrative Services Director)

Attachments:
Palmer Board application.pdf
Palmer Consideration letter.pdf
Castro Board application.pdf
Castro Consideration Letter.pdf
Myron Board application.pdf
Myron Consideration letter.pdf
Sustainability Advisory Committee.pdf

VII.3 19-596 Consider the appointment of Mr. Dan Quattrocchi as a Regular member of the Board of Adjustment, through May 2022, Ms. Patricia Weeks as 1st Alternate, and Ms. Marisol Soto-Lanza as 2nd Alternate. (Administrative Services Director)

Attachments:
Quattrocchi Board application.pdf
Weeks Board application.pdf
Soto-Lanza Board application.pdf
Quattrocchi Consideration letter.pdf
Soto-Lanza Consideration.pdf
Weeks Consideration.pdf
BOA Roster.pdf

VII.4 19-597 Consider the Appointment of Ms. Kimberly Curtis and Mr. Vinnie Richardson as 1st and 2nd Alternates to the Code Enforcement Board. (Administrative Services Director)

Attachments:
Curtis Board application.pdf
Richardson Board application.pdf
Curtis Consideration letter.pdf
Richardson Consideration letter.pdf
Code Enforcement Board Roster.pdf

VII.5 19-598 Consider the Appointment of Ms. Ariel Glass as the 1st Alternate to the Planning & Zoning Board. (Administrative Services Director)

Attachments:
Glass Board application.pdf
Glass Consideration letter.pdf
P & Z Roster.pdf

VII.5 19-608 City Council Liaison Appointments and Appointment of the Florida League of Cities Voting Delegate and Alternate for 2020. (Administrative Services Director)

Attachments: Council Liaison LIsting 2019.pdf

VII.6 19-665 City Council direction for an extension request from Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017. This agreement conditionally provides a reduction of the code enforcement liens associated with 408 Kentucky Ave., 1115 Broadmoor Dr., 1057 Mitchell St., 401 N Carolina Ave., 1102 Broadmoor Dr., and 300 N Varr Ave., to $0 providing BACRAP complies with the conditions set forth in the agreement. (Community Services Director)

Attachments: Attachment A - 12_15_17 Code Enforcement Lien Reduction Agreement.pdf

Attachment B - Letter from City to BACRAP.pdf

Attachment C -BACRAP request for extension letter.pdf

VII.7 19-624 Confirm the Mayor's Reappointment of Ms. Marian Jackson as a Regular member of the Housing Authority of the City of Cocoa through December 31, 2023. (Administrative Services Director)

Attachments: 11_26_19 Intent to Reapply.pdf

Housing Authority Roster.pdf

VII.8 19-629 Consideration of a donation application for the Sister City's Sharing Space Together Program. (Administrative Services Director)

Attachments: 11_2019 Sharing Space Together_ Sister City.pdf

VIII. CITY BUSINESS:

VIII.1 19-561

Approve Resolution No. 2019-106 authorizing the execution of a Section 108 Contract for Loan Guarantee Assistance under Section 108 of the Housing and Community Development Act of 1974, as amended, pledging appropriate Non-Ad Valorem Revenues for payment of principal and interest, and authorizing the Mayor, City Manager, and City Attorney to execute the Contract, Note, and any related documents pertaining to the Section 108 Loan Guarantee Assistance. Approve Budget Resolution 20-021-A1 recognizing the $894,000 in debt proceeds that will be utilized to fund the Dr. Joe Lee Smith Community Center and Budget Amendment #20-021-A2 that will be utilized to fund the transfer from General Fund to the Section 108 Fund for the credit subsidy fee related to the loan. (Community Services Director)

Attachments:
- Contract_CocoaFl_Draft_06212019_DebtServiceReserve_Draft for City_11222(
- RESOLUTION NO 2019-106.docx
- Section 108 Loan repayment schedule v3.pdf
- Budget Resolution FY 2020.docx
- BAF 20-021-A1-CS-HUD Loan Debt Proceeds Dr JLS Center (12-11-19) Agend
- BAF 20-021-A2-CS-HUD Loan Subsidy Fee (12-11-19) Agenda 19-561.pdf

VIII.2 19-615

Award Bid #20-08-COC Cocoa Riverfront Park Promenade Improvements to the lowest most responsible and responsive bidder Canaveral Construction Co. for $958,709 as the lowest most responsible and responsive bidder and Authorize the City Manager to negotiate the related contract. Authorize the City Manager to issue a Purchase Order in the amount of $958,709 to Canaveral Construction Co. Approve a Resolution authorizing the City Manager to issue Change Orders up to $74,200 related to the Project Contingency. Approve BAF #20-018-A and a Budget Resolution Amending the FY20 Budget to re-budget the revenue for the previously awarded FIND Grants. (Public Works Director)

Attachments:
- B 20-08-COC_Bid Summary_Award Notification_NTP.pdf
- B-20-08-COC Tabulation Sheet.pdf
- B-20-08-COC Bid Opening Sign In Sheet.pdf
- Resolution Contigency.docx
- Budget Resolution FY 2020.docx
- BAF 20-018-Find Grant Rev (12-11-19)~ Agenda 19-615.pdf

VIII.3 19-632 Approve the removal of an oak tree in the right-of-way adjacent to 4034 Pinyon Drive with a replacement oak tree to be planted at Bracco Pond. (Community Services Director)

Attachments: 4034 Pinyon Dr Pictures.pdf
Tree removal letter - 4034 Pinyon Dr.pdf
Tree report - 4034 Pinyon Dr.pdf
Legal Ad #2 Proof - DA and 2 Trees.pdf
Location Map.jpg

VIII.4 19-633 Approve the removal of an oak tree in the right-of-way adjacent to 2340 W. Sherwood Circle with a replacement oak tree to be planted at Bracco Pond. (Community Services Director)

Attachments: Photos - 2340 W. Sherwood Cir.pdf
Tree removal letter - 2340 W. Sherwood.pdf
Tree Report - 2340 W Sherwood Cir.pdf
Legal Ad #2 Proof - DA and 2 Trees.pdf
Location Map.jpg

VIII.5 19-642 Approve Ordinance No. 26-2019 regarding Local Vendor Preference on First Reading. (Finance Director)

Attachments: Ordinance 26-2019 Local Preferences.pdf

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 19-554 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 10/31/2019.

Attachments: PO Monthy Report to City Council 10.01.19 thru 10.31.19.pdf

IX.2 19-630 General and Police Pension Board Annual Reports for Informational purposes only. (Administrative Services Director)

Attachments: 9-30-19 Cocoa General Employees (quarterly report).pdf
Burgess Chambers & Associates, Inc- Police Pension Investment Summary.pdf
Cocoa General and Police - Pension Plans' investment activity reports for FY18·
COCOA MASTER STMT - FY18-19..pdf
Investment Report for FY 18-19- Cocoa Police...pdf

X. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	19-609	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/19/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of December 11, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-11-19 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 19, 2019
Agenda Date: December 11, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of December 11, 2019, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of December 11, 2019, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: December 11, 2019
Time: 6:00 p.m.
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval Of Agenda And Minutes:

1. Agenda: Regular Meeting of December 11, 2019 (19-609)

2. Minutes: N/A

III. Awards and Presentations:

1. Presentation to Councilmember Koss for the completion of the FHWA Bikeway Selection Guide Workshop on November 6, 2019. (19-612). (Mayor Williams)

2. Proclamation: Presented to Shane Austin Layman, who completed his Eagle Project at the Community Garden in Cocoa. (19-613). (Mayor Williams)

3. Recognition of the Cocoa Youth Athletics Flag Football Super Bowl Champions, ages 5 & 6. (19-648). (Deputy Mayor Goins)

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:

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3. Award Bid No. B-20-05-COC Transfer Pump #3 VFD Replacement to CE Power Solutions, LLC, Tampa, FL. (19-552). (Utilities Director)

4. Approve Participation in a Cooperative Purchasing Agreement with Goodson Paving, Inc., Cocoa, Florida, utilizing Brevard County Bid No. B-4-19-07, Concrete Sidewalk, Curb and Gutter, effective January 14, 2019 through January 13, 2022; Approve Participation in a Cooperative Purchasing Agreement with Goodson Paving, Inc., Cocoa, Florida, utilizing Brevard County Bid No. B-4-18-50, Asphaltic Concrete, effective June 21, 2019 through June 20, 2020 (19-575). (Public Works Director)

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6. Approval to submit costs associated with the named storm event Hurricane Dorian to the Florida Division of Emergency Management for potential reimbursement, and to approve a resolution authorizing the City Manager or Finance Director to sign any contracts and amendments related to these reimbursements. (19-590). (Finance Director)

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VI. Public Hearings:

1. Ordinance No. 14-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (19-599). (Community Services Director)

2. Ordinance No. 15-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of four (4) parcels totaling 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (19-600). (Community Services Director)

3. Ordinance No. 16-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from

Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (19-601). (Community Services Director)

4. Ordinance No. 18-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District). (19-602). (Community Services Director)

5. Ordinance No. 19-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District). (19-603). (Community Services Director)

6. Ordinance No. 20-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District). (19- 604). (Community Services Director)

7. Ordinance No. 21-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District). (19-605). (Community Services Director)

8. Ordinance No. 22-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District). (19-606). (Community Services Director)

9. Ordinance No. 24-2019 / 1st Reading: Annexing approximately 139.23 acres of real property located in unincorporated Brevard County (as shown in Exhibit “A”) into the City of Cocoa in accordance with Chapter 171 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code. (19-631). (Community Services Director)

10. Ordinance No. 25-2019/ 1st Reading: Approval of a ZONING TEXT AMENDMENT consistent with Appendix A, Zoning, Article XXI, amending Appendix A, Article XI, Section 22 of the zoning ordinance of the City of Cocoa to allow the Single Story Commercial building type on a certain property within

the Waterfront Sub-district of the Cocoa Waterfront Overlay District and amending the maximum lot depth from 300 feet to 400 feet for properties eligible for the Single Story Commercial building type. (19-634). (Community Services Director)

11. Ordinance No. 23-2019/2nd and Final Reading: Regarding Amending Chapter 14 of The Code of The City of Cocoa to Establish Civil Penalties for the Possession of Cannabis (Marijuana) for Amounts under Twenty (20) Grams and Possession of Drug Paraphernalia; Setting Forth Penalties and Enforcement Responsibilities for a Violation of this Code. (19-643). (City Attorney)

VII. Council Business:

1. Approve the requested 2020 street closures in association with the proposed Special Events. (19-578). (Assistant to the City Manager/Public Relations Specialist)

2. Consider the appointment of one of the following applicants as a member of the Sustainability Advisory Committee: Ms. Kaylyn Palmer, Ms. Cynthia Castro, or Mr. Jeffrey Myron. (Administrative Services Director). (19-595). (Administrative Services Director)

3. Consider the appointment of Mr. Dan Quattrocchi as a Regular member of the Board of Adjustment, through May 2022, Ms. Patricia Weeks as 1st Alternate, and Ms. Marisol Soto-Lanza as 2nd Alternate. (19-596). (Administrative Services Director)

4. Consider the Appointment of Ms. Kimberly Curtis and Mr. Vinnie Richardson as 1st and 2nd Alternates to the Code Enforcement Board. (19-597). (Administrative Services Director)

5. City Council Liaison Appointments and Appointment of the Florida League of Cities Voting Delegate and Alternate for 2020. (19-608). (Administrative Services Director)

6. Seek Council direction for extension request from Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017. This agreement conditionally provides a reduction of the code enforcement liens associated with 408 Kentucky Ave., 1115 Broadmoor Dr., 1057 Mitchell St., 401 N Carolina Ave., 1102 Broadmoor Dr., and 300 N Varr Ave., to $0 providing BACRAP complies with the conditions set forth in the agreement. (19-665). (Community Services Director)

7. Confirm the Mayor's Reappointment of Ms. Marian Jackson as a Regular member of the Housing Authority of the City of Cocoa through December 31, 2023. (19-624). (Administrative Services Director)

8. Consideration of a donation application for the Sister City's Sharing Space Together Program. (19-629). (Administrative Services Director)

VIII. City Business:

1. Approve Resolution No. 2019-106 authorizing the execution of a Section 108 Contract for Loan Guarantee Assistance under Section 108 of the Housing and Community Development Act of 1974, as amended, pledging appropriate Non-Ad Valorem Revenues for payment of principal and interest, and authorizing the Mayor, City Manager, and City Attorney to execute the Contract, Note, and any related documents pertaining to the Section 108 Loan Guarantee Assistance. Approve Budget Resolution 2020- recognizing the $894,000 in debt proceeds that will be utilized to fund the Dr. Joe Lee Smith Community Center. (19-561). (Community Services Director)

2. Award Bid #20-08-COC Cocoa Riverfront Park Promenade Improvements to the lowest most responsible and responsive bidder Canaveral Construction Co. for $958,709 as the lowest most responsible and responsive bidder and Authorize the City Manager to negotiate the related contract. Authorize the City Manager to issue a Purchase Order in the amount of $958,709 to Canaveral Construction Co. Approve a Resolution authorizing the City Manager to issue Change Orders up to $74,200 related to the Project Contingency. Approve BAF #20-018-A and a Budget Resolution Amending the FY20 Budget to re-budget the revenue for the previously awarded FIND Grants. (19-615). (Public Works Director)

3. Approve the removal of an oak tree in the right-of-way adjacent to 4034 Pinyon Drive with a replacement oak tree to be planted at Bracco Pond. (19-632). (Community Services Director)

4. Approve the removal of an oak tree in the right-of-way adjacent to 2340 W. Sherwood Circle with a replacement oak tree to be planted at Bracco Pond. (19-633). (Community Services Director)

5. Approve Ordinance No. 26-2019 regarding Local Vendor Preference on First Reading. (19-642). (Finance Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 10/31/2019. (19-554). (Finance Director)

2. General and Police Pension Board Annual Reports for Informational purposes only. (19-630). (Administrative Services Director)

X. Reports:

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

XI. Adjournment:

XII. Notice To The Public:

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.

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

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

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

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

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

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

Legislation Details (With Text)

File #:	19-612	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/21/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Presentation to Councilmember Koss for the completion of the FHWA Bikeway Selection Guide Workshop on November 6, 2019. (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Koss Certificate of Completion.pdf				

Date	Ver.	Action By	Action	Result

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Certificate of Training

Florida Local Technical Assistance Program

Lorraine Koss

has successfully completed

FHWA Bikeway Selection Guide Workshop

and has earned 7 PDHs for this training

Completion Date: November 6, 2019

Florida LTAP Manager
Dr. Cong Chen

Provider #0008061

Florida LTAP Director
Dr. Pei-Sung Lin

65 Stone Street
Cocoa, FL 32922

City of Cocoa

Legislation Details (With Text)

File #:	19-613	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	11/21/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Proclamation: Presented to Shane Austin Layman, who completed his Eagle Project at the Community Garden in Cocoa. (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proclamation-Shane Austin Layman.pdf				

Date	Ver.	Action By	Action	Result

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PROCLAMATION

WHEREAS, *Shane Austin Layman is in the 10th grade and attends Viera High School, he joined scouting in 2015; and*

WHEREAS, *Shane is a member of Scouts BSA Troop 720 sponsored by the La Paz Children Outreach Community Church; and*

WHEREAS, *Shane completed the Eagle Scout Board of Review and earned his Eagle Scout Badge on November 20, 2019; and*

WHEREAS, *he spearheaded and completed his Eagle Scout project which consisted of adding six planter beds, a walkway, and a table for the Diamond Square Community Garden on Peachtree Street in Cocoa, Florida; and*

WHEREAS, *the project entailed a combined total of 369.5 hours with 36 volunteers over multiple weekends to cut the lumber, construct the planter beds and table, weed the existing planter beds, build the walkway, and clean up the entire site.*

NOW, THEREFORE, *I, Mayor Jake Williams Jr., on behalf of the City Council of the City of Cocoa, Florida, do hereby recognize and extend our sincere congratulations to Shane Austin Layman for having achieved the status of Eagle Scout, an honor to him and to those to have guided him, with best wishes for a bright future.*

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 11th of December, 2019.*

CITY OF COCOA CORPORATE SEAL FLORIDA

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	19-648	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/4/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Recognition of the Cocoa Youth Athletics Flag Football Super Bowl Champions, ages 5 & 6. (Deputy Mayor Goins)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	19-391	**Version:**	1	**Name:**	Brevard Adult Education Career and Technical Educational Center
Type:	Report			**Status:**	Consent Agenda
File created:	8/9/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Approve a letter of support committing to a Municipal Services Capital Contribution Agreement between the City of Cocoa and Brevard Public Schools, subject to, and for the purposes of obtaining a grant from the Florida Department of Economic Opportunity (DEO) Florida Job Growth Grant Fund for the Brevard Adult Education Career and Technical Education Center. Should the Grant be Awarded, Staff will return to City Council to Accept the Revenue and prepare the appropriate FY2020 Budget Adjustments. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Career and Technical Center Support Letter 2019.pdf JOB Growth Grant proposal Brevard Adult Ed 2019.pdf florida-job-growth-grant-fund-workforce-training-form.pdf 042318 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2019
Agenda Date: August 28, 2019
Prepared By: Samia Singleton, Economic Development Specialist
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a letter of support committing to a Municipal Services Capital Contribution Agreement between the City of Cocoa and Brevard Public Schools, subject to, and for the purposes of obtaining a grant from the Florida Department of Economic Opportunity (DEO) Florida Job Growth Grant Fund for the Brevard Adult Education Career and Technical Education Center. Should the Grant be Awarded, Staff will return to City Council to Accept the Revenue and prepare the appropriate FY2020 Budget Adjustments.

BACKGROUND:

In 2017, Governor Rick Scott established the Florida Job Growth Grant Fund to fund public infrastructure and workforce training that would provide Floridians with transferable, sustainable workforce skills. In 2019-20, the Florida Department of Economic Opportunity (DEO) will be able to provide $40 million for projects that focus on rapidly developing a highly skilled workforce and on infrastructure initiatives that attract businesses, create jobs and promote economic growth. The DEO is now accepting proposals aimed at growing infrastructure and aimed at developing a highly-skilled

workforce.

In June 2019, the unemployment rate for Brevard County was 3.5%. However, a substantial portion of the workforce in Cocoa remains unemployed. According to an ESRI report, in 2017 the Cocoa estimated unemployment rate was 8.9%. According to the U.S. Census Bureau, in 2016 the Cocoa Unemployment rate was 14.4% with a 4.1% margin of error. Barriers to employment are high school education attainment and lack of supplemental entry level certified training programs. The larger unemployment rate in Cocoa correlates with the lower education attainment rates, leading to a need for workforce preparedness training. A prepared workforce is an essential element necessary to attract economic development projects, which in turn builds our tax base and reduces the burden of government.

In addition, an alarming trend developing in our region is a mismatch between the level of skills that workers possess and the skills that businesses need. The long-term negative impacts of this “skills gap” on workers, families, businesses, governments and the economy are potentially profound and far-reaching.

The 2015 City of Cocoa Economic Base Analysis, completed by the Balmoral Group, ascertained Cocoa is in a prime position, with its proximity to major interstates, ports and metropolitan areas, to attract new employers and expand its economic base. In addition, the Economic Base Analysis determined that the City should focus recruitment and expansion efforts on the targeted sectors of trade, transportation and warehousing/logistics/distribution, specifically those that serve the existing manufacturing base (both traditional and evolving), and refrigerated storage.

Brevard Adult Education Career and Technical Education Center

The Brevard Adult Education Career and Technical Education Center is a planned career and technical education training center in Brevard County. The center will be constructed on a 13-acre parcel of the 41.17-acre campus of the Clearlake Education Center located at 1225 Clearlake Road in Cocoa, Florida. Establishment of the Brevard Career and Technical Training Center will facilitate delivery of a comprehensive workforce-training program for adult learners in a state of the art facility. Career and technical training will focus on specific job skills, careers and/or trades, such as logistics, pre-apprenticeships and Information Technologies (IT). Additionally, the vocational training will focus on practical applications of skills learned through hands-on training thus providing a link between education and the world of work. Specific and targeted adult career and technical training will assist in building a pipeline of qualified candidates who are prepared to take a high-paying, skilled job immediately. Graduates of the career and technical education center will have an advantage over informally trained job seekers as they will have the opportunity, through their training, to earn industry certifications demonstrating the skills needed to successfully perform a specific, skilled occupation.

On April 23, 2018, at the Budget Workshop a consensus was made among Council to agree to the recommendation made by the City Manager to support the Training Center through the Assigned Economic Development Catalyst Funds. The City provided a letter of support, committing to a Municipal Services Capital Contribution Agreement between the City of Cocoa and Brevard Public Schools, which provided for:

- A one-time City of Cocoa construction capital grant and permitting fee assistance of up to $100,000 as a total contribution.
- An annual operating subsidy of $10,000 from the City of Cocoa.

- In kind marketing services from the City of Cocoa and Brevard Public Schools to co-market and promote the Training Center.
- Up to 25% of the students would be Cocoa residents, having a residency of at least 12 months. If this goal cannot be met, the operating subsidy commitment, would still remain in force.
- Cocoa students would have a first right to participate in both the full time and or part time programs at the Training Center.
- Cocoa residents will receive a full or partial scholarship from the School to cover tuition, on a formula and scoring criteria basis (to be structured).

Subsequently, the Brevard Adult Education Department of Brevard Public Schools prepared and submitted a detailed 2018-19 Florida Job Growth Grant Fund application to the DEO for the Center for $1.4 million for the construction and equipping of the Training Center. Approximate total project costs are $2 million. Unfortunately, DEO did not award Brevard Adult Education's application for the Training Center.

Brevard Adult Education intends to resubmit its application to DEO for the 2019-20 Florida Job Growth Grant Fund and requests the City provide another letter of support, committing to a Municipal Services Capital Contribution Agreement, which provides for:

- A one-time City of Cocoa construction capital grant and permitting fee assistance of up to $100,000 as a total contribution.
- An annual operating subsidy of $10,000 from the City of Cocoa with an initial commitment of two 5-year terms, subject to annual performance reviews.
- In kind marketing services from the City of Cocoa and Brevard Public Schools to co-market and promote the Training Center.
- Up to 25% of the students would be Cocoa residents, having a residency of at least 12 months. If this goal cannot be met, the operating subsidy commitment, would still remain in force.
- Cocoa students would have a first right to participate in both the full time and or part time programs at the Training Center.
- Cocoa residents will receive a full or partial scholarship from the School to cover tuition, on a formula and scoring criteria basis (to be structured).

STRATEGIC PLAN CONNECTION:

The purpose of this project is to provide jobs and build Cocoa's economic competiveness by preparing Adult Education students with training and certifications necessary to qualify for living wage jobs that meet the needs of our target industries. The City of Cocoa 2016 Strategic Plan specifically addressed this need, in addition to identifying the following issues, goals and objectives:

Economic Development

- To recruit a highly qualified workforce that is reflective of the community they represent.
- Foster a skilled workforce to serve Cocoa Business, Industry and Institutions.

Fiscal Sustainability

- The City's need to develop a financially sustainable revenue base through business retention

and expansion.

Community Development

- The City's need to raise the quality of life for all its residents, especially those most vulnerable and disadvantaged.

BUDGETARY IMPACT:

The Municipal Services Capital Contribution Agreement between the City of Cocoa and Brevard Public Schools would provide for:

- A one-time City of Cocoa construction capital grant and permitting fee assistance of up to $100,000 as a total contribution.

- An annual operating subsidy of $10,000 from the City of Cocoa with an initial commitment of two 5-year terms, subject to annual performance reviews.

The 5-Year Capital Improvement Plan includes the one-time City of Cocoa construction capital grant and permitting fee assistance for $100,000, in the FY 2021 Infrastructure Account 001-3205-559.63-00.

(Should the Grant be awarded in FY 2020, City staff will return to City Council to accept the grant funding and budget the revenue and expenditures to the appropriate general ledger accounts).

PREVIOUS ACTION:

On April 23, 2018, at the Budget Workshop a consensus was made among Council to agree to the recommendation made by the City Manager to support the Training Center through the Assigned Economic Development Catalyst Funds.

RECOMMENDED MOTION:

Approve a letter of support committing to a Municipal Services Capital Contribution Agreement between the City of Cocoa and Brevard Public Schools, subject to, and for the purposes of obtaining a grant from the Florida Department of Economic Opportunity (DEO) Florida Job Growth Grant Fund for the Brevard Adult Education Career and Technical Education Center. Should the Grant be Awarded, Staff will return to City Council to Accept the Revenue and prepare the appropriate FY2020 Budget Adjustments.

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City Manager's Office
65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8686 I Fax: (321) 433-8690

August 14, 2019

The Honorable Ron DeSantis
Governor of Florida
The Capitol
400 South Monroe Street
Tallahassee, Florida 32399-0001

RE: Brevard Adult Education Career and Technical Education Center - Florida Job Growth Grant Fund-Workforce Development Grant

Dear Governor DeSantis,

The City of Cocoa enthusiastically supports the establishment of the Brevard Adult Education Career and Technical Education Center, through a grant from the Florida Job Growth Grant Fund. A dedicated career and technical training facility that educates, certifies, and secures employment for adult students will be an empowering element enabling our residents and our businesses to thrive.

The establishment of a Career and Technical Education Center is consistent with and meets all of the City's Strategic Planning Objectives to "Foster a Skilled Work Force". In the 2015 City of Cocoa Economic Base Analysis completed by the Balmoral Group, it was noted that Cocoa's location, with its proximity to major interstates, ports and metropolitan areas, is in prime position to attract new employers and expand its economic base. Surveys of investment, supply chain and site selection experts recommended that a key sector focus for the City of Cocoa would be trade, transportation and the warehousing/logistics/distribution sectors. Specifically those that serve our existing manufacturing base.

A substantial portion of Cocoa's workforce remains unemployed despite increasing business interest and investment in the area. Low high school education attainment, and lack of supplemental entry level certified training programs continue to be barriers to employment. There is a persistent and growing mismatch between the level of skills that workers possess and the skills businesses require. The long-term negative impacts of this "skills gap" on workers, families, and businesses in Cocoa and Brevard County are potentially profound and far reaching. The creation of a Career and Technical Education Center in Cocoa is a critical component of economic competitiveness, growth, and vitality for the City of Cocoa and the Space Coast region.

The City is seeking a financial commitment from its City Council. If approved the City would enter into a Memorandum of Understanding (MOU) with Brevard Public Schools (BPS) to fund a

significant portion of this project. The MOU would outline the following terms and conditions to be included in a capital contribution agreement with the City of Cocoa:

- A one-time City of Cocoa construction capital grant and permitting fee assistance of up to $100,000 as a total contribution.

- An annual operating subsidy of $10,000 from the City of Cocoa with an initial commitment of two 5-year terms, subject to annual performance reviews.

- In kind marketing services from the City of Cocoa to co-market and promote the Logistics Training Center.

- Up to 25% of the students would be Cocoa residents, having a residency of at least 12 months. If this goal cannot be met, the operating subsidy commitment, would still remain in force.

- Cocoa students would have a first right to participate in both the full time and or part time programs at the Training Center.

- Cocoa residents will receive a full or partial scholarship from the School to cover tuition, on a formula and scoring criteria basis (to be structured).

The City seeks to enrich the quality of life for its unique and diverse community through various economic and community development strategies. This grant is an important opportunity for the Florida Department of Economic Opportunity Job Growth Fund, Brevard Public Schools and the City of Cocoa to make a significant human capital investment and foster greater economic resiliency.

Please contact me if you need additional information about the City of Cocoa or have questions regarding support of the School Board's application.

Sincerely,

John A. Titkanich, Jr., AICP, ICMA-CM
City Manager

Florida Job Growth Grant Fund
Workforce Training Grant Proposal

Entity Information:

Name of Entity: Brevard Public Schools Department of Adult & Community Education
Federal Employer Identification Number: 59-6000522003

Contact Information:

Primary Contact Name: Jeffery Arnott
Title: Director of Adult and Community Education, Brevard Public Schools
Mailing Address: 1225 Clearlake Road, Cocoa, Florida 32922
Phone Number: (321) 633-3660 ext. 198
Email: Arnott.jeffery@brevardschools.org

1. **Program Requirements:**

A. Provide the title and a detailed description of the proposed workforce training:
Title: **Brevard Adult Education Career and Technical Training Program**
Description: Construction of the **Brevard Adult Education Career and Technical Education Center,** by Brevard Public Schools, will enable the public school district to establish a career and technical education training center in Brevard County. The center will be constructed on a 13-acre parcel of the 41.17-acre campus of the Clearlake Education Center located at 1225 Clearlake Road in Cocoa, Florida. The school campus, owned by the Brevard Public School district, is geographically located in the central region of the 73-mile long county. It is less than one mile from the Eastern Florida State College Cocoa Campus, facilitating ease of collaboration and articulation between entities. Establishment of the Brevard Career and Technical Training Center will facilitate delivery of a comprehensive workforce-training program for adult learners in a state of the art facility. Career and technical training will focus on specific job skills, careers and/or trades, such as logistics, pre-apprenticeships and Information Technologies (IT) to benefit industries in the Workforce Region 13. Additionally, the vocational training will focus on practical applications of skills learned through hands-on training thus providing a link between education and the world of work. Specific and targeted adult career and technical training will assist in building a pipeline of qualified candidates who are prepared to take a high-paying, skilled job immediately. Graduates of the career and technical education center will have an advantage over informally trained job seekers as they will have the opportunity, through their training, to earn industry certifications demonstrating the skills needed to successfully perform a specific, skilled occupation.

B. Describe how this proposal supports programs at state colleges or state technical centers:

Brevard Public Schools (BPS) and Eastern Florida State College (EFSC) have a long and successful relationship. This program will directly support EFSC's established Career and Technical student learning outcomes. Each of the EFSC Career and Technical programs have student learning outcomes that are assessed, and associated data are reported during the Fall, Spring, and Summer terms. Articulation between BPS and EFSC will enable mutual support, as adult students complete workforce training through the Brevard Career and Technical Training program. Students will be prepared for the rigor of EFSC programs such as Associate of Science (AS) degree, Post-Secondary Adult Vocational (PSAV) training, College Credit Certificate (CCC), and pre-apprenticeships/full-apprenticeships in areas that lead to industry certifications. Adult learners completing the specialized vocational programs through the Brevard Career and Technical Center will be equipped to not only continue with programs at EFSC, but any other state college or state technical center programs offered throughout the state.

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C. Describe how this proposal provides participants transferable, sustainable workforce skills applicable to more than a single employer:

Major employers in this area include the Canaveral Port Authority (all cruise and cargo operations), Kennedy Space Center, Orlando and Melbourne airports, multiple building contractors, Brightline/Florida East Coast Industries, Walmart logistics warehouses, Health First, Steward Health Care, and many other retailers, hoteliers, builders, and manufacturers. Having a viable adult education career and technical program that provides learners with first-hand industry equipment experiences, pre- and full- apprenticeship opportunities and industry certification will develop a highly qualified workforce with improved literacy skills and credentials such as logistics, manufacturing, welding, and IT services. These students will have enhanced communication and literacy skills that will successfully transfer in the workplace. In addition, they will have worked toward a job-related certification or credential. For example, students can earn a General Educational Development (GED) while gaining industry credentials in logistics. By working collaboratively with area businesses, these skills will match the positions that are available at warehouses, industries, wholesalers/retailers, shipping ports, train depots and airports in and around Brevard County. According to Career Source Brevard's *4 Year Comprehensive Plan (2016-2020)*, the skills needed to meet employment needs in the logistics industry include "training and education in information technology, logistics software, and knowledge of distribution and transportation." This program will address those needs.

D. Does this proposal support a program(s) that is offered to the public? **Yes**

E. Describe how this proposal is based on criteria established by the state colleges and state technical centers:

The Brevard Career and Technical Program is based on criteria that is established by Florida's state colleges and vocational/technical centers for confirming of degrees, certificates, and industry credentials. Because Brevard Public Schools Adult & Community Education department is part of the district public school system it is accredited and follows Florida's state curriculum frameworks for all courses and credits offered to students. As such, this career and technical program will continue to follow state criteria for all diplomas, degrees, and certifications offered to students. In addition, this center will collaborate with Career Source Brevard and the local Economic Development Commission. The vocational training program will emphasize the Workforce Innovation Opportunity Act (WIOA) requirements, such as providing post-secondary options for students, progress monitoring, and integrated educational programs with both literacy and employability skills thus, enhancing and expanding career pathways and Florida's PSAV Career and Professional Education (CAPE) certification credentials.

F. Does this proposal support a program(s) that will not exclude unemployed or underemployed individuals? **Yes**

G. Describe how this proposal will promote economic opportunity by enhancing workforce training. Please include the number of jobs anticipated to be created from the proposed training. Further, please include the economic impact on the community, region, or state and the associated metrics used to measure the success of the proposed training:

The economic impact of this proposal will result in positive growth both directly and indirectly. For example, according to Florida Today newspaper, Port Canaveral is poised to spend $18 million on the first phase of a cargo berth project that will help provide facilities for the commercial space industry. This project is part of a $78.96 million master plan that will unfold over the next 30 years. The overall estimate for the 30-year growth plan of Port Canaveral is $1.15 billion with over 1100 new jobs created. Hundreds of jobs will need filling as the master plan unfolds, which includes new cruise and container terminals, a new liquidized natural gas facility, and an upgraded cargo facility. The impact on the local community and the residents of Brevard County will demonstrate the need to prepare its citizens for the jobs skills necessary to succeed in these growing industries. **The Return on Investment** in a career and technical

education training center will occur through the **Multiplier Effect**. The multipliers in the region of the eastern portion of Central Florida will cause increases in jobs, sales, output, income, and/or value added (VAM). Many industries are already poised to multiply, or increase, the economy of the region. The **total effect** of an adult career and technical education facility in a growing region where none currently exists will have many outcomes. By tailoring training programs with the demands of growing local industries, Brevard's career and technical education program will cause an increase in a highly-skilled and credentialed workforce, aligning student training to industry employability skills. In terms of Multipliers, **total effect** has three main parts: **direct, indirect**, and **induced effects**. The **direct effects** will be the immediate employment impacts associated with the training of hundreds of workers in targeted local industries. Logisticians, cargo and freight agents, and workers engaged in the production and movement of materiel will be in high demand as the Space Coast advances in manufacturing, logistics, and technology. Businesses will see increased productivity and efficiency because marginal costs will be lower and output will be greater with highly-skilled employees. The benefits of enhanced productivity have the potential to be captured by employers in the form of higher profits and increased competitiveness. The **indirect effects** are the increased employment linkages created by or resulting from the initial industry. For example, as a cargo center or warehouse operation grows, an increased demand for truck drivers, trucks, mechanics, clerks and fuel will result. Therefore, other industries that supply goods and services to the expanding industries grow. Brevard Adult Education and Career Source Brevard will continually monitor the potential workforce needs of these growing industries. In addition, the **induced effects,** also known as the "*ripple effect,*" throughout the area will give rise to higher wages commensurate with employee skill levels and result in greater consumer discretionary incomes. With increased availability of discretionary income, sectors of the local economy, such as restaurants, real estate, construction, retailers, and even recreational outlets benefit. Training adults to succeed in the workplace is a multiplier for both the workers and for all sectors of the economy. The **metrics** used to measure the success of the training will be technical skills achievement rate of 97 percent (obtaining a certificate or industry recognized credential) and a placement rate of 95 percent. Economic measures such as the number of applications for government assistance and the overall unemployment rate will decrease as a result of providing workforce training.

2. Additional Information:

A. Is this an expansion of an existing program? **No**

B. Does the program align with Florida's Targeted Industries?
Yes, this program proposal aligns with Florida's Targeted Industries, especially in the areas of **Global Logistics/Transportation/Distribution** and **IT/InfoTech.** This is a key industry that will support the region's **Manufacturing**, **Aviation, Aerospace and IT** sectors**.**

C. Does the proposal align with an occupation(s) on the Statewide Demand Occupation List and/or the Regional Demand Occupation List? **Yes.** This program aligns with occupations identified on the Statewide and Regional Demand occupation lists such as:

i. **Logistician (High Skill/High Wages Occupations)**
ii. **Transportation, Storage, and Distribution Managers**
iii. **First Line Supervisor of Material-Moving Vehicle Operators**
iv. **Cargo and Freight Agent**
v. **Helpers-Production Workers (Forklift and Dock Workers)**

D. Indicate how the training will be delivered (e.g., classroom-based, computer-based, other):
Training will be delivered in a blended program environment where some students may attend ABE or GED classes, if needed, in addition to their career and technical education program courses. Each student's program will be designed to meet the needs of the individual student, ensuring a path to success. In this way, this facility and program will connect Adult General Education students to a post-secondary technical training program/career pathways. The facility will have training equipment and technology labs to complete the necessary hands-on portion of their industry certification. Labs will be designed to mimic environments found in industry. The program will make use of business partnerships to obtain industry credentials for students in a short period of time, thus saving employers' training costs.

E. Indicate the number of anticipated students and completers:
The number of anticipated enrolled students and completers will be in cohorts of 35, advancing through the program in a quarterly system. Once the building is complete and the program is fully established, it is to serve an estimated 140 students at a time, annually producing approximately 65-70 completers, year after year. The completion rate target is 95 percent.

F. Indicate the length of the program (e.g. quarters, semesters, weeks, etc.), included anticipated beginning and ending dates:

The length of the programs will be in quarters roughly aligned to traditional school semesters. Upon completion of the construction of the training center, the anticipated start date for students will begin in the Fall of 2019 and the end date for the first cohort will be May of 2020, depending on the hours required for each specific program.

G. Describe the plan to support the sustainability of the proposal:

Support provided through Florida's Job Growth grant will cover the startup funding needed to begin the career and technical education program. The City of Cocoa, a major partner, has committed their on-going support by offering a subsequent annual operating costs contribution of $10,000, plus in-kind marketing where the City and Brevard Public Schools will work to promote the program by way of websites, social media and other publications and promotions. Beyond the initial startup, the training program will be a sustainable part of the Brevard Public Schools Department of Adult & Community Education operational budget. The career and technical education training facility will be utilized by the adult education program to provide industry certifications and create highly skilled workers. Currently, the adult education program in Brevard serves approximately 2500 students annually, who are obtaining adult high school diplomas, GED's, industry certifications and PSAV certificates. An adult education career and technical training center, which Brevard Public Schools does **not** currently have, will integrate education programs to serve the needs of both local students and employers. The school district will maintain the facility and the program will be staffed by well-qualified instructors who are background checked, screened and vetted through established BPS Human Resource hiring policies. The instructors will integrate curriculum with career and technical **bridge programs**, bridging their courses to collaborative career pathways with other technical and college programs. Students will pay modest fees, and the program will be maintained by the experience and quality control of Brevard Public Schools as part of their Adult Education Program.

H. Identify any certifications, degrees, etc. that will result from the completion of the program. Please include the Classification of Instructional Programs (CIP) code if applicable.

Brevard Adult Education program will work with adult learners enrolled in the career and technical program to provide concurrent opportunities for

individuals who need adult high school diplomas or GED's. Completion of the vocational training program will enable adult learners to earn PSAV industry certifications such as **Global Logistics Associate** (Florida CAPE Industry Certification Code AMSTL003), **Professional Designation in Supply Chain Management** (Florida CAPE Industry Code AMSTL004), **MSSC Certified Logistics Technician** (Florida CAPE Industry Code MSSCN002), and **Pre-Apprenticeship Certificate Training** (CAPE Code HBINS002). The CIP code is 165202301 (Transportation and Logistics). We will also train students in forklift and OSHA credentials.

I. Does this project have a local match amount?

Yes. This project has a $100,000 local match amount from the council members of the **City of Cocoa** that represents a 5.8 percent investment in the total construction cost of the facility. The City of Cocoa is a major partner with the Brevard Adult & Community Education department and together share a vested interest in the economic development of its businesses and citizens. The vocational training center will be located within the city limits of Cocoa and as such will become a vital part of its infrastructure. The City of Cocoa will be committed to this project and its goals through a Municipal Services Agreement for a construction capital contribution and permitting fee assistance ($100,000 total contribution) and subsequent annual operating costs contribution ($10,000), plus in-kind marketing where the City and Brevard Public Schools will work to promote the center. Another partner is **Career Source Brevard**. Career Source Brevard is an in-kind partner pledged to assist with job placement and alignment of employability skills with job openings in the area. These entities have a collective commitment to supporting people in need of education, training and job-skills enhancement, such as those displaced by Hurricanes Irma and Maria. The **School Board of Brevard County** is contributing the land valued at $39,500 for the construction of the new, first of its kind, adult career and technical training facility and will make additional in-kind contributions such as providing maintenance, coverage of utilities, and employment of qualified staff to provide instruction in career and technical training.

J. Provide any additional information or attachments to be considered for the proposal: Attached to this proposal are letters of interest demonstrating support of this project from:

- Career Source Brevard
- Space Coast Economic Development Commission
- The City of Cocoa, Florida
- Knight's Armament
- Representative Tyler Sirois

- Senator Dorthey Hukill

3. Program Budget:

Estimated Costs and Sources of Funding: Include all applicable workforce training costs and other sources available to support the proposal.

A. **Workforce Training Projects Costs:**

1)	Equipment	$ 186,450
2)	Personnel	$ 60,000
3)	Facilities	$ 1,500,000
4)	Tuition	$ 0
5)	Training Materials	$ 70,184
6)	Other (specify):	
	i. Land value BPS	$ 39,500
	ii. Logistics Cert. testing fees	$ 5250
Total Project Costs:		$ 1,871,384

B. **Other Workforce Training Project Funding Sources:**

1)	City/County	$ 100,000
2)	Private Sources	$ 0
3)	Other (specify): in-kind land donation	$ 39,500
Total Other Funding:		$ 139,500

Total Amount Requested: $ 1,731,884

C. **Budget Narrative:** Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding, how equipment purchases will be associated with the training program, if applicable, and any other pertinent budget-related information.

1) Equipment ($186,450)- all equipment will be used by students and instructors in training facility and programs. **See below:**

- Logistics training equipment/supplies to include but not limited to tools, cartons, bubble wrap/foam, labels, tape, tape dispensers, gloves, fasteners, shrink wrap, banding equipment, printers, ink, paper, etc.- $500
- Organizational/storage systems for supplies- $500
- Shelving units- $6000
- Flammable Storage Cabinet- $500

- Locking security cabinet- $1500
- Cart- $200
- Roller conveyors- $1400
- Straddle crane- $5000
- Expand-a-gate- $250
- Hand trucks- $300
- Hydraulic work benches- $5000
- Forklift truck- $40,000
- Electric Hoist- $3000
- Self-dumping hopper- $3000
- Rolling Ladder- $2000
- Slings- $100
- Pallet truck- $600
- Compact electric pallet truck- $5000
- Entrance mats- $150
- Blower- $200
- Fan- $150
- Industrial floor scrubber- $4000
- Wire cage-$1500
- Scales- $500
- Emergency shower and eye wash- $1200
- Bookcases- $1000
- Lateral file cabinets- $2700
- File cabinet desks- $2000
- Aluminum pallets- $1200
- Nesting pallets- $100
- Rack system- $3000
- Transport drone system- $10,000
- Rolling laptop/technology cart- $400
- Inventory management software system with scanners- $30,000
- Platform truck- $300
- Computer lab- $30,000
- Presentation equipment- $3500
- Classroom set-up- $10000
- Security system for the new facility- $ 10000

Total for equipment cost: $186,450

2) Personnel ($60,000): This includes the salary of the career and technical instructors and all fringe benefits, such as social security payments.

3) Facilities ($ 1,500,000): Expenditures to construct a 7,500 square foot logistics training building to be located on the property of Brevard County School Board at 1225 Clearlake Road in Cocoa, Florida. This estimated cost of building this new facility includes all construction costs for a building that will house:
    - **i.** a classroom to seat 35 students
    - **ii.** a computer lab for 35 students
    - **iii.** a climate controlled storage room
    - **iv.** a simulated warehouse for hands-on training.

   It will take approximately one to two years to have the facility built and equipped with the training equipment needed to conduct the programs.

4) Tuition ($0): We do not anticipate that there will be a tuition cost associated with the establishment of the facility; however, modest fees at the state-approved rates for continuing education will be charged to students in the programs once construction of the facility is completed.
5) Training Materials ($70,184): Staff members training in curriculum and instruction to ensure the most up-to-date, research-based best practices in adult career and technical education. Additionally, this will cover the purchase of all materials to be used by staff and students in the logistics training program. **See appendix for detailed list.**
6) Other ($5250): Brevard Adult Education is requesting start-up funds to cover the cost of certification examinations for the first-year student cohort as the program becomes established. The cost of the logistics industry examination is approximately $75 per student. The targeted enrollment for the first year cohort is 70 students (70 X 75 = $5250).
7) Other Funding Sources ($100,000): The City of Cocoa, Florida has pledged a match of $100,000 to assist in the construction of the facility. This includes, but is not limited to, infrastructure such as installation of utilities, zoning/permitting, and construction related costs.
8) Private Sources/Other Sources ($0): No additional sources of finances are budgeted for this job growth training facility project.

Timing and steps necessary to obtain funding: By having the School Board of Brevard County Florida and the City of Cocoa approve in advance to expend the Workforce Training Grant Fund, Brevard Adult and Community Education will be able to expend funds upon receipt of award notification. As soon as award notification has been received, purchase order requests will be made to order the building materials and equipment needed to build the facility. The facility should be completed and ready for student enrollment by either August 2020 or January 2021.

4. Approval and Authority:

A. Approval of the **Brevard County School Board** must be obtained, as well as the approval of the **City of Cocoa, Florida.**

B. Schedules:

i. The schedule of upcoming meetings for the year 2018 for the Brevard County School Board is:

1. August 13 5:30 p.m.
2. August 27 5:30 p.m.
3. Sept. 10 5:30 p.m.
4. Sept 24 5:30 p.m.
5. Oct. 10 5:30 p.m.
6. Oct. 29 5:30 p.m.
7. Nov. 19 5:30 p.m.
8. Dec. 17 5:30 p.m.

ii. The School Board of Brevard County can hold a special meeting with 2 days' notice.

C. Attached please find evidence of delegation of authority for Brevard County Schools to execute this proposal.

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

ENTERPRISE FLORIDA®

I, the undersigned, do hereby certify that I have express authority to sign this proposal on behalf of the above-described entity.

Name of Entity: Brevard Public Schools

Name and Title of Authorized Representative: Desmond Blackburn, Ph.D. Superintendent

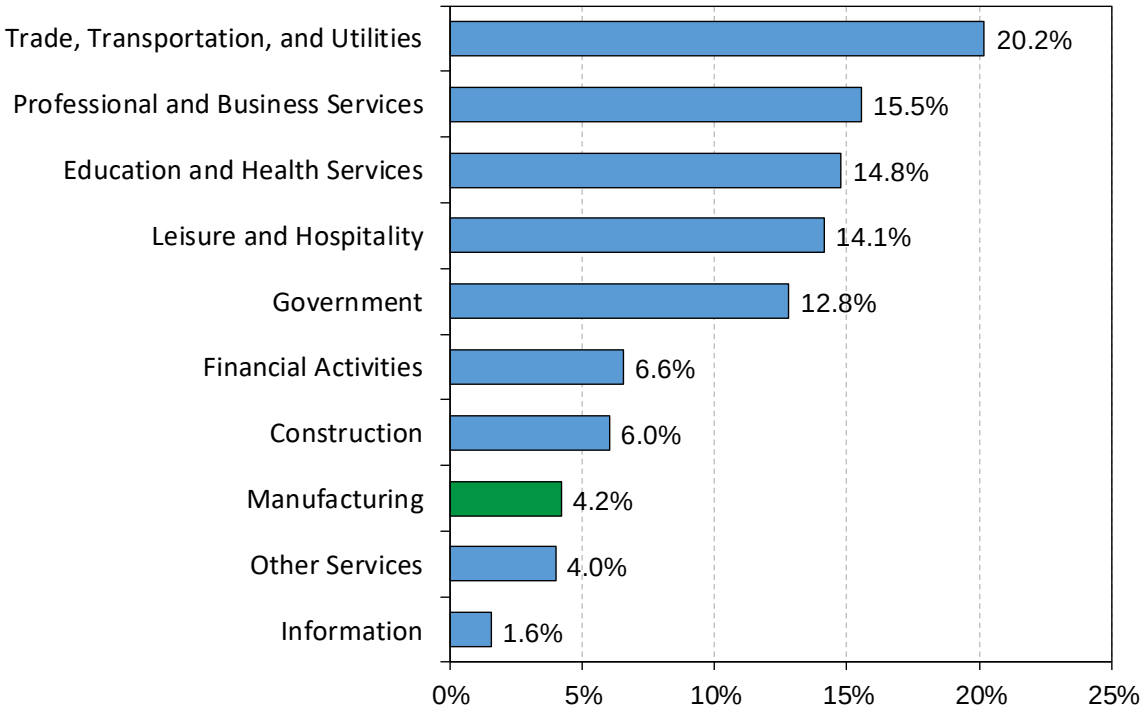
Representative Signature: _____

Signature Date: May 16, 2018

#1 Non-Agricultural Employment Industry in Florida –

Trade, Transportation and Utilities

Total Nonagricultural Employment Share by Industry
January 2018, Seasonally Adjusted



Note: Employment share percentages may not add to 100 due to rounding.
Source: U.S. Department of Labor, Bureau of Labor Statistics, Current Employment Statistics Program, released March 12, 2018.
Prepared by: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics.

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

#8 and 9 Top Existing Demand Occupation in Florida:

Laborers and Freight, Stock and Material; Stock Clerks and Order Fillers

State of Florida
Workforce Innovation and Opportunity Act- Unified Plan
Two-Year Modification
July 1, 2018 – June 30, 2020

The following table displays the top 15 existing demand occupations (based on 2017-2025 total job openings) for Florida statewide.

Figure 2.02
Top 15 Existing Demand Occupations

	Code	Occupation	2017 Employment	2025 Employment	2017-25 Level Change	2017-25 Percent Change	2017-25 Total Job openings	2017 Median Hourly Wage	2017 Entry Wage	2017 Experienced Wage
1	412031	Retail Salespersons	351,545	397,545	46,000	13.09	482,959	10.36	8.9	14.21
2	353021	Combined Food Prep. and Serving Workers, Inc. Fast Food	238,814	277,504	38,690	16.20	417,337	9.47	9.14	10.44
3	412011	Cashiers	248,045	261,482	13,437	5.42	391,038	9.31	8.88	10.48
4	353031	Waiters and Waitresses	226,204	247,019	20,815	9.20	374,691	10.03	9.13	15.49
5	434051	Customer Service Representatives	244,276	278,142	33,866	13.86	289,913	14.43	10.65	17.78
6	436014	Secretaries, Except Legal, Medical and Executive	194,145	211,512	17367	8.95	182,226	15.78	11.44	19.05
7	439061	Office Clerks, General	173,867	188,359	14,492	8.34	177,435	13.4	9.78	17.06
8	537062	Laborers and Freight, Stock and Material	132,364	146,186	13,822	10.44	163,604	11.92	9.58	15.32
9	435081	Stock Clerks and Order Fillers	140,166	152,582	12,416	8.86	161,332	11.59	9.58	14.08
10	372011	Janitors and Cleaners, Except Maids and Housekeeping	131,143	147,628	16,485	12.57	160,755	10.60	9.15	12.70
11	352014	Cooks, Restaurant	105,686	125,554	19,868	18.8	151,110	12.55	10.20	14.42
12	373011	Landscaping and Grounds keeping	115,326	130,911	15,585	13.51	131,690	11.74	9.94	13.84
13	372012	Maids and Housekeeping	95,320	107,252	11,932	12.52	121,572	10.34	9.15	11.73
14	311014	Nursing Assistants	96,804	114,430	17,626	18.21	115,808	12.15	10.59	13.50
15	291141	Registered Nurses	188,202	218,508	30,306	16.1	113,795	30.79	24.84	35.18

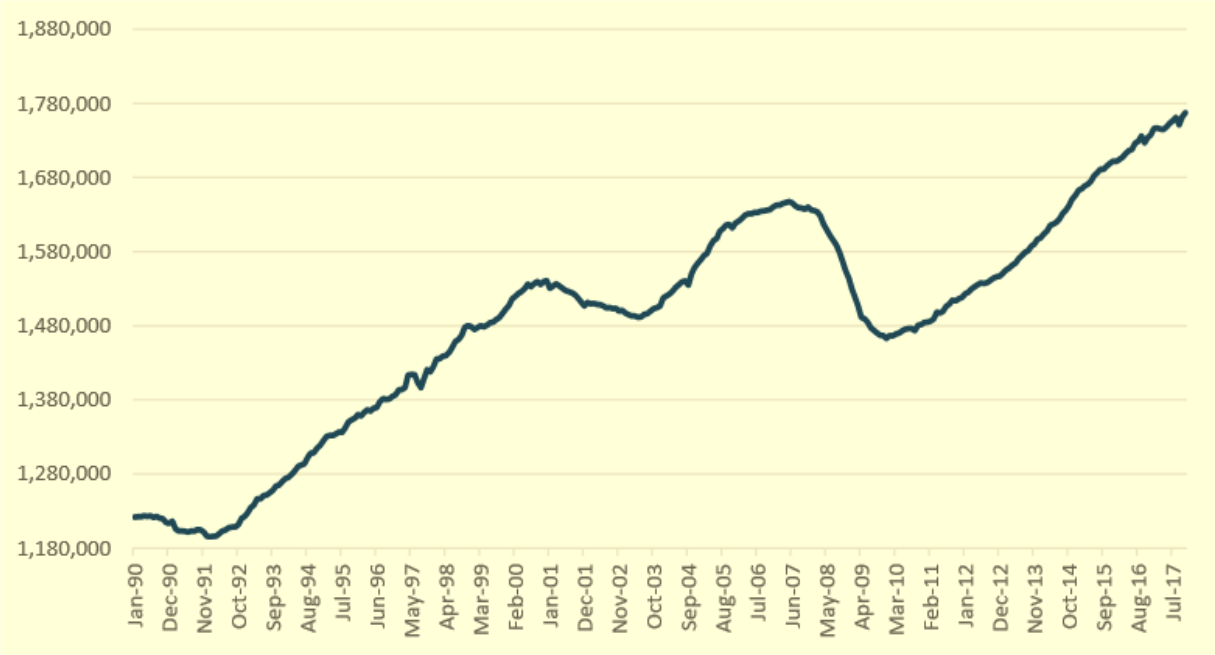
Source: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, December 2017

Trade, Transportation and Utilities:

"This industry is heavily dependent on tourism and the general economic vitality of the state's economy. The industry peaked in May 2007 at 1,647,600 jobs and began a rapid decline until 2010. Currently, industry employment is 120,000 jobs above its 2007 peak.

In November 2017, employment was 1,767,600. The over-the-year change in November 2017 (+33,500 jobs, +1.9 percent) was 1,400 less when compared to November 2016 (+34,900, +2.1 percent). The number of jobs in this sector has been trending upward over the past seven years."

Figure 2.25 Florida Trade, Transportation and Utilities Employment, Seasonally Adjusted



Source: U.S. Department of Labor, Bureau of Labor Statistics, Current Employment Statistics Program, December 2017.

Skill Boss
Required for MSSC's CPT+ Logistics Certification and used to assess skills in the fields of Safety, Quality, Production Processes, and Maintenance Awareness. Requires 120V/60Hz/1ph electrical, 33934 Hand Tool Package, Customer-Supplied Grease and Oil for Maintenance, and Compressed Air. Recommended 82-610 Mobile Technology Workstation or equivalent. Includes: (1) Operator Station, (1) Parts Feeder, (1) Aluminum Work Surface with Handles, (1) Pick and Place Robot, (1) Maintenance and Installation Guide, (1) Assessment Guide.

Cost: $15,841.00

Hand Tool Package 1 – Mechanical
For Skill Boss Learning System
Includes: (1) Socket Set; (1) Torque Wrench; (2) Combination Wrench; (1) Screwdriver Set; (1) 6" Rule; (1) Allen Wrench Set; (10) Corrosion Inhibiting Wrap; (1) 6" Dial Calipers; (1) Feeler Gauge; (1) Dead Blow Hammer; (1) Leather Gloves; (1) Wax Crayon and Holder; (1) Magnifier; (1) Nylon String; (1) Oil; (1) Keyway Punch; (1) Rubber Gloves; (1) Spring Scale; (1) Tape Measure; (1) Thread locker; (1) 3-Drawer Tool Box; (1) Utility Knife; (2) Wire Brush Sets; (1) Masking Tape; (1) Scissors. **Cost: $1214.00**

Mobile Technology Workstation, Type 1, Gray Surface Plus Cabinet, 6 Foot
Includes: (1) Welded Steel Frame; (1) Gray Laminated Work Surface; (1) Locked Storage Cabinet; (4) Casters. Dimensions: 30"H x 30"W x 72"L. For Skill Boss Learning System.

Cost: $1555.00

eLearning Individual Library Subscription - 12 Months
Subscription access to all courses for 12 months from individual start date. Available to all organizations in any quantity. Requires each individual subscription to start on order date or alternate date specified that is within one year of purchase: subscription start date can vary. Also requires high speed web access and a PC. Includes: Individual subscription access to eLearning library content for a period of 12 months, with the option to use courses with equipment-based content, courses without associated hardware, or both.

Cost: $300.00 per person x 70 students = $2100.00

Rigging 1 Learning System
Includes: (1) Gantry Crane with Rigging Storage System; (1) Electric Wire Rope Hoist and Trolley; (1) Hand Chain Hoist; (1) Load Package including various types of loads, fixtures; (1) Wire Rope Sling Package; (1) Chain Sling Package; (1) M18689 Student Curriculum - Interactive PC-Based Multimedia; (1) C18689 Instructor's Guide; (1) D18689 Installation Guide; (1) H18689 Student Reference Guide.

Cost: $15,626.00

Hand Tool Package – Rigging For Rigging 1 Learning System
Includes: (1) Socket Set; (1) Torque Wrench; (1) Combination Wrench; (1) Wire Cutter; (1) Dial Calipers; (1) Dead Blow Hammer; (2) Hard Hat; (2) Leather Gloves; (1) Nylon String; (1) Oil; (1) Tape Measure; (3) 3-Drawer Tool Box; (1) Utility Pliers; (1) Chalk; (1) Scissors

Cost: $ 1270.00

Rigging Ladder
For Rigging 1 Learning System **Cost: $464.00**

Floor-Standing Belt Conveyor Learning System
Goes with the Mechanical Drives 1 Learning System - Full Bench. Includes: (1) Industrial Belt Conveyor with 70-inch length, 12-inch width; (1) Freestanding legs, 27-39 inches adjustable belt elevation; (1) Safety guards; (1) Start/stop control; (1) 1/3 hp electric drive 115 VAC, 1ph, 50/60 Hz with chain drive; (1) Crown Pulley design, adjustable tension control, adjustable tracking control; (1) 18424 Student Learning Activity Packet; (1) H19712 Student Reference Guide.
Cost: $5921.00

Mechanical Drives 1 Learning System - Full Bench (Goes with conveyor belt system)
Requires 41210 Hand Tool Package and 120V/60Hz/1ph electrical. Includes: (1) Mobile Workstation; (1) Motor Control Unit; (1) Constant Speed Drive Motor; (1) Variable Speed Motor; (1) Lockout/Tagout Package; (1) Shaft Panel 1; (1) Shaft Panel 2; (1) Belt Drive Panel 1; (1) Gear Drive Panel 1; (1) Chain Drive Panel 1; (1) Prony Brake; (1) Digital Tachometer; (1) Alignment/Measurement Package; (1) Indicator Package Level 1; (2) Guard Assemblies; (1) Multi-Drawer Storage Unit; (1) BB502 Student Learning Activity Packet; (1) CB502 Instructor's Guide; (1) DB502 Installation Guide; (1) HB502 Student Reference Guide **Cost: $16,193.00**

SubTotal for all training equipment: $60,184.00

Instructor Training Sessions
$1000 per day, 2-3 days per learning system (Rigging System, Mechanical Drives System, Conveyor Belt System, Skill Boss System). Also, a summer institute (approx. $1000.00)
Instructor Training Cost: $10,000.00

Total Cost of all training materials, learning systems and instructor training: $70,184.00
(Budget item A.5)

Brevard Adult Education Career and Technical Center Concept Drawing



ECONOMIC DEVELOPMENT COMMISSION
FLORIDA'S SPACE COAST

March 21, 2018

The Honorable Rick Scott
Executive Office of the Governor
400 South Monroe Street
Tallahassee, FL 32399

Dear Governor Scott:

The Economic Development Commission of Florida's Space Coast (EDC) strongly supports Brevard Public Schools Department of Adult and Community Education effort to obtain a Florida Job Growth grant. The project goal is to build a technical vocational training center equipped with the technology and capacity necessary to train and develop a pipeline of adult workers with the talent to meet the needs of regional logistics and manufacturing industries.

The planned technical vocational training center will be centrally located in Cocoa, Florida. The center will economically support the area's workforce training needs and produce highly-skilled workers. The center will house industry equipment, and students will use the equipment and specialized training to gain first-hand experience needed to compete in the growing local industries. The experience gained will enable them to obtain nationally recognized industry credentials. Local employers such as Port Canaveral, Kennedy Space Center, Melbourne Airport and Brightline/Florida East Coast industries will have a pool of qualified workers matched to the demands of growing local industries resulting in an estimated need for more than 1,200 new employees. Employers will benefit greatly by hiring certified adult workers who do not require additional training that results in more cost and time.

A technical vocational training center with a focus on manufacturing and logistics will enable Brevard Adult and Community Education to develop a highly skilled workforce with industry certification and better employability skills. Additionally, such a center in Brevard County will strengthen the Space Coast's position as a technology leader, adding to Florida's attraction as a top business destination.

The EDC encourages consideration of this worthy cause, fully supports this application and respectfully requests the funding of this important project for our region.

Please do not hesitate to contact me if I can be of additional assistance.

Sincerely,

Lynda Weatherman
President & CEO

CareerSource BREVARD

careersourcebrevard.com

March 5, 2018

The Honorable Rick Scott
Executive Office of the Governor
400 S. Monroe Street
Tallahassee, FL 32399

Dear Governor Scott:

We strongly support Brevard Public Schools Department of Adult and Community Education effort to obtain a Florida Job Growth grant. The project goal is to build a technical vocational training center equipped with the technology and capacity necessary to train and develop a pipeline of adult workers with the talent to meet the needs of regional logistics and manufacturing industries.

The planned technical vocational training center will be centrally located in Cocoa, Florida. The center will economically support the area's workforce training needs and produce highly-skilled workers. The center will house industry equipment, and students will use the equipment and specialized training to gain first-hand experience needed to compete in the growing local industries. The experience they gain will enable them to obtain nationally recognized industry credentials. Local employers such as Port Canaveral, Kennedy Space Center, Melbourne Airport, and Brightline/Florida East Coast Industries will have a pool of qualified workers matched to the demands of growing employment requirements of these industries. Local industries are growing and this demand will result in an estimated need for more than 1,200 new jobs. By training and certifying adult workers, employers will benefit greatly from hiring personnel who do not require additional cost or time needed for additional training.

A technical vocational training center with a focus on manufacturing and logistics will enable Brevard Adult and Community Education to develop a highly skilled workforce with industry certifications and better employability skills. Additionally, a technical vocational training center in Brevard County will also strengthen the Space Coast's position as a technology leader, while adding to Florida's attraction as a top business destination.

I encourage consideration of this worthy cause. We fully support this application and respectfully request the funding of this important project for our region.

If I can be of assistance, please do not hesitate to contact me at the address below.

Sincerely,

Marci Murphy

Marci Murphy
President
CareerSource Brevard

City Manager's Office
65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8686 I Fax: (321) 433-8690

April 17, 2018

Cissy Proctor
Executive Director
Florida Department of Economic Opportunity
Florida Job Growth Fund
107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399-4120

RE: Logistics Training Center - Florida Job Growth Fund-Workforce Development Grant
Brevard Public Schools Adult and Community Education

Dear Ms. Proctor,

The City of Cocoa enthusiastically supports the establishment of the Brevard Public Schools Logistics Training Center, through a grant from the Florida Job Growth Fund. A dedicated career and technical training facility that educates, certifies, and secures employment for adult students will be an empowering element enabling our residents and our businesses to thrive.

The establishment of a Logistics Training Center is consistent with and meets all of the City's Strategic Planning Objectives to "Foster a Skilled Work Force". In the 2015 City of Cocoa Economic Base Analysis completed by the Balmoral Group, it was noted that Cocoa's location, with its proximity to major interstates, ports and metropolitan areas, is in prime position to attract new employers and expand its economic base. Surveys of investment, supply chain and site selection experts recommended that a key sector focus for the City of Cocoa would be trade, transportation and the warehousing/logistics/distribution sectors. Specifically those that serve our existing manufacturing base.

A substantial portion of Cocoa's workforce remains unemployed despite increasing business interest and investment in the area. Low high school education attainment, and lack of supplemental entry level certified training programs continue to be barriers to employment. There is a persistent and growing mismatch between the level of skills that workers possess and the skills businesses require. The long-term negative impacts of this "skills gap" on workers, families, and businesses in Cocoa and Brevard County are potentially profound and far reaching. The creation of a Logistics Training Center in Cocoa is a critical component of economic competitiveness, growth, and vitality for the City of Cocoa and the Space Coast region.

The City staff is seeking a financial commitment from its City Council. If approved the City would enter into a Memorandum of Understanding (MOU) with Brevard Public Schools (BPS) to fund a significant portion of this project. The MOU would outline the following terms and conditions to be included in a capital contribution agreement with the City of Cocoa:

- A one-time City of Cocoa construction capital grant and permitting fee assistance of up to $100,000 as a total contribution.
- An annual operating subsidy of $10,000 from the City of Cocoa with an initial commitment of 5-10 years, subject to annual performance reviews.
- In kind marketing services from the City of Cocoa to co-market and promote the Logistics Training Center.
- Up to 25% of the students would be Cocoa residents, having a residency of at least 12 months. If this goal cannot be met, the operating subsidy commitment, would still remain in force.
- Cocoa students would have a first right to participate in both the full time and or part time programs at the Training Center.
- Cocoa residents will receive a full or partial scholarship from the School to cover tuition, on a formula and scoring criteria basis (to be structured).

The City seeks to enrich the quality of life for its unique and diverse community through various economic and community development strategies. This grant is an important opportunity for the Florida Department of Economic Opportunity Job Growth Fund, Brevard Public Schools and the City of Cocoa to make a significant human capital investment and foster greater economic resiliency.

Please contact me if you need additional information about the City of Cocoa or have questions regarding support of the School Board's application.

Sincerely,

Matthew Fuhrer
Assistant City Manager

2019-2020 Florida Job Growth Grant Fund
Workforce Training Grant Proposal

Proposal Instructions: The Florida Job Growth Grant Fund Proposal (this document) must be completed and signed by an authorized representative of the entity applying for the grant. Please read the proposal carefully as some questions may require a separate narrative to be completed. If additional space is needed, attach a word document with your entire answer.

Entity Information

Name of Entity: _____

Federal Employer Identification Number (if applicable): _____

Primary Contact Name: _____

Title: _____

Mailing Address: _____

_____

Phone Number: _____

Email: _____

Secondary Contact Name: _____

Title: _____

Phone Number: _____

Workforce Training Grant Eligibility

Pursuant to 288.101, F.S., the Florida Job Growth Grant Fund was created to promote economic opportunity by improving public infrastructure and enhancing workforce training. This includes workforce training grants to support programs offered at state colleges and state technical centers.

Eligible entities must submit proposals that:

- Support programs and associated equipment at state colleges and state technical centers.
- Provide participants with transferable and sustainable workforce skills applicable to more than a single employer.
- Are offered to the public.
- Are based on criteria established by the state colleges and state technical centers.
- Prohibit the exclusion of applicants who are unemployed or underemployed.

1. Program Requirements:

(If additional space is needed, attach a word document with your entire answer.)

Each proposal must include the following information describing how the program satisfies the eligibility requirements listed on page 1.

A. Provide the title and a detailed description of the proposed workforce training.

B. Describe how this proposal supports programs at state colleges or state technical centers.

C. Describe how this proposal provides participants transferable, sustainable workforce skills applicable to more than a single employer.

D. Describe how this proposal supports a program(s) that is offered to the public?

E. Describe how this proposal is based on criteria established by the state colleges and state technical centers.

F. Does this proposal support a program(s) that will not exclude unemployed or underemployed individuals?

☐ Yes ☐ No

G. Describe how this proposal will promote economic opportunity by enhancing workforce training. Please include the number of program completers anticipated to be created from the proposed training. Further, please include the economic impact on the community, region, or state and the associated metrics used to measure the success of the proposed training.

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2. Additional Information:

(If additional space is needed, attach a word document with your entire answer.)

A. Is this an expansion of an existing training program? ☐ Yes ☐ No

If yes, please provide an explanation for how the funds from this grant will be used to enhance the existing program.

B. Does the proposal align with Florida's Targeted Industries?
(View Florida's Targeted Industries here.) ☐ Yes ☐ No

If yes, please indicate the specific targeted industries with which the proposal aligns.
If no, with which industries does the proposal align?

C. Does the proposal align with an occupation(s) on the Statewide Demand Occupations List and/or the Regional Demand Occupations List?
(View Florida's Demand Occupations Lists here.) ☐ Yes ☐ No

If yes, please indicate the specific occupation(s) with which the proposal aligns.
If no, with which occupation does the proposal align?

D. Indicate how the training will be delivered (e.g., classroom-based, computer-based, other).

If in-person, identify the location(s) (e.g., city, campus, etc.) where the training will be available.

If computer-based, identify the targeted location(s) (e.g. city, county, statewide, etc.) where the training will be available.

E. Indicate the number of anticipated annual enrolled students and completers in the proposed program.

F. Indicate the length of program (e.g., quarters, semesters, weeks, etc.), including anticipated beginning and ending dates.

Begin Date:_____ End Date:_____

G. Describe the plan to support the sustainability of the program after grant completion.

H. Identify any certifications, degrees, etc. that will result from the completion of the program. Please include the Classification of Instructional Programs (CIP) code and the percent of completers in each code, corresponding with Section E.

I. Does this project have a local match amount?

◉ Yes ○ No

If yes, please describe the entity providing the match and the amount. (Do not include in-kind.)

J. Provide any additional information or attachments to be considered for the proposal.

3. Program Budget

(If additional space is needed, attach a word document with your entire answer.)

Estimated Costs and Sources of Funding: Include all applicable workforce training costs and other funding sources available to support the proposal.

1.) Total Amount Requested **$** _____
Florida Job Growth Grant Fund

A. Other Workforce Training Project Funding: Sources:

City/County $ _____

Private Sources $ _____

Other (grants, etc.) $ _____ Please Specify: _____

Total Other Funding **$** _____

B. Workforce Training Project Costs:

Equipment $ _____

Personnel $ _____

Facilities $ _____

Tuition $ _____

Training Materials $ _____

Other $ _____ Please Specify: _____

Total Project Costs **$** _____

Note: The total amount requested must be calculated by subtracting the total Other Workforce Training Project Funding Sources in A. from the total Workforce Training Project Costs in B.

C. Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding, how equipment purchases will be associated with the training program, if applicable, and any other pertinent budget-related information.

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4. Approvals and Authority

(If additional space is needed, attach a word document with your entire answer.)

A. If entity is awarded grant funds based on this proposal, what approvals must be obtained before it can execute a grant agreement with the Florida Department of Economic Opportunity (e.g., approval of a board, commission or council)?

B. If approval of a board, commission, council or other group is needed prior to execution of an agreement between the entity and the Florida Department of Economic Opportunity:

i. Provide the schedule of upcoming meetings for the group for a period of at least six months.
ii. State whether entity is willing and able to hold special meetings, and if so, upon how many days' notice.

C. Attach evidence that the undersigned has all necessary authority to execute this proposal on behalf of the entity. This evidence may take a variety of forms, including but not limited to: a delegation of authority, citation to relevant laws or codes, policy documents, etc.

I, the undersigned, do hereby certify that I have express authority to sign this proposal on behalf of the above-described entity and to the best of my knowledge, that all data and information submitted in proposal is truthful and accurate and no material fact has been omitted.

Name of Entity: _____

Name and Title of Authorized Representative: _____

Representative Signature: _____

Signature Date: _____

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL
BUDGET WORKSHOP

April 23, 2018

A Budget Workshop was held on Monday, April 23, 2018, in City Council Chambers at Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Deputy Mayor Blanco called the workshop to order at 5:35 p.m.

Councilman Whipple provided the invocation. Councilman Boisvert led the assembly in the Pledge of Allegiance.

Present:	Jeri Blanco	Deputy Mayor
	Brenda Warner	Councilwoman
	Clarence Whipple	Councilman
	Don Boisvert	Councilman
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk
Absent:	Henry U. Parrish III	Mayor
	Anthony Garganese	City Attorney

Other Staff Members Present:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Deputy Community Services Director; Gene Prince, Fire Chief; Jonathan Lamm, Deputy Fire Chief; Michael Cantaloupe, Chief of Police; Lora Howell, Interim Finance Director; and Lea Taylor, Budget Analyst.

II. WORKSHOP TOPICS:

1. Budget Presentation

City Manager Titkanich explained that the purpose of the workshop is to lay the foundation for the FY19 budget. He explained that projections, priorities, and influencing factors that will affect the budget need to be discussed as well as to obtain direction from Council. Lastly, there will be discussion held on the FY19 Budget Calendar.

He noted that information regarding upcoming budget meetings has been posted on social media to encourage the attendance and input of the community.

City Manager Titkanich mentioned that the City received a Certificate of Achievement for Excellence in Financial Reporting in 2017 from the Government Finance Officers Association. The City was also assigned the Aa2 rating from Moody's Investors Service. He noted that the City of Orlando only received a rating of Aa1. He stated that he feels the City is off to a good start and is on the right track towards fiscal sustainability.

Councilman Whipple inquired about the ranking of the ratings. In response, City Manager Titkanich explained that Aa2 is the third highest ranking and Aa3 is the highest ranking that can be achieved.

City Manager Titkanich shared a snapshot of the current budget. He stated that revenues are at forty-seven percent and the expenses are at forty-five percent in the General Fund. He explained that revenues are at thirty-six percent and expenses are at forty-one percent in the Water/Sewer Fund, however there is a one week lapse that has not been accounted for as the numbers were not completed in time. Additionally, revenues are at thirty-eight percent and expenses are at forty-one percent in the Stormwater Fund.

City Manager Titkanich explained external factors and challenges. This includes the Consumer Price Index, Municipal Cost Index, Construction Cost Index, along with wages, salaries and compensation for state and local government workers. Additionally, the passage of Amendment 1, which is the Expanded Homestead Exemption, catastrophic claims, an increase in health insurance, and natural disasters pose as challenges. He stated that the City still has not received full reimbursement for Hurricane Matthew and the City has not received any money for Hurricane Irma. Furthermore, he explained that there are still expenses that have not hit the books yet that will effect both the Utilities Fund and the General Fund reserves. He stated that there is no definite date as of yet as to when the City will receive reimbursement.

Councilman Whipple asked for additional information regarding the status of the reimbursement from the hurricanes. In response, Ms. Lora Howell provided an update. She stated that the City has received a large portion of funds from Hurricane Matthew; however, there is still approximately one hundred and forty thousand dollars left to be received. This is reimbursement for two outstanding categories, one of them being debris. She stated the City is still working through the process of receiving funds for Hurricane Irma and staff works with FEMA every week to keep the process moving. She noted that even though it is a cumbersome process it seems to be moving along smoothly so far.

City Manager Titkanich provided a brief history leading up to the current budget. In FY15 Stantec worked collaboratively with City staff to develop a Fiscal Sustainability Model. The City was able to use the modeling process to assess options for the fund's sustainability over a ten year projection period. He explained that the City worked with Stantec to update the model for the upcoming FY19 Budget Process. This process involved updating and validating projections, looking at capital funding availability, and evaluating FY19 Utility rates and Millage and Fire assessment rates.

He explained the basis for FY19 General Fund analysis. He explained that in order to determine the preliminary FY19 budget staff utilized the amended FY18 budget, the FY17 CAFR, and extrapolated existing revenues for FY19 projections. Staff took into account departmental requests and projected expenses for future fiscal years through FY2027. He explained that the idea is to maintain the Fund Balance, or Reserves, equal to four months of O&M expenses. City Manager Titkanich mentioned the Capital Improvements Program (CIP) which is a five year program. Each department has submitted their requests. He stated that the CIP review is underway.

City Manager Titkanich noted the budget expenses and revenue drivers. He mentioned that there is an ARC increase in Public Safety Pensions, however, it is important to note that the City is still below thresholds enacted through Pension Reform.

City Manager Titkanich explained the uses of the General Fund balance. He stated that per the Fund Balance Policy, reserves are used for capital expenses only, they cannot sustain recurring expenses. The fund balance must be preserved at the minimum reserve requirement. Furthermore, the City can continue use for catalytic Capital/Economic projects to enhance overall City growth and quality of life.

He shared personnel requests subject to funding availability. The requests are as follows:

- Community Services:
  - Convert Contract Services to FTE or Building and Permitting
- Finance:
  - Customer Service Representative in FY19
  - Staff Accountant (mid-year FY19, TCR/SJR Regional Project)
- Fire:
  - Training Officer (Part-Time GE-12)
- Police:
  - 1 Detective (CPSM Study)
  - 1 Administrative Specialist for Support Services/CID (CPSM Study)
  - 1 Code Enforcement Officer
  - 2 School Resource Officers
- Public Works:
  - 2 Maintenance Workers
  - 1 Fleet Technician
  - Assistant Manager Streets/Stormwater

City Manager gave his recommendations on which items should be prioritized. They are as follows:

- Community Services:
  - Convert Contract Services to FTE or Building and Permitting
- Police:
  - 1 Administrative Specialist for Support Services/CID (CPSM Study)
  - 1 Code Enforcement Officer
- Public Works:

- 2 Maintenance Workers
- Assistant Manager Streets/Stormwater

Councilman Whipple asked how many employees are currently working in the Building Department. In response, City Manager Titkanich explained that there is only one Building Official, one Building Inspector, one Permitting Technician and one Plans Examiner. He explained that if this item is approved in the budget than the City would contract with a third party to assist with inspections and plan reviews and it would also allow for an upgrade for the Permitting Technician so that instant issue permits can be done.

Councilman Whipple inquired about the Public Works positions. Additionally, he inquired whether a second Code officer could be hired. In response, Assistant City Manager Fuhrer and City Manager Titkanich explained that these would be new positions, meaning the head count at Public Works would increase or if there are any positions that are currently "frozen" they would become "unfrozen". In regards to a second Code officer, City Manager Titkanich stated that there are already three officers, one of which is the Code Enforcement Manager. If the budget is approved, this would allow for one additional Code Officer.

City Manager Titkanich reviewed community based requests. These include:

- Cocoa Logistics Training Center – Clearlake Education Center
  - Partnership with BPS subject to FL DEO Job Growth Grant
  - Consistent with 2015 City Economic Base Analysis and Strategic Plan Economic Development Goal 2, Objective 2.1
  - $100,000 capital construction grant
  - Annual operating contribution of $10,000
  - Certified Logistics, Welder, Heavy Equipment Operators, Warehouse Management, Inventory Management, Port and Railroad Worker Training
    - Up to 25% of students would be Cocoa residents, first right to participate

City Manager Titkanich recommended support through Assigned Economic Development Catalyst Funds.

City Manager Titkanich noted that Principal Rachad Wilson from Cocoa High School had met with members of Council to discuss the potential assistance the City could offer in funding several school initiated projects. They are as follows:

- Rubberized track - $145,000 ($120,000)
  - BPS provides $25,000 for School Initiated Projects
- Turf Field - $185,000 ($160,000)
  - BPS provides $25,000 for School Initiated Projects
- Gym Bleachers - $85,000 ($60,000)
  - BPS provides $25,000 for School Initiated Projects

City Manager Titkanich stated that the total request is for $400,000, which would be $80,000 per year for five years. He recommended that Council delay commitment until the outcome of Amendment 1 and that the maximum commitment match BPS contributions.

Discussion was held among Council regarding the request from Cocoa High School. Deputy Mayor Blanco stated that Cocoa High is already known for their strong athletic programs and if the City assists with paying some of the costs of these projects it will help raise the quality of these programs even more.

Councilwoman Warner stated that at the very least, she would like to see the City assist Cocoa High School with some of their fund raising for these projects.

For the purpose of planning the upcoming budget, City Manager Titkanich asked if there was a consensus among Council to commit funds to match BPS contributions for the upcoming budget year and then coming back next fiscal year to consider additional commitments thereafter.

A consensus was made among Council to agree to the recommendation made by the City Manager.

City Manager Titkanich explained that staff will be reviewing Capital Improvement Plan projects for Public Works. He reviewed the budget prioritization in terms of imperative priorities, essential priorities, important priorities, and desired priorities.

He discussed the Financial Analysis Management System (FAMS) model for the General Fund. He noted that this is a preliminary analysis. He provided a brief background and stated that this is a mid-year update to provide preliminary rate plan adjustments utilizing current available data. He explained that this will be updated again with the FY19 budget once it is available. He stated that the prior year analysis showed that the General Fund will be sustainable over the next ten years and it is able to fund the capital projects that were discussed last year, that were included in the model, but were not included in the budget.

City Manager Titkanich reviewed the Budget Development Philosophy for FY19. He noted that in FY15 and FY16 the focus was on public safety and in FY17 and FY18 the focus was on community improvements and infrastructure. In FY19 the focus will be on community improvements and employee investments. This includes:

- Maintain/enhance current LOS
- In addition to providing negotiation raises, provide for level of market equity adjustments for those employees who were hired before implementation of Pay Plan adopted in 2015, and who haven't already received market rate adjustments
- Maintain employee benefits at reasonable levels
- Strategic use of Fund Balance Reserves
- Work in collaboration with CRAs to implement certain redevelopment projects

- Diamond Square CRA – Dr. Joe Lee Smith Center
- Cocoa CRA – updated Waterfront Master Plan

Council expressed their pleasure in providing raises to long standing employees and having competitive rates to encourage people to come and work for the City.

A consensus was made by Council to agree to the proposed Budget Development Philosophy for FY19.

Councilman Whipple inquired about establishing a Key to the City program. In response, City Manager Titkanich explained that this would need to be included in the City Clerk's budget. Councilman Whipple stated that the program would need a policy established and certain requirements would need to be met.

City Manager Titkanich explained the FY19 General Fund revenue assumptions. They are as follows:

- Millage Rate – maintain at 5.9790 mills
- Fire assessment – return to 3% increase from last year's 5% increase
  - FY18 additional increase related to unanticipated higher than projected Debt Service for Fire Protection Assessment Revenue Bonds
- Strategic use of unassigned fund balance for one-time capital and non-recurring expenditure

City Manager Titkanich shared a General Fund trend over the next ten years. He explained that the current analysis shows continued sustainability of the fund.

He asked Council if there is a preliminary consensus for the following:

- Maintain the current Millage Rate at 5.9790
- Preliminary Tax Roll will not be received from BCPA until June 2018
- FY19 projected 3% Fire Assessment Rate increase
  - Reduction from FY18 5% increase to account for higher than projected debt service

A consensus was made by Council to agree to the proposed preliminary recommendations made by the City Manager.

City Manager Titkanich pointed out key observations in regards to the General Fund. The observations include:

- Current analysis shows continued sustainability of the Fund
- New Homestead Exemption included in analysis
- Approximately $110,000 dollars in Ad Valorem revenues lost in FY2021
- Unanticipated costs associated with Hurricane Irma utilized available reserves
- Slightly less available funds for Catalytic projects
  - Total 10-year CIP: $32.5 million

- Prior plan: $34 million

City Manager Titkanich asked Council for a preliminary consensus to approve the following:

- Millage Rate
  - Maintain current millage rate – 5.9790
  - Preliminary tax roll will not be received from BCPA until June 2018
- Fire Assessment Rate
  - FY19 projected 3% increase
    - Reduction from FY18 5% increase to account for higher than projected debt service

A consensus was made by Council to agree to the proposed preliminary recommendations made by the City Manager.

City Manager Titkanich discussed key observations in regards to the Water and Sewer Fund. The observations include:

- Preliminary 5% annual rate adjustments
- Additional revenues to offset reduced water sales
- Funds higher level of near-term debt for capital needs
- Provides strong debt service coverage
- Maintains reserve balances above minimum target (5 months O&M costs)

Key issues are as follows:

- Minimum Rate Plan: 3.5% annual rate adjustments
- Would require significantly higher levels of borrowing for future capital needs
- Shows weakened debt service coverage to minimum levels
  - 1.5 coverage ratio as minimum
  - 2.0 recommended
- Lesser available emergency reserves than recommended adjustments
  - Reserves used for capital and debt service

City Manager Titkanich spoke about the Water and Sewer Fund trend over the next ten years.

He asked if there is a consensus among Council to accept the preliminary utility rate. Council agreed.

In closing, City Manager Titkanich shared the following announcements:

- June 28, 2018 at 5:30pm - Fiscal Sustainability Update/Budget Priority Workshop
- July 10, 2018 - at 6:00pm - TRIM Hearing to set the tentative ad valorem millage rate
- July 16, 2018 - City Council provided the FY 2019 Budget/CIP Workbooks NLT

- August 8, 2018 at 5:30pm - FY 2018 Budget/CIP Workshop
- August 28, 2018 @ 6:00 p.m.
  - Resolution – Stantec Utility Rate Study/Rate Increase
  - Resolution – Fire Protection Assessment
- September 5, 2018 at 5:30pm – 1st Public Hearing
  - Vote for a Proposed Millage Rate
  - Vote on the Proposed FY2019 Budget
- September 13, 2018 at 5:30pm - 2nd Final Public Hearing
  - Adopt Millage Rate
  - Adopt the FY2019 Budget

City Manager Titkanich asked if there were any additional questions or comments. There being no response, the meeting was adjourned.

III. ADJOURNMENT:

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to adjourn the Special Meeting of the City Council of April 23, 2018.**

AYES: Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

The Budget Workshop adjourned at 7:09 p.m.

Henry U. Parrish III, Mayor

ATTEST:

Carie Shealy, City Clerk
(Transcribed by M. Arsenault, Assistant City Clerk)

Legislation Details (With Text)

File #:	19-511	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	10/15/2019		**In control:**	City Council	
On agenda:	12/11/2019		**Final action:**		
Title:	Request approval of new agreement between the City of Cocoa and Nationwide Retirement Solutions for the 457(b) Plan to add new ProAccount Program for employees. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	190109 Nationwide ProAccount Agreement City Edits Updated 10.9.19- Clean Version ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 20, 2019
Agenda Date: December 11, 2019
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., ICMA-CM, AICP
Requested Action:
Request approval of new agreement between the City of Cocoa and Nationwide Retirement Solutions for the 457(b) Plan to add new ProAccount Program for employees.

BACKGROUND:

The City of Cocoa offers a voluntary 457(b) Deferred Compensation retirement savings plan through either the International City Management Association (ICMA) or Nationwide Retirement Solutions. A 457(b) plan is a supplemental retirement savings program that allows employees to contribute on a pre-tax basis. Federal income taxes are deferred until assets are withdrawn, usually during retirement.

City records show the City has offered the Nationwide 457(b) Plan since the 1990's. The Nationwide 457(b) Plan currently has approximately $4.9 million dollars in assets with 144 active employees participating. Nationwide provides participants annual fee and investment disclosures to their participants that outlines the plan fees and investment performance. The employees are responsible for selecting the plan investments and works with our account representative for guidance as needed.

The City has worked with Nationwide to enhance their plan offerings to include a new managed account service, "ProAccount." This plan will offer participants the option to have an investment advisor appointed to provide investment advice. The Advice Program is a discretionary managed account service offered for participants who desire professional guidance in managing their self-

directed retirement plan account.

Participation in this service is voluntary for participants and this service has no budgetary or risk impact for the City. Participants are charged an Advice Program Fee for this service above any other fees or expenses charged by investment options offered through the plan. The Advice Program Fee shall be calculated daily based on the participant's daily balance and the calculated Advice Program Fee withdrawn quarterly in accordance with each Participant's investment advisory agreement with Nationwide. The fee schedule for the Managed Accounts will be as follows:

Account Balance	Annual Program Fee
First $99,999.99	0.65%
Next $150,000	0.60%
Next $150,000	0.55%
Next $100,000	0.50%
Assets of $500,000 & Above	0.45%

Each participant in the ProAccount option will need to provide additional account information to help the plan advisor understand the participant's desired retirement age, desired retirement income, and other retirement plans available, such as a defined pension benefit and other income that will be available during retirement. All of this information will help the advisor for the Managed Account make decisions related to managing the funds in the 457(b) Plan.

City Staff recommends adding the ProAccount, as this service will enhance the current Nationwide 457(b) plan and will help our employees set and reach their retirement goals. Last month City Council approved a similar offering for ICMA-RC, the City's other 457(b) provider. Upon approval of this plan agreements, Human Resources will be working on employee education and holding various information sessions for employees on these new plan offerings. These new plans will be available effective January 1, 2020.

In summary, Staff requests approval of the new agreement between the City of Cocoa and Nationwide Retirement Solutions for the 457(b) Plan to add new ProAccount Program for employees.

STRATEGIC PLAN CONNECTION:

Enhancing the City's current retirement plan offerings will help attract and retain employees at the City of Cocoa and help our employees plan for retirement.

BUDGETARY IMPACT:

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

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There is no budgetary impact to the City. Fees incurred for these services are paid by the employees enrolled depending on the funds and/or plans enrolled.

PREVIOUS ACTION:

On October 23, 2019, City Council approved a new administrative services agreement for ICMA-RC 457(b) and 401(a) Plan and agreements to add new Managed Account Services and Roth IRA plan options for employees.

RECOMMENDED MOTION:

Request approval of new agreement between the City of Cocoa and Nationwide Retirement Solutions for the 457(b) Plan to add new ProAccount Program for employees.

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Nationwide Investment Advisors, LLC
ProAccount - Plan Sponsor Agreement

Plan: (the "Plan")_____City of Cocoa 457 Plan & Trust_____

Plan Sponsor: (the "Plan Sponsor")_____0041011_____

The foregoing Plan currently utilizes services and products offered by Nationwide Retirement Solutions, Inc. ("NRS") and its affiliated companies (the "Nationwide Retirement Program"). On behalf of the Plan, the Plan Sponsor desires to appoint Nationwide Investment Advisors, LLC ("NIA"), an Ohio limited liability company, registered as an investment adviser with the Securities and Exchange Commission under the Investment Adviser's Act of 1940 ("Advisers Act") and an affiliate of NRS, as an authorized provider of investment advisory services to participants in the Plan ("Plan Participants") who desire professional guidance in managing their self-directed accounts within the Plan ("Accounts"). NIA's ProAccount program (the "Advice Program") offers individualized investment advice using an investment process developed and maintained by an independent financial expert ("IFE") selected and retained by NIA.

WHEREAS, on behalf of the Plan, the Plan Sponsor hereby approves NIA as an authorized provider of investment advisory services through the Advice Program to those Plan Participants who choose to have their Accounts managed by NIA (collectively, the "Plan's Account");

WHEREAS, the Plan Sponsor hereby authorizes each such Plan Participant's self-direction of their own Account, subject to guidelines imposed by the Plan, and authorizes each Plan Participant to enter into an investment advisory agreement directly with NIA for the management of their account;

WHEREAS, the Plan Sponsor acknowledges that such advisory services are permitted under the documents establishing the Plan ("Plan Documents") and that the investments and investment strategies proposed by NIA through the Advice Program are consistent with the Investment Policy of the Plan; and

WHEREAS, Plan Sponsor acknowledges that NIA and NRS are affiliates and that NRS will provide to NIA certain administrative services in support of the Advice Program;

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants and mutual agreements set forth herein, the adequacy of which is hereby mutually acknowledged, NIA and the Plan Sponsor, each intending to be legally bound, hereby do agree as follows:

I. APPOINTMENT OF INVESTMENT ADVISOR

The Plan Sponsor hereby appoints NIA to exercise discretionary authority to allocate and reallocate Plan Participant Accounts in the manner described in Section II below and NIA hereby accepts this appointment, subject to the terms and conditions of this Agreement. NIA's authority under this Agreement will remain in effect until changed or terminated pursuant to the termination provisions described in this Agreement. NIA's authority under this Agreement shall apply to all defined contribution plans sponsored by the Plan Sponsor that are record kept at Nationwide or any of its affiliates on a single Nationwide record keeping system. To the extent that the Plan Sponsor desires to exclude a defined contribution plan from coverage under this Agreement subsequent to coverage of such plan, the Plan Sponsor must notify NIA of such individual plan's termination of services under this Agreement in accordance with Section IX of this Agreement.

II. ADVICE PROGRAM DESCRIPTION

The Advice Program is a discretionary managed account service offered by NIA for retirement plan participants who desire professional guidance in managing their self-directed retirement plan account. The Advice Program offers individualized investment advice using an investment process developed and maintained by an IFE.

Under the Advice Program, the IFE develops and maintains managed account portfolios ("Portfolios") based on all eligible investment options available under the Plan's menu of investments ("Advice Program Investments"). In addition, the Plan may offer investment options other than Advice Program Investments, including, but not limited to, individual stocks, employer stock, guaranteed certificate funds, and collective investment funds (collectively, "Non-Advice Program Investments"), which will not be considered by the IFE in the development of Portfolios.

In order for Plan Accounts to be eligible for management under the Advice Program, they must be invested in mutual funds or variable insurance sub-accounts at the time the Plan Participant enrolls in the Advice Program. Plan Sponsor hereby acknowledges that any employer-directed assets, restricted assets (including assets invested in the Nationwide Fixed Contract), or assets held in self-directed brokerage accounts are not eligible for the Advice Program and will remain invested in their current manner until further action is taken by the Plan Participant or the Plan.

The IFE is not a party to this Agreement, and there is no contractual relationship between the Plan and the IFE. All fees and expenses charged by the IFE for its services will be paid by NIA. The advice provided to Plan Participants under the Advice Program is limited to the independent advice provided based on the Portfolios created by the IFE, which NIA cannot modify. By signing this Agreement, you agree that NIA has discretion to terminate its relationship with the IFE at any time, without notice to you, and engage the services of a suitable replacement.

By allowing the Advice Program to be offered to the Plan, you are naming NIA as an authorized provider of investment advisory services to those Plan Participants who choose to have their accounts managed by NIA.

III. OBLIGATIONS AND REPRESENTATIONS OF THE PLAN SPONSOR

The Plan Sponsor agrees to notify NIA of any change to the Plan Documents that affects NIA's rights or duties to the Plan or Plan Participants, and acknowledges that such change will bind NIA, as the case may be, only when NIA agrees to it in writing.

The Plan Sponsor represents that (1) NIA's investment advisory services are permitted under the Plan Documents; (2) the Plan Sponsor has the authority to enter into this Agreement on behalf of the Plan; and (3) the Plan is operated, and NIA's appointment is, in compliance with all applicable federal and state laws, rules and regulations.

IV. OBLIGATIONS AND REPRESENTATIONS OF NIA

NIA agrees that in performing any of its duties and obligations hereunder, NIA will act in conformity with all terms and provisions of the agreements entered into between NIA and the Plan Participants and any instructions given pursuant thereto or otherwise, and will conform to and comply with the requirements of the Advisers Act and all other applicable federal and state laws, rules and regulations, as each may be amended from time to time.

NIA represents that it is registered as an investment adviser under the Advisers Act or under applicable state law in each state in which it is providing investment advisory services or is otherwise required to be registered and/or notice filed, and each of its representatives are properly registered, licensed and/or qualified to act as such under all applicable federal and state securities statutes and regulations.

NIA does not have any duty, responsibility or liability for Plan assets that are not part of the Plan's Account that NIA manages through the Advice Program. NIA will not be providing investment advice regarding, or have fiduciary responsibility for, the selection and monitoring of investment options available in the Plan.

NIA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held in the Advice Program.

V. ADVICE PROGRAM FEES

In consideration of services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant electing to have their Accounts managed by NIA, a participant level Advice Program fee ("Advice Program Fee") as outlined in the following schedule:

Account Balance	Annual Program Fee
The first $99,999.99	0.65%
The next $150,000	0.60%
The next $150,000	0.55%
The next $100,000	0.50%
Assets of $500,000 and above	0.45%

To the extent the ProAccount Fee applies to multiple plans of the Plan Sponsor, the ProAccount Fee shall be based on the combined balances within the ProAccount but will be withdrawn on a pro rata basis among the Participant's accounts in the separate plans. The Advice Program Fee is separate from the fees and expenses charged by investment options offered through the Plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through the Nationwide Retirement Program. The Advice Program Fee shall be calculated daily based on the Participant's daily balance and the calculated Advice Program Fee withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. The Plan Sponsor hereby consents to the withdrawal of the Advice Program Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such Advice Program Fee. If this Agreement ends before the end of the applicable calendar quarter, then a pro-rata share of the Advice Program Fee will be withdrawn from the Plan's Account.

To the extent permitted by applicable law or regulation, affiliates of NIA may receive payments from, or in connection with, investment options selected by the IFE which are included in the Portfolios. In addition, the IFE may select certain investment options for which NIA or an investment advisory affiliate acts as investment adviser. The IFE's fees for services provided under the Advice Program are not related to the investment options the IFE selects for the Portfolios or otherwise influenced by the payments NIA or its affiliates may receive from such investment options.

Certain Advice Program Investments may charge a redemption fee or impose a trade restriction on certain transactions. Redemption fees vary in amount and application from investment option to investment option. It is possible that transactions initiated by NIA under the Advice Program may result in the imposition of redemption fees or trade restrictions on one or more investment options held in Plan Participant Accounts. Any redemption fees will be deducted from the Plan Participant's Advice Program Account balance. For further information on redemption fees or trade restrictions, including whether they will be applicable to any of the investment options within your Plan, please consult the individual fund prospectus or other investment option disclosure material.

VI. INDEMNIFICATION, LIMITATION OF LIABILITY, AND RISK ACKNOWLEDGMENT

Subject to the limitations of Florida Statute 768.28, each party agrees to hold harmless, defend and indemnify the other party (including its directors, officers, employees, affiliates

and agents) from and against any and all claims, liabilities, losses, costs, damages or expenses (including, without limitation, cost of litigation and reasonable attorneys' fees) (collectively, "Losses") arising out of or attributable to the indemnifying party's (i) willful misconduct, bad faith, criminal activity, or gross negligence, (ii) material breach of this Agreement or the material inaccuracy of any representation or warranty provided hereunder, or (iii) violation of any law to which such party is subject.

Plan Sponsor, on behalf of the Plan, agrees to hold harmless, defend and indemnify NIA (including its directors, officers, employees, affiliates and agents) from and against any and all Losses arising out of or attributable to NIA's following directions or carrying out instructions, or using obsolete, inaccurate or incomplete information, given or furnished by the Plan or its agents.

A party that seeks indemnification under this Section VI must promptly give the indemnifying party written notice of any legal action. But a delay in notice does not relieve an indemnifying party of any liability to an indemnified party, except to the extent the indemnifying party shows that the delay prejudiced the defense of the action. The indemnifying party may participate in the defense at any time or it may assume the defense by giving notice to the other party. After assuming the defense, the indemnifying party: must select an attorney that is satisfactory to the other party; is not liable to the other party for any later attorney's fees or for any other later expenses that the other party incurs, except for reasonable investigation costs; must not compromise or settle the action without the other party's consent (but the other party must not unreasonably withhold its consent); and is not liable for any compromise or settlement made without its consent.

If the indemnifying party fails to participate in or assume the defense within 15 days after receiving notice of the action, the indemnifying party is bound by any determination made in the action or by any compromise or settlement made by the other party.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement waives or limits any rights either party has under those laws.

Risk Acknowledgment

NIA uses reasonable care, consistent with industry practice, in providing advisory services through the Advice Program. Investments within the Plan, as all investments in securities, involve risk and will not always be profitable. Investment return and principal will fluctuate with market conditions, and Plan Participant Accounts may lose money. Past performance of investments is no guarantee of future results. The analysis and advice provided by the IFE and delivered by NIA depends upon a number of factors, including the information you or the Plan Participants may provide, various assumptions and estimates, and other considerations. As a result, the advice developed and the recommendations provided are not guarantees that Plan Participants will achieve their retirement goals or anticipated performance. The investment advice provided under this Agreement relates only to the Plan Participant Accounts and will not apply to any other assets a Plan Participant may own.

VII. CONFIDENTIALITY

Each party agrees that it will not, without the prior written consent of the other party, at any time during the term of this Agreement or any time thereafter, except as may be required by competent legal authority or as necessary to facilitate the implementation of services hereunder, use or disclose to any person, firm or other legal entity, including any affiliate or other representative of the party, any confidential records, secrets or information related to the other party (collectively, "Confidential Information"). Confidential Information shall include, without limitation, information about the other party's products and services, customer lists, customer or client information, Plan and Plan Participant information, and all other proprietary information used by the party in its business. The parties acknowledge and agree that all Confidential Information that it has acquired, or may acquire, was received, or will be received in confidence. Each party will exercise utmost diligence to protect and guard such Confidential Information.

The Plan Sponsor (1) acknowledges that it is authorized to provide Confidential Information, including but not limited to Plan Participant information, to NIA for the operation of the Advice Program, and the provision of such information does not violate any Plan or company provisions or policies; and (2) authorizes the sharing of Plan Participant information among NIA and its affiliates as necessary for the operation of the Advice Program.

VIII. TERM OF AGREEMENT

This Agreement shall become effective upon acceptance by NIA, or its designated agent, upon review and receipt in its principal place of business, and such acceptance may be evidenced by internal records maintained by NIA or its designated agent. This Agreement shall continue until terminated by either party upon at least 30 days' advance written notice to the other. This Agreement will terminate immediately if the Plan terminates its participation in the Nationwide Retirement Program. In the event NIA terminates its relationship with the current IFE and has not designated a successor IFE, this Agreement shall automatically terminate upon written notice from NIA. The Plan Sponsor understands that upon termination of this Agreement, the Plan's Account will remain invested in the Advice Program Investments last allocated by NIA until such time as Plan Participants make changes to their individual Accounts.

IX. MISCELLANEOUS

Notices

All notices required to be delivered under this Agreement will be delivered in person or by U.S. first class mail, overnight courier, electronic mail or facsimile (with a paper copy provided via the U.S. mail if requested), in each case prepaid, to NIA at the address provided below and to the Plan Sponsor at the address provided on the signature page of this Agreement (or to such other addresses as the parties may specify to one another in writing):

Nationwide Investment Advisors, LLC
Attention: Nationwide ProAccount
P.O. Box 182797
Columbus, Ohio 43218-2797
Phone: 888/540-2896
Fax: 855/435-1863
proacct@nationwide.com

City of Cocoa
Attn: City Manager, John Titkanich, Jr.
Cc: Tammy Gemmati, Administrative Services Director
65 Stone Street
Cocoa, FL 32922
jtitkanich@cocoafl.org
cc: tgemmati@cocoafl.org

Notices will be deemed given upon dispatch.

Form ADV

The Plan Sponsor acknowledges having received and read NIA's Form ADV, Part 2 ("Form ADV") and Privacy Policy upon entering into this Agreement. The Form ADV is a disclosure document that summarizes the investment advisory services provided by an investment adviser registered with the SEC and/or the states. The Form ADV contains additional information about the Advice Program.

Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties hereto with respect to the obligations arising hereunder and supersedes and cancels any prior agreements, representations, warranties or communications, whether oral or written, among the parties hereto relating to the subject matter hereof. This Agreement may be amended by NIA upon 30 days' prior written notice to the Plan Sponsor and may be amended immediately upon notice, to the extent required to satisfy federal or state regulatory requirements.

Headings

All Section headings in this Agreement are for convenience of reference only and do not form part of this Agreement. Section headings will not, in any way, affect the meaning or interpretation of this Agreement.

Waiver

No delay by either party in requiring performance by the other shall affect the right of such party to require performance; no waiver by either party of any breach shall be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision.

Survival

All terms and provisions of this Agreement, including without limitation: "Indemnification, Limitation of Liability, and Risk Acknowledgment," "Confidentiality," and Miscellaneous"

which should by their nature survive the termination of this Agreement, shall so survive the termination of this Agreement.

Assignment

Neither party may assign this Agreement (within the meaning of the Advisers Act) or assign any of the rights or delegate any of the duties or obligations of this Agreement without the other party's prior consent. Any assignment in violation of this provision shall be void and of no force or effect.

Force Majeure

Neither party shall be liable for failure to perform if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party providers and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of government authority or new governmental restrictions, or acts of God.

Severability

Should any provision of this Agreement be held invalid or unenforceable by any court, arbitrator, statute, rule or otherwise, the remaining provisions of this Agreement will not be affected thereby and will continue in full force and effect to the fullest extent practicable.

Governing Law

This Agreement and its enforcement will be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law provisions or principles. Nothing herein will be construed in any manner inconsistent with the Advisers Act or any rule or order of the Securities and Exchange Commission, as applicable. Venue shall be properly placed only in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

Sovereign Immunity

The plan Sponsor intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provisions of this Agreement shall be construed as a waiver of the Plan Sponsor's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Plan Sponsor's potential liability under state or federal law.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has executed this Agreement as of the date set forth below.

Plan:
By: (Signature)
Title: City Manager
Print Name: John A. Titkanich, Jr., AICP, ICMA-CM
Plan Address: 65 Stone Street
Plan Contact/Telephone:
Date:

ACCEPTED BY NIA:

Nationwide Investment Advisors, LLC

By:
Print Name:
Title:
Date:

Legislation Details (With Text)

File #:	19-552	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	10/31/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Award Bid No. B-20-05-COC Transfer Pump #3 VFD Replacement to CE Power Solutions, LLC, Tampa, FL. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-20-05-COC Completed Sign in Sheet (002).pdf B-20-05-COC Tabulation Sheet (002).pdf B-20-05-COC Notice of Award Transfer Pump #3 VFD 12.11.19.pdf ITB-20-05-COC _ SOW_ Bid Form_ Bidder Acknowledgement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 26, 2019
Agenda Date: December 11, 2019
Prepared By: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid No. B-20-05-COC Transfer Pump #3 VFD Replacement to CE Power Solutions, LLC, Tampa, FL

BACKGROUND:

The Dyal Water Treatment Plant has three transfer pumps that pump treated and filtered drinking water from the clear well to the finished water ground storage tanks. One of these pumps, transfer pump #3, is a Variable Frequency Drive (VFD) pump. This pump has reached the end of its useful life and requires replacement.

City of Cocoa staff solicited competitive bids for the replacement of this VFD pump. The bid opening was on October 16, 2019 and CE Power Solutions LLC is the apparent low bidder. There were 21 plan holders for this bid, with two vendors submitting bids.

City staff recommends the purchase of a new VFD not to exceed $61,276.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$61,276.00
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Award Bid No. B-20-05-COC Transfer Pump #3 VFD Replacement to CE Power Solutions, LLC, Tampa, FL.

BID OPENING - SIGN IN SHEET

BID NAME: Claude H. Dyal Water Treatment Plant Transfer Pump # 3 VFD Replacement

BID NUMBER: B-20-05-COC **DATE/TIME:** 10/16/2019 3:30 PM

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	Heath Hancher	321-433-8833	HHANCHER@COCOAFL.ORG
CITY OF COCOA	DIANE KOZLAK	321-433-8844	DKOZLAK@COCOAFL.ORG
CEPS	BRIAN SPONCE	813-404-4567	BRIAN.SPONCE@CEPOWERSOL.COM

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Wednesday, October 16, 2019

BID NUMBER: BID # 20-05-COC for the Claude H. Dyal Water Treatment Plant Transfer Pump # 3 VFD Replacement

VENDOR	Bidder's Acknowledgement	Local Vendor Preference	Scrutinized Company Certification	Certificate of Debarment & Suspension	Bidder's Certification	Bid Form Total Base Bid	Alternate #1	Receipt of Addendum	Exceptions	References	Bidder's Qualifications	Listing of Sub Contractors	Bid Bond	Non-Collusion Affidavit	Drug Free	Conflict of Interest Statement	Certificate as to Corporate Principal	Certificate of Liability Insurance	Affidavit Regarding Workman's Comp.	Certificate of Insurance for Worker's Comp.	Trench Safety
CE Power Solutions LLC 3502 Riga Blvd., Suite C Tampa, FL 33619	Y	NA	Y	Y	Y	$61,276.00	NA	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Powell Electrical Systems, Inc. 7232 Airport Blvd. Houstin, TX 77061	Y	NA	Y	Y	Y	$87,400.00	NA	Y	Y	Y	Y	Y	Y	Y	N	Y	N	Y	Y	Y	N

Finance Department
PURCHASING DIVISION
65 Stone Street
Cocoa, FL 32922

NOTICE OF AWARD

Department: Utilities	Division: Dyal
Bid / RFP / RFQ #: **B-20-05-COC**	Project # **Dyal Water Treatment Plant Transfer Pump #3 VFD Replacement**
Awarded To: CE Power Solutions LLC.	Commodity / Work Description: Transfer Pump #3 VFD
Address / City / State / Zip: 3502 Riga Blvd., Suite C Tampa, Fl. 33619	Phone / Fax #'s: 1-800-434-0415
Purchase / Contract Amount: $61,276	Date of Award / City Council Approval: 12/11/2019

PLEASE COMPLETE THE INFORMATION REQUESTED ABOVE AS SOON AS THE CONTRACTOR HAS ACCEPTED AND THE CITY COUNCIL HAS APPROVED THE AWARD OF THIS OFFERING.

RETURN THIS DOCUMENT TO THE PURCHASING DIVISION WHEN COMPLETE

Thank you for your cooperation.

Project Summary:

Upgrade the existing Dyal Water Treatment Plant (WTP) Variable Frequency Drive (VFD) with a new equivalent VFD.

Work Scope:

CE Power Solutions (CEPS) will provide the required technical labor, supervision, basic equipment, consumable materials and engineering services to upgrade an existing EG Pump Controls Variable Frequency Drive (VFD) with a new Eaton VFD. A measurement outage is required prior to equipment procurement. The scope is as follows:

Pre-Measurement Outage Work

- A CEPS Engineer will evaluate the existing drawings and system requirements for replacement of the EG Pump Controls VFD with the proposed Eaton VFD. The engineer will review measurements, site pictures, drawings, I/O requirements, and system application.

Measurement Outage by CEPS Engineer

- LOTO with Dyal Electrical Team,
- Obtain necessary measurement of footprint,
- Verification of drawings
    - Assessment of I/O requirements.
    - Redline replacement connections.
- Note: The equipment must be deenergized.

Outage Work

- Provided the measurement outage verified acceptable replacement, CEPS will procure and install the new Eaton VFD. The existing VFD will be removed and turned over to the City of Cocoa. The replacement drive will be mounted in the same location, utilizing all the same cables and conduits.
- CEPS will program, test and commission the new Eaton VFD,
- CEPS will provide up to 4-hours of hands-on training for City of Cocoa personnel.
    - Training to occur same days as install and commissioning

Post Outage Deliverables

- As Built Drawings and Test Reports

Equipment Scope:

Eaton VFD
Design Series: Enclosed 6-Pulse DG1 Drive
Output Power: 300 HP (224 KW)
Rated Output Current (Amps): 361
Input Voltage: 480VAC Three Phase
Input Frequency: 45 to 66 Hz
Output Voltage: 480VAC Three Phase
Output Frequency: 0 to 320 Hz
Short Circuit Current Rating: 100KAIC
Enclosure NEMA Rating: NEMA 1 FILTERED
Drive Frame Size: FR7
Onboard Comms: BACnet MS/TP, Ethernet/IP, Modbus, & Modbus TCP

Notes and Clarifications:

1. CE Power Solutions is committed to a safe work environment for our personnel and in maintaining our industry leading safety record. In support of this effort, CE Power will "Move at the Speed of Safety". If site conditions are less than ideal, requiring additional time and effort to meet typical safety standards, CE Power reserves the right to pass on any delay costs to the customer.
2. This proposal includes labor, basic test equipment, and a written test report.
3. CE Power Solutions will apply appropriate state sales tax on all materials. If this project is tax exempt, please submit applicable tax-exempt certificate with purchase order or order acknowledgement upon award of the project.
4. Any equipment found defective during inspection or testing will be brought to your immediate attention. Any recommended repairs will require written authorization prior to being performed. This work will be charged per CE Power Solutions applicable rates.
5. If this proposal covers troubleshooting it does not guarantee that the equipment will be repaired. CE Power Solutions will attempt to repair the device to the best of its ability. Additional cost will be incurred if parts and/or labor beyond that which has been initially specified is required.
6. Testing and/or abatement of hazardous materials, including but not limited to asbestos and lead paint, are not included in this proposal unless explicitly stated otherwise.
7. Any delays experienced on site, not caused by CE Power Solutions, such as inclement weather, de-energizing/energizing equipment for the outage, equipment malfunction, coordination between trade(s), etc. may be subject to additional charges.
8. Notice of delays or change orders will be brought to your attention before costs are incurred. The customer must provide written authorization to proceed with any additional work.

9. Utility switching fees and/or wiring permit fees, if any, are not included in this proposal and will be additional to the base contract price.
10. A charge will apply if work is cancelled within 48 hours of the scheduled date.
11. No new cabling/wiring or conduit is included in this proposal.

City of Cocoa Dyal Water Treatment Plant Responsibilities

1. LOTO and Isolation; witnessed by CEPS.
2. Clear and free access to the work location and parking for required vehicles.
3. Provide adequate site conditions clear from mud, snow, and ice, as required. This includes removal of debris, snow, or other obstructions for clear and safe access.

Project Schedule:

1. Proposal is based on the following preliminary schedule:
    i. Engineering Site Visit – Up to (1) 10-hour Day
    ii. Outage Work – Up to (3) 10-hour Days
2. The pricing is based on work being performed during normal working hours, Monday through Friday, 7AM-5:30PM. Work after normal working hours, Saturdays, Sundays, and Holidays is not included.
3. Any specific schedule or time frame offered for accomplishing the scope of work in this proposal is subject to prior sale and the availability of CE Power Solutions resources. The schedule for performance of this work scope must be confirmed with CE Power Solutions at the time of order placement.

Project Pricing:

Please see Section 8.3 Bid Form for pricing

Terms:

Standard CE Power Solutions Terms and Conditions apply
Terms: Net 30 days
Freight: Prepay and Add
FOB: Factory
Submittal Drawings: 4-6 Weeks ARO & Engineering Site Visit
Shipment: 10-12 Weeks After Receipt of Approved Submittal Drawings & Release to Manufacture
This proposal is valid for 15 days

Proposed Milestone Payment Schedule based upon total contract price:

10%	Order Entry
30%	Delivery of Submittal Drawings
20%	Delivery of Equipment
30%	Installation of Equipment
10%	Delivery of O&M / As-Built Drawings

Proposal Acceptance Information

Upon acceptance of this proposal, please send contract/purchase order to:

CE Power Solutions
Attn: Brian Spence
3502 Riga Boulevard, Suite C
Tampa, FL 33619

Fax: 863-582-9988
Email: brian.spence@cepowersol.com

This proposal is considered proprietary in nature, intended for the sole use of the entity addressed above, and as such is not intended for general public distribution.

	Yes ☒	Section 00485 Drug free workplace certification signed
	Yes ☒	Section 00490 Conflict of Interest Statement
	Yes ☒	Section 00620 Corporate Principle Statement
	Yes ☒	Section 00650 Certificate of Insurance Liability
	Yes ☒	Section 00660 Affidavit Regarding Workman's Compensation
	Yes ☒	Section 00665 Certificate of Insurance for Workman's Compensation
	Yes ☒	Section 00675 Trench Safety Act Certification

8.3. Bid Form

Proposal of CE Power Solutions LLC
(Name)
4040 Rev Drive Cincinnati Ohio 45232
(Address)

To furnish all materials, service, equipment, and labor required, for **CLAUDE H. DYAL WATER TREATMENT PLANT TRANSFER PUMP #3 VFD REPLACEMENT** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

	$
+ All Other Services, Labor, Materials and Equipment	$ 61,276.00
= TOTAL BASE BID	$ 61,276.00

Sixty-one thousand two hundred and seventy-six Dollars
(Grand Total Written in words)

ALTERNATE #1:	$ N/A

N/A Dollars
(Alternate #1 Amount Written in words)

Failure to complete the above will result in the bid being declared non-responsive.

9. Bidder Agreement & Public Notary

The undersigned also agrees as follows:

The undersigned Bidder also agrees to commence the work with an adequate force and equipment within seven (7) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in one hundred twenty (120) days with completion in one hundred eighty (180) days from notice to proceed.

Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred ($500.00) per calendar day.

Receipt of Addenda Number(s) #1 is acknowledged.

Dated this 14th day of Oct, 2019.

CE Power Solutions LLC
(Company or Corporation Name)

4040 Rev Drive
(Street or P.O. Box)

Cincinnati Ohio 45232
(City, State and Zip Code)

800-434-0415
(Area Code and Phone Number)

513-563-6120
(Area Code and Fax Number)

info@cepower.net
(Email Address)

By Paul Cody, CEO
(Name Printed and Title)

Paul Cody
(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Paul Cody who, after first being sworn by me,

Affixed his/her signature in the space provided above on this 14th day of October, 2019.

MARYANN SANTEL
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
01-03-2023

Maryann Santel
(Notary Public)
My commission
Expires: 1/3/2023

Legislation Details (With Text)

File #:	19-575	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/6/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Approve Participation in a Cooperative Purchasing Agreement with Goodson Paving, Inc., Cocoa, Florida, utilizing Brevard County Bid No. B-4-19-07, Concrete Sidewalk, Curb and Gutter, effective January 14, 2019 through January 13, 2022; Approve Participation in a Cooperative Purchasing Agreement with Goodson Paving, Inc., Cocoa, Florida, utilizing Brevard County Bid No. B-4-18-50, Asphaltic Concrete, effective June 21, 2019 through June 20, 2020. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard County Bid No. B-4-18-50 Asphaltic Concrete.pdf Brevard County Bid No. B-4-19-07 Concrete Sidewalk, Curb and Gutter.pdf Goodson Paving Pricing Brevard County Bid B-4-18-50 Asphaltic Concrete.pdf Goodson Paving Pricing Brevard County Bid B-4-19-07 Concrete.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 6, 2019
Agenda Date: December 11, 2019
Prepared By: Melinda M. Keesee, Field Operations Technician
Prepared By: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:

Approve Participation in a Cooperative Purchasing Agreement with Goodson Paving, Inc., Cocoa, Florida, utilizing Brevard County Bid No. B-4-19-07, Concrete Sidewalk, Curb and Gutter, effective January 14, 2019 through January 13, 2022; Approve Participation in a Cooperative Purchasing Agreement with Goodson Paving, Inc., Cocoa, Florida, utilizing Brevard County Bid No. B-4-18-50, Asphaltic Concrete, effective June 21, 2019 through June 20, 2020

BACKGROUND:

The Water Field Operations Division (WFO) provides repair services associated with potable water distribution system water main breaks and service line failures. The damage caused by these water infrastructure failures includes Florida Department of Transportation (FDOT) and Brevard County roadways as well as public and private property. The WFO Restoration Crew completes restoration tasks in areas affected by distribution system failures, but they are not authorized or equipped to permanently repair FDOT and Brevard County roads. These repairs must be performed by authorized contractors who are qualified to mill and repave state and county roads.

Previously, the City contracted with All Terrain Tractor for site restoration through Orlando Utilities Commission (OUC) Contract 4218-2 OQ. While All Terrain Tractor has performed admirably, the Utilities Department is pursuing local Brevard County contracts for restoration services which would provide additional operational and logistical efficiencies required by the WFO Division.

At this time, we are requesting the use of Brevard County Bid No. B-4-19-07, Concrete Sidewalk, Curb and Gutter, and Brevard County Bid No. B-4-18-50, Asphaltic Concrete, for restoration services. These contracts have been reviewed by the City and have been determined to be applicable to the services required by WFO.

Therefore, staff recommends approval of the Brevard County Bid No. B-4-19-07, Concrete Sidewalk, Curb and Gutter with Goodson Paving, Inc. to perform concrete restoration services, and to authorize a budgeted expenditure for these services not to exceed $50,000. Staff also recommends approval of the Brevard County Bid No. B-4-18-50, Asphaltic Concrete with Goodson Paving, Inc. to perform asphalt restoration services, and to authorize expenditure for these services not to exceed $176,000 consistent with the fiscal year 2020 budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$226,000
Account Number:	421-4025-536.46-00
Account Name:	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve Participation in a Cooperative Purchasing Agreement with Goodson Paving, Inc., Cocoa, Florida, utilizing Brevard County Bid No. B-4-19-07, Concrete Sidewalk, Curb and Gutter, effective January 14, 2019 through January 13, 2022; Approve Participation in a Cooperative Purchasing Agreement with Goodson Paving, Inc., Cocoa, Florida, utilizing Brevard County Bid No. B-4-18-50, Asphaltic Concrete, effective June 21, 2019 through June 20, 2020.

BID # B-4-18-50/ASPHALTIC CONCRETE
PRICE ADJUSTMENT 2

Primary, Secondary, Third		VA Paving			Goodson Paving			Community Asphalt		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$77.60 Ton	$109.01 Ton		$84.11 Ton	$114.51 Ton	$161.50 Ton	$124.01 Ton	$134.01 Ton	$139.01 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$77.60 Ton	$109.01 Ton	$149.01 Ton	$83.81 Ton	$114.51 Ton	$157.01 Ton	$119.01 Ton	$129.01 Ton	$134.01 Ton
FRICTION COURSE		**ROAD PAVING**			**ROAD PAVING**			**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$185.71Ton			$182.75 Ton			$184.75 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$110.75 Ton			$119.21 Ton			$160.75 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$108.75 Ton			$116.25 Ton			$145.75 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$399.01 Ton			$449.01 Ton			$399.01 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$299.01 Ton			$299.01 Ton			$499.01 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$224.01 Ton			$269.01 Ton			$299.01 Ton		
TACK FOB Gallon	FOB GALLON	$11.00 Gal			$8.50 Gal			$7.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$0.65 SY			$0.62 SY			$0.75 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$1.00 SY			$1.20 SY			$0.75 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$300.00 Ton	$3.00 SY		$310.00 Ton	$3.05 SY		$175.00 Ton	$5.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$61.51 Ton			N/A			$73.91 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$2.00 L.F.			$5.05 LF			$4.00 LF		
Night Work	Cost per ton	$10.00			$18.00			$10.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$5.00 SY			$5.90 SY			$7.50 SY		
	SY $2,501 - 5,000	$3.00 SY			$3.15 SY			$4.00 SY		
	SY 5,001 to 15,000	$2.50 SY			$2.90 SY			$3.50 SY		
	SY 15,001 and over	$2.00 SY			$2.20 SY			$3.00 SY		
Asphalt Millings for Pickup FOB Plant		$25.00 Ton			$28.00 Ton			$5.35 Ton		

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940
Telephone (321) 617-7390
Facsimile (321) 617-7391

March 7, 2019

Ms. Debra Mallard
V.A. Paving, Inc.
2955 Lake Drive
Cocoa, FL 32926
Email: debra.mallard@vapaving.com

Dear Ms. Mallard:

This letter is to notify you of the intent to renew **B4-18-50, Asphaltic Concrete**. The effective dates of this renewal will be **6/21/2019 to 6/20/2020**.

If **V.A. Paving, Inc.**is interested in renewing this bid under the same terms, prices and conditions, please respond by signing to the understanding of the renewal for **B4-18-15, Asphaltic Concrete**. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

I, Debra Mallard President, of **V.A. Paving, Inc.** agree to renew subject contract through 06/20/2020, under the same terms, pricing and conditions.

If **V.A. Paving, Inc.**is not interested in renewing this contract, please complete and sign the following statement:

I, _____ _____, of **V.A. Paving, Inc.**do not agree to renew subject contract.

Authorized Vendor Signature	03/15/2019 Date

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact **Jon McLester at 321-617-7390**. Please email your response to Jennifer Smith at jennifer.smith@brevardfl.gov. Your timely attention to this matter is greatly appreciated.

Sincerely,

Steven A. Darling, Jr.
Purchasing Services & Contracts Manager

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940
Telephone (321) 617-7390
Facsimile (321) 617-7391

March 7, 2019

Mr. Manuel Aguiar
Community Asphalt Corp.
2975 Industrial Boulevard
Vero Beach, FL 32967
Email: manny.aguiar@ohlna.com

Dear Mr. Aguiar:

This letter is to notify you of the intent to renew **B4-18-50, Asphaltic Concrete.** The effective dates of this renewal will be **6/21/2019 to 6/20/2020**.

If **Community Asphalt Corp.**is interested in renewing this bid under the same terms, prices and conditions, please respond by signing to the understanding of the renewal for **B4-18-15, Asphaltic Concrete**. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

I, Manuel Aguiar, Corporate Vice Pesident, of **Community Asphalt Corp.** agree to renew subject contract through 6/20/2020, under the same terms, pricing and conditions.

If **Community Asphalt Corp.**is not interested in renewing this contract, please complete and sign the following statement:

I, _____ _____, of **Community Asphalt Corp.**do not agree to renew subject contract.

Authorized Vendor Signature - Corporate Vice President	03/15/2019 Date

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact **Jon McLester at 321-617-7390**. Please email your response to Jennifer Smith at jennifer.smith@brevardfl.gov. Your timely attention to this matter is greatly appreciated.

Sincerely,

Steven A. Darling, Jr.
Purchasing Services & Contracts Manager

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940
Telephone (321) 617-7390
Facsimile (321) 617-7391

March 8, 2019

Mr. Travis Goodson
Goodson Paving, Inc.
630 Cidco Road
Cocoa, FL 32926
Email: goodsonpaving@gmail.com

Dear Mr. Goodson:

This letter is to notify you of the intent to renewal **B4-18-50, Asphaltic Concrete**. The effective dates of this renewal will be **6/21/2019 to 6/20/2020**.

If **Goodson Paving, Inc.** is interested in renewing this bid under the same terms, prices and conditions, please respond by signing to the understanding of the renewal for **B4-18-15, Asphaltic Concrete**. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

I, Travis Goodson, of **Goodson Paving, Inc.** agree to renew subject contract through 6-20-2020 under the same terms, pricing and conditions.

If **Goodson Paving, Inc.** is not interested in renewing this contract, please complete and sign the following statement:

I, _____ _____ __, of **Goodson Paving, Inc.** do not agree to renew subject contract.

Authorized Vendor Signature	Date 3-11-19

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact **Jon McLester at 321-617-7390. Please email your response within five business days to Jennifer Smith at** jennifer.smith@brevardfl.gov. Your timely attention to this matter is greatly appreciated.

Sincerely,

Jon McLester
Purchasing Services Supervisor

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940
Telephone (321) 617-7390
Facsimile (321) 617-7391

March 7, 2019

Mr. Michael Iapaluccio
Preferred Materials, Inc.
1806 33rd Street, Suite 150
Orlando, FL 32839
Email: Michael.Iapaluccio@preferredmaterials.com

Dear Mr. Iapaluccio:

This letter is to notify you of the intent to renew **B4-18-50, Asphaltic Concrete**. The effective dates of this renewal will be **6/21/2019 to 6/20/2020.**

If **Preferred Materials, Inc.**is interested in renewing this bid under the same terms, prices and conditions, please respond by signing to the understanding of the renewal for **B4-18-15, Asphaltic Concrete**. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

I, _____ _____, of **Preferred Materials, Inc.** agree to renew subject contract through _____, under the same terms, pricing and conditions.

If **Preferred Materials, Inc.**is not interested in renewing this contract, please complete and sign the following statement:

I, Michael Espaluccio, of **Preferred Materials, Inc.**do not agree to renew subject contract.

Authorized Vendor Signature	Michael Iapaluccio Vice President/GM Preferred	Date 3/1/19

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact **Jon McLester at 321-617-7390**. Please email your response to Jennifer Smith at jennifer.smith@brevardfl.gov. **Your timely attention to this matter is greatly appreciated.**

Sincerely,

Steven A. Darling, Jr.
Purchasing Services & Contracts Manager

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
DATE: June 21, 2018
BID# B-4-18-50/Asphaltic Concrete

PROCUREMENT ANALYST: Jonathan, McLester

VENDOR	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT
VA Paving	**YES**	**Per attached tabulation**	**$3,000,000 annually (Estimate only).**
Goodson Paving	YES	**Per attached tabulation**	
Preferred Materials	YES	**Per attached tabulation**	
Community Asphalt	YES	**Per attached tabulation**	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA):
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Jonathan McLester, Procurement Supervisor

☒ Award to overall lowest, most responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
☐ Award to low bid, less than three responses received.
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Bruce Black, Public Works; and Jon McLester, Central Services

FOR PURCHASING USE ONLY:
ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: June 21, 2018 ENDING DATE: June 20, 2019
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), one (1) year renewals

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☐ OTHER:

____JM

Bid B-4-18-50/Asphaltic Concrete
Opening Date and Time: June 12, 2018 @ 2:00 p.m.
Posted: June 13, 2018 @ 2:30 p.m. through June 20, 2018 @ 5:00 p.m.

BID TABULATION

Primary, Secondary, Third	Fourth		VA Paving		Goodson Paving			Preferred Materials			Community Asphalt		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$78.59 Ton	$110.00 Ton	$150.00 Ton	$85.10 Ton	$115.50 Ton	$162.50 Ton	$85.56 Ton	$110.00 Ton	$155.00 Ton	$125.00 Ton	$135.00 Ton	$140.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$78.59 Ton	$110.00 Ton	$150.00 Ton	$84.80 Ton	$115.50 Ton	$158.00 Ton	$81.86 Ton	$107.00 Ton	$154.00 Ton	$120.00 Ton	$130.00 Ton	$135.00 Ton
FRICTION COURSE		**ROAD PAVING**			**ROAD PAVING**			**ROAD PAVING**			**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$185.00 Ton			$182.00 Ton			$175.00 Ton			$184.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$110.00 Ton			$118.25 Ton			$125.00 Ton			$160.00 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$108.00 Ton			$115.50 Ton			$110.00 Ton			$145.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$400.00 Ton			$450.00 Ton			$500.00 Ton			$400.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$300.00 Ton			$300.00 Ton			$500.00 Ton			$500.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$225.00 Ton			$270.00 Ton			$400.00 Ton			$300.00 Ton		
TACK FOB Gallon	FOB GALLON	$11.00 Gal			$8.50 Gal			N/A			$7.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$0.65 SY			$0.62 SY			$1.00 SY			$0.75 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$1.00 SY			$1.20 SY			$1.00 SY			$0.75 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$300.00 Ton	$3.00 SY		$310.00 Ton	$3.05 SY		$500.00 Ton	$7.00		$175.00 Ton	$5.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$62.50 Ton			N/A			$73.00 Ton			$74.90 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$2.00 L.F.			$5.05 LF			$2.50 LF			$4.00 LF		
Night Work	Cost per ton	$10.00			$18.00			$10.00			$10.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$5.00 SY			$5.90 SY			$5.00 SY			$7.50 SY		
	SY $2,501 - 5,000	$3.00 SY			$3.15 SY			$2.50 SY			$4.00 SY		
	SY 5,001 to 15,000	$2.50 SY			$2.90 SY			$2.00 SY			$3.50 SY		
	SY 15,001 and over	$2.00 SY			$2.20 SY			$2.00 SY			$3.00 SY		
Asphalt Millings for Pickup FOB Plant		$25.00 Ton			$28.00 Ton			$35.00 Ton			$5.35 Ton		

Individual Projects will be awarded on project by project basis based on total cost utilizing prices above.

SUBMIT SEALED BID TO:		INVITATION TO BID
BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940	Brevard COUNTY Purchasing Services	**Bid Acknowledgment**
PROCUREMENT ANALYST: Jon McLester (321) 617-7390 Ext. 5-6049 jonathan.mclester@brevardfl.gov	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or on our Brevard County Purchasing Services website, or at the Onvia DemandStar® website.

MAILING DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
May 17, 2018	Asphaltic Concrete	B-4-18-50	June 12, 2018 at 2:00 p.m.

PRE-BID DATE, TIME, AND LOCATION:
A pre-bid meeting will be held on June 5 , 2018 at 9:00 a.m. in the Purchasing Conference Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ Mandatory
☒ Non-Mandatory

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼VENDOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF BIDDER AND BUSINESS ADDRESS:
Goodson Paving, Inc
430 Cidco Road
Cocoa, Fl 32926

TELEPHONE NUMBER/TOLL-FREE NUMBER:
321) 631-5523

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2872065

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the County of Brevard, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

The bidder acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Travis Goodson
NAME (*PRINTED*)

Vice President — 6/11/18
TITLE — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 11 day of June 2018.

Personally known: ☑

Or produced identification: ☐ Type of ID: _____

Faith Hemric — FL
SIGNATURE OF NOTARY PUBLIC — STATE

Faith Hemric
NAME OF NOTARY PUBLIC (*PRINTED*)

NOTARY PUBLIC STATE OF FLORIDA

FAITH HEMRIC
Commission # GG 118868
Expires August 13, 2021
Bonded Thru Budget Notary Services

My commission expires: _____

(AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE: — **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

ASPHALTIC CONCRETE
BID # B-4-18-50

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 85.10 Ton	$ 115.50 Ton	$ 162.50 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ 84.80 Ton	$ 115.50 Ton	$ 158.00 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 182.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ 118.25 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$ 115.50 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ 450.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ 300.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ 270.00 Ton		
TACK FOB Gallon	FOB GALLON	$ 3.50 Gal		
PRIME	Vendor Delivered, Vendor Placed	$ .62 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ 1.20 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ 310.00 Ton	$ 3.05 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ N/a Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$ 5.05 L.F.		
Night Work	Cost per ton	$ 18.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ 5.90 SY		
	SY $2,501 - 5,000	$ 3.15 SY		
	SY 5,001 to 15,000	$ 2.90 SY		
	SY 15,001 and over	$ 2.20 SY		
Asphalt Millings for Pickup FOB at Plant		$ 28.00 Ton		

Plant Locations: VA Paving - Cocoa, Preferred Materials - Melbourne, Orlando Paving - Orlando

If primary contractor cannot meet the 72-hour availability notification, would you be willing to negotiate price and provide this service as a secondary source? ✓ Yes / _____ No

Addendum Acknowledgment:

Add. No. #1 Dated 6/7/18 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

ASPHALTIC CONCRETE
BID # B-4-18-50

PRICE SHEET (Continued)

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discountss for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whicever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

n/a

Does your company accept payment via ACH? _____YES / ✓ NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR Goodson Paving, Inc.

ADDRESS 630 Cidco Road, Cocoa 32926

AUTHORIZED SIGNATURE

PRINTED SIGNATURE Travis Goodson DATE 6/11/18

TELEPHONE # 321-631-5523 FAX # 321-639-0497

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

INDEMNIFICATION AND INSURANCE REQUIREMENTS

ASPHALTIC CONCRETE

BID # B-4-18-50

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Vendor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

ASPHALTIC CONCRETE
BID # B-4-18-50
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Goodson Paving, Inc.	B-4-18-50
Business Name	Bid Number and Name
	6/11/18
Authorized Representative's Signature	Date
Travis Goodson	Vice President
Name	Position

ASPHALTIC CONCRETE
BID #B-4-18-50
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Quote that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that Brevard County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Board of County Commissioners. Vendor/contractor agrees to rent/sell/lease all goods and services to Brevard County as opposed to a private citizen, on a first priority basis. Brevard County expects to pay a fair and reasonable price not to exceed those quoted in this quote for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24 hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

x _____
(authorized signature)

Travis Goodson
(printed name)

Vice President
(title)

Emergency/24 hour Phone Number(s) 321-749-3263 (Travis)

Office Phone Number 321-631-5523 Home Phone Number 321-504-1090

Pager Number N/a Cellular Phone Number 321-749-3263

Nearest Branch Office Phone Number 321-631-5523

and location 630 Cidco Road, Cocoa 32926

Fax Number 321-639-0497 Date June 11, 2018

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

ASPHALTIC CONCRETE
BID #B-4-18-50
June 7, 2018
Addendum 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO QUESTIONS RECEIVED:

1. Will County municipalities piggyback this contract?

   RESPONSE: Municipalities have the option to piggyback per its discretion.

2. Does the FC-12.5 referenced contain PG 76-22 PMA?

   RESPONSE: FC 12.5 must meet the requirements of Section 337 Asphalt Concrete Friction Courses in the FDOT Standard Specifications 2014. The mix design submitted must be a current approved mix design on the FDOT website.

3. Please provide additional information regarding performance bonds required over $100,000.00. How many projects will there be over $100,000.00 each year? What is the average dollar amount of each of these projects? Which bid items will the performance bonds pertain to?

   RESPONSE: Public Works – Construction had 14 projects over $100,000.00 this year; $220,000.00 average. Any SP or FC vendor placed asphalt over $100K per project.

4. On Page 8 No.2 Agreement Period of the Asphaltic Concrete Bid, B-4-18-50 Special Conditions, it states: "The resulting agreement shall be effect for one (1) year from the date of award. Agreement shall have the option to renew for up to two (2) additional, one (1) year periods." Is the Asphaltic Concrete Bid # B-4-18-50 Price Sheet provided for the first year of this agreement?

   RESPONSE: Yes.

5. If cost increases arise after the first year, how will this be addressed?

   RESPONSE: The cost is determined ± by the Fuel & Bituminous Average Price Index.

6. Is the FDOT Fuel & Bituminous Average Price Index in effect for this bid?

   RESPONSE: Yes.

7. On Page 11 Note 13 of the Asphaltic Concrete Bid# B-4-18-50 Specifications it states: "The County will make award in accordance with General Conditions #22 on the following: ....." . What are General Conditions #22?

RESPONSE: The award will be determined using vendor placed asphalt SP-9.5, SP-12.5, FC-9.5, FC-12.5 and FOB asphalt picked up at the plant.

8. On Page 12 Note 25 Estimated Quantities/Usages of the Asphaltic Concrete Bid# B-4-18-50 Specifications it states: "Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product of work to be purchased. Brevard County Board of County Commissioners: Superpave 9.5-58,000; Superpave 12.5- 14,000; FC12.5- 30,000." How much of the Superpave 9.5-58,000 is F.O.B. at Plant?

   RESPONSE: None.

9. Please provide a breakdown of the overall annual quantities for each bid item that was performed during each of the last three (3) years.

   RESPONSE: The quantities listed in question 8 are what we placed this year. The previous years were not approved at 55 miles.

✦

Please note that the bid opening date and time remains June 12, 2018 @ 2:00 PM.

All other terms and conditions remain unchanged.

Sincerely,

Jonathan McLester, CPPO, CPPB
Purchasing Supervisor

JLM/rds

cc: file
Public Works dept.

END OF ADDENDUM NO. 1

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. BIDDER - The term "BIDDER" used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

   c. VENDOR - The term "VENDOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   d. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   e. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   f. QUALIFIED BIDDER - The best bidder who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or its subcontractors' past performance for the Board, an any other information required by Board policies.

   g. RESPONSIVE BIDDER - A bidder who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   h. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1)(b)2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to the Brevard County Purchasing Services website at http://www.brevardfl.gov/CentralServices/Purchasing and the DemandStar website at: www.demandstar.com.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award

if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, vendors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST**: The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that 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 repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat.

for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Section 287.135, Fla. Stat., prohibits agencies from contracting with companies for foods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to Section 215.473, Fla. Stat.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from vendors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the bidder agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not

increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

    Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of 119.07(1)(e) and (f) , Fla. Stat.

    Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

54. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. Should a tie still exist, <u>in the case of proposals only</u>, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;

    c. In the event that a tie still exists after progressing through a–c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

55. **VENDOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager, or his/her designee, shall post a tabulation of competitive sealed bids/quotes to the Purchasing Services website and to the DemandStar website. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

b. **PROCEEDINGS**

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

ASPHALTIC CONCRETE
BID # B-4-18-50
SPECIAL CONDITIONS

1. PURPOSE

   Brevard County Purchasing on behalf of the Brevard County Public Works department is soliciting annual bids for the purchase of asphaltic concrete on a continuing basis to be purchased on an as needed basis.

   Estimated annual quantities are provided for Brevard County. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement.

2. AGREEMENT PERIOD

   The resulting agreement shall be in effect for one (1) year from the date of award. Agreement shall have the option to renew for up to two (2) additional, one (1) year periods.

3. INFORMATION OR CLARIFICATION

   For information concerning procedures for responding to this bid, contact Jon McLester, Purchasing Services at 321-617-7390 or by email at jonathan.mclester@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted to the County website at http://www.brevardfl.gov/CentralServices/Purchasing/BiddingOpportunities. The County will not notify bidders of addenda. It is the sole responsibility of the bidder to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

   Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Jon McLester at jonathan.mclester@brevardfl.gov. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

4. RECEIVING OF BIDS

   Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than June 12, 2018 at 2:00 p.m.**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

   Bids shall be submitted in one (1) original and one (1) copy with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by one (1) equivalent electronic PDF file on compact disc (CD) of USB flash drive.

   Note* Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk.** To be considered, **a bid must be accepted in Purchasing Services no later than the ITB closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

5. PRE-BID/WALK THROUGH

A pre-bid meeting shall be held on June 5, 2018 at 9:00 a.m., located in Purchasing Services Conference Room, 2725 Judge, Viera, FL 32940.

☐ **Mandatory** ☒ **Non-Mandatory**

6. AWARD

Award will be made by line item based on cost. Each line item will be awarded a primary and a secondary vendor.

7. LOCAL PREFERENCE NOT A FACTOR

Local Preference shall not be a factor in the award of this bid. The inclusion of Local Preference could make the County ineligible for potential reimbursements from agencies such as FHWA, and/or FEMA in the event of emergency or natural disaster. For this reason item 53 of our Terms and Conditions has been struck-through, and Local Preference shall not apply to this bid.

ASPHALTIC CONCRETE
BID # B-4-18-50
SPECIFICATIONS

1. The material and services to be provided and performed by the awarded vendor are anticipated to be, but not limited to, those services set forth in the specifications. If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor, in writing, the problem (s) that exist. If the problem(s) persist or reoccur, the County reserves the right to cancel the contract by advising the contractor in writing as per General Conditions #42.

2. All material supplied under this contract must meet the requirements of sections 300, 320, 334, 336, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2014 edition.

3. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one ton minimum) must be available with 72 hours of notification by the agency, and within five business days notice by the agency for any night time work.

4. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.

5. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.

6. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming.)

7. Contractor shall be responsible for rideability (must bring any problems of existing conditions to County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2014. Roadways subject to straight edge requirements.

8. Contractor to place all asphalt mixtures by the stringline method, per FDOT 330-6.1.1. Contractor is to provide a uniform center line and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.

9. The contractor shall provide temporary striping in accordance with section 102-1 and 102-2 of the Florida D.O.T. Standard Specification for Road and Bridge construction, 2014 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.

10. When required, The contractor shall provide all equipment, labor and materials for Maintenance of Traffic in accordance with Florida D.O.T. Design Standards for Design. Construction, Maintenance and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

11. The contractor shall conform to the requirements of Section 330, "Hot Mix Asphalt - General Construction Requirements" of Florida D.O.T. Standard Specifications for Road and Bridge Construction 2014 Edition.

12. The contractor shall conform to the requirements of section 327 "Milling of Existing Asphalt Pavement" The Milled surface must be of uniform grade, and be consistent with the profile which existed prior to milling, and be clean and free of loose materials prior to the placement of hot mix.

13. The County will make award in accordance with General Conditions # 22 on the following:

    - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5, FC12.5, and pick-up price for FOB 9.5 asphalt.
    - The Vendor Delivered and Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.

14. Plant locations must be identified with bid.

15. Bids will be acceptable only from companies supplying from plant sites having been in operation for the last three (3) month period, with a capacity for supply of 400 tons or more during an eight (8) hour workday.

16. Projects still in progress under the County's current agreement will be completed by the contractor under the current agreement. The contractor awarded this bid will be responsible for completion of any projects already in progress when the term of this bid expires.

17. An electronic weight ticket with Brevard County contract number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

18. Subsequent to award and prior to commencement of contract, successful bidder(s) will be required to furnish proof of minimal insurance coverage per the attached requirements.

19. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2014 edition.

20. Any "pushing" or "slipping" of the asphalt within a 12 month period after placement will be repaired at the contractor's expense.

21. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

22. Testing maybe required using the following guidelines. Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT or County requirements (samples from the field shall be taken directly in front of the power screw feed). All deficiencies will be corrected per FDOT Standards & Specifications for Road & Bridge (2014 version). Cores may also be required to verify thickness.

23. <u>LIQUIDATED DAMAGES</u>
    If the Contractor does not arrive on site as scheduled, the County will provide the Contractor with 24-hours notice that work will be acquired elsewhere. In the event that the County acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County incurs from the alternate supplier.

    Liquidated damages may be collected by the County by deducting damages from any outstanding invoices.

24. DEFECTIVE MATERIALS

If the contractor provides the County with any defective materials, it shall be the contractors responsibility to remove the defective materials and replace them with correct materials at their own expense. The County will not remit payment for the original materials ordered until this correction is complete.

25. ESTIMATED QUANTITIES/USAGES

Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased.

Brevard County Board of County Commissioners: Superpave 9.5 58,000; Superpave 12.5 – 14,000; FC 12.5 30,000.

The Contractor shall be responsible for preventing all asphalt paving debris from entering the storm drainage system of Brevard County. The Contractor shall use best management practices to establish inlet protection and the prevention of all unsuitable materials from entering into the storm system.

SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Jon McLester Ext. 5-6049
jonathan.mclester@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or on our Brevard County Purchasing Services website, or at the Onvia DemandStar® website.

MAILING DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
May 17, 2018	Asphaltic Concrete	B-4-18-50	June 12, 2018 at 2:00 p.m.

PRE-BID DATE, TIME, AND LOCATION:
A pre-bid meeting will be held on June 5 , 2018 at 9:00 a.m. in the Purchasing Conference Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ Mandatory
☒ Non-Mandatory

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼VENDOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF BIDDER AND BUSINESS ADDRESS:
Preferred Materials, Inc.
1806 33rd Street, Suite 150
Orlando, FL 32839

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(407) 343-7445

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
58-1401468

If returning as a "no bid," state reason:

ORIGINAL

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the County of Brevard, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

The bidder acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Michael Iapaluccio
NAME (*PRINTED*)

Authorized Employee
TITLE

6-12-18
DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 12th day of June 20 18.

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

_____ FL
SIGNATURE OF NOTARY PUBLIC STATE

Ashley J. Colón
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 3/16/19

(AFFIX SEAL or STAMP)

FLORIDA NOTARY ASSOCIATION SINCE 1978

Ashley J. Colon
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF210383
Expires 3/16/2019

BOND DATA

VENDOR MUST PROVIDE: **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

ASPHALTIC CONCRETE
BID # B-4-18-50

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 85.56 Ton	$ 110.00 Ton	$ 155.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ 81.86 Ton	$ 107.00 Ton	$ 154.00 Ton
FRICTION COURSE		ROAD PAVING		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 175.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ 125.00 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$ 110.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ 500.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ 500.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ 400.00 Ton		
TACK FOB Gallon	FOB GALLON	$ N/A Gal		
PRIME	Vendor Delivered, Vendor Placed	$ 1.00 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ 1.00 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ 500.00 Ton	$ 7.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ 73.00 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	**$ 2.50 L.F.**		
Night Work	Cost per ton	$ 10.00 Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ 5.00 SY		
	SY $2,501 - 5,000	$ 2.50 SY		
	SY 5,001 to 15,000	$ 2.00 SY		
	SY 15,001 and over	$ 2.00 SY		
Asphalt Millings for Pickup FOB at Plant		$ 35.00 SY		

Plant Locations: 6210 North US Hwy 1, Melbourne, FL 32940 & 760 Macasphalt Pl, Winter Springs, FL 32708

If primary contractor cannot meet the 72-hour availability notification, would you be willing to negotiate price and provide this service as a secondary source? __X__Yes / _____No

Addendum Acknowledgment:

Add. No.__1__Dated__06/07/18_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

ASPHALTIC CONCRETE **PRICE SHEET (Continued)**
BID # B-4-18-50

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discountss for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

N/A

Does your company accept payment via ACH? X YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR Preferred Materials, Inc.

ADDRESS 1806 33rd Street, Suite 150, Orlando FL 32839

AUTHORIZED SIGNATURE

PRINTED SIGNATURE Michael Iapaluccio DATE 6-12-18

TELEPHONE # (407) 343-7445 FAX # (407) 839-1457

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. BIDDER - The term "BIDDER" used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

   c. VENDOR - The term "VENDOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   d. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   e. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   f. QUALIFIED BIDDER - The best bidder who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or its subcontractors' past performance for the Board, an any other information required by Board policies.

   g. RESPONSIVE BIDDER - A bidder who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   h. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1)(b)2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to the Brevard County Purchasing Services website at http://www.brevardfl.gov/CentralServices/Purchasing and the DemandStar website at: www.demandstar.com.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award

if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, vendors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that 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 repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat.

for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Section 287.135, Fla. Stat., prohibits agencies from contracting with companies for foods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to Section 215.473, Fla. Stat.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from vendors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the bidder agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not

increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

    Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of 119.07(1)(e) and (f) , Fla. Stat.

    Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

54. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. Should a tie still exist, <u>in the case of proposals only</u>, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;

    c. In the event that a tie still exists after progressing through a–c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

55. **VENDOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager, or his/her designee, shall post a tabulation of competitive sealed bids/quotes to the Purchasing Services website and to the DemandStar website. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

b. **PROCEEDINGS**

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

ASPHALTIC CONCRETE
BID # B-4-18-50
BIDDER'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- ☒ Signed/Notarized Bid Invitation
- ☒ Completed and Signed Price Sheet, Specifications and Insurance Indemnification Acknowledgement (hard copy)
- ☒ One electronic copy of Bid submitted on CD/DVD or Flash Drive
- ☒ References
- ☒ Proposed Plant Locations
- ☒ Conditions for Emergency/Hurricane or Disaster Form
- ☒ W-9 Form – Latest Edition

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding vendor, and returned as part of the bid response.

ASPHALTIC CONCRETE
BID # B-4-18-50
SPECIAL CONDITIONS

1. PURPOSE

Brevard County Purchasing on behalf of the Brevard County Public Works department is soliciting annual bids for the purchase of asphaltic concrete on a continuing basis to be purchased on an as needed basis.

Estimated annual quantities are provided for Brevard County. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement.

2. AGREEMENT PERIOD

The resulting agreement shall be in effect for one (1) year from the date of award. Agreement shall have the option to renew for up to two (2) additional, one (1) year periods.

3. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Jon McLester, Purchasing Services at 321-617-7390 or by email at jonathan.mclester@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted to the County website at http://www.brevardfl.gov/CentralServices/Purchasing/BiddingOpportunities. The County will not notify bidders of addenda. It is the sole responsibility of the bidder to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Jon McLester at jonathan.mclester@brevardfl.gov. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

4. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than June 12, 2018 at 2:00 p.m.**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

Bids shall be submitted in one (1) original and one (1) copy with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by one (1) equivalent electronic PDF file on compact disc (CD) of USB flash drive.

Note* Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk.** To be considered, **a bid must be accepted in Purchasing Services no later than the ITB closing date and time.** If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

5. PRE-BID/WALK THROUGH

A pre-bid meeting shall be held on June 5, 2018 at 9:00 a.m., located in Purchasing Services Conference Room, 2725 Judge, Viera, FL 32940.

☐ **Mandatory** ☒ **Non-Mandatory**

6. AWARD

Award will be made by line item based on cost. Each line item will be awarded a primary and a secondary vendor.

7. LOCAL PREFERENCE NOT A FACTOR

Local Preference shall not be a factor in the award of this bid. The inclusion of Local Preference could make the County ineligible for potential reimbursements from agencies such as FHWA, and/or FEMA in the event of emergency or natural disaster. For this reason item 53 of our Terms and Conditions has been struck-through, and Local Preference shall not apply to this bid.

ASPHALTIC CONCRETE
BID # B-4-18-50
SPECIFICATIONS

1. The material and services to be provided and performed by the awarded vendor are anticipated to be, but not limited to, those services set forth in the specifications. If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor, in writing, the problem (s) that exist. If the problem(s) persist or reoccur, the County reserves the right to cancel the contract by advising the contractor in writing as per General Conditions #42.

2. All material supplied under this contract must meet the requirements of sections 300, 320, 334, 336, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2014 edition.

3. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one ton minimum) must be available with 72 hours of notification by the agency, and within five business days notice by the agency for any night time work.

4. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.

5. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.

6. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming.)

7. Contractor shall be responsible for rideability (must bring any problems of existing conditions to County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2014. Roadways subject to straight edge requirements.

8. Contractor to place all asphalt mixtures by the stringline method, per FDOT 330-6.1.1. Contractor is to provide a uniform center line and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.

9. The contractor shall provide temporary striping in accordance with section 102-1 and 102-2 of the Florida D.O.T. Standard Specification for Road and Bridge construction, 2014 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.

10. When required, The contractor shall provide all equipment, labor and materials for Maintenance of Traffic in accordance with Florida D.O.T. Design Standards for Design. Construction, Maintenance and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

11. The contractor shall conform to the requirements of Section 330, "Hot Mix Asphalt - General Construction Requirements" of Florida D.O.T. Standard Specifications for Road and Bridge Construction 2014 Edition.

12. The contractor shall conform to the requirements of section 327 "Milling of Existing Asphalt Pavement" The Milled surface must be of uniform grade, and be consistent with the profile which existed prior to milling, and be clean and free of loose materials prior to the placement of hot mix.

13. The County will make award in accordance with General Conditions # 22 on the following:

    - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5, FC12.5, and pick-up price for FOB 9.5 asphalt.
    - The Vendor Delivered and Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.

14. Plant locations must be identified with bid.

15. Bids will be acceptable only from companies supplying from plant sites having been in operation for the last three (3) month period, with a capacity for supply of 400 tons or more during an eight (8) hour workday.

16. Projects still in progress under the County's current agreement will be completed by the contractor under the current agreement. The contractor awarded this bid will be responsible for completion of any projects already in progress when the term of this bid expires.

17. An electronic weight ticket with Brevard County contract number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

18. Subsequent to award and prior to commencement of contract, successful bidder(s) will be required to furnish proof of minimal insurance coverage per the attached requirements.

19. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2014 edition.

20. Any "pushing" or "slipping" of the asphalt within a 12 month period after placement will be repaired at the contractor's expense.

21. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

22. Testing maybe required using the following guidelines. Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT or County requirements (samples from the field shall be taken directly in front of the power screw feed). All deficiencies will be corrected per FDOT Standards & Specifications for Road & Bridge (2014 version). Cores may also be required to verify thickness.

23. LIQUIDATED DAMAGES

    If the Contractor does not arrive on site as scheduled, the County will provide the Contractor with 24-hours notice that work will be acquired elsewhere. In the event that the County acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County incurs from the alternate supplier.

    Liquidated damages may be collected by the County by deducting damages from any outstanding invoices.

24. DEFECTIVE MATERIALS

If the contractor provides the County with any defective materials, it shall be the contractors responsibility to remove the defective materials and replace them with correct materials at their own expense. The County will not remit payment for the original materials ordered until this correction is complete.

25. ESTIMATED QUANTITIES/USAGES

Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased.

Brevard County Board of County Commissioners: Superpave 9.5 58,000; Superpave 12.5 – 14,000; FC 12.5 30,000.

The Contractor shall be responsible for preventing all asphalt paving debris from entering the storm drainage system of Brevard County. The Contractor shall use best management practices to establish inlet protection and the prevention of all unsuitable materials from entering into the storm system.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
ASPHALTIC CONCRETE
BID # B-4-18-50

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Vendor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

ASPHALTIC CONCRETE
BID # B-4-18-50
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Preferred Materials, Inc.	B-4-18-50 - Asphaltic Concrete
Business Name	Bid Number and Name
	6-12-18
Authorized Representative's Signature	Date
Michael Iapaluccio	Authorized Employee
Name	Position

ASPHALTIC CONCRETE
BID #B-4-18-50
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Quote that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that Brevard County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Board of County Commissioners. Vendor/contractor agrees to rent/sell/lease all goods and services to Brevard County as opposed to a private citizen, on a first priority basis. Brevard County expects to pay a fair and reasonable price not to exceed those quoted in this quote for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24 hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

x _____
(authorized signature)

Michael Iapaluccio
(printed name)

Authorized Employee
(title)

Emergency/24 hour Phone Number(s) (863) 698-9523

Office Phone Number (407) 343-7445 Home Phone Number N/A

Pager Number N/A Cellular Phone Number (863) 698-9523

Nearest Branch Office Phone Number (407) 343-7445

and location 1806 33rd Street, Suite 150, Orlando, FL 32839

Fax Number (407) 839-1457 Date 6-12-18

ASPHALTIC CONCRETE
BID # B-4-18-50
STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-4-18-50 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from vendor database for this commodity/service

____ Other (*please specify below*)

Remarks: _____

_____

_____

_____

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

TELEPHONE NUMBER_____

PRINTED SIGNATURE_____

AUTHORIZED SIGNATURE_____

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services vendor database.

SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID

Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Jon McLester Ext. 5-6049
jonathan.mclester@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or on our Brevard County Purchasing Services website, or at the Onvia DemandStar® website.

MAILING DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
May 17, 2018	Asphaltic Concrete	B-4-18-50	June 12, 2018 at 2:00 p.m.

PRE-BID DATE, TIME, AND LOCATION:
A pre-bid meeting will be held on June 5 , 2018 at 9:00 a.m. in the Purchasing Conference Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼VENDOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF BIDDER AND BUSINESS ADDRESS:
V.A. Paving, Inc.
2955 Lake Drive
Cocoa, FL 32926

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(321) 636-2565

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2147362

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the County of Brevard, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

The bidder acknowledges that information provided in this ITB is true and correct.

X Debra Mallard
AUTHORIZED SIGNATURE (*MANUAL*)

Debra Mallard
NAME (*PRINTED*)

President — TITLE
06/12/2018 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 12 day of June 20 18

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

Joni E H Bohne — FL
SIGNATURE OF NOTARY PUBLIC — STATE

Joni E H Bohne
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 7/24/21

(AFFIX SEAL or STAMP)

JONI E. H. BOHNE
Commission # GG 086862
Expires July 24, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

BOND DATA

VENDOR MUST PROVIDE:			AMOUNT:
Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. BIDDER - The term "BIDDER" used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

   c. VENDOR - The term "VENDOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   d. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   e. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   f. QUALIFIED BIDDER - The best bidder who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or its subcontractors' past performance for the Board, an any other information required by Board policies.

   g. RESPONSIVE BIDDER - A bidder who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   h. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1)(b)2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to the Brevard County Purchasing Services website at http://www.brevardfl.gov/CentralServices/Purchasing and the DemandStar website at: www.demandstar.com.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award

if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, vendors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that 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 repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat.

for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Section 287.135, Fla. Stat., prohibits agencies from contracting with companies for foods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to Section 215.473, Fla. Stat.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from vendors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the bidder agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not

increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

    Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of 119.07(1)(e) and (f) , Fla. Stat.

    Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

54. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. Should a tie still exist, <u>in the case of proposals only</u>, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;

    c. In the event that a tie still exists after progressing through a–c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

55. **VENDOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. POSTING OF AWARD NOTICES

FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager, or his/her designee, shall post a tabulation of competitive sealed bids/quotes to the Purchasing Services website and to the DemandStar website. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

b. PROCEEDINGS

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. STAY OF PROCUREMENTS DURING PROTESTS

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

ASPHALTIC CONCRETE
BID # B-4-18-50
BIDDER'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- ☑ Signed/Notarized Bid Invitation
- ☑ Completed and Signed Price Sheet, Specifications and Insurance Indemnification Acknowledgement (hard copy)
- ☑ One electronic copy of Bid submitted on CD/DVD or Flash Drive
- ☑ References
- ☑ Proposed Plant Locations
- ☑ Conditions for Emergency/Hurricane or Disaster Form
- ☑ W-9 Form – Latest Edition

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding vendor, and returned as part of the bid response.

1. PURPOSE

Brevard County Purchasing on behalf of the Brevard County Public Works department is soliciting annual bids for the purchase of asphaltic concrete on a continuing basis to be purchased on an as needed basis.

Estimated annual quantities are provided for Brevard County. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement.

2. AGREEMENT PERIOD

The resulting agreement shall be in effect for one (1) year from the date of award. Agreement shall have the option to renew for up to two (2) additional, one (1) year periods.

3. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Jon McLester, Purchasing Services at 321-617-7390 or by email at jonathan.mclester@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted to the County website at http://www.brevardfl.gov/CentralServices/Purchasing/BiddingOpportunities. The County will not notify bidders of addenda. It is the sole responsibility of the bidder to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Jon McLester at jonathan.mclester@brevardfl.gov. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

4. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than June 12, 2018 at 2:00 p.m.**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

Bids shall be submitted in one (1) original and one (1) copy with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by one (1) equivalent electronic PDF file on compact disc (CD) of USB flash drive.

Note* Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk.** To be considered, **a bid must be accepted in Purchasing Services no later than the ITB closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

5. PRE-BID/WALK THROUGH

A pre-bid meeting shall be held on June 5, 2018 at 9:00 a.m., located in Purchasing Services Conference Room, 2725 Judge, Viera, FL 32940.

☐ **Mandatory** ☒ **Non-Mandatory**

6. AWARD

Award will be made by line item based on cost. Each line item will be awarded a primary and a secondary vendor.

7. LOCAL PREFERENCE NOT A FACTOR

Local Preference shall not be a factor in the award of this bid. The inclusion of Local Preference could make the County ineligible for potential reimbursements from agencies such as FHWA, and/or FEMA in the event of emergency or natural disaster. For this reason item 53 of our Terms and Conditions has been struck-through, and Local Preference shall not apply to this bid.

ASPHALTIC CONCRETE
BID # B-4-18-50
SPECIFICATIONS

1. The material and services to be provided and performed by the awarded vendor are anticipated to be, but not limited to, those services set forth in the specifications. If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor, in writing, the problem (s) that exist. If the problem(s) persist or reoccur, the County reserves the right to cancel the contract by advising the contractor in writing as per General Conditions #42.

2. All material supplied under this contract must meet the requirements of sections 300, 320, 334, 336, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2014 edition.

3. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one ton minimum) must be available with 72 hours of notification by the agency, and within five business days notice by the agency for any night time work.

4. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.

5. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.

6. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming.)

7. Contractor shall be responsible for rideability (must bring any problems of existing conditions to County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2014. Roadways subject to straight edge requirements.

8. Contractor to place all asphalt mixtures by the stringline method, per FDOT 330-6.1.1. Contractor is to provide a uniform center line and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.

9. The contractor shall provide temporary striping in accordance with section 102-1 and 102-2 of the Florida D.O.T. Standard Specification for Road and Bridge construction, 2014 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.

10. When required, The contractor shall provide all equipment, labor and materials for Maintenance of Traffic in accordance with Florida D.O.T. Design Standards for Design. Construction, Maintenance and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

11. The contractor shall conform to the requirements of Section 330, "Hot Mix Asphalt - General Construction Requirements" of Florida D.O.T. Standard Specifications for Road and Bridge Construction 2014 Edition.

12. The contractor shall conform to the requirements of section 327 "Milling of Existing Asphalt Pavement" The Milled surface must be of uniform grade, and be consistent with the profile which existed prior to milling, and be clean and free of loose materials prior to the placement of hot mix.

13. The County will make award in accordance with General Conditions # 22 on the following:

    - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5, FC12.5, and pick-up price for FOB 9.5 asphalt.
    - The Vendor Delivered and Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.

14. Plant locations must be identified with bid.

15. Bids will be acceptable only from companies supplying from plant sites having been in operation for the last three (3) month period, with a capacity for supply of 400 tons or more during an eight (8) hour workday.

16. Projects still in progress under the County's current agreement will be completed by the contractor under the current agreement. The contractor awarded this bid will be responsible for completion of any projects already in progress when the term of this bid expires.

17. An electronic weight ticket with Brevard County contract number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

18. Subsequent to award and prior to commencement of contract, successful bidder(s) will be required to furnish proof of minimal insurance coverage per the attached requirements.

19. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2014 edition.

20. Any "pushing" or "slipping" of the asphalt within a 12 month period after placement will be repaired at the contractor's expense.

21. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

22. Testing maybe required using the following guidelines. Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT or County requirements (samples from the field shall be taken directly in front of the power screw feed). All deficiencies will be corrected per FDOT Standards & Specifications for Road & Bridge (2014 version). Cores may also be required to verify thickness.

23. <u>LIQUIDATED DAMAGES</u>
    If the Contractor does not arrive on site as scheduled, the County will provide the Contractor with 24-hours notice that work will be acquired elsewhere. In the event that the County acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County incurs from the alternate supplier.

    Liquidated damages may be collected by the County by deducting damages from any outstanding invoices.

24. DEFECTIVE MATERIALS

If the contractor provides the County with any defective materials, it shall be the contractors responsibility to remove the defective materials and replace them with correct materials at their own expense. The County will not remit payment for the original materials ordered until this correction is complete.

25. ESTIMATED QUANTITIES/USAGES

Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased.

Brevard County Board of County Commissioners: Superpave 9.5 58,000; Superpave 12.5 – 14,000; FC 12.5 30,000.

The Contractor shall be responsible for preventing all asphalt paving debris from entering the storm drainage system of Brevard County. The Contractor shall use best management practices to establish inlet protection and the prevention of all unsuitable materials from entering into the storm system.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
ASPHALTIC CONCRETE
BID # B-4-18-50

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Vendor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

ASPHALTIC CONCRETE
BID # B-4-18-50
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

V.A. Paving, Inc.
Business Name

B-4-18-50 Asphaltic Concrete
Bid Number and Name

Authorized Representative's Signature

06/12/18
Date

Debra Mallard
Name

President
Position

ASPHALTIC CONCRETE
BID #B-4-18-50
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Quote that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that Brevard County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Board of County Commissioners. Vendor/contractor agrees to rent/sell/lease all goods and services to Brevard County as opposed to a private citizen, on a first priority basis. Brevard County expects to pay a fair and reasonable price not to exceed those quoted in this quote for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24 hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

x _____
(authorized signature)

Debra Mallard
(printed name)

President
(title)

Emergency/24 hour Phone Number(s) 321-302-3181

Office Phone Number 321-636-2565 Home Phone Number 321-636-2896

Pager Number _____ Cellular Phone Number 321-302-2773

Nearest Branch Office Phone Number 321-636-2565

and location 2955 Lake Drive Cocoa, FL 32926

Fax Number 321-631-4541 Date 06/12/18

ASPHALTIC CONCRETE
BID # B-4-18-50
STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-4-18-50 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from vendor database for this commodity/service

____ Other (*please specify below*)

Remarks: _____

_____

_____

_____

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

TELEPHONE NUMBER_____

PRINTED SIGNATURE_____

AUTHORIZED SIGNATURE_____

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services vendor database.

ASPHALTIC CONCRETE
BID # B-4-18-50

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$__78.59____Ton	$__110.00___Ton	$_150.00____Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$__78.59____Ton	$_110.00____Ton	$__150.00___Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$__185.00___Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$__110.00___Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$__108.00___Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$_400.00____Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$___300.00__Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$__225.00___Ton		
TACK FOB Gallon	FOB GALLON	$_11.00_____Gal		
PRIME	Vendor Delivered, Vendor Placed	$___.65_____SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$_1.00_____SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$__300.00___Ton	$__3.00____SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$__62.50____Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	**$__2.00_____L.F.**		
Night Work	Cost per ton	$_10.00___		
Cost for Milling & Clean Up	SY 0-2,500 and under	$__5.00___SY		
	SY $2,501 - 5,000	$_3.00____SY		
	SY 5,001 to 15,000	$_2.50____SY		
	SY 15,001 and over	$__2.00___SY		
Asphalt Millings for Pickup FOB at Plant		$__25.00__Ton		

Plant Locations:___800 Cidco Rd Cocoa, FL 32926_____

If primary contractor cannot meet the 72-hour availability notification, would you be willing to negotiate price and provide this service as a secondary source? __X___Yes / _____No

Addendum Acknowledgment:

Add. No.__1___Dated__6/7/18_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

ASPHALTIC CONCRETE **PRICE SHEET (Continued)**
BID # B-4-18-50

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discountss for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whicever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? __X___YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR_____V.A. Paving, Inc._____

ADDRESS_____2955 Lake Drive Cocoa, FL 32926_____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE__Debra Mallard, President_____ DATE_06/12/18_____

TELEPHONE #_321-636-2565_____ FAX #__321-631-4541_____

SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID

Bid Acknowledgment

PROCUREMENT ANALYST: Jon McLester (321) 617-7390 Ext. 5-6049
jonathan.mclester@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or on our Brevard County Purchasing Services website, or at the Onvia DemandStar® website.

MAILING DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
May 17, 2018	Asphaltic Concrete	B-4-18-50	June 12, 2018 at 2:00 p.m.

PRE-BID DATE, TIME, AND LOCATION:
A pre-bid meeting will be held on June 5 , 2018 at 9:00 a.m. in the Purchasing Conference Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ Mandatory
☒ Non-Mandatory

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼VENDOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF BIDDER AND BUSINESS ADDRESS:
Community Asphalt Corp.
2975 Industrial Boulevard
Vero Beach, FL 32967

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(718) 418-3561

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2023298

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the County of Brevard, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

The bidder acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Manuel Aguiar
NAME (*PRINTED*)

Corporate Vice President
TITLE

6/12/18
DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 12th day of June 2018.

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

_____ FL
SIGNATURE OF NOTARY PUBLIC — STATE

Jean J. Leon
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 1/2/2022

Jean Jose Leon
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG172069
Expires 1/2/2022

BOND DATA

VENDOR MUST PROVIDE: **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. BIDDER - The term "BIDDER" used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

   c. VENDOR - The term "VENDOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   d. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   e. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   f. QUALIFIED BIDDER - The best bidder who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or its subcontractors' past performance for the Board, an any other information required by Board policies.

   g. RESPONSIVE BIDDER - A bidder who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   h. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1)(b)2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to the Brevard County Purchasing Services website at http://www.brevardfl.gov/CentralServices/Purchasing and the DemandStar website at: www.demandstar.com.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award

if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, vendors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that 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 repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat.

for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Section 287.135, Fla. Stat., prohibits agencies from contracting with companies for foods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to Section 215.473, Fla. Stat.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from vendors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the bidder agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not

increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

    Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of 119.07(1)(e) and (f) , Fla. Stat.

    Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

54. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. Should a tie still exist, <u>in the case of proposals only</u>, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;

    c. In the event that a tie still exists after progressing through a–c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

55. **VENDOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager, or his/her designee, shall post a tabulation of competitive sealed bids/quotes to the Purchasing Services website and to the DemandStar website. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

b. **PROCEEDINGS**

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

ASPHALTIC CONCRETE
BID # B-4-18-50
BIDDER'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- ☑ Signed/Notarized Bid Invitation
- ☑ Completed and Signed Price Sheet, Specifications and Insurance Indemnification Acknowledgement (hard copy)
- ☑ One electronic copy of Bid submitted on CD/DVD or Flash Drive
- ☑ References
- ☑ Proposed Plant Locations
- ☑ Conditions for Emergency/Hurricane or Disaster Form
- ☑ W-9 Form – Latest Edition

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding vendor, and returned as part of the bid response.

ASPHALTIC CONCRETE
BID # B-4-18-50
SPECIAL CONDITIONS

1. PURPOSE

Brevard County Purchasing on behalf of the Brevard County Public Works department is soliciting annual bids for the purchase of asphaltic concrete on a continuing basis to be purchased on an as needed basis.

Estimated annual quantities are provided for Brevard County. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement.

2. AGREEMENT PERIOD

The resulting agreement shall be in effect for one (1) year from the date of award. Agreement shall have the option to renew for up to two (2) additional, one (1) year periods.

3. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Jon McLester, Purchasing Services at 321-617-7390 or by email at jonathan.mclester@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted to the County website at http://www.brevardfl.gov/CentralServices/Purchasing/BiddingOpportunities. The County will not notify bidders of addenda. It is the sole responsibility of the bidder to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Jon McLester at jonathan.mclester@brevardfl.gov. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

4. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than June 12, 2018 at 2:00 p.m.**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

Bids shall be submitted in one (1) original and one (1) copy with the "Original" clearly marked. Paper documents must be provided, but should be accompanied by one (1) equivalent electronic PDF file on compact disc (CD) of USB flash drive.

Note* Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk.** To be considered, **a bid must be accepted in Purchasing Services no later than the ITB closing date and time.** If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

5. PRE-BID/WALK THROUGH

A pre-bid meeting shall be held on June 5, 2018 at 9:00 a.m., located in Purchasing Services Conference Room, 2725 Judge, Viera, FL 32940.

☐ **Mandatory** ☒ **Non-Mandatory**

6. AWARD

Award will be made by line item based on cost. Each line item will be awarded a primary and a secondary vendor.

7. LOCAL PREFERENCE NOT A FACTOR

Local Preference shall not be a factor in the award of this bid. The inclusion of Local Preference could make the County ineligible for potential reimbursements from agencies such as FHWA, and/or FEMA in the event of emergency or natural disaster. For this reason item 53 of our Terms and Conditions has been struck-through, and Local Preference shall not apply to this bid.

ASPHALTIC CONCRETE
BID # B-4-18-50
SPECIFICATIONS

1. The material and services to be provided and performed by the awarded vendor are anticipated to be, but not limited to, those services set forth in the specifications. If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor, in writing, the problem (s) that exist. If the problem(s) persist or reoccur, the County reserves the right to cancel the contract by advising the contractor in writing as per General Conditions #42.

2. All material supplied under this contract must meet the requirements of sections 300, 320, 334, 336, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2014 edition.

3. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one ton minimum) must be available with 72 hours of notification by the agency, and within five business days notice by the agency for any night time work.

4. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.

5. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.

6. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming.)

7. Contractor shall be responsible for rideability (must bring any problems of existing conditions to County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2014. Roadways subject to straight edge requirements.

8. Contractor to place all asphalt mixtures by the stringline method, per FDOT 330-6.1.1. Contractor is to provide a uniform center line and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.

9. The contractor shall provide temporary striping in accordance with section 102-1 and 102-2 of the Florida D.O.T. Standard Specification for Road and Bridge construction, 2014 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.

10. When required, The contractor shall provide all equipment, labor and materials for Maintenance of Traffic in accordance with Florida D.O.T. Design Standards for Design. Construction, Maintenance and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

11. The contractor shall conform to the requirements of Section 330, "Hot Mix Asphalt - General Construction Requirements" of Florida D.O.T. Standard Specifications for Road and Bridge Construction 2014 Edition.

12. The contractor shall conform to the requirements of section 327 "Milling of Existing Asphalt Pavement" The Milled surface must be of uniform grade, and be consistent with the profile which existed prior to milling, and be clean and free of loose materials prior to the placement of hot mix.

13. The County will make award in accordance with General Conditions # 22 on the following:

    - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5, FC12.5, and pick-up price for FOB 9.5 asphalt.
    - The Vendor Delivered and Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.

14. Plant locations must be identified with bid.

15. Bids will be acceptable only from companies supplying from plant sites having been in operation for the last three (3) month period, with a capacity for supply of 400 tons or more during an eight (8) hour workday.

16. Projects still in progress under the County's current agreement will be completed by the contractor under the current agreement. The contractor awarded this bid will be responsible for completion of any projects already in progress when the term of this bid expires.

17. An electronic weight ticket with Brevard County contract number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

18. Subsequent to award and prior to commencement of contract, successful bidder(s) will be required to furnish proof of minimal insurance coverage per the attached requirements.

19. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2014 edition.

20. Any "pushing" or "slipping" of the asphalt within a 12 month period after placement will be repaired at the contractor's expense.

21. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

22. Testing maybe required using the following guidelines. Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT or County requirements (samples from the field shall be taken directly in front of the power screw feed). All deficiencies will be corrected per FDOT Standards & Specifications for Road & Bridge (2014 version). Cores may also be required to verify thickness.

23. <u>LIQUIDATED DAMAGES</u>
    If the Contractor does not arrive on site as scheduled, the County will provide the Contractor with 24-hours notice that work will be acquired elsewhere. In the event that the County acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County incurs from the alternate supplier.

    Liquidated damages may be collected by the County by deducting damages from any outstanding invoices.

24. DEFECTIVE MATERIALS

If the contractor provides the County with any defective materials, it shall be the contractors responsibility to remove the defective materials and replace them with correct materials at their own expense. The County will not remit payment for the original materials ordered until this correction is complete.

25. ESTIMATED QUANTITIES/USAGES

Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased.

Brevard County Board of County Commissioners: Superpave 9.5 58,000; Superpave 12.5 – 14,000; FC 12.5 30,000.

The Contractor shall be responsible for preventing all asphalt paving debris from entering the storm drainage system of Brevard County. The Contractor shall use best management practices to establish inlet protection and the prevention of all unsuitable materials from entering into the storm system.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
ASPHALTIC CONCRETE
BID # B-4-18-50

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Vendor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

ASPHALTIC CONCRETE
BID # B-4-18-50
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Community Asphalt Corp.
Business Name

Authorized Representative's Signature

Manuel Aguiar
Name

B-4-18-50 - Asphaltic Concrete
Bid Number and Name

6/12/18
Date

Corporate Vice President
Position

ASPHALTIC CONCRETE
BID #B-4-18-50
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Quote that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that Brevard County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Board of County Commissioners. Vendor/contractor agrees to rent/sell/lease all goods and services to Brevard County as opposed to a private citizen, on a first priority basis. Brevard County expects to pay a fair and reasonable price not to exceed those quoted in this quote for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24 hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

x _____
(authorized signature)

Manuel Aguiar
(printed name)

Corporate Vice President
(title)

Emergency/24 hour Phone Number(s) 305-213-4553

Office Phone Number (786) 418-3561 Home Phone Number _____

Pager Number N/A Cellular Phone Number 305-213-4553

Nearest Branch Office Phone Number (786) 418-3561

and location 2975 Industrial Boulevard Vero Beach, FL 32967

Fax Number _____ Date 6/12/18

ASPHALTIC CONCRETE
BID # B-4-18-50
STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-4-18-50 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from vendor database for this commodity/service

____ Other (*please specify below*)

Remarks: _____

_____

_____

_____

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

TELEPHONE NUMBER_____

PRINTED SIGNATURE_____

AUTHORIZED SIGNATURE_____

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services vendor database.

FDOT
Florida Department of Transportation
RICK SCOTT
GOVERNOR
605 Suwannee Street
Tallahassee, FL 32399-0450
RACHEL D. CONE
INTERIM SECRETARY

May 9, 2017

COMMUNITY ASPHALT CORP.
9675 N.W. 117 AVE.ST 108
MIAMI FL 33178

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due **4/30/2018**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - MULTI-LEVEL ROADWAY, R&R MINOR BRIDGES, SIDEWALK, TRAFFIC SIGNAL, Retaining Wall.

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: **MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION**.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View."

If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

ASPHALTIC CONCRETE
BID #B-4-18-50
June 7, 2018
Addendum 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO QUESTIONS RECEIVED:

1. Will County municipalities piggyback this contract?

   RESPONSE: Municipalities have the option to piggyback per its discretion.

2. Does the FC-12.5 referenced contain PG 76-22 PMA?

   RESPONSE: FC 12.5 must meet the requirements of Section 337 Asphalt Concrete Friction Courses in the FDOT Standard Specifications 2014. The mix design submitted must be a current approved mix design on the FDOT website.

3. Please provide additional information regarding performance bonds required over $100,000.00. How many projects will there be over $100,000.00 each year? What is the average dollar amount of each of these projects? Which bid items will the performance bonds pertain to?

   RESPONSE: Public Works – Construction had 14 projects over $100,000.00 this year; $220,000.00 average. Any SP or FC vendor placed asphalt over $100K per project.

4. On Page 8 No.2 Agreement Period of the Asphaltic Concrete Bid, B-4-18-50 Special Conditions, it states: "The resulting agreement shall be effect for one (1) year from the date of award. Agreement shall have the option to renew for up to two (2) additional, one (1) year periods." Is the Asphaltic Concrete Bid # B-4-18-50 Price Sheet provided for the first year of this agreement?

   RESPONSE: Yes.

5. If cost increases arise after the first year, how will this be addressed?

   RESPONSE: The cost is determined ± by the Fuel & Bituminous Average Price Index.

6. Is the FDOT Fuel & Bituminous Average Price Index in effect for this bid?

   RESPONSE: Yes.

7. On Page 11 Note 13 of the Asphaltic Concrete Bid# B-4-18-50 Specifications it states: "The County will make award in accordance with General Conditions #22 on the following: ....." . What are General Conditions #22?

RESPONSE: The award will be determined using vendor placed asphalt SP-9.5, SP-12.5, FC-9.5, FC-12.5 and FOB asphalt picked up at the plant.

8. On Page 12 Note 25 Estimated Quantities/Usages of the Asphaltic Concrete Bid# B-4-18-50 Specifications it states: "Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product of work to be purchased. Brevard County Board of County Commissioners: Superpave 9.5-58,000; Superpave 12.5- 14,000; FC12.5- 30,000." How much of the Superpave 9.5-58,000 is F.O.B. at Plant?

   RESPONSE: None.

9. Please provide a breakdown of the overall annual quantities for each bid item that was performed during each of the last three (3) years.

   RESPONSE: The quantities listed in question 8 are what we placed this year. The previous years were not approved at 55 miles.

+

Please note that the bid opening date and time remains June 12, 2018 @ 2:00 PM.

All other terms and conditions remain unchanged.

Sincerely,

Jonathan McLester, CPPO, CPPB
Purchasing Supervisor

JLM/rds

cc: file
Public Works dept.

END OF ADDENDUM NO. 1

ASPHALTIC CONCRETE
BID # B-4-18-50

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$125.00 Ton	$135.00 Ton	$140.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$120.00 Ton	$130.00 Ton	$135.00 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$184.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$160.00 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$145.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$400.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$500.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$300.00 Ton		
TACK FOB Gallon	FOB GALLON	$7.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$0.75 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$0.75 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$175.00 Ton	$5.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$74.90 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	**$4.00 L.F.**		
Night Work	Cost per ton	$10.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$7.50 SY		
	SY $2,501 - 5,000	$4.00 SY		
	SY 5,001 to 15,000	$3.50 SY		
	SY 15,001 and over	$3.00 SY		
Asphalt Millings for Pickup FOB at Plant		$5.35 Ton		

Plant Locations: Vero Beach Plant: 2975 Industrial Boulevard Vero Beach, FL 32967

If primary contractor cannot meet the 72-hour availability notification, would you be willing to negotiate price and provide this service as a secondary source? X Yes / _____No

Addendum Acknowledgment:

Add. No. 1 Dated June 7, 2018 / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

ASPHALTIC CONCRETE
BID # B-4-18-50

PRICE SHEET (Continued)

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discountss for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whicever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? ✓ YES / _____ NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR Community Asphalt Corp.

ADDRESS 2975 Industrial Boulevard Vero Beach, FL 32967

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE Manuel Aguiar DATE 6/12/18

TELEPHONE # (786) 418-3561 FAX # (772) 770-3707

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD

DATE: January 14, 2019

Bid # B-4-19-07/Concrete Sidewalk, Curb and Gutter

PROCUREMENT ANALYST: Jonathan McLester

VENDOR	VENDOR CITY AND STATE	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT
Goodson Paving, Inc.	**Cocoa, FL**	**YES**	**ALL**	**See tabulation**

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Darling Jr., Purchasing Manager

☐ Award to overall lowest, most responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
☒ Award to low bid, less than three responses received.
REASON FOR LESS THAN THREE RESPONSES: 293 suppliers solicited through DemandStar, resulting in 14 planholders. Did not receive any "No Bids". Bid has historically little participation.

AWARDED BY A COMMITTEE CONSISTING OF: Steven A. Darling Jr., Purchasing Manager; Jon McLester, Purchasing Supervisor

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: 1/14/2019 ENDING DATE: 1/13/2022
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), One (1) year renewals

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☐ OTHER:

Brevard County Purchasing Services

BID TABULATION SHEET

Bid Title: Concrete Sidewalk, Curb, & Gutter
Bid No: B-4-19-07

OPENING DATE & TIME: 12/13/2018 @ 2:00 PM
POSTING TIME/DATE: 12/21/2018 @ 10:30 PM THROUGH: 12/28/2018 @ 5:00 PM POSTED BY: JMcLester

VENDOR	VENDOR CITY/STATE	BID PRICE
Goodson Paving, Inc.	Cocoa, FL	Per attached

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval initials _____

CONCRETE SIDEWALK CONSTRUCTION, CURB & GUTTER		
Bid # B-4-19-07 PRICE SHEET		
Award will be based on the cumulative total of five sample projects chosen by Brevard County Public Works. The sample projects chosen will be available to bidders after the bid due date and time.		
ITEM #	**Description**	**Unit Price**
	GROUP A - Price by square yard	
1	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (4" Fiber)/D.O.T. SPECIFICATIONS	$ 32.22
2	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (6" Fiber)/D.O.T. SPECIFICATIONS square yard price to include concrete driveway aprons construction	$ 36.90
3	12" thick sidewalk per sq. yard to include Truncated Domes (Armor Tile) per ADA	$ 382.75
4	Reinforced 8" Slab w/footer per SY (See Sketch Attached)	$ 94.20
	GROUP B - price by the linear foot	
	CONCRETE CURB - INDEX 300/D.O.T. SPECIFICATIONS	
5	Type A	$ 11.25
6	Type B	$ 10.75
7	Type D/Header	$ 10.05
8	Type E	$ 14.20
9	Type F	$ 13.75
10	Drop Curb (2.0 feet wide)	$ 12.05
11	6"x6" Curb Poured On Existing Surface	$ 9.50
12	Environmental Curb	$ 10.15
	SHOULDER GUTTER - INDEX 300/D.O.T. SPECIFICATIONS	
13	3.5 Feet Wide	$ 22.70
	VALLEY GUTTER - INDEX 300/D.O.T. SPECIFICATIONS	
14	3.5 Feet Wide	$ 22.50
15	Type 1 Concrete Traffic Separator 4' Wide (Price Each)	$ 25.80
	GROUP C (Pre-fab cannot be used)	
	CURB INLET TOPS (New form and pour) per FDOT Index 210 (Price to include frame & grate or ring and covers)	
16	Type I	$ 1,575.00
17	Type II	$ 1,600.00
18	Type III	$ 1,700.00
19	Type IV	$ 1,725.00
20	Type V	$ 2,025.00
21	Type VI	$ 2,005.00
	GROUP D - Price by linear foot unless otherwise stated	
22	Aluminum Handrail - 2 rails high	62.1
23	Aluminum Handrail - 3 rails high	74.5
	Mitered end sections poured in field per FDOT Index 273 less bars: (Price by Each, less pipe)	
24	15" or equiv.	$ 325.00
25	18" or equiv.	$ 475.00
26	24" or equiv.	$ 525.00
27	30" or equiv.	$ 615.00
28	36" or equiv.	$ 825.00
29	42" or equiv.	$ 865.00
30	48" or equiv.	$ 1,025.00
	GROUP E - Cost per cubic yard	
31	Poured in place structures (Anything in DOT Index 200)	865
	Group F - Demo and MOT	
32	DEMO 6" Concrete Sidewalk (Price per Square Yard)	19.35
33	DEMO 12" Concrete Sidewalk (Price per Square Yard)	46.15
34	DEMO 6" Driveway (Price per Square Yard)	19.35
35	DEMO Curb (Price per Linear Foot)	8.6
36	Pedway Subgrade 6" thick compacted to minimum 98% density per AASHTO T-180 (Price per Square Yard)	4.2
37	Final grading for sod (Price per Square Yard)	10.5
38	MOT two lane, two way, work within the travel way, Index 603 (Price per Day)	725
39	MOT multi-lane, work within the travel way, median or outside lane, Index 613 (Price per Day)	925

SUBMIT SEALED BID TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940	Brevard COUNTY Purchasing Services	**INVITATION TO BID** **Bid Acknowledgment**
PROCUREMENT ANALYST: Jonathan McLester (321) 617-7390 Ext. 5-6049 jonathan.mclester@brevardfl.gov	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
November 15, 2018	Concrete Sidewalk, Curb and Gutter Construction	B-4-19-07	December 13, 2018 @ 2:00 p.m.

PRE-BID DATE, TIME, AND LOCATION: None Scheduled ☐ Mandatory ☐ Non-Mandatory

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼VENDOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF BIDDER AND BUSINESS ADDRESS:
Goodson Paving, Inc.
430 Cidco Road
Cocoa, FL 32926

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(321) 631-5523

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2872065

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the County of Brevard, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

The bidder acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Travis Goodson
NAME (*PRINTED*)

Vice President — 12/7/18
TITLE — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 7 day of December 2018

Personally known: ☑

Or produced identification: ☐ Type of ID: _____

_____ FL
SIGNATURE OF NOTARY PUBLIC — STATE

Faith Hemric
NAME OF NOTARY PUBLIC (*PRINTED*)

NOTARY PUBLIC STATE OF FLORIDA

FAITH HEMRIC
Commission # GG 118866
Expires August 13, 2021
Bonded Thru Budget Notary Services

My commission expires: _____

(AFFIX SEAL OR STAMP)

BOND DATA

VENDOR MUST PROVIDE: **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☐	No ☒	PERFORMANCE BOND	
Yes ☒	No ☐	LABOR, MATERIAL, PERFORMANCE BOND	100% on Projects exceeding $100,000

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. BIDDER - The term "BIDDER" used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

   c. VENDOR - The term "VENDOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   d. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   e. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   f. QUALIFIED BIDDER - The best bidder who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or its subcontractors' past performance for the Board, an any other information required by Board policies.

   g. RESPONSIVE BIDDER - A bidder who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   h. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1)(b)2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to the DemandStar website at: www.demandstar.com and VendorLink

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed

in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, vendors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that 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 repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate any Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

    If the Agreement is for more than one million dollars, the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

    Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

    The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

    As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from vendors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The vendor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the bidder agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48

hours prior the public meeting/hearing in order to provide the requested service.

44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

    Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Chapter 119 , Fla. Stat.

    Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or

produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. In the event that a tie still exists after progressing through a–c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

56. **VENDOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

    a. **POSTING OF AWARD NOTICES**

    FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager, or his/her designee, shall post a tabulation of competitive sealed bids/quotes to the www.demandstar.com and VendorLink. The apparent, responsive low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

    FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

    b. **PROCEEDINGS**

    Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

    The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

    Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

    In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

    c. **STAY OF PROCUREMENTS DURING PROTESTS**

    Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-19-07

SPECIAL CONDITIONS

1. PURPOSE

Brevard County Purchasing Services, on behalf of the Public Works Road and Bridge Department, is soliciting annual bids for the purchase of concrete sidewalk, concrete curb, shoulder and valley gutter, concrete traffic separations, curb inlets, fabriform and structures construction services.

The term of this contract shall be three (3) years from the date of award with the option to renew for two (2) additional one (1) year periods with the option to negotiate pricing, terms and conditions. Brevard County will notify the contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement. The County will award a primary and a secondary contractor.

Bid prices shall remain firm for the first twelve (12) months of this contract. The awarded contractor(s) may have an opportunity to request an annual price adjustment for the second and subsequent years of this contract. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the annual anniversary of the contract start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing Manager. Any approved request for price adjustment will not take effect until the anniversary of the contract start date and any such granted price adjustment will be in effect for the twelve (12) month period following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI). Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

2. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Jon McLester, Purchasing Services at 321-617-7390 or by email at jonathan.mclester@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted to the DemandStar website at Onvia DemandStar® website and VendorLink. The County will not notify bidders of addenda. It is the sole responsibility of the bidder to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Jon McLester at jonathan.mclester@brevardfl.gov. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

3. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than December 13, 2018 at 2:00 p.m.**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

Bids shall be submitted in one (1) original and one (1) copy with the "Original" clearly marked. Price Sheet shall be completed electronically on Excel spreadsheet. One (1) electronic copy of bid to include completed Excel spreadsheet shall be saved on compact disc (CD) or USB flash drive and included with bid submittal. Bidders must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

Note* Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk.** To be considered, **a bid must be accepted in Purchasing Services no later than the ITB closing date and time.** If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

4. PRE-BID/WALK THROUGH

None scheduled

CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-19-07
SCOPE OF SERVICES

1. The construction to be performed under this contract will be at various locations within the County for various County departments. The purpose of these specifications is to establish standards from which the contractor may be selected to perform this work. Once the contractor has been selected, the specifications shall be a guide from which the contractor shall work.

2. Award will be based on the cumulative total of five sample projects chosen by Brevard County Public Works prior to the bid due date and time. The sample projects chosen will be available to bidders after the bid due date and time.

3. Please note that there is no minimum or maximum project size or scope. Some projects under this bid may be very small, or large in nature. If awarded this contract you must be able to mobilize and perform work regardless of the size of project. No additional mobilization fees will be paid for projects small in nature.

4. The awarded contractor for this bid must provide the Road & Bridge Department with the names of at least two (2) concrete suppliers to insure against job hold-up due to no available source of redi-mix.

5. Any jobs started during the term of this contract will be awarded to the contractor of record of this contract. The awarded contractor must agree to hold prices throughout the duration of the project.

6. All construction of sidewalks shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 2007, Section 522 Concrete Sidewalk.

7. The contractor shall provide all labor, materials, and equipment necessary to bring the sidewalks to the level of construction required under these specifications.

8. The contractor shall provide all necessary resources for traffic control in accordance with the guidelines provided in "Traffic Controls in Construction and Maintenance Work Zones", and "Manual on Traffic Controls & Safe Practices for Street and Highway Construction".

9. Contractor must provide a minimum of 24 hours' notice prior to leaving job site.

10. Contractor will be responsible for the removal of all related construction debris within 48 hours after finishing concrete work.

11. Contractor shall be responsible for dewatering unless prior arrangements have been arranged with Brevard County.

12. The County shall clear and bring to grade (within +6 inches) all areas upon which sidewalks are to be placed. The County will provide the contractor a single point of contact for scheduling and coordinating all work performed under these specifications.

13. Labor/Material/Performance Bond will be required on each project in excess of $100,000.00. This bond is 100% of the project cost. Due to the unsure nature of this bonding requirement, the cost of bonding is to be borne by the County and should not be included in the bid price. However, to be qualified, the bidder must have sufficient bonding capability to cover all projects in this program.

14. Brevard County requires that the awarded contractor perform a minimum of 50% of all work with in-house staff.

15. The use of sub-contractors must be approved by Brevard County Public Works, Road & Bridge department. In the event that the awarded contractor wishes to use a sub-contractor, they must provide the Road & Bridge department with a minimum of three (3) references for that sub-contractor for work previously performed of comparable scope. Brevard County Public Works, Road and Bridge will have sole discretion as to whether the sub-contractor may or may not be used. The awarded contractor is responsible for performing regardless of whether or not a sub-contractor is allowed.

16. DEFECTIVE WORK – The Contractor will be responsible for removing any defective work and replacing it. If the Contractor is unable to remove the defective work, the County will do so and the Contractor will be responsible for reimbursing the County for labor and equipment.

17. If the Primary Contractor is unable to respond within 48 hours, the County will proceed with the Secondary Contractor.

CONCRETE SIDEWALK CONSTRUCTION, CURB & GUTTER		
Bid # B-4-19-07 PRICE SHEET		
Award will be based on the cumulative total of five sample projects chosen by Brevard County Public Works. The sample projects chosen will be available to bidders after the bid due date and time.		
ITEM #	**Description**	**Unit Price**
	GROUP A - Price by square yard	
1	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (4" Fiber)/D.O.T. SPECIFICATIONS	$ 32.22
2	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (6" Fiber)/D.O.T. SPECIFICATIONS square yard price to include concrete driveway aprons construction	$ 36.90
3	12" thick sidewalk per sq. yard to include Truncated Domes (Armor Tile) per ADA	$ 382.75
4	Reinforced 8" Slab w/footer per SY (See Sketch Attached)	$ 94.20
	GROUP B - price by the linear foot	
	CONCRETE CURB - INDEX 300/D.O.T. SPECIFICATIONS	
5	Type A	$ 11.25
6	Type B	$ 10.75
7	Type D/Header	$ 10.05
8	Type E	$ 14.20
9	Type F	$ 13.75
10	Drop Curb (2.0 feet wide)	$ 12.05
11	6"x6" Curb Poured On Existing Surface	$ 9.50
12	Environmental Curb	$ 10.15
	SHOULDER GUTTER - INDEX 300/D.O.T. SPECIFICATIONS	
13	3.5 Feet Wide	$ 22.70
	VALLEY GUTTER - INDEX 300/D.O.T. SPECIFICATIONS	
14	3.5 Feet Wide	$ 22.50
15	Type 1 Concrete Traffic Separator 4' Wide (Price Each)	$ 25.80
	GROUP C (Pre-fab cannot be used)	
	CURB INLET TOPS (New form and pour) per FDOT Index 210 (Price to include frame & grate or ring and covers)	
16	Type I	$ 1,575.00
17	Type II	$ 1,600.00
18	Type III	$ 1,700.00
19	Type IV	$ 1,725.00
20	Type V	$ 2,025.00
21	Type VI	$ 2,005.00
	GROUP D - Price by linear foot unless otherwise stated	
22	Aluminum Handrail - 2 rails high	62.1
23	Aluminum Handrail - 3 rails high	74.5
	Mitered end sections poured in field per FDOT Index 273 less bars: (Price by Each, less pipe)	
24	15" or equiv.	$ 325.00
25	18" or equiv.	$ 475.00
26	24" or equiv.	$ 525.00
27	30" or equiv.	$ 615.00
28	36" or equiv.	$ 825.00
29	42" or equiv.	$ 865.00
30	48" or equiv.	$ 1,025.00
	GROUP E - Cost per cubic yard	
31	Poured in place structures (Anything in DOT Index 200)	865
	Group F - Demo and MOT	
32	DEMO 6" Concrete Sidewalk (Price per Square Yard)	19.35
33	DEMO 12" Concrete Sidewalk (Price per Square Yard)	46.15
34	DEMO 6" Driveway (Price per Square Yard)	19.35
35	DEMO Curb (Price per Linear Foot)	8.6
36	Pedway Subgrade 6" thick compacted to minimum 98% density per AASHTO T-180 (Price per Square Yard)	4.2
37	Final grading for sod (Price per Square Yard)	10.5
38	MOT two lane, two way, work within the travel way, Index 603 (Price per Day)	725
39	MOT multi-lane, work within the travel way, median or outside lane, Index 613 (Price per Day)	925

Addendum Acknowledgment:

Add. No. 1 Dated 12/11/18 / Add. No. ____ Dated _____

Add. No. ____ Dated _____ / Add. No. ____ Dated _____

If awarded vendor cannot meet the 24-hour availability notification, are you willing to provide these services as a secondary source? _____ YES / _____NO

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, FL. Statutes Section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be form the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. IF PROMPT PAYMENT DISCOUNT IS OFFERED, PLEASE STATE THE DISCOUNT AND TERMS:

_____

Do you accept payments via ACH? ____YES / ✓ NO

I Hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, specifications and pricing for Bid # B-4-19-07/Concrete Sidewalks, Curbs, and Gutters:

VENDOR NAME Goodson Paving, Inc.

ADDRESS 630 Cidco Road, Cocoa, FL 32926

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE Travis Goodson DATE 12/7/18

PHONE # 321-631-5523 FAX # 321-639-0497

EMAIL ADDRESS goodsonpaving@gmail.com

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Concrete Sidewalk, Curb and Gutter Construction
BID #B-4-19-07
December 11, 2019
Addendum 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

CLARIFICATION:

1. Page 7, Bidders Checklist – "Signed Minimum Machine Specifications" is not a required submittal. It is not applicable to this bid.

2. Price Sheet, Item #15, Type 1 Concrete Traffic Separator 4' Wide should be bid per Linear Foot. Price sheet mistakenly says "Price Each." Please bid Linear Foot.

Please note that the quote opening date and time is changed to December 17, 2018 at 2:00 pm.

All other terms and conditions remain unchanged.

Sincerely,

Jon McLester, CPPO, CPPB
Procurement Supervisor, Central Services

cc: file

END OF ADDENDUM 1

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-19-07

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Vendor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, vendor or supplier when required.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-19-07
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Goodson Paving, Inc.
Business Name

Concrete Sidewalk, Curb and Gutter Construction #B-4-19-07
Bid Number and Name

Authorized Representative's Signature

12/7/18
Date

Travis Goodson
Name

Vice President
Position

CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-19-07
FORM OF PERFORMANCE BOND

BY THIS BOND, We _____, as Principal and _____a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called "Owner," in the sum of _____ Dollars and no cents ($_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigned, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the contract dated _____, 20____, between Principal and Owner for supply and implementation of the _____, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and

2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL	**SURETY**
Company: _____	Company: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
(Corporate Seal of PRINCIPAL below)	(Corporate Seal of SURETY below)

CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-19-07
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: M. H. Williams Const Group
Date of Services: 1988 - Current
Description of Services: Site development, Underground, paving, Concr. work
Street Address: 2287 W. Eau Gallie Blvd
City, State, ZIP Code: Melbourne, Fl 32935
Telephone #: 321-757-5150 Fax #: 321-757-5660
Contact Person: Mike Williams Jr. Email:

Ref #2. Customer/Client: MEC Contractors
Date of Services: 2012 - Current
Description of Services: Site development, underground, paving, Concr. work
Street Address: 7607 Coral Dr.
City, State, ZIP Code: W. Melbourne, Fl 32904
Telephone #: 321-723-5661 Fax #: 321-951-1952
Contact Person: Gary Neal Email: gary@mecconstruction.com

Ref #3. Customer/Client: W & J Construction
Date of Services: 1988 - Current
Description of Services: Site development, underground, paving, Concr. work
Street Address: 1038 Havana Way, Ste. 126
City, State, ZIP Code: Rockledge, Fl 32955
Telephone #: 321-631-5523 Fax #: 321-632-5927
Contact Person: Eric Costin Email: eric@wjconstruction.com

Ref #4. Customer/Client: Doug Wilson Enterprises
Date of Services: 1988 - Current
Description of Services: Site development, underground, paving, Concr. work
Street Address: 6121 N. Atlantic Ave., #102
City, State, ZIP Code: Cape Canaveral, Fl 32920
Telephone #: 321-783-0903 Fax #: 321-783-7941
Contact Person: Email:

Ref #5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

BIDDER NAME Goodson Paving, Inc.
ADDRESS 630 Cidco Road, Cocoa, Fl 32926
PRINTED SIGNATURE Travis Goodson
AUTHORIZED SIGNATURE
TELEPHONE # 321-631-5523 FAX# 321-639-0497 DATE 12/7/18
EMAIL: goodsonpaving@gmail.com

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
    a. The contract is solely for goods-based procurement where no services are provided; or
    b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Goodson Paving, Inc.
Business Name

Concrete Sidewalk, Curb and Gutter Construction
#B-A-19-07
Bid Number and Name

Authorized Representative's Signature

12/4/18
Date

Travis Goodson
Name

Vice President
Position

CONCRETE SIDEWALK, CURB AND GUTTER CONSTRUCTION
BID # B-4-19-07
STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-4-19-07 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from vendor database for this commodity/service

____ Other (*please specify below*)

Remarks: _____

_____

_____

_____

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

TELEPHONE NUMBER_____

PRINTED SIGNATURE_____

AUTHORIZED SIGNATURE_____

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services vendor database.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Goodson Paving, Inc.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.

630 Cidco Road

6 City, state, and ZIP code

Cocoa, FL 32926

Requester's name and address (optional)

7 List account number(s) here (optional)

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	8	7	2	0	6	5

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 for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12/7/18

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

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, *later.*

BID # B-4-18-50/ASPHALTIC CONCRETE
PRICE ADJUSTMENT 2

Primary, Secondary, Third		VA Paving			Goodson Paving			Community Asphalt		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$77.60 Ton	$109.01 Ton		$84.11 Ton	$114.51 Ton	$161.50 Ton	$124.01 Ton	$134.01 Ton	$139.01 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$77.60 Ton	$109.01 Ton	$149.01 Ton	$83.81 Ton	$114.51 Ton	$157.01 Ton	$119.01 Ton	$129.01 Ton	$134.01 Ton
FRICTION COURSE		**ROAD PAVING**			**ROAD PAVING**			**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$185.71Ton			$182.75 Ton			$184.75 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$110.75 Ton			$119.21 Ton			$160.75 Ton		
Friction Course FC 12.5	Vendor Delivered, Vendor Placed	$108.75 Ton			$116.25 Ton			$145.75 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$399.01 Ton			$449.01 Ton			$399.01 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$299.01 Ton			$299.01 Ton			$499.01 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$224.01 Ton			$269.01 Ton			$299.01 Ton		
TACK FOB Gallon	FOB GALLON	$11.00 Gal			$8.50 Gal			$7.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$0.65 SY			$0.62 SY			$0.75 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$1.00 SY			$1.20 SY			$0.75 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$300.00 Ton	$3.00 SY		$310.00 Ton	$3.05 SY		$175.00 Ton	$5.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$61.51 Ton			N/A			$73.91 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$2.00 L.F.			$5.05 LF			$4.00 LF		
Night Work	Cost per ton	$10.00			$18.00			$10.00		
Cost for Milling & Clean Up	SY 0-2,500 and under	$5.00 SY			$5.90 SY			$7.50 SY		
	SY $2,501 - 5,000	$3.00 SY			$3.15 SY			$4.00 SY		
	SY 5,001 to 15,000	$2.50 SY			$2.90 SY			$3.50 SY		
	SY 15,001 and over	$2.00 SY			$2.20 SY			$3.00 SY		
Asphalt Millings for Pickup FOB Plant		$25.00 Ton			$28.00 Ton			$5.35 Ton		

CONCRETE SIDEWALK CONSTRUCTION, CURB & GUTTER		
Bid # B-4-19-07 PRICE SHEET		
Award will be based on the cumulative total of five sample projects chosen by Brevard County Public Works. The sample projects chosen will be available to bidders after the bid due date and time.		
ITEM #	**Description**	**Unit Price**
	GROUP A - Price by square yard	
1	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (4" Fiber)/D.O.T. SPECIFICATIONS	$ 32.22
2	CONCRETE SIDEWALK CONSTRUCTION-3000 P.S.I. (6" Fiber)/D.O.T. SPECIFICATIONS square yard price to include concrete driveway aprons construction	$ 36.90
3	12" thick sidewalk per sq. yard to include Truncated Domes (Armor Tile) per ADA	$ 382.75
4	Reinforced 8" Slab w/footer per SY (See Sketch Attached)	$ 94.20
	GROUP B - price by the linear foot	
	CONCRETE CURB - INDEX 300/D.O.T. SPECIFICATIONS	
5	Type A	$ 11.25
6	Type B	$ 10.75
7	Type D/Header	$ 10.05
8	Type E	$ 14.20
9	Type F	$ 13.75
10	Drop Curb (2.0 feet wide)	$ 12.05
11	6"x6" Curb Poured On Existing Surface	$ 9.50
12	Environmental Curb	$ 10.15
	SHOULDER GUTTER - INDEX 300/D.O.T. SPECIFICATIONS	
13	3.5 Feet Wide	$ 22.70
	VALLEY GUTTER - INDEX 300/D.O.T. SPECIFICATIONS	
14	3.5 Feet Wide	$ 22.50
15	Type 1 Concrete Traffic Separator 4' Wide (Price Each)	$ 25.80
	GROUP C (Pre-fab cannot be used)	
	CURB INLET TOPS (New form and pour) per FDOT Index 210 (Price to include frame & grate or ring and covers)	
16	Type I	$ 1,575.00
17	Type II	$ 1,600.00
18	Type III	$ 1,700.00
19	Type IV	$ 1,725.00
20	Type V	$ 2,025.00
21	Type VI	$ 2,005.00
	GROUP D - Price by linear foot unless otherwise stated	
22	Aluminum Handrail - 2 rails high	62.1
23	Aluminum Handrail - 3 rails high	74.5
	Mitered end sections poured in field per FDOT Index 273 less bars: (Price by Each, less pipe)	
24	15" or equiv.	$ 325.00
25	18" or equiv.	$ 475.00
26	24" or equiv.	$ 525.00
27	30" or equiv.	$ 615.00
28	36" or equiv.	$ 825.00
29	42" or equiv.	$ 865.00
30	48" or equiv.	$ 1,025.00
	GROUP E - Cost per cubic yard	
31	Poured in place structures (Anything in DOT Index 200)	865
	Group F - Demo and MOT	
32	DEMO 6" Concrete Sidewalk (Price per Square Yard)	19.35
33	DEMO 12" Concrete Sidewalk (Price per Square Yard)	46.15
34	DEMO 6" Driveway (Price per Square Yard)	19.35
35	DEMO Curb (Price per Linear Foot)	8.6
36	Pedway Subgrade 6" thick compacted to minimum 98% density per AASHTO T-180 (Price per Square Yard)	4.2
37	Final grading for sod (Price per Square Yard)	10.5
38	MOT two lane, two way, work within the travel way, Index 603 (Price per Day)	725
39	MOT multi-lane, work within the travel way, median or outside lane, Index 613 (Price per Day)	925

Legislation Details (With Text)

File #:	19-576	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	11/7/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Approve Fiscal Year 2020 Funds to Cover Remaining Costs Associated with Fiscal Year 2019 Purchase Order 74422 and Authorize City Manager to Approve Related Purchase Order for $77,355. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Inv_2392_from_CONNECT_CONSULTING_INC._8108.pdf Inv_2411_from_CONNECT_CONSULTING_INC._21292.pdf Inv_2435_from_CONNECT_CONSULTING_INC._13320.pdf Agenda 19-39.pdf PO 74422.pdf Shawn Weston Email to Finance 10.30.19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 2, 2019
Agenda Date: December 11, 2019
Prepared By: Chris Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Fiscal Year 2020 Funds to Cover Remaining Costs Associated with Fiscal Year 2019 Purchase Order 74422 and Authorize City Manager to Approve Related Purchase Order for $77,355.

BACKGROUND:

During fiscal year 2019, City Council approved Agenda 19-39 in the amount of $199,687 for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services for Aquifer Storage and Recovery Well Services by Connect Consulting, Inc. (CCI), and Purchase Order 74422 was subsequently issued. Near the end of fiscal year 2019, CCI advised that two invoices submitted in August and September had not been reviewed and approved by staff, and were subsequently not paid (invoices #2392 and #2411 totaling $26,055). In addition, CCI invoice #2435 in the amount of $51,300 had not been sent to staff for review and was submitted on November 5, 2019.

The scope of work outlined in all three invoices was reviewed by staff and was determined to be complete; therefore, staff recommends a payment of $77,355 to Connect Consulting, Inc. for FY19 work performed utilizing FY20 available funds.

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STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	No
Amount Requested	$77,355
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On February 27, 2019, City Council approved the proposal by Connect Consulting, Inc. (CCI), of High Springs, Florida for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services for Aquifer Storage and Recovery Well Services utilizing the City of Palm Coast RFQ PW-U-15-12, Services Contract for Professional Hydrogeological Services.

RECOMMENDED MOTION:

To Approve Fiscal Year 2020 Funds to Cover Remaining Costs Associated with Fiscal Year 2019 Purchase Order 74422 and Authorize City Manager to Approve Related Purchase Order for $77,355.

CCI
Connect
Consulting, Inc.
Water Resource Consultants

Invoice

Date	Invoice #
8/7/2019	2392

BILL TO:

City of Cocoa
Attn: Troy Howell
65 Stone Street
Cocoa, FL 32922

REMIT TO:

Connect Consulting, Inc.
1907 Commerce Lane, Suite 104
Jupiter, FL 33458

CCI Project: 200.08 ASR Wells Instrumentation & Repair

P.O. No.: 74422

Item	Description	Quantity	Rate	Amount
	Hydrogeologic Services for Wellfield Evaluation and Rehabilitation for Aquifer Storage and Recovery Well Services Period Ending: 7/31/2019			
Wellfield Svcs	ASR Well Instrumentation - 100% Complete	0	18,562.00	0.00
Wellfield Svcs	R-3 and R-6 Pump & Motor Replacement - 0% Complete	0	34,800.00	0.00
Wellfield Svcs	R-3 and R-6 Wellhead Refurbishment - 0% Complete	0	12,350.00	0.00
Wellfield Svcs	R-7, R-8, and R-9 Wellhead Repair - 0% Complete	0	2,075.00	0.00
Wellfield Svcs	R-10 Well Modification - 15% Complete	0.1	80,600.00	8,060.00

Thank you for your business.

Total $8,060.00

19505 N.W. 184 Terrace High Springs, FL 32643
Phone: 386-473-7766
email: drobertson@cciwater.com

CCI
Connect
Consulting, Inc.
Water Resource Consultants

Invoice

Date	Invoice #
9/4/2019	2411

BILL TO:

City of Cocoa
Attn: Troy Howell
65 Stone Street
Cocoa, FL 32922

REMIT TO:

Connect Consulting, Inc.
1907 Commerce Lane, Suite 104
Jupiter, FL 33458

CCI Project: 200.08 ASR Wells Instrumentation & Repair

P.O. No.: 74422

Item	Description	Quantity	Rate	Amount
	Hydrogeologic Services for Wellfield Evaluation and Rehabilitation for Aquifer Storage and Recovery Well Services Period Ending: 8/31/2019			
Wellfield Svcs	ASR Well Instrumentation - 100% Complete	0	18,562.00	0.00
Wellfield Svcs	R-3 and R-6 Pump & Motor Replacement - .25% Complete	0.25	34,800.00	8,700.00
Wellfield Svcs	R-3 and R-6 Wellhead Refurbishment - 10% Complete	0.1	12,350.00	1,235.00
Wellfield Svcs	R-7, R-8, and R-9 Wellhead Repair - 0% Complete	0	2,075.00	0.00
Wellfield Svcs	R-10 Well Modification - 25% Complete	0.1	80,600.00	8,060.00

Thank you for your business.

Total $17,995.00

19505 N.W. 184 Terrace High Springs, FL 32643
Phone: 386-473-7766
email: drobertson@cciwater.com

CCI Connect Consulting, Inc.
Water Resource Consultants

Invoice

Date	Invoice #
11/5/2019	2435

BILL TO:

City of Cocoa
Attn: Troy Howell
65 Stone Street
Cocoa, FL 32922

REMIT TO:

Connect Consulting, Inc.
1907 Commerce Lane, Suite 104
Jupiter, FL 33458

CCI Project: 200.08 ASR Wells Instrumentation & Repair

P.O. No.: 74422

Item	Description	Quantity	Rate	Amount
	Hydrogeologic Services for Wellfield Evaluation and Rehabilitation for Aquifer Storage and Recovery Well Services Period Ending: 9/30/2019			
Wellfield Svcs	ASR Well Instrumentation - 100% Complete	0	18,562.00	0.00
Wellfield Svcs	R-3 and R-6 Pump & Motor Replacement - 100% Complete	1	34,800.00	34,800.00
Wellfield Svcs	R-3 and R-6 Wellhead Refurbishment - 100% Complete	1	12,350.00	12,350.00
Wellfield Svcs	R-7, R-8, and R-9 Wellhead Repair - 100% Complete	2	2,075.00	4,150.00
Wellfield Svcs	R-10 Well Modification - 75% Complete	0	80,600.00	0.00

Thank you for your business.

Total $51,300.00

19505 N.W. 184 Terrace High Springs, FL 32643
Phone: 386-473-7766
email: drobertson@cciwater.com

File #: 19-39, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: January 29, 2019
Agenda Date: February 27, 2019
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Proposal by Connect Consulting, Inc., (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services for Aquifer Storage and Recovery Well Services utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services

BACKGROUND:

The City of Cocoa supplies water to customers in its service area from both ground and surface water sources. The surface water source consists of Taylor Creek Reservoir and the ground water source consists of the Intermediate and Upper Floridan Aquifer (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today. In addition, the City has 10 Aquifer Storage and Recovery (ASR) wells.

Public Water Systems (PWS) wells at Cocoa are permitted under the City's Consumptive Use Permit (CUP) No. 50245 issued by the St. Johns River Water Management District (SJRWMD) in November 2003. As with all public water supply wells and wellfields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping costs, power and remote operation issues, it is very cost effective to extend a well's life cycle by periodic evaluation and rehabilitation/repair or replacement.

On April 28, 2015, Connect Consulting, Inc. and the City of Palm Coast, Florida, executed RFQ-PW-U-15-12, Professional Hydrogeological services for a three-year period effective April 28, 2015 through April 27, 2018. Twenty five PWS wells have been serviced thus far from this contract.

On February 4, 2019, the contract with the City of Palm Coast was extended for its second and final optional one (1) year renewal until April 27, 2020.

City staff desires to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to restore and enhance the reliable, firm wellfield capacity.

The scope of work in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on well; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific tasks identified by City staff during the fiscal year as needed. The primary and typical services proposed to be conducted include the following:

- Furnish and install as needed, Flow Transmitters, Level Transmitters, Pressure Sensors and Conductivity sensors with Display
- ASR Wells R-3 and R-6 Pump and Motor Replacement
- ASR Wells R-3 and R-6 Wellhead Replacement
- ASR Wells R-7, R-8 and R-9 Wellhead Repair
- ASR Well R-10 Modification

City staff recommends approval of this proposal for hydrogeological services for wellfield evaluation and rehabilitation services.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$199,687
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On April 28, 2015, Connect Consulting, Inc. and the City of Palm Coast, Florida, executed RFQ-PW-U-15-12, Professional Hydrogeological Services for a three-year period effective April 28, 2015 through April 27, 2018 and was extended until April 27, 2019.

On May 8, 2018, City Council approved proposal with Connect Consulting, Inc., (CCI), High Springs, FL, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, utilizing the City of Palm Coast RFQ-PW-U-15-12.

On October 24, 2018, City Council approved proposal by Connect Consulting, Inc. (CCI), High Springs, Fl., for Hydrogeological Services and Rehabilitation Services, Utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS1106.

RECOMMENDED MOTION:

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

Hydrogeological Services.

SERVICE

PURCHASE ORDER

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

THIS NO. 74422

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1113
VENDOR FAX NO.: 386-462-0059
VENDOR PH NO.: 386-473-7766

DATE 3/21/2019
DATE REQUIRED 9/30/2019

CONNECT CONSULTING INC.
19505 NW 184TH TERRACE
HIGH SPRINGS FL 32643

DELIVER TO:
City of Cocoa
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS FL 32709

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

BUYER/REQ. #
DK 0000038167 F.O.B.
SHAWNY WESTON 4020

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	199687.00	SUM	HYDROGEOLOGICAL SERVICES FOR WELLFIELD EVALUATION and rehabilitation services for Aquifer Storage and Recovery Well Services utilizing the City of Palm Coast RFQ-PW-U-15-12, Co-Op Agreement Services Contract for Professional Hydrogeological Services. Approved by City Council on 2/27/19. Scope of work: Task 1 - ASR Well Instrumentation Task 2 ASR Wells R-3 and R-6 Pump and Motor Replacement Task 3 - ASR Wells R-3 and R-6 Wellhead Refurbishment Task 4 - ASR Wells R-7, R-8, and R-9 Wellhead Repair Task 5 - ASR Well R-10 Modification	1.0000	199687.00
				TOTAL	199687.00

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

42140205364600

CITY OF COCOA

MAIL INVOICES TO: or E-MAIL INVOICES TO:

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

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.

Diane Kozlak

From: Shawn Weston
Sent: Wednesday, October 30, 2019 2:38 PM
To: Diane Kozlak; Michelle Cross
Subject: RE: FY19 Open PO's

Diane,

All are ok to liquidate.

PO # 73953 Bio-Tech Consulting doesn't have a balance on it. They sent the invoice over this afternoon. RC

Shawny Weston
Administrative Assistant
Dyal Water Treatment Plant
351 Shearer Blvd., Cocoa FL 32922
Ph: (321) 635-7771
sweston@cocoafl.org

Serving our Community with PRIDE!

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From: Diane Kozlak
Sent: Wednesday, October 30, 2019 2:29 PM
To: Shawn Weston <sweston@cocoafl.org>; Michelle Cross <mcross@cocoafl.org>
Subject: FY19 Open PO's

Hi there,

PO # 73494 Fort Bend has a remaining balance of $17,059.68. Is it okay to liquidate? 37114
PO # 73897 Glover Oil has a remaining balance of $9,197.05. Is it okay to liquidate? 37355
PO # 73953 Bio-Tech Consulting has a remaining balance of $1,900.00. Is it okay to liquidate? 37510
PO # 74422 Connect Consulting has a remaining balance of $97,505.00. Is it okay to liquidate? 38167

Please let me know. Thanks.

SERVICE

PURCHASE ORDER

CITY OF COCOA

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

CHANGE NO.: 1
CHANGE DATE: 10/31/2019
THIS NO. 74422

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1113
VENDOR FAX NO.: 386-462-0059
VENDOR PH NO.: 386-473-7766

DATE 3/21/2019
DATE REQUIRED 9/30/2019

CONNECT CONSULTING INC.
19505 NW 184TH TERRACE
HIGH SPRINGS FL 32643

DELIVER TO:

City of Cocoa
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS FL 32709

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

BUYER/REQ. #
DK 0000038167
SHAWNY WESTON 4020

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
			Change order issued to liquidate remaining balance on PO for FY19 year end close.		
1	102182.00	SUM	HYDROGEOLOGICAL SERVICES FOR WELLFIELD EVALUATION and rehabilitation services for Aquifer Storage and Recovery Well Services utilizing the City of Palm Coast RFQ-PW-U-15-12, Co-Op Agreement Services Contract for Professional Hydrogeological Services. Approved by City Council on 2/27/19. Scope of work: Task 1 - ASR Well Instrumentation Task 2 ASR Wells R-3 and R-6 Pump and Motor Replacement Task 3 - ASR Wells R-3 and R-6 Wellhead Refurbishment Task 4 - ASR Wells R-7, R-8, and R-9 Wellhead Repair Task 5 - ASR Well R-10 Modification	1.0000	102182.00
				TOTAL	102182.00

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

42140205364600
CITY OF COCOA

MAIL INVOICES TO: or E-MAIL INVOICES TO:

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

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.

Legislation Details (With Text)

File #:	19-590	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Consent Agenda	
File created:	11/13/2019		**In control:**	City Council	
On agenda:	12/11/2019		**Final action:**		
Title:	Council Approval to submit costs associated with the named storm event Hurricane Dorian to the Florida Division of Emergency Management for potential reimbursement, and to approve a resolution authorizing the City Manager or Finance Director to sign any contracts and amendments related to these reimbursements. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2019-108: Hurricane Dorian Authorization.pdf Presidential Disaster Declaration.pdf Hurricane Dorian - Brevard County Disaster Declaration Notice.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 13, 2019
Agenda Date: December 11, 2019
Prepared By: Anthony Hagan (Grants Administrator)
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Council Approval to submit costs associated with the named storm event Hurricane Dorian to the Florida Division of Emergency Management for potential reimbursement, and to approve a resolution authorizing the City Manager or Finance Director to sign any contracts and amendments related to these reimbursements.

BACKGROUND:

Hurricane Dorian passed off the coast of Central Florida on September 2, 2019. As it approached the coast, it was projected to hit the Cocoa area as a Category 5 hurricane. As a result, the City prepared for catastrophic damage and staff spent several days in emergency status. The City incurred approximately $320,000 in costs due to emergency activation.

Federal Emergency Management Agency (FEMA) declared Hurricane Dorian as a named disaster (DR4468) on October 19, 2019 in certain counties in Florida, of which Brevard County is included. Subsequently, a Request for Public Assistance was filed with the State of Florida on October 23, 2019. Staff has begun preparing the proper documentation required for reimbursement of allowable costs incurred by the City during Hurricane Dorian.

Once these costs are deemed eligible, and the appropriate documentation supplied, FEMA will advance these reimbursement requests to the State of Florida Division of Emergency Management for payment. Upon review, the State will issue a contract with the City to authorize payment. This resolution provides for approval to for the City Manager or Finance Director to execute the agreement and requests authorization for the Finance Director or City Manager to execute all related documents for and on behalf of the City for reimbursement of costs related to Hurricane Dorian.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

There is no impact to the City budget at this time. A budget will be established to recognize revenue when the City receives the reimbursement for costs incurred.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council Approval to submit costs associated with the named storm event Hurricane Dorian to the Florida Division of Emergency Management for potential reimbursement, and to approve a resolution authorizing the City Manager or Finance Director to sign any contracts and amendments related to these reimbursements.

Attachments: 1. Resolution

RESOLUTION NO. 2019-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER OR FINANCE MANAGER TO SIGN ANY CONTRACTS AND AMENDMENTS FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT RELATED TO HURRICANE DORIAN REIMBURSEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa was impacted by Hurricane Dorian during the time period of September 1 through September 4, 2019; and

WHEREAS, the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) declared on October 20, 2019 that costs incurred through preparation for Hurricane Dorian landfall and damages from Hurricane Dorian in certain Florida counties are eligible for federal reimbursement; and

WHEREAS, Brevard County is listed as one of the counties impacted by Hurricane Dorian that is eligible for reimbursement of costs incurred through preparation for Hurricane Dorian landfall and damages from Hurricane Dorian; and

WHEREAS, various agreements and forms will be required to be signed by an authorized person representing the City of Cocoa, Florida: and

WHEREAS, the Florida Division of Emergency Management will be the contracting agency with the responsibility to issue payments for reimbursement for Hurricane Dorian related costs.

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

SECTION 1. The City Council of the City of Cocoa hereby authorizes the City Manager or the Finance Director to execute all contracts and modifications from the Florida Division of Emergency Management for Hurricane Dorian related costs.

SECTION 2. Staff will present the final approved amount of the reimbursed costs upon completion of the contract.

SECTION 3. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. 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 meeting assembled on the 11th day of December, 2019.

Jake Williams, Jr. , Mayor

ATTEST:

Carie Shealy, City Clerk

STATEMENTS & RELEASES

President Donald J. Trump Approves Florida Disaster Declaration

LAND & AGRICULTURE

Issued on: **October 21, 2019**

★ ★ ★

Today, President Donald J. Trump declared that a major disaster exists in the State of Florida and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by Hurricane Dorian from August 28 to September 9, 2019.

Federal funding is available to State and eligible local governments and certain private nonprofit organizations on a cost-sharing basis for emergency work and the repair or replacement of facilities damaged by Hurricane Dorian in the counties of Brevard, Duval, Flagler, Indian River, Martin, Nassau, Osceola, Palm Beach, Putnam, Seminole, St. Johns, and St. Lucie.

Federal funding is also available on a cost-sharing basis for hazard mitigation measures statewide.

Pete Gaynor, Acting Administrator, Federal Emergency Management Agency (FEMA), Department of Homeland Security, named Thomas J. McCool as the Federal Coordinating Officer for Federal recovery operations in the affected areas.

Additional designations may be made at a later date if requested by the State and warranted by the results of further damage assessments.

FOR FURTHER INFORMATION MEDIA SHOULD CONTACT THE FEMA NEWS DESK AT (202) 646-3272 OR FEMA-NEWS-DESK@FEMA.DHS.GOV.

Anthony Hagan

From: Prosser, Kimberly <kimberly.prosser@brevardfl.gov>
Sent: Thursday, October 24, 2019 10:07 AM
To: Brevard County Emergency Operations Center
Subject: FW: Hurricane Dorian (DR-4468) Requests for Public Assistance

Importance: High

CAUTION! This email originated from an outside source. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the "Phish Alert" button above.

Brevard County Eligible Applicants:
I'm happy to share with you that Brevard is one of twelve Florida counties designated for Public Assistance (Categories A-G) as a result of Hurricane Dorian. If your agency/municipality intends to submit for cost reimbursement, please submit a Request for Public Assistance through www.FloridaPA.org. The deadline is November 20.
Thanks,

Kimberly

Kimberly Prosser, FPEM, APR
Director | Brevard County Emergency Management
kimberly.prosser@brevardfl.gov
321.637.6670 office | 321.403.6946 cell

"I've learned that finishing a marathon isn't just an athletic achievement. It's a state of mind; a state of mind that says anything is possible." –John Hanc

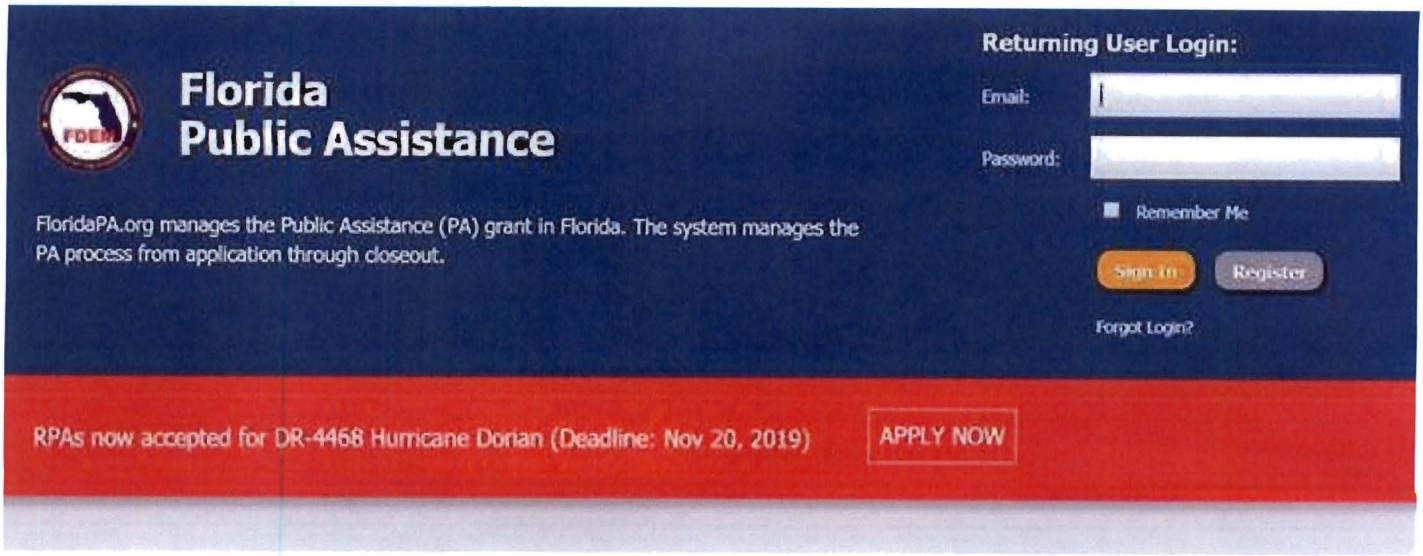
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From: Shirah, Melissa <*Melissa.Shirah@em.myflorida.com*>
Sent: Wednesday, October 23, 2019 8:20 PM

The State of Florida received a Major Disaster Declaration for Hurricane Dorian (DR-4468). The following twelve counties have all been designated for Public Assistance (Categories A-G) under this initial declaration: Brevard, Duval, Flagler, Indian River, Martin, Nassau, Osceola, Palm Beach, Putnam, Seminole , St. Johns, and St. Lucie.

Requests for Public Assistance (RPA's) are now being accepted through www.FloridaPA.org. This is directly accessible, regardless if the applicant has an account, through the home page by clicking "APPLY NOW" (see snapshot below). *Additionally, current users of Grants Portal* may choose to apply through that system as an alternative. Every eligible applicant within the designated area will need to submit an RPA for this specific disaster in order to pursue funding under FEMA's Public Assistance Grant. The deadline for submission to FEMA is November 20, 2019.

For anyone requiring technical assistance through this process, there is a designated email address at RPA.Help@em.myflorida.com.



Thank you,

Melissa Shirah | Deputy Bureau Chief/SPAO

Bureau of Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, FL 32399-2100
Office: (850) 815-4410
Cell: (850) 590-9287
Melissa.Shirah@em.myflorida.com
www.floridadisaster.org

Please note that Florida has a broad public records law (Chapter 119, Florida Statutes). Most written communications to or from state employees are public records obtainable by the public upon request. Emails sent to me at this email address may be considered public and will only be withheld from disclosure if deemed confidential pursuant to the laws of the State of Florida.

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Anthony Hagan

From: Prosser, Kimberly <kimberly.prosser@brevardfl.gov>
Sent: Tuesday, October 22, 2019 3:24 PM
Subject: FW: Hurricane Dorian Major Disaster Declaration received

CAUTION! This email originated from an outside source. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the "Phish Alert" button above.

Good news: Brevard is one of 12 Florida counties to receive a major disaster declaration for Hurricane Dorian. We do not yet have a copy of the actual declaration, but the announcement is linked/below.
Thanks,
Kimberly

From: Mahon, Jason <Jason.Mahon@em.myflorida.com>
Sent: Tuesday, October 22, 2019 2:53 PM
To: County Emergency Management Directors <CountyEmergencyManagementDirectors@em.myflorida.com>
Subject: Hurricane Dorian Major Disaster Declaration

Good afternoon,

Last night, a major disaster declaration was approved for the following Florida counties: Brevard, Duval, Flagler, Indian River, Martin, Nassau, Osceola, Palm Beach, Putnam, Seminole, St. Johns and St. Lucie. Please find the full announcement below and here - https://www.whitehouse.gov/briefings-statements/president-donald-j-trump-approves-florida-disaster-declaration-3/.

We will share any additional information from FEMA as it is provided to the Division.

Office of the Press Secretary

FOR IMMEDIATE RELEASE
October 21, 2019

President Donald J. Trump Approves Florida Disaster Declaration

Today, President Donald J. Trump declared that a major disaster exists in the State of Florida and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by Hurricane Dorian from August 28 to September 9, 2019.

Federal funding is available to State and eligible local governments and certain private nonprofit organizations on a cost-sharing basis for emergency work and the repair or replacement of facilities damaged by Hurricane Dorian in the counties of Brevard, Duval, Flagler, Indian River, Martin, Nassau, Osceola, Palm Beach, Putnam, Seminole, St. Johns, and St. Lucie.

Federal funding is also available on a cost-sharing basis for hazard mitigation measures statewide.

Pete Gaynor, Acting Administrator, Federal Emergency Management Agency (FEMA), Department of Homeland Security, named Thomas J. McCool as the Federal Coordinating Officer for Federal recovery operations in the affected areas.

Additional designations may be made at a later date if requested by the State and warranted by the results of further damage assessments.

FOR FURTHER INFORMATION MEDIA SHOULD CONTACT THE FEMA NEWS DESK AT (202) 646-3272 OR FEMA-NEWS-DESK@FEMA.DHS.GOV

###

Best,

Jason

Jason Mahon
Communications Director
Florida Division of Emergency Management
850-815-4131 (desk)
850-294-2169 (cell)
Jason.Mahon@em.myflorida.com

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Legislation Details (With Text)

File #:	19-594	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	11/14/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Authorize Change Order #1 to C&D Construction for the Day Slips and T-Dock Project #ES17HI in the amount of $53,981.71 and approve the Resolution amending the total construction budget and authorizing the City Manager to approve additional change orders or additional service contracts related to the project in an amount not to exceed $40,000. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RFP #1- Add $3,243.98 - Underground.pdf RFP #2- Deduct $1,000.00 - Change depth from 3' to 2' on Utility.pdf RFP #3- Add $2,359.31 - Demo Asphalt.pdf RFP #4- Deduct $35,288.18 - Electrical Bollards deduct - Revised- 12419.pdf RFP #5- Add $67,950.75 - Electrical wire add - Revised- 12419.pdf RFP #6- Add $16,715.85 - Electrical Add GFCI.pdf Res Proj Contingency - Day Slips and T-Dock at Lee Wenner				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 14, 2019
Agenda Date: December 11, 2019
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith, P.E., City Engineer

Requested Action:
Authorize Change Order #1 to C&D Construction for the Day Slips and T-Dock Project #ES17HI in the amount of $53,981.71 and approve the Resolution amending the total construction budget and authorizing the City Manager to approve additional change orders or additional service contracts related to the project in an amount not to exceed $40,000.

BACKGROUND:

On May 8, 2019, the City Council awarded Bid # B 19-13-COC, for the construction of the Day Slips and T-Dock Project at Lee Wenner Park to C&D Construction in the amount of $1,734,800.

Throughout the course of the construction of this project, several unforeseen items have been discovered after awarding of the bid: Minor field changes were made for utility line re-locations - $3,243.98; unforeseen asphalt was encountered during the utility line relocations and required

removal - $2,359.31; a redesign of the electrical drawings was necessary due to the addition of pedestrian safety site lighting along the project length towards the end of the design phase - $67,950.75. It is also necessary to revise the Ground Fault Circuit Interrupt (GFCI) equipment on the T-Dock - $16,715.85. Additionally, there are two deductive changes: Switching the pedestal lighting spacing from every twenty-five feet to every fifty feet (reducing the pedestal lights by 17) - ($35,288.18). Lowering the minimum depth of the utility lines from three feet to two feet - ($1,000). The net amount of these changes is $53,981.71.

Staff has requested that the Cocoa CRA provide budget for Change Order #1 via Agenda Item #19-653 on their December 11, 2019 meeting agenda in addition to providing a contingency budget of $40,000 for this project. Budget Adjustment Form #20-022-A amended the FY20 budget for the project to include these additional costs; therefore budget has been provided for this change order request.

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

STRATEGIC PLAN CONNECTION:

This project will improve the image and increase the economic development opportunities for the City. This project is also consistent with the Cocoa Community Redevelopment Plan. It will also improve the boating opportunities for residents of, and visitors to the City of Cocoa.

BUDGETARY IMPACT:

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

Amount Requested	$53,981.71
Account Number	302-3580-572.63-04
Account Name	Infrastructure

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

Change Order Amount $53,981.71

Original Purchase Order 74682
Original P.O. Amount $1,734,800

For this Agenda Item note Prior Change Order Information:

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

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PREVIOUS ACTION:

Council awarded Bid # B 19-13-COC to C&D Construction for $1,734,800 on May 8, 2019.

RECOMMENDED MOTION:

Authorize Change Order #1 to C&D Construction for the Day Slips and T-Dock Project #ES17HI in the amount of $53,981.71 and approve the Resolution amending the total construction budget and authorizing the City Manager to approve additional change orders or additional service contracts related to the project in an amount not to exceed $40,000.

C&D Construction, Inc.

395 South Range Rd.,
Cocoa, FL 32926
321-639-9198
Fax 321-690-2291
gregg@c-dconstruction.com

C&D Change Proposal #1 (Underground per discussion with City of Cocoa)

Date: 8/1/2019
Time: 2.00

	Description of Work		Quantity		@	Material	Labor	Equipment	Sub	Total
1	**Subcontract Work**									
	Maxwell Contracting		1	est	1.00				$2,765.54	$2,765.54
										$0.00
	Subtotal									$2,765.54
	Overhead	0.1000								$276.55
	Profit	0.0500								$138.28
	Subtotal									$3,180.37
	Bond	0.02								$63.61
	Subtotal									$3,243.98
2	**C&D Work**									
	Material									$0.00
	Equipment									$0.00
	Labor	($25/hrx26.833%pti)								$0.00
	Supervision	($50/hrx26.833%pti)								$0.00
										$0.00
	Subtotal									$0.00
	Overhead	0.1000								$0.00
	Profit	0.0500								$0.00
	Subtotal									$0.00
	Bond	0.02								$0.00
	Subtotal									$0.00
	Total (Section 1 plus Section 2 above)									***$3,243.98***

C&D Construction, Inc.

395 South Range Rd.,
Cocoa, FL 32926
321-639-9198
Fax 321-690-2291
gregg@c-dconstruction.com

C&D Change Proposal #2 (Change Depth from 3' to 2' on Utility changes)

Date: 9/6/2019
Time: 2.00

	Description of Work		Quantity		@	Material	Labor	Equipment	Sub	Total
1	**Subcontract Work**									
	Maxwell Contracting		1	est	-1.00				$1,000.00	-$1,000.00
										$0.00
	Subtotal									-$1,000.00
	Overhead	0.0000								$0.00
	Profit	0.0000								$0.00
	Subtotal									-$1,000.00
	Bond	0.00								$0.00
	Subtotal									-$1,000.00
2	**C&D Work**									
	Material									$0.00
	Equipment									$0.00
	Labor	($25/hrx26.833%pti)								$0.00
	Supervision	($50/hrx26.833%pti)								$0.00
										$0.00
	Subtotal									$0.00
	Overhead	0.1000								$0.00
	Profit	0.0500								$0.00
	Subtotal									$0.00
	Bond	0.02								$0.00
	Subtotal									$0.00
	Total (Section 1 plus Section 2 above)									***-$1,000.00***

C&D Construction, Inc.

395 South Range Rd.,
Cocoa, FL 32926
321-639-9198
Fax 321-690-2291
gregg@c-dconstruction.com

C&D Change Proposal #3 (Unforseen Asphalt Removal)

Date: 10/22/2019
Time: 2.00

	Description of Work		Quantity		@	Material	Labor	Equipment	Sub	Total
1	**Subcontract Work**									
	Maxwell Contracting		1	est	1.00				$2,011.35	$2,011.35
										$0.00
	Subtotal									$2,011.35
	Overhead	0.1000								$201.14
	Profit	0.0500								$100.57
	Subtotal									$2,313.05
	Bond	0.02								$46.26
	Subtotal									$2,359.31
2	**C&D Work**									
	Material									$0.00
	Equipment									$0.00
	Labor	($25/hrx26.833%pti)								$0.00
	Supervision	($50/hrx26.833%pti)								$0.00
										$0.00
	Subtotal									$0.00
	Overhead	0.1000								$0.00
	Profit	0.0500								$0.00
	Subtotal									$0.00
	Bond	0.02								$0.00
	Subtotal									$0.00
	Total (Section 1 plus Section 2 above)									***$2,359.31***

C&D Construction, Inc.

395 South Range Rd.,
Cocoa, FL 32926
321-639-9198
Fax 321-690-2291
gregg@c-dconstruction.com

C&D Change Proposal #4 (Electrical Bollards deduct)

Date: 12/4/2019
Time: 17 days

	Description of Work		Quantity		@	Material	Labor	Equipment	Sub	Total
1	**Subcontract Work**									
	Boys Electrical Bollards deduct		1	est	1.00				-$30,083.70	-$30,083.70
	Subtotal									-$30,083.70
	Overhead	0.1000								-$3,008.37
	Profit	0.0500								-$1,504.19
	Subtotal									-$34,596.26
	Bond	0.02								-$691.93
	Subtotal									-$35,288.18
2	**C&D Work**									
	Material									$0.00
	Equipment									$0.00
	Labor	($25/hrx37.84%pti)								$0.00
	Supervision	($50/hrx37.84%pti)								$0.00
										$0.00
	Subtotal									$0.00
	Overhead	0.1000								$0.00
	Profit	0.0500								$0.00
	Subtotal									$0.00
	Bond	0.02								$0.00
	Subtotal									$0.00
	Total (Section 1 plus Section 2 above)									***-$35,288.18***

C&D Construction, Inc.

395 South Range Rd.,
Cocoa, FL 32926
321-639-9198
Fax 321-690-2291
gregg@c-dconstruction.com

C&D Change Proposal #5 (Electrical add for wire)

Date: 12/4/2019
Time: 17 days

	Description of Work		Quantity		@	Material	Labor	Equipment	Sub	Total
1	**Subcontract Work**									
	Boys Electrical Wire add		1	est	1.00				$57,722.27	$57,722.27
	Subtotal									$57,722.27
	Overhead	0.1000								$5,772.23
	Profit	0.0500								$2,886.11
	Subtotal									$66,380.61
	Bond	0.02								$1,327.61
	Subtotal									$67,708.22
2	**C&D Work**									
	Material									$0.00
	Equipment									$0.00
	Labor	($25/hrx37.84%pti)					$34.46			$0.00
	Supervision	($50/hrx37.84%pti)	3	hrs	1.00		$68.92			$206.76
										$0.00
	Subtotal									$206.76
	Overhead	0.1000								$20.68
	Profit	0.0500								$10.34
	Subtotal									$237.77
	Bond	0.02								$4.76
	Subtotal									$242.53
	Total (Section 1 plus Section 2 above)									***$67,950.75***

C&D Construction, Inc.

395 South Range Rd.,
Cocoa, FL 32926
321-639-9198
Fax 321-690-2291
gregg@c-dconstruction.com

C&D Change Proposal #6 (Electrical add GFCI panel)

Date: 12/4/2019
Time: 6 days

	Description of Work		Quantity		@	Material	Labor	Equipment	Sub	Total
1	**Subcontract Work**									
	Boys Electrical (GFCI Pannel Add)		1	est	1.00				$14,043.75	$14,043.75
	Subtotal									$14,043.75
	Overhead	0.1000								$1,404.38
	Profit	0.0500								$702.19
	Subtotal									$16,150.31
	Bond	0.02								$323.01
	Subtotal									$16,473.32
2	**C&D Work**									
	Material									$0.00
	Equipment									$0.00
	Labor	($25/hrx37.84%pti)					$34.46			$0.00
	Supervision	($50/hrx37.84%pti)	3	hrs	1.00		$68.92			$206.76
										$0.00
	Subtotal									$206.76
	Overhead	0.1000								$20.68
	Profit	0.0500								$10.34
	Subtotal									$237.77
	Bond	0.02								$4.76
	Subtotal									$242.53
	Total (Section 1 plus Section 2 above)									***$16,715.85***

RESOLUTION NO. 2019-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT BETWEEN THE CITY AND C&D CONSTRUCTION AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT RELATED TO BID # B 19-13-COC, FOR THE CONSTRUCTION OF THE DAY SLIPS AND T-DOCK PROJECT AT LEE WENNER PARK; AMENDING THE TOTAL AMOUNT BUDGETED FOR THE PROJECT TO AN AMOUNT NOT TO EXCEED $1,828,781.70 INCLUSIVE OF CHANGE ORDER #1 APPROVED BY THE CITY COUNCIL AND AN ADDITIONAL $40,000 CONTINGENCY SET ASIDE FOR ANY ADDITIONAL CHANGE ORDERS OR ADDITIONAL SERVICE CONTRACTS APPROVED BY THE CITY MANAGER PURSUANT TO THIS RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on May 8, 2019, the City Council awarded Bid # B 19-13-COC to, and entered into a primary construction contract for the construction of the Day Slips and T-Dock Project at Lee Wenner Park with, C&D Construction in the amount of $1,734,800; and

WHEREAS, on December 11, 2019, the City Council approved Change Order #1 in the amount of $53,981.71; and

WHEREAS, in conjunction with the authorization of Change Order #1, the City Council desires to streamline the approval of any other additional change orders and any

additional service contracts to the extent necessary in order to expedite the completion of the construction of the project; and

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project related to Bid # B 19-13-COC and the construction of the Day Slips and T-Dock Project at Lee Wenner Park, provided the total amount of approved change orders and any additional service contracts do not exceed the total construction budget established herein. The total construction budget is hereby amended to equal $1,828,781.70 and allows for the City Manager to authorize additional change orders or additional service contracts in amount not to exceed $40,000. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on December 11, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-607	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/19/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Approve Amendment No. 1 to Task Order 2019-09 with Carollo Engineers Inc., Orlando, Florida, for the Influent Pump Station and Transfer Pump Rehabilitation Project (portions of the Flow Improvements Project) at the Jerry Sellers Water Reclamation Facility, Project No.WS16SF. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2019.11.22_TO9_Cocoa_Influent Pump Station_Amendment[4].pdf P.O. 74875 (Carollo).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 19, 2019
Agenda Date: December 11, 2019
Prepared By: Katherine Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Amendment No. 1 to Task Order 2019-09 with Carollo Engineers Inc., Orlando, Florida, for the Influent Pump Station and Transfer Pump Rehabilitation Project (portions of the Flow Improvements Project) at the Jerry Sellers Water Reclamation Facility, Project No.WS16SF

BACKGROUND:

On November 10, 2015, City Council approved CDM Smith to provide Permitting, Structural Inspection, and Final Design Services for the Jerry Sellers Water Reclamation Facility (WRF) Flow Improvements Project. In September 2016, CDM Smith submitted a Final Design, including drawings and specifications.

On January 24, 2017, City Council approved CDM Smith to provide bidding and construction services. The construction, however, was postponed due to lack of funding.

On July 24, 2018, Carollo Engineers, Inc. was awarded the Continuing Service Agreement for Engineering Services for Wastewater Collection, Treatment and Disposal Systems.

In April 2019, Carollo completed work on a Design Intent Review to compile changes requested by City Staff in CDM's Final Design products.

On June 26, 2019, City Council approved Task Order 2019-09 with Carollo Engineers to update CDM's 2016 design product to include drawings, specifications, and calculations.

Staff is requesting approval of Amendment No. 1 to Task Order 2019-09 with Carollo Engineers. This amendment includes additional field validation and calculation work needed to confirm the influent pump station pump sizing due to a conflict between the existing design condition and the available record drawings that was unknown when the task order was originally developed. Additionally, the City has requested to include the rehabilitation of portions of the headworks structure and slide gates in the project design. The headworks structure was recently taken offline due to the replacement of the mechanical barscreen and during this replacement, structural corrosion and degradation of some components were identified. The headworks rehabilitation was recommended for an amendment to this project because the City can take advantage of the bypassing of the headworks that will be required for the influent pump station project.

Staff recommends approval of Amendment No. 1 to Task Order 2019-09 with Carollo Engineers, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$18,885.86
Account Number	426-4120-536.63-00, WS16SF
Account Name	Infrastructure
Source of Funds:	Series 2018B Bond
Change Order Amount	$18,885.86
Original Purchase Order	74875
Original P.O. Amount	$100,843.12
Total number of change orders to date	1
Total amount in change orders to date	$18,885.86

PREVIOUS ACTION:

On July 24, 2018, Carollo Engineers, Inc. was awarded the Continuing Service Agreement for Engineering Services for Wastewater Collection, Treatment and Disposal Systems.

On August 14, 2018, City Council approved the issuance of Water and Sewer System Revenue Bonds to finance capital improvements to the System. The Sellers Flow Improvements Project was identified as one of the Capital Improvements Projects to be financed with this Bond, with a budget of $4,230,000.

On June 26, 2019, City Council approved Task Order 2019-09 with Carollo Engineers, Inc. for the Jerry Sellers WRF Influent Pump Station and Transfer Pump Rehabilitation (portions of the Flow Improvements Project), Project No. WS16SF.

RECOMMENDED MOTION:

To Approve Amendment No. 1 to Task Order 2019-09 with Carollo Engineers Inc., Orlando, Florida, for the Influent Pump Station and Transfer Pump Rehabilitation Project (portions of the Flow Improvements Project) at the Jerry Sellers Water Reclamation Facility, Project No.WS16SF.

AMENDMENT 1
TASK ORDER NO. 2019-09

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Amendment is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 22nd day of November 2019, in connection with: Influent Pump Station and Transfer Pump Rehabilitation Project (PROJECT).

A. PROJECT UNDERSTANDING

The existing influent pump station (IPS) pumps have an existing design condition that does not appear to correspond with the conditions presented in the available record drawings. The ENGINEER's pump design condition has significantly more headloss calculated through the existing piping and elevations than indicated by the Jerry Sellers WRF staff and the existing design condition. Due to the discrepancy with the ENGINEER's design and calculations, it is recommended to perform field validation that can be incorporated into the ENGINEER's calculations and hydraulic model to provide recommendations as necessary.

In addition to the above referenced project understanding, the City has requested to include the rehabilitation of the headworks structure and slide gates in the project design. The headworks structure was recently taken offline due to the replacement of the mechanical barscreen. During this replacement, structural corrosion and degradation of mechanical components were identified. The headworks rehabilitation was recommended for amendment to this PROJECT such that the City can take advantage of the bypassing already scheduled for the influent pump station rehabilitation. It is understood that bypassing the headworks and influent pump station will result in ragging in the BNR Basin, which will require cleaning potentially during and after the PROJECT. The City has noted that the headworks and IPS structure can be bypasses through existing valve operation and will not require bypass pumping. The bypass pumping specification will there be removed from the PROJECT scope.

It is also understood that the slide gate rehabilitation will include the replacement of the operators and seals. The slide gates will be salvaged if possible based upon the City's request. The slide gate replacement will be included in a bid alternative. No additional electrical and instrumentation design services are included in this Amendment. Additional equipment rehabilitation and replacement is not included in this Amendment with the exception of small appurtenances such as equipment hardware, blind flanges, and etc.

B. SCOPE OF WORK

Task 1 – Project Management

Task 1.1 – Project Management

ENGINEER will coordinate with Jerry Sellers WRF Staff and City of Cocoa Engineering Staff to revise the project deliverables and schedule. ENGINEER will also coordinate with the various sub-disciplines regarding necessary changes to the Project Design.

Task 2 – Design Services

Task 2.1 – On-Site Services

ENGINEER will perform the follow activities as part of this task.

- Visit the site the Jerry Sellers WRF to conduct field testing of the existing pumps. It is assumed that the existing pumps will have the requested pressure gauges installed upon arrival for field testing. Pressure gauges will be installed on at least one small capacity pump and one large capacity pump discharge (prior to the check valve). Pumps will be tested for the following:
    - Draw down testing
    - One small pump operation
    - Three small and two large pump operation.

Task 2.2 – Existing Equipment Investigation

ENGINEER will perform the follow activities as part of this task.

- Coordinate with existing pump manufacturer and Jerry Sellers staff to determine the existing equipment onsite.

Task 2.3 – Validation of Model

Upon completion of Task 2.1, the ENGINEER will perform the follow activities as part of this task.

- Update of the hydraulic model and calculations.
- Revision of the Design drawings and specifications to incorporate the field testing data.
- Coordination with pump manufacturer to determine the pump selection and design.

Task 2.4 – Headworks Rehabilitation

ENGINEER will perform the follow activities as part of this task.

- Site Visit to inspect existing headworks structure.
- Include the rehabilitation of the existing headworks structure and slide gates in the PROJECT Bid Set documents.
- Compile list of manufacture references of headworks specific application of coatings.

Deliverables:

- Plan and Section for the structural and mechanical drawings, detailing the rehabilitation of the structure and slide gates.
- Specifications as necessary for the referenced Project Understanding and Task 2.4.

Schedule:

- Upon receipt of existing CAD drawings or determination that the Engineer shall use the existing available PDFs, the headworks modifications will be provided in two weeks (in the form of the Bid Set deliverable).

C. COMPENSATION

Compensation for Services of ENGINEER described in this Amendment will be billed as lump sum fee of $18,885.86.

Refer to Exhibit 1 and Exhibit 2.

D. TERMS AND CONDITIONS

The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically reference.

E. TERMS OR PROVISIONS IN CONFLICT

If the provisions set forth in the Agreement are in conflict with the provisions set forth in the Task Order, the provisions of this Task Order shall govern.

F. EFFECTIVE DATE

This Amendment No. 1 for Task Order No. 9 is effective as of the 22nd day of November 2019.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Amendment No. 1 evidencing its issuance by OWNER and acceptance by ENGINEER.

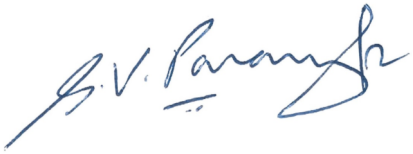
CAROLLO ENGINEERS, INC.	OWNER
Accepted this 22nd day of November, 2019	
By: 	By:
Larry Elliott, P.E., Senior Vice President	John Titkanich, City Manager
By: 	
Sudhanva Paranjape, P.E., Vice President	

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee **Influent Pump Station and Transfer Pump Rehabilitation Project** **Engineering Services - Amendment 1**		**Professional ES III**	**Lead Project Professional ES VII**	**Senior Technician ET VIII**	**Word Processing**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**
	Labor Rate	$ 133.59	$ 204.75	$ 144.46	$ 90.00		
	TASK AND DESCRIPTION						
1	Project Management		0				
	Project Management	4	4	0	0	8	$1,353.36
2	Design Services						
2.1	On-Site Services	0	6	0	0	6	$1,228.50
2.2	Existing Equipment Investigation	6	0	0	0	6	$801.54
2.3	Validation of Model	8	12	0	0	20	$3,525.72
2.4	Headworks Rehabilitation	6	16	20	6	48	$7,506.74
	Total Hours and Labor Costs	24	38	0	6	40	**$14,415.86**
	Travel and ODCs						$120.00
	TOTAL NOT-TO-EXCEED FEE (CAROLLO ENGINEERS INC.)						**$14,535.86**

EXHIBIT 2 - OVERALL ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Overall Engineering Services Fee **Influent Pump Station and Transfer Pump Rehabilitation Project**		**Carollo Engineers Inc.**	**Wekiva Engineers**	**Total Project Not-to-Exceed Costs**
	TASK DESCRIPTION			
1	Project Management	$ 1,353.36	$ -	$ 1,353.36
2	Design Services	$ 13,062.50	$ 4,350.00	$ 17,412.50
	Travel and ODCs	$ 120.00	$ -	$ 120.00
	Total Project Hours and Labor Costs	$ 14,535.86		$ 18,885.86
	TOTAL NOT-TO-EXCEED COSTS			**$18,885.86**

711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: (321) 972-4989

Wekiva Project Number: 19-194

November 18, 2019

Tonya Sonier, P.E.
Carollo Engineers, P.C.
200 East Robinson Street, Suite 1400
Orlando, FL 32801

Re: Proposal for Structural Engineering Services
Jerry Sellers WRF Influent PS & Headworks Rehabilitation
City of Cocoa, Florida

Dear Ms. Sonier,

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Carollo Engineers (Carollo) for the above referenced project.

SCOPE OF SERVICES

It is our understanding that the City of Cocoa (City) would like to include the rehabilitation of the existing Headworks structure to the scope outlined in our proposal dated May 29, 2019. The design of this project has been completed to 100% level. The following scope items are to be in addition to the May 29, 2019 proposal:

Task 1: Perform Site Visit: Wekiva staff will visit the site to view the condition of the Headworks.

Task 2: Prepare Drawings and Specifications (100%/Bid Submittals): Wekiva staff will prepare additional drawings and specifications for the rehabilitation of the existing Headworks. This rehabilitation will entail a new interior coating system along with some minor exterior coatings on the elevated top slab along with miscellaneous concrete repairs.

Task 3: Bidding Services: Wekiva staff will assist Carollo with services during bidding by answering Contractor's questions and issuing addenda. We will also prepare conformed drawings.

COST AND SCHEDULE

Wekiva proposes to undertake the work described above on a lump sum fixed fee basis at a price of **$4,350**, where the following is a breakdown of fee per task noted above:

• Task 1	$550
• Task 2	$3,450
• Task 3	$350
• **Total**	**$4,350**

TERMS AND CONDITIONS

Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to Carollo and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,

John Sobczak, P.E.
Member

SERVICE

PURCHASE ORDER

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

THIS NO. 74875

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10398
VENDOR FAX NO.: 407-478-4643
VENDOR PH NO.: 407-478-4642

DATE 7/15/2019
DATE REQUIRED 9/30/2019

CAROLLO ENGINEERS, INC.
200 EAST ROBINSON STREET
SUITE 1400
ORLANDO FL 32801

DELIVER TO:

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

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

BUYER/REQ. # F.O.B.
TS 0000038749
N. HERNANDEZ/MA/4055

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	100843.12	SUM	TASK ORDER 2019-09 - JERRY SELLERS WRF INFLUENT PUMP STATION AND TRANSFER PUMP REHABILITATION (PORTIONS OF THE FLOW IMPROVEMENTS PROJECT). PROJECT NO. WS16SF APPROVED BY CITY COUNCIL ON 6-26-19; AGENDA FILE ID 19-288; ITEM V.4. CSA: RFQ-18-10-COC POINT OF CONTACT: LARRY ELLIOTT, P.E., SENIOR VP TIMELINE: THE TIME PERIODS FOR THE PERFORMANCE OF ENGINEER'S SERVICES WILL COMMENCE UPON THE ISSUANCE OF A WRITTEN NOTICE-TO-PROCEED/PURCHASE ORDER AND FOR A THREE-MONTH DESIGN AND PERMITTING DURATION AND TWO-MONTH PERMITTING AND BIDDING DURATION. CONSTRUCTION IS ANTICIPATED TO BE APPROXIMATELY SIX MONTHS AND NOT INCLUDED IN THIS SCOPE OF SERVICES. ****** TASK 1 - PROJECT MANAGEMENT AND QUALITY ASSURANCE/CONTROL TASK 2 - 60% DESIGN TASK 3 - BID SET DESIGN AND BIDDING SERVICES **********SERIES 2018B BOND**********	1.0000	100843.12

*** CONTINUED ***

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

ACCOUNT NUMBER

42641205366300
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

SERVICE

CITY OF COCOA

PURCHASE ORDER

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

THIS NO. 74875

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10398
VENDOR FAX NO.: 407-478-4643
VENDOR PH NO.: 407-478-4642

DATE 7/15/2019
DATE REQUIRED 9/30/2019

CAROLLO ENGINEERS, INC.

DELIVER TO:

City of Cocoa

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

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1			TASK ORDER 2019-09 - JERRY SELLERS WRF INFLUENT		
				TOTAL	100843.12

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

42641205366300
CITY OF COCOA

MAIL INVOICES TO: or E-MAIL INVOICES TO:

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

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.

Legislation Details (With Text)

File #:	19-611	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	11/20/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Approve a Budget Resolution Amending the Fiscal Year 2020 budget using General Fund Contingency, to replenish account 001-1600-513.49-00 Other Charges and Obligations. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2020.pdf BAF 20-017 -GO-Other Charges and Oblig (12-11-19) Agenda 19-911.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 20, 2019
Agenda Date: December 11, 2019
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve a Budget Resolution Amending the Fiscal Year 2020 budget using General Fund Contingency, to replenish account 001-1600-513.49-00 Other Charges and Obligations.

BACKGROUND:

The City recently entered into a settlement agreement with a former employee to settle an employment matter and labor grievance. The payment was made within the City Manager's spending authority from General Fund account for Other Charges and Obligations. This operating account category is used for legal obligation items.

This agenda item is now needed to replenish the account line. The original budget in this account is needed to cover anticipated payments related to general and automobile liability deductibles.

This agenda item is requesting City Council approval to amend the Fiscal Year 2020 budget and approved budget resolution using Contingency in the amount of $47,000, (see attached Budget Amendment Form) moving funds from General Fund Contingency into Other Charges and Obligations.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Budget Amendment Form # 20-

Amount Requested	$47,000
Account Number	001-1600-513.49-00
Account Name	Other Charges & Oblig.
Source of Funds:	$47,000 001-1600-513.39-00 General Fund Contingency

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Budget Resolution Amending the Fiscal Year 2020 budget using General Fund Contingency, to replenish account 001-1600-513.49-00 Other Charges and Obligations.

RESOLUTION NO. 2019-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 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 11th day of December 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=7939907&GUID=BE736D61-0092-4CCB-BA06-FFFFC771DC15* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	19-622	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/25/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Approve entering into a co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $106,739.00, plus a 10% contingency of $10,673.90 for a total of $117,412.90, using Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to reline various sized pipes on Barbara Jenkins Street and approve City Manager authority to approve the related purchase order. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Granite Notice of Award.pdf Granite Proposal.pdf Bid 17-326 Notice of Bid Page.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 25, 2019
Agenda Date: December 11, 2019
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve entering into a co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $106,739.00, plus a 10% contingency of $10,673.90 for a total of $117,412.90, using Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to reline various sized pipes on Barbara Jenkins Street and approve City Manager authority to approve the related purchase order.

BACKGROUND:

The City's drainage system is comprised of inlets, curbs, concrete and metal pipes, as well as open swales and ditches. Due to material interactions and soil conditions, over time metal pipe corrodes to the point that the pipe allows soil to enter the pipe, impeding stormwater flows. This can cause potential flooding and create subsidence issues.

The Cured-In-Place Pipe Lining process is a technique that involves installing a resin liner into the pipe, filling it with hot water that expands the liner and molds it to the inside of the pipe and cures it. This technique allows the pipe to be repaired without excavation for replacement, thus minimizing disruptions to residents and traffic.

STRATEGIC PLAN CONNECTION:

Repairing and lining these stormwater pipes will help eliminate potential flooding and subsidence issues.

BUDGETARY IMPACT:

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

Cured-In-Place Pipe Lining

Amount Requested	$117,412.90
Account Number	001-3570-538.46-00_
Account Name	Repairs and Maintenance

PREVIOUS ACTION:

City Council has approved Cured-In-Place Pipe Lining in previous years.

RECOMMENDED MOTION:

Approve entering into a co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $106,739.00, plus a 10% contingency of $10,673.90 for a total of $117,412.90, using Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to reline various sized pipes on Barbara Jenkins Street and approve City Manager authority to approve the related purchase order.

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

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

SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

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

Date: MARCH 29, 2017

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

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

TOMMY.ROBERTSON@LAYNE.COM
E-MAIL ADDRESS

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

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

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

CIPP Installations

Preliminary Estimate

Bid # 17-326

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

Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: November 7, 2019

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

JOB LOCATION: Barbara Jenkins St (Updated), Cocoa, FL

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

One Hundred Six Thousand Seven Hundred Thirty-Nine dollars and no cents ($106,739.00)

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

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

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Item #1 - Furnish/Install 15" CIPP Lining (7.5mm)	78	LF	$50.00	$3,900.00
Item #2 – 15" CIPP Thickness Variance 1.5mm	78	LF	$0.50	$39.00
Item #3 – Furnish/Install 18" CIPP Lining (9 mm)	459	LF	$60.00	$27,540.00
Item #5 – Furnish/Install 24" CIPP Lining (10.5 mm)	32	LF	$80.00	$2,560.00
Item #7 – Furnish/Install 30" CIPP Lining (12 mm)	337	LF	$100.00	$33,700.00
Item #21 – Mobilization	1	LS	$4,500.00	$4,500.00
Item #22 – Maintenance of Traffic	1	LS	$2,000.00	$2,000.00
Item #23 – Dewatering and Pipe Cleaning	1	LS	$32,500.00	$32,500.00
			TOTAL	$106,739.00

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

Signature _____
Matt Blais. Project Manager

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

Date of Acceptance _____ Authorized Signature _____

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number: 17-326, Cured in Place Pipe (CIPP) Installations

Description: Provide the necessary labor, material, equipment and supervision to rehabilitate storm water pipes throughout Polk County by installation of CIPP.

Receiving Period: Wednesday, March 29, 2017, prior to 2:00 p.m.

Bid Opening: Wednesday, March 29, 2017, 2:00 p.m.

Special Conditions: This is an annual bid therefore, there is no established budget. The services contained within this bid are utilized on an as-needed basis. Prior bid information is available on our website: http://www.polk-county.net/boccsite/departments/budget-and-procurement/bids/multi-year-bids/.

This form is for bid registration only. Please scroll down for additional information.

BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789

Carefully complete this form and e-mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____E-mail:_____

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID ● DO NOT OPEN

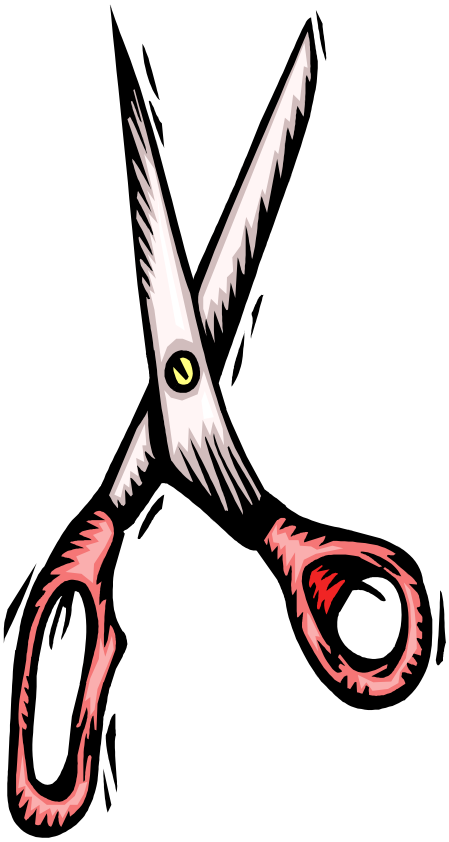
SEALED BID NO.: 17-326

BID TITLE: Cured in Place Pipe (CIPP) Installations

DUE DATE/TIME: Wednesday, March 29, 2017 prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PROCUREMENT DIVISION
330 West Church Street, Room 150
Bartow, Florida 33830



POLK COUNTY

Procurement Division
Fran McAskill
Procurement Director

Bid #17-326
CURED IN PLACE PIPE (CIPP) INSTALLATIONS

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing Cured in Place Pipe (CIPP) Installations as described herein. Sealed bids will be received in the Procurement Division, **prior to 2:00p.m, March 29, 2017.** Bids will be opened at 2:00p.m., March 29, 2017.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid number. Submit all questions to **Ken Brush, Procurement Specialist,** via email at kenbrush@polk-county.net or via fax at (863) 534-6789 by 4:00 p.m., Wednesday, March 22, 2017.

Bids may be mailed, express mailed or hand delivered to:

Procurement Division
330 W Church St, Rm 150
Bartow, Florida 33830
(863) 534-6757
STATEMENT OF NO BID

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

( ) Insufficient time to respond
( ) Do not offer this product
( ) Specifications unclear
( ) Specifications too restrictive
( ) Unable to meet specifications
( ) Unable to meet bond/insurance requirements
( ) Schedule would not permit us to perform
( ) other (please specify below)

Company Name:_____ Date:_____

Telephone Number:_____ Signature:_____

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BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00 P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.

2. **NO BID:** Bidders not interested in submitting a bid should return a "no bid," with an indication of the reason for no bid and the interest in future bid solicitations.

3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**

   NOTE: In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County's website at http://www.polk-county.net/boccsite/departments/budget-and-procurement/bids/bid-status/ . The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

   Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County's intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than12 months after the notice of rejection of all bids.

4. **COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.

5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.

6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.

8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The vendor shall include the bid number and/or the purchase order number on all invoices. The vendor's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee.

9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.

10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or their designee. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.

12. **LIABILITY:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

14. **CONE OF SILENCE:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.

15. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

    A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at http://www.polk-county.net/boccsite/departments/budget-and-procurement/bids/bid-status/.

    FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

16. **INDEMNIFICATION:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

17. **PUBLIC ENTITY:** 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 construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.

18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.

19. **CODE OF ETHICS**: If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

20. **SEALED BIDS**: All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND ONE (1) COPY OF ORIGINAL.)** The **Original** bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "County" means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2. **AWARD(S):** The award of this bid shall be based on low bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

   - Vendor's evaluation – quality of performance on previous projects.
   - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
   - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
   - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
   - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
   - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.

- The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service, as required or needed.
- The number and scope of conditions attached to the bid.

3. **LOCAL PREFERENCE:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed $3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

4. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned businesses in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed $3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term “Women or Minority Owned Entity” means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

5. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.

6. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Procurement Director.

7. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.

8. **FACILITIES:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.

9. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.

10. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.

11. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.

12. **TERMINATION/SUSPENSION:** The County may terminate this Bid at any time, in whole or in part, either for the County's convenience or because of the Bidder's material default of its Bid obligations, by delivering a written notice of termination to the Bidder. Upon receipt of such notice, the Bidder shall:

    - Immediately discontinue all work unless the County's notice directs otherwise, and

    - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Bidder may have accumulated or generated in the course of performing the work of the Bid.

    If at any time the User Division determines that the Bidder is in material default of its Bid obligations, then the User Division shall complete and deliver a Vendor Complaint Form to the Bidder that specifically states the basis for the Bidder's default. Within ten (10) days after its receipt of the Vendor Complaint Form, the Bidder shall correct all events of default. If, however, the Bidder's material default is such that it cannot be reasonably cured within the ten (10) day time period, then the County will not terminate the Bid for such default if the Bidder commences the necessary curative actions within ten (10) days after its receipt of the Vendor Complaint Form and thereafter diligently pursues the cure to completion.

If the Bidder's default continues beyond the allotted cure period, the Procurement Director: (i) may terminate the Bid, and (ii) may also suspend the Bidder in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual.

13. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.

14. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.

15. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on are hereby made a part of the purchase order by reference thereto.

16. **PERFORMANCE AND PAYMENT BOND:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

17. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

    Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to

help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at **http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify** which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov/e-verify** or contact USCIS at **1-888-464-4218.**

18. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

19. **PRICE INCREASES:** The Procurement Director Reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.

20. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** When events occur that are not of the Contractor or County's doing, neither the Contractor nor the County will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations and which is beyond the reasonable control of the non-performing party. The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied the event prior to its occurrence.

The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

21. In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

22. The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this bid will be assigned during the term of this bid. Further, the successful vendor is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other vendors or County staff.

23. **ATTORNEY'S FEES AND COSTS**: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

24. **PUBLIC RECORD LAWS**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public

Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

ATTENTION BIDDERS

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this bid. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

http://www.polk-county.net/boccsite/Doing-Business/Vendor-Registration/

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

SPECIAL CONDITIONS

1. Award will be made based on the three (3) lowest, responsive, responsible bids meeting specifications. All bid items that are part of the basis of award should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. Bidders must bid on all 20 items for the bid to be considered responsive. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.

2. **PERFORMANCE OF WORK:** The CIPP work required under this bid shall be performed by the entity submitting the bid. Should the bidder propose to use a Subcontractor for work other than CIPP, the Subcontractor must meet all of the requirements as set forth in these bid documents. All submittals required of the prime bidder shall also be required from the Subcontractor. Any work performed by Subcontractor(s) must meet all specified deadlines. The bidder will be directly responsible for any work subcontracted.

3. The period of performance for this bid is from the date of award through February 28, 2018. The bid will automatically renew for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #12 and #13.

4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information Item # 19.

5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at http://www.polk-county.net/boccsite/doing-business/bids/. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

6. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.

7. The services provided under this bid are to be utilized on an as-needed basis; therefore there is not an estimated budget.

8. Any additions, deletions, or modifications similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted an amendment to the Bid award will be issued to the successful Bidder.

Qualifications

1. **Bidder Qualifications**: Bidders must submit a list of five (5) CIPP installation projects successfully completed within the last five (5) years. Three of the five listed projects shall include pipe diameters of 36" or larger. The list shall include the names of the projects, names of the owners, names of the Project Managers for the owners, phone numbers for the Project Managers, and the dollar amounts of the contracts. The list should be submitted with the bid, or must be submitted within three (3) business days upon request and prior to the recommendation of award.

2. **Equipment Requirements**: Bidders are required to own a minimum list of equipment deemed critical to performing the work required under this bid. The list should be submitted with the bid, or must be submitted within three (3) business days upon request and prior to the recommendation of award. The information required of each piece of equipment is make, model year, short description of equipment, and VIN number. The equipment required under this bid is as follows:

    a. Boiler Truck (hot water or steam)
    b. CCTV truck for televising lines
    c. Jet / Vac Truck for cleaning lines
    d. Refrigeration truck for delivering CIPP bags to job site.

Technical Specifications

1. General

1.1. These specifications include the minimum requirements for the rehabilitation of storm sewer pipelines by the installation of Cured-In-Place Pipe (CIPP) within the existing deteriorated pipe at various, multiple locations throughout Polk County.

1.2. The rehabilitation of pipelines shall be done by the installation of a resin-impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, joint-less and water-tight new pipe within a pipe. The Vendor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Vendor.

1.3. The Vendor shall clean up, restore existing surface conditions, and repair any of the CIPP system determined to be defective. The Vendor shall conduct installation operations and schedule clean up in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.

1.4. The prices submitted by the Vendor shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and installing, complete in place, of CIPP in accordance with these specifications.

1.5. Description of Work and Product Delivery

1.5.1. These specifications cover all work necessary to furnish and install the CIPP. The Vendor shall provide all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of storm water flows, cleaning and television inspection of pipes to be lined, liner installation, all quality control, provide samples for performance of required material tests, final television inspection, testing of lined pipe system, and warranty work, all as specified herein.

1.5.2. The CIPP shall be continuous and joint-less from manhole to manhole or access point to access point and shall be free of all defects that will affect the long term life and operation of the pipe.

1.5.3. The CIPP shall fit sufficiently tight within the existing pipe so as to not leak at the manholes or though the wall of the installed pipe. If leakage occurs at the manholes the Vendor shall seal these areas to stop all leakage using a material compatible with the CIPP. If leakage occurs through the wall of the pipe the liner shall be repaired or removed as recommended by the CIPP manufacturer. Final approval of the liner installation will be based on a leak tight pipe.

1.5.4. The CIPP shall be designed for a life of 50 years or greater.

1.5.5. The CIPP may be designed to resist external groundwater pressures only or as a fully structural stand-alone pipe-within-a-pipe. The installed CIPP shall withstand all applicable surcharge loads (soil overburden, live loads, etc.)

and external hydrostatic (groundwater) pressure, if present, for each specific installation location.

1.5.6. All materials furnished as part of this contract shall be marked with detailed product information, stored in a manner specified by the manufacturer, and tested to the requirement of this contract.

1.5.7. Testing and warranty inspections shall be executed by the Owner. Any defects found shall be repaired or replaced by the Vendor.

1.5.8. The Vendor shall furnish all samples for product testing at the request of the Owner. The Owner shall take possession of the samples for testing and shall maintain the chain of custody, deliver the samples to an approved laboratory and pay for all material and product testing performed under this contract.

1.6. References

1.6.1. The following documents form a part of the specification to the extent stated herein and shall be the latest editions hereof. Where differences exist between codes and standards, the requirements of these specifications shall apply. All references to codes and standards shall be to the latest revised version.

ASTM – F1216	ASTM – F2019-03
ASTM – F1743	ASTM – D2122-98(2004)
ASTM – D543	ASTM – F2561 – 06
ASTM – D638	ASTM – D2990
ASTM – D790	ASTM – D3567-97(2002)
ASTM – D792	ASTM – D3681
ASTM – D5813	

1.7. CIPP Repair/Replacement

1.7.1. Occasionally installations will result in the need to repair or replace a defective CIPP. If requested by the County Project Manager, the Vendor shall outline specific repair or replacement procedures for identified defects that have occurred in the installed CIPP. The repair/replacement procedures shall be as recommended by the CIPP system manufacturer.

1.7.2. Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.

1.7.3. Repairable defects that may occur in the installed CIPP shall be specifically defined by the Vendor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.

1.7.4. Unrepairable defects that may occur to the CIPP shall be clearly defined by the Vendor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

2. Products

2.1. Materials

2.2. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations shall be approved by the Owner. All damaged materials shall be promptly removed and from the project site at the Vendor's expense and disposed of in accordance with all current applicable agency regulations.

2.3. Fabric Tube

2.3.1. The fabric tube consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F 1216, ASTM F 1743, ASTM D 5813 & ASTM F2019. The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections.

2.3.2. The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

2.3.3. The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Vendor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Vendor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Vendor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.

2.3.4. The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.

2.3.5. No material shall be included in the fabric tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.

2.3.6. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be

dark enough to distinguish a contrast between the fully saturated felt fabric and dry or resin lean areas.

2.3.7. Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

2.3.8. The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

2.4. Resins

2.4.1. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019. The resin shall produce CIPP which will comply with or exceed the structural requirements of this specification.

2.4.2. The resin to tube ratio, by volume, shall be furnished as recommended by the manufacturer.

2.5. Structural Requirements

2.5.1. The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Vendor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein.

2.5.2. The CIPP shall be designed as per ASTM F1216 Appendixes. The CIPP design shall assume no bonding to the original pipe wall.

2.5.3. The design engineer shall set the long term (50 year extrapolated) Creep retention Factor at 50% of the initial design flexural modulus as determined by ASTM D-790 test method. This value shall be used unless the Vendor submits long term test data (ASTM D2990) to substantiate a higher retention factor.

2.5.4. The CIPP material shall, at a minimum, meet or exceed the structural properties that are listed below.

2.6. Minimum Physical Properties

Property	Test Method	Cured Composite per ASTM F1216	Cured Composite per Design
Flexural Modulus of Elasticity	ASTM D-790	250,000 psi	Vendor value
Flexural Strength	ASTM D-790	4,500 psi	Vendor value

2.6.1. The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer and in accordance with the Design Equations

contained in the appendix of the ASTM standards, and the following parameters:

Design Safety Factor	2.0 (1.5 for pipes 36” or larger)
Creep Retention Factor	50%
Ovality	2% or as measured by field inspection
Constrained Soil Modulus	Per AASHTO LRFD Section 12 and AWWA Manual M45
Groundwater Depth	as determined by field investigation
Soil Depth (above the crown)	as determined by field investigation
Live Load	Highway, railroad, or airport as applicable
Soil Load (assumed)	120 lb/cu ft
Minimum Service Life	50 years

2.6.2. The Vendor shall submit, prior to installation of lining materials, certification of compliance with these specifications. Certified material test results shall be included that confirm that all materials conform to these specifications. Materials not complying with these requirements will be rejected.

2.6.3. The design soil modulus may be adjusted based on data determined from detailed project soil testing results.

3. Installation

3.1. Construction Requirements

3.1.1. The Vendor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions that will affect the installation and the final CIPP product shall be removed and disposed of.

3.1.2. The CIPP liner shall be constructed of materials and methods that, when installed, shall provide a joint-less and continuous structurally sound CIPP able to withstand all imposed static and dynamic loads on a long term basis.

3.1.3. Cleaning of Pipelines – The Vendor shall remove all internal debris from the pipeline that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Vendor. Moving material from manhole section to manhole section shall not be allowed.

3.1.4. Bypass pumping of existing base flows and stormwater flows: The Vendor shall provide for the flow of existing base flows and stormwater flows around the section or sections of pipe designated for CIPP installation.

3.2. Installation of Liner

3.2.1. The CIPP liner shall be installed and cured in the host pipe per the manufacturer’s specifications.

3.2.2. CIPP installation shall be in accordance with the applicable ASTM standards.

3.2.3. The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

3.2.4. Prior to installation and as recommended by the manufacturer remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during the cure of the liner.

3.2.5. To monitor the temperature of the liner wall and to verify correct curing, temperature sensors can be placed between the host pipe and the liner in the bottom of the host pipe (invert) throughout its length to monitor the temperature on the outside of the liner during the curing process. The temperature sensors can be placed at intervals as recommended by the sensor manufacturer.

3.2.6. Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles if applicable. The manufacturer's recommended cure method and schedule shall be used for each line segment installed.

3.2.7. For heat cured liners, if any temperature sensor or multiple sensors do not reach the temperature as specified by the manufacturer to achieve proper curing or cooling, the installer can make necessary adjustments to comply with the manufacturer's recommendations. The system computer should have an output report that specifically identifies each installed sensor station in the length of pipe, indicates the maximum temperature achieved and sustained temperature time. Each sensor should record both the maximum temperature and the minimum cool down temperature and comply with the manufacturer's recommendations.

For UV Cured liners, all light train sensor readings, recorded by the tamper proof computer, shall provide output documenting the cure along the entire length of the installed liner. The cure procedure shall be in accordance with the manufacturer's recommendation.

3.3. Cool Down

3.3.1. The Vendor shall cool the CIPP in accordance with the CIPP manufacturer's recommendations.

3.3.2. Temperatures and cooling data shall be monitored and recorded by the Vendor throughout the installation process to ensure that each phase of the process is achieved in accordance with the CIPP system manufacturer's recommendations.

3.4. Finish

3.4.1. The installed CIPP shall be continuous over the entire length of the pipe section and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The CIPP shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe.

3.4.2. Any defect which will or could affect the structural integrity or strength of the linings shall be repaired at the Vendor's expense.

3.4.3. The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.

3.4.4. If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacturer of the CIPP system.

3.5. Manhole Connections

3.5.1. A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole/wall interface in accordance with the CIPP system manufacturer's recommendations.

3.6. Final Acceptance

3.6.1. The Vendor shall perform a detailed closed circuit television inspection in accordance with ASTM standards after installation of the CIPP liner. A radial view (pan and tilt) TV camera shall be used. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects. Unedited digital documentation of the inspection shall be provided to the Owner. The data shall note the inspection date and shall note any minor defects in the liner such as gouges, cracks, bulges or bumps. Immediately prior to conducting the closed circuit television inspection, the Vendor shall thoroughly clean the newly installed liner removing all debris and build-up that may have accumulated.

3.6.2. Bypass pumping or plugging from the upstream manhole shall be utilized to minimize storm water from entering the line during the inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.

3.7. Method of Measurement

3.7.1. Furnish and Install CIPP Lining: the quantity of CIPP liner to be paid for will be the length, per foot, of CIPP liner installed and accepted, measured along the centerline of the pipe, from end to end.

3.8. Basis of Payment

3.8.1. Furnish and Install CIPP Lining: price and payment for CIPP liner will be full compensation for furnishing and installing the CIPP liner in accordance with the requirements of these Technical Specifications. Includes pre and post video inspections and submittal of DVD's and written report. Includes

sealing of ends of CIPP liner to manhole/inlet wall, endwall, mitered end section, etc.

3.8.2. Mobilization: In addition to the description provided in Section 101 of the FDOT Specifications, includes cost of utility connection fee and water usage fee, locating and securing a laydown area, restoration of laydown area, restoration of County right-of-way / easement area, Professional Engineering services to provide CIPP wall thickness calculations.

3.8.3. Maintenance of Traffic: as described in Section 102 of the FDOT Specifications.

3.8.4. Dewatering and Pipe Cleaning: price and payment for Dewatering and Pipe Cleaning will be full compensation for dewatering and cleaning of host pipe prior to installation of CIPP liner. Includes cost of disposal of silt and debris removed from the host pipe, maintaining storm water flow around section of pipe being lined including plugs and pumps.

Supplemental Conditions

1. The Vendor shall provide all services to properly complete the work described in the Bid Documents, including but not limited to all labor, materials, supervision, equipment, tools, transportation and supplies. The Vendor is required to have a qualified superintendent on the job site at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site. If the County Project Manager determines that a job site is not being adequately supervised, a deficiency letter will be issued to the Vendor which may affect the Vendor's performance rating and ability to bid on future County work.
2. Except as amended in the Bid Documents, all work shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction; the FDOT Roadway and Traffic Design Standards; and the Manual of Uniform Traffic Control Devices, current editions.
3. **Work Hours:** the regular working hours for Polk County are Monday – Friday, 7:00 AM to 5:30 PM. Permission to work outside of the regular work hours must be requested a minimum of 2 working days in advance from the County Roads & Drainage Division. Permission to work on County holidays must be requested a minimum of 2 working days in advance from the County Roads & Drainage Division.
4. **Project Quotes and Work Orders:**
    a. This annual bid is for rehabilitation of storm water pipelines by CIPP lining for multiple project work orders at various locations throughout Polk County according to the requirements of the Bid Documents. The project work order locations may be anywhere within Polk County.
    b. The County Project Manager will perform a preliminary estimate for each project using the unit prices from the three low bids and provide the preliminary estimate to the three Vendors. The preliminary estimate will identify any out-of-scope work that is required on the project. The three Vendors will finalize the estimate with site specific costs that do not have established unit prices. These site specific costs are: (1) Maintenance of Traffic, (2) Mobilization, and (3) Dewatering and Pipe Cleaning. The Vendors will also include pricing for any listed out-of-scope work in their final estimates. The Vendors final estimates will be provided to the County within the timeframe identified by the County Project Manager. When the low final estimate is determined, a work order will be issued and notice to proceed given to the Vendor. The Vendor will supply a proposed start construction date and construction schedule within seven calendar days of receipt of notice to proceed. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the County.
    c. The approved quote amount on any individual work order shall be the maximum compensation payable to the Vendor for that work order. The work order price may only be changed for altered quantities authorized by the County Project Manager. If the Vendor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the

County Project Manager in writing within three (3) working days of the occurrence of the event giving rise to the claim.

5. Project Schedules:

a. Installation of CIPP shall be initiated, executed, and completed no later than 60 calendar days after Notice to Proceed is issued by the County.

b. For certain projects the County Project Manager will require that the three Vendors submit with their bids the following information: (a) start construction date; (b) estimate of construction duration. If it is determined to be in the best interests of the County, a project may be awarded based on the construction schedule information supplied by the Vendor.

6. Out of Scope Work: when preparing a preliminary estimate, if it is known or reasonably anticipated that there are necessary items of construction that are not included on the price sheets of the bid or, during the course of executing a work order, the County Project Manager determines that there are necessary items of construction that are not included on the price sheets of the bid, then the County Project Manager will request a cost proposal from the Vendor(s) for the "out of scope" work. The County shall not be obligated for payment over the amount identified in the proposal. The "out of scope" services shall not be greater than fifteen-percent (15%) of the "in-scope" services.

7. Testing and Inspections:

a. The Vendor is responsible for all required testing on the project except when the Bid Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Vendor. For these inspections and testing, the Vendor shall give the County 48-hours' notice to prepare for the required inspections or testing.

b. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Vendor will furnish the County Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Bid Documents.

c. Material or Work in place that fail to pass acceptability tests shall be removed and reconstructed according to the bid requirements at the Vendor's expense.

d. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. The County representative shall have the authority to test and reject any materials and suspend the subject work at any time.

8. **Definitions:** the definitions as stated in Section 1-3 of the FDOT Specifications are modified as follows:

a. The Department or FDOT: reference is to the County as the owner of the project.

b. Inspector: The person designated as an agent or representative of the County to perform construction inspection.

c. The Engineer: This term has the same meaning as "Polk County Project Manager".

d. State Road: any public roadway

e. The Department's Acceptance Tests: tests adopted by the County.

f. The District and/or Central Labs: The Vendor's testing subcontractor, as authorized by the County.

9. Emergencies: In the event of an emergency, the Vendor shall immediately notify the Polk County Project Manager.

10. Suspension or Stopping Work by the Vendor**:** The Vendor shall not stop work on any project work order without the written approval of the Polk County Project Manager.

11. Contamination: Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Vendor to stop the leak. The Vendor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

12. Work Area Clean Up Requirements

a. During the progress of the Work, the Vendor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.

b. Following completion of the Work, Vendor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Vendor shall leave the site clean and ready for occupancy by the County at final completion of the Work.

13. **Work Stoppage:** From time to time, it may be necessary for the Vendor to stop a portion of the work or all work to accommodate a civic function. If the Vendor will be required to stop work, the Construction Project Manager shall notify the Vendor a minimum of five (5) Working Days before any requested work stoppage. Following the resumption of work, the Vendor and the Construction Project Manager shall agree to and document the number of additional Days to be added to the project completion time to accommodate the requested work stoppage.

14. Warranty: The vendor shall warrant against all defects in material and workmanship for a period of two years after acceptance of the Work by the County.

15. Invoice Payments:

a. By signing and submitting an invoice the Vendor certifies that all work and/or materials have been completed in accordance with the Bid Documents.

b. Invoices shall be based on actual quantities used and shall be submitted within seven (7) working days after job completion.

BID SHEET

The bid sheets for this solicitation are available in Excel format on the County's "Notice of Bids" page (http://www.polk-county.net/boccsite/Doing-Business/Bids/). All Bid Sheets are to be submitted on a cd with your Bid Package along with the hard copy. The CD must be labeled with the company name and Bid number.

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked and you need only enter the unit cost. The Bid Sheet will automatically calculate the extensions. Therefore, you must enter the Unit Cost per the Unit Packaging as requested on the Bid Sheets.

SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

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

Date: _____

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

VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
MAILING ADDRESS	NAME (TYPED OR PRINTED)
CITY, STATE AND ZIP CODE	TITLE (TYPED OR PRINTED)
(AREA CODE) TELEPHONE NUMBER	TOLL FREE NUMBER

E-MAIL ADDRESS

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

THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL BIDDERS:

(SUBMITTAL PAGE)

Company Name:_____

DBA/Fictitious Name (if applicable):_____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 SHOULD BE SUBMITTED WITH BID.

TIN #:_____

_____

(Street No or PO Box Number) (Street Name) (City)

_____

(County) (State) (Zip Code)

Contact Person:_____

Phone Number:_____

Cell Phone Number:_____

Email Address:_____

Type of Organization:

_____ Sole Proprietorship _____ Partnership _____ Non-Profit _____ Sub-Chapter

_____Joint Venture _____ Corporation _____ LLC _____ LLP

_____ Publicly Traded _____ Employee Owned

State of Incorporation_____

The Successful vendor must complete and submit this section prior to award. The Successful vendor must invoice using the company name listed above.

DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)

State of_____)

County of_____)

_____, being first duly sworn, deposes and says that:

1. He/she is _____ of _____, the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed:_____

Title:_____

Subscribed and sworn to before me this _____ day of _____, 20_____

_____

_____
(Title)

My Commission Expires:_____

INSURANCE REQUIREMENTS

The successful vendor shall purchase and maintain in force General Liability policies of insurance during the contract period. Where the County is required to be listed on a policy, the County shall be referred to and listed as: Polk County, a political subdivision of the State of Florida.

Commercial General Liability Insurance, including County and Contractor Protective, Contractual, Products and Completed Operations Liability coverage on an occurrence Broad form policy. The deductible may not exceed $25,000 unless a vendor obtains express written agreement from the County regarding a higher deductible. XCU Property Damage exclusion must be removed from the policy.

Each Occurrence:	$1,000,000
Completed Operation	$1,000,000
Pollution Liability	$1,000,000

Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death, property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

The Commercial General Liability Worker's Compensation Liability and Comprehensive Automobile Liability policy must name the County as an additional insured on the policy as to both ongoing and completed operations. The policy must also include a waiver of subrogation in favor of the County.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in the State of Florida Yes
Employer's Liability $1,000,000
All States Endorsement Statutory
Voluntary Compensation Statutory

All insurance policies must be provided through Insurance Companies admitted in the State of Florida. All insurance policies must be issued by Insurance Companies that have an A.M. Best rating of A VIII or better.

Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida
330 W Church St, Room 150
Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Contractor shall supply to the County copies of the endorsements to verify these requirements.

The Contractor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Contractor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

INSURANCE
(SUBMITTAL PAGE)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid # 17-326.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- Polk County will be named as an additional insured for general and automobile liability
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of Polk County

_____
Company Name

_____
Bidder (signature)

SAFETY REQUIREMENTS/REGULATIONS

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site.

1.4 The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this _____ day of _____, 20_____

Name of Firm_____

By_____

_____

Title of Person Signing (SEAL)

SWORN TO AND SUBSCRIBED BEFORE ME

This _____ day of _____, 20 _____

Notary Public:_____

My Commission Expires:_____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 17-326 PROJECT NAME: Cured in Place Pipe (CIPP) Installations

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

_____

Signature Title Date

STATE OF: _____
COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this ____day of _____, 20___, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

Legislation Details (With Text)

File #:	19-623	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	11/25/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Approve the donation of four ballistic canine vests by Streamlight, Inc. to the City of Cocoa for use at the Cocoa Police Department. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 25, 2019
Agenda Date: December 11, 2019
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Patrick Dovale, Acting Chief of Police
Requested Action:
Council approve the donation of four ballistic canine vests by Streamlight, Inc. to the City of Cocoa for use at the Cocoa Police Department.

BACKGROUND:

Streamlight, Inc. would like to donate four level II vests to the Cocoa Police Department. We would then use these in our canine unit for the police canines. This donated equipment would be the property of the City of Cocoa and would be documented in accordance with the financial policies of the City and result in a savings to the city. These vests are valued at $1500 - $2000 each.

STRATEGIC PLAN CONNECTION:

Public Safety/Crime.

BUDGETARY IMPACT:

The estimated value of the donated equipment is $8,000.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council approve the donation of four ballistic canine vests by Streamlight, Inc. to the City of Cocoa for use at the Cocoa Police Department.

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Legislation Details (With Text)

File #:	19-599	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/18/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Ordinance No. 14-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 14-2019 Rezoning (Batch 1).pdf Exhbit A - Cox Rd Rezone Map (Batch 1).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2019
Agenda Date: December 11, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 14-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of twenty (20) parcels of land totaling approximately 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A. The City intends to amend the Zoning Map designation of a total of 38 parcels in the Cox Road corridor that have not yet been assigned a City zoning district since their annexation into the City. Separate staff reports have been prepared for parcels 21 through 38. Parcel numbers correspond to the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A. The City is requesting to apply a City of Cocoa zoning district for each of the subject parcels that is consistent with their respective FLU designations and existing land uses.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land Use designation but without a City of Cocoa Zoning District designation. The study was undertaken as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 14-2019. These twenty parcels contain existing industrial uses and vacant land.

Zoning Amendment Parcels

Legal Ad Map #	***Tax ID #***	***Parcel #***	***Acres***	***Parcel Address***	**Owners**	**Current Use**
1	2407156	24-35-23-00-761	0.5	4130 PINE TREE PL	DOUBLE R EAGLE LLC	Industrial
2	2407169	24-35-23-00-774	0.5	4120 PINE TREE PL	ICY INVEST LLC	Industrial
3	2407160	24-35-23-00-765	0.5	4110 PINE TREE PL	GAMBAO-ZUHLKE, CLAIRE A	Industrial
4	2407157	24-35-23-00-762	0.5	4100 PINE TREE PL	PARKER, YVONNE C	Industrial
5	2407161	24-35-23-00-766	0.5	4135 PINE TREE PL	DIAMONDBACK MANUFACTURING INC	Industrial

6	2407163	24-35-23-00-768	0.5	4135 PINE TREE PL	ANDRYSLAK, MICHAEL & MILLIKEN, SUSAN	Industrial
7	2407158	24-35-23-00-763	0.5	4115 PINE TREE PL	WARREN, JERRAD & NICHOLE	Auto-Body
8	2407159	24-35-23-00-764	0.5	4105 PINE TREE PL	DITTMER AIR CONDITIONING & HEATING SERVICES INC	Industrial
9	2444601	24-35-26-00-16	5.12	1060 COX RD	DIAMONDBACK MANUFACTURING INC	Industrial
10	2407972	24-35-26-00-7	10	890 COX RD	JOALCO INC	Industrial
11	2462063	24-35-26-00-20	4.24	(Not Assigned)	HATHCOCK, MICHAEL M; HATHCOCK, MARY DELYS; ELLINGTON, DOROTHY W TRUST; & ELLINGTON, DOROTHY W TRUST	Vacant Land
12	2462064	24-35-26-00-21	0.86	(Not Assigned)	JOALCO INC; ELLINGTON, J MITCHELL TRUST & ELLINGTON, DOROTHY W TRUST	Vacant Land
13	2407973	24-35-26-00-8	4.24	900 COX RD	PAULK PROPERTIES LLC; ELLINGTON, J MITCHELL TRUST & ELLINGTON, DOROTHY W TRUST	Industrial
14	2407974	24-35-26-00-10	69.41	(Not Assigned)	Florida Power & Light Co	Electric utility transmission facility
15	2457879	24-35-26-00-18	5	690 COX RD	Cox Rd Properties LLC	Industrial
16	2407975	24-35-26-00-12	5.68	(Not Assigned)	CLARK, WAYNE W	Vacant Land
17	2407976	24-35-26-00-13	1.9	700 COX RD	CLARK, WAYNE W	Manufacturing

18	2444270	24-35-26-00-778	1.22	4040 RIGHT ST	Dombroski, Dan	Vacant Land
19	2408019	24-35-26-00-750	4.81	600 COX RD	A Better Warehouse & Storage LLC	Warehousing
20	2408045	24-35-26-00-770	2.18	580 COX RD	SAWYER, DAVID; SAWYER, STEVE & MC QUAIG, JAMES	Industrial

Future Land Use Designation: Current: Industrial

Zoning District: Current: Brevard County IU (Light Industrial)

Proposed: City of Cocoa M-1

(Light Industrial and Warehouse District)

Existing Land Use: Industrial uses and vacant land

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Industrial	M-1 (City)	Industrial uses and vacant land
South	Industrial	M-1 (City); IU (County)	Industrial uses and vacant land
East	Very Low Density Residential and Medium Density Residential (City); RES 15 (County)	RU-2-15 and RA (City); AU, RU-2-10 (4), GU, EU-2, RU-1-11, and AGR (County)	Single Family Residential, Agricultural and vacant land
West	Regional Activity Center and Industrial	UMD and M-2 (City)	Industrial uses and vacant land

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

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

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

Staff Finding: The land use pattern along the west side of Cox Road consists of light

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industrial and manufacturing businesses, which were developed prior to the properties' annexation into the City. The City's M-1 zoning district was chosen for these parcels as being the City district most closely associated with the existing land uses of these parcels.

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

Staff Finding: The proposed M-1 zoning district will not create an isolated district. Instead, it will continue the application of the existing M-1 district already applied to all the parcels on the west side of Cox Road from SR524 south to the northernmost parcel of the study area.

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

Staff Finding: Rezoning the subject parcels will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed M-1 zoning.

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

Staff Finding: The existing boundaries are logically drawn in relation to the existing uses in the area and the natural boundary of Cox Road; however that district is not a City zoning district. It is illogical to continue to allow properties within the City with a City FLU to remain without a City zoning district.

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

Staff Finding: The FLUM designation for the subject properties is "Industrial" which allows the proposed M-1 zoning district designation.

> **Policy 1.1.2.10: Industrial (IND).** Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals.

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

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to these parcels that is consistent with the City of Cocoa's Comprehensive Plan and the existing industrial land uses.

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

Staff Finding: As the parcels already have an industrial zoning designation under the County

and an Industrial Future Land Use designation, and as there is already a mix of residential, commercial, and light industrial uses in the area, the proposed rezoning would not adversely influence living conditions in the immediate area. The M-1 zoning district permits light industrial uses, such as processing and assembly, television dish receivers and antennae, electronic communication/transmission facilities and exchanges, and adult entertainment establishments, which are similar to those uses already allowed under the Brevard County I-U zoning. Through the site plan review process, landscaping/buffer requirements would minimize potential effects in the immediate area, particularly the residential uses to the east.

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

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety as the uses allowed under the present County IU zoning are very similar to those allowed under the City M-1 zoning.

i. The proposed change will create a drainage problem.

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

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

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) from those provided under the present Brevard County zoning designation, although the front setback under the County is twice that required under the City zoning. A comparison of the setbacks required by Brevard County IU vs. City of Cocoa M-1 follows.

	Brevard County IU zoning	City of Cocoa M-1 zoning
Front setback	40 ft.	20 ft.
Side interior setback	15 ft.	None
Rear setback	25 ft.	20 ft. (15 ft. when abutting an alley)

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

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the uses allowed for the subject properties.

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

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property for the reasons stated above, including that the proposed changes should not adversely impact property values or adversely influence living conditions in the neighborhood. In addition, development of the subject properties will be enhanced by the application of a City of Cocoa zoning designation that is consistent with

the existing Future Land Use designation. This will allow future development of properties within the corridor to move forward without the need to rezone each parcel independently as development occurs.

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

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

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

Staff Finding: The properties all retain the former Brevard County zoning designations from the time of their annexation into the City of Cocoa and many of the present uses are ones that have continued from that time.

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

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for light manufacturing and industrial uses in close proximity to SR520 and Interstate 95.

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

Staff Finding: The western side of Cox Road has been an area of light industrial and manufacturing uses prior to its annexation into the City. The proposed rezoning is a continuation of that existing use.

Consistency with Comprehensive Plan Policies and Objectives

The proposed M-1 zoning designation is consistent with the allowable uses under the “Industrial” Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

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

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a

final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

City Council passed this item on 1st Reading at its regular meeting on November 13, 2019.

RECOMMENDED MOTION:

Ordinance No. 14-2019/ 2nd Reading: Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A.

ORDINANCE NO. 14-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

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

a change of classification from Brevard County I-U (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

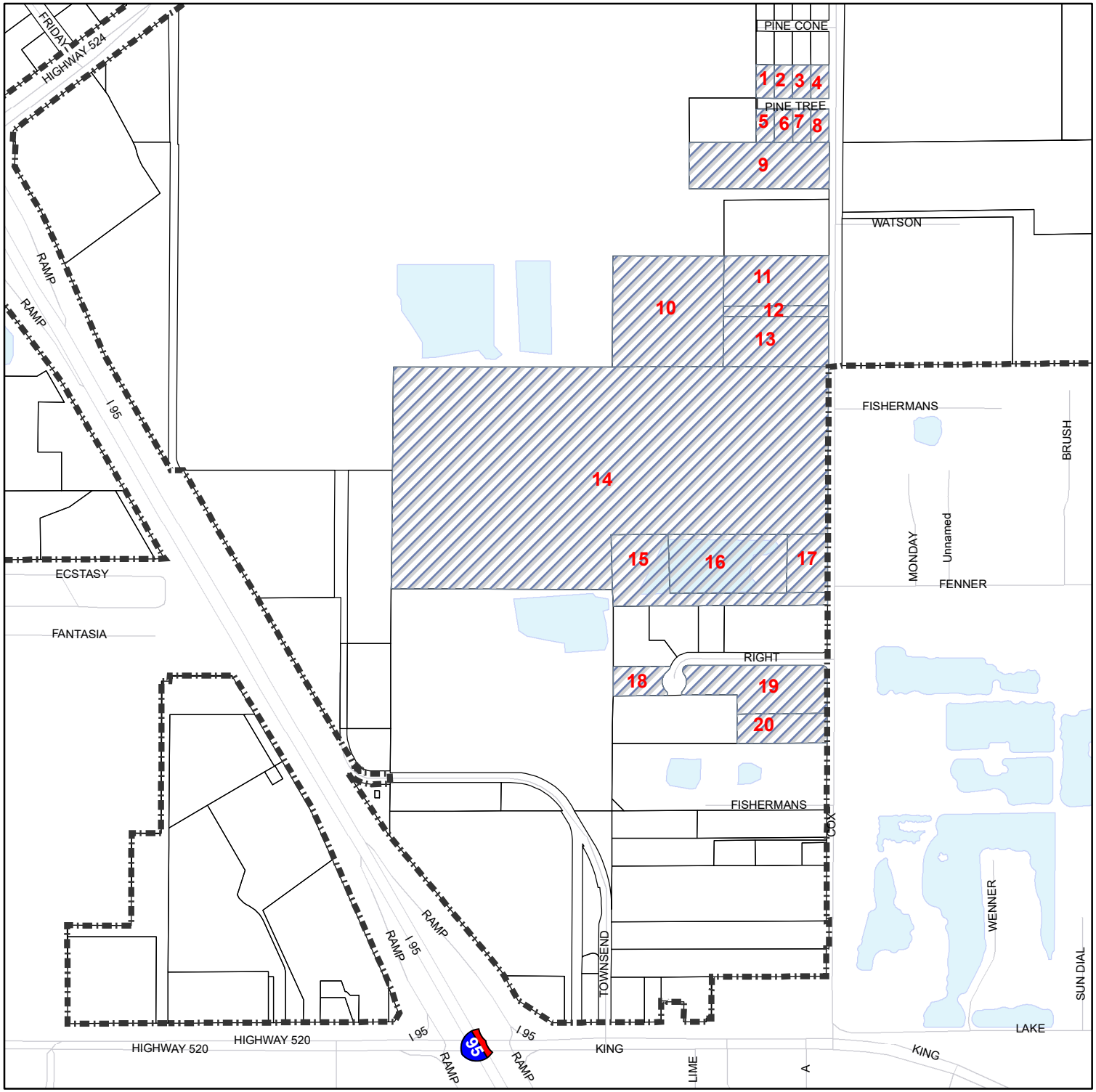
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Areas



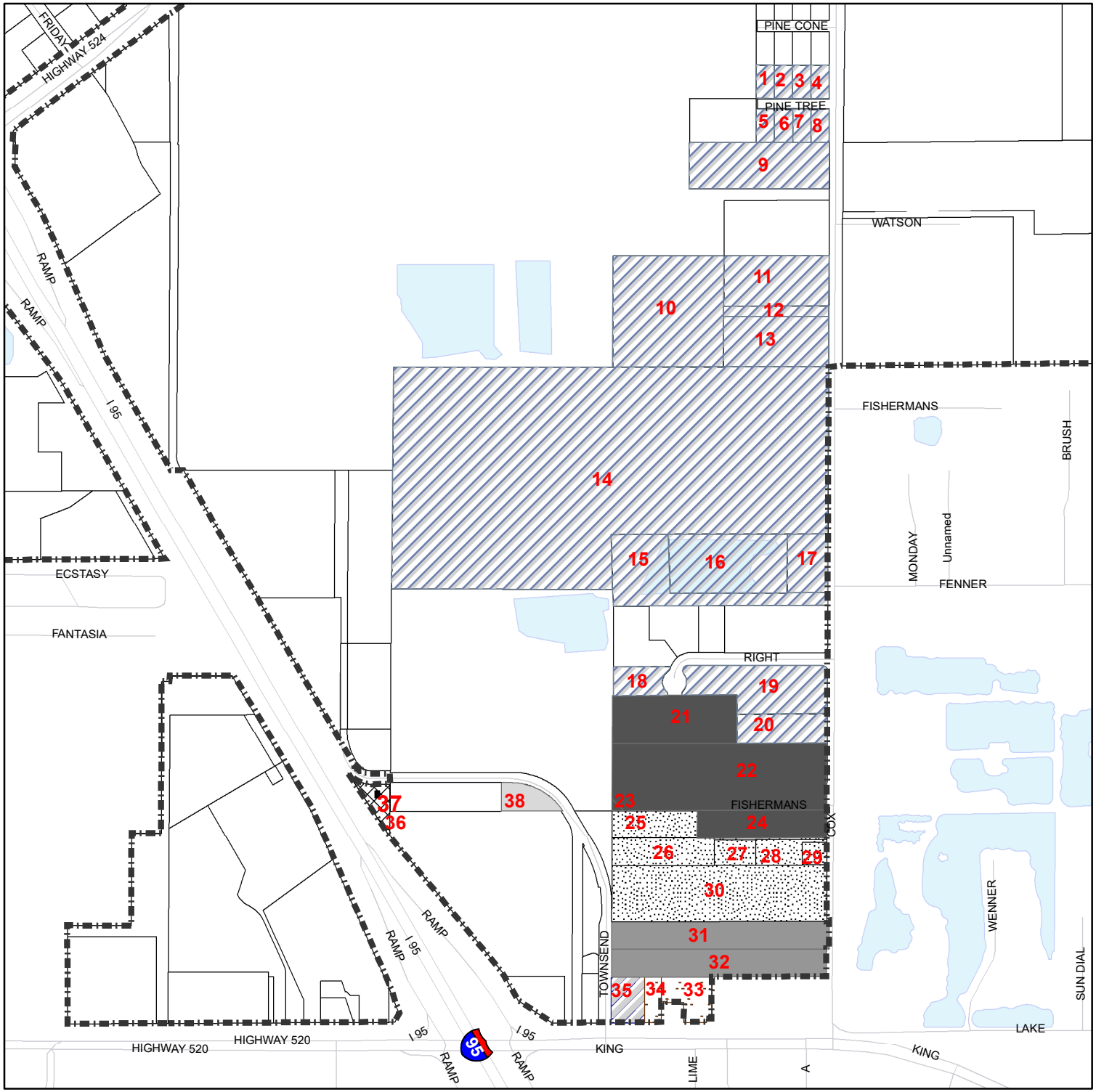
Lot #	Parcel #
1	24-35-23-00-761
2	24-35-23-00-774
3	24-35-23-00-765
4	24-35-23-00-762
5	24-35-23-00-766
6	24-35-23-00-768
7	24-35-23-00-763
8	24-35-23-00-764
9	24-35-26-00-16
10	24-35-26-00-7
11	24-35-26-00-20
12	24-35-26-00-21
13	24-35-26-00-8
14	24-35-26-00-10
15	24-35-26-00-18
16	24-35-26-00-12
17	24-35-26-00-13
18	24-35-26-00-778
19	24-35-26-00-750
20	24-35-26-00-770

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 18-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSEING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019

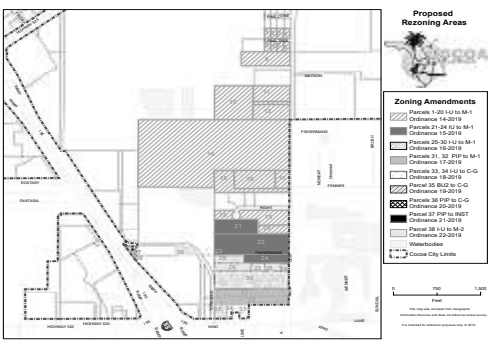
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



CITY COUNCIL WILL CONSIDER THESE ITEMS ON DECEMBER 11, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612461

Legislation Details (With Text)

File #:	19-600	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/18/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Ordinance No. 15-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of four (4) parcels totaling 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 15-2019 Rezoning (Batch 2).pdf Exhibit A - Cox Rd Rezone Map (Batch 2).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2019
Agenda Date: December 11, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 15-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of four (4) parcels totaling 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of four (4) parcels of land totaling approximately 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for each of the subject parcels that is consistent with their respective FLU designations and existing land uses. The parcels are labeled as Parcels 21 through 24 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land

Use designation but without a City of Cocoa Zoning District designation. The study was undertaken as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 15-2019. These four parcels contain existing industrial uses and vacant land.

Zoning Amendment Parcels

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
21	2408046	24-35-26-00-771	4.97	590 Cox Rd & 4050 Right St	Showtime Investments Inc.	Auto Auction
22	2408043	24-35-26-00-767	11.76	500 Cox Rd	Showtime Investments Inc.	Auto Auction
23	2443010	24-35-26-00-767.1	0.06	(Not Assigned)	Showtime Investments Inc.	Vacant Land
24	2408025	24-35-26-00-755	2.94	490 Cox Rd	Castetter, Clayton	Auto-Body

Future Land Use Designation: Current: Industrial

Zoning District: Current: Brevard County IU (Light Industrial)

Proposed: City of Cocoa M-1

(Light Industrial and Warehouse District)

Existing Land Use: Industrial, auto auction uses and vacant land

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	IU (County)	Industrial uses and vacant land
South	Industrial	IU (County)	Industrial uses and vacant land
East	CC and RES 15 (County)	GU, BU-1-A, BU-2, and AGR (County)	Single Family Residential, Retail and vacant land
West	Industrial	M-2 (City)	Electric power plant

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

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

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

Staff Finding: The land use pattern along the west side of Cox Road consists of light industrial and manufacturing businesses, which were developed prior to the properties' annexation into the City. The City's M-1 zoning district was chosen for these parcels as being the City district most closely associated with the existing land uses of these parcels.

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

Staff Finding: The proposed M-1 zoning district will not create an isolated district. Instead, it will continue the application of the existing M-1 district already applied to all the parcels on the west side of Cox Road from SR524 south to the northernmost parcel of the study area.

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

Staff Finding: Rezoning the subject parcels will have no effect on the population density. Residential uses are not currently allowed under the existing County IU zoning, nor are they allowed under the proposed M-1 zoning.

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

Staff Finding: The existing boundaries are logically drawn in relation to the existing uses in the area and the natural boundary of Cox Road; however that district is not a City zoning district. It is illogical to continue to allow properties within the City with a City FLU to remain without a City zoning district.

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

Staff Finding: The FLUM designation for the subject properties is “Industrial” which allows the proposed M-1 zoning district designation.

> **Policy 1.1.2.10: Industrial (IND).** Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals.

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

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to these parcels that is consistent with the City of Cocoa’s Comprehensive Plan and the existing industrial land uses.

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

Staff Finding: The parcels already have an industrial zoning designation under the County and an Industrial Future Land Use designation, and there is already a mix of residential, commercial, and light industrial uses in the area; therefore, the proposed rezoning would not adversely influence living conditions in the immediate area. The M-1 zoning district permits light industrial uses similar to those uses already allowed under the Brevard County IU zoning. Through the site plan review process, landscaping/buffer requirements would minimize potential effects in the immediate area, particularly the residential uses to the east.

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

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety as the uses allowed under the present County IU zoning are very similar to those allowed under the City M-1 zoning.

i. The proposed change will create a drainage problem.

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

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

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) from those provided under the present Brevard County zoning designation, although the front setback under the County is twice that required under

the City zoning. A comparison of the setbacks required by Brevard County IU vs. City of Cocoa M-1 follows.

	Brevard County IU zoning	City of Cocoa M-1 zoning
Front setback	40 ft.	20 ft.
Side interior setback	15 ft.	None
Rear setback	25 ft.	20 ft. (15 ft. when abutting an alley)

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

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the uses allowed for the subject properties.

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

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property for the reasons stated above, including that the proposed changes should not adversely impact property values or adversely influence living conditions in the neighborhood. In addition, development of the subject properties will be enhanced by the application of a City of Cocoa zoning designation that is consistent with the existing Future Land Use designation. This will allow future development of properties within the corridor to move forward without the need to rezone each parcel independently as development occurs.

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

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

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

Staff Finding: The properties all retain the former Brevard County zoning designations from the time of their annexation into the City of Cocoa and many of the present uses are ones that have continued from that time.

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

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for light manufacturing and industrial uses in close proximity to SR520 and Interstate 95.

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

Staff Finding: The western side of Cox Road has been an area of light industrial and manufacturing uses prior to its annexation into the City. The proposed rezoning is a

continuation of that existing use.

Consistency with Comprehensive Plan Policies and Objectives

The proposed M-1 zoning designation is consistent with the allowable uses under the “Industrial” Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

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

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

City Council passed this item on 1st Reading at its regular meeting on November 13, 2019.

RECOMMENDED MOTION:

Ordinance No. 15-2019/ 2nd Reading: Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of four (4) parcels totaling 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A.

ORDINANCE NO. 15-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County I-U (Light Industrial) to City of Cocoa M-1 (Light

Industrial and Warehouse District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed Rezoning Areas



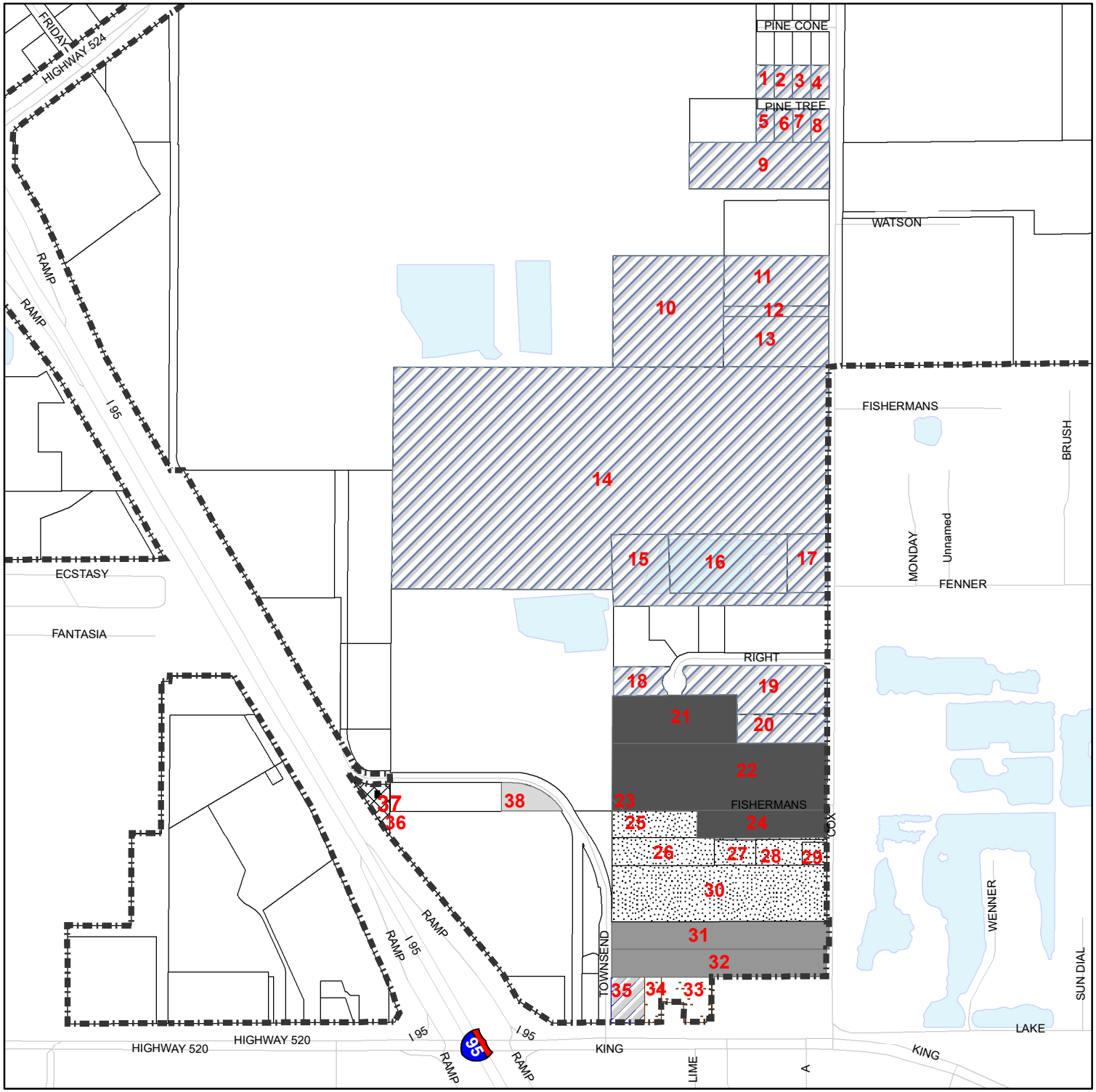
Lot #	Parcel #
21	24-35-26-00-771
22	24-35-26-00-767
23	24-35-26-00-767.1
24	24-35-26-00-755

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 18-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSEING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019

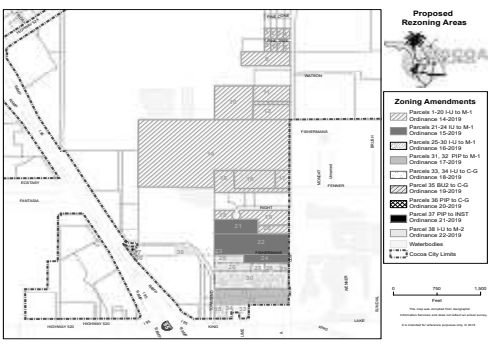
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



CITY COUNCIL WILL CONSIDER THESE ITEMS ON DECEMBER 11, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612461

Legislation Details (With Text)

File #:	19-601	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/18/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Ordinance No. 16-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 16-2019 Rezoning (Batch 3).pdf Exhibit A - Cox Rd Rezone Map (Batch 3).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2019
Agenda Date: December 11, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 16-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of six (6) parcels of land totaling approximately 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for each of the subject parcels that is consistent with their respective FLU designations and existing land uses. The parcels are labeled as Parcels 25 through 30 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land

Use designation but without a City of Cocoa Zoning District designation. The study was undertaken as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 16-2019. These six parcels contain existing industrial, manufacturing, office and automotive uses as well as vacant land.

Zoning Amendment Parcels

Legal Ad Map #	***Tax ID #***	***Parcel #***	***Acres***	***Parcel Address***	**Owners**	**Current Use**
25	2408047	24-35-26-00-772	1.94	480 Cox Rd	PENOYER, ROBERT E	Light Manufacturing
26	2408026	24-35-26-00-756	2.56	460 Cox Rd	460 COX LLC	Vacant Land
27	2408052	24-35-26-00-777	0.89	(Not Assigned)	ROBINSON, JOHN A & ROBERTA M	Vacant Land
28	2408027	24-35-26-00-756.1	1.02	450 Cox Rd	ROBINSON, JOHN A & ROBERTA M	Office
29	2408028	24-35-26-00-756.2	0.46	440 Cox Rd	CHAPMAN, DENCIL & ANNA	Used Auto Sales
30	2408029	24-35-26-00-757	9.8	430 Cox Rd	CASTETTER, CLAYTON	Vacant Land

Future Land Use Designation: Current: Industrial

Zoning District:	Current: Brevard County IU (Light Industrial) Proposed: City of Cocoa M-1 (Light Industrial and Warehouse District)
Existing Land Use:	Industrial, manufacturing, auto sales and vacant land
Council District:	District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	IU (County)	Auto auction and repair uses
South	Industrial	PIP (County)	Industrial and Manufacturing uses
East	CC and RES 15 (County)	BU-1-A, BU-1, and BU-2 (County)	Single Family Residential, Retail and vacant land
West	Commercial	C-G (City)	Sam's Club

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

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

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

Staff Finding: The land use pattern along the west side of Cox Road consists of light industrial and manufacturing businesses, which were developed prior to the properties' annexation into the City. The City's M-1 zoning district was chosen for these parcels as being the City district most closely associated with the existing land uses of these parcels.

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

Staff Finding: The proposed M-1 zoning district will not create an isolated district. Instead, it will continue the application of the existing M-1 district already applied to all the parcels on the west side of Cox Road from SR524 south to the northernmost parcel of the study area.

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

Staff Finding: Rezoning the subject parcels will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they

allowed under the proposed M-1 zoning.

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

Staff Finding: The existing boundaries are logically drawn in relation to the existing uses in the area and the natural boundary of Cox Road; however that district is not a City zoning district. It is illogical to continue to allow properties within the City with a City FLU to remain without a City zoning district.

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

Staff Finding: The FLUM designation for the subject properties is “Industrial” which allows the proposed M-1 zoning district designation.

> **Policy 1.1.2.10: Industrial (IND).** Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals.

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

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to these parcels that is consistent with the City of Cocoa’s Comprehensive Plan and the existing industrial land uses.

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

Staff Finding: The parcels already have an industrial zoning designation under the County and an Industrial Future Land Use designation, and there is already a mix of residential, commercial, and light industrial uses in the area; therefore, the proposed rezoning would not adversely influence living conditions in the immediate area. The M-1 zoning district permits light industrial uses similar to those uses already allowed under the Brevard County IU zoning. Through the site plan review process, landscaping/buffer requirements would minimize potential effects in the immediate area, particularly the residential uses to the east.

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

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety as the uses allowed under the present County IU zoning are very similar to those allowed under the City M-1 zoning.

i. The proposed change will create a drainage problem.

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

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

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) from those provided under the present Brevard County zoning designation, although the front setback under the County is twice that required under the City zoning. A comparison of the setbacks required by Brevard County IU vs. City of Cocoa M-1 follows.

	Brevard County IU zoning	City of Cocoa M-1 zoning
Front setback	40 ft.	20 ft.
Side interior setback	15 ft.	None
Rear setback	25 ft.	20 ft. (15 ft. when abutting an alley)

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

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the uses allowed for subject properties.

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

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property for the reasons stated above, including that the proposed changes should not adversely impact property values or adversely influence living conditions in the neighborhood. In addition, development of the subject properties will be enhanced by the application of a City of Cocoa zoning designation that is consistent with the existing Future Land Use designation. This will allow future development of properties within the corridor to move forward without the need to rezone each parcel independently as development occurs.

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

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

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

Staff Finding: The properties all retain the former Brevard County zoning designations from the time of their annexation into the City of Cocoa and many of the present uses are ones that have continued from that time.

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

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for light manufacturing and industrial uses in close proximity to SR520 and Interstate 95.

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

Staff Finding: The western side of Cox Road has been an area of light industrial and manufacturing uses prior to its annexation into the City. The proposed rezoning is a continuation of that existing use.

Consistency with Comprehensive Plan Policies and Objectives

The proposed M-1 zoning designation is consistent with the allowable uses under the "Industrial" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

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

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

City Council passed this item on 1st Reading at its regular meeting on November 13, 2019.

RECOMMENDED MOTION:

Ordinance No. 16-2019/ 2nd Reading: Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A.

ORDINANCE NO. 16-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County I-U (Light Industrial) to City of Cocoa M-1 (Light

Industrial and Warehouse District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

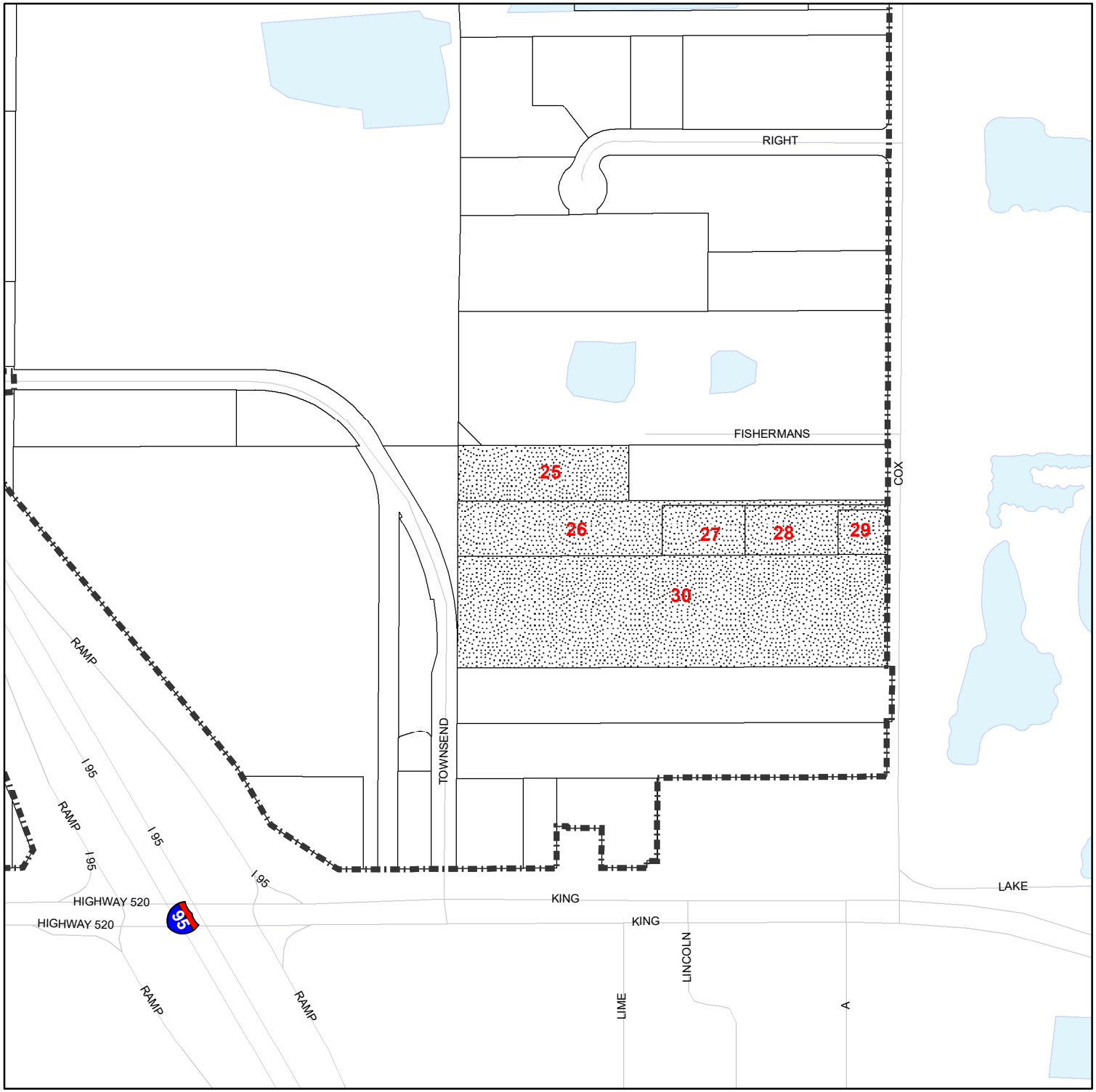
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Areas



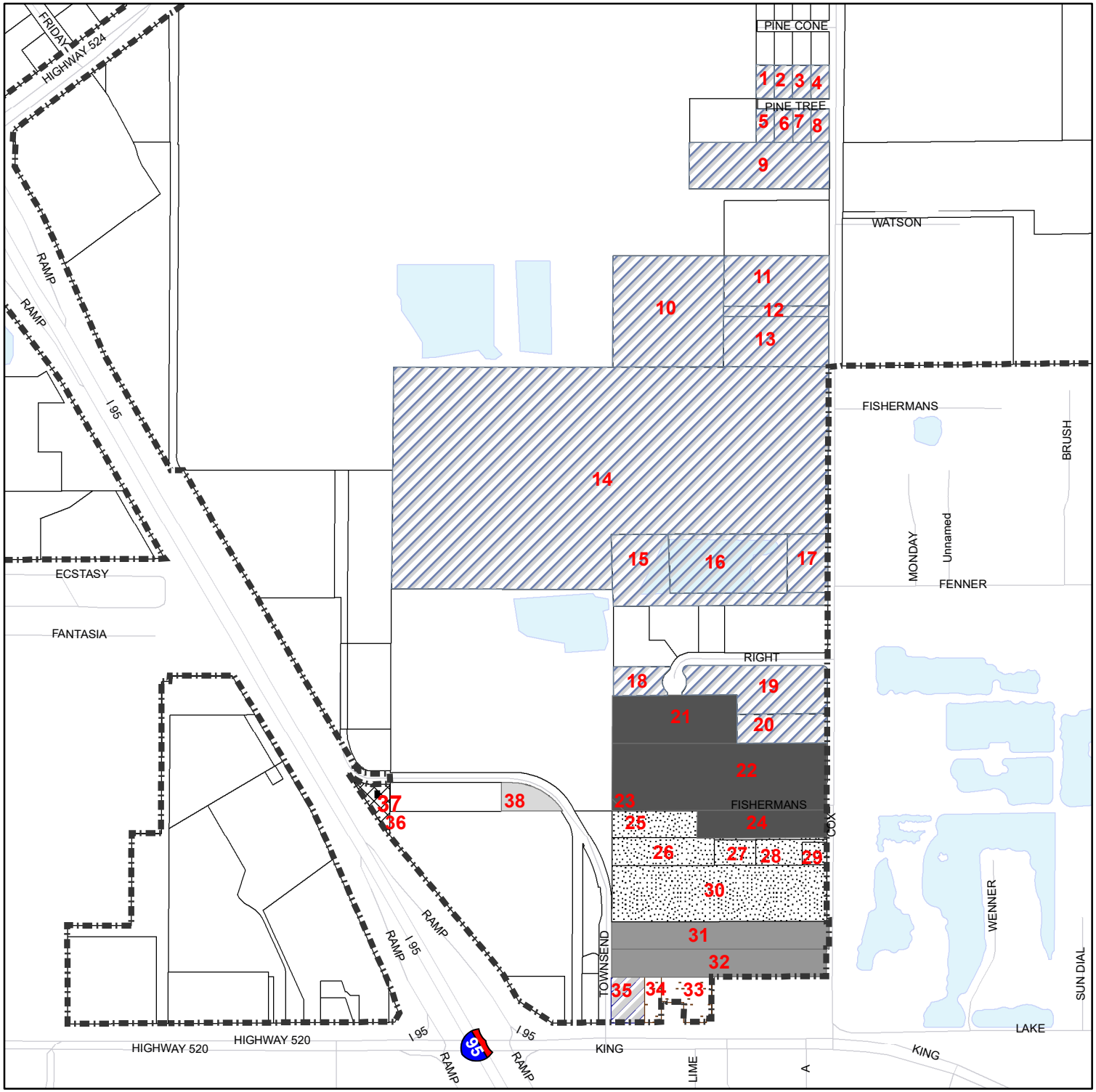
Lot #	Parcel #
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26	24-35-26-00-756
27	24-35-26-00-777
28	24-35-26-00-756.1
29	24-35-26-00-756.2
30	24-35-26-00-757

0 385 770

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 18-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSEING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019

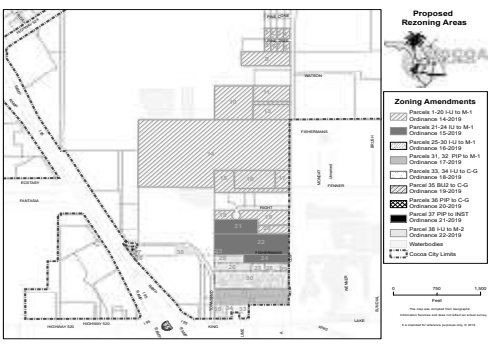
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



CITY COUNCIL WILL CONSIDER THESE ITEMS ON DECEMBER 11, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612461

Legislation Details (With Text)

File #:	19-602	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/18/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Ordinance No. 18-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 18-2019 Rezoning (Batch 5).pdf Exhibit A - Cox Rd Rezone Map (Batch 5).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2019
Agenda Date: December 11, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 18-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for the subject parcels that are consistent with their FLU designation and existing land use. The parcels are labeled as Parcels 33 and 34 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land

Use designation but without a City of Cocoa Zoning District designation. The study was undertaken as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 18-2019. These two parcels contain an existing motel and a donut shop restaurant.

Zoning Amendment Parcels

Legal Ad Map #	***Tax ID #***	***Parcel #***	***Acres***	***Parcel Address***	**Owners**	**Current Use**
33	2408033	24-35-26-00-760	1.44	4150 W King St	H R S Hotels Corp	Motel
34	2408042	24-35-26-00-766	0.62	4200 W King St	4200 WEST KING STREET LLC	Restaurant

Future Land Use Designation: Current: Commercial

Zoning District: Current: Brevard County IU (Light Industrial)

Proposed: City of Cocoa C-G (General Commercial)

Existing Land Use: Motel and donut shop

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	PIP (County)	Industrial and manufacturing uses
South	CC and NC (County)	BU-1-A, BU-1, BU-2 and RU-1-7 (County)	Restaurant, gas station, motel, residential and vacant land
East	CC (County)	TU-2 and IU (County)	Restaurant and vacant land
West	Commercial	C-G (City) and TU-2 (County)	Sam's Club store

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

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

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

Staff Finding: The land use pattern along the north side of SR520 consists of auto-dependent uses typically found at intersections with state and interstate roadways. Businesses such as convenience stores, motels and restaurants line both sides of SR520 at this junction with Interstate 95. The City's C-G zoning district was chosen for these parcels as being the City district most closely associated with the existing land uses on the parcels.

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

Staff Finding: The proposed C-G zoning district will not create an isolated district. Instead, it will continue the existing C-G zoning district already applied to the parcels on the north side of SR520 between I-95 and Townsend Road.

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

Staff Finding: Rezoning the subject parcel will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed C-G zoning.

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

Staff Finding: The existing boundaries are illogically drawn in relation to the existing uses in the area. The current County IU zoning district is intended to apply to an area in which the principal use of land is for manufacturing, assembling and fabrication and for warehousing, which are not desirable uses at the intersection of an interstate highway and a state road, a very visible entrance point to the City. In addition, it is illogical to continue to allow properties

within the City with a City FLU to remain without a City zoning district.

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

Staff Finding: The FLUM designation for the subject property is “Commercial” which allows the proposed C-G zoning district designation. The current Brevard County I-U Light Industrial zoning would be inconsistent with the Commercial FLUM designation, which permits only commercial-oriented zoning districts such as C-G, C-W (Commercial Wholesale), C-P (Commercial Parkway), C-C (Core Commercial), P-S (Professional, Offices and Services), and PUD.

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

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to the subject parcel that is consistent with the City of Cocoa’s Comprehensive Plan and existing land uses.

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

Staff Finding: There are no residential uses on the north side of SR520 in this vicinity. There are eight parcels on the south side of SR520 with Brevard County residential zoning, over half of which are vacant land and two of which have single-family residential structures. The existing motel on the eastern of the two subject parcels was built in 1973, prior to the parcel’s annexation into the City, whereas the Duncan Donuts restaurant on the other subject parcel was built two years ago. The current County IU zoning allows retail, restaurant, office and motel uses and the proposed C-G zoning also allows the same types of uses, therefore the proposed rezoning would not significantly change or adversely influence living conditions in the immediate area. In fact, the change will reduce the possibility of redevelopment with light industrial uses in close proximity to the residentially-zooned parcels on the south side of SR 520.

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

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety as the uses allowed under the present County IU zoning are very similar to those allowed under the City C-G zoning.

i. The proposed change will create a drainage problem.

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

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

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) from those provided under the present Brevard County zoning designation, although the front setback under the County is greater than that required

under the City zoning. A comparison of the setbacks required by Brevard County IU vs. City of Cocoa C-G follows.

	Brevard County IU zoning	City of Cocoa C-G zoning
Front setback	40 ft.	25 ft.
Side interior setback	15 ft.	None
Rear setback	25 ft.	20 ft. (15 ft. when abutting an alley)

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

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the allowed uses of the subject properties, except that it will eliminate light industrial uses such as manufacturing, assembling and fabrication, and warehousing. This is likely a positive change for surrounding commercially-zoned parcels.

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

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the properties will be enhanced by the application of a City of Cocoa zoning designation that is consistent with the existing Future Land Use designation. This will allow future development of properties within the corridor to move forward without the need to rezone each parcel independently as development occurs. In addition, because the proposed C-G zoning is consistent with neighboring properties, the change will not be a deterrent to development of adjacent property.

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

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

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

Staff Finding: The existing County IU zoning allows the present use of the property and the proposed C-G zoning will also allow the present use. However, the County zoning designation is in conflict with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

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

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for commercial uses in close proximity to SR520 and Interstate 95, and the zoning district was chosen to accommodate already existing uses on the properties.

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

permitting such use.

Staff Finding: The subject parcels are already developed and the proposed rezoning is not initiated as a result of any redevelopment planned for the parcels. The zoning district was chosen to accommodate already existing uses on the properties and the existing Future Land Use designation.

Consistency with Comprehensive Plan Policies and Objectives

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

Concurrency Management/Adequate Public Facilities

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

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

City Council passed this item on 1st Reading at its regular meeting on November 13, 2019.

RECOMMENDED MOTION:

Ordinance No. 18-2019/ 2nd Reading: Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A.

ORDINANCE NO. 18-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County I-U (Light Industrial) to City of Cocoa C-G

(General Commercial District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

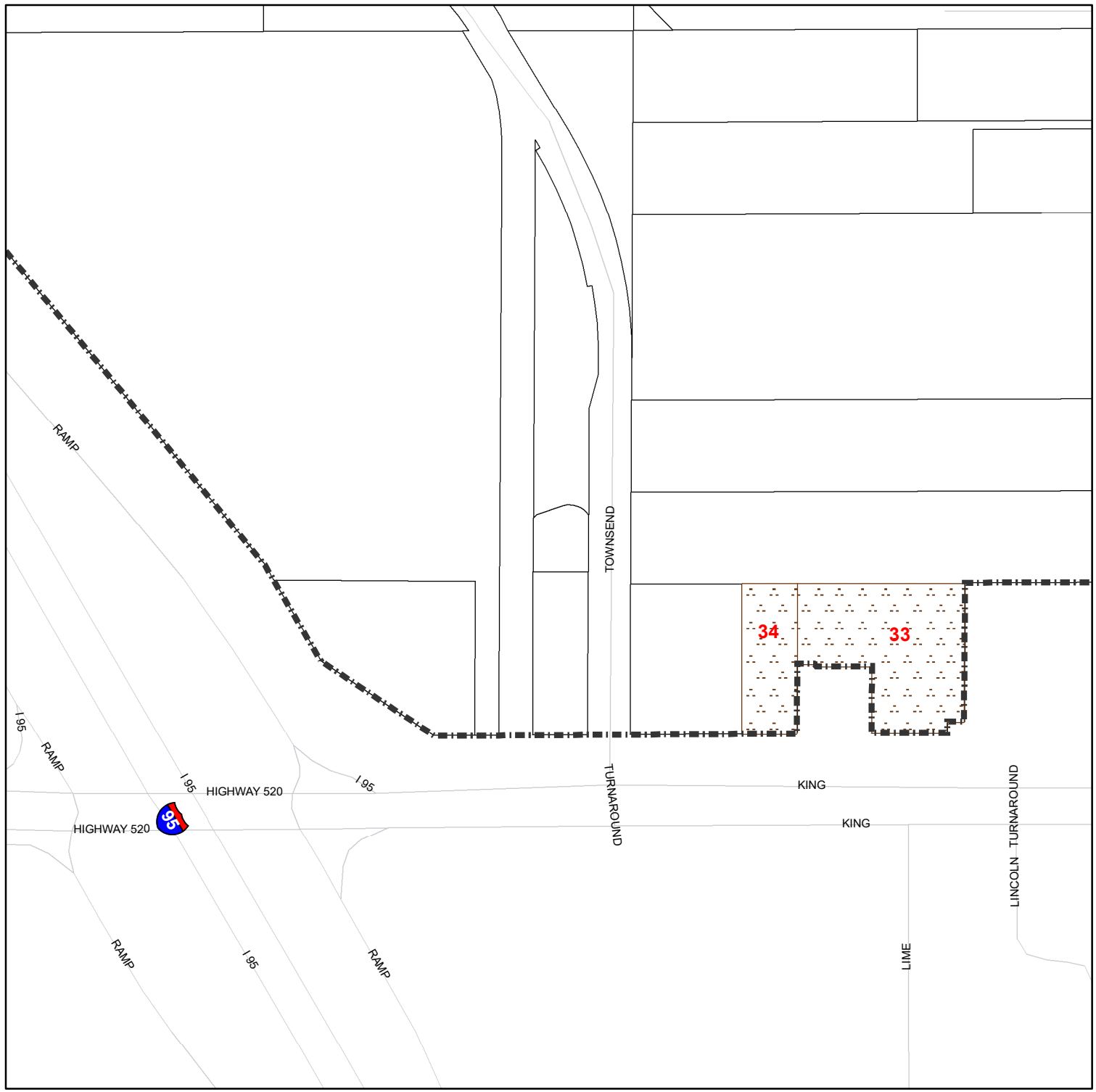
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Areas



Lot #	Parcel #
33	24-35-26-00-760
34	24-35-26-00-766

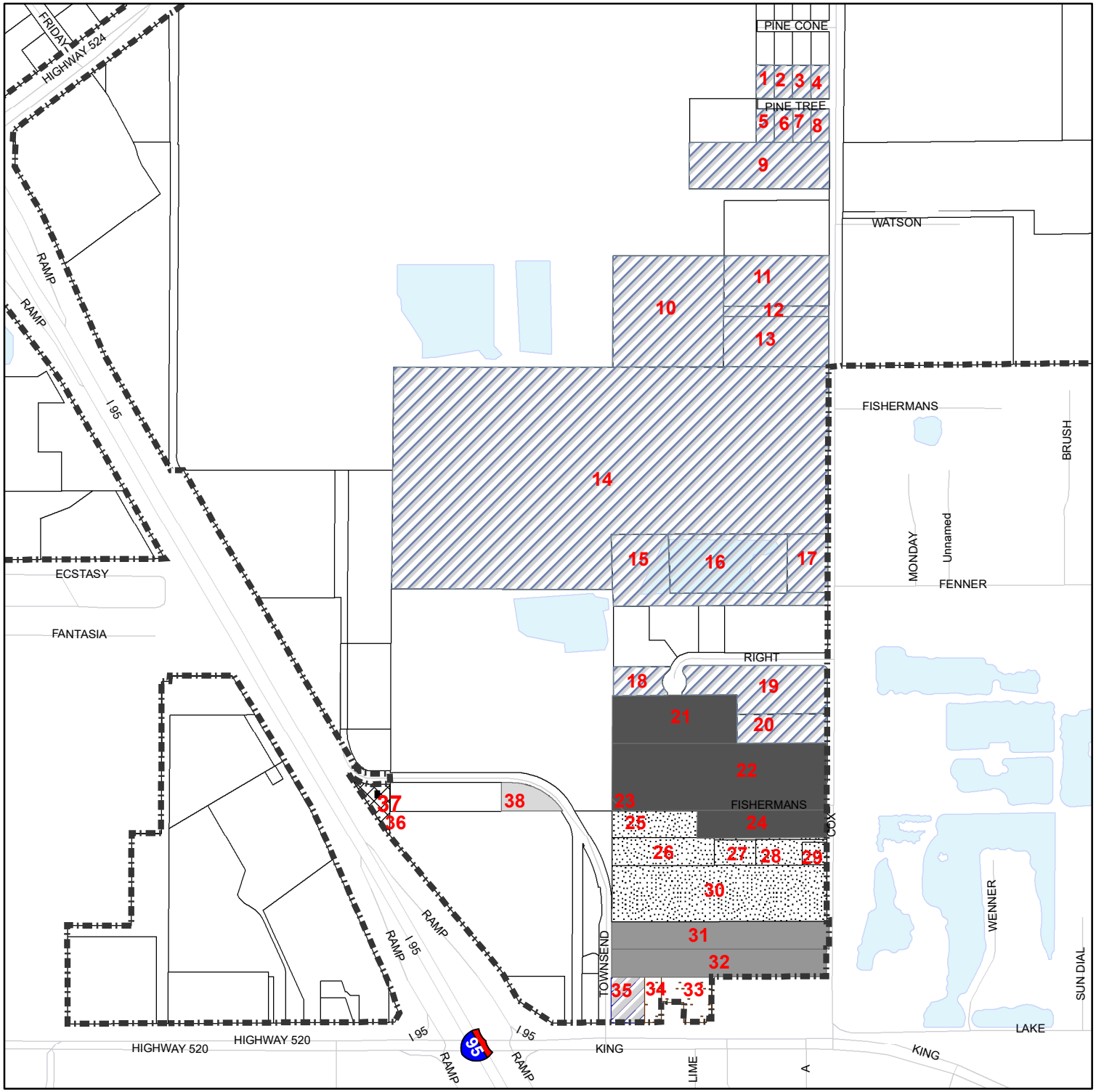
0 230 460

Feet

This map was compiled from Geographic

Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
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0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 18-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSEING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019

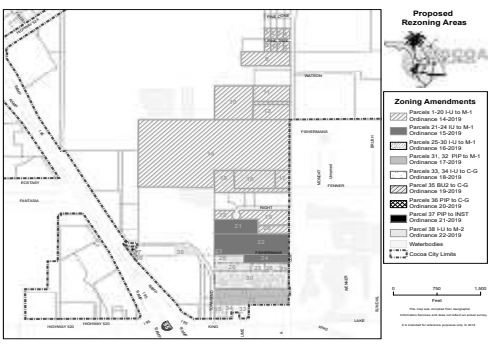
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019

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ORDINANCE 22-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



CITY COUNCIL WILL CONSIDER THESE ITEMS ON DECEMBER 11, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612461

Legislation Details (With Text)

File #:	19-603	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/18/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Ordinance No. 19-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 19-2019 Rezoning (Batch 6).pdf Exhibit A - Cox Rd Rezone Map (Batch 6).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2019
Agenda Date: December 11, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 19-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for the subject parcel that is consistent with its FLU designation and existing land use. The parcel is labeled as Parcel 35 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land

Use designation but without a City of Cocoa Zoning District designation. The study was undertaken as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 19-2019. This parcel contains an existing convenience store.

Zoning Amendment Parcels

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
35	2408032	24-35-26-00-759	1.24	4220 W King St	AAO STORES LLC	Convenience Store

Future Land Use Designation: Current: Commercial

Zoning District: Current: Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial)

Proposed: City of Cocoa C-G (General Commercial)

Existing Land Use: Convenience store

Council District: District 3 - Councilmember Don Boisvert

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Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	PIP (County)	Industrial and manufacturing uses
South	CC (County)	BU-1 and BU-2 (County)	Restaurant, gas station and motel
East	Commercial (City) and CC (County)	IU, and TU-2 (County)	Donut shop, restaurant and motel
West	Commercial	C-G (City)	Sam's Club store

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

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

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

Staff Finding: The land use pattern along the north side of SR520 consists of auto-dependent uses typically found at intersections with state and interstate roadways. Businesses such as convenience stores, motels and restaurants line both sides of SR520 at this junction with Interstate 95. The existing convenience store on the subject parcel was developed prior to the property's annexation into the City. The City's C-G zoning district was chosen for this parcel as being the City district most closely associated with the existing land uses of the parcel.

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

Staff Finding: The proposed C-G zoning district will not create an isolated district. Instead, it will continue the existing C-G zoning district already applied to the parcels on the north side of SR520 between I-95 and Townsend Road.

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

Staff Finding: Rezoning the subject parcel will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed C-G zoning.

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

Staff Finding: It is illogical to continue to allow properties within the City with a City FLU to remain without a City zoning district. It should also be noted that the Brevard County BU-2 zoning district would allow, in addition to commercial retail uses, warehousing and wholesale commercial uses. These are not desirable uses at the intersection of an interstate highway

and a state road, a very visible entrance point to the City.

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

Staff Finding: The FLUM designation for the subject property is “Commercial” which allows the proposed C-G zoning district designation.

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

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to the subject parcel that is consistent with the City of Cocoa’s Comprehensive Plan and existing land uses.

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

Staff Finding: There are no residential uses on the north side of SR520 in this vicinity. There are eight parcels on the south side of SR520 with Brevard County residential zoning, over half of which are vacant land and two of which have single-family residential structures. The existing convenience store on the subject parcel was built in 1990, prior to the parcel’s annexation into the City. The current County BU-2 zoning allows retail, restaurant, office and motel uses and the proposed C-G zoning also allows the same types of uses, therefore the proposed rezoning would not significantly change or adversely influence living conditions in the immediate area. In fact, the change will reduce the possibility of redevelopment with wholesale and warehousing uses in close proximity to the residentially-zoned parcels on the south side of SR 520.

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

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety as the uses allowed under the present County BU-2 zoning are very similar to those allowed under the City C-G zoning.

i. The proposed change will create a drainage problem.

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

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

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) from those provided under the present Brevard County zoning designation. A comparison of the setbacks required by Brevard County BU-2 vs. City of Cocoa C-G follows.

	Brevard County BU-2 zoning	City of Cocoa C-G zoning
Front setback	25 ft.	25 ft.
Side interior setback	5 ft.	None
Rear setback	15 ft.	20 ft. (15 ft. when abutting an alley)

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

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the allowed uses of the subject properties, except that it will eliminate wholesale and warehousing uses. This is likely a positive change for surrounding commercially-zoned parcels.

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

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the properties will be enhanced by the application of a City of Cocoa zoning designation that is consistent with the existing Future Land Use designation. This will allow future development of properties within the corridor to move forward without the need to rezone each parcel independently as development occurs.

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

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owner as the change of zoning is consistent with the existing use of the property involved. This is consistent with the public welfare.

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

Staff Finding: The existing County BU-2 zoning allows the present use of the property and the proposed C-G zoning will also allow the present use. However, the County zoning designation is in conflict with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

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

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for commercial uses in close proximity to SR520 and Interstate 95, and the zoning district was chosen to accommodate the already existing use on the property.

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

permitting such use.

Staff Finding: The subject parcel is already developed and the proposed rezoning is not initiated as a result of any redevelopment planned for the subject parcel. The zoning district was chosen to accommodate already existing uses on the property and the existing Future Land Use designation.

Consistency with Comprehensive Plan Policies and Objectives

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

Concurrency Management/Adequate Public Facilities

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

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

City Council passed this item on 1st Reading at its regular meeting on November 13, 2019.

RECOMMENDED MOTION:

Ordinance No. 19-2019/ 2nd Reading: Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A.

ORDINANCE NO. 19-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

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

a change of classification from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

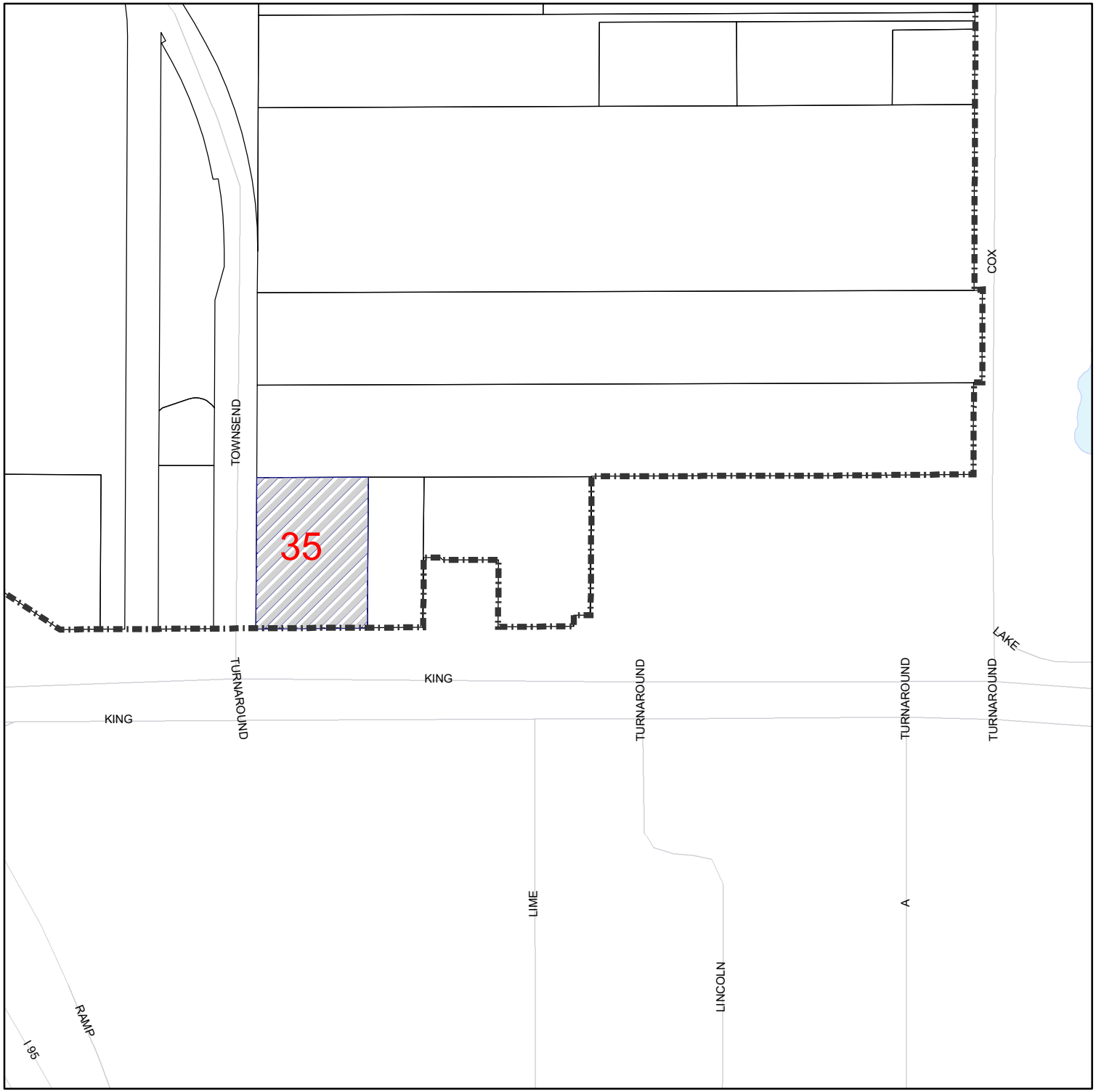
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Area



COCOA FLORIDA

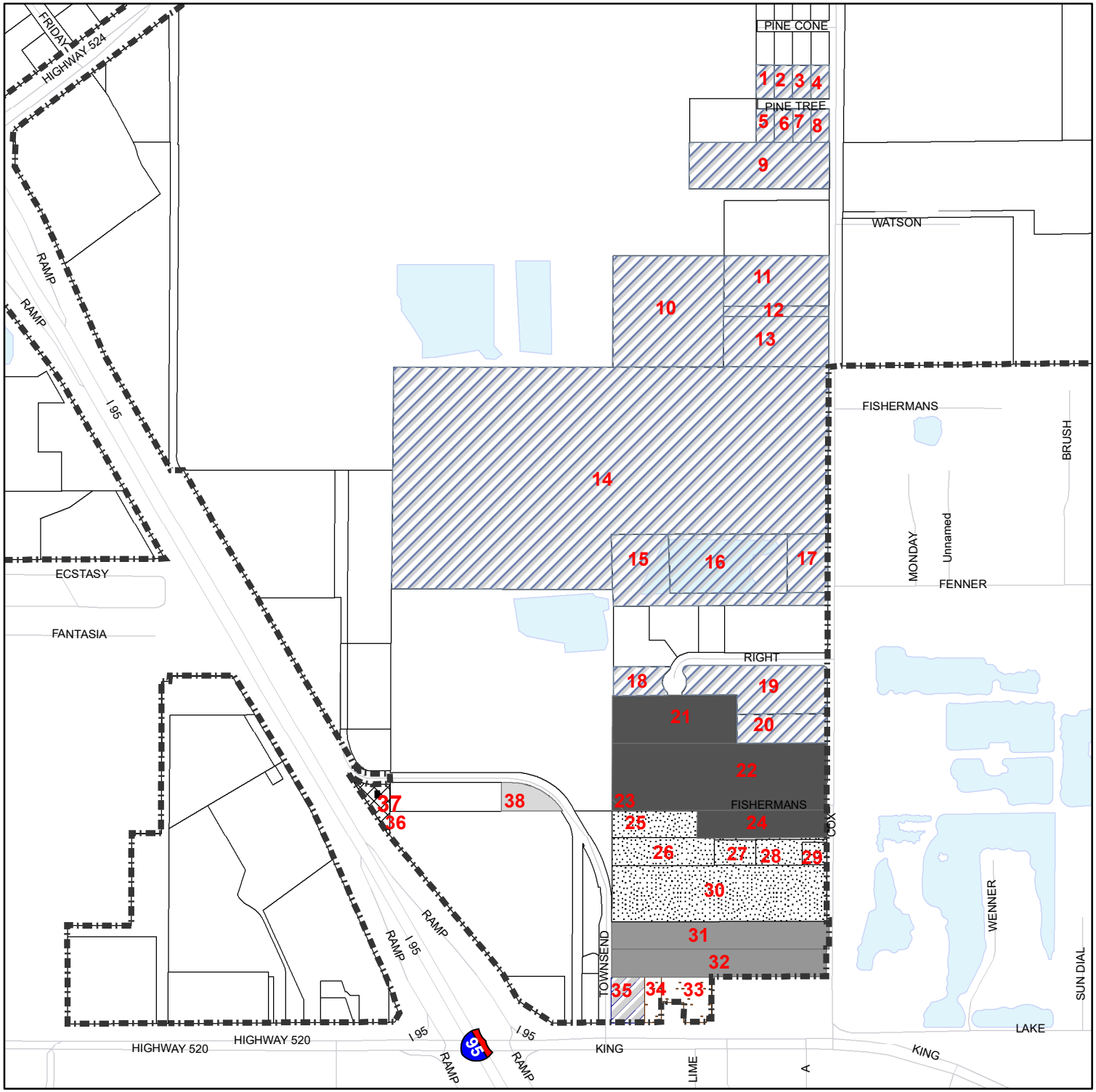
Parcel #
24-35-26-00-759

0 230 460

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

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Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

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ORDINANCE 19-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSEING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019

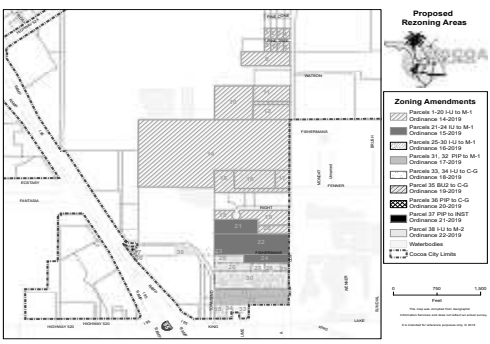
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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CITY COUNCIL WILL CONSIDER THESE ITEMS ON DECEMBER 11, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612461

Legislation Details (With Text)

File #:	19-604	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/18/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Ordinance No. 20-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 20-2019 Rezoning (Batch 7).pdf Exhibit A - Cox Rd Rezone Map (Batch 7).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2019
Agenda Date: December 11, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 20-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for the subject parcel that is consistent with its FLU designation and existing land use. The single parcel is labeled as Parcel 36 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land

Use designation but without a City of Cocoa Zoning District designation. The study was undertaken as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Lots 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 20-2019. This parcel contains an existing billboard.

Zoning Amendment Parcels

Legal Ad Map #	***Tax ID #***	***Parcel #***	***Acres***	***Parcel Address***	**Owners**	**Current Use**
36	2441465	24-35-26-00-535	0.75	560 Townsend Rd	Clear Channel Outdoor Inc.	Billboard Site

Future Land Use Designation: Current: Commercial

Zoning District: Current: Brevard County PIP (Planned Industrial Park)

Proposed: City of Cocoa C-G (General Commercial)

Existing Land Use: Billboard site

Council District: District 3 - Councilmember Don Boisvert

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Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	M-2	Electric power plant, Industrial uses and vacant land
South	Interstate 95	Interstate 95	Interstate 95
East	Industrial and Commercial	M-2 and C-G	Sam's Club store and vacant land
West	Commercial	C-G	I-95 and Toyota/Nissan dealerships

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

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

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

Staff Finding: The land use pattern along Townsend Road north of the Sam's Club store is heavy industrial in nature with an electric power generation plant, large electric transfer station and a solid waste recycling center as well as several smaller business. The subject parcel however is a remnant part of the Sam's Club site to the southeast of the subject site. It was given the same Commercial FLU in part because the site cannot be developed beyond the existing commercial billboard presently on the parcel. The City's C-G zoning district was chosen for this parcel as being the City district most closely associated with the existing land uses of the parcel.

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

Staff Finding: The proposed C-G zoning district will not create an isolated district. It is a continuation of the existing C-G district already applied to the Sam's Club parcels to the southeast.

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

Staff Finding: Rezoning the subject parcel will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed C-G zoning.

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

Staff Finding: The existing zoning boundaries are in conflict with the current City FLU on the parcel. It is illogical to continue to allow properties within the City with a City FLU to remain

without a City zoning district.

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

Staff Finding: The FLUM designation for the subject properties is “Commercial” which allows the proposed C-G zoning district designation.

> **Policy 1.1.2.9: Commercial (COMM).** Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses.

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

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to the subject parcel that is consistent with the City of Cocoa’s Comprehensive Plan and existing land uses.

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

Staff Finding: There are no residential uses in the nearby area. As the parcel is already developed to the maximum extent possible, the proposed rezoning would not adversely influence living conditions in the neighboring area.

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

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety. The current PIP zoning allows similar uses to the City’s C-G district because it includes uses under County BU-1 and BU-2 zoning such as retail, office, personal services, warehousing and wholesale businesses. Therefore, the traffic generation of the districts are very similar and would result in a similar traffic impact on Townsend Road.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any redevelopment of the subject site would be required to comply with all applicable regulations and permitting requirements.

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

Staff Finding: Although the property is already developed to its maximum extent, a comparison of the setbacks required by Brevard County PIP vs. City of Cocoa C-G follows.

	Brevard County PIP zoning	City of Cocoa C-G zoning

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Front setback	50 ft.	25 ft.
Side interior setback	50 ft.	None
Rear setback	25 ft.	20 ft.

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

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the allowed uses of the subject property except that it will, in fact, eliminate the possibility of residential development that may negatively affect the potential development of nearby industrial parcels.

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

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the vacant parcel to the east will not be effected as it is already zoned M-2. See analysis in Section (k) as well.

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

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

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

Staff Finding: The subject parcel is already developed. However, the lack of a City zoning designation on the parcel is in conflict with the City's Comprehensive Plan requirement that City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

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

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for commercial and industrial uses in close proximity to SR520 and Interstate 95, and the zoning district was chosen to accommodate already existing uses on the property.

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

Staff Finding: The subject parcel is already developed and the proposed rezoning is not initiated as a result of any redevelopment planned for the subject parcel. The zoning district was chosen to accommodate already existing uses on the property and the existing Future Land Use designation.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-G zoning designation is consistent with the allowable uses under the "Commercial"

Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

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

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

City Council passed this item on 1st Reading at its regular meeting on November 13, 2019.

RECOMMENDED MOTION:

Ordinance No. 20-2019/ 2nd Reading: Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A.

ORDINANCE NO. 20-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-

G (General Commercial District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

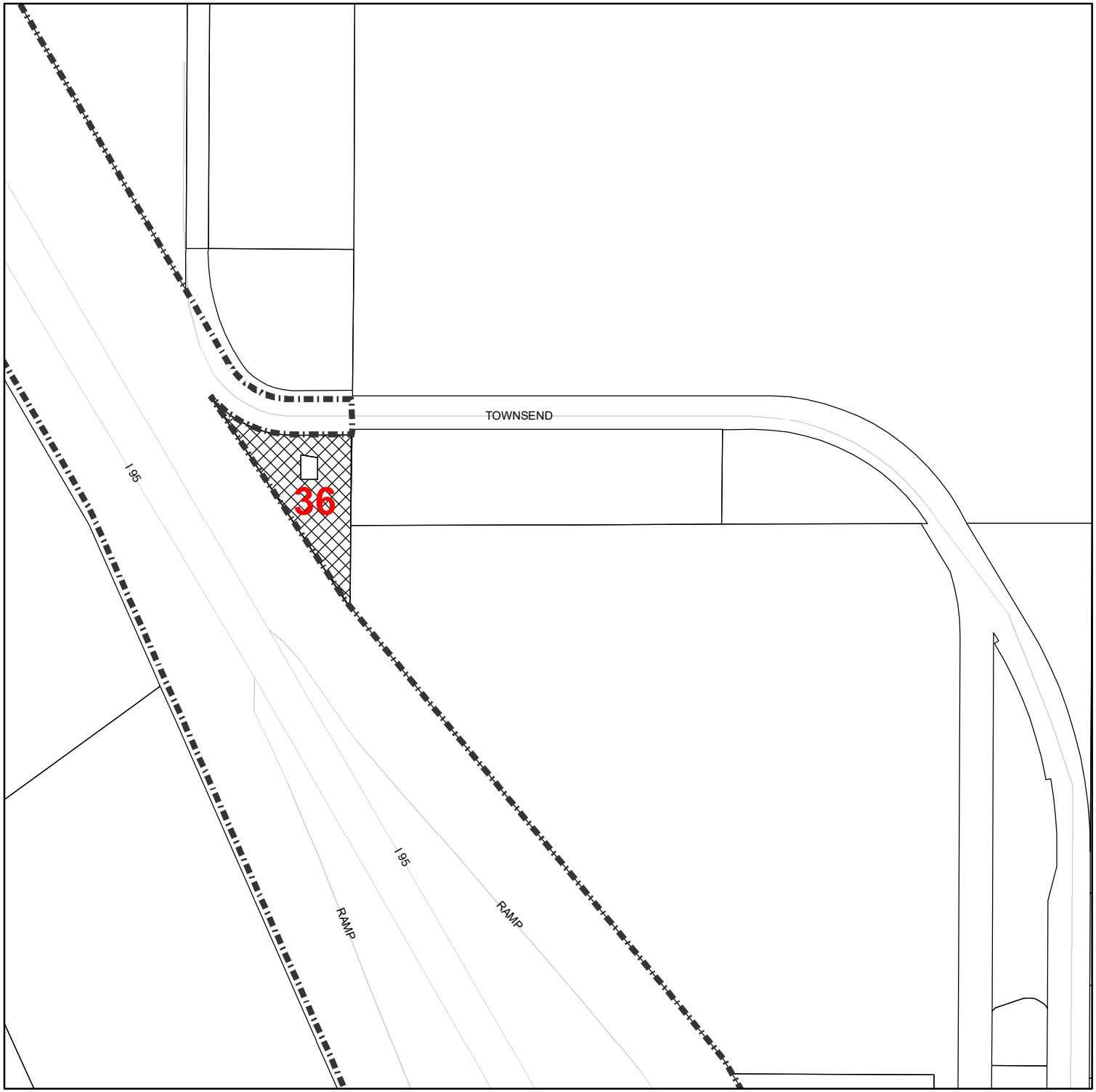
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Area



COCOA
FLORIDA

Parcel #
24-35-26-00-535

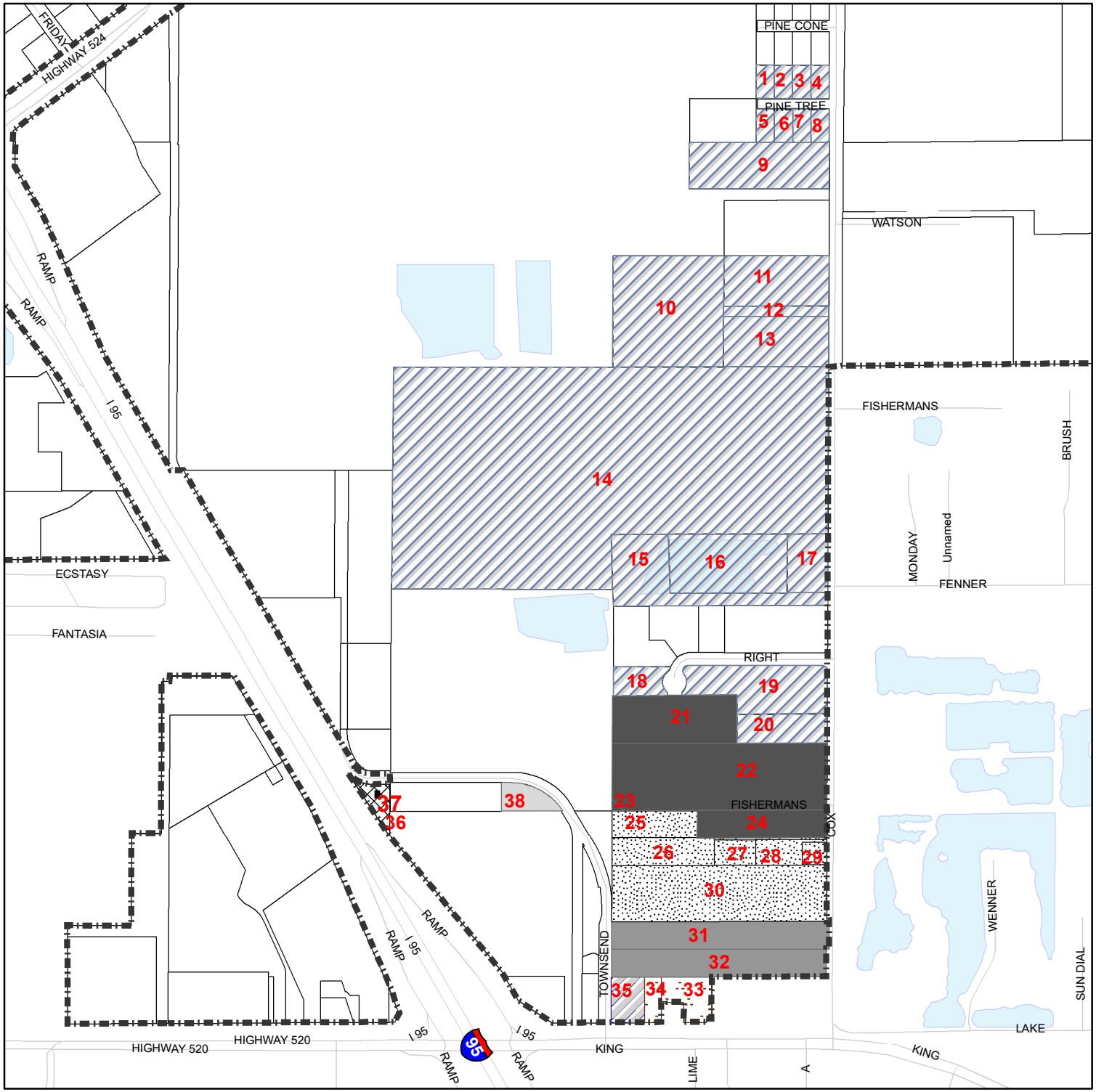
0 230 460

Feet

This map was compiled from Geographic

Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 18-2019

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ORDINANCE 20-2019

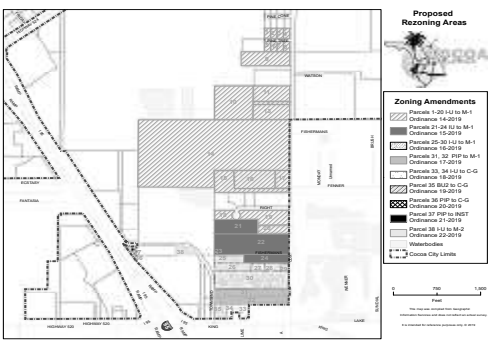
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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



CITY COUNCIL WILL CONSIDER THESE ITEMS ON DECEMBER 11, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612461

Legislation Details (With Text)

File #:	19-605	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/18/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Ordinance No. 21-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 21-2019 Rezoning (Batch 8).pdf Exhibit A - Cox Rd Rezone Map (Batch 8).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2019
Agenda Date: December 11, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 21-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for the subject parcel that is consistent with its FLU designation and existing land use. The single parcel is labeled as Parcel 37 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land Use designation but without a City of Cocoa Zoning District designation. The study was undertaken

as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Lot 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 21-2019. This parcel contains an existing City of Cocoa sewer lift station.

Zoning Amendment Parcels

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
37	2408008	24-35-26-00-522	0.03	572 Townsend Rd	CITY OF COCOA	Lift Station

Future Land Use Designation: Current: Commercial

Zoning District: Current: Brevard County PIP (Planned Industrial Park)

Proposed: City of Cocoa C-G (General Commercial)

Existing Land Use: Lift Station

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area:

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	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	M-2	Electric power plant, Industrial uses and vacant land
South	Interstate 95	Interstate 95	Interstate 95
East	Industrial and Commercial	M-2 and C-G	Sam's Club store and vacant land
West	Commercial	C-G	I-95 and Toyota/Nissan dealerships

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

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

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

Staff Finding: The subject parcel was created to encompass a City owned sewer lift station only and is not developable beyond that use due to its .03-acre size. This is a common practice throughout the City and is not contrary to the established land use pattern. The Institutional zoning district was chosen for this parcel as being the City district most closely associated with the existing land use of the parcel.

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

Staff Finding: A sewer lift station is by nature a singular use, the purpose of which is to serve the adjoining land uses. Because it is a City-owned facility, the Institutional district is the only appropriate zoning district for this use. Therefore, although the district will be isolated from other Institutional zoning districts, the use is physically and functionally tied to the adjacent districts.

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

Staff Finding: Rezoning the subject parcels will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed Institutional zoning.

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

Staff Finding: The existing zoning boundaries are in conflict with the current City FLU on the

parcel. It is illogical to continue to allow properties within the City with a City FLU to remain without a City zoning district.

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

Staff Finding: The FLUM designation for the subject properties is “Commercial” which allows the proposed INST zoning district designation.

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

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to the subject parcel that is consistent with the City of Cocoa’s Comprehensive Plan and the existing land use.

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

Staff Finding: There are no residential uses in the nearby area. As the parcel is already developed to the maximum extent possible, the proposed rezoning would not adversely influence living conditions in the neighboring area. The sewer lift station supports other development in the neighborhood.

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

Staff Finding: The proposed rezoning will not create or increase traffic congestion or otherwise affect public safety, as the rezoning will not change the use on the parcel.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. The subject parcel is not developable for any use beyond the existing lift station due to its size.

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

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) as no additional development of the parcel is possible.

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

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not change the use of the subject property.

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

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. It is typically the case that a lift station in

close proximity to vacant land is an enhancement to development.

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

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owner as the change of zoning is consistent with the existing uses of the property. Provision of access to the City's sewer system is consistent with the public welfare.

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

Staff Finding: The property cannot be developed for any use beyond the existing lift station. However, the County zoning designation is in conflict with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

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

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city, which requires supporting sewer infrastructure.

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

Staff Finding: The subject parcel is already developed and the proposed rezoning is not initiated as a result of any redevelopment planned for the subject parcel. The zoning district was chosen to accommodate already existing uses on the property.

Consistency with Comprehensive Plan Policies and Objectives

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

Concurrency Management/Adequate Public Facilities

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

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

City Council passed this item on 1st Reading at its regular meeting on November 13, 2019.

RECOMMENDED MOTION:

Ordinance No. 21-2019/ 2nd Reading: Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District) as depicted on Exhibit A.

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ORDINANCE NO. 21-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County PIP (Planned Industrial Park) to City of Cocoa

INST (Institutional District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

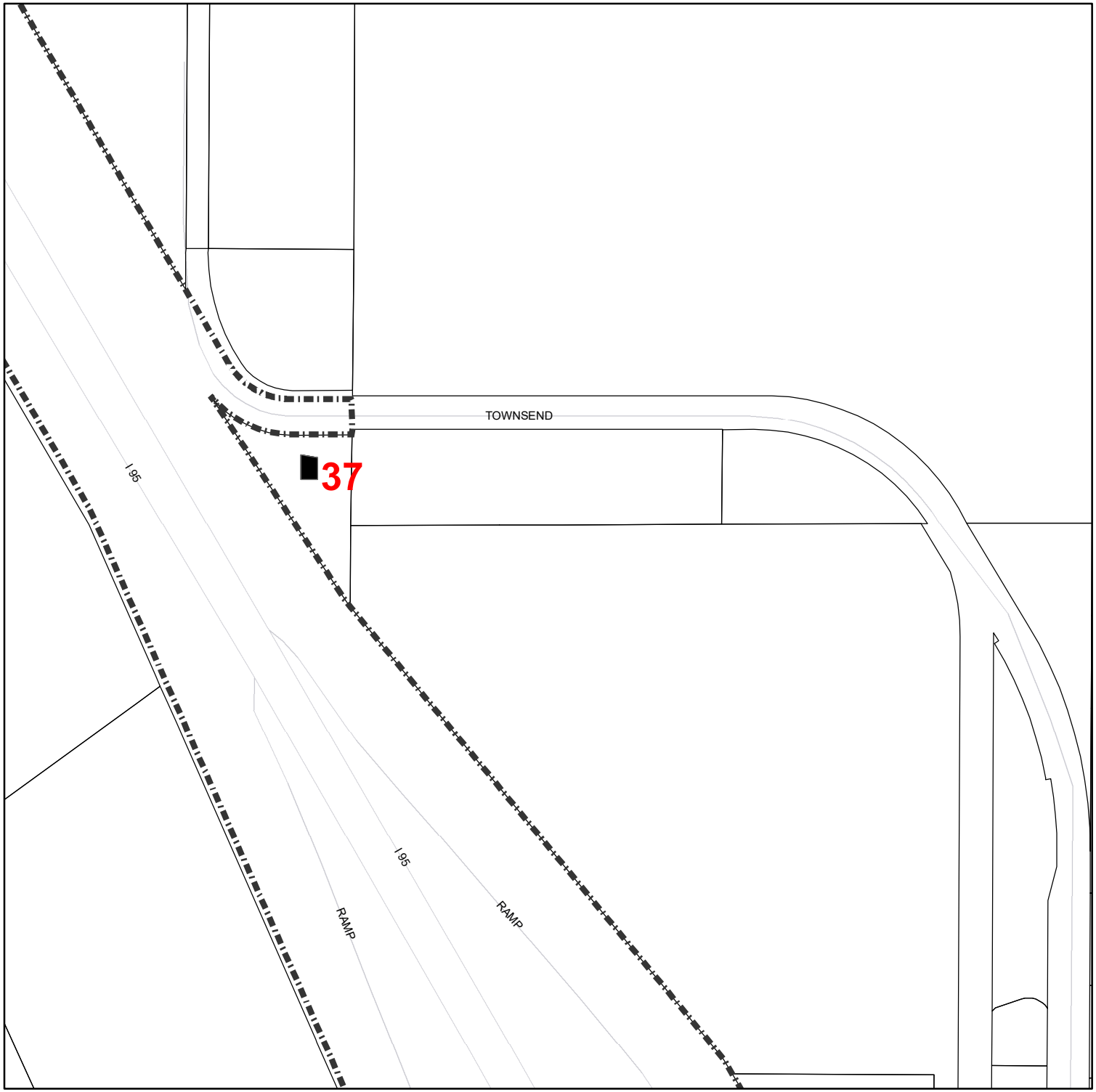
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Area



COCOA FLORIDA

Parcel #
24-35-26-00-522

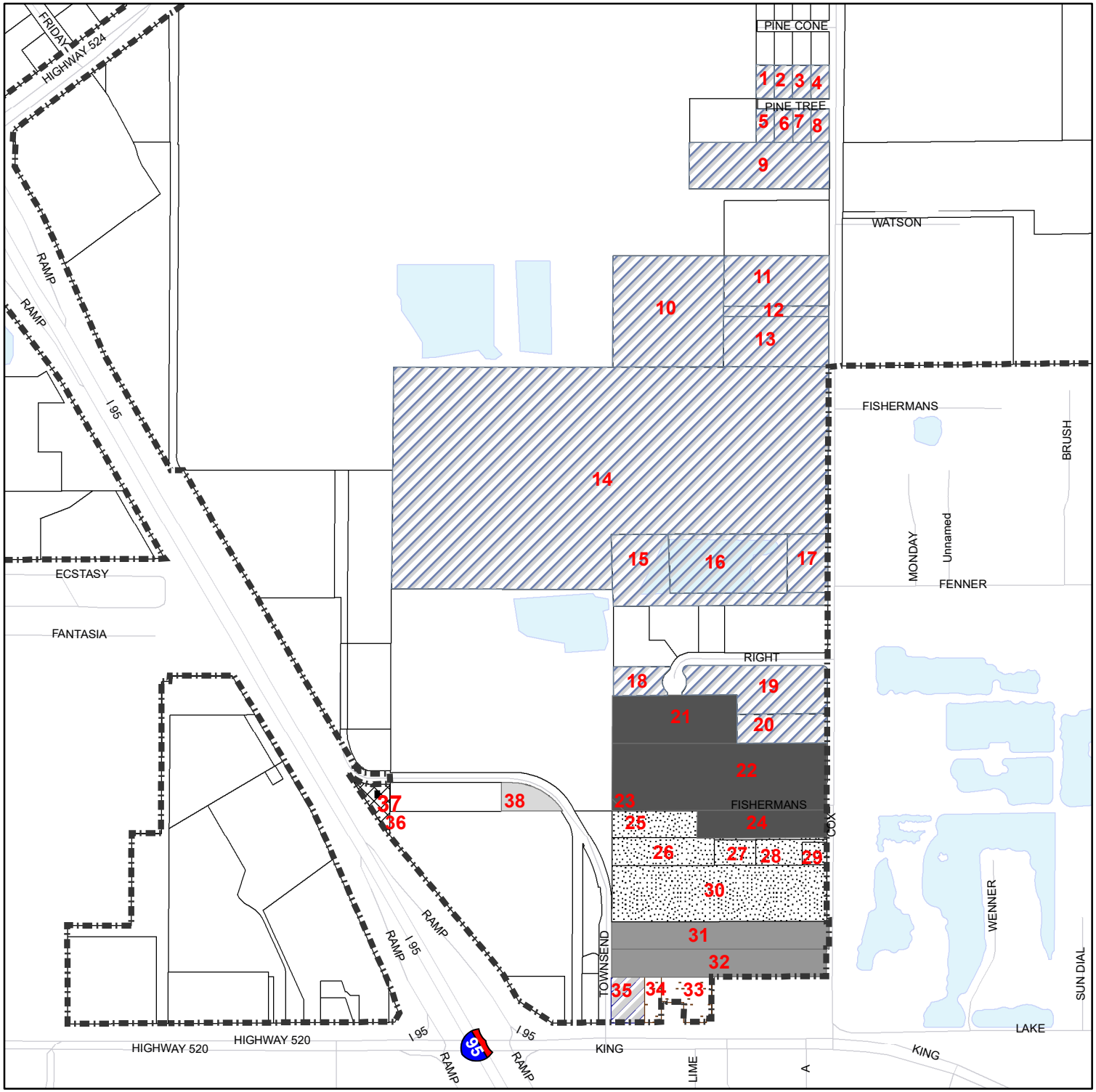
0 230 460

Feet

This map was compiled from Geographic

Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 18-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSEING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019

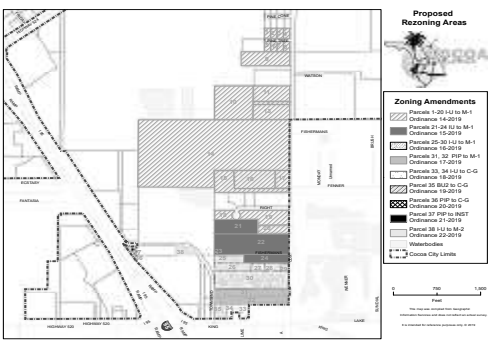
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



CITY COUNCIL WILL CONSIDER THESE ITEMS ON DECEMBER 11, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612461

Legislation Details (With Text)

File #:	19-606	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/18/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Ordinance No. 22-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 22-2019 Rezoning (Batch 9).pdf Exhibit A - Cox Rd Rezone Map (Batch 9).pdf Map for Cox Rd Rezoning (all parcels).pdf Legal Ad Proof (CC 2nd Reading) 12-11-19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2019
Agenda Date: December 11, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 22-2019/ 2nd Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District).

BACKGROUND:

I. Project Information

City of Cocoa is requesting to amend the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District) as depicted on Exhibit A. The City is requesting to apply a City of Cocoa zoning district for the subject parcel that is consistent with its FLU designation and existing land use. The single parcel is labeled as Parcel 38 on the Proposed Rezoning Areas Map attached to this Staff Report as Exhibit A.

This rezoning application is part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land

Use designation but without a City of Cocoa Zoning District designation. The study was undertaken as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

The study area extended from the City boundary at SR520 north and included those properties lying east of I-95 and west of Cox Road. Staff identified a total of 38 parcels, each of which were analyzed with regard to the existing use of the property, existing Brevard County Zoning designation and the relevant Future Land Use designation. A table summarizing these findings is attached. The parcels were then broken up into batches of adjacent parcels having the same existing County zoning and proposed to be changed to the same City zoning district. This resulted in nine (9) batches, each of which has been assigned to a separate Ordinance.

The study area parcels were annexed into the City of Cocoa in three groupings. Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004. Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006. And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as follows. Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004. Parcels 18 through 32 and Lot 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006. Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

The table below represents only those parcels that are part of Ordinance 22-2019. This parcel contains an existing light manufacturing use.

Zoning Amendment Parcels

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
38	2408051	24-35-26-00-776	1.08	500 Townsend Rd	R J Ingram Properties LLC	Light Manufacturing

Future Land Use Designation: Current: Industrial

Zoning District: Current: Brevard County IU (Light Industrial)

Proposed: City of Cocoa M-2

(Manufacturing and Industrial District)

Existing Land Use: Light Manufacturing

Council District: District 3 - Councilmember Don Boisvert

powered by Legistar™

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	M-2	Electric power plant
South	Commercial	C-G	Sam's Club store
East	Industrial	M-2	Industrial and manufacturing uses
West	Industrial	M-2	Vacant land

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

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

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

Staff Finding: The land use pattern along Townsend Road north of the Sam's Club store is heavy industrial in nature with an electric power generation plant, large electric transfer station and a solid waste recycling center as well as several smaller business. The City's M-2 zoning district was chosen for the subject parcel as it is consistent with these surrounding uses as well as the existing light manufacturing use on the subject parcel.

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

Staff Finding: The proposed M-2 zoning district will not create an isolated district. Instead, it will continue the application of the existing M-2 district already applied to the parcels along Townsend Road from the subject parcel north to the end of the roadway.

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

Staff Finding: Rezoning the subject parcels will have no effect on the population density. Residential uses are not currently allowed under the existing County zoning, nor are they allowed under the proposed M-2 zoning.

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

Staff Finding: The existing boundaries are logically drawn in relation to the existing uses in the area and the natural boundary of Townsend Road; however that district is not a City zoning district. It is illogical to continue to allow properties within the City with a City FLU to remain

without a City zoning district.

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

Staff Finding: The FLUM designation for the subject properties is “Industrial” which allows the proposed M-2 zoning district designation.

> **Policy 1.1.2.10: Industrial (IND).** Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals.

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

Staff Finding: The intent of the rezoning request is to address an area of the City which has multiple parcels of land without a City of Cocoa zoning district designation. This rezoning will apply a City zoning district designation to the subject parcel that is consistent with the City of Cocoa’s Comprehensive Plan and existing land uses.

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

Staff Finding: There are no residential uses in the nearby area. As the parcel already has an industrial zoning designation under the County, and as there is already a manufacturing business established on the subject site, the proposed rezoning would not adversely influence the neighboring area.

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

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety as the site is already developed.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any redevelopment of the subject site would be required to comply with all applicable regulations and permitting requirements.

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

Staff Finding: The proposed rezoning does not significantly alter the requirements for light and air to adjacent areas (setbacks) from those provided under the present Brevard County zoning designation. Although the property is already developed, a comparison of the setbacks required by Brevard County IU vs. City of Cocoa M-2 follows.

	Brevard County IU zoning	City of Cocoa M-2 zoning
Front setback	40 ft.	25 ft.
Side interior setback	15 ft.	None
Rear setback	25 ft.	15 ft.

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

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will permit the continuation of the M-2 zoning district that already is in the area. Because the current Brevard County zoning is I-U, Light Industrial, the change to M-2 will allow heavy manufacturing uses not currently permitted. However, the heavy manufacturing uses are compatible with the surrounding properties already with this zoning designation.

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

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the vacant parcel to the west will not be effected as it is already zoned M-2.

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

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners, as the change of zoning is consistent with the existing use of the property. This is consistent with the public welfare.

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

Staff Finding: The subject parcel is already developed. However, the lack of a City zoning designation on the parcel is in conflict with the City's Comprehensive Plan requirement that City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.

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

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the city. This area of the City provides for manufacturing and industrial uses in close proximity to SR520 and Interstate 95.

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

Staff Finding: The northern portion of Townsend Road already had manufacturing and industrial manufacturing uses prior to its annexation into the City. The proposed rezoning is a continuation of that existing use pattern.

Consistency with Comprehensive Plan Policies and Objectives

The proposed M-2 zoning designation is consistent with the allowable uses under the “Industrial” Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

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

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its regular meeting on November 6, 2019.

City Council passed this item on 1st Reading at its regular meeting on November 13, 2019.

RECOMMENDED MOTION:

Ordinance No. 22-2019/ 2nd Reading: Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District) as depicted on Exhibit A.

ORDINANCE NO. 22-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County I-U (Light Industrial) to City of Cocoa M-2

(Manufacturing and Industrial District) for the real property depicted and described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

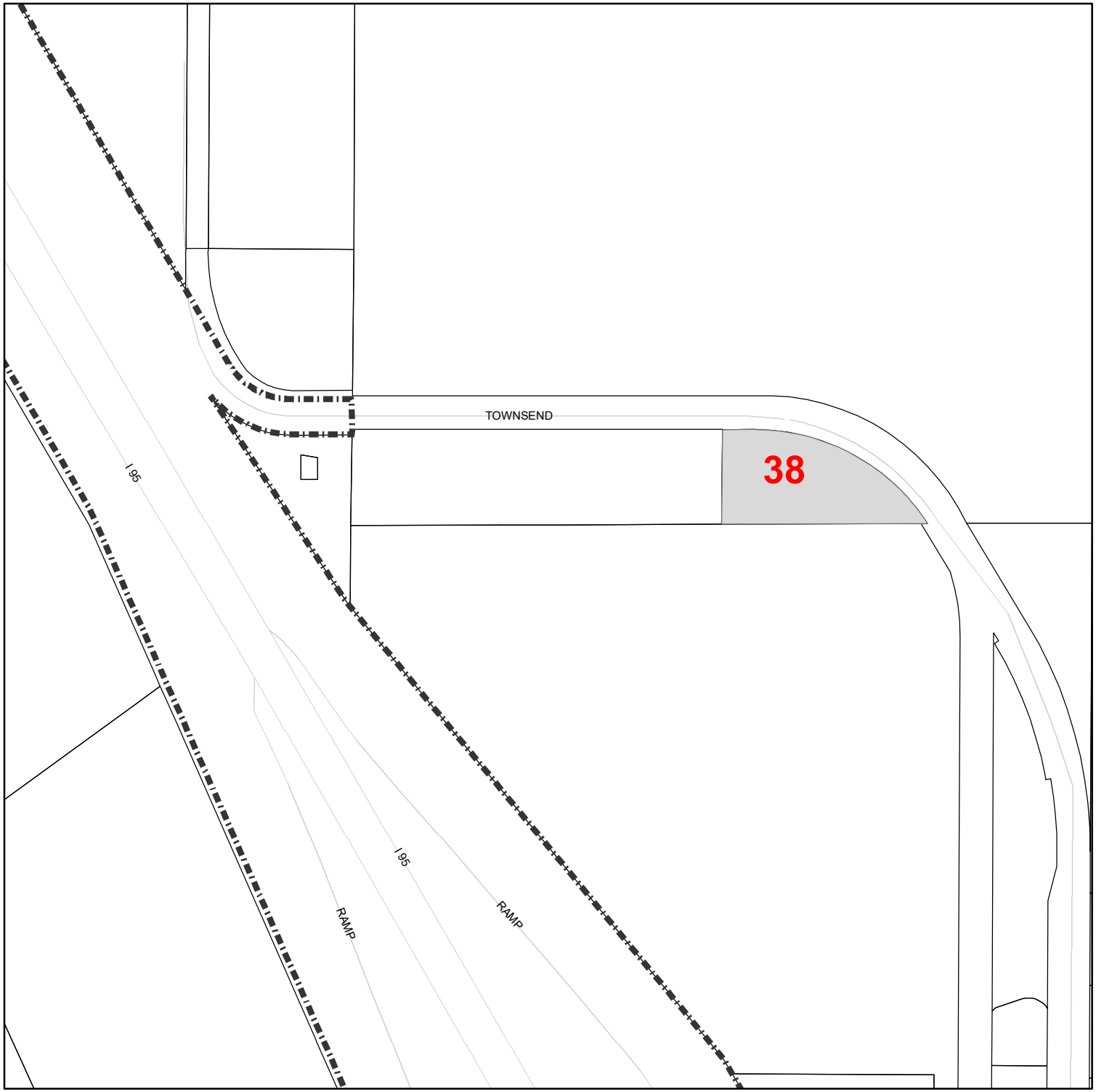
_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
Proposed
Rezoning Area



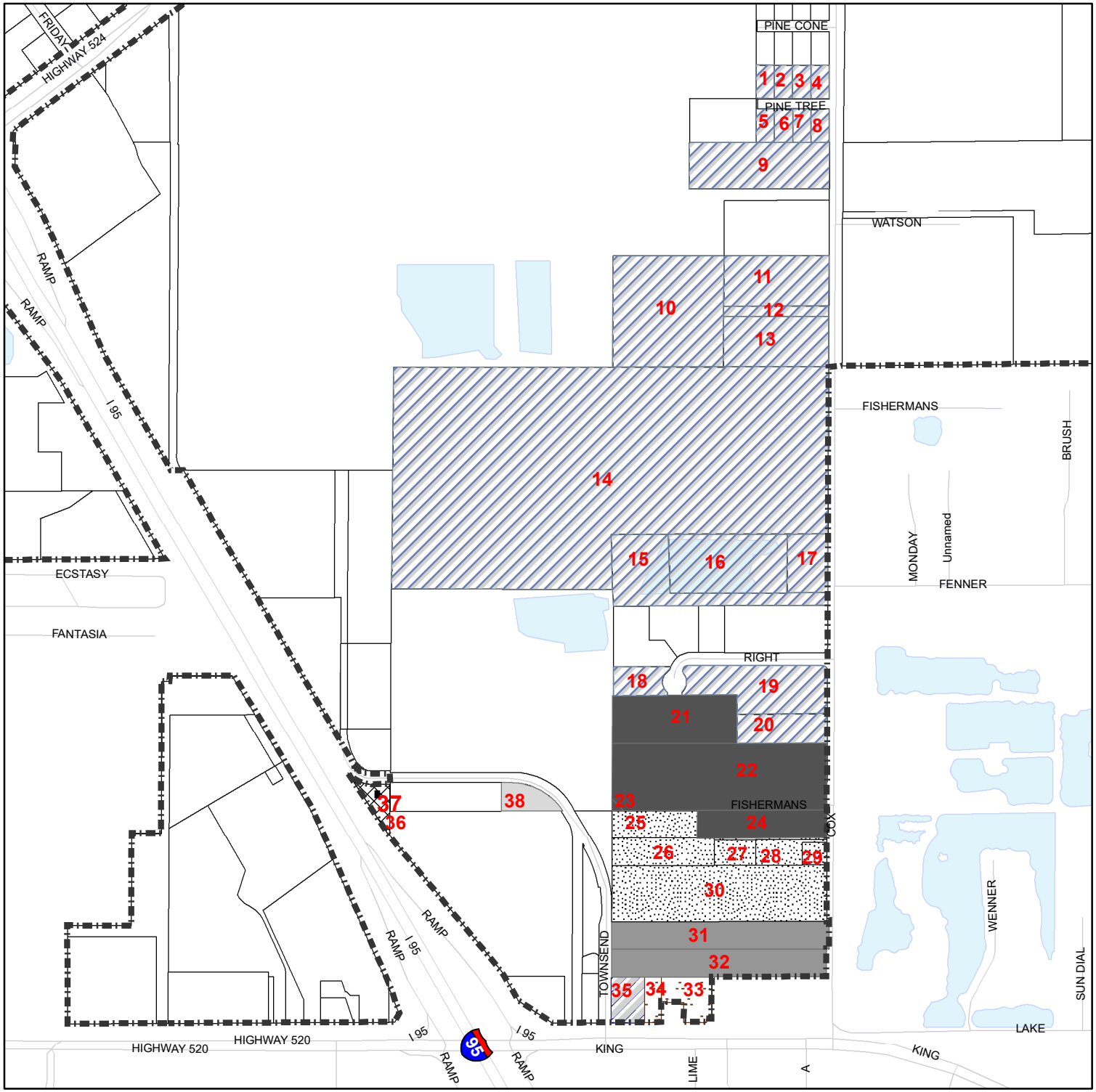
Parcel #
24-35-26-00-776

0 230 460

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey.

It is intended for reference purposes only. © 2019

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENTS

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING :

ORDINANCE 14-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 15-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 16-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 18-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 19-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD , IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSEING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 20-2019

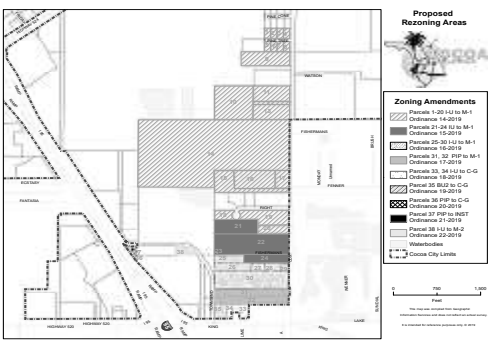
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 21-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE 22-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



CITY COUNCIL WILL CONSIDER THESE ITEMS ON DECEMBER 11, 2019 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612461

Legislation Details (With Text)

File #:	19-631	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/26/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Ordinance No. 24-2019 / 1st Reading: Annexing approximately 139.23 acres of real property located in unincorporated Brevard County (as shown in Exhibit "A") into the City of Cocoa in accordance with Chapter 171 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Annexation Ord 24-2019 with Exhibit A.pdf Exhibit B - Annexation Report.pdf Exhibit C - Letter to Brevard County.pdf Exhibit D - Receipt of Certified Letter (signed).pdf Exhibit E - Pre-Annex Agmt and Petitions (signed).pdf Exhibit F - Notification to property owners.pdf Exhibit G - No Registered Electors on Property to be Annexed.pdf Legal Ad Proof - Annexation - Canaveral Heights.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 22, 2019
Agenda Date: December 11, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 24-2019 / 1st Reading: Annexing approximately 139.23 acres of real property located in unincorporated Brevard County (as shown in Exhibit "A") into the City of Cocoa in accordance with Chapter 171 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code.

BACKGROUND:

Prior to commencing the annexation process, staff prepared a report entitled "Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report," hereinafter referred to as "Annexation Report." The Annexation Report established that the study area, of which the subject area for this annexation is a part, met the requirements for annexation as outlined in Chapter 171 of the Florida Statutes. A copy of the Annexation Report is attached to this agenda item (Exhibit B). The Annexation Report was approved by City Council on October 9, 2019. A copy of the Annexation Report was transmitted to the Brevard County Board of County Commissioners on October 11, 2019 and signed for on October 15, 2019. (Exhibits C and D)

As indicated in the Annexation Report, the City will conduct annexations in accordance with Section 171.0413 (6), Florida Statutes. This section provides that consent of property owners representing at least 50% of the land area and at least 50% of the parcels to be annexed is required and will be obtained by the City of cocoa prior to final adoption of the annexation ordinance. Related to this requirement, the City Council approved a Pre-Annexation Agreement with the applicant and accepted three Petitions of Annexation on November 13, 2019. (Exhibit E)

Staff notified property owners within the annexation area of the City's intent to annex their property along with the date and location of the two public hearings at which this item will be considered. (Exhibit F)

Staff confirmed with the Brevard County Supervisor of Elections that no registered electors currently reside in the proposed annexation area. Attached hereto is a memorandum of record to this effect. (Exhibit G) Pursuant to Florida Statutes, staff will verify that no registered electors reside in the proposed area on the date of the 2nd reading and adoption of the ordinance.

Proposed Annexation Area:

The proposed annexation area is generally located at the intersection of State Road 524 and State Road 520, and more specifically west of Adamson Road and north of State Roads 520 and 524. The metes and bounds description for the proposed annexation area is described in Exhibit "A".

The proposed annexation comprises 59 parcels and ±139.23 acres of real property, of which 43 parcels (122.58 acres) are consenting and 16 parcels (16.65 acres) are non-consenting. This annexation is therefore consistent with the aforementioned requirements of the Florida Statutes.

Current and Proposed Future Land Use and Zoning:

City of Cocoa future land use designation and zoning classification have not been determined and are not required at this time. However, a preliminary land use analysis was performed during the preparation of the Annexation Report.

Adequate Public Facilities

The Annexation Report provided an analysis of facilities available to serve the annexation study area. The Report determined that the City of Cocoa has, and can provide, the necessary public facilities and services to serve the Cape Canaveral Heights, State Road 520 and State Road 524 Annexation study area in the same manner as such services are provided within the rest of the City of Cocoa.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

The future budgetary impact is difficult to fully assess due to the undeveloped nature of the land. The total taxable value for the proposed annexation area will be increased by future development, in this case with a Planned Unit Development containing an unknown number of single-family residences and community amenities.

PREVIOUS ACTION:

City Council approved an Annexation Report entitled "Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report" at its October 9, 2019 regular city council meeting.

City Council approved a Pre-Annexation Agreement and accepted three (3) Irrevocable Petitions to Annex Real Property at it November 13, 2019 regular city council meeting.

RECOMMENDED MOTION:

Ordinance No. 24-2019 / 1st Reading: Annexing approximately 139.23 acres of real property located in unincorporated Brevard County (as shown in Exhibit “A”) into the City of Cocoa in accordance with Chapter 171 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code.

ORDINANCE NO. 24-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 139.23 ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF STATE ROAD 524 AND STATE ROADS 520, AND MORE SPECIFICALLY WEST OF ADAMSON ROAD AND NORTH OF STATE ROADS 520 AND 524; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, on October 9, 2019, the City Council adopted the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report which demonstrates that the real property subject to this Ordinance is appropriate for annexation by the City of Cocoa and that the City of Cocoa has the capability to provide needed public facilities and services to said property ("Annexation Report"). Said Annexation Report is on file at City Hall and is hereby incorporated herein by this reference in support of the annexation adopted by this Ordinance; and

WHEREAS, the metes and bounds legal description of the real property which is subject to annexation by this Ordinance is set forth in Section 2 of this Ordinance; and

WHEREAS, the City Council finds that the City has provided written notice of the subject annexation and report to Brevard County and mailed written notice to the affected property owners in accordance with the requirements of Section 171.042, Florida Statutes; and

WHEREAS, the City Council also finds that the City has published the required legal advertisements twice in a newspaper of general circulation in accordance with Section 171.0413, Florida Statutes; and

WHEREAS, the Cape Canaveral Heights Properties, Inc. Property, the Gigi II LLC Property and the Jacob Aaron Corporation Property are hereinafter referred to as the "Consenting Annexation Properties," totaling 43 parcels of land and consisting of 122.58 acres and legally

described and illustrated in **EXHIBIT "A"**; and

WHEREAS, the owners of the Consenting Annexation Properties have filed with the City, and the City Council has previously accepted, written irrevocable petitions for annexation committing to the City's annexation of the Consenting Annexation Properties into the municipal boundaries of the City of Cocoa; and

WHEREAS, the other real property subject to this Annexation consists of 16 parcels of land and 16.65 acres and are legally described and illustrated in **EXHIBIT "A"** ("Other Annexation Properties"); and

WHEREAS, the Consenting Annexation Properties and Other Annexation Properties are located within unincorporated Brevard County, Florida; and

WHEREAS, there are no registered electors on the Consenting Annexation Properties and Other Annexation Properties; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, does not have any registered electors, and has met all other requirements of Chapter 171, Florida Statutes, including but not limited to the prerequisites for annexation; and

WHEREAS, the Consenting Property Owners are the owners of parcels of land representing more than fifty percent (50%) of the parcels of land in the area to be annexed; and

WHEREAS, the Consenting Property Owners are the owners of more than fifty percent (50%) of the land in the area to be annexed; and

WHEREAS, the City Council has determined that the annexation of the Consenting Annexation Properties and the Other Annexation Properties have met all of the procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of cocoa Comprehensive Plan, Charter, and the City Code; and

WHEREAS, in the best interests of the public health, safety and welfare of the citizens of Cocoa, the City Council of the City of Cocoa desires to annex the real property generally described below into the municipal boundaries of the City of Cocoa; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Cocoa, contained in Cocoa Charter, Article 1, Section 1, shall be redefined to include the subject property.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Annexation of Real Property.** The area of real property, which is more particularly described in the metes and bounds legal description and location map attached hereto as **EXHIBIT "A,"** is hereby annexed into the City of Cocoa by the City Council. **EXHIBIT "A"**, which consists of two (2) pages, is hereby fully incorporated herein by this reference. The real property shall be known as existing within the boundaries of the City of Cocoa, Florida, from the effective date of this Ordinance.

Section 3. **City Boundaries Redefined; Cocoa Charter Amended; Recording.** Pursuant to section 166.031(3), Florida Statutes, and section 171.091, Florida Statutes, the City of Cocoa Charter, Article I, Section 1, shall hereby be amended to redefine the corporate boundaries of the City of Cocoa to include the area of real property described in Section 2 of this Ordinance. The City Clerk shall file the revised Cocoa Charter, Article I, Section 1, with the Department of State within thirty (30) days from the effective date of this Ordinance. The City Clerk shall also file this Ordinance with the Clerk of the Circuit Court of Brevard County, the Chief Administrator of Brevard County, and the Department of State within seven (7) days of the effective date. A copy of the Ordinance shall also be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

[Adoption Page Follows]

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2020.

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

EXHIBIT
tabbies
A
Ordinance 24-2019
PAGE 1 OF 2

DESCRIPTION:

A parcel of land lying in the east 1/2 of Section 28, Township 24 South, Range 35 East, Brevard County, Florida and being more particularly described as follows;

Begin at the intersection of the westerly right-of-way line of Adamson Road and the northerly right-of-way line of State Road No.524; thence South 53°26'00" West, along the north right-of-way line of said State Road No.524, a distance of 388.37 feet to the southeast corner of lands as described in O.R. Book 3582 Page 2877; thence North 36°34'01" West, along the east line of said lands, a distance of 330.00 feet to the northeast corner of said lands; thence South 53°26'01" West, along the north line of said lands as described in O.R. Book 3582 Page 2877 and the north line of lands as described in O.R. Book 2756 Page 302 and the north line of lands as described in O.R. Book 3582 Page 2875 all of the Public Records of Brevard County, Florida, a distance of 396.00 feet to the northwest corner of said lands as described in O.R. Book 3582 Page 2875; thence South 36°34'01" East, along the west line of said lands as described in O.R. Book 3582 Page 2875, a distance of 330.01 feet to a point on the aforesaid northerly right-of-way line of State Road No.524; thence South 53°26'01" West, along said north right-of-way line, a distance of 324.01 feet to the southeast corner of lands as described in O.R. Book 6374 Page 2660 of said Public Records; thence North 36°33'56" West, along the east line of said lands, a distance of 330.01 feet; thence South 53°26'01" West, along the north line of said lands, a distance of 132.00 feet; thence South 36°34'01" East, along the west line of said lands, a distance of 330.01 feet to a point on the aforesaid northerly right-of-way line of State Road No.524; thence South 53°26'01" West, along said north right-of-way line, a distance of 414.94 feet; thence North 36°33'59" West, along said northerly right-of-way line of State Road No.524 and the northerly right-of-way line of State Road No.520 a distance of 32.00 feet to a point on the arc of a 1100.08 foot radius circular curve concave northerly; thence westerly, along the arc of said curve, through a central angle of 27°19'20", a distance of 524.58 feet said curve having a chord bearing of South 73°27'48" West and a chord distance of 519.63 feet to the Point-of-Tangency; thence South 87°39'42" West along the north right-of-way line of State Road No.520 a distance of 20.59 feet to the Point-of-Curvature of a 1100.25 foot radius circular curve concave northerly; thence westerly, along the arc of said curve, through a central angle of 17°43'17", a distance of 340.30 feet said curve having a chord bearing of North 82°56'22" West and a chord distance of 338.95 feet; thence North 74°06'29" West, along said northerly right-of-way line, a distance of 403.04 feet to a point on the north-south midsection line of said Section 28; thence North 00°15'37" East, along said north-south midsection line, a distance of 2855.32 feet to a point on the south line of a FPL agreement as recorded in O.R. Book 561 Page 876 of said Public Records; thence South 89°46'43" East, along said south line, a distance of 2055.51 feet to the northwest corner of lands as described in O.R. Book 3766 Page 1897 of said Public Records; thence South 01°02'16" West, along the west line of said lands and the west line of lands as described in O.R. Book 7566 Page 2584 of said public records, a distance of 937.42 feet to the southwest corner of said lands as described in O.R. Book 7566 Page 2584; thence North 89°47'35" East, along the south line of said lands, a distance of 303.17 feet to the northwest corner of lands as described in O.R. Book 7594 Page 1640 of said Public Records; thence South 01°09'41" West, along the west line of lands as described in O.R. Book 7594 Page 1640, O.R. Book 7476 Page 1366 and O.R. Book 7612 Page 1300 all of said Public Records a total distance of 565.24 feet; thence South 89°35'24" East, along the south line of said lands as described in O.R. Book 7612 Page 1300, a distance of 256.24 feet to a point on the aforesaid west right-of-way line of Adamson Road; thence South 01°12'27" West along said west right-of-way line a distance of 387.12 feet to the Point-of-Beginning

Containing 139.23 acres more or less and being subject to any easements and/or rights-or-ways of record.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. TITLE REPORT NOT PROVIDED.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH-SOUTH MIDSECTION LINE BEING N.00°15'37"E. AN ASSUMED BEARING.
4. THIS SKETCH AND DESCRIPTION IS CERTIFIED CORRECT TO:
   BDM FINANCIAL

CERTIFICATE:

I hereby certify that the sketch and description shown hereon is true and correct to the best of my knowledge and belief, as performed under my direction and supervision, and that it meets or exceeds the standards of practice as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J–17.052 Florida Administrative Code, pursuant to Section 472.027, Florida statutes.

Joseph Barry Cabaniss, P.L.S. Date
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
BUSSEN–MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 28	A SKETCH AND DESCRIPTION PREPARED FOR: BDM FINANCIAL	Date : 03/14/19
Twp.: 24 South		Scale : 1"=600'
Rng.: 35 East	BREVARD COUNTY FLORIDA	P. N. : 391801
Dsn. by : N/A	Bussen-Mayer Engineering Group	Sheet No. 2 of 2
Drn. by : JCC	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	
Chk. by : JBC		



PARCELS TO BE ANNEXED - NOT OWNED BY APPLICANT

Tax Parcel #	Parcel I.D.#	Tax Account #	Owner
10	24-35-28-00-10	2408237	Brown, Clover M; Brown, Tiffany
34	24-35-28-00-34	2408261	Penko, Stanley V; Penko, Jeanette M
755	24-35-28-00-755	2408310	Green, Tammy L
757	24-35-28-00-757	2408312	Green, Milford; Boothe, Christine
759	24-35-28-00-759	2408314	Green, Milford L
773	24-35-28-00-773	2408328	Ditsch, John J
776	24-35-28-00-776	2408331	Nuckols, Edward; Ehresman, Norman D
777	24-35-28-00-777	2408332	Grutzik, Josephine B
787	24-35-28-00-787	2408342	Andreu, Luis Edward
788	24-35-28-00-788	2408343	Biondo, Joseph
800	24-35-28-00-800	2408355	Patel, Atul
801	24-35-28-00-801	2408356	Albright, W Douglas
802	24-35-28-00-802	2408357	Erlman, James; Molto, Roque; Dooley, Edward
805	24-35-28-00-805	2408360	Koontz, Doris M
808	24-35-28-00-808	2441803	Joseph, Celo; Joseph, Marietta
809	24-35-28-00-809	2443045	Carpiniello, Anthony

PARCELS OWNED BY APPLICANT

Tax Parcel #	Parcel I.D.#	Tax Account #	Owner
1	24-35-28-00-1	2408228	Cape Canaveral Heights Properties, Inc.
7	24-35-28-00-7	2408234	Jacob Aaron Corp.
17	24-35-28-00-17	2408244	Jacob Aaron Corp.
20	24-35-28-00-20	2408247	Jacob Aaron Corp.
28	24-35-28-00-28	2408255	Jacob Aaron Corp.
45	24-35-28-00-45	2408277	Gigi II LLC
46	24-35-28-00-46	2408273	Jacob Aaron Corp.
47	24-35-28-00-47	2408274	Jacob Aaron Corp.
56	24-35-28-00-56	2408283	Jacob Aaron Corp.
57	24-35-28-00-57	2408284	Jacob Aaron Corp.
61	24-35-28-00-61	2408288	Jacob Aaron Corp.
71	24-35-28-00-71	2408298	Jacob Aaron Corp.
752	24-35-28-00-752	2408307	Gigi II LLC
754	24-35-28-00-754	2408309	Jacob Aaron Corp.
756	24-35-28-00-756	2408311	Gigi II LLC
758	24-35-28-00-758	2408313	Jacob Aaron Corp.
760	24-35-28-00-760	2408315	Jacob Aaron Corp.
761	24-35-28-00-761	2408316	Gigi II LLC
763	24-35-28-00-763	2408318	Jacob Aaron Corp.
764	24-35-28-00-764	2408319	Jacob Aaron Corp.
766	24-35-28-00-766	2408321	Jacob Aaron Corp.
770	24-35-28-00-770	2408325	Jacob Aaron Corp.
771	24-35-28-00-771	2408326	Jacob Aaron Corp.
772	24-35-28-00-772	2408327	Jacob Aaron Corp.
774	24-35-28-00-774	2408329	Gigi II LLC
778	24-35-28-00-778	2408333	Jacob Aaron Corp.
779	24-35-28-00-779	2408334	Jacob Aaron Corp.
780	24-35-28-00-780	2408335	Jacob Aaron Corp.
781	24-35-28-00-781	2408336	Jacob Aaron Corp.
782	24-35-28-00-782	2408337	Jacob Aaron Corp.
786	24-35-28-00-786	2408341	Jacob Aaron Corp.
789	24-35-28-00-789	2408344	Jacob Aaron Corp.
790	24-35-28-00-790	2408345	Jacob Aaron Corp.
791	24-35-28-00-791	2408346	Jacob Aaron Corp.
792	24-35-28-00-792	2408347	Jacob Aaron Corp.
793	24-35-28-00-793	2408348	Jacob Aaron Corp.
794	24-35-28-00-794	2408349	Jacob Aaron Corp.
795	24-35-28-00-795	2408321	Jacob Aaron Corp.
796	24-35-28-00-796	2408351	Jacob Aaron Corp.
797	24-35-28-00-797	2408352	Jacob Aaron Corp.
798	24-35-28-00-798	2408353	Jacob Aaron Corp.
803	24-35-28-00-803	2408358	Jacob Aaron Corp.
806	24-35-28-00-806	2408361	Jacob Aaron Corp.

SITE DATA

TOTAL SITE AREA:	139.23 AC.±
TOTAL AREA OWNED BY APPLICANT:	122.58 AC.± (88.0%)
TOTAL AREA NOT OWNED BY APPLICANT:	16.65 AC.± (12.0%)

LEGEND

000 LOT OR TRACT OWNED BY APPLICANT

000 LOT OR TRACT NOT OWNED BY APPLICANT

UTILITIES NOTE:

EXISTING SANITARY SEWER 10" FORCEMAIN LIES WITHIN S.R. 524 RIGHT-OF-WAY

EXISTING SANITARY SEWER 12" FORCEMAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

EXISTING POTABLE WATER TRANSMISSION MAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

NOTE:

The purpose of this map is to reflect the limits of proposed annexation to the City of Cocoa for lands owned by the applicant under the following entities;

1.) Cape Canaveral Heights Properties, Inc.
2.) Jacob Aaron Corp.
3.) Gigi II, LLC

Parcel information is shown as per the Brevard County Property Appraiser's website.

LOCATION MAP



EXHIBIT A
Ordinance 24-2019
Page 2 of 2

ANNEXATION MAP PREPARED FOR
Cape Canaveral Heights Properties, Inc.; Jacob Aaron Corp.; Gigi II, LLC
City of Cocoa Florida

Bussen-Mayer Engineering Group, Inc.
105 PARKHILL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0012 • FAX NO.: (321) 454-6889

Sec.: 28
Twp.: 24 South
Rng.: 35 East
Design by : N/A
Drawn by : L.B.
Checked by : J.W.M.

03/19/19 REV. PER ATTORNEY REVIEW AC
DATE REVISIONS

Date : Feb. 20, 2019
Scale : 1" = 200'
Proj. No.: 391801
Sheet No. 1 of 1

C:\Dwg\Proj\391801 MBEngr Group\391801 Layouts\391801 ANNEXATION PLAN.dwg, 3/19/2019 9:21:20 AM, Jerry Cobb, Jerry

CITY OF COCOA
Cape Canaveral Heights
State Road 520 and State Road 524
ANNEXATION REPORT

October 9, 2019

Prepared by:
Nancy Bunt, Community Services Director
Angela Essing, Senior Planner

Cape Canaveral Heights
State Road 520 and State Road 524
ANNEXATION REPORT

This report was prepared pursuant to Section 171.042, Florida Statutes, and sets forth the plans to annex real property located in the NW quadrant of State Road 524 and State Road 520 ("Annexation Study Area"). The Annexation Study Area meets the requirements for annexation under Chapter 171, Florida Statutes. The Annexation Study Area consists of approximately ±139.23 acres of vacant land which has an existing layout of subdivided lots and 60' foot access easements for future residential development. No registered electors exist on the Annexation Study Area, and therefore no referendum on annexation is required by Section 171.0413(6), Florida Statutes. Instead, consent of property owners representing at least 50% of the land area and at least 50% of the parcels to be annexed is required and will be obtained by the City of Cocoa prior to final adoption of the annexation ordinance. This report demonstrates that the City can provide the needed public facilities and services to the Annexation Study Area in the same manner as such services are provided within the rest of the City of Cocoa. Said area is suitable for development for urban purposes.

Introduction

The annexation area considered in this study is located in unincorporated Brevard County, primarily north of the intersection of State Road 524 and State Road 520 bounded on the west vacant, agricultural and residential unincorporated Brevard County parcels, on the east by Adamson Road, on the south by State Road 520 and State Road 524, and on the north by Florida Power and Light Right-Of-Way. This area is in Brevard County Commission District #1, which is currently represented by Commissioner Rita Pritchett. If annexed into the City of Cocoa, the area would be in City Council District #3, which is represented by City Councilmember Don Boisvert. Refer to Exhibit 1 - Location Map.

The development pattern within the annexation area is low density residential with native vegetation. The area to the southeast is currently being developed for urban purposes with a suburban form. This is evidenced by the existing subdivision of lots and tracts within the Annexation Study Area and surrounding area. The Annexation Study Area is surrounded by vacant parcels and single-family development, an agricultural use to the west, residential and vacant vegetation along State Road 520 to the south, and vacant parcels and residential development to the east. The State Road 524 and 520 interchange is located at southernmost point of the annexation area. The State Road 524 and Adamson Road interchange is located at the southeast portion of the annexation area.

The annexation study area is reasonably compact and contiguous to existing City boundaries, is not part of another incorporated municipality, is urban in character, and would not create an enclave upon annexation. The annexation area meets the criteria set forth in subsection 171.043 of the Florida Statutes, entitled, "Character of the Area to be Annexed."

Current and Proposed Future Land Use and Zoning

Following annexation, the City of Cocoa will initiate comprehensive plan amendments to assign the appropriate residential City future land use designations for the annexed properties. The proposed residential future land use designations and zoning classifications presented in this annexation study report are preliminary, they may be modified once a more detailed land use analysis occurs when initiating the necessary comprehensive plan amendments. Preliminarily, Brevard County's and Cocoa's

proposed future land use designations are generally consistent. The proposed area is covered by a Brevard County Future Land Use of Residential 2. The area is zoned AU Agricultural Residential on the eastern portion, TR-3 Mobile Home Park on the northwest portion and RVP Recreational Vehicle Park on the southwest portion. Pursuant to Section 171.062 Florida Statutes, Brevard County land use plan and zoning or subdivision regulations will remain in effect until the City of Cocoa adopts a comprehensive plan amendment for the annexed area. Refer to Exhibit 2 – Brevard County Existing Future Land Use Designations, Exhibit 3 – City of Cocoa Proposed Future Land Use Designations, and Exhibit 4 – Brevard County Existing Zoning, and Exhibit 5 – City of Cocoa Proposed Zoning.

General Land Use Pattern

Surrounding Uses	Current Use	Zoning	Future Land Use	Density Designation
Subject Property	Vacant and residential dwellings	County AU, RVP, & TR-3	County Residential 2	2 du/1 acre
North	Vacant	County AU & RR-1	County Residential 2	2 du/1 acre
East	Commercial businesses and residential dwellings	County AU & County RR-1 & City RR-1	County Neighborhood Commercial & Residential 8	N/A & 8 du/1 acre
South	Vacant	County PUD & BU-1	County Community Commercial & Residential 8	N/A & 2 du/1 acre
West	Vacant	County AU	RES-1	1 du/1 acre

Current and Potential Service Providers

Service	Current Service Providers (Brevard County)	Potential Service Providers (City of Cocoa)
Potable Water	City of Cocoa	City of Cocoa
Wastewater	Private Septic Systems, and Brevard County	Brevard County or City of Cocoa
Reclaimed Water	None	City of Cocoa
Electric Service	Florida Power and Light	Florida Power and Light
Solid Waste	Brevard County/Private haulers	City of Cocoa/Private hauler
Stormwater	Brevard County	City of Cocoa
Police	Brevard County Sheriff's Office	City of Cocoa
Fire	Brevard County Fire Department	City of Cocoa

What follows is a brief description of how the City of Cocoa will provide each of the needed urban services to the Cape Canaveral Heights, Ste Road 520 and State Road 524 study area upon annexation.

Potable Water: The annexation study area is currently served by the City of Cocoa for potable water services. The City has a 36" PCCP (Pre-Stressed Concrete Cylinder) distribution line located within the right-of–way of State Road 524. Within the right-of-way of State Road 520 the City of Cocoa has a 36" PCCP distribution line and a 54" PCCP distribution line. The City also has a network of water service lines including a 12" AC (Asbestos Cement) water main located within the right-of-way of Adamson Road. See Exhibit 6, 7 and 8.

If annexed, the subject properties will remain with the City of Cocoa water service and there will be no interruption of service. The current 10% surcharge for outside-City water service will be discontinued upon annexation.

Wastewater: The annexation study area is currently served by Brevard County Utilities. The County maintains both a 10" sanitary sewer line on State Road 524 and a 12" sanitary sewer line on State Road 520 abutting the subject parcels. Both lines include existing force mains. The City of Cocoa and Brevard County will need to enter into service agreements for this annexation. See Exhibit 9.

Reclaimed Water: The annexation study area is not currently served by Brevard County or the City of Cocoa for reclaimed water services. The City of Cocoa reclaimed water services are expanding to the west with developments like Integra on State Road 524 and with continued expansions will serve this area in the future.

Electric Service: The annexation study area is served by Florida Power & Light for electric services. If annexed, the neighborhood will remain with Florida Power & Light and there will be no interruption of service. Upon annexation, electric rates will remain same.

Solid Waste: The annexation area is currently served by a private solid waste contractor, Waste Management for garbage collection services. Upon annexation, the private solid waste contractor for the City of Cocoa, Waste Management will continue to provide service to this area.

Stormwater Management: The Annexation Study Area will be subject to the City of Cocoa's stormwater utility program upon annexation. Said program is now funded by a levy of an annual stormwater utility special assessment. The assessment provides funding to maintain the City's stormwater utility program which will provide a special benefit to the Annexation Study Area including, but not limited to, maintenance for the retention ponds and drainage features in the area. The amount of the stormwater special assessment would vary depending on the amount of imperviousness on each property, and on whether the annexed properties have existing on-site stormwater management systems and will be billed on the annual tax bill.

The current Rate Schedule for Fiscal Year 2020 (October 1, 2019 - September 30, 2020) Assessment Rates for Single Family Parcels (residential)*

Tier 1: 400-2,300 sq. ft. of impervious area	Tier 2: 2,400-4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$71.96	$110.71	$192.64

*Independent of any common area associated with the parcel.

Assessment Rates for Non-Single-Family Parcels per Equivalent Residential Unit (ERU) is $110.71. Upon annexation, the City of Cocoa will evaluate the area to determine any deficiencies related to drainage and stormwater management.

Police Protection: The annexation area is currently served by the Brevard County Sheriff's Department for crime prevention and police protection services. Upon annexation, the City of Cocoa Police Department has indicated that they would be able to provide crime prevention and police protection services at the same level of service provided to other City residents and businesses with existing resources. The annexation study would become part of the City of Cocoa Police Department's law enforcement jurisdiction.

Fire Protection: The Annexation Study Area is currently served by the Brevard County Fire Department for fire prevention and protection services. Brevard County's Fire Station No. 44 (3785 W. King Street), located ±7.0 miles from the intersection of State Road 520 and State Road 524. Back-up service is provided by Cocoa Fire Department Engine 31 (1740 Dixon Blvd), located ±6 miles from the same intersection, that currently provides ALS (Advanced Life Support) as well as fire protection and prevention service to the area. Upon annexation, the Annexation Study Area will be subject to the City of Cocoa's levy of an annual fire special assessment to fund all or part of the fire protection services and facilities afforded by the City of Cocoa to properties located within the jurisdictional limits of the City of Cocoa. The current Rate Schedule for Fiscal Year 2020 (October 1, 2019 - September 30, 2020) fire assessment rates are as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$215.63	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$152.46	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$9.55	$13.55

Upon annexation, the City of Cocoa's Fire Station No. 3 (3505 SR 524), located ±4 miles from the intersection of State Road 520 and State Road 524, will serve as the primary station. Back-up service will be provided by City of Cocoa's Fire Station No. 1 (1740 Dixon Blvd.), located ±6 miles from the same intersection and Brevard County's Fire Station No. 44 (3785 W. King Street), located ±7.0 miles from the intersection of State Road 520 and State Road 524. All stations will provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

Brevard County and the City of Cocoa currently operate under an Automatic Aid Agreement for ALS services, therefore the existing level of emergency rescue services will be maintained. C.F.R 1910 requires two firefighters outside a structure when any team of firefighters enters a smoke-filled structure. NFPA 1710 requires adequate firefighting personnel on scene prior to fire ground interior operations. These two mandates essentially require that initial and back-up units arrive on scene to provide safe and effective fire scene operations. Therefore, the City of Cocoa is, for all intents and purposes, in a better position to provide fire prevention and protections services due to the closer proximity of back-up resources.

Summary

The Cape Canaveral Heights, State Road 520 and State Road 524 Annexation Study Area is contiguous and compact and, upon annexation, would provide a logical extension of City boundaries. Said area is currently subdivided and suitable for urban purposes. The City of Cocoa has, and can provide, the necessary public facilities and services to serve the Cape Canaveral Heights, State Road 520 and State Road 524 Annexation study area in the same manner as such services are provided within the rest of the City of Cocoa.

Exhibit 1

EXHIBIT 1



PARCELS TO BE ANNEXED - NOT OWNED BY APPLICANT

Tax Parcel #	Parcel I.D.#	Tax Account #	Owner
10	24-35-28-00-10	2408237	Brown, Clover M; Brown, Tiffany
34	24-35-28-00-34	2408261	Penko, Stanley V; Penko, Jeanette M
755	24-35-28-00-755	2408310	Green, Tommy L
757	24-35-28-00-757	2408312	Green, Milford; Boothe, Christine
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773	24-35-28-00-773	2408328	Ditsch, John J
776	24-35-28-00-776	2408331	Nuckols, Edward; Ehresman, Norman D
777	24-35-28-00-777	2408332	Grutzik, Josephine B
787	24-35-28-00-787	2408342	Andreu, Luis Edward
788	24-35-28-00-788	2408343	Biondo, Joseph
800	24-35-28-00-800	2408355	Patel, Atul
801	24-35-28-00-801	2408356	Albright, W Douglas
802	24-35-28-00-802	2408357	Erlman, James; Motte, Roque; Dooley, Edward
805	24-35-28-00-805	2408360	Koontz, Doris M
808	24-35-28-00-808	2441803	Joseph, Celo; Joseph, Marietta
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28	24-35-28-00-28	2408255	Jacob Aaron Corp.
45	24-35-28-00-45	2408277	Gigi II LLC
46	24-35-28-00-46	2408273	Jacob Aaron Corp.
47	24-35-28-00-47	2408274	Jacob Aaron Corp.
56	24-35-28-00-56	2408283	Jacob Aaron Corp.
57	24-35-28-00-57	2408284	Jacob Aaron Corp.
61	24-35-28-00-61	2408288	Jacob Aaron Corp.
71	24-35-28-00-71	2408298	Jacob Aaron Corp.
752	24-35-28-00-752	2408307	Gigi II LLC
754	24-35-28-00-754	2408309	Jacob Aaron Corp.
756	24-35-28-00-756	2408311	Gigi II LLC
758	24-35-28-00-758	2408313	Jacob Aaron Corp.
760	24-35-28-00-760	2408315	Jacob Aaron Corp.
761	24-35-28-00-761	2408316	Gigi II LLC
763	24-35-28-00-763	2408318	Jacob Aaron Corp.
764	24-35-28-00-764	2408319	Jacob Aaron Corp.
766	24-35-28-00-766	2408321	Jacob Aaron Corp.
770	24-35-28-00-770	2408325	Jacob Aaron Corp.
771	24-35-28-00-771	2408326	Jacob Aaron Corp.
772	24-35-28-00-772	2408327	Jacob Aaron Corp.
774	24-35-28-00-774	2408329	Gigi II LLC
778	24-35-28-00-778	2408333	Jacob Aaron Corp.
779	24-35-28-00-779	2408334	Jacob Aaron Corp.
780	24-35-28-00-780	2408335	Jacob Aaron Corp.
781	24-35-28-00-781	2408336	Jacob Aaron Corp.
782	24-35-28-00-782	2408337	Jacob Aaron Corp.
786	24-35-28-00-786	2408341	Jacob Aaron Corp.
789	24-35-28-00-789	2408344	Jacob Aaron Corp.
790	24-35-28-00-790	2408345	Jacob Aaron Corp.
791	24-35-28-00-791	2408346	Jacob Aaron Corp.
792	24-35-28-00-792	2408347	Jacob Aaron Corp.
793	24-35-28-00-793	2408348	Jacob Aaron Corp.
794	24-35-28-00-794	2408349	Jacob Aaron Corp.
795	24-35-28-00-795	2408321	Jacob Aaron Corp.
796	24-35-28-00-796	2408351	Jacob Aaron Corp.
797	24-35-28-00-797	2408352	Jacob Aaron Corp.
798	24-35-28-00-798	2408353	Jacob Aaron Corp.
803	24-35-28-00-803	2408358	Jacob Aaron Corp.
806	24-35-28-00-806	2408361	Jacob Aaron Corp.

SITE DATA

TOTAL SITE AREA:	139.23 AC.±
TOTAL AREA OWNED BY APPLICANT:	122.58 AC.± (88.0%)
TOTAL AREA NOT OWNED BY APPLICANT:	16.65 AC.± (12.0%)

LEGEND

000 LOT OR TRACT OWNED BY APPLICANT

000 LOT OR TRACT NOT OWNED BY APPLICANT

LOCATION MAP



NOTE:

The purpose of this map is to reflect the limits of proposed annexation to the City of Cocoa for lands owned by the applicant under the following entities;

1.) Cape Canaveral Heights Properties, Inc.
2.) Jacob Aaron Corp.
3.) Gigi II, LLC

Parcel information is shown as per the Brevard County Property Appraiser's website.

UTILITIES NOTE:

EXISTING SANITARY SEWER 10" FORCEMAIN LIES WITHIN S.R. 524 RIGHT-OF-WAY

EXISTING SANITARY SEWER 12" FORCEMAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

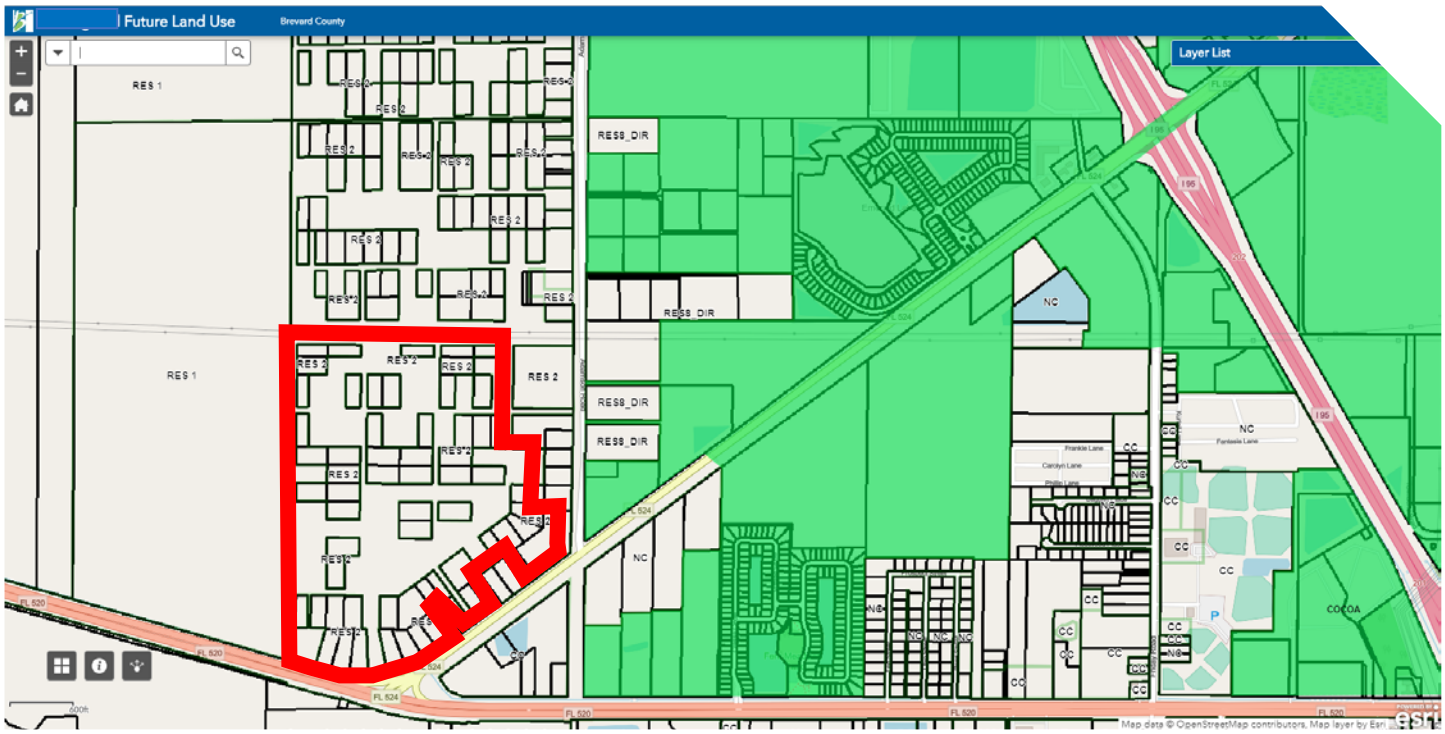
EXISTING POTABLE WATER TRANSMISSION MAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

Sec.: 28	
Twp.: 24 South	
Rng.: 35 East	
Design by : N/A	
Drawn by : L.B.	
Checked by : J.W.M.	
Date : Feb. 20, 2019	
Scale : 1" = 200'	
Proj. No.: 3918D1	
Sheet No.	1 of 1

02/21/19 | RCF FOR ATTORNEY REVIEW | 4

ANNEXATION MAP PREPARED FOR
Cape Canaveral Heights Properties, Inc.; Jacob Aaron Corp.; Gigi II, LLC
City of Cocoa, Florida

Bussen-Mayer Engineering Group, Inc



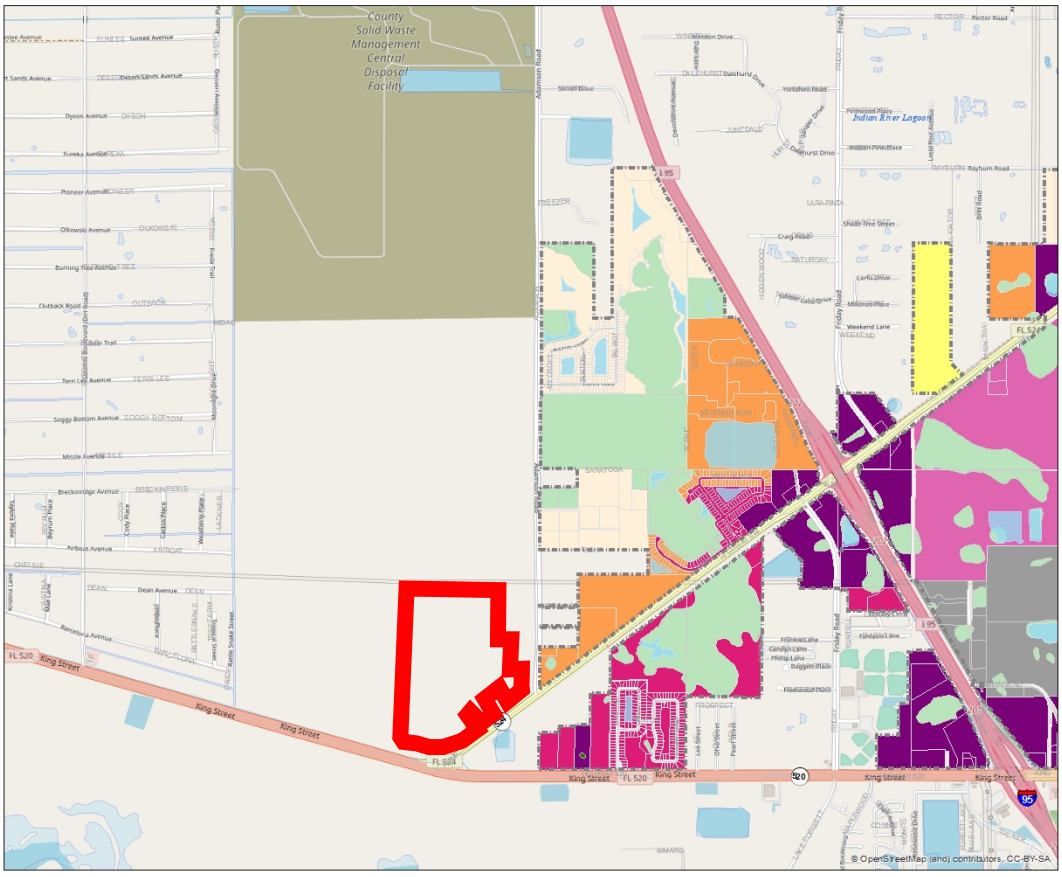


Exhibit 3
Future Land Use Map

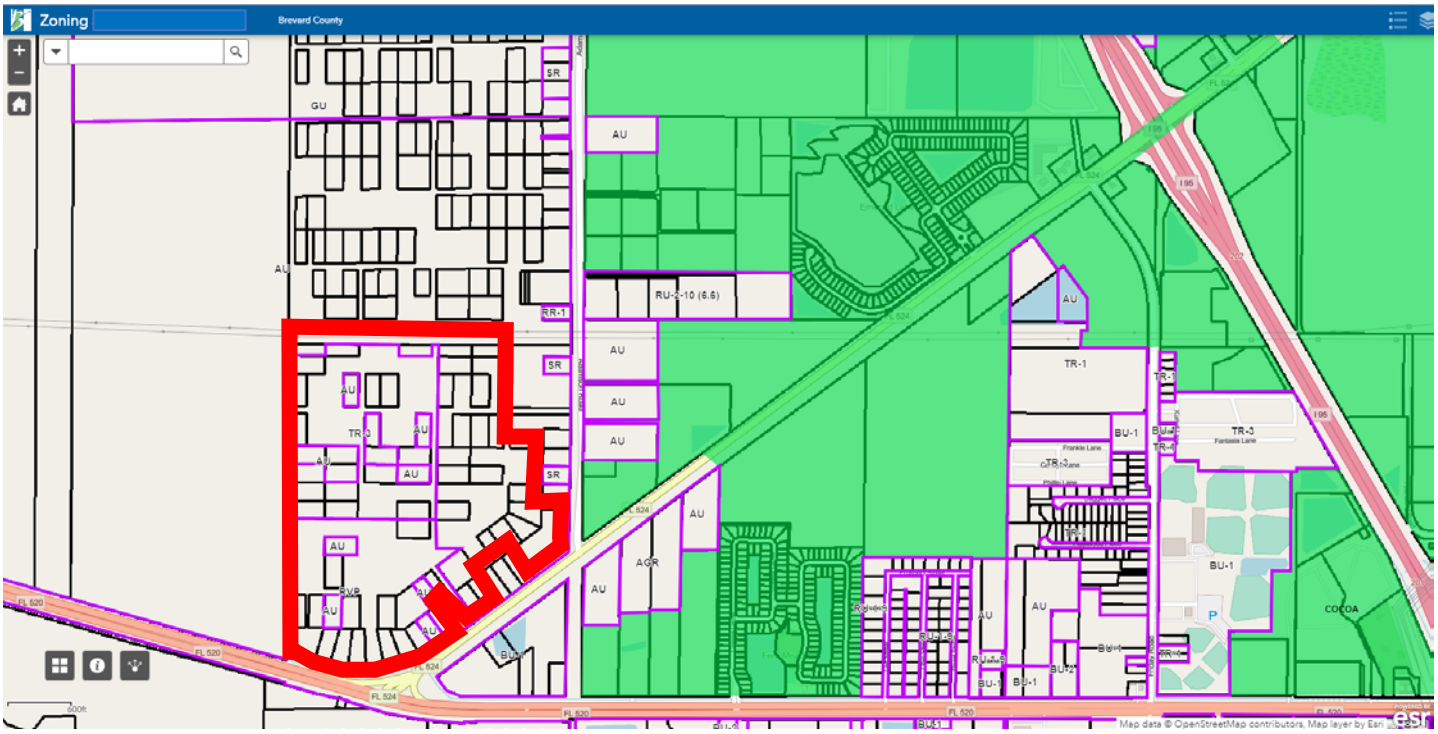
COCOA FLORIDA

- Cocoa City Limits
- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Regional Activity Center
- Neighborhood Commercial
- Commercial
- Industrial
- Institutional
- Recreation/Open Space
- Conservation

0 0.3 0.6
Miles

This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2019

Exhibit 4



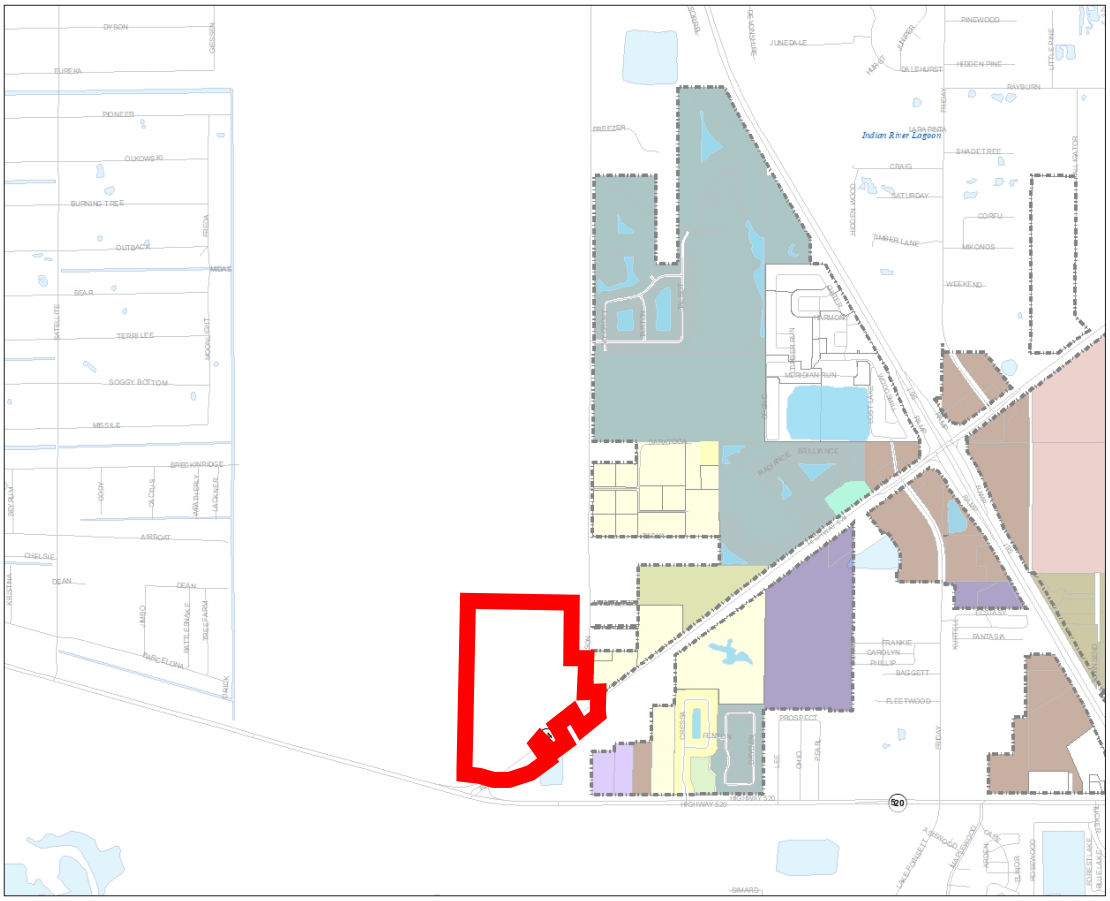


Exhibit 5
Zoning Map

COCOA FLORIDA

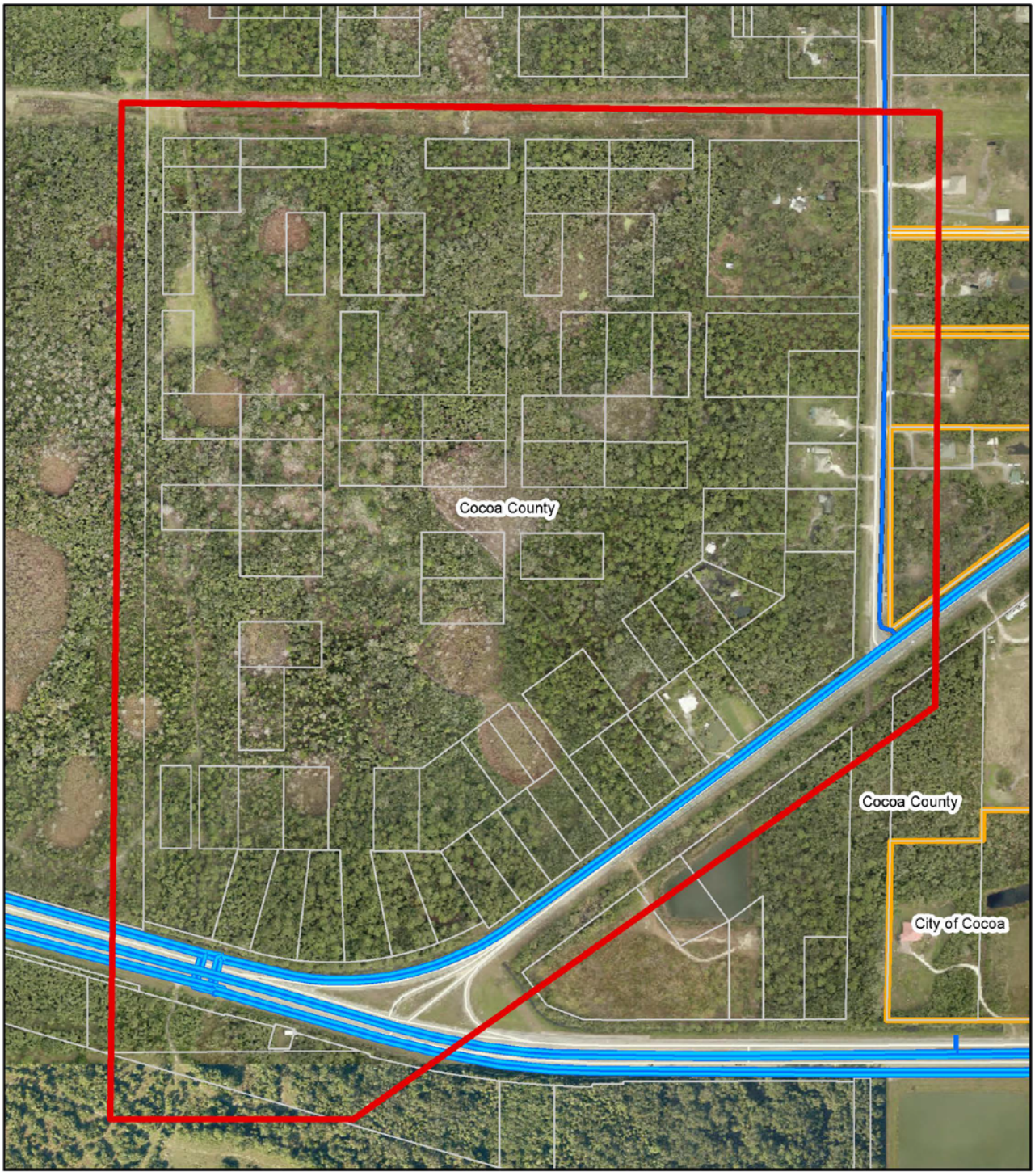
Zoning

Zoning Classification

- RA
- RR-1
- RE
- RU-1-7
- RU-1-7a
- RU-2-10
- RU-2-15
- RU-2-25
- RM-3
- R-P
- C-R
- C-N
- CBD
- CBD-CVO
- P-S
- C-P
- C-C
- C-G
- C-W
- PUD
- UMD
- INST
- M-1
- M-2
- CNTY Zone
- Cocoa City Limits
- Waterbodies

0 0.325 0.65
Miles

This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2019



Legend

Water Mains
20" to 54"

Sewer Mains
Cocoa

Reclaim Mains
Cocoa

N
W E
S

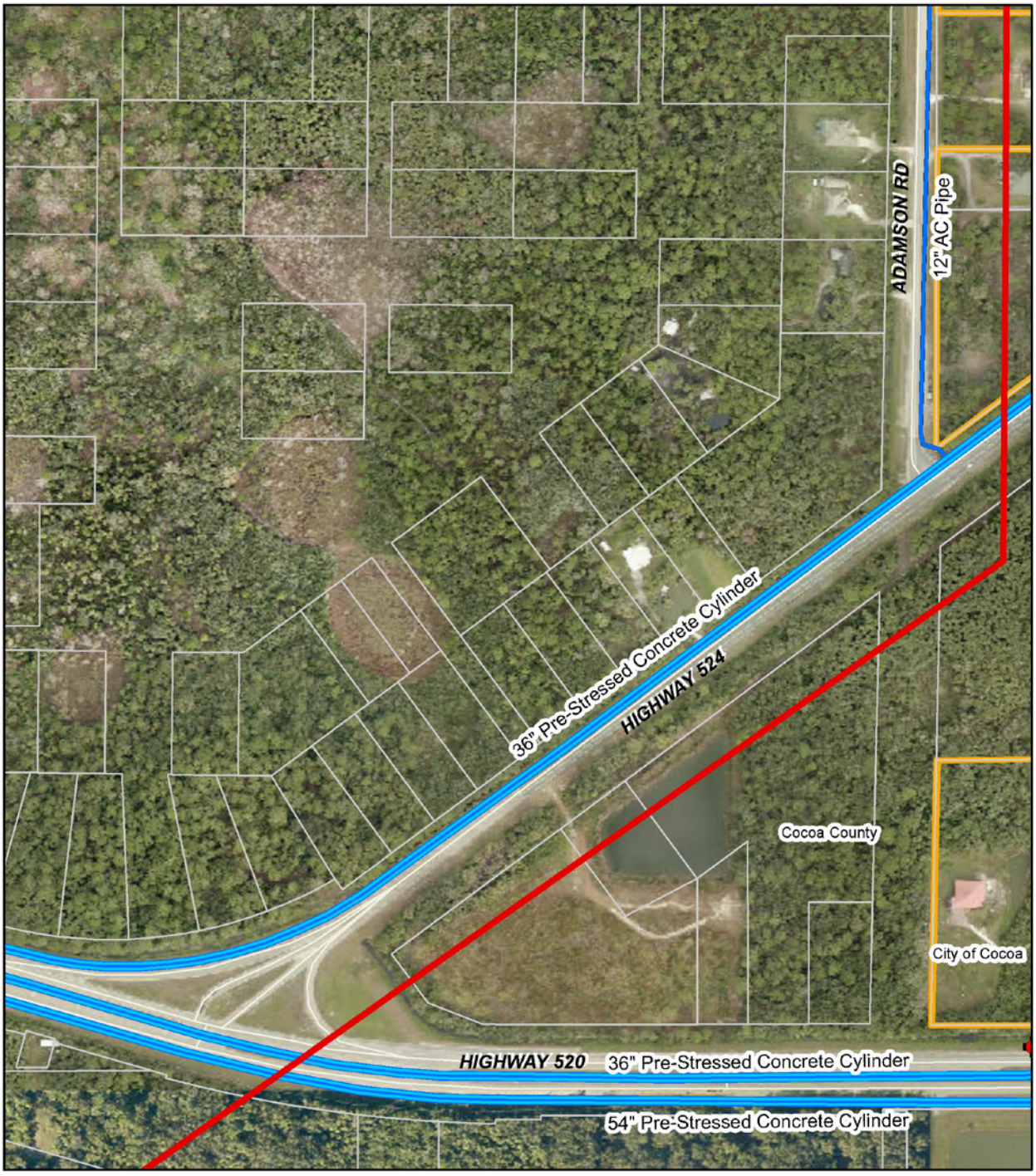
524 & 520 Overall

COCOA FLORIDA

City of Cocoa
Utilities Department
Engineering
351 Shearer Blvd.
Cocoa FL 32922

Date: 4/16/2019
Name: RHall

Disclaimer: Maps are for reference purposes only and are not intended to replace any official record. The user is responsible for confirming the accuracy of all data contained herein.



Legend

Water Mains
- 12" Pipe
- 20" to 54"

Sewer Mains
- Cocoa

Reclaim Mains
- Cocoa

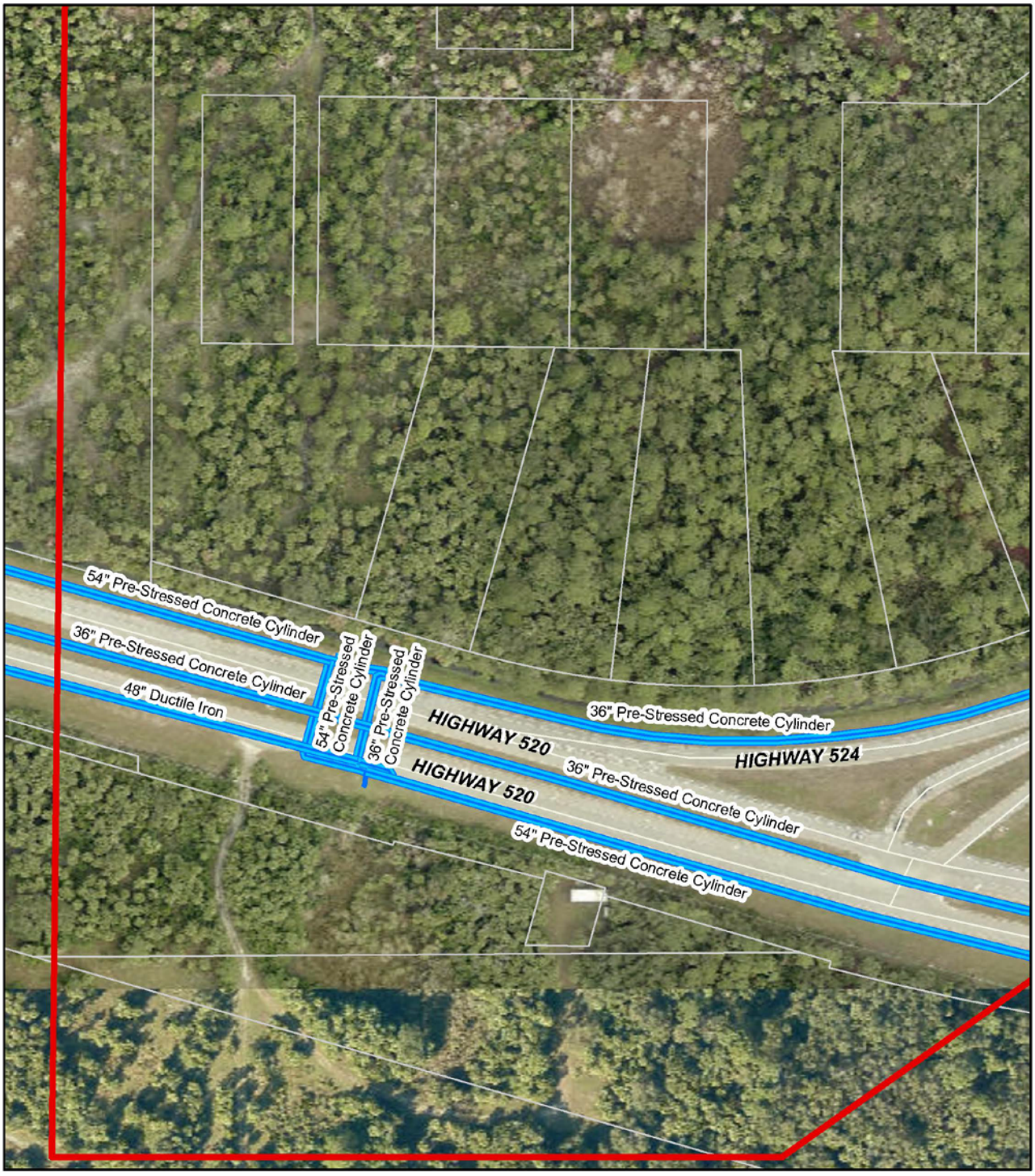
N W E S

524 & 520 North End

COCOA FLORIDA

City of Cocoa
Utilities Department
Engineering
351 Shearer Blvd
Cocoa FL 32922
Date: 4/18/2019
Name: RHall

Disclaimer: Maps are for reference purposes only and are not intended to replace any official record. The user is responsible for confirming the accuracy of all data contained herein.



Legend

Water Mains
20" to 54"

Sewer Mains
Cocoa

Reclaim Mains
Cocoa

N
W E
S

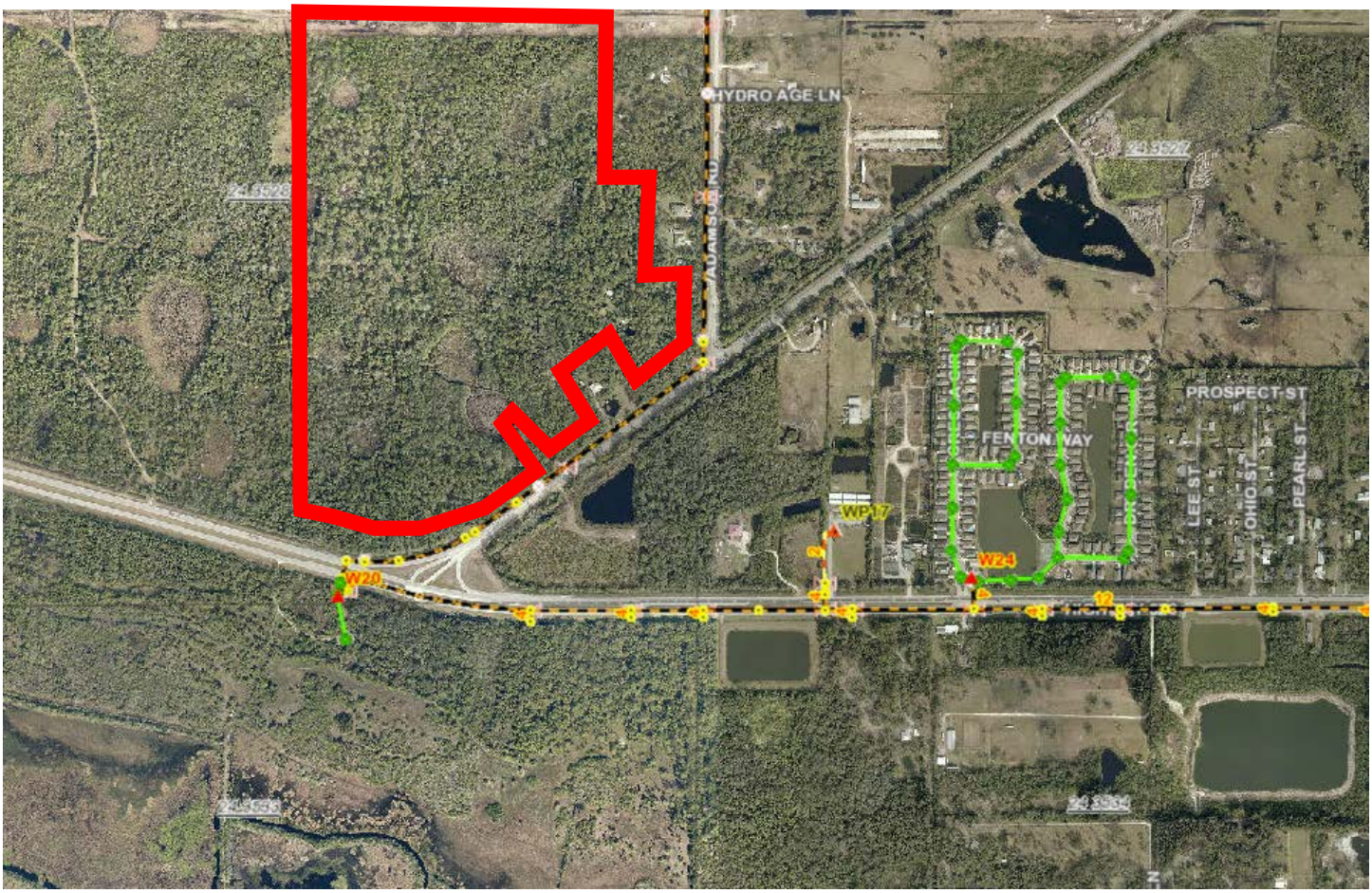
524 & 520 South End

COCOA FLORIDA

City of Cocoa
Utilities Department
Engineering
351 Shearer Blvd.
Cocoa FL 32922

Date: 4/16/2019
Name: RHall

Disclaimer: Maps are for reference purposes only and are not intended to replace any official record. The user is responsible for confirming the accuracy of all data contained herein.



Brevard County Utility Services

yellow and black lines = force main lines
green lines = sewer gravity lines

City Manager's Office
65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8686 I Fax: (321) 433-8690

October 11, 2019

Ms. Eden Bentley
Brevard County Attorney
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940

VIA CERTIFIED MAIL

RE: City of Cocoa Cape Canaveral Heights, State Road 524 and State Road 520 Annexation Report

Dear Ms. Bentley:

A property owner generally located northwest of State Road 524 and State Road 520 has expressed a desire to annex into the corporate limits of the City of Cocoa.

Approval of these annexation requests in a voluntary and individual nature would be both a costly and inefficient undertaking by the City. In order to ensure an appropriate character and appearance of development, to further advance the City's goals of encouraging orderly growth, creating rational boundaries, and achieving economies of scale in the provision of municipal services, the City is proposing to conduct annexations within the study area in accordance with the annexation authority afforded to the City by Section 171.0413 of the Florida Statutes. Section 171.042 of the Florida Statutes requires an annexation report demonstrating that the City can adequately deliver urban services to the subject area. Enclosed herewith is a copy of the annexation report that serves as a prerequisite to initiating the annexation process.

The City of Cocoa is formally transmitting this report to you and notifying the Brevard County Board of County Commissioners that the City of Cocoa is capable of delivering urban services to the area. The City will seek to annex the proposed study area through one annexation. The City is beginning to process the annexation; however, specific dates for the hearings are yet to be determined.

I would be happy to direct members of our staff to meet with any County representatives who might have questions regarding this proposed action. We look forward to working with you on this matter.

Sincerely,

John A. Titkanich, Jr., AICP, ICMA-CM
City Manager
City of Cocoa

Attachment

c: Cocoa City Council
The Honorable Kristine Isnardi, Chairperson, District 5
The Honorable Rita Pritchett, District 1
The Honorable Bryan Lober, District 2
The Honorable John Tobia, District 3
The Honorable Curt Smith, District 4
Frank Abbate, County Manager

BCPAO - Property Search | Zoning Map | USPS.com® - USPS Tracking® | Contact Us | USPS

tools.usps.com/go/TrackConfirmAction?qtc_tLabels1=70191120000138367317

USPS Tracking®

Tracking FAQs >

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Track Packages Anytime, Anywhere

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Remove ×

Tracking Number: 70191120000138367317

Status

Delivered

Your item was delivered to the front desk, reception area, or mail room at 1:51 pm on October 15, 2019 in MELBOURNE, FL 32940.

October 15, 2019 at 1:51 pm
Delivered, Front Desk/Reception/Mail Room
MELBOURNE, FL 32940

Get Updates

Delivered

Text & Email Updates

Tracking History

Product Information

See Less

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Eden Bentley
Brevard County
2725 Judge Fran Jamison
Bldg 3rd Floor
Viera FL 32940

2. Article Number (Transfer from service label)

9590 9402 5171 9122 8598 62

7019 1120 0001 3836 7317

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

MICHELLE RYAN

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

USPS TRACKING#

9590 9402 5171 9122 8598 62

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Cocoa
Community Services
Attn: Angela Essig
65 Stone St
Cocoa, FL 32922

7019 1120 0001 3836 7317

U.S. Postal Service™
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Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

MELBOURNE, FL 32940

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Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.70
Total Postage and Fees	$4.20

COCOA FL 32922 0250
OCT 1 2019
Postmark Here
USPS
10/11/2019

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL

9171 7199 9991 7038 2026 6075

replaced usps 7019 1120 0001 3836 7317

Ms. Eden Bentley
Brevard County
2725 Judge Fran Jamieson Way
Suite 308
Viera, FL 32940

City of Cocoa
Community Services
Planning and Zoning
65 Stone Street
Cocoa, FL 32922

COCOA VILLAGE
600 FLORIDA AVE STE 101
COCOA, FL 32922-9998
111727-0250
(800)275-8777
10/11/2019 03:04 PM

Product	Qty	Unit Price	Price
Prepaid Mail (Weight:0 lbs. 1.90 oz.) (Destination:MELBOURNE, FL 32940) (Acceptance Date:10/11/2019 15:04:03) (USPS Tracking #) (70191120000138367317)			$0.00
Total:			$0.00

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Track your Packages
Sign up for FREE @
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Refunds for guaranteed services only.
Thank you for your business.

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Go to:
https://postalexperience.com/Pos

840-5327-0313-001-00025-18852-01

or scan this code with
your mobile device:

or call 1-800-410-7420.

YOUR OPINION COUNTS

Receipt #: 840-53270313-1-2518852-1
Clerk: 05

City of Cocoa

&

First National Real Estate Company,

Gigi II, LLC and

Jacob Aaron Corp.

Pre-Annexation Development Agreement

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EXHIBITS:

A SKETCH AND LEGAL DESCRIPTION

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

For Recording Purposes Only

CITY OF COCOA/
First National Real Estate Company.
PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of November, 2019, by and between First National Real Estate Company, a Florida corporation successor by merger with Cape Canaveral Heights Property, Inc., Gigi II, LLC, a Florida limited liability company, and Jacob Aaron Corp., a Florida corporation (collectively, the **"Developer")** and the City of Cocoa, a municipal corporation created pursuant to the laws of the State of Florida (the **"City").**

RECITALS

The **Developer** owns approximately 122.58 acres of property currently located in unincorporated Brevard County, Florida, described and depicted in **Exhibit"A"** attached to and incorporated in this Agreement (hereafter referred to as the "Property").

The Property is currently located in unincorporated Brevard County, Florida.

The **Developer** has contemplated, considered, and developed plans for the long-range development of the Property.

1. The Developer desires to create a framework with all necessary governmental agencies, including without limitation, the **City,** to facilitate the orderly

development of the entire Property in accordance with the laws of the State of Florida.

2. The **Developer** has proceeded to prepare, and will submit, appropriate applications for the project to be approved by the City of Cocoa, Florida.

3. The **Developer** and the **City** have been jointly investigating the possibility of annexing the Property into the City of Cocoa and processing land use and other approvals under the City of Cocoa Land Development Regulations and other applicable **City** requirements as set forth below.

4. The **Developer** has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement.

5. The **City** has encouraged **Developer** to annex into the **City** and anticipates the continuing permanent benefit which the **City** will receive by virtue of annexing **Developer's** Property and acquiring the right to provide municipal services to **Developer's** Property.

6. The **City** likewise anticipates that the annexation will be beneficial and acknowledges the continuing permanent benefit which the **City** will receive by virtue of its authority, from time to time, to levy taxes, fees, special assessments and user charges that will be paid to the **City** after annexation of the Property, as well as the opportunity that the **City will** have to assist in master planning and facilities planning of property surrounding the Property.

7. The **City** has determined it to be in its best interest to assure **Developer** of the future availability of municipal water.

8. Pursuant to the regulations set forth in City of Cocoa Code, Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District, the **Developer's** plan to submit development permit applications to develop the Property as a high-quality, residential planned unit development, which the **City** anticipates will be of substantial economic benefit to the **City** and its citizens.

9. Therefore, in reasonable reliance upon the provision of municipal services and other inducements to annex, **Developer** has filed with the **City** several Irrevocable Petitions to Annex Real Property into the City of Cocoa, Florida, pursuant to Chapter 171, Florida Statutes (collectively "Petition for Annexation") and the City will process an application for amendment to the **City's** Comprehensive Plan and an application for Rezoning.

10. **Developer** and **City** believe that it is in the best interest of each party to enable the Property to continue to be developed as further described herein, in accordance with Part II of Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act (the "Act"), other applicable Florida Law and the Charter and Code of Ordinances of the City of Cocoa, Florida, and, therefore, **Developer** and **City** agree that this Agreement is entered into under the **City's** municipal home rule powers.

11. **City** and **Developer** hereby acknowledge and warrant to the other that this Agreement and any future acts as required hereby are binding and enforceable on the **City** and **Developer** in accordance with their terms. **Developer** hereby further represents that it has the unrestricted right to impose all of the covenants and conditions set forth herein and as contemplated by the **City's** Land Development Regulations.

12. **Developer** is willing to annex if the **City** supports the **Developer's** efforts. However, **Developer** recognizes and acknowledges that such support is subject to due process and statutory requirements to amend the **City's** Comprehensive Plan and Future Land Use Map to designate the Property as set forth herein and consistent therewith zone the Property as set forth herein in accordance with applicable **City** requirements.

13. The agreement of the **City** to provide inducements as set forth in this Agreement and be bound by this Agreement, as well as the **City's** assurance to the **Developer** that this Agreement is enforceable against the **City** and that the **City** will not seek to thwart enforcement based on any claim of invalidity based on existing legal precedent in effect on the effective date of this Agreement, are all material inducements to the **Developer** to enter into this Agreement, and the **Developer** would not voluntarily annex into the **City** or enter into this Agreement but for such agreement and assurances by the

City.

14. The agreement of the **Developer** to annex the Property into the **City** and to develop the Property as set forth in this Agreement are material inducements for the **City** to enter into this Agreement and the **City** would not enter into this Agreement but for such agreement and assurances by the **Developer.**

15. The agreement of the **Developer** to annex the Property into the **City** and to develop the Property as set forth in this Agreement are material inducements for the **Developer** to enter into this Agreement and the **Developer** would not enter into this Agreement but for such agreement and assurances by the **City.**

16. The parties agree that this Agreement constitutes a development agreement preceding any plan amendment or rezoning of the Property, and **Developer's** duties hereunder constitute a preceding inducement for the proposed amendment to the comprehensive plan and the rezoning.

ACCORDINGLY, in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS. The above recitations are true and correct are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits referenced in this Agreement are hereby deemed a part hereof.

SECTION 2. AUTHORITY. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 106, Florida Statutes), and the **City's** Charter. The parties specifically agree that this Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act, Section 163.3220-163.3243, Fla. Stat., nor do the provisions of said supplemental act apply to this Agreement

SECTION 3. ANNEXATION. **Developer** has filed a Petition for Annexation of the

Property conditioned upon the prior or concurrent adoption of this Agreement. The **City** has previously initiated the process to accomplish the annexation in accordance with law by filing an Annexation Study Report dated and approved by the City Council on October 9, 2019 with the Brevard County Commission in accordance with Section 171.042, Florida Statutes.

SECTION 4. INDUCEMENTS FOR ANNEXATION. The **Developer** is willing to annex the Property to the City of Cocoa in return for the **City's** agreement to cooperate, facilitate, consummate, and implement the following:

4.1 **Orderly Development of Land Uses on the Property.** The parties agree that the orderly, comprehensively planned and integrated development of the Property is in the best interests of the **Developer** and the **City.** With respect to the Property, the **City** agrees that it will process and review the future land use designations in its Comprehensive Plan consistent with low density residential and rezoning consistent with the Planned Unit Development zoning district designations. The **City** finds these land uses and intensities to be consistent with its Comprehensive Plan and Land Development Code. The **City's** processing of these Comprehensive Plan Amendments and rezonings shall be subject to necessary public participation and hearings as required by law and submission of substantial, competent evidence in support thereof. The PUD rezoning is also subject to **Developer** diligently preparing and submitting for **City** consideration and approval acceptable preliminary and final development plan applications in accordance with Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District, and **Developer** acknowledges and agrees that approval of a PUD zoning designation by the City Council shall be contingent upon Developer submitting acceptable preliminary and final development plans.

4.2 **Submittal of Applications and Documentation. Developer** has submitted to the **City** such applications and other documentation and shall comply with such other procedures as may be normally and customarily required by the **City** for comprehensive plan amendments, rezonings, plats, site plans and other development approvals or permits.

4.3 **Development.** The parties recognize and acknowledge that **Developer** may engage one or more developers or builders, other than **Developer,** to effect the

development of the Property, including the sale or long-term lease of all or portions of the Property in accordance with this Agreement.

4.4 **Compliance with City Laws and Regulations.** Except as otherwise set forth herein, all development of the Property shall be subject to compliance with current existing **City** Land Development Regulations, and with regulations of state, local and federal agencies. Except as otherwise set forth herein, none of the provisions of this Agreement shall be deemed to amend, modify or otherwise change the provisions of any such ordinance or regulation of the City or any other governmental agency. Development of the remainder of the Property shall be subject to the **City's** ordinances, codes, and resolutions as amended from time to time.

4.5 **Impact Fees.** **Developer** agrees to pay applicable impact fees which may be imposed by the **City** and Brevard County, so long as such fees comply with Florida law.

4.6 **Wetlands as Open Space.** The **City** agrees that the acreage of any preserved wetlands located on the Property may be counted towards any open space acreage requirements of the City subject to the requirements of Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District. Access improvements to a preserved wetland such as a recreational boardwalk, path or trail installed through the wetlands area, will be credited towards open space for the width of the boardwalk, path or trail and 50 feet (25 feet on each side) into the wetland. However, if the boardwalk, path or trail is installed in the upland buffer of the wetland then the open space credit shall apply only to the width of the boardwalk, trail, or path and 25 feet on the wetland side. The parties acknowledge that portions of the lake/conservation/retention are as shown in the Exhibits may be identified as wetlands. **Developer** may use, impact or develop wetlands provided that such use, impact and development is in compliance with all federal, state, city, and water management district regulations.

4.7 **Reserved.**

4.8 **Water, Wastewater and Reclaimed Water Service.** The **Developer** agrees to purchase water service (hereafter "Utilities") exclusively from the **City** as available.

SECTION 5. PROPERTY OWNERSHIP: INDUCEMENT OF CITY SERVICES AND

COMMITMENTS.

Based on **Developer's** acknowledgement and representation to the **City** that **Developer** is the owner of the Property and that **Developer** is empowered to enter into this Agreement, the **City** is willing to provide the City services and abide by the commitments hereunder in return for the **Developer's** agreement to cooperate, facilitate, consummate, and implement the following:

5.1 Upon execution of this Agreement by both parties, **Developer** shall diligently process all necessary development permit applications to construct a residential PUD development project on the Property.

5.2 Unless otherwise mutually agreed by the parties in writing, the residential development project shall consist of a Planned Unit Development (PUD) rezoning application including the following characteristics:

A maximum density of 4 dwelling units (d.u.) per gross acre.
Minimum lot widths of 50'.
Minimum Lot Size of 5,000 square feet.
Minimum of one (1) enclosed parking space and two (2) driveway spaces.
4' wide sidewalks along interior roadways.
Preserved wetlands shall be counted as open space acreage on a one to one per acre or (fraction thereof) basis in accordance with Section 4.6 of this Agreement.
Minimum internal roadway drive lane width of 11', or 22' for a two way street.

SECTION 6. DUE DILIGENCE. The **City** and **Developer** further covenant that they shall immediately commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The **City** shall further provide all municipal services available and provided by the **City** to the Property as are needed by **Developer** from time to time in accordance with the **City's** applicable policies for the provision of said services.

SECTION 7. DEVELOPMENT RIGHTS. **Developer** shall have the right to use and develop the Property as described in this Agreement. Furthermore, **Developer** does not waive any right to use or develop the Property arising under the City Code, common law

or the laws of the State of Florida.

SECTION 8. TERM; CONDITIONS SUBSEQUENT. Except as specified below, this Agreement and the annexation contemplated herein shall become effective upon the annexation of and expiration of an applicable appeals period of the ordinance annexing the Property. Should the annexation ordinance not be adopted within six (6) months of the City Council adopting this Agreement or become effective after adoption by the City Council, then either party may terminate this Agreement by written notice and be relieved of their respective obligations under this Agreement. In addition, the Developer may also simultaneously terminate the Petition for Annexation by providing the City with written notice of said termination.

SECTION 9. DEFAULT; ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages, injunctive relief and specific performance. In the event either party is required to enforce this Agreement, by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all pre- trial, trial, appeal and alternative dispute resolution levels.

SECTION 10. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Florida.

SECTION 11. BINDING EFFECT; ASSIGNABILITY. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be freely assignable by the **Developer** to various successive owners without the need for consent by the **City. Developer** shall, however, provide written notice to the **City** of any and all such assignees. However, at such time **Developer** no longer has a fee simple ownership interest in the Property, this Agreement shall be deemed assigned to the successive owners of the Property. The parties hereby covenant that they will enforce this Agreement and that is a legal, valid and binding agreement.

SECTION 12. RECORDATION. A copy of this Agreement shall be recorded by the **City** at the **Developer's** expense, in the Public Records of Brevard County, Florida, upon

taking effect. Upon receipt of the recorded Agreement, **City** shall promptly provide a copy of the recorded Agreement to the **Developer**.

SECTION 13. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 14. ARMS LENGTH NEGOTIATION. This Agreement is the result of mutual arms-length negotiations between the parties. Accordingly, this Agreement shall be construed equally between the parties.

SECTION 15. WAIVER; REMEDIES. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof; nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

SECTION 16. EXHIBITS. All exhibits referenced herein and attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

SECTION 17. NOTICE; PROPER FORM. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

AS TO CITY: City Manager
City of Cocoa
65 Stone Street

Cocoa, Florida 32922

COPY TO: Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
City Attorney
City of Cocoa
Post Office Box 2873
Orlando, Florida 32802-2873

AS TO DEVELOPER: First National Real Estate Company
2601 Biscayne Blvd
Miami FL 33137

COPY TO: Kimberly Rezanka, Esq
Cantwell & Goldman, P.A.
96 Willard Street
Suite 302
Cocoa, Florida 32922

Each party may amend the aforementioned persons and addresses by written notice to the other party.

SECTION 18. ENTIRE AGREEMENT. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties relevant to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written with respect to said subject matter, except as herein contained.

SECTION 19. AMENDMENT. Amendments to and waivers to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

SECTION 20. TIME OF THE ESSENCE. Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

SECTION 21. SOVEREIGN IMMUNITY. Nothing contained in this Agreement shall be construed as a waiver of the **City's** right to sovereign immunity under Section 768.28, *Florida Statutes,* or any other limitation on the **City's** potential liability under state and federal law.

SECTION 22. CITY'S POLICE POWERS. **Developer** agrees and acknowledges that the **CITY** hereby reserves all police powers granted to the **City** by law. In no way shall

this Agreement be construed as the **City** bargaining away or surrendering its police powers.

SECTION 23. ADDITIONAL PERMITS. The failure of this Agreement to address any particular **City,** county, state, and federal permit, condition, term, or restriction shall not relieve **Developer** or the **City** of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

SECTION 24. DEVELOPMENT PERMITS APPROVALS BY CITY. Nothing herein shall limit the **City's** authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. In addition, nothing herein shall be construed as granting or creating a vested property right or interest in **Developer** or on the Property.

SECTION 25. TAX PARCEL 24-35-28-00-01. Tax Parcel 24-35-28-00-01 is owned by **First National Real Estate Company.** Said parcel is located on the north and south side of an existing 100 foot Florida Power & Light Easement. As owner of said Parcel, **First National Real Estate Company** is requesting that a portion of the aforementioned parcel be annexed into the City of Cocoa, Florida lying south of the Florida Power & Light Electric Easement and identified in the Annexation Report prepared by the City of Cocoa, dated October 9, 2019. In furtherance of this annexation request, **First National Real Estate Company** hereby represents and warrants to the City of Cocoa that it is exercising its statutory right to waive the requirement under Section 171.0413(3), Florida Statutes, that prohibits the City of Cocoa from annexing a severed, separated, divided, or partitioned parcel of land owned by a corporation. Said waiver is given voluntarily in order to allow the City of Cocoa to proceed with **Developer's** request to annex the Property south of the Florida Power & Light Electric Easement identified in the Annexation Report including the relevant portion of Parcel 24-35-28-00-01.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

Signed, sealed and delivered before these witnesses:

Print name: Susan M Gordon

Print name: KENNETH M. GORDON

DEVELOPER
First National Real Estate Company
a Florida Corporation

By: _____
Name: Roger Miller
As Its: President

Corporate Seal

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Miami-Dade

Sworn to and subscribed freely and voluntarily for the purposes therein expressed before me by Roger Miller as President of First National Real Estate Company, a Florida Corporation, known to me to be the person described in and who executed the foregoing, this 5 day of Nov, 2019. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Nov, 2019.

_____
Signature of Notary Public

Name: Antonio Rodriguez
My Commission Expires: 11-17-20
Commission No. _____

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public, State of Florida

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

Signed, sealed and delivered before these witnesses:

Print name: Roger Miller

Michelle Miller

Print name: Michelle Miller

DEVELOPER
Gigi II, LLC, *a Florida limited liability company*

By _____
Name: Adam Gersten
As Its: Manager

Corporate Seal

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Miami Dade

Sworn to and subscribed freely and voluntarily for the purposes therein expressed before me by Adam Gersten as Manager of Gigi II, LLC, a Florida limited liability company, known to me to be the person described in and who executed the foregoing, this 5 day of Nov, 2019. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Nov, 2019.

_____
Signature of Notary Public

Name: Antonio Rodriguez
My Commission Expires: 11-17-20
Commission No. _____

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public, State of Florida

Signed, sealed and delivered before these witnesses:

Print name: Susan M Gordon

Print name: KENNETH M. GORDON

DEVELOPER
Jacob Aaron Corp., *a Florida Corporation*

By _____
Name: Roger Miller
As Its: President

Corporate Seal

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Miami Dade

Sworn to and subscribed freely and voluntarily for the purposes therein expressed before me by Roger Miller as President of Jacob Aaron Corp., a Florida Corporation, known to me to be the person described in and who executed the foregoing, this 5 day of Nov, 2019. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Nov, 2019.

_____
Signature of Notary Public

Name: Antonio Rodriguez
My Commission Expires: 11-17-20
Commission No. _____

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public, State of Florida

ATTEST:

By: _____
City Clerk

[SEAL]

CITY:
CITY OF COCOA, a Florida municipal corporation

By _____
Jake Williams, Jr., Mayor

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 13 day of November, 2019, by Jake Williams Jr, Mayor of the City of Cocoa, a municipal corporation under the laws of the State Florida, on behalf of the City. Who is personally known to me and did take an oath.

_____
Signature of Notary Public

Name: Monica Arsenault
My Commission Expires: 6.16.20
Commission No. GG003349

MONICA R. ARSENAULT
MY COMMISSION # GG 003349
EXPIRES: June 16, 2020
Bonded Thru Budget Notary Services

EXHIBIT "A"

CITY OF COCOA ANNEXATION AGREEMENT

LEGAL DESCRIPTION OF PARCELS LOCATED WITHIN BREVARD COUNTY, FLORIDA TO BE ANNEXED

24-35-28-00-01
24-35-28-00-45
24-35-28-00-752
24-35-28-00-756
24-35-28-00-774
24-35-28-00-7
24-35-28-00-47
24-35-28-00-754
24-35-28-00-766
24-35-28-00-779
24-35-28-00-789
24-35-28-00-794
24-35-28-00-803
24-35-28-00-17
24-35-28-00-56
24-35-28-00-758
24-35-28-00-770
24-35-28-00-780
24-35-28-00-790
24-35-28-00-795
24-35-28-00-806
24-35-28-00-20
24-35-28-00-57
24-35-28-00-760
24-35-28-00-771
24-35-28-00-781
24-35-28-00-791
24-35-28-00-796
24-35-28-00-28
24-35-28-00-61
24-35-28-00-763
24-35-28-00-772
24-35-28-00-782
24-35-28-00-792
24-35-28-00-797
24-35-28-00-46
24-35-28-00-71
24-35-28-00-764
24-35-28-00-778
24-35-28-00-786
24-35-28-00-793
24-35-28-00-798

IRREVOCABLE PETITION TO ANNEX REAL PROPERTY INTO THE CITY OF COCOA, FLORIDA

By Corporation or Entity

Petitioner, First National Real Estate Company, a Florida corporation successor by merger with **Cape Canaveral Heights Properties, Inc.**, a Florida corporation (hereinafter referred to as "Petitioner") whose mailing address is 2601 Biscayne Blvd., Miami, Florida 33137 hereby petitions the City of Cocoa, Florida to annex real property into the City of Cocoa, Florida (hereafter referred to as "City") pursuant to and in accordance with the provisions of Chapter 171, Florida Statutes, and acknowledges and agrees as follows:

(1) Petitioner is the owner of the real property whose Brevard County Tax Parcel Identification Number is **24-35-28-00-01** located in unincorporated Brevard County generally north of State Roads 524 and 520 and west of Adamson Road (hereinafter referred to as "Property").

(2) Upon acceptance of this Petition by the City Council of the City of Cocoa and subject to the limited termination rights and other terms and conditions set forth in the Pre-Annexation Development Agreement between the City of Cocoa and Petitioner, Gigi II, LLC and Jacob Aaron Corporation, dated November 13, 2019, this Petition shall be irrevocable, and shall constitute an unconditional, continuous and perpetual request to annex the Property into the municipal limits of the City of Cocoa that will be fulfilled only when the City has taken final action to annex the Property.

(3) The City shall have the discretion to annex the Property at such time the City deems the Property is suitable for annexation in accordance with law. However, this Petition shall not obligate the City to annex the Property. Further, the City shall have the right to annex the Property by using any applicable annexation procedure set forth in Chapter 171, Florida Statutes, as may be amended.

(4) At such time the Property is annexed into the City, Petitioner understands that they will be subject to all of the existing and future laws, rules and regulations which presently and from time to time in the future may be in effect within the City.

(5) Upon annexation of the Property, the Property will be given a City of Cocoa future land use designation and zoning classification in accordance with law.

(6) This Petition shall be recorded by the City in the Public Records of Brevard County, Florida and shall run with the Property and shall be binding on all subsequent purchasers, successors in interest and assigns of the Property.

Wherefore, Petitioner requests that the City take action to approve this Petition and to annex the Property into the City at the City's discretion. The undersigned affirms and represents that all corporate or entity actions required to be accomplished to authorize the action taken herein have, in fact, been taken, and that the City shall have the right to rely on the Petitioner's signature ascribed below as obligating the Petitioner and the Property to the terms and conditions stated herein.

Dated this 5th Day of November, 2019.

Signed, sealed and delivered in the presence of the following witnesses:

Susan M Gordon
Signature of Witness

Susan M Gordon
Printed Name of Witness

Signature of Witness

KENNETH M. GORDON
Printed Name of Witness

PETITIONER:

First National Real Estate Company, a Florida corporation

By: _____
Print name: Roger Miller
Its President

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 5 day of Nov, 2019, by Roger Miller as President of **First National Real Estate Company, Inc.,** a Florida corporation, on behalf of said corporation. He is personally known to me or produced _____ as identification.

_____
(Notary Public Signature)
Commission No.:
Commission Expires:

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public State of Florida

Accepted by the City Council of Cocoa, Florida on this 13th day of November, 2019.

By: _____
Jake Williams, Jr., Mayor

Return to:

City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

IRREVOCABLE PETITION TO ANNEX REAL PROPERTY INTO THE CITY OF COCOA, FLORIDA

By Corporation or Entity

Petitioner, Gigi II, LLC, a Florida limited liability company (hereinafter referred to as "Petitioner") whose mailing address is 995 NE 72nd Terrace, Miami, Florida 33138, hereby petitions the City of Cocoa, Florida to annex real property into the City of Cocoa, Florida (hereafter referred to as "City") pursuant to and in accordance with the provisions of Chapter 171, Florida Statutes, and acknowledges and agrees as follows:

(1) Petitioner is the owner of the real property whose Brevard County Tax Parcel Identification Numbers are **24-35-28-00-45; 24-35-28-00-752; 24-35-28-00-756; and 24-35-28-00-774** located in unincorporated Brevard County generally north of State Roads 524 and 520 and west of Adamson Road (hereinafter referred to as "Property").

(2) Upon acceptance of this Petition by the City Council of the City of Cocoa, and subject to the limited termination rights and other terms and conditions set forth in the Pre-Annexation Development Agreement between the City of Cocoa and Petitioner, Jacob Aaron Corporation, and Cape Canaveral Heights Properties, Inc., dated November 13, 2019, this Petition shall be irrevocable, and shall constitute an unconditional, continuous and perpetual request to annex the Property into the municipal limits of the City of Cocoa that will be fulfilled only when the City has taken final action to annex the Property.

(3) The City shall have the discretion to annex the Property at such time the City deems the Property is suitable for annexation in accordance with law. However, this Petition shall not obligate the City to annex the Property. Further, the City shall have the right to annex the Property by using any applicable annexation procedure set forth in Chapter 171, Florida Statutes, as may be amended.

(4) At such time the Property is annexed into the City, Petitioner understands that they will be subject to all of the existing and future laws, rules and regulations which presently and from time to time in the future may be in effect within the City.

(5) Upon annexation of the Property, the Property will be given a City of Cocoa future land use designation and zoning classification in accordance with law.

(6) This Petition shall be recorded by the City in the Public Records of Brevard County, Florida and shall run with the Property and shall be binding on all subsequent purchasers, successors in interest and assigns of the Property.

Wherefore, Petitioner requests that the City take action to approve this Petition and to annex the Property into the City at the City's discretion. The undersigned affirms and represents that all corporate or entity actions required to be accomplished to authorize the action taken herein have, in fact, been taken, and that the City shall have the right to rely on the Petitioner's signature ascribed below as obligating the Petitioner and the Property to the terms and conditions stated herein.

Dated this 5th Day of November, 2019.

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

Roger Miller

Printed Name of Witness

Michelle Milly

Signature of Witness

Michelle Miller

Printed Name of Witness

PETITIONER:

Gigi II, LLC, a Florida limited liability company

By: _____

Print name: Adam Gerster

Its Manager

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 5 day of Nov, 2019, by Adam Gerster, as Manager of **Gigi II, LLC,** a Florida limited liability company, on behalf of said corporation. He is personally known to me or produced _____ as identification.

_____
(Notary Public Signature)
Commission No.:
Commission Expires:

ANTONIO RODRIGUEZ COMMISSION Number GG043535 EXPIRES NOV. 17, 2020 Bonded thru Aaron Notary Notary Public State of Florida

Accepted by the City Council of Cocoa, Florida on this 13th day of November, 2019.

By: _____
Jake Williams, Jr., Mayor

Return to:

City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

IRREVOCABLE PETITION TO ANNEX REAL PROPERTY INTO THE CITY OF COCOA, FLORIDA

By Corporation or Entity

Petitioner, Jacob Aaron Corporation, a Florida corporation (hereinafter referred to as "Petitioner") whose mailing address is 2601 Biscayne Boulevard, Miami, Florida 33137, hereby petitions the City of Cocoa, Florida to annex real property into the City of Cocoa, Florida (hereafter referred to as "City") pursuant to and in accordance with the provisions of Chapter 171, Florida Statutes, and acknowledges and agrees as follows:

(1) Petitioner is the owner of the real property whose Brevard County Tax Parcel Identification Numbers are:

24-35-28-00-7	**24-35-28-00-17**	**24-35-28-00-20**	**24-35-28-00-28**	**24-35-28-00-46**
24-35-28-00-47	**24-35-28-00-56**	**24-35-28-00-57**	**24-35-28-00-61**	**24-35-28-00-71**
24-35-28-00-754	**24-35-28-00-758**	**24-35-28-00-760**	**24-35-28-00-763**	**24-35-28-00-764**
24-35-28-00-766	**24-35-28-00-770**	**24-35-28-00-771**	**24-35-28-00-772**	**24-35-28-00-778**
24-35-28-00-779	**24-35-28-00-780**	**24-35-28-00-781**	**24-35-28-00-782**	**24-35-28-00-786**
24-35-28-00-789	**24-35-28-00-790**	**24-35-28-00-791**	**24-35-28-00-792**	**24-35-28-00-793**
24-35-28-00-794	**24-35-28-00-795**	**24-35-28-00-796**	**24-35-28-00-797**	**24-35-28-00-798**
24-35-28-00-803	**24-35-28-00-806**			

located in unincorporated Brevard County generally north of State Roads 524 and 520 and west of Adamson Road (hereinafter referred to as "Property").

(2) Upon acceptance of this Petition by the City Council of the City of Cocoa and subject to the terms and conditions of the Pre-Annexation Development Agreement between the City of Cocoa and Petitioner, Gigi II, LLC and Cape Canaveral Heights Properties, Inc., dated November 13, 2019, this Petition shall be irrevocable, and shall constitute an unconditional, continuous and perpetual request to annex the Property into the municipal limits of the City of Cocoa that will be fulfilled only when the City has taken final action to annex the Property.

(3) The City shall have the discretion to annex the Property at such time the City deems the Property is suitable for annexation in accordance with law. However, this Petition shall not obligate the City to annex the Property. Further, the City shall have the right to annex the Property by using any applicable annexation procedure set forth in Chapter 171, Florida Statutes, as may be amended.

(4) At such time the Property is annexed into the City, Petitioner understands that they will be subject to all of the existing and future laws, rules and regulations which presently and from time to time in the future may be in effect within the City.

(5) Upon annexation of the Property, the Property will be given a City of Cocoa future land use designation and zoning classification in accordance with law.

(6) This Petition shall be recorded by the City in the Public Records of Brevard County, Florida and shall run with the Property and shall be binding on all subsequent purchasers, successors in interest and assigns of the Property.

Wherefore, Petitioner requests that the City take action to approve this Petition and to annex the Property into the City at the City's discretion. The undersigned affirms and represents that all corporate or entity actions required to be accomplished to authorize the action taken herein have, in fact, been taken, and that the City shall have the right to rely on the Petitioner's signature ascribed below as obligating the Petitioner and the Property to the terms and conditions stated herein.

Dated this 5th Day of November, 2019.

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

Susan M Gordon
Printed Name of Witness

Signature of Witness

KENNETH M. GORDON
Printed Name of Witness

PETITIONER:

Jacob Aaron Corporation, a Florida corporation

By: _____
Print name: Roger Miller
Its President

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 5 day of Nov, 2019, by Roger Miller, as President of **~~Jacob Aaron~~ Corporation,** a Florida corporation, on behalf of said corporation. He is personally known to me or produced _____ as identification.

_____
(Notary Public Signature)
Commission No.:
Commission Expires:

ANTONIO RODRIGUEZ
COMMISSION
Number
GG043535
EXPIRES
NOV. 17, 2020
Bonded thru Aaron Notary
Notary Public, State of Florida

Accepted by the City Council of Cocoa, Florida on this 13th day of November, 2019.

By: _____
Jake Williams Jr., Mayor

Return to:

City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

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

November 22, 2019

Clover and Tiffany Brown
PO Box 221463
West Palm Beach, FL 33422

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-10.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

Stanley and Jeanette Penko
8460 Westport Dr Apt 108
Mentor, OH 44060

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-34.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

Tammy Green
473 Ft Collins Ct Ocoee FL 32761
Ocoee, FL 32761

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-755.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

Milford Green and Christine Boothe
550 Adamson Rd
Cocoa, FL 32926

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-757.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

Milford Green
550 Adamson Road
Cocoa, FL 32926

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-759.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

John Ditsch
2005 N Rockton
Rockford, IL 61103

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-773.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

Edward Nuckols and Norman Ehresman
1047 Ridge Road
Valdosta, GA 31605

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-776.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

Joesphine B Grutzik
7200 Third Ave M-215
Sykesville, MD 21784

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-777.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

Luis Edward Andreu
5448 Moravian Heights Lane
Clemmons, NC 27012

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-787.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

Joseph Biondo
10 Lawridge Dr
Ryebrook, NY 10573

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-788.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

Atul Patel
6747 Thaddaus Dr
Fort Worth, TX 76137

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-800.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

W Douglas Albright
1 Red Forest Ct
Greensboro, NC 27410

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-801.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

James Erlman, Roque Molto and Edward Dooley
3642 Daisy Ave
Palm Beach Gardens, FL 33410

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-802.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

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The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

Doris M Koontz
3390 Druck Valley Rd
York, PA 17406

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-805.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

The City Council will be conducting two public hearings to consider adoption of an annexation ordinance which will annex the property into the municipal boundaries of the City of Cocoa. A copy of the annexation notice and annexation ordinance are available for inspection during regular business hours (8:30 A.M. to 5:00 P.M.; Monday through Friday) at City of Cocoa City Hall, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922, 321-433-8484.

The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

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Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

Ceio Joseph and Marietta Joseph
2012 NW 14th Avenue
Ft Lauderdale, FL 33311

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-808.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

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

November 22, 2019

Anthony Carpiniello
61 Hixon Place
South Orange, NJ 07079

Re: Notice of Annexation – City of Cocoa, Florida

Dear Property Owner:

This letter is being sent to you pursuant to Section 171.042(3), Florida Statutes to advise you that your property is being considered by the City of Cocoa for annexation into the municipal boundaries of the City of Cocoa. Your property, which has been identified for annexation, is Parcel Identification Number 24-35-28-00-809.

On October 9, 2019, the City Council of Cocoa approved the Cape Canaveral Heights State Road 520 and State Road 524 Annexation Report, dated October 9, 2019 ('Report'). The Report identified an Annexation Study Area consisting of approximately ±139.23 acres of vacant land including your property. The Report demonstrated that the Annexation Study area is suitable for annexation by the City of Cocoa and the City of Cocoa can provide the needed public facilities and services to the study area. A copy of the Report is available for inspection and/or copying by contacting the City Clerk at the address stated below or reviewing the October 9, 2019 City Council Meeting Agenda which is online at www.cocoafl.org (click Agendas & Minutes in left hand column).

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The public hearings will be held in the City Council Chambers located at City Hall, 65 Stone Street, Cocoa, Florida 32922. The date and time of the public hearings are as follows:

FIRST READING of ORDINANCE – December 11, 2019 at 6:00 P.M, or soon thereafter.

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

SECOND READING and FINAL ADOPTION of ORDINANCE – January 8, 2020 at 6:00 P.M., or soon thereafter.

The public is invited to attend and be heard regarding the proposed annexation.

If you have any questions regarding the proposed annexation, you can contact Dodie Selig, AICP, Community Services Planning & Zoning Manager at 321-433-8510.

Sincerely,

Dodie Selig, AICP
Community Services Planning & Zoning Manager
City of Cocoa, Florida

Dorothy Selig

From: Brandon Dieringer <bdieringer@votebrevard.com>
Sent: Friday, November 22, 2019 2:25 PM
To: Angela Essing
Cc: Dorothy Selig; Nancy Bunt; Records
Subject: RE: Check for registered Voters on Property to be Annexed

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Good Afternoon Angela Essing,

Our records show 0 registered voters in the parcels in question.

Thanks

Brandon Dieringer
GIS Analyst
Brevard County Supervisor of Elections
Ph: (321)522-4469 Fax: (321)633-2130
bdieringer@votebrevard.com

From: Angela Essing <aessing@cocoafl.org>
Sent: Friday, November 22, 2019 1:35 PM
To: Brandon Dieringer <bdieringer@votebrevard.com>
Cc: Dorothy Selig <dselig@cocoafl.org>; Nancy Bunt <nbunt@cocoafl.org>
Subject: Check for registered Voters on Property to be Annexed

SECURITY WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Brandon,
We greatly appreciate your help with this! See the attached excel and PDF with a list of the parcels. We need to know if there are any registered voters residing on any of the parcels. If it is at all possible for you to complete it by the end of day Monday, November 25th we would greatly appreciate it. Thanks!

Angela Essing, AICP
Community Services
Senior Planner
65 Stone Street, Cocoa, FL 32922
aessing@cocoafl.org
Phone: (321) 433-8522
Fax: (321) 433-8543

Serving our Community with PRIDE!

Stay Connected: www.cocoafl.org

We Need Your Input!

Have you recently interacted or conducted business with the Community Services Department? Would you please take a moment and complete a brief survey to let us know how we are doing?

Customer Service Feedback Survey: www.cocoafl.org/communityservicescustomersurvey

In advance, thank you!

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.
Under Florida law, F. S. 668.6076, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

CITY OF COCOA
NOTICE OF PUBLIC HEARING

ANNEXATION OF REAL PROPERTY

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF COCOA PROPOSES TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCE:

ORDINANCE 24-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 139.23 ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF STATE ROAD 524 AND STATE ROAD 520, AND MORE SPECIFICALLY WEST OF ADAMSON ROAD AND NORTH OF STATE ROADS 520 AND 524; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



CITY COUNCIL FIRST READING
PUBLIC HEARING
WILL BE HELD ON
WEDNESDAY, DECEMBER 11, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COUNCIL CHAMBERS LOCATED AT
COCOA CITY HALL
65 STONE STREET
COCOA, FLORIDA 32922

Said Ordinance may be inspected by the public at the City Clerk's Office, located at 65 Stone Street, Cocoa, Florida, prior to the public hearing. The complete legal description of the annexation property by metes and bounds and the Ordinance can also be obtained from the office of the city clerk including a map of the annexation area. Interested members of the public may appear at the public hearings and be heard with respect to the proposed ordinance.

The City Council reserves the right to continue or postpone the hearing to a date certain without re-advertising. Any person who decides to appeal any decision of the City Council with respect to any matter considered at these meetings will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk, Carie Shealy, at 321-433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000612471

Legislation Details (With Text)

File #:	19-634	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/26/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Ordinance No. 25-2019/ 1st Reading: Approval of a ZONING TEXT AMENDMENT consistent with Appendix A, Zoning, Article XXI, amending Appendix A, Article XI, Section 22 of the zoning ordinance of the City of Cocoa to allow the Single Story Commercial building type on a certain property within the Waterfront Sub-district of the Cocoa Waterfront Overlay District and amending the maximum lot depth from 300 feet to 400 feet for properties eligible for the Single Story Commercial building type. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	25-2019 Ordinance re Single Story Commercial Building Type.pdf Exhibit A - CWOD Map (ord 25-2019) 11-27-19.pdf Location Map.jpg Legal Ad #1 Proof - Text Amend CWOD.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2019
Agenda Date: December 11, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 25-2019/ 1st Reading: Approval of a ZONING TEXT AMENDMENT consistent with Appendix A, Zoning, Article XXI, amending Appendix A, Article XI, Section 22 of the zoning ordinance of the City of Cocoa to allow the Single Story Commercial building type on a certain property within the Waterfront Sub-district of the Cocoa Waterfront Overlay District and amending the maximum lot depth from 300 feet to 400 feet for properties eligible for the Single Story Commercial building type.

BACKGROUND:

I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

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b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The ordinance proposes a text amendment to the City's Zoning Code, Article XI, Section 22, Cocoa Waterfront Overlay District (CWOD), which would make two changes. These two changes will be addressed in turn below.

Single Story Commercial building type:

The first change to the Regulating Plan of the CWOD would allow the Single Story Commercial building type for a certain property in the Waterfront Sub-district. The current owner of the subject property has requested that the City examine the rationale behind a prior change to the Regulating Plan and its applicability to his parcel. In response to this request, staff have reviewed the prior ordinance enacting the change and the reasons and analysis offered.

In 2016, the City amended the Regulating Plan of the CWOD to allow the Single Story Commercial building type on all parcels in the Cocoa Village Sub-district of the CWOD lying between eastbound SR520 and westbound SR520. The principle reason given for the change was that the existing development pattern consisted of numerous single story buildings and the existing prohibition of this building type was inconsistent with the surrounding built environment.

The subject parcel was the only parcel located between eastbound SR520 and westbound SR520 lying between Florida Ave. and the Indian River that was not included in that action as the subject parcel is in a different sub-district of the CWOD. However, the same physical constraints to development posed by the SR520 traffic lanes apply to this parcel as applied to the other parcels between the east and westbound traffic lanes. In addition, the Cocoa Village historic character is largely influenced by the pedestrian scale of the older buildings, which are between one and three stories in height. To prohibit single story building height on the subject parcel is not consistent with the surrounding built environment. Furthermore, permitting single story commercial buildings on the property would allow the option of redevelopment of the parcel that would not impede views from westbound SR 520 into the historic Cocoa Village.

It should be noted that while the proposed change would allow a single story commercial building to be built on the subject property, the property could still be developed under the other building types presently allowed under the Regulating Plan, which include Apartment Building, Courtyard Apartment, Small Scale Commercial/Mixed Use, Medium Commercial/Mixed Use, Large

Commercial/Mixed Use, and Institutional.

Maximum Lot Depth:

The second change to the CWOD would allow an increase in the maximum lot depth for the Single Story Commercial building type from 300 feet to 400 feet. This change stems from staff's analysis of the suitability of allowing the Single Story Commercial building type on the subject parcel. The parcel has a lot depth of 300 feet on the north property line and a lot depth of 410 feet on the south property line. The average lot depth for this parcel is roughly 370 feet.

Applying the potential change to the maximum lot depth for this building type for other parcels within the CWOD did not indicate that any inconsistencies would be created.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies apply:

GOAL 1.1: 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.

Policy 1.1.1.1: The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, Florida Statutes: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area and U.S. 1 Corridor Redevelopment Area.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item at its regular meeting on December 4, 2019.

RECOMMENDED MOTION:

Ordinance No. 25-2019/ 1st Reading: Approval of a ZONING TEXT AMENDMENT consistent with Appendix A, Zoning, Article XXI, amending Appendix A, Article XI, Section 22 of the zoning ordinance of the City of Cocoa to allow the Single Story Commercial building type on a certain property within the Waterfront Sub-district of the Cocoa Waterfront Overlay District and amending the maximum lot depth from 300 feet to 400 feet for properties eligible for the Single Story Commercial building type.

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ORDINANCE NO. 25-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE CODE OF THE CITY OF COCOA TO ALLOW SINGLE STORY COMMERCIAL BUILDINGS ON A CERTAIN PROPERTY WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT, WATERFRONT SUBDISTRICT, AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE COCOA WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR THE SAME; AMENDING THE MAXIMUM LOT DEPTH FOR LOTS ELIGIBLE FOR SINGLE STORY COMMERCIAL BUILDINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to adopt a text amendment to the Cocoa Waterfront Overlay Regulating Plan and Appendix A, Article XI, Section 22 - Cocoa Water Overlay District, Waterfront Subdistrict, to allow for single story commercial buildings to be developed on a certain property in such Subdistrict; and

WHEREAS, in 2016 via Ordinance 10-2016, the City Council amended the Cocoa Waterfront Overlay Regulating Plan to allow single story commercial building types on all parcels in the Cocoa Village subdistrict lying between eastbound SR 520 and westbound SR 520, consistent with the existing development pattern, with only the instant parcel omitted because of its location in the Waterfront subdistrict; and

WHEREAS, the City Council desires to extend the opportunity to build single story commercial building types on the remaining parcel lying between eastbound SR 520 and westbound SR 520; and

WHEREAS, the City Council further desires to increase the maximum lot depth from 300 to 400 feet to ensure that the particular parcel is eligible for single story commercial building types; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance

to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XI, Section 22, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Section 22. It is intended that the text in Appendix A, Article XI, Section 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 22. – Cocoa Waterfront Overlay District.

*** * ***

(I) *Building Types.*

Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

The following categories are included in the table provided for each building type. Each standard is labeled by a letter (A, example) which directly relates to the table provided on each building type. The categories are described as follows:

*** * ***

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Design Districts and Building Types Table

Design District	Home-stead (HO)	Estate (ES)	House (HS)	Cottage (CO)	Town-house (TH)	Apartment Building (AB)	Court-yard Apartment (CA)	Commercial/Mixed Use Small (CS)	Commercial/Mixed Use-Medium (CM)	Commercial/Mixed Use-Large (CL)	Single Story Commercial (SC)	Large Format Commercial (LF)	Insti-tutional (IT)	Civic (CI)
Waterfront (WF)						P	P	P	P	P	RP		P	RP

* * *

RP, permitted only where indicated on Regulating plan.

P, Permitted in the Design District.

Blank Cell, is not permitted.

* * *

SC SINGLE STORY COMMERCIAL BUILDING

A building lot located and designed to accommodate single use office and retail.

	URBAN	SUBURBAN

LOT REQUIREMENTS	MIN	MAX	MIN	MAX
A - Lot Width (ft)	50	300	50	300
B - Lot Depth (ft)	100	~~300~~ 400	100	~~300~~ 400
C - Lot Size (sf)	7,500	90,000	7,500	90,000
D - Lot Coverage (%)	—	60	—	60

*** * ***

Section 3. **Replacement of Regulating Plan.** Appendix A, Zoning, is hereby amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as Exhibit "A" and fully incorporated herein by this reference.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

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

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

_____
JAKE WILLIAMS, Jr., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Exhibit A

Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

2013-05-20

60211027

SUB DISTRICT	Homestead HO	Estate ES	House HS	Cottage CO	Townhouse TH	Apartment Building AB	Courtyard Apartment CA	Comm/Mxd Use - Small* CS	Comm/Mxd Use - Med* CM	Comm/Mxd Use - Large* CL	Single-Story Commercial SC	Large Format Commercial LF	Institutional IT	Civic CI
ALLOWABLE BUILDING TYPE														
Cocoa Village (CV)				□	□	■	■	■	■		□		■	□
Heart of Cocoa (HC)		■	■	■	■ (2)			(3)					■	
King/Willard Corridor (KW)					□	□	□	■	■		■		■	
Uptown Neighborhood (UN)		■	■	■	■								■	□
South of the Village (SV)	■	■	■	■	■	□	□	□					■	
South End (SE)				■	■	■	■	■	■		□		■	
Waterfront (WF)						■	■	■	■	■	□		■	□
North of Village (NV)					■	■	■	■	■		□	□	■	

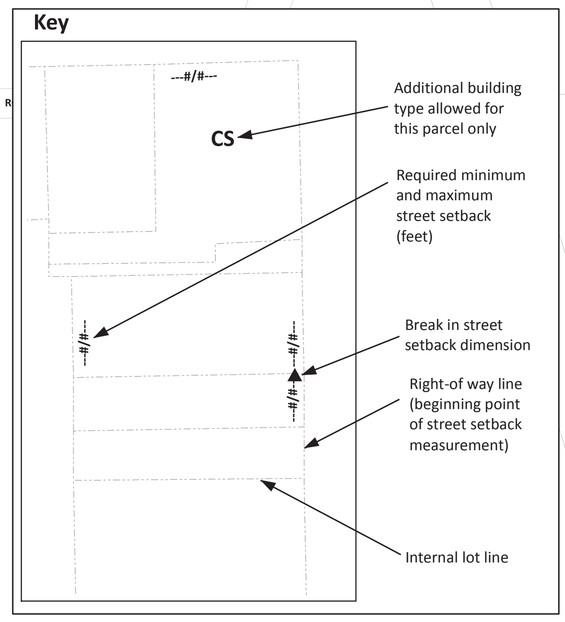
□ Allowed only where indicated on Regulating Plan

■ Allowed throughout Design District

✳ New development within the Comm/MXD Use district may be developed as either commercial or mixed use

Area of Amendment and Corresponding Building Type

Key



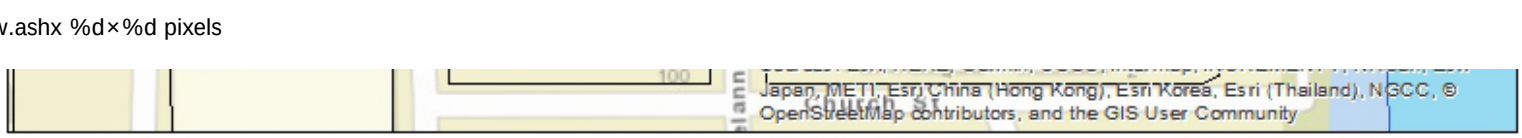
Sub District

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area (CDA)

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Church St
Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, ©
OpenStreetMap contributors, and the GIS User Community

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003917445
Pymt Method Invoice
Net Amt: $242.87

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/26/19

Text of Ad:

AD# 3917445 11/26/2019
CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

PZ-19-035 – Zoning Text Amendment – Cocoa Waterfront Overlay District

ORDINANCE 25-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE CODE OF THE CITY OF COCOA TO ALLOW SINGLE STORY COMMERCIAL BUILDINGS ON A CERTAIN PROPERTY WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT, WATERFRONT SUBDISTRICT, AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE COCOA WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR THE SAME; AMENDING THE MAXIMUM LOT DEPTH FOR LOTS ELIGIBLE FOR SINGLE STORY COMMERCIAL BUILDINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
DECEMBER 4, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
DECEMBER 11, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

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

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later

than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	19-643	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	12/2/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Ordinance No. 23-2019/2nd and Final Reading: Regarding amending Chapter 14 of The Code of The City of Cocoa to Establish Civil Penalties for the Possession of Cannabis (Marijuana) for Amounts under Twenty (20) Grams and Possession of Drug Paraphernalia; Setting Forth Penalties and Enforcement Responsibilities for a Violation of this Code. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 23-2019.pdf Legal Ad OrderConf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 2, 2019
Agenda Date: December 11, 2019
Prepared By: Anthony Garganese, City Attorney
Through:
Requested Action:
Approve Ordinance No. 23-2019 on Second and Final Reading regarding amending Chapter 14 of The Code of The City of Cocoa to Establish Civil Penalties for the Possession of Cannabis (Marijuana) for Amounts under Twenty (20) Grams and Possession of Drug Paraphernalia; Setting Forth Penalties and Enforcement Responsibilities for a Violation of this Code.

BACKGROUND:

At the October 29, 2019 Special Meeting, the City Council considered presentations regarding the regulation of medical marijuana dispensaries and marijuana possession civil citation programs. With respect to civil citation programs, the City Council directed that an ordinance be prepared. This agenda item and proposed ordinance address the civil citation program requested by Council. This civil citation Ordinance passed First Reading on November 13, 2019. The dispensary ordinance is being evaluated by the City's planning staff and will be presented at a later date for City Council consideration.

Several counties and cities in Florida have recently adopted of are considering local ordinances to effectively "decriminalize" the possession of small quantities of marijuana by replacing criminal prosecution with a civil citation and fine. The use of the word "decriminalize" is a misnomer, but is generally used to describe the small possession marijuana civil citation program. In several

jurisdictions, an offender may be issued a civil citation and perform community service in lieu of paying the civil fine established by ordinance. Several local governments justify such ordinances by citing the cost to taxpayers associated with the criminal prosecution of misdemeanor marijuana possession cases including law enforcement, courts, and incarceration. However, because misdemeanor marijuana possession remains a criminal offense under both federal and state laws, any local ordinance in Florida attempting to decriminalize marijuana would be null and void and would not preclude criminal prosecution for the marijuana possession. Therefore, in jurisdictions that have adopted such ordinances, misdemeanor marijuana possession may still be charged and prosecuted as a crime by the State Attorney or U.S. Attorney with jurisdiction.

In effect, the civil citation ordinances described above, that some Florida cities and counties have adopted, create a new form of diversion from the criminal justice system by providing an alternative to arrest and processing through the Brevard County criminal justice system. The Brevard County criminal justice system currently provides essentially the same ability for offenders to avoid criminal prosecution for misdemeanor marijuana offenses, but the “decriminalization” ordinances described above generally will involve fewer requirements for the offender. Currently, the Brevard County 18th Judicial Circuit diversion program allows an offender to fulfill program requirements and avoid criminal charges for the misdemeanor offense, which enables them to avoid a conviction and ultimately a criminal record.

As directed by the City Council, the attached ordinance adopts a civil citation program for purposes imposing civil penalties on offenders found by law enforcement in possession of 20 grams or less of marijuana or drug paraphernalia, as a possible alternative to arrest and criminal prosecution. However, because marijuana possession remains illegal under both federal and state law, the ordinance would not preclude an offender from being charged and prosecuted with a criminal offense by the State Attorney or U.S. Attorney, whose prosecutorial discretion is not impact by the proposed ordinance as a matter of law. In order to effectuate a true decriminalization of misdemeanor marijuana possession, Congress and the Florida Legislature will need to remove marijuana from their respective lists of regulated controlled substances and eliminate the associated criminal penalties.

In addition, while such ordinances are often seen by some as drafted with good intentions to create a less severe alternative to arrest and criminal prosecution, some commentators of the civil citation ordinances have raised potential collateral consequences of such ordinances. For example, a civil citation and related documents are a public record and are available for public disclosure. The citation and other related documents regarding the marijuana possession offense will not be eligible for expungement like criminal records. If a civil citation is not successfully contested and is discovered by employers or other government agencies that consider unlawful marijuana use relevant to decision making such as permitting, the civil citation and underlying marijuana violation may potentially impact a violator’s employment opportunities, driver’s license (suspension by the DMV), concealed weapons permit, or other permits or franchises where a record of marijuana possession offenses may result in a denial, suspension or revocation of a permit or franchise.

In the United States, the possession and use of controlled substances including marijuana are regulated under the Controlled Substances Act (CSA). Marijuana is currently listed as a Schedule I drug under the CSA. Schedule I is for substances that the U.S. Food and Drug Administration and the Drug Enforcement Administration have determined to have a high potential for abuse, no currently accepted medical use, and a lack of safety for use under medical supervision. Any use, even simple possession, of any amount of a Schedule I substance is illegal and punishable under federal law.

Notwithstanding the Federal law, several states have passed laws authorizing the use of marijuana for medical and/or recreational use. As of 2019, over 30 states have legally authorized marijuana for personal medical use including Florida, and over 10 states legally authorized the recreational use of marijuana for adults. Further, a petition is underway in Florida to attempt to amend the Florida Constitution to legalize recreational marijuana use. However, under the Supremacy Clause, the United States Constitution provides that federal law pre-empts state law, even when those laws conflict. Consequently, any possession or use of marijuana, even if deemed legal under state law, remains illegal under federal law and is punishable under the CSA. The full legal and societal impacts and consequences of legalizing marijuana by state law are still developing and are uncertain.

To address this “legal fiction” and conflict between federal and state laws, the U.S. Department of Justice first issued a memorandum in 2013 (the “Cole Memorandum”) to all United States Attorneys directing that given its limited resources, the Justice Department would not enforce federal marijuana prohibition in states that “legalized marijuana in some form and ... implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale, and possession of marijuana,” except where a lack of federal enforcement would undermine federal priorities such as preventing violence in marijuana cultivation and distribution, preventing cannabis-impaired driving, and preventing marijuana revenues from going to gangs and cartels. However, the Cole Memorandum was rescinded by the U.S. Attorney General in January 2018, effectively allowing all U.S. Attorneys to decide individually how to prioritize resources to prosecute marijuana possession, distribution, and cultivation in states where it has been legalized.

In Florida, marijuana use and possession also remain illegal under state law, except as authorized for personal medical use under Article X, Section 29 of the Florida Constitution (established by Amendment 2 in 2016) and subsequent implementing legislation adopted by the Florida Legislature. However, possession of 20 grams or less of marijuana is a misdemeanor offense under state law punishable by up to one year in jail and a maximum fine of $1,000. Possession or sale of more than 20 grams is a felony offense.

In July 2019, State Attorney Phil Archer issued a memorandum (Attached) to law enforcement partners in the 18th Judicial Circuit indicating that his office will require a laboratory test result before the filing of any cannabis related charge, and that law enforcement should take that into consideration before making any cannabis related arrest. This decision was based on the recent federal and state legislation which have made certain hemp-derived products legal, as well as the present lack of laboratories authorized and qualified to differentiate between now lawful hemp products and illegal marijuana. Hemp is derived from the same plant as cannabis and the statutory distinction between illegal cannabis (marijuana) and lawful hemp is the concentration of tetrahydrocannabinol (THC), which is the chemical responsible for most of marijuana’s psychological effects. Under the hemp laws, hemp can contain up to 0.3% of THC. Currently, the State Attorney’s Office utilizes the Florida Department of Law Enforcement’s laboratory, which has the technology to determine the presence of THC, but does not yet have the technology to test the amount of THC in cannabis. Therefore, the laboratory cannot differentiate between hemp and marijuana. Another consequence of the legalization of hemp is the use of the Cocoa Police Department K-9 team will no longer utilize marijuana as a canine training aid.

In response to the issues raised in the State Attorney’s memorandum, the Cocoa Police Chief issued his own memorandum (Attached) to all Cocoa law enforcement officers directing that no officer shall make a custodial arrest for cannabis. The current laboratory testing issue regarding determining the distinction between hemp and marijuana will likewise impact any law enforcement decision to issue a

civil citation under the proposed ordinance because a criminal or civil citation charge of marijuana possession have the same fundamental evidentiary requirement of proving the material in possession of the offender is indeed marijuana. Therefore, although the City Council may decide to adopt the ordinance, the issuance of civil citations under the ordinance will very likely have to be deferred until such time a more reliable method of testing for marijuana is developed given the legalization of hemp.

Lastly, it is also important to note that in order to implement the civil citation program successfully, there are several remaining administrative steps to be completed. The City may need to modify the existing records management software to ensure officers in the field can appropriately determine and document the citations issued and fines associated with any new encounter. There may be an additional cost for customized development of the existing software. In addition, the City will need to negotiate and establish an Agreement with STEPS Brevard, Habitat for Humanity of Brevard, or another qualified local organization to establish a partnership for community service referrals and compliance requirements. Given Council's desire to move forward with the Ordinance, City staff has initiated and is currently exploring these matters in order to minimize the implementation timeline should a more reliable method of testing for marijuana be developed that would support the issuance of civil citations under the Ordinance. In the meantime, the Police Department will maintain discretion to enforce both criminal and civil citations for possession of small amounts of marijuana of 20 grams or less and drug paraphernalia.

PROPOSED ORDINANCE

1. The ordinance proposes to amend Chapter 14 of the City Code making it a civil offense for the following offenses:

(a) Possession of 20 grams or less of cannabis, as set forth in section 893.13(6)(b) of the Florida Statutes, as such may be amended from time to time; and/or
(b) Possession of drug paraphernalia, as set forth in section 893.146 and 893.147(1)(b) of the Florida Statutes, as such may be amended from time to time.

2. Law enforcement officers will have the discretion to issue a civil citation in lieu of a state misdemeanor charge for the offense, but the following limitations shall apply:

(a) The violator is 18 years or older;
(b) Provided that such violations are not charged in conjunction with any charge that is a felony, driving under the influence, incident involving domestic violence, or violent crime, as those terms are defined under State law; and
(c) No person may receive more than three civil violation notices pursuant to this Article.

3. An individual issued a civil violation under this section is subject to the following penalties:

(a) For the first violation, the violator shall pay $150.00, or elect to perform fifteen (15) hours of community service to be performed at the Habitat for Humanity of Brevard County or such other charitable organization designated by the City Council by resolution.
(b) For the second violation, the violator shall pay $300.00, or elect to perform thirty (30) hours of community service to be performed at the Habitat for Humanity of Brevard County or such other charitable organization designated by the City Council by resolution.

(c) For the third violation, the violator shall pay $500.00, and attend an outpatient treatment program at the Specialized Treatment, Education and Prevention Services, Inc., (STEPS) of Brevard County. The $350 program fee charged by STEPS shall be deducted from the $500.00 paid to the City of Cocoa.

4. The City of Cocoa Police Department shall enforce the ordinance.

5. A violator who has been served with a notice of violation must elect to either:

(a) Pay the civil fine or elect to perform the required community service or attend the STEPS Program as indicated on the notice of violation; or
(b) Request an administrative hearing before the special magistrate if appointed by the city manager, to appeal the notice of violation, which must be requested within ten (10) business days of the service of the notice of violation.

The special magistrate is defined to mean the City's code enforcement board or an attorney designated by the City Manager to conduct hearings related to a notice of violation issued under the ordinance.

Applications for hearings must be accompanied by any fee approved by a resolution of the City Council, which shall be refunded if the named violator prevails in the administrative hearing.

6. The ordinance also provides additional provisions related to enforcement, rights of violator, consequences for failure to pay civil fine or to appeal, procedures for contesting a notice of violation, and seizure and destruction of contraband cannabis.

Other details of the proposed civil citation program are set forth in the proposed Ordinance, which is attached to this Agenda Item.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

There is no budgetary impact related to the preparation and adoption of the Ordinance. However, as noted in the Agenda Item, if the Ordinance is adopted, additional administrative costs will likely be incurred by the City to implement the Ordinance

PREVIOUS ACTION:

At the October 29, 2019 Special City Council Meeting, the City Council directed that the Ordinance be prepared and present for Council's consideration.

At the November 13, 2019 City Council Meeting, the City Council approved the Ordiannce on First Reading.

RECOMMENDED MOTION:

Approve Ordinance No. 23-2019 on Second and Final Reading.

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ORDINANCE NO. 23-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 14 OF THE CODE OF THE CITY OF COCOA TO ESTABLISH CIVIL PENALTIES FOR THE POSSESSION OF CANNABIS (MARIJUANA) FOR AMOUNTS UNDER TWENTY (20) GRAMS AND POSSESSION OF DRUG PARAPHERNALIA; SETTING FORTH PENALITIES AND ENFORCEMENT RESPONSIBILITIES FOR A VIOLATION OF THIS CODE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City has adopted Section 14-1 of the City Code, which makes any act that is or shall be recognized by the laws of the State of Florida as a misdemeanor criminally prohibited through the City; and

WHEREAS, a person convicted for commission of an act defined as a misdemeanor pursuant to Section 14-1 of the City Code, will be punished by a fine or imprisonment or both, but in no case shall the fine and/or imprisonment imposed be greater than the maximum fine or penalty for the same offense under the Florida Statues; and

WHEREAS, several states and localities have modified their drug laws to create civil violations for possession of de minimis amounts of marijuana, which is only enforceable by a monetary fine and/or community services and does not subject that person to arrest or criminal prosecution; and

WHEREAS, this Ordinance will provide an alternate and additional mechanism under the City's Code to enforce these violations that are based upon the commission of certain enumerated misdemeanors; and

WHEREAS, the City Council has an interest in enacting monetary civil penalties and/or community service requirements to serve as a deterrent for possessing twenty (20) grams or less of marijuana or paraphernalia; and

WHEREAS, the City of Cocoa Police Department will have the discretion to issue a civil citation pursuant to this ordinance, or arrest or not arrest a person for the commission of a

misdemeanor under State Law; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Chapter 14, is hereby amended to include a new Article X. Marijuana Offenses as follows (underlined type indicates additions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 14. It is intended that the text in Chapter 14 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 14 – OFFENSES AND MISCELLANEOUS PROVISIONS

*** * ***

ARTICLE X. – MARIJUANA OFFENSES

Sec. 14-195 – Definitions.

The following definitions shall apply in this Article:

(a) *Cannabis***:** means all parts of any plant of the genus *Cannabis*, whether growing or not, or the seeds thereof. The term does not include "low-THC cannabis," as defined in Section 381.986, Florida Statutes, if manufactured, possessed, sold, purchased, delivered, distributed, or dispensed in conformance with that section. "Cannabis" also does not include the resin extracted from the plants of the genus *Cannabis*, or any compound manufacture, salt, derivative, mixture, or preparation of such resin.

(b) *Notice of violation:* A notification by a law enforcement officer of the initiation of a civil penalty against an individual for an alleged violation of possession of 20 grams of less of cannabis or possession of drug paraphernalia.

(c) *Special Magistrate:* The City's Code Enforcement Board or an attorney designated by the City Manager to conduct hearings related to a notice of violation issued for possession of 20 grams or less of cannabis or possession of drug paraphernalia.

Sec. 14-196 – Violations.

The following misdemeanors under State law are eligible to receive a civil violation notice under

this Article, at the discretion of a law enforcement officer:

(a) Possession of 20 grams or less of cannabis, as set forth in section 893.13(6)(b) of the Florida Statutes, as such may be amended from time to time; and/or

(b) Possession of drug paraphernalia, as set forth in section 893.146 and 893.147(1)(b) of the Florida Statutes, as such may be amended from time to time.

Sec. 14-197 – Qualifications.

A law enforcement officer shall have the discretion to issue a civil violation notice under this Article in lieu of a state misdemeanor charge for the offense, subject to the following limitations:

(a) The violator is 18 years or older;
(b) Provided that such violations are not charged in conjunction with any charge that is a felony, driving under the influence, incident involving domestic violence, or violent crime, as those terms are defined under State law; and
(c) No person may receive more than three civil violation notices pursuant to this section.

Sec. 14-198 – Penalties.

An individual issued a civil violation under this section is subject to the following penalties:

(a) For the first violation, the violator shall pay $150.00, or elect to perform fifteen (15) hours of community service to be performed at the Habitat for Humanity of Brevard County or such other community service charitable organization designated by the City Council by resolution.

(b) For the second violation, the violator shall pay $300.00, or elect to perform thirty (30) hours of community service to be performed at the Habitat for Humanity of Brevard County or such other community service charitable organization designated by the City Council by resolution.

(c) For the third violation, the violator shall pay $500.00, and attend an outpatient treatment program at the Specialized Treatment, Education and Prevention Services, Inc., (STEPS) of Brevard County. The $350 program fee charged by STEPS shall be deducted from the $500.00 paid to the City of Cocoa.

Sec. 14-199 – Enforcement.

The City of Cocoa Police Department shall enforce this section. This shall not preclude other law enforcement agencies from any action to assure compliance with this section and all applicable laws. If a law enforcement officer finds a violation of Section 14-196 (a) or (b), the officer will be authorized to issue a notice of violation. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, that the violation may be appealed by requesting an administrative hearing before the special magistrate if appointed by the city manager, within ten (10) business days after service of

the notice of violation, and that the failure to appeal the violation within ten (10) business days of service shall constitute an admission of the violation and a waiver of the right to a hearing.

Sec. 14-200 – Rights of Violator.

(a) A violator who has been served with a notice of violation must elect to either:

1. Pay the civil fine or elect to perform the required community service or attend the STEPS Program as indicated on the notice of violation; or

2. Request an administrative hearing before the special magistrate if appointed by the city manager, to appeal the notice of violation, which must be requested within ten (10) business days of the service of the notice of violation.

(b) Applications for hearings must be accompanied by any fee approved by a resolution of the City Council, which shall be refunded if the named violator prevails in the administrative hearing.

Sec. 14-201 – Failure to Pay Civil Fine or to Appeal.

(a) If the named violator, after 10 business days following the issuance of the notice of violation, fails to pay the civil fine, elect to perform the required community service, or request an administrative hearing, the violator may be prohibited from receiving further civil citations, a judgment may be recorded for any unpaid fines, the City of Cocoa may use any collection methods authorized by Chapter 55, or the case may be sent to the State Attorney's Office for prosecution.

(b) The failure of the named violator to attend the STEPS program may result in the case being sent to the State Attorney's Office for prosecution.

Sec. 14-202 – Procedures Governing Contesting Notice of Violations.

The following requirements and procedures shall apply in an appeal proceeding requested by a petitioner:

(a) The special magistrate shall be prohibited from hearing the merits of the notice of violation or considering the timeliness of a request for an administrative hearing if the petitioner has failed to request an administrative hearing within ten (10) business days of the service of the notice of violation.

(b) If a petitioner requests a hearing but later chooses to cancel the hearing or fails to appear at the hearing, the hearing application fee shall be forfeited.

(c) If the petitioner requests a hearing and does not appear at the hearing, the violator waives the rights to present additional evidence or additional defenses at the hearing. The special magistrate may decide based on the Notice of Violation.

(d) All testimony at the hearing shall be under oath. Formal rules of evidence do not apply, but due process shall be observed and govern the proceedings including, but not limited to, the right to be heard by the special magistrate, the right to be notified of the charge in writing and date and time of the hearing, and an opportunity at the hearing to testify in one's own defense, present written relevant evidence, and call and cross-examine relevant witnesses.

(e) The special magistrate shall not have discretion to alter the penalties prescribed in Section 14-198.
(f) At the conclusion of the hearing, the special magistrate shall determine whether a violation under this Article has occurred, in which case the special magistrate shall uphold or dismiss the violation. The special magistrate shall issue a final administrative order including the determination and, if the violation is upheld, require the petitioner to pay the fine previously assessed pursuant to Section 14-198 and order the forfeiture of the hearing application fee to the City.
(g) If the violator fails to pay the fine within 10 days after the special magistrate issues an order, a certified copy of the order imposing a fine may be recorded in the public records. Such order shall constitute a judgment lien and be governed by Chapter 55 Florida Statutes.
(h) Any party aggrieved by a decision of a special magistrate may appeal that decision to a court of competent jurisdiction.

Sec. 14-203 – Seizure and Destruction of Contraband Cannabis.

(a) Any contraband cannabis that is the subject of a violation of this Article shall be seized for evidentiary purposes.
(b) Contraband cannabis seized pursuant to this section, after its use as evidence is no longer required, shall be destroyed in the same manner used to destroy narcotics, as provided by law.
(c) All fines collected, minus administrative costs, shall be used for drug abuse awareness, education or prevention programs.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

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

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Classified Ad Receipt
(For Info Only - NOT A BILL)

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Ad No.: 0003921096
Pymt Method Invoice
Net Amt: $270.11

Run Times: 1

No. of Affidavits: 1

Run Dates: 12/01/19

Text of Ad:

AD#3921096 12/01/2019

CITY OF COCOA
NOTICE OF PUBLIC HEARING

December 11, 2019

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, December 11, 2019, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 23-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 14 OF THE CODE OF THE CITY OF COCOA TO ESTABLISH CIVIL PENALTIES FOR THE POSSESSION OF CANNABIS (MARIJUANA) FOR AMOUNTS UNDER TWENTY (20) GRAMS AND POSSESSION OF DRUG PARAPHERNALIA; SETTING FORTH PENALITIES AND ENFORCEMENT RESPONSIBILITIES FOR A VIOLATION OF THIS CODE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

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

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting:

Carie Shealy, City Clerk, 65 Stone Street, Cocoa (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 14th
day of November, 2019.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-578	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/8/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Approve the requested 2020 street closures in association with the proposed Special Events. (Assistant To the City Manager/Public Relations Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 8, 2019
Agenda Date: December 11, 2019
Prepared By: Gail A. Bantugan, Leisure Services Manager
Through: Samantha Senger, Assistant to the City Manager and Public Relations Specialist.
Requested Action:
Approve the requested 2020 street closures in association with the proposed Special Events.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 01-2016.

Events:

Run for Responders 5K, Saturday, January 4, 2020 (4:00 pm - 12:00 am (1/5/2020)
Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Oak St: between Riverside Dr. and Brevard Ave.
Brevard Ave: between Oak St. and Harrison St.
Harrison St: between Brevard Ave. and Riveredge Blvd.
Total Closure - One Day

Martin Luther King Jr. Peace March and Service, Monday, January 20, 2020 12:00pm-3:00pm.
Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park. This event

does not require a full street closure, it will be a rolling street closure by Cocoa PD. However, the Peace March does include the streets of Cocoa including the SR520. The organizers are required to have the proper DOT permitting in place to hold the march.
Total Closure - Half Day

Cocoa Village Mardi Gras, Saturday, February 15, 2020 (3:00 pm -12:00 am)
Delannoy Ave: between Derby St. and SR 520
Brevard Ave: between Church St. and SR 520
Harrison Street: between Riveredge Blvd. and Brevard Ave.
Oleander Street: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

HCVA Spring Craft Fair, Saturday and Sunday, March 7-8, 2020 (2:00 am Saturday March 7nd - 6:00 pm Sunday. March 8rd)
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and Harrison St.
Total Closure - Two Days

Village Idiot 5K Village Lost Their Idiot, Friday, March, 27, 2020 (5:00 pm - 10:00 pm)
Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Oak St: between Riverside Dr. and Brevard Ave.
Brevard Ave: between Oak St. and Harrison St.
Harrison St: between Brevard Ave. and Riveredge Blvd.
Total Closure - One Day

HCVA Car Show and Crosswinds Duck Race, Saturday, March 28, 2020 (10:00 am - 5:00 pm)
Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Riveredge Blvd. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

Second Annual Cocoa Triathlon, Sunday, April 26, 2020 (2:00am-12:00pm)
A rolling street closure will be utilized for the Cocoa Triathlon. The number of participants and their safety requires a street closure request. This event will not require temporary traffic control devices (TTCD) to block roads throughout the course route. The streets in which the TTCD will be utilized are:

Harrison St. between Delannoy Ave and Riveredge Blvd.
Riveredge Blvd. between King St. (HWY 520) to Lee Wenner Park.
The Transition Area for each segment will be located in Riverfront Park/Harrison Field.
Swim segment: Will commence in Lee Wenner Park with a Spring Distance of .25miles, into the Indian River. The turnaround point will be designated at the floating bouy.
The Bicycling Segment: Sprint Distance equal to one lap, will begin in Riverfront Park and move

down towards Lee Wenner Park. The participants will then proceed under the 520 bridge and continue North on Indian River Drive with the turnaround at Indian Trail and back to the transition area in Riverfront Park.
The Run Segment: Sprint Distance equal to one lap, will transition in Riverfront Park then proceed south towards the turnaround point at Barton Avenue and commence north back to the finish in Riverfront Park.
Total Closure - One Day

Preclampsia Foundation Promise Walk, Saturday, May, 2, 2020 (8:00 am - 1:00 pm)
Riverfront Park to Church Street continuing to Riverside Drive

Riverside Drive:	Between Church St. and Derby St.
Delannoy Avenue:	Between Derby St. Harrison St.
Harrison Street:	Between Delannoy and Brevard Ave.
Brevard Avenue:	Between Harrison St. and Rosa L. Jones Blvd
Rosa L. Jones Blvd:	To John Garren Ln
John Garren Lane:	Between Rosa L. Jones and Orange Street
Orange Street:	Between John Garren Ln and Florida Ave.
Florida Avenue:	Between Orange Street and Stone St.
Stone Street:	Between Florida Ave and Brevard Ct.
Brevard Court:	Between Florida Ave and Orange St.
Orange Street:	Between Brevard Ct and Brevard Ave.
Church Street:	Between Brevard Ave and Delannoy St.
Delannoy Avenue:	Between Church Street and Harrison St.
Harrison Street:	Between Delannoy and Riversedge heading back into riverfront Park along the river.

Total Closure - One Day

HCVA Summer Craft Fair, Saturday and Sunday, May 9-10, 2020 (2:00 am May 9 - 6:00 pm May 10)

Brevard Ave:	between SR 520 and Factory St.
Oleander St:	between Brevard Ave. and Municipal Parking Lot
Harrison St:	between Riveredge Blvd. and Brevard Ave.
Church St:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave:	between Church St. and SR 520

Total Closure - Two Days

March of Dimes March for Babies, Saturday, May 16 2020, 4:00pm-8:00pm

Church St:	between Riverside Dr. and east terminus of Church St.
Riverside Dr:	between Church St. and Oak St.
Riverside Dr:	at Derby Street

The City of Rockledge will also be participating in this event and will monitor the intersections south beyond Oak Street. The walk will move south along Riverside Dr. /Rockledge Dr and turn around at Barton Ave. and head north back to Riverfront Park.
Total Closure - Half Day

City of Cocoa July 4th Celebration, Saturday, July 4, 2020 (11:00am-11:00pm)

Street Harrison	between Delannoy and Riveredge Blvd

Total Closure - One Day

Walk to End Alzheimer's, Saturday, September 26, 2020 (6:00 am - 2:00 pm)
Riverfront Park to Church Street continuing to Riverside Drive

Riverside Drive:	Between Church St. and Derby St.
Delannoy Avenue:	Between Derby St. Harrison St.
Harrison Street:	Between Delannoy and Brevard Ave.
Brevard Avenue:	Between Harrison St. and Rosa L. Jones Blvd
Rosa L. Jones Blvd:	To John Garren Ln
John Garren Lane:	Between Rosa L. Jones and Orange Street
Orange Street:	Between John Garren Ln and Florida Ave.
Florida Avenue:	Between Orange Street and Stone St.
Stone Street:	Between Florida Ave and Brevard Ct.
Brevard Court:	Between Florida Ave and Orange St.
Orange Street:	Between Brevard Ct and Brevard Ave.
Church Street:	Between Brevard Ave and Delannoy St.
Delannoy Avenue:	Between Church Street and Harrison St.
Harrison Street:	Between Delannoy and Riversedge leading back into riverfront Park along the river.

Total Closure - One Day

Running Zone Foundation Race Series Red Carpet Run 5K, 10K, 15K, Sunday, October 4, 2020 (3:00am-1:00pm).

All 3 races will begin on Brevard Avenue in the Central Business District of Cocoa VIllage heading North, continuing to run along Indian River Drive north bound until their respective turnaround and then back south to SR. 520 turning left (east) onto the new path on the north side of SR. 520, cross underneath SR. 520 to Lee Wenner Park and then to Rivers Edge Blvd. to the finish. All 3 races start together at 6:30 am with a three hour course limit for the longest distance event (15K). The turnaround location for the 5K is nearest the address of 1041 Indian River Road, 10K is north of Twin Lakes Drive, 15K nearest the intersection of Carleton Drive.

Total Closure - One Day

HCVA Fall Art and Craft Fair, Saturday and Sunday, October 17-18, 2020 (2:00 am October 17 - 6:00 pm October 18)

Brevard Ave:	between SR 520 and Factory St.
Oleander St:	between Brevard Ave. and Municipal Parking Lot
Harrison St:	between Riveredge Blvd. and Brevard Ave.
Church St:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave:	between Church St. and SR 520

Total Closure - Two Days

City of Cocoa Fall Festival in the Village, Saturday, October 31, 2020 (12:00 pm - 8:00 pm)

Harrison St:	between Riveredge Blvd. and Brevard Ave.
Delannoy St:	between Church St. and SR 520
Church St:	between Brevard Ave. and Delannoy Ave.
Brevard Ave:	between SR 520 and Church St.

Total Closure - One Day

Christ Central Church Annual Fall Festival, Saturday, October 31, 2020, (1:00 pm-8:00 pm)
Coquina Drive: between Michigan Ave. and the easterly end of church property.
Total Closure Days- Zero Days (Location is not in the CBD)

Space Coast Free Wheelers Waterway Century Ride- Sunday, November 1, 2020 - 7:00 am-8:30 am
The corner of Delannoy Ave. and Harrison St. from 7:00 am-8:30 am for the beginning of their bike racing event for charity. This is an annual event that has occurred the last weekend in October each year. As soon as the race begins and bikes are cleared out, the street will be opened back up. Actual time should be no longer than 30 minutes.
Total Closure - Half Day

Down syndrome Association of Brevard, Saturday, November 7, 2020 (8:00 am - 12:00 am)
Church St: between Delannoy Ave. and Riverside Dr.
Riverside Dr: between Church St. and Oak St.
Rockledge will also be supporting this event.
Total Closure - Half Day

Running Zone Foundation and Space Coast Runners 49th Annual Space Coast Marathon and Half Marathon, Sunday, November 29, 2020 (2:00am-1:00pm).

Space Coast Marathon Course 26.2 Miles

The Race begins on Brevard Avenue heading south. Turn right on Orange St. Turn right on Florida Ave. Turn right on RT.520 (east bound) Turn left on Brevard Ave heading north and cross over Rt.520 (west bound). Continue northbound on Indian River Drive with a turn-around just south of Indian Trail. Head south on Indian River Drive. Turn right on Peachtree St. Turn left on Florida Ave. Turn left on Rosa L. Jones Blvd. Heading right onto Oak St. Turn right onto Rockledge Drive to the turnaround just south of Stonebridge Drive. Turn around heading north on Rockledge Drive. Turn right on Church St. utilizing the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Right onto Harrison St. Remaining in the west bound lane of Harrison St. into Lee Wenner Park to the Finish Line.

Space Coast Half- Marathon Course 13.1 Miles (two courses)

North Course
Heading South on Brevard Ave. Turn Right onto Orange St. Turn right onto Florida Ave. Turn Right onto RT 520 (east-bound). Turn Left on Brevard Ave Crossing RT 520 (west bound). Course runs along Riverside Drive until just south of Indian Trail. The course then turns around heading south until RT 520 (west-bound) and turns left to the new connector crossing under Rt 520 into Lee Wenner Park to the Finish Line.

South Course
Heading South on Brevard Ave. Turning left on Church Street. Turn right on Rockledge Drive continuing on Rockledge Drive to 200 meters south of Stonebridge Dr. (just north of Oakledge Drive. Turn around heading north back to Church St. Turning right onto Church Street using the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Turn right onto Harrison St. Staying in the west-bound lane of Harrison Street into Lee Wenner Park to the Finish Line.

Total Closure - One Day

HCVA Holiday Craft Fair, Saturday and Sunday, December 5-6, 2020 (2:00 am December 5-6:00 pm December 6).

Brevard Ave:	between SR 520 and Factory St.
Oleander St:	between Brevard Ave. and Municipal Parking Lot
Harrison St:	between Riveredge Blvd. and Brevard Ave.
Church St:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave:	between Church St. and SR 520

Total Closure days- Two Days

Cocoa Rockledge Holiday Parade and Tree Lighting, Saturday, December, 12, 2020 (12:00 pm - 9:00 pm)

Brevard Ave:	beginning at the southerly city limit to Maryland Ave.
Maryland Ave:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave:	between Maryland Ave. and SR 520
Harrison St:	between Delannoy Ave. and Riveredge Blvd.

Total Closure - One Day

Second Annual HCVMS Hot Cocoa Holiday's Bicycle Parade, Friday, December 18, 2020 2:00pm-8:00pm.

Harrison St.	beginning in Lee Wenner Park to Brevard Ave.
Brevard Ave.	between Oleander and Orange St.
Orange St.	between Brevard Pl. and Brevard Ave.
Brevard Ave.	at the intersection of Church Street and Brevard (on Brevard Ave.)
Delannoy Ave.	at Church St. (on Delannoy Ave.)

Total Closure - One Day.

The total number of street closure days if approved is 23

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. The MLK event will have the permit fees waived since the event is held on a federal holiday per the special events ordinance section 2-404.

PREVIOUS ACTION:

The 2019 Road Closure requests were approved last year by Cocoa City Council.

RECOMMENDED MOTION:

Request Council approval of all 2020 Road Closures listed in this request.

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Legislation Details (With Text)

File #:	19-595	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	11/15/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Consider the appointment of one of the following applicants as a member of the Sustainability Advisory Committee: Ms. Kaylyn Palmer, Ms. Cynthia Castro, or Mr. Jeffrey Myron. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Palmer Board application.pdf Palmer Consideration letter.pdf Castro Board application.pdf Castro Consideration Letter.pdf Myron Board application.pdf Myron Consideration letter.pdf Sustainability Advisory Committee.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2019
Agenda Date: December 11, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of one of the following applicants as a member of the Sustainability Advisory Committee: Ms. Kaylyn Palmer, Ms. Cynthia Castro, or Mr. Jeffrey Myron..

BACKGROUND:

The Sustainability Advisory Committee currently has three member vacancies. Ms. Kaylyn Palmer, Mr. Jeffrey Myron, and Ms. Cynthia Castro have all submitted an application for consideration for committee membership. Whomever is appointed would fulfill the seat vacated by Paul Johnson. All of the applicants are non-residents, but meet all other qualifications for board membership. The committee already has two other members who reside outside of Cocoa, so only one applicant can be chosen at this time. They will fulfill the 33% of non-resident members as noted in the Code.

Additionally, at the Regular City Council meeting held on June 26, 2019, Mr. Jeffrey Myron and Ms. Cynthia Castro were considered for appointment. At that meeting, there were again, three applicants who did not meet the residency requirements, and Ms. Angelique Rinaldi was appointed to the board.

Due to the unique situation, the City Clerk reached out to the two applicants who were not selected to see if they would like to be considered at this time. She explained the situation and both would like to also be considered for appointment.

A current Sustainability Advisory Committee roster is attached for your review as well as Ms. Palmer's application for board membership.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Appointments are made to City boards and committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the appointment of one of the following applicants as a member of the Sustainability Advisory Committee: Ms. Kaylyn Palmer, Ms. Cynthia Castro, or Mr. Jeffrey Myron..

powered by Legistar™

~~RSJ~~ 19-695
Municipal Cocoa

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, November 06, 2019 1:14 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

This email originated from an outside source. links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the button above.

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	Kaylyn
Last Name	Palmer
Application Date	11/6/2019
Address1	4361 Camberly Street
City	Cocoa
State	FL
Zip	32927
District	District 1
Home Phone Number	3214584576
Work Phone Number	*Field not completed.*
Cell Phone Number	3214584576
Other Phone Number	*Field not completed.*
Place of Business	Keep Brevard Beautiful

Title/Position Held	Environmental Programs Coordinator
Date of Birth*	2/26/1999
E-mail Address	kaylynpalmerkbb@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	Sustainability Advisory Committee

(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?	No
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 of Cocoa Councilmember by blood, adoption, or marriage?	No
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 interested in serving on the City of Cocoa Sustainability Advisory Board because I currently hold a position at Keep Brevard Beautiful that relates to important environmental issues throughout the entire county. I also reside in Cocoa, and work in Cocoa. The health and benefit of my surrounding community is very important to me and I would love to be a helping hand in furthering sustainability and environmental topics in Cocoa. I currently coordinate many programs that range from composting (waste management), nutrient pollution reduction, recycling, grant writing, and single-use plastic reduction. I feel I could bring a lot of knowledge and opportunity to the board and thank you for your consideration.

(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	Caucasian
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	Kaylyn Marie Palmer
Date:	11/6/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

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

November 26, 2019

Ms. Kaylyn Palmer
4361 Camberly Street
Cocoa, FL 32927

Re: Appointment to the Sustainability Advisory Committee

Dear Ms. Palmer:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Wednesday, December 11, 2019.

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 our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Item 19-287

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, June 03, 2019 11:43 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

CAUTION! This email originated from an outside source. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the "**Phish Alert**" button above.

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	Cynthia
Last Name	Castro
Application Date	6/3/2019
Address1	910 O'Hara Drive
City	Rockledge
State	FL
Zip	32955
District	District 2
Home Phone Number	7032206580
Work Phone Number	7032606407
Cell Phone Number	7032206580
Other Phone Number	*Field not completed.*

Place of Business	Provider Management
Title/Position Held	CEO
Date of Birth*	6/3/2019 9/10/1979
E-mail Address	cynthia@providermanagement.net

**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	Sustainability Advisory Committee

(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 of Cocoa Councilmember by blood, adoption, or marriage?	No
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.	Assist with Medical Services and network for community of Cocoa

(Section Break)

State Reporting Requirements

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

Race	Hispanic-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	Cynthia M Castro
Date:	6/3/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

December 3, 2019

Ms. Cynthia Castro
910 O'Hara Drive
Rockledge, FL 32955

Re: Appointment to the Sustainability Advisory Committee

Dear Ms. Castro:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Wednesday, December 11, 2019.

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 our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Carie Shealy

[redacted]

From: noreply@civicplus.com
Sent: Thursday, May 30, 2019 11:00 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

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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	Jeffrey
Last Name	Myron
Application Date	5/30/2019
Address1	6501 Ridgewood Ave
City	Cocoa Beach
State	FL
Zip	32932
District	District 2
Home Phone Number	321-784-6288
Work Phone Number	321-638-1420
Cell Phone Number	321-258-9695
Other Phone Number	*Field not completed.*

Place of Business	Florida Solar Energy Center - UCF
Title/Position Held	Software Engineer
Date of Birth*	10/4/1963
E-mail Address	jmyron@cfl.rr.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	Sustainability Advisory Committee

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	No
Do you own property or a business in Cocoa?	No
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 of Cocoa Councilmember by blood, adoption, or marriage?	No
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 interested and motivated to understand and address the sustainability challenges we face in Brevard. I am a research faculty member at the Florida Solar Energy Center and pursuing a master's degree in sustainability at USF.

(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	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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

Signature	Jeffrey Myron
Date:	5/30/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

December 3, 2019

Mr. Jeffrey Myron
6501 Ridgewood Avenue
Cocoa Beach, FL 32932

Re: Appointment to the Sustainability Advisory Committee

Dear Mr. Myron:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Wednesday, December 11, 2019.

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 our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Sustainability Advisory Committee (established by Resolution No. 2017-137) Meets on the First Thursday of the Month **Agency** **No Expiration**				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jennifer L. Riggs Chairperson	1629 N. Indian River Drive Cocoa, FL 32922 District 2 jlovittriggs@gmail.com	414-698-8750	02/27/18 appointed	
Melissa Martin	5404 Brilliance Cir. Cocoa, FL 32926 Meilang76@gmail.com	321-439-6118	01/2019 Appointed	
VACANCY ~~Rafael Costas~~	[redacted] ~~rafycostasre@gmail.com~~	[redacted] [redacted]	~~06/26/18~~ ~~appointed~~	
VACANCY ~~Gisele Nieman~~ Resigned effective 11/7/19 ~~(1/3 of members outside of Cocoa)~~	~~4445 Seneca Avenue~~ ~~Cocoa, FL 32926~~ ~~District 1 (unincorporated)~~ ~~Gnieman13@gmail.com~~	~~321-446-8920~~	~~02/27/18~~ ~~appointed~~	
Marlene Weiss Committee member	2415 Tulane Drive Cocoa, FL 32926 District 3 naturalhealingmassage@gmail.com	321-298-5831	02/27/18 appointed	
Linda Gombert	2323 Elon Drive Cocoa, FL 32926 gombert@bellsouth.net	321-639-4017 hm & wk 321-446-9338 cell	06/26/19 appointed	
Angelique Rinaldi (2/3 of members outside of Cocoa)	806 Switchgrass Island Road Cocoa, FL 32926 Angelique.rinaldi@myfloridahouse.gov	321-615-7397 hm	06/26/19 appointed	
Robert Musser Vice Chairman	407 N. Indian River Drive Cocoa, FL 32922 RMusser@att.net	321-212-7678 (hm) 321-394-3256 (work) 727-686-9778 (cell)	04/24/18 appointed	
Josephine Shim Committee member (1/3 of members outside of Cocoa)	4010 Dakota Avenue Cocoa, FL 32926 Shimjo2001@yahoo.com	321-636-4493 (hm) 321-431-9932 (cell)	04/24/18 appointed	
VACANCY ~~Paul Johnson~~ ~~Committee member~~	[redacted]	[redacted]	~~08/14/18~~ ~~appointed~~	

~~(3/3 of members outside of Cocoa)~~ Resigned effective 2/7/19	~~prjrvp@gmail.com~~			
LIAISON	Councilmember Koss	(321) 604-1879	Updated 12/18	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Courtney Jackson	433-8490	Updated 5/13/19	

Legislation Details (With Text)

File #:	19-596	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	11/15/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Consider the appointment of Mr. Dan Quattrocchi as a Regular member of the Board of Adjustment, through May 2022, Ms. Patricia Weeks as 1st Alternate, and Ms. Marisol Soto-Lanza as 2nd Alternate. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Quattrocchi Board application.pdf Weeks Board application.pdf Soto-Lanza Board application.pdf Quattrocchi Consideration letter.pdf Soto-Lanza Consideration.pdf Weeks Consideration.pdf BOA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2019
Agenda Date: December 11, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Mr. Dan Quattrocchi as a Regular member of the Board of Adjustment, through May 2022, Ms. Patricia Weeks as 1st Alternate, and Ms. Marisol Soto-Lanza as 2nd Alternate.

BACKGROUND:

The Board of Adjustment currently has one regular member vacancy, which was vacated by Mr. Matthew Ford when he did not renew his membership. Additionally, the Board has two alternate member vacancies. The City Clerk's office received applications and the City Clerk spoke with each of the potential appointees and confirmed their willingness to serve on this board. All of them stated that they wish to become more involved in the City, and with their respective backgrounds, would both be a good fit for the Board.

If appointed, Mr. Quattrocchi would fulfill 2/3 of the non-residency requirement as set forth in the City Code and his term would be through May, 2022. Ms. Weeks and Ms. Soto-Lanza would not have

expiration dates as Alternates. They meet all qualifications for board membership.

A current Board of Adjustment roster and their applications for board membership are attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappoints to City boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the appointment of Mr. Dan Quattrocchi as a Regular member of the Board of Adjustment, through May 2022, Ms. Patricia Weeks as 1st Alternate, and Ms. Marisol Soto-Lanza as 2nd Alternate.

powered by Legistar™

county (municipal) 19-596

Carie Shealy

From: noreply@civicplus.com
Sent: Friday, October 04, 2019 11:16 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

[redacted] links or attachments unless [redacted] suspect this is a phishing or malicious [redacted] action above.

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	Dan
Last Name	Quattrocchi
Application Date	10/4/2019
Address1	3056 Skyline Drive
City	Cocoa
State	FL
Zip	32922
District	District 4
Home Phone Number	3217201822
Work Phone Number	3214528668
Cell Phone Number	3217201822
Other Phone Number	*Field not completed.*
Place of Business	Quattrocchi Real Estate

Title/Position Held	Broker/Owner
Date of Birth*	8/29/1976
E-mail Address	danq@quattrocchirealestate.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	Brownfields Advisory Board, 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 of Cocoa Councilmember by blood, adoption, or marriage?	No
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 grew up in Brevard County, have a Civil Engineering Degree from UCF and have been in Real Estate in Brevard County for last 19 years. I'm feel like Cocoa is my community. My 3 children go to Cocoa High School and my wife is a Speech Therapy Teacher there also. Would love to serve and offer my experience with Engineering and Real Estate as well as keep up with what is going on in the City.

(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	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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

Signature	Dan Quattrocchi
Date:	10/4/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

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19-596

Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, October 22, 2019 5:16 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

This email originated from an outside source. Do not click links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the Phish Alert button above.

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	Patricia
Last Name	Weeks
Application Date	10/29/2019
Address1	1351 Tarton Way,
City	Cocoa
State	Fl
Zip	32926
District	District 2
Home Phone Number	3217598563
Work Phone Number	3217598563
Cell Phone Number	3217598563
Other Phone Number	3217598563
Place of Business	Happy House Real Estate

Title/Position Held	Broker/Associate
Date of Birth*	9/11/1958
E-mail Address	Patriciaweeks@bellsouth.net

**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, Housing Authority, 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 of Cocoa Councilmember by blood, adoption, or marriage?	No
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 on the Board of Directors for Space coast Assoc of Realtors, I serve as the currently secretary, Chairman of Govt. Affairs. I am on The Board of Directors for Florida Association of Realtors. I serve on 3 committes also.

(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	Caucasian
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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Signature	Patricia Weeks
Date:	10/22/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

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RECEIVED
NOV 12 2019
OFFICE OF THE CITY CLERK

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[1], 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)

Name: Marisol Soto Lanza Application Date: 11/13/19

Street Address, Including Zip Code: 436 Satsuma Street Cocoa Fl. 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ✓ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: 321 349-3017 Work: _____ Pager: _____ Cell: 321 350-4567

Place of Business: _____

Title/Position Held: _____

Date of Birth[2] 6/9/1963

Email Address: _____

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

✓	Affordable Housing Advisory Committee		Planning & Zoning Board
✓	Board of Adjustment	✓	Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
✓	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	_____
Do you own property or a business in Cocoa?	Yes	✓	No	_____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	_____

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

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. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ____
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

Cocoa PAL, working with children, making A difference IN Children's life I also helped with the basketball team. We keep our neighborhood clean, I like to make a difference and help or Volunteer in anyway I Can.

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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.

Keep Brevard Beautiful - Served in Palm Bay Melborne and Cocoa. I also served with the kids in Cocoa PAL Center in [redacted] Johnson Street. I love to make a different in making Neighborhoods look beautiful. I like to make a difference, It was also CEO of A Day Care in New York

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
____ Asian-American
✓ Hispanic-American
____ Native American
____ Caucasian

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

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: Marisol Sotolongo Date: 10/23/19

Social Security No: [redacted]

Drivers License No: [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

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

November 26, 2019

Mr. Dan Quattrocchi
3056 Skyline Drive
Cocoa, FL 32922

Re: Appointment to the Board of Adjustment

Dear Mr. Quattrocchi:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Board of Adjustment at the Regular City Council meeting being held on Wednesday, December 11, 2019.

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 our office at (321) 433-8484.

Sincerely,

Carie E. Shealy

Carie E. Shealy, MAA, MMC
City Clerk

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

November 26, 2019

Ms. Marisol Soto-Lanza
436 Satsuma Street
Cocoa, FL 32922

Re: Appointment to the Board of Adjustment

Dear Ms. Soto-Lanza:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Board of Adjustment at the Regular City Council meeting being held on Wednesday, December 11, 2019.

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 our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

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

November 26, 2019

Ms. Patricia Weeks
1351 Tarton Way
Cocoa, FL 32926

Re: Appointment to the Board of Adjustment

Dear Ms. Weeks:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Board of Adjustment at the Regular City Council meeting being held on Wednesday, December 11, 2019.

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 our office at (321) 433-8484.

Sincerely,

Carie E. Shealy

Carie E. Shealy, MAA, MMC
City Clerk

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert W. Frey, Vice Chairman	~~322 Clearlake Rd. Cocoa, FL 32922~~ 1523 N. Cocoa Blvd. Cocoa, FL 32922 bikesNpawn@yahoo.com	633-1326 480-7623(c)	4/14/15 Reappointed 5/8/12 Reappointed 4/14/09 Reappointed 5/23/06 Reap. 3/03 Reappointed 10/97 Appointed	2021
~~Matthew Ford~~ **VACANCY**	~~709 Hughlett Ave.~~ ~~Cocoa, FL 32922-7669~~	~~636-2977 hm~~ ~~266-9533 pgr~~	~~5/16 Reappointed~~ ~~4/13 Reappointed~~ ~~9/11 appointed~~ ~~(fulfilling his own term-was removed due to absenses, then reapplied)~~	~~2019~~
Pam Shaia **(1/3 of the Non-Resident seats)**	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com	256-656-3249 cell 321-305-4584 Wk	07/19 appointed (fulfilled Jolley vacancy)	2022
Rip Dyal, Chairman	3807 Parapet Dr. Cocoa, FL 32926 RHAD6@aol.com	639-9547 HM 321-684-3222 Cell	08/17 appointed as 1st Alternate	2021
Nancy N. Elliot	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	7/17 reappt. 5/14 appt.	2020
Bruce Gilmore	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687	05/17 Reappointed 04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2020
Connie T. Harvey	29 Riverside Drive #601 Cocoa, FL 32922 CTIPPETT@aol.com	806-3525 hm 571-268-2121 cell	4/14/15 Reappointed 01/15 appointed (fulfilled term of M. Williams)	2021
Vacancy 2nd Alternate				
Vacancy, 1st Alternate				
LIAISON	Councilmember Warner		Updated 12/18	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Courtney Jackson	433-8490	Updated 5/13/19	

Legislation Details (With Text)

File #:	19-597	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	11/15/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Consider the Appointment of Ms. Kimberly Curtis and Mr. Vinnie Richardson as 1st and 2nd Alternates to the Code Enforcement Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Curtis Board application.pdf Richardson Board application.pdf Curtis Consideration letter.pdf Richardson Consideration letter.pdf Code Enforcement Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2019
Agenda Date: December 11, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Ms. Kimberly Curtis and Mr. Vinnie Richardson as 1st and 2nd Alternates to the Code Enforcement Board.

BACKGROUND:

The Code Enforcement Board currently has two (2) Alternate member vacancies. Two residents submitted applications for possible membership on the Code Enforcement Board. The City Clerk spoke with Ms. Curtis; however, she was unable to reach Mr. Richardson. Ms. Curtis is excited about the opportunity to serve and wants to become more involved with the City of Cocoa.

Both applicants meet all of the qualifications necessary to serve on a City board. If appointed as alternates, there are no expiration dates.

A current Code Enforcement Board roster, along with their board applications are attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappoints to City board as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointment of Ms. Kimberly Curtis and Mr. Vinnie Richardson as 1st and 2nd Alternates to the Code Enforcement Board.

19-597

Carie Shealy

From: noreply@civicplus.com
Sent: Thursday, October 10, 2019 10:18 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

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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	Kimberly
Last Name	Curtis
Application Date	10/10/2019
Address1	772 Cressa
City	Cocoa
State	FL
Zip	32926
District	District 3
Home Phone Number	3212611125
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Darden Restaurants

Title/Position Held	Senior Paralegal, Development Law
Date of Birth*	1/23/2019 1/23/1970
E-mail Address	kimberlycurtis425@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	Code Enforcement/Drug Related Public Nuisance Board, Housing Authority, Redevelopment Agency (Cocoa)

(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 of Cocoa Councilmember by blood, adoption, or marriage?	No
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	Kimberly S. Curtis.pdf
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.	Currently serving as Treasurer of Fern Meadows Homeowners Association and would like to get more involved in with the City of Cocoa. I would be honored to be a part of helping the community in whatever capacity is needed.

(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	Caucasian
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	Kimberly Curtis
Date:	10/10/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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.

19-597

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, September 23, 2019 10:09 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

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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	Vinnie
Last Name	Richardson
Application Date	9/23/2019
Address1	1050 N. Fiske Blvd Unit 406
City	Cocoa
State	FLORIDA
Zip	32922
District	District 1
Home Phone Number	321-616-5771
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Career Source

Title/Position Held	Case Manager
Date of Birth*	9/23/2019 07/17/1954
E-mail Address	vinnierichardson@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	Code Enforcement/Drug Related Public Nuisance Board, Housing Authority, 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?	No
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 of Cocoa Councilmember by blood, adoption, or marriage?	No
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.	Affordable housing has been my life. I am a trained and skill HUD approved Housing Counselor and have worked with various nonprofit to help them secure funding. My primary interest is to do everything to improve the housing situation for low income individuals in my community.

(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	Vincent Richardson
Date:	9/23/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

November 26, 2019

Ms. Kimberly Curtis
772 Cressa Circle
Cocoa, FL 32926

Re: Appointment to the Code Enforcement Board

Dear Ms. Curtis:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Code Enforcement Board at the Regular City Council meeting being held on Wednesday, December 11, 2019.

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 our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

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

November 26, 2019

Mr. Vinnie Richardson
1050 N. Fiske Blvd., Unit 406
Cocoa, FL 32922

Re: Appointment to the Code Enforcement Board

Dear Mr. Richardson:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Code Enforcement Board at the Regular City Council meeting being held on Wednesday, December 11, 2019.

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 our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**			**Expirations in June**
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jim Gifford – Chairperson	2807 Tulane Drive, 32926-5756 jgifford@cfl.rr.com	427-9645 cell	5/16 Reappointed 6/13 Reappointed 4/10 Reappointed 5/07 Reappointed 4/04 Reappointed 11/95 Appointed	2022
Virginia Weaver	2303 MacFarland Drive, Cocoa, FL 32922-7034 chargin316@cfl.rr.com	632-9241	07/15 Reappointed 05/12 Reappointed 05/09 Reappointed 05/06 Reappointed 8/04 Appointed to Unexpired Term	2021
George Brown, Jr., Vice Chairperson	555 W. King Street, 32922-7421	632-6563	07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2020
Lloyd Roberts	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	07/19 Appointed (Filling unexpired term of Cicerrella)	2021
Edward Green (Replaced Michael Klug)	104 Riverside Dr. Apt. 204 Cocoa, FL 32922 Edgreen20@gmail.com	321-617-5554	08/18 Appointed	2021
W. Scott Hannon	1113 Westview Dr. Cocoa, FL 32922 Spacecoast32922@gmail.com	443-857-9797	Filled Stephanie Moretto's seat when she resigned (4/18) 08/18 Appointed	2021
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	05/15 Reappointed 03/15 appointed (filled C. Young seat)	2021
VACANCY-1st Alternate				No expiration
VACANCY - 2nd Alternate				
LIAISON	Councilmember Boisvert		Updated 12/18	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

Legislation Details (With Text)

File #:	19-598	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	11/15/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Consider the Appointment of Ms. Ariel Glass as the 1st Alternate to the Planning & Zoning Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Glass Board application.pdf Glass Consideration letter.pdf P & Z Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2019
Agenda Date: December 22, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Ms. Ariel Glass as the 1st Alternate to the Planning & Zoning Board..

BACKGROUND:

The Planning & Zoning Board currently has one (1) Alternate member vacancy, which is the 1st Alternate seat. Ms. Ariel Glass submitted an application and after the City Clerk spoke with her, she is interested in this seat.

If appointed as an alternate, there would not be an expiration date. Additionally, Ms. Glass meets all qualifications for serving on a City board.

A current Planning & Zoning roster as well as Ms. Glass's board application is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappoints to City boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointment of Ms. Ariel Glass as the 1st Alternate to the Planning & Zoning Board.

Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, October 01, 2019 12:55 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

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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	Ariel
Last Name	Glass
Application Date	10/1/2019
Address1	1080 North Fiske Apt. D7
City	Cocoa
State	Florida
Zip	32922
District	District 1
Home Phone Number	321-615-6317
Work Phone Number	321-452-0800
Cell Phone Number	321-615-6317
Other Phone Number	*Field not completed.*
Place of Business	Crosswinds Youth Services

Title/Position Held	Program Assistant
Date of Birth*	11/2/1992
E-mail Address	ariel.glass@icloud.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	Planning & Zoning Board, Police Community Relations Advisory Committee, Redevelopment Agency (Cocoa), Redevelopment Agency (Diamond Square), 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?	No
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 of Cocoa Councilmember by blood, adoption, or marriage?	No
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	Ariel_Glass_Resume.pdf
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.	Like majority of the members on board committees, I was also born and raised in the heart of Cocoa, Florida. Developing here academically, financially, socially and spiritually, I deem myself as a witness to the city's transformation from a particular perspective. At the age of 26, I have a substantial desire to be apart of influencing my city in a direction to evaluative heights of more redevelopment-redevelopment to the actual city and the people with in. I believe that having a spectrum that's inclusive of young adults will not only inspire the youth within the community but also bring an even greater wealth of knowledge and productivity to the committee and community in totality. It would be a complete honor to join side by side and hand in hand in the redevelopment of the City of beautiful Cocoa. Please view my resume for more information of skills and assets in favor of board committee.

(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	Ariel Glass
Date:	10/1/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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.

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

November 26, 2019

Ms. Ariel Glass
1080 North Fiske Blvd., Apt. D7
Cocoa, FL 32922

Re: Appointment to the Planning & Zoning Board

Dear Ms. Glass:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Planning & Zoning Board at the Regular City Council meeting being held on Wednesday, December 11, 2019.

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 our office at (321) 433-8484.

Sincerely,

Carie E. Shealy

Carie E. Shealy, MAA, MMC
City Clerk

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lawrence Koss	2115 N. Indian River Dr. Cocoa, FL 32922 llkosmosjr@gmail.com	266-7520 cell	2/18 Appointed	2020
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2020
Trina Gilliam (Replaced Jack L. Moore) (Non-resident)	813 Temple St. Cocoa, FL 32922 Trinagilliam71@gmail.com	978-432-9221 321-221-7540 x 113 (work)	01/19 Appointed	2022
Marilyn Green (Replaced Jake Williams, Jr.)	104 Riverside Dr. #204 Cocoa, FL 32922 Jake_williamsjr02@yahoo.com	617-5554 (hm) 603-502-4632 (cell)	02/18 Appointed	2021
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2020
Jeri Blanco	PO Box 236402 Cocoa, FL 32923	321-514-3531	01/2019 Appointed	2022
Russell Sengel	[redacted] rsengel@cfl.rr.com	[redacted]	11/19 Reappointed 11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2022
Sharon (Sherry) Ervin	335 Meridian Run Drive Cocoa, FL 32926 Srcahill2001@yahoo.com	636-0734 (hm) 636-5885 (wk) 863-6916 (cell)	11/17 Reappointed 09/17 appointed to fulfill unexp term of Betty Lee	2020
Todd Anderson (non-resident)	1355 Arlington Ave. Merritt Island, FL 32952 toddpanderson@yahoo.com	403-7595 (cell)	11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2019
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008
Aleck Greenwood -1st Alternate	PO Box 1077 Cocoa, FL 32923	321-917-3770	01/2019 Appointed	
VACANCY- 2nd Alternate				

LIAISON	Mayor Williams		Updated 12/18	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Courtney Jackson	433-8490		

Legislation Details (With Text)

File #:	19-608	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/19/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	City Council Liaison Appointments and Appointment of the Florida League of Cities Voting Delegate and Alternate for 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council Liaison LIsting 2019.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 19, 2019
Agenda Date: December 11, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
City Council Liaison Appointments and Appointment of the Florida League of Cities Voting Delegate and Alternate for 2020

BACKGROUND:

City Council liaison appointments are established through Article XIII of the Rules of Procedure for Cocoa City Council meetings and are made by the City Council annually. Council liaisons provide reports on various boards or committee activities.

Liaison Appointments for 2019 were made at the December 12, 2018 Regular City Council meeting and were as follows:

Affordable Housing Committee (meets on an as needed basis at 4 pm)	Koss
Board of Adjustment (meets 3rd Wednesday of every mth at 6 pm)	Warner
Code Enforcement Board (meets 3rd Thursday of every mth at 6 pm)	Boisvert
Diamond Square RDA	Goins

powered by Legistar™

(meets 4th Monday of every mth at 7 pm)	
Housing Authority (meets 2nd Tuesday of every mth at 5:30 pm)	Williams
Planning & Zoning Board (meets 1st Wednesday of every mth at 6 pm)	Williams
Sustainability Advisory Committee (meets 1st Thursday of the mth at 6:00 pm unless otherwise noted)	Koss
US 1 Corridor RDA (meets quarterly or as needed on the 4th Monday at 6:15 pm)	Boisvert
Utilities Advisory Board (meets quarterly or as needed at 6 pm-new day to be Determined)	Koss
Space Coast TPO (meets 2nd Thursday of every mth at 3:00 pm in Viera)	Williams-Primary Koss-Alternate
Florida League of Cities	Williams-Primary Warner-Alternate

Additionally, Florida League of Cities requires a voting delegate and alternate at their annual conference. Appointing these tonight will put them in place for 2020.

The appointment for the Voting Delegate and Alternate for the Space Coast League of Cities for 2020 was determined at the November 13, 2019 Regular City Council Meeting. Mayor Williams was selected as the Voting Delegate and Councilmember Koss was selected as the Alternate.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council liaison appointments have been made annually and are adjusted as necessary throughout the year.

At the Regular City Council Meeting held on December 12, 2018, liaison appointments were made for the 2019 calendar year.

RECOMMENDED MOTION:

City Council Liaison Appointments and Appointment of the Florida League of Cities Voting Delegate and Alternate for 2020

City Council Liaison Appointments	Expirations Each November After Elections
Board	**Liaison**
Affordable Housing Committee	Councilwoman Koss
Board of Adjustment	Deputy Mayor Warner
Code Enforcement Board	Councilman Boisvert
Diamond Square Redevelopment Agency	Councilman Goins
Brownfields Advisory Committee	Mayor Williams
Housing Authority	Mayor Williams
Planning & Zoning Board	Mayor Williams
Space Coast League of Cities	Mayor Williams Primary / Deputy Mayor Warner Alternate
Space Coast TPO	Mayor Williams Primary / Councilwoman Koss Alternate
Sustainability Advisory Committee	Councilwoman Koss
U.S. 1 Redevelopment Agency	Councilman Boisvert
Utilities Advisory Board	Councilwoman Koss
Florida League of Cities	Mayor Williams Primary/Deputy Mayor Warner Alternate
	List updated 12/13/18

Ordinance No. 6-96 established a uniform procedure for appointing persons to and removing persons from City boards and committees, and provided for uniform/consistent requirements. Boards and committees which were not established by City ordinance were reestablished through Resolution No. 96-15 in one uniform schedule.) All persons, prior to consideration of appointment must have first completed an application form and have met all requirements contained in said application. Unless otherwise provided, the standard board member term is three years in duration.

Legislation Details (With Text)

File #:	19-665	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/25/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	City Council direction for an extension request from Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017. This agreement conditionally provides a reduction of the code enforcement liens associated with 408 Kentucky Ave., 1115 Broadmoor Dr., 1057 Mitchell St., 401 N Carolina Ave., 1102 Broadmoor Dr., and 300 N Varr Ave., to $0 providing BACRAP complies with the conditions set forth in the agreement. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment A - 12_15_17 Code Enforcement Lien Reduction Agreement.pdf Attachment B - Letter from City to BACRAP.pdf Attachment C -BACRAP request for extension letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 25, 2019
Agenda Date: December 11, 2019
Prepared By: Nancy A. Bunt, Community Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
City Council direction for an extension request from Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017. This agreement conditionally provides a reduction of the code enforcement liens associated with 408 Kentucky Ave., 1115 Broadmoor Dr., 1057 Mitchell St., 401 N Carolina Ave., 1102 Broadmoor Dr., and 300 N Varr Ave., to $0 providing BACRAP complies with the conditions set forth in the agreement.

BACKGROUND:

In 2017, City staff met with representatives of Broadmoor Acres Community Restoration and Preservation Inc. (BACRAP), several times to discuss the construction of affordable workforce housing on properties owned by BACRAP. The properties are located at: 408 Kentucky Ave, 1115 Broadmoor Dr., 1057 Mitchell St., 401 N Carolina Ave., 1102 Broadmoor Dr. and 300 N Varr Ave. The City currently has fifty-nine (59) code liens relating to the above-mentioned properties, totaling $541,309.72 in liens amounts as detailed below.

- 408 Kentucky Ave.

CE-10-826	Abatement	$135.00	BK 6278/PG 2371
CE-12-655	Abatement	$165.00	BK 6711/PG 1021
CE-16-855	Demo	$4,134.88	BK 6893/PG 2921

- 1115 Broadmoor Dr.

CE-09-393	Code Case	$163,250.00	BK 6120/PG 93
CE-10-823	Abatement	$135.00	BK 6275/PG 2885
CE-11-662	Abatement	$165.00	BK 6451/PG 1976
CE-12-462	Abatement	$165.00	BK 6658/PG 2358
CE-12-782	Abatement	$165.00	BK 6711/PG 1015
CE-13-165	Abatement	$165.00	
CE-13-568	Abatement	$165.00	BK 6937/PG 2646
CE-13-768	Abatement	$155.00	BK 7008/PG 1808
CE-14-316	Abatement	$160.00	BK 7185/PG 810
CE-14-549	Abatement	$155.00	BK 7234/PG 331
CE-15-1023	Abatement	$170.00	BK 7559/PG 2688
CE-16-298	Abatement	$310.00	BK 7696/PG 2630
CE-16-711	Abatement	$170.00	
CE-17-108	Demo	$2,310.50	BK 6528/PG 2558

- 1057 Mitchell St

CE-11-660	Code Case	$101,400.00	BK 6442/PG 2348
CE-12-090	Abatement	$165.00	BK 6583/PG 2634
CE-12-723	Abatement	$165.00	BK 6711/PG 1010
CE-13-230	Abatement	$165.00	BK 6798/PG 2805
CE-16-850	Demo	$2,289.77	BK 7195/PG 116

- 401 N Carolina Ave.

CE-12-029	Abatement	$165.00	
CE-12-466	Abatement	$165.00	BK 6658/PG 2361
CE-13-171	Abatement	$165.00	BK 6798/PG 2804
CE-13-658	Abatement	$165.00	BK 6971/PG 836
CE-14-343	Abatement	$160.00	BK 7219/PG 593
CE-15-059	Abatement	$310.00	BK 7264/PG 2926
CE-15-388	Abatement	$170.00	BK 7385/PG 1512
CE-15-573	Abatement	$170.00	BK 7430/PG 445
CE-16-260	Abatement	$170.00	BK 7673/PG 2231
CE-16-710	Abatement	$310.00	
CE-17-085	Demo	$2,802.17	BK 6719/PG 2033

- 1102 Broadmoor Dr.

CE-10-824	Abatement	$135.00	BK 6275/PG 2884
CE-10-881	Code Case	$103,250.00	BK 6427/PG 2375
CE-11-404	Abatement	$165.00	BK 6395/PG 2362
CE-11-661	Abatement	$165.00	BK 6451/PG 1978
CE-12-031	Abatement	$165.00	BK 6518/PG 2579
CE-12-202	Abatement	$165.00	BK 6609/PG 1020
CE-12-459	Abatement	$165.00	BK 6658/PG 2359

CE-12-784	Abatement	$165.00	BK 6719/PG 1938
CE-13-169	Abatement	$165.00	BK 6798/PG 2807
CE-13-609	Abatement	$165.00	BK 6937/PG 2645
CE-13-720	Abatement	$165.00	BK 7014/PG 950
CE-14-315	Abatement	$160.00	BK 7185/PG 814
CE-17-084	Demo	$2,247.17	BK 6719/PG 2030

- 300 N Varr Ave

CE-17-154	Demo	$2,415.23	BK 6031/PG 781
CE-16-430	Abatement	$170.00	BK 7716/PG 2518
CE-15-598	Abatement	$170.00	BK 7434/PG 2968
CE-14-313	Abatement	$160.00	BK 71/87/PG 2948
CE-13-767	Abatement	$160.00	BK 7008/PG 1807
CE-13-164	Abatement	$165.00	BK 6778/PG 522
CE-12-764	Abatement	$165.00	BK 6711/PG 1019
CE-12-460	Abatement	$165.00	BK 6658/PG 2372
CE-12-032	Abatement	$165.00	BK 6518/PG 2522
CE-11-657	Abatement	$165.00	BK 6454/PG 949
CE-10-825	Abatement	$135.00	BK 6278/PG 2368
CE-09-601	Abatement	$235.00	BK 6059/PG 81
CE-07-448	Code Case	$148,750.00	BK 5814/PG 5977

It should be noted all the code liens listed above occurred prior to BACRAP purchasing the six (6) properties. Moreover, the earliest code enforcement action was initiated in 2007 (300 North Varr Avenue) and the latest in 2012 (401 North Carolina Avenue).

On December 12, 2017, City Council approved a Code Enforcement Lien Reduction Agreement between the City of Cocoa and Broadmoor Acres Community Restoration and Preservation Inc. (BACRAP) pursuant to 6-707 of the Cocoa City Code. This agreement conditionally provides a reduction of the code enforcement liens associated with 408 Kentucky Ave., 1115 Broadmoor Dr., 1057 Mitchell St., 401 N Carolina Ave., 1102 Broadmoor Dr., and 300 N Varr Ave., to $0 providing that BACRAP agrees to and complies with the conditions set forth in the agreement. BACRAP agreed to construct a single-family affordable home on each property and obtain a Certificate of Occupancy (CO) for each home within two (2) years. In the event that BACRAP does not perform this condition (or any other condition of the Agreement), the lien reduction requested would be automatically retroactively denied, the Order reducing the fine shall be null and void, and the code liens remain on the properties (see Attachment A).

On November 12, 2019, BACRAP was notified in writing that the two-year deadline, December 15, 2019, to construct the six (6) single family homes and obtain a certificate of occupancy is approaching (see Attachment B). The Agreement also requires that within 90 days from the issuance of the CO a sale will be completed with a qualified homebuyer. The Agreement allows the City to extend the timeframe annually for good cause, at the request of BACRAP. This request was submitted by BACRAP to the City Manager on November 24, 2019 (see Attachment C).

In the past five (5) years the City has entered in to three (3) Code Enforcement Lien Agreements. Council approved:

- On December 12, 2018, City Council approved a code lien satisfaction agreement with Gladys Thomas in the amount of $17,427.04 for four (4) properties to reduce approximately $1,692,990 in Code Enforcement liens, the payoff amount included two (2) water liens as well. The property owner was seeking to sell a home in Rockledge and was unable to obtain clear title because of the City of Cocoa code enforcement liens. This lien satisfaction agreement, released the liens on three (3) of the city properties and the Rockledge property. Two (2) remaining code liens remain on the 1040 Azalea Lane property, which was purchased in a tax deed sale and is no longer owned by Ms. Thomas. Also, please note that Ms. Thomas was owner of all the properties at the time the code liens occurred.
- On May 9, 2017, City Council approved a code lien reduction agreement with YAD Assets, LLC.; Tim & Arlet Levensaler a.k.a. Sophlex Properties for 909 School Street in the amount of $1,996.66, which include six (6) code liens and $750 in administrative costs, which occurred prior to the parties obtaining the property. The Levensaler's were purchasing the property for rental purposes from YAD Assets, LLC and anticipated the repairs on the property would cost approximately $30,000. Prior to Council approval the water liens were required to be paid as well and the Levensaler's were required to make all necessary repairs within 60 days of Council approval.

BACRAP's code enforcement lien reduction agreement is different from the two mentioned above, as the properties were purchased with the code liens already attached to the properties. Additionally, the properties that are owned by BACRAP are being developed to provide homeownership opportunities for residents of our city.

It should be noted redevelopment of infill housing presents a multitude of challenges, especially in an area that has generally experienced a decline in property values and heavily influenced by the socio-economic conditions of the neighborhood. Most notably, many private developers perceive individual infill sites as being less profitable and carrying higher risk and thus turn to larger redevelopment or Greenfield sites to yield a higher density and achieve the necessary efficiencies of scale and financial feasibility. Thus, many communities seek to collaborate with non-profit agencies or community redevelopment agencies to overcome the systemic challenges to advance redevelopment and revitalization.

Infill development sites are generally characterized by either being vacant lots, abandoned properties or underutilized sites. Regarding Broadmoor Acres, the neighborhood largely suffers from vacant lots and abandoned properties. Vacant lots often become dumping grounds posing health and safety hazards. Abandoned properties affect the neighborhood and city through loss of property tax revenues, both the value of the abandoned properties and the property values of surrounding homes. Abandoned properties also become havens for criminal activity, an underpinning of the criminological phenomena known as the broken windows theory. These properties many times are more problematic as the broken windows theory asserts, they visibly show "signs of crime, anti-social behavior, and civil disorder [that] create[s] an urban environment that encourages further crime and disorder, including serious crime."

While the Broadmoor Acres neighborhood is not located within a community redevelopment area, it certainly exhibits the signs of disinvestment and decline. Thus, the successful revitalization of Broadmoor Acres neighborhood rest on the ability to successfully address vacant lots and abandoned properties. BACRAP is seeking to address and ameliorate these conditions within the

Broadmoor Acres neighborhood which will help stabilize the neighborhood, prevent its future decline and positively affect the quality of life of the neighborhood's residents and the City as a whole.

The City has successfully partnered with several non-profit developers to construct homeownership opportunities. Due to the many reasons cite above, the City has been unable to attract and partner with a private developer. Outside of the City approving the Code Enforcement Lien Reduction Agreement, the City of Cocoa has not entered into a contractual partnership with BACRAP to provide affordable housing through the redevelopment of vacant lots and abandoned properties. Below represents the various non-profit developers with whom the City has partnered.

- Central Florida Community Development Corporation (CFCDC) - The City contracted with CFCDC in 2004 and 2005 to construct eight (8) affordable workforce homes. The agreements were modified by City Council four (4) times to extend the timeframe for development. The modifications to the agreement were approved on: February 27, 2007, March 18, 2008, October 28, 2008, and April 23, 2009. Unfortunately, CFCDC failed to perform and the properties went into foreclosure due to market conditions. The property was eventually re-acquired by the City in lieu of code liens on the property and the City constructed what is now known as the Regina Myra Subdivision.

- Community Housing Initiatives (CHI) - The City contracted with CHI in 2004 and 2005 to construct eight (8) affordable workforce homes. All eight (8) homes were constructed within the required timeframe. The City contracted with CHI in 2014 to complete the first four (4) homes in the Regina Myra Subdivision. Since all four (4) homes were partially constructed, CHI was able to finish the construction of the homes within the required timeframe. In September 2016, the City contracted with CHI to construct the remaining four (4) homes in the Regina Myra Subdivision. On September 2017, CHI requested a three (3) month extension of time due to heavy rain delays and Hurricane Irma and Matthew. This extension of time was granted by the City Manager and the project was completed within the approved timeframe.

- Habitat for Humanity of Brevard County (Habitat) - since July 2008 the City has partnered with Habitat to construct affordable workforce housing. Since the partnership is for purchase or donation of land there have not been any formal request for extensions of time. However, the City has worked with Habitat as they are continually fundraising and applying for grants for the construction of the homes in addition to using volunteers to construct.

Staff is seeking direction from City Council as to the request to extend the timeframe of this agreement for good cause. Regarding Section 6 of the Agreement, Conditions of Release of Liens, BACRAP was issued two (2) permits for 1102 and 1115 Broadmoor Drive on September 9, 2019, and according to their November 24, 2019 letter they anticipated obtaining Certificate of Occupancy's prior to the expiration of the Agreement. Subsequently, staff was advised on December 4th that due to supplier and FPL's schedules that the two (2) homes will not be completed by December 15th. BACRAP anticipates that these will be completed and ready for final inspection for the purposes of obtaining a Certificate of Occupancy in early January. Staff recommends City Council provide a 30-day extension to permit these two (2) homes to be completed.

The four (4) remaining lots remain undeveloped. Regarding Section 6d, BACRAP has maintained its status as a Not for Profit Florida Corporation during the entire effective date of the agreement. Regarding Section 6e, no new code violations exist on any of the six (6) properties. Section 6b, c, and f cannot be evaluated at this time. As previously indicated BACRAP is requesting an extension

for the four (4) remaining lots. Pursuant to the November 24th letter from BACRAP, *"The current timeline plans for construction to begin early next year on the next two homes and the last two later in the year as funding permits."*

If City Council were to extend the timeframe to develop the four (4) remaining lots, staff recommends City Council extend the timeframe by one year and evaluate the progress consistent with the existing provisions of the Code Enforcement Lien Reduction Agreement, which would be annually per Section 6a of the agreement.

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STRATEGIC PLAN CONNECTION:

Image and Community Development - The construction of quality, affordable homes within the City of Cocoa would increase the City's tax base, provide homes to citizens and enhance it's image.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

On December 12, 2017, City Council approved a Code Enforcement Lien Reduction Agreement with BACRAP.

RECOMMENDED MOTION:

Approve a 30-day extension to obtain a Certificate of Occupancy for the two (2) homes currently under construction, 1102 and 1115 Broadmoor Drive.

Provide direction for an extension request from Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017 for the four (4) remaining lots.

CODE ENFORCEMENT LIEN REDUCTION AGREEMENT

THIS CODE ENFORCEMENT LIEN REDUCTION AGREEMENT("Agreement") is made and entered between the **CITY OF COCOA** ("City") and **BROADMOOR ACRES COMMUNITY RESTORATION AND PRESERVATION INC.** ("Owner").

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration in which the Parties acknowledge, the Parties agree as follows:

1. **Property**. Owner is the fee simple owner of properties located in the Broadmoor Acres neighborhood in the City of Cocoa, specifically, 408 N. Kentucky Avenue, 1057 Mitchell Street, 401 N. Carolina Avenue, 1115 Broadmoor Drive, 1102 Broadmoor Drive, and 300 N. Varr Avenue, ("the Property").

2. **Liens**. The City currently has the following code liens relating to property maintenance violations on the Property ("code liens"), which were duly recorded in the Official Records of Brevard County, to wit:

408 N. Kentucky Ave
CE-10-826 $135.00
CE-12-655 $165.00
CE-16-855 $4,134.88

1057 Mitchell St
CE-11-660 $101,400.00
CE-12-090 $165.00
CE-12-723 $165.00
CE-13-230 $165.00
CE-16-850 $2,289.77

401 N Carolina Ave
CE-12-029 $165.00
CE-12-466 $165.00
CE-13-171 $165.00
CE-13-658 $165.00
CE-14-343 $160.00
CE-15-059 $310.00
CE-15-388 $170.00
CE-15-573 $170.00
CE-16-260 $170.00
CE-16-710 $310.00
CE-17-085 $2,802.17

1115 Broadmoor Dr.
CE-09-393 $163,250.00
CE-10-823 $135.00
CE-11-662 $165.00
CE-12-462 $165.00
CE-12-782 $165.00
CE-13-165 $165.00
CE-13-568 $165.00
CE-13-768 $155.00
CE-14-316 $160.00
CE-14-549 $155.00
CE-15-1023 $170.00
CE-16-298 $310.00
CE-16-711 $170.00
CE-17-108 $2,310.50

1102 Broadmoor Dr.
CE-10-824 $135.00
CE-10-881 $103,250.00
CE-11-404 $165.00
CE-11-661 $165.00
CE-12-031 $165.00
CE-12-202 $165.00
CE-12-459 $165.00
CE-12-784 $165.00
CE-13-169 $165.00
CE-13-609 $165.00
CE-13-720 $165.00

CE-14-315 $160.00
CE-17-084 $2,247.17

300 N. Varr Avenue
17-154 $2,415.23
16-430 $170.00
15-598 $170.00
14-313 $160.00
13-767 $160.00
13-164 $165.00
12-764 $165.00
12-460 $165.00
12-032- $165.00
11-657 $165.00
10-825 $135.00
09-601 $235.00
07-448 $148,750

3. **Diligent Efforts to Improve Property and Neighborhood**. The City acknowledges the code violations were imposed against the previous owners of the Property and were not caused by Owner. When Owner acquired the Property, Owner made diligent efforts to correct violations and improve the Property, which has also improved the surrounding neighborhood. Owner is a non-profit corporation whose stated mission is to improve deteriorating neighborhoods, with the hope of lessening tensions and reducing the need for government intervention.

4. **Need For Affordable Housing**. The City of Cocoa has a need for affordable housing in neighborhoods such as Broadmoor Acres. The code liens on the Property hinder productive development of the Property and limit the Owner's ability to sell the Property to potential home buyers, especially those who qualify for affordable housing.

5. **Lien Reduction**. Owner applied for a reduction of the code liens pursuant to section 6-707 of the Cocoa City Code, and the Code Enforcement Board and City Council conditionally agreed to reduce the code liens to $ 0, in consideration of the Owner agreeing to and completing the conditions set forth herein.

6. **Conditions of Release of Liens.** The City hereby agrees to the satisfaction and release of all code liens listed in paragraph 2 upon the completion of the following:

a. **Construct Affordable Housing**. Owner agrees to construct a single family affordable home on each property listed in Paragraph 1 herein and shall obtain a Certificate of Occupancy for each home within **two (2) years** of the date of this Agreement, which time frame may be extended annually by the City for good cause. An affordable home is defined as housing for which the

occupants are paying no more than 30 percent of their gross annual income for housing costs (mortgage, taxes and property insurance).

b. **Sale to Qualified Buyers.** Within **ninety (90) days** of the issuance of the Certificate of Occupancy, Owner agrees to sell and close on each property listed in Paragraph 1 to a person qualified for affordable housing status. Owner shall not rent any of the properties prior to the sale to a qualified buyer. Owner shall provide immediate written notice to the City of the closing date for each property. Reasonable extensions to the 90 day requirement to close may be provided by the City in extenuating circumstances not caused by dilatory actions of Owner.

c. Upon sale, the Owner shall record a Land Use Restriction Agreement (LURA) on each property which maintains the affordable housing provisions of this agreement for a period of no less than 20 years.

d. **Not for Profit Corporation**. Owner shall continually maintain its status as a Not for Profit Florida Corporation during the entire effective date of this Agreement.

e. **No New Violations.** No new or additional code violations shall exist on the Property during Owner's ownership.

f. **Community Center**. If a community center is constructed, a LURA shall be recorded on the property maintaining the special exception use by the owner. The community center must be available for use to all residents and property owners within the Broadmoor Acres community.

7. **Failure to Comply.** In the event all of the conditions set forth in Section 6 of this Agreement are not fully complied with to the satisfaction of the City Manager, the lien reduction request shall be automatically retroactively denied, the Order reducing the fine shall be null and void, and the code liens listed in paragraph 2 shall remain a charge against the Property in the amount they would have been had the reduction not been approved and this Agreement had not been executed by the Parties, less credit for any payments received by the City toward the code liens. This paragraph shall not affect properties already sold.

8. **City to Record Satisfaction and Release of Lien.** Upon full satisfaction of all conditions set forth in Section 6, the City shall file Satisfactions and Releases of the code liens in the Public Records of Brevard County for each property upon which a HUD1 is provided to the City.

9. **Representations of the Parties.** The parties hereby each represent and warrant to the others that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery

and performance of this Agreement. This Agreement will, when duly executed and delivered by the parties, constitute a legal, valid and binding obligation enforceable against the parties hereto in accordance with the terms and conditions of this Agreement.

10. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute related to this Agreement arising out of state law shall be properly located in Brevard County, Florida and any federal dispute shall be in Orlando, Florida.

11. **Amendments.** This Agreement shall not be modified or amended except by written agreement duly executed by all the parties hereto.

12. **Entire Agreement.** This Agreement supersedes any other agreement, oral or written, regarding the code liens on the Property and contains the entire agreement between the City and Owner as to the subject matter hereof.

13. **Severability.** If any provision of this Agreement is found invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

14. **Effective Date.** This Agreement shall become effective upon the execution of this Agreement by all parties hereto.

15. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

16. **City Police Power.** Owner agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

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

18. **Outstanding Liens, Taxes**. Owner agrees that it shall pay any other outstanding liens attached to the property and any property taxes owed. The City makes no representation as to any other liens or interests attached to the Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the dates indicated below.

CITY OF COCOA, FLORIDA:

Henry U. Parrish III, Mayor

ATTEST:

By: Carie Shealy

Carie Shealy, MMC
City Clerk

Date: 12/15/2017

OWNER: BROADMOOR ACRES COMMUNITY RESTORATION AND PRESERVATION INC.

Signature Authorized Representative

Print Name: LAWRENCE W. SINCLAIR
Title: CEO-Executive Director

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 13 day of December 2017, by Lawrence Sinclair who [✓] is personally known to me or [ ] produced _____ as identification.

NOTARY PUBLIC, State of Florida
My commission expires: 6.16.20

MONICA R. ARSENAULT
MY COMMISSION # GG 003349
EXPIRES: June 16, 2020
Bonded Thru Budget Notary Services

City Manager's Office
65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8686 I Fax: (321) 433-8690

November 12, 2019

Larry Sinclair, Chief Executive Officer
Broadmoor Acres Community Restoration and Preservation, Inc.
1052 Mitchell Street
Cocoa, Florida 32922

Dear Mr. Sinclair:

As you know, the City of Cocoa and Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP), entered into a Code Enforcement Lien Reduction Agreement on December 15, 2017. The Agreement provided that, in exchange for the City Council conditionally reducing the code enforcement liens on the 408 Kentucky Avenue, 1115 Broadmoor Drive, 1057 Mitchell Street, 401 N Carolina Avenue, 1102 Broadmoor Drive, and 300 N Varr Avenue properties, BACRAP would construct a single family affordable home on each property and obtain a certificate of occupancy for each home within two (2) years. In the event that BACRAP does not perform this condition (or any other condition of the Agreement), the lien reduction requested is automatically retroactively denied, the Order reducing the fine shall be null and void, and the code liens remain a charge on the properties.

This letter is to inform you that the two-year deadline, December 15, 2019, to construct each single family affordable home and obtain a certificate of occupancy is approaching. The Agreement allows the City to extend the time frame annually for good cause. Please be aware that should the December 15, 2019 deadline expire without BACRAP receiving a certificate of occupancy for each home, the lien reduction will be automatically denied unless BACRAP requests an extension from the City Council. Should BACRAP desire to request an extension, please submit such a request, in writing, to my office. **Any extension request must be received by November 29, 2019 in order to be placed on the December 11, 2019 City Council meeting agenda.**

I have enclosed a copy of the Agreement for your convenience.

Thank you,

John A. Titkanich, Jr.

John A. Titkanich, Jr.
City Manager

c: Anthony Garganese, City Attorney

Bob Harvey, Chairman
Broadmoor Acres Community Restoration and Preservation Inc.
1035 Peachtree Suite B
Cocoa Florida 32922
321-735-8071
robertharveyf16@gmail.com

FL Division of Consumer Services
Registration Number CH48050
CCTCP Sponsor Number CC-0502-C

We Are a 501(c)(3) Tax Exempt Charity
Tax ID # 81-2169634

November 24, 2019

Mr. John Titkanich
City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, Florida 32922

RE: Request to Extend Code Enforcement Lien Reduction Agreement with BACRAP

Dear John,

In 2017, the City of Cocoa and Broadmoor Acres Community Restoration and Preservation Inc, 501(c)3, (BACRAP) entered into a Code Enforcement Lien Reduction Agreement for six lots in Broadmoor Acres – one of Cocoa's oldest neighborhoods. Each of these lots had accumulated significant liens from code violations levied on previous owners over the decades – totaling more than $550,000. The terms of the agreement established that the liens would be forgiven if BACRAP would acquire the six lots, clean them up and build new homes on them.

This agreement is soon reaching its original expiration date and, in order to move forward in a coordinated way, should be extended. The need for an extension was contemplated in the original agreement – a provision is included that it "may be extended annually by the City for good cause" if it is in the best interests of the City. Therefore, the BACRAP Board of Directors is formally requesting an extension of the agreement in accordance with paragraph 6.a.

Everyone involved in developing this agreement understood from the onset that building six homes in Broadmoor Acres was an ambitious goal. No new homes had been built there in more than 50 years and the neighborhood was plagued by abandoned lots, abandoned homes, slumlords, and drug and other crime activity. Despite these challenges, BACRAP stepped up and

FL Division of Consumer Services Registration Number CH48050 "A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE"

made a difference and would like to continue making a difference by building these additional four homes per this agreement.

Because of BACRAP's efforts, significant progress has been made in the neighborhood:

- All code violations cited on the previous owners of these six properties have been corrected, dramatically improving these properties and the entire neighborhood,
- Two new homes covered under this agreement are nearing completion as we write this and are expected to have Certificates of Occupation prior to the original expiration date,
- Construction of four more homes covered under this agreement is in the planning stage. The current timeline plans for construction to begin early next year on the next two homes and the last two later in the year as funding permits.
- BACRAP also has acquired other lots and is planning on building additional new homes in Broadmoor Acres on lots with no code violations. While those lots are not a part of this agreement, they are a part of BACRAP's overall effort to improve the neighborhood.

These new owner-occupied homes will provide quality workforce housing to families who qualify for affordable home status and will increase the overall value of existing homes and the entire Broadmoor Acres community.

Other significant accomplishments in Broadmoor Acres are equally noteworthy. Many of these, while not controlled by the BACRAP 501c3, are a direct result of effort by the same private individuals who organized BACRAP.

- More than 16 older homes – many previously owned by slumlords and some used by drug dealers – have been acquired, repaired, brought up to City of Cocoa building codes and sold to owners who now occupy their property. As you know, increasing the percentage of owner-occupied housing in a neighborhood is a proven method of revitalization.
- Criminal activity in Broadmoor Acres has **decreased significantly** in the last three years. Crime reports are **down 40% from 2016 to 2018!**
- Improved street lighting, trash and debris removed from vacant lots owned by BACRAP and the formation of a neighborhood watch have all had an overall positive impact. Through community watch meetings hosted by the Cocoa Police Department, neighbors have been encouraged to add additional lighting to their homes and other deterrents that help reduce criminal activity – and they are taking action.
- Multiple community gatherings throughout the year hosted by BACRAP bring the community together and continue to bring neighbors together.
- Among other dramatic improvements to the overall appearance of the neighborhood are that many vacant lots that were once overgrown with weeds and were used as dumping sites are

FL Division of Consumer Services Registration Number CH48050 "A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE"

now clean, free of debris and mowed on a regular basis. These lots have been well maintained for more than 3 years.

The bottom line is the overall appearance of Broadmoor Acres is improving, crime is down, homes are being improved and children can play outdoors without fear of harm. Aren't these exactly the results the City Council wants? Why stop now?

Provision for Extension:

The Code Enforcement Lien Reduction Agreement between BACRAP and the City of Cocoa stipulates that it "may be extended annually by the City for good cause" if it is in the best interests of the City. The first two homes are expected to be completed and sold in accordance with the agreement, fulfilling the intent of the lien reduction agreement on those lots. An extension of the agreement will apply to the liens on the remaining four lots and is in the best interests of the City of Cocoa and the residents of Broadmoor Acres. As you contemplate this request, we ask you to consider the following:

- These are violation fines from previous owners – not fines levied while under the ownership of BACRAP. Likewise, these fines are not reimbursement for expenses of the code enforcement personnel or administration. Those expenses have already been reimbursed.
- It is the normal procedure of the City to extend agreements. An example is that the City has recently given a second extension on a proposed hotel construction, after finding the developer in default. Both extensions were granted with zero improvement to the property.
- Another example is the City's delay of implementing fines on property at 112 Derby Street – a notoriously run-down abandoned property in the heart of historic Cocoa village. In the recent Code enforcement meeting, fines against the property owner were delayed allowing more time to comply.
- **It would be highly unusual if the City Council were to treat BACRAP differently than other property owners who are routinely granted extensions.**

What will happen if?

It is necessary for the citizens of the City of Cocoa to understand what will happen if the agreement is not extended. In the unlikely event the City Council decides not to extend this agreement, there is zero benefit to the City of Cocoa or the residents of Broadmoor Acres. If the agreement is not extended, the remaining four lots will have the lien violation fines reinstated. To what end? Because the liens are so high, it is extremely unlikely that anyone will buy the lots with the associated liens without an agreement similar to that of BACRAP facilitates the sale.

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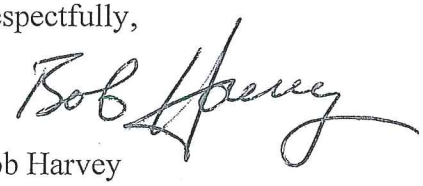
Most importantly, the citizens of Broadmoor Acres will suffer. Realistically, no one other than BACRAP has any interest in helping Broadmoor Acres. Not one other group has stepped forward to help during the past five years. To not extend this agreement is to condemn Broadmoor Acres to return to a declining condition rather than move forward with the revitalization effort instituted by BACRAP.

If the City Council does not extend this agreement, they will be abandoning the only hope the residents of Broadmoor Acres have seen in many decades. That is not in the best interests of the City or the citizens.

If, on the other hand, the City Council does approve an extension of this agreement, BACRAP can and will continue to move forward with construction of the next four homes. Of course, as we have proven, allowing BACRAP to continue this effort will improve the historic Broadmoor Acres neighborhood, further revitalizing the area and increasing the value of all properties in Broadmoor Acres. Moving forward under an extension to this agreement provides affordable workforce housing for citizens of the City of Cocoa and an increased tax base for the city.

The Board of Directors of Broadmoor Acres Community Restoration and Preservation, Inc. remain committed to continuing to collaborate with the City of Cocoa and to improving the Broadmoor Acres neighborhood to revitalize the neighborhood and provide quality affordable workforce housing. Without a doubt, approving an extension to this agreement is definitely in the best interest of the City of Cocoa. I sincerely hope the City Council agrees and extends this agreement on Wednesday, December 11th.
Thank you for your consideration of our request to extend this agreement.

Respectfully,



Bob Harvey
Colonel, USAF (retired)
Chairman, Board of Directors
Broadmoor Acres Community Restoration and Preservation, Inc.

FL Division of Consumer Services Registration Number CH48050 "A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE"

Legislation Details (With Text)

File #:	19-624	**Version:**	2	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	11/26/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Confirm the Mayor's Reappointment of Ms. Marian Jackson as a Regular member of the Housing Authority of the City of Cocoa through December 31, 2023. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11_26_19 Intent to Reapply.pdf Housing Authority Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 26, 2019
Agenda Date: December 11, 2019
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Confirm the Mayor's Reappointment of Ms. Marian Jackson as a Regular member of the Housing Authority of the City of Cocoa through December 31, 2023.

BACKGROUND:

Ms. Marian Jackson currently serves as a member on the board for the Housing Authority of the City of Cocoa. She has been a member of the board since December 2013. Her current term expires on December 30, 2019 and she has expressed a desire for reappointment to the board. If reappointed, Ms. Jackson's term on the board would be a four year term through December 2023.

Pursuant to Section 421.05, Florida Statutes, Housing Authority appointments require a nomination from the Mayor and consideration by the City Council. The City Clerk spoke with Mayor Williams and he fully supports the nomination of Ms. Jackson.

A current roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Ms. Jackson was originally appointed to the Housing Authority at a regular City Council meeting held on December 10, 2013.

RECOMMENDED MOTION:

Confirm the Mayor's Reappointment of Ms. Marian Jackson as a Regular member of the Housing Authority of the City of Cocoa through December 31, 2023.

In response to inquiry by the Office of the City Clerk, I, Marian Jackson

✓ seek reappointment

____ do not seek reappointment

as a member of the Housing Authority for the City of Cocoa for a four-year term.

Sincerely,

Marian Jackson

Marian Jackson

Additional Comments: I am thankful for having served for the past four years. It has been well spent and certainly a great learning experience and would love to continuing to serve

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Housing Authority of the City Of Cocoa - Terms of Office Fall Under The Housing Authority Program Requirements		**Meets Third Tuesday Every Month**		**Expirations in December**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Buzzell, Scott L. (resident member)	1119 Fern Avenue Cocoa FL 32922	321-458-2620 (home) 321-639-2233 (work) 321-458-2620 (cell) Scott.Buzzell@yahoo.com	12/10/2013 ***initial term 1/1/14-12/31/17 (four year)***	December 31, 2022
Cole, Thomas	3219 Bayfield Cocoa FL 32922	321-652-9676 (work) 321-288-9486 (cell) Thomas.cole@emmajewelcharter.com	02/10/15 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/14 (one year)***	December 31, 2022
Jackson, Marian T.	1209 Heritage Acres Boulevard Rockledge FL 32955	321-633-9427 (home) 321-837-7081 (work) 321-537-6999 (cell) marijack77@gmail.com	12/08/15 reappointed 12/10/2013 ***initial term 1/1/14-12/31/15 (two year)***	December 31, 2019
Joiner, Chenita	2202 Mercer Drive Cocoa FL 32926	321-639-6413 (home) 321-633-2007 (work) 321-591-4501 (Cell) Jkeds01@earthlink.net	12/13/16 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/16 (three year)***	December 31, 2020
Robinson, Joe C. (Chairman)	5510 Bent Oak Drive Titusville FL 32780	321-383-4424 (home) 321-383-3026 (work) 321-361-2325 (cell) nbcsc@cfl.rr.com	1/09/18 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/17 (four year)***	December 31, 2021
LIAISON	Mayor Williams		Updated 12/18	
Contact Info:	828 Stone St. Cocoa, FL 32922	636-8535 (office) 632-4729 (fax)	Chief Exec. Officer Debra Krueger, Records Asst. Debra Krueger dkrueger@haccfl.com	

Legislation Details (With Text)

File #:	19-629	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/26/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Consideration of a donation application for the Sister City's Sharing Space Together Program. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11_2019 Sharing Space Together_ Sister City.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 26, 2019
Agenda Date: December 11, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consideration of a donation application for the Sister City's Sharing Space Together Program.

BACKGROUND:

The Sister City Program of Florida, Inc., submitted a donation application to the City Clerk's office on November 1, 2019. The application is for a request for assist in their project "Sharing Space Together", which will provide a unique educational opportunity for eleven (11) local students with one (1) chaperone to attend Kennedy Space Center's International Space Camp, along with ten (10) Israeli students (with two (2) chaperones) from the Sister City, Beit Shemesh, Israel.

More specifically regarding the direct impact to Cocoa, the Application provides that the donation will fund the full cost of 1 Cocoa resident student for KSC's International Space Camp and ½ the cost of 1 Israeli student who will be paired together for this experience. The City Attorney has opined that the City Council could deem this proposed donation to serve a valid municipal purpose consistent with, and subject to, the terms and conditions of the municipal services required by the Municipal Services Agreement between the City of Cocoa and Sister City Program of Cocoa, Florida, Inc., dated January 13, 2011.

The Sister City of Cocoa has offered high quality, educational and cultural opportunities for the residents of Cocoa and Brevard County for the past twelve years. This project "Sharing Space Together", will offer local students access to not only KSC's Space Camp but will provide an opportunity for these local students to share the experience with students from another nation.

If approved, the donation will be subject to the terms mentioned above.

Each year, City Council members are allotted $750 each for these purposes, and the maximum donation an organization can receive is $1,000. If each Council member donates $200 of their donation fund, it will leave each with a balance of $550.

To date, there have been no donations requests for FY 2020.

The donation application request has been attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

Amount Requested	$1,000.00
Account Number	001-1000-511.48-00
Account Name	Promotional Activities

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Consideration of a donation application for the Sister City's Sharing Space Together Program.

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: The Sister City Program of Cocoa FL INC

Project Name: Sharing Space Together

		YES	NO
1	Completed Application	✓	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	✓	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	✓	
4	Exhibit C - Project Objectives	✓	
5	Exhibit D - Use Of Funds Statement	✓	

Please send original application with requested attachments to:

City of Cocoa
Carie Shealy, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at 433-8484 . Thank You.

SCANNED

65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: The Sister City Program of Cocoa FL Inc.

FEDERAL ID #: 27-1676020

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: PO Box 564

CITY/STATE: Cocoa FL 32923 **ZIP:** 32923

CONTACT PERSON: Kathy Mardirosian **TITLE:** Board Member-Director

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321-536-0908 **FAX #:**

EMAIL ADDRESS: Contact@sistercityprogram.org

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: $26,500

PROJECT INFORMATION:

NAME OF PROJECT: Sharing Space Together

TOTAL PROJECT COST: $ 17,600

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF MONETARY REQUEST: $ 1000.00

AMOUNT OF IN-KIND REQUEST: $ NA

COUNCIL DISTRICT: ☑ CITYWIDE ☐ DISTRICT 1 ☐ DISTRICT 2 ☐ DISTRICT 3 ☐ DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 24 participants plus their families

 # OF COCOA RESIDENTS TO BE SERVED: 3. Others impacted are from surrounding municipalities

(20 POINTS)

NEW PROGRAM?: ☑ YES ☐ NO (10 POINTS) **EXPANDED PROGRAM?:** ☐ YES ☐ NO

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

   Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes ✓ No_____ If yes, briefly describe. (10 POINTS)

   Kathy Mardirosian, one of our board members lives in Cocoa. She has served on the committee that has planned and is implementing this project. She is currently actively involved in almost every aspect of this project.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

   The Sister City Program has over 12 years of experience producing art/culture/educational events/project for our local community. From music festivals to theatrical performances, from children's art showcases to cultural festivals featuring music, dance and food. The bulk of this project is our commitment to funding the 5-day Space Camp, which we have already done.

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Kathy Mardi

Signature of Authorized Representative

11-4-2019

Date

Exhibit A

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 22 2011

SISTER CITY PROGRAM OF COCOA
FLORIDA INC
322 SCENIC DR
COCOA, FL 32926-2578

Employer Identification Number:
27-1676020
DLN:
17053327308000
Contact Person:
PETER A ORLETT ID# 31436
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 14, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Sister City Program of Cocoa Florida, Inc.
Profit & Loss
January through December 2018

Exhibit B

Sister City Program	Jan - Dec 18
Ordinary Income/Expense Report	
Income	
Cameron Watson Call to Zion	3,688.09
Cruise	0.00
Gifts In Kind	200.00
Jordan Miles -Guest speaker	680.00
Living Passover Sponsorship	2,300.00
Living Passover Tickets	1,520.00
Makayla Goetz	
Boots On The Ground Project	1,511.30
Total Makayla Goetz	1,511.30
Membership Renewals	211.00
Zealous 4 Israel Alina B Donations	4,839.50
Zealous 4 Zion Randy Donations	500.00
Total Income	15,449.89
Expense	
Bank Service Charges	33.76
Cameron Watson	3,647.12
Charitable Contributions	350.00
Dues and Subscriptions	280.00
Friends of Israel - Scouts	525.00
Gifts Of Love Expenses	356.95
Insurance Expense	403.00
Jordan Miles Sponsorship	580.00
Living Passover	2,497.93
Makayla	768.00
Office Expense	787.46
Professional Fees	
Accounting	390.00
Total Professional Fees	390.00
Zealous 4 Israel Scholarship	4,894.50
Zealous 4 Israel Scholarship	500.00
Total Expense	16,013.72
Net Ordinary Income	-563.83
Net Income	**-563.83**

Exhibit C

Project Objectives

Project Name: Sharing Space Together

Objectives: Provide a unique cultural educational opportunity for 11 local students (with 1 chaperone) to attend Kennedy Space Center's International Space Camp along with 10 Israeli students (with 2 chaperones) from our sister city in Beit Shemesh, Israel

For over 12 years, the Sister City Program of Cocoa FL INC has offered high- quality educational, and cultural opportunities for the residents of Cocoa and Brevard County. From music festivals, to theatrical performances, from children's art showcases to unique citizen exchange travel programs, we have provided Cocoa and Brevard residents with unique ways of experiencing the world. Our motto is "Local Access; International Opportunity.

The **Sharing Space Together Project** is one of our most exciting – offering local students access not only to KSC's International Space Camp but the opportunity to share this experience with students from another nation. Your Sister City Program is dedicated to maintaining a future of peace and understanding between the United States and Israel. We realize that true peace in this world can only come through real and meaningful relationships and shared experiences. All of our programs are designed to build these critical life-long relationships. As mutual friends of democracy and freedom, Israel and the U.S. share many values and many dreams. One of these dreams reaches high above the earth as each of us seeks to learn new and better ways to use and share the SPACE above us all.

Historically, Brevard County students who can afford the $700 tuition for KSC's Space Camp attend the summer camps that include other Brevard students. Our project is unique in that it allows local students to attend space camp with international students thus they benefit from the unique opportunity to study with students of a different culture, learning mutual respect and appreciation for each other. These 21 students will train to live and work on Mars in two programs: Astronaut Training Experience® and Mars Base 1. There are also educator-led guided tours of Kennedy Space Center Visitor Complex and the Apollo/Saturn V Center, as well as a private briefing with a real veteran NASA astronaut. This project is uniquely positioned to create enthusiasm not only for science, technology, engineering and math but also to teach students the skills and attitudes they need to work with people of different cultures and languages. No other project in our county offers this unique blend of opportunity.

We are asking for money to fund the full cost of 1 Cocoa resident student for KSC's International Space Camp and ½ the cost of 1 Israeli student who will be paired together for this experience. While the impact of this funding on the city of Cocoa as a whole may seem small, the impact for this one Cocoa student is quite large.

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: 11-4-2019 **Project Dates:** December 22-31 2019

Organization: The Sister City Program **Project:** Sharing Space Together

1.) Please list the in-kind services requested from the City, along with the dates and times required:

N/A

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

We are requesting 1000.00 to be used to cover the cost of scholarships for students to attend International Space Camp at Kennedy Space Center.

700.00 scholarship for a Cocoa resident (full cost of Camp)
$ 300.00 scholarship for an Israeli student (approx. 1/2 cost of camp)

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Kathy Mercer
Project Administrator

11-4-2019
Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Ronald L Shelton
Project Financial Officer

11/5/19
Date

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Sister City Program of Cocoa, FL, Inc.

Project Name: "Sharing Space Together" KSC Space Camp

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	**Yes** [✓] **No** [ ]	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	**Number** [3]	10
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	**Yes** [✓] **No** [ ]	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	**Yes** [✓] **No** [ ]	20

6. COMMENTS:

_____

_____

_____

_____

_____

Total Score 100

Minimum threshold met?: **Yes** [✓] **No** [ ]

Forwarded to City Attorney for review: **Yes** [✓] **No** [ ] **Date:** 11/15/19

Meets municipal purpose?: **Yes** [ ] **No** [ ]

City Council: _____ **Approved:** **Yes** [ ] **No** [ ]

Legislation Details (With Text)

File #:	19-561	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	City Business	
File created:	11/4/2019		**In control:**	City Council	
On agenda:	12/11/2019		**Final action:**		

Title: Approve Resolution No. 2019-106 authorizing the execution of a Section 108 Contract for Loan Guarantee Assistance under Section 108 of the Housing and Community Development Act of 1974, as amended, pledging appropriate Non-Ad Valorem Revenues for payment of principal and interest, and authorizing the Mayor, City Manager, and City Attorney to execute the Contract, Note, and any related documents pertaining to the Section 108 Loan Guarantee Assistance. Approve Budget Resolution 20-021-A1 recognizing the $894,000 in debt proceeds that will be utilized to fund the Dr. Joe Lee Smith Community Center and Budget Amendment #20-021-A2 that will be utilized to fund the transfer from General Fund to the Section 108 Fund for the credit subsidy fee related to the loan. (Community Services Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Contract_CocoaFl_Draft_06212019_DebtServiceReserve_Draft for City_11222019.pdf
RESOLUTION NO 2019-106.pdf
Section 108 Loan repayment schedule v3.pdf
Budget Resolution FY 2020.pdf
BAF 20-021-A1-CS-HUD Loan Debt Proceeds Dr JLS Center (12-11-19) Agenda 19-561.pdf
BAF 20-021-A2-CS-HUD Loan Subsidy Fee (12-11-19) Agenda 19-561.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 25, 2019
Agenda Date: December 11, 2019
Prepared By: Nancy A. Bunt, Community Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve Resolution 2019-106 authorizing the execution of a Section 108 Contract for Loan Guarantee Assistance under Section 108 of the Housing and Community Development Act of 1974, as amended, pledging appropriate Non-Ad Valorem Revenues for payment of principal and interest, and authorizing the Mayor, City Manager, and City Attorney to execute the Contract, Note, and any related documents pertaining to the Section 108 Loan Guarantee Assistance. Approve Budget Resolution 20-021-A1 recognizing the $894,000 in debt proceeds that will be utilized to fund the Dr. Joe Lee Smith Community Center and Budget Amendment #20-021-A2 that will be utilized to fund the transfer from General Fund to the Section 108 Fund for the credit subsidy fee related to the loan.

BACKGROUND:

On June 12, 2019 City Council approved (Resolution 19-278) and accepted the Section 108 Loan Guarantee Assistance from the U.S. Department of Housing & Urban Development (HUD), with conditions awarded from the Community Development Block Grant (CDBG) Section 108 Loan Guarantee Assistance Program in the amount of $894,000. The funds will be to used the support the Dr. Joe Lee Smith Community Center Project No CP1504. This is considered a debt issuance and there is a related promissory note numbered B-18-MC-12-0003 (Dr Joe Lee Smith Community Center Project). A draft contract for this request is attached to this agenda item which details the key items of this request. Please note that HUD has not provided all attachments to the contract at this time and that the City Attorney has not reviewed draft contract and provided comments. Staff is requesting Council:

- authorize the Mayor to execute the Contract for Loan Guarantee Assistance and Section 108 Note in accordance with Section 108 of the Housing and Community Development (HUD) Act of 1974, as amended, 42 U.S.C. §5308 in the amount of $894,000 for the dual process of financing a loan to be made for the construction activities taking place on site, as well as providing a debt service reserve for the above-mentioned Section 108 Loan; and

- grant for the Section 108 loan from the City for the purposes herein stated that the Mayor, City Manager, and City Attorney are authorized to execute and deliver such documents as necessary to effectuate said loan, subject to such changes, modifications and insertions as may be after consultation with the City Attorney, and to further implement the Loan for this project by entering into such agreements, including, but not limited to opening of such bank accounts as necessary, entering into custodial agreements and provided in the HUD documents, accepting agreements between the City of Cocoa and collateral agreements between the City of Cocoa and the U.S. Department of Housing and Urban Development; and

- authorize the payment to the Secretary of HUD a fee equal to 2.23% of the total amount of funds drawn against the loan, not to exceed the total loan amount of $894,000, to offset the credit subsidy cost of the guaranteed loan; and

- agrees that the interest rate set for the loan at the time pf public auction will be that which the trust certificate of a specified maturity is sold to the Underwriters shall govern the interest rate inserted on the Conversion Date in Schedule P&I of the Note for the Principal Amount of corresponding maturity; and

- ratifies and consents to the Secretary's selection of the Underwriters and authorizes the Secretary to negotiate with the Underwriters the terms of the Underwriting Agreement and of the public offering of interests in the trust certificates to investors (including the applicable interest rates); and consents to the Secretary's selection of the Fiscal Agent/Trustee and agrees to the respective terms of the Fiscal Agency/Trust Agreements; and

- pledges as security for repayment of the Note, and such other charges as may be authorized in the Contract, the following:

(a) All allocations or grants which have been made or for which the City of Cocoa may become eligible under Section 106 of the Act, as well as any grants which are or may become available to the City of Cocoa pursuant to Section 108(q).
(b) Program income, as defined at 24 CFR 570.500(a)(or any successor regulation), directly

generated from the use of the Guaranteed Loan Funds, or from the use of guaranteed loan funds paid or credited to the account of the Borrower pursuant to any other note issued under the same Commitment.
(c) Other security as described in the Contract for Loan Guarantee Assistance and Section 108 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5308 including all funds or investments in the accounts required to be established pursuant to the Contract.
(d) All proceeds (including insurance and condemnation proceeds) from any of the foregoing.

- pledges as security for the Note and covenants that, upon the date of execution of the Contract, it will establish and fully fund a Debt Service Reserve ("Reserve Fund") in an amount equal to $67,000.The City covenants that it will reserve the Reserve Fund in its General Fund Balance identified as a "Reserve Fund - Doctor Joe Lee Smith Community Center Project" for the Note. This will be a reserve of cash balances of the General Fund as long as there is outstanding Section 108 Loan principal; and

- agrees that the covenants and obligations in the Contract, including the covenant to budget and appropriate Non-Ad Valorem Revenues for payment of principal and interest to become due on the Note and to maintain the minimum amount of $67,000 in the Reserve Fund (or Deposit Account, if required) in support of obligations under the Note, to the extent legally available, shall be enforceable in mandamus against the Borrower and its officials that must act to carry out such covenants and obligations."

  The City's pledge Note shall be secured only by the legally available Non-Ad Valorem Revenues actually budgeted and appropriated. Nothing contained herein shall be construed as pledging Ad Valorem taxes or the full faith and credit of the City.

  Associated debt service for the Section 108 Loan will vary until the full amount of the loan is drawn. The associated interest rate will be a variable interest rate until such time that HUD decides to sell the debt at public auction. The interest rate will become a set interest rate at that time. Staff has attached an estimated debt service schedule to this agenda item. Debt service payments will be budgeted each year utilizing dedicated Community Development Block Grant (CDBG) funds as allotted by the federal government. As part of this agreement, future CDBG allocations will be used to make the debt service payments.

  As the debt service payments are not known at this time, staff is also requesting ability to make the initial debt service payment in February, 2020. At such time that the actual debt service amortization schedule is known, staff will bring a budget amendment forward to Council for approval.

STRATEGIC PLAN CONNECTION:

One of the goals in the Strategic Plan in Revitalization of the City. This project will revitalize the Diamond Square Community by providing enhanced services for youth and adults alike to improve the health and well-being of the community

BUDGETARY IMPACT:

Budget for this activity was originally budgeted in FY19. As the activity did not occur in FY19, BAF # 20-021 & BAF #20-021-A2 is attached to this agenda item to roll the budget from FY19 into FY20.
BAF #20-021-A1 will recognize the debt proceeds that will be utilized to fund the Dr. Joe Lee Smith Community Center. Approval of this budget amendment will:
Increase: Section 108 Loan Fund account #108-0000-384.00-00 Debt Proceeds $894,000;
Increase account #108-0000-389.99-50 Fund Balance $894,000.

BAF #20-021-A2 will re-budget the loan subsidy fee of $19,337 that is required to be paid as part of the debt issuance and is funded by the General Fund.
Approval of BAF #20-021-A2 will:
Decrease General Fund Contingency account #001-1600-513.39-00 - $19,337; Increase the Transfer to Section 108 Loan Fund account #001-1600-581.91-08 - $19,337; Increase the Section 108 Loan Fund account #108-0000-381.91-01 -$19,337; Increase the Debt Service Payments - Other account #108-3240-517.73-00.

PREVIOUS ACTION:

On June 12, 2019, City Council accepted the Section 108 Loan Funds, with conditions awarded from the Community Development Block Grant (CDBG) Section 108 Loan Guarantee Program, along with other sources of funding, and contributions for the construction of the Dr. Joe Lee Smith Community Center Project.

RECOMMENDED MOTION:

Approve Resolution 2019-106 authorizing the execution of a Section 108 Contract for Loan Guarantee Assistance under Section 108 of the Housing and Community Development Act of 1974, as amended, pledging appropriate Non-Ad Valorem Revenues for payment of principal and interest, and authorizing the Mayor, City Manager, and City Attorney to execute the Contract, Note, and any related documents pertaining to the Section 108 Loan Guarantee Assistance. Approve Budget Resolution 20-021-A1 recognizing the $894,000 in debt proceeds that will be utilized to fund the Dr. Joe Lee Smith Community Center and Budget Amendment #20-021-A2 that will be utilized to fund the transfer from General Fund to the Section 108 Fund for the credit subsidy fee related to the loan.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTRACT FOR LOAN GUARANTEE ASSISTANCE UNDER SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, 42 U.S.C. §5308

Date of Contract_____

This Contract for Loan Guarantee Assistance ("Contract") is entered into between City of Cocoa, Florida, as Borrower (the "Borrower"), and the Secretary of Housing and Urban Development ("Secretary"), as guarantor for the Guarantee made pursuant to section 108 ("Section 108") of title I of the Housing and Community Development Act of 1974, as amended (the "Act") and 24 CFR Part 570, Subpart M, of the promissory note executed contemporaneously herewith and numbered B-18-MC-12-0003 [Doctor Joe Lee Smith Community Center Project], in the Maximum Commitment Amount of $894,000, and any amended note or note issued in substitution for such note and having the same note number (the "Note"). This is the first Contract under the Funding Approval ("Commitment") of the same number, which was approved by the Secretary on May 13,2019 in the amount of $894,000. The funds paid or credited to the account of the Borrower pursuant to the Note are referred to herein as the "Guaranteed Loan Funds." The Note (including the Fiscal Agency Agreement and the Trust Agreement as defined in Section I.A. of the Note and incorporated therein) is hereby incorporated into the Contract. Terms used in the Contract with initial capital letters and not otherwise defined in the text hereof shall have the respective meanings given thereto in the Note. The Fiscal Agency Agreement and the Trust Agreement are sometimes collectively referred to herein as the "Fiscal Agency/Trust Agreements," and the Fiscal Agent and the Trustee respectively are sometimes collectively referred to as the "Fiscal Agent/Trustee."

PART I

A. **The Note: Advances and Records.** The Note provides that Advances and Conversion Date Advances shall be made thereunder upon the written request of the Borrower and the approval of the Secretary, pursuant to this Contract and the Fiscal Agency Agreement. The Commitment Schedule attached to the Note represents the principal repayment schedule for the Maximum Commitment Amount of the Note. At all times, the total amount of all Advances and Conversion Date Advances under the Note for all Principal Due Dates shall not exceed the Maximum Commitment Amount of the Note. Prior to the Conversion Date (as defined in the Note, Section I.A.), the total amount of Advances made by the Holder for each Principal Due Date under the Note shall not exceed the applicable Commitment Amount for such Principal Due Date set

forth in the Commitment Schedule of the Note. Prior to the Conversion Date, the Borrower agrees that the Fiscal Agent pursuant to the Fiscal Agency Agreement shall record the date and amount of each payment and Advance under the Note and shall maintain the books and records of all Advances and Conversion Date Advances for each Principal Due Date, interest rates on Advances, payments, and Principal Amounts outstanding for each Principal Due Date. On and after the Conversion Date, the Borrower agrees that the Trustee pursuant to the Trust Agreement will maintain the books and records of all payments on the Note and all Principal Amounts and interest rates on such Principal Amounts (each as to be set forth on Schedule P&I to the Note). No advances of any kind may be made on the Note after its Conversion Date.

B. **Borrower's Requests for Advances.** All requests for Advances or Conversion Date Advances by the Borrower under the Note shall: be in writing; specify the amount of the Advance requested; identify the Note by Borrower, number and Maximum Commitment Amount; be addressed to the Secretary at the address for notices specified in paragraph 12(f) of this Contract; be signed by an authorized official of the Borrower; and otherwise be in the form prescribed by the Secretary. Advances and Conversion Date Advances shall be requested and will only be approved and made in increments of not less than $1,000 for any Principal Due Date. A request for an initial Advance under a Note, or a request for a Conversion Date Advance, shall be received by the Secretary at least ten Business Days prior to the Borrower's proposed Funding Date or Conversion Date, as applicable. All other requests for Advances shall be received by the Secretary not less than five Business Days prior to the proposed Funding Date. The Borrower may not deliver a Note or a request for an Advance or Conversion Date Advance to the Secretary more than two calendar months prior to the Borrower's proposed Funding Date. At least two Business Days prior to the proposed Funding Date or Conversion Date if the Borrower's request was timely received, or the next available Funding Date for which the request was timely received, the Secretary shall, except as otherwise provided in paragraph 11(c) or 12 hereof, deliver a corresponding Authorization Order or Advance Order (as applicable) to the Fiscal Agent in accordance with Section 2.03 or 2.04 of the Fiscal Agency Agreement for the applicable Funding Date or Conversion Date. If the Borrower requests an Advance or Conversion Date Advance of less than the outstanding Maximum Commitment Amount under the Note, the Borrower may also specify in its written request the amount of the Advance or Conversion Date Advance to be allocated to each Commitment Amount or Principal Amount per Principal Due Date under the Note. If the Borrower does not specify how the Advance or Conversion Date Advance should be allocated among Commitment Amounts/Principal Due Dates, the Borrower hereby authorizes

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the Secretary to direct the Fiscal Agent to allocate the Advance to the respective Commitment Amounts or Principal Amounts in order of the earliest Principal Due Date(s).

C. **Guarantee Fee.** The Borrower shall pay to the Secretary a fee equal to 2.23% of each Advance and each Conversion Date Advance to offset the credit subsidy cost of the guaranteed loan. This fee which was announced on October 5, 2018, 83 Federal Register 50257, for Section 108 loan guarantee disbursements under loan guarantee commitments awarded in FY 2019 is due to the Secretary no later than the time of the disbursement of each Advance to the Borrower. The fee is payable from allocations or grants which have been made to Borrower under Section 106 of the Act (including program income derived therefrom) or from other sources, but is only payable from Guaranteed Loan Funds if the fee is deducted from the Advance or Conversion Date Advance.

D. **Conversion; Public Offering.** On the Conversion Date (if any), trust certificates backed by the Note (and similar notes issued by other Section 108 borrowers) will be purchased for a purchase price of the full principal amount thereof by underwriters selected by the Secretary (the "Underwriters") pursuant to an Underwriting Agreement between the Underwriters and the Secretary, at a closing on such Conversion Date as determined by the Secretary and the Underwriters. The Borrower agrees that the interest rate at which the trust certificate of a specified maturity is sold to the Underwriters shall govern the interest rate inserted on the Conversion Date in Schedule P&I of the Note for the Principal Amount of corresponding maturity.

E. **Consents.** By execution of this Contract, the Borrower ratifies and consents to the Secretary's selection of the Underwriters and authorizes the Secretary to negotiate with the Underwriters the terms of the Underwriting Agreement and of the public offering of interests in the trust certificates to investors (including the applicable interest rates). In addition, by execution hereof the Borrower ratifies and consents to the Secretary's selection of the Fiscal Agent/Trustee and agrees to the respective terms of the Fiscal Agency/Trust Agreements. If Advances have been made in the Maximum Commitment Amount of the Note not less than ten Business Days prior to the proposed Conversion Date, or if the Borrower requests a Conversion Date Advance, the Borrower authorizes the Secretary to deliver Schedule P&I to the Note completed in accordance herewith to the Fiscal Agent/Trustee on the Conversion Date in accordance with the Fiscal Agency/Trust Agreements, concurrent with delivery of the Secretary's Guarantee of the trust certificates at the closing on the Conversion Date, and thereafter the Note shall be enforceable in accordance with its terms including Schedule P&I. In addition, the Secretary reserves the right

to notify the Borrower not less than one calendar month in advance of a specified Conversion Date that the Note will be sold to the Underwriters on such date, if the Secretary in his sole discretion determines that market conditions or program needs require the participation in the proposed public offering of all or substantially all Borrowers with outstanding Advances.

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PART II

1. **Receipt, Deposit and Use of Guaranteed Loan Funds.**

(a) Except for funds deducted on the Conversion Date pursuant to paragraph 4(b) and fees and charges deducted by the Fiscal Agent/Trustee pursuant to paragraph 4(a), the Guaranteed Loan Funds shall be electronically transferred in accordance with the Borrower's instructions for deposit in a separate, identifiable account (the "Guaranteed Loan Funds Account") with a financial institution whose deposits or accounts are Federally insured. The Guaranteed Loan Funds Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account" **(Attachment 1)** and shall be continuously maintained for the Guaranteed Loan Funds. Such Letter Agreement must be executed when the Guaranteed Loan Funds Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.)

The Borrower shall make withdrawals from said account only for payment of the costs of approved Section 108 activities, for transfer to the Loan Repayment Account or for the temporary investment of funds pursuant to this paragraph 1(a). Such temporary investment of funds into the Guaranteed Loan Funds Investment Account shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Guaranteed Loan Funds Account. At that time, any balance of funds in the Guaranteed Loan Funds Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof, held in the Guaranteed Loan Funds Investment Account.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with the cash requirements of the approved activities. In no event shall the investments mature on or after December 31, 2020, or have maturities which exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Guaranteed Loan Funds Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" **(Attachment 2)**, which account shall be maintained for all Government Obligations purchased with funds from the Guaranteed Loan Funds Account. The Guaranteed Loan Funds Investment Account need only be established if and when the Borrower is required to invest, or otherwise invests, the Guaranteed Loan Funds in Government Obligations. Such Letter

Agreement must be executed when the Guaranteed Loan Funds Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Guaranteed Loan Funds Account.

All funds in the Guaranteed Loan Funds Account or the Guaranteed Loan Funds Investment Account must be withdrawn and disbursed by the Borrower for approved activities by December 31, 2020. Any funds remaining in either Account after this date shall be immediately transferred to the Loan Repayment Account established pursuant to paragraph 6 of this Contract.

(b) The Borrower shall by the fifteenth day of each month provide the Secretary with with an electronic copy of a statement showing the balance of funds in the Guaranteed Loan Funds Account and the withdrawals from such account during the preceding calendar month, and an electronic copy of a statement identifying the obligations and their assignments in the Guaranteed Loan Funds Investment Account. Borrower shall e-mail the electronic copies to 108reports@hud.gov.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Guaranteed Loan Funds and Guaranteed Loan Funds Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligations of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

2. **Payments Due on Note; Final Payment and Discharge.** The Borrower shall pay to the Fiscal Agent/Trustee, as collection agent for the Note, all amounts due pursuant to the terms of the Note. In accordance with the Note and the Fiscal Agency/Trust Agreements, payment shall be made by 3:00 P.M. (New York City time) on the seventh Business Day (the "Note Payment Date") preceding the relevant Interest Due Date or Principal Due Date (each as defined in the Note). If any Note Payment Date falls on a day that is not a Business Day, then the required payment shall be made on the next Business Day. Payment may be made by check or wire transfer.

Upon final payment of all amounts due to Holders under the Note, including any payment made by the Secretary pursuant to the Guarantee, the Fiscal Agent/Trustee is required by the Fiscal Agency/Trust Agreements to return the Note to the Secretary. Upon final payment to the Secretary of any amounts due as a result of Guarantee Payments or otherwise due under this Contract, the Secretary will cancel and return

the Note to the Borrower in discharge of the Borrower's obligations under the Note.

3. **Selection of New Fiscal Agent or Trustee.** The Secretary shall select a new Fiscal Agent or Trustee if the Fiscal Agent or Trustee resigns or is removed by the Secretary. The Borrower hereby consents in advance to any such selection and to any changes in the Fiscal Agency/Trust Agreements agreed to by any Fiscal Agent or Trustee and the Secretary, subject to paragraph 4(e) of this Contract.

4. **Payments Due Fiscal Agent or Trustee; Documents to the Secretary.**

(a) The Borrower agrees to pay the fees of the Fiscal Agent as required by Exhibit G to the Fiscal Agency Agreement, and any additional amounts that may be due pursuant to Section 6.01 of the Fiscal Agency Agreement. If not paid by the Borrower by any other means prior thereto, the Borrower agrees that any such fees or additional amounts that have been incurred prior to an Advance or a Conversion Date Advance may be deducted by the Fiscal Agent/Trustee from the proceeds of the Advance or Conversion Date Advance, as applicable.

(b) The Borrower agrees to pay the Borrower's share, as determined by the Secretary, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates, as approved by the Secretary, including the cost of reimbursement and/or compensation of the Trustee pursuant to the Trust Agreement, including Sections 3.11 and 7.01 thereof. In connection with the public offering on the Conversion Date, such payment shall either be made by wire transfer to the Trustee on the day prior to the Conversion Date or shall be deducted from the Guaranteed Loan Funds on the Conversion Date.

(c) The Borrower shall submit to the Secretary not later than ten Business Days prior to the Funding Date for the initial Advance hereunder, or if not submitted earlier, prior to any Conversion Date or Public Offering Date applicable to the Note, this executed Contract, the executed Note, a request for an Advance or a Conversion Date Advance (as applicable) in proper form, and an opinion acceptable to the Secretary from the Borrower's counsel to the effect that: (i) the governing body of the Borrower has authorized by resolution or ordinance, in accordance with applicable State and local law, the issuance of the Note and the execution of this Contract; (ii) the Note and this Contract are valid, binding, and enforceable obligations of the Borrower; (iii) the pledge of funds pursuant to 24 CFR 570.705(b)(2) and paragraph 5(a) of this Contract is valid and binding; and (iv) there is no

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outstanding litigation that will affect the validity of the Note or this Contract. In addition, the Borrower shall submit any other additional documents or opinions specifically required by this Contract (e.g., paragraph 5(c), or paragraph 15, *et seq*.), at the time required thereby.

(d) The Borrower agrees to reimburse the Underwriters upon demand by the Secretary for the Borrower's share, as determined by the Secretary, of all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) incurred in connection with a proposed public offering, if the Underwriters incur such additional costs for the public offering because of any refusal, inability, or failure on the part of the Borrower timely to submit in acceptable form any document required by this Contract (including paragraph 4(c)), or because of any withdrawal by the Borrower from the public offering, after the Borrower has submitted a request for a Conversion Date Advance hereunder. By execution and delivery of this Contract to the Secretary, the Borrower hereby expressly authorizes the Secretary to pay amounts due under this paragraph from funds pledged under paragraph 5(a) of this Contract.

(e) The undertakings in paragraphs 3 and 4 of this Contract are expressly subject to the requirement that the Fiscal Agency/Trust Agreements shall in no event require payment of fees or charges, reimbursement of expenses, or any indemnification by the Borrower from any source other than funds pledged pursuant to paragraphs 5 or 15 *et seq*. of this Contract.

5. **Security**. The Borrower hereby pledges as security for repayment of the Note, and such other charges as may be authorized in this Contract, the following:

(a) All allocations or grants which have been made or for which the Borrower may become eligible under Section 106 of the Act, as well as any grants which are or may become available to the Borrower pursuant to Section 108(q).

(b) Program income, as defined at 24 CFR 570.500(a)(or any successor regulation), directly generated from the use of the Guaranteed Loan Funds, or from the use of guaranteed loan funds paid or credited to the account of the Borrower pursuant to any other note issued under the same Commitment.

(c) Other security as described in paragraph 15, *et seq*.

(d) All proceeds (including insurance and condemnation proceeds) from any of the foregoing.

(e) All funds or investments in the accounts established pursuant to paragraphs 1 and 6 of this Contract.

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6. **Loan Repayment Account.**

(a) All amounts pledged pursuant to paragraphs 5(b), 5(c), and 5(d) of this Contract shall be deposited immediately on receipt in a separate identifiable account (the "Loan Repayment Account") with a financial institution whose deposits or accounts are Federally insured. The Loan Repayment Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account" **(Attachment 1)** and shall be maintained for such pledged funds. The Loan Repayment Account need only be established if and when the Borrower receives amounts pledged pursuant to paragraph 5(b), 5(c) or 5(d). Such Letter Agreement must be executed when the Loan Repayment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) Borrower shall make withdrawals from said account only for the purpose of paying interest and principal due on the Note (including the purchase of Government Obligations in accordance with paragraph 10 hereof), for payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or for the temporary investment of funds pursuant to this paragraph, until final payment and discharge of the indebtedness evidenced by the Note, unless otherwise expressly authorized by the Secretary in writing. Such temporary investment of funds shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Loan Repayment Account. At that time, the balance of funds in the Loan Repayment Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with cash requirements for payment of principal and interest as required under the Note. In no event shall the maturities of such investments exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Loan Repayment Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" **(Attachment 2)**, which account shall be maintained for all Government Obligations purchased with funds from the Loan Repayment Account. Such Letter Agreement must be executed when the Loan Repayment Investment Account is established. (A fully executed copy of

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such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Loan Repayment Account.

(b) Borrower shall by the fifteenth day of each month, provide the Secretary with an electronic copy of a statement showing the balance of funds in the Loan Repayment Account and the deposits and withdrawals of all funds in such account during the preceding calendar month and an electronic copy of a statement identifying the obligations and their assignments in the Loan Repayment Investment Account. Borrower shall e-mail the electronic copies to 108reports@hud.gov.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Loan Repayment and Loan Repayment Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

7. **Use of CDBG, EDI or BEDI Funds for Repayment.** Any funds available to the Borrower under Section 106 of the Act (including program income derived therefrom) are authorized to be used by the Borrower for payments due on the Note, Optional Redemption (as defined in the Note), payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or the purchase of Government Obligations in accordance with paragraph 10. Any funds specifically available to the Borrower for such payments or as a debt service reserve under an EDI or BEDI Grant Agreement pursuant to Section 108(q) of the Act which supports the eligible project(s) and activities financed by the Note may also be used therefor; any other use of Section 108(q) funds for such purposes shall require the prior written approval of the Secretary. Unless otherwise specifically provided herein or unless otherwise expressly authorized by the Secretary in writing, the Borrower shall substantially disburse funds available in the Loan Repayment or the Loan Repayment Investment Accounts before funds from grants under Section 106 of the Act are withdrawn from the U.S. Treasury for such purposes.

8. **Secretary's Right to Restrict Use of CDBG Funds to Repayment.** Upon a determination by the Secretary that payments required by paragraph 2 and/or paragraph 4 of this Contract are unlikely to be made as specified, the Secretary may give the Borrower notice that the availability to the Borrower of funds pledged under paragraph 5(a) of this Contract for purposes other than satisfaction of the pledge is being restricted. This restriction shall be in an amount estimated by the Secretary to be sufficient to ensure that the payments referred to in

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paragraph 2 and/or paragraph 4 hereof are made when due. This restriction may be given effect by conditioning the restricted amounts to prohibit disbursement for purposes other than satisfaction of the pledge at the time such restricted funds are approved as grants, by limiting the Borrower's ability to draw down or expend the restricted funds for other purposes, and by disapproving payment requests submitted with respect to such grants for purposes other than satisfaction of the pledge.

9. **Secretary's Right to Use Pledged Funds for Repayment.** The Secretary may use funds pledged under paragraph 5(a) of this Contract or funds restricted under grants pursuant to paragraph 8 of this Contract to make any payment required of the Borrower under paragraph 2 and/or paragraph 4, if such payment has not been timely made by the Borrower.

10. **Defeasance.** For purposes of this Contract, after the Conversion Date the Note shall be deemed to have been paid (defeased) if there shall have been deposited with the Trustee either moneys or Government Obligations (as defined below), which in the sole determination of the Secretary, mature and bear interest at times and in amounts sufficient, together with any other moneys on deposit with the Trustee for such purpose, to pay when due the principal and interest to become due on the Note. The Aggregate Principal Amount of the Note or any unpaid Principal Amount may be so defeased, in whole or in part, as of any Interest Due Date, or any other Business Day acceptable to both HUD and the Borrower. In accordance with the Note and the Trust Agreement, the Borrower shall give timely notice and written instructions to the Secretary and the Trustee concerning any principal amounts proposed to be defeased, including any Optional Redemptions proposed, which instructions shall be approved by the Secretary. If the unpaid Aggregate Principal Amount of the Note guaranteed pursuant to this Contract shall be defeased and deemed to have been paid in full, then the Borrower shall be released from all agreements, covenants, and further obligations under the Note.

"Government Obligation" means a direct obligation of, or any obligation for which the full and timely payment of principal and interest is guaranteed by, the United States of America, including but not limited to, United States Treasury Certificates of Indebtedness, Notes and Bonds - State and Local Government Series or certificates of ownership of the principal of or interest on direct obligations of, or obligations unconditionally guaranteed by, the United States of America, which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System and has capital and surplus (exclusive of undivided profits) in excess of $100,000,000.

11. **Default.** (a) A Default under the Note and this Contract shall occur upon failure by the Borrower to:

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(i) pay when due an installment of principal or interest on the Note; or (ii) punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in: (A) this Contract, (B) any security agreement, deed of trust, mortgage, assignment, guarantee, or other contract securing payment of indebtedness evidenced by the Note, or (C) any future amendments, modifications, restatements, renewals, or extensions of any such documents.

(b) The Borrower waives notice of Default and opportunity for hearing with respect to a Default under paragraph 11(a).

(c) In addition to Defaults under paragraph 11(a), the Secretary may declare the Note in Default if the Secretary makes a final decision in accordance with the provisions of section 111 of the Act and 24 CFR 570.913 (or any successor provisions), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with title I of the Act. Notwithstanding any other provision, following the giving of such reasonable notice, the Secretary may, in the Secretary's sole discretion pending the Secretary's final decision, withhold the guarantee of any or all obligations not yet guaranteed on behalf of the Borrower under outstanding commitments, suspend approval of any further Advances or Conversion Date Advances under the Note, and/or direct the Borrower's financial institution to: refuse to honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account initiated by the Borrower, and/or refuse to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account.

12. **Remedial Actions.** Upon a Default or declaration of Default under this Contract, the Secretary may, in the Secretary's sole discretion, take any or all of the following remedial actions:

(a) With any funds or security pledged under this Contract, the Secretary may: (i) continue to make payments due on the Note, (ii) make a prepayment under Section I.D. of the Note or make an acceleration payment with respect to the principal amount of the Note subject to Optional Redemption as provided in Section III of the Note, (iii) purchase Government Obligations in accordance with paragraph 10 of this Contract, (iv) pay any interest due for late payment as provided in the Note, this Contract, or the Fiscal Agency/Trust Agreements, (v) pay any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, and/or (vi) pay any reasonable expenses incurred by the Secretary or the Fiscal Agent/Trustee as result of the Borrower's Default.

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(b) The Secretary may withhold the guarantee of any or all obligations not yet guaranteed or the disbursement of any or all grants not yet disbursed in full under outstanding guarantee commitments or grant approvals for the Borrower under Sections 108 and/or 106 of the Act.

(c) The Secretary may withhold approval of any or all further Advances or Conversion Date Advances under the Note (if applicable); direct the Borrower's financial institution to refuse to: honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account by the Borrower, and/or to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account; and/or direct the Borrower and/or the Borrower's financial institution to transfer remaining balances from the Guaranteed Loan Funds Account to the Loan Repayment Account.

(d) Until the Conversion Date, or with respect to amounts subject to Optional Redemption, the Secretary may accelerate the Note.

(e) The Secretary may exercise any other appropriate remedies or sanctions available by law or regulation applicable to the assistance provided under this Contract, or may institute any other action available under law to recover Guaranteed Loan Funds or to reimburse the Secretary for any payment under the Secretary's Guarantee or any reasonable expenses incurred by the Secretary as a result of the Default.

(f) All notices and submissions provided for hereunder shall be in writing (including by telex, telecopier or any other form of facsimile communication) and mailed or sent or delivered, as to each party hereto, at its address set forth below or at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and other communications shall be effective when received as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, postage prepaid; (iii) if sent by telex, upon receipt by the sender of an answer back; and (iv) if sent by telecopier, upon receipt.

The Secretary:

U.S. Dept. of Housing and Urban Development
Attention: Paul Webster, Director
Financial Management Division
451 7th Street SW, Room 7180
Washington, DC 20410

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Borrower:

City of Cocoa Florida
Attention: John A. Titkanich, Jr,City Manager
65 Stone Street
Cocoa, Florida 32922

13. **Limited Liability.** Notwithstanding any other provision of this Contract, the Fiscal Agency/Trust Agreements or the Note, any recovery against the Borrower for any liability for amounts due pursuant to the Note, the Fiscal Agency/Trust Agreements or this Contract shall be limited to the sources of security pledged in paragraph 5 or any Special Conditions of this Contract.

14. **Incorporated Grant Agreement.** The Contract and the Note are hereby incorporated in and made a part of the Grant Agreement authorized by the Secretary on October 03, 2018, under the Funding Approval for grant number B-18-MC-12-0003 to the Borrower. In carrying out activities with the Guaranteed Loan Funds hereunder, the Borrower agrees to comply with the Act and 24 CFR Part 570, as provided in Subpart M thereof.

15. **Special Conditions and Modifications:**

(a) Paragraph 5(c) of the Contract is amended by deleting the paragraph as written in its entirety and substituting therefor the following:

"(c) Other security, including, but not limited to, Borrower's pledge of security in support of all obligations of the Borrower under the Note and this Contract, as described in the Borrower's Resolution No. _____ dated _____, authorizing the issuance of the Note, and Resolution____ dated _____, certified copies of which resolutions are attached as **Attachment 3** to this Contract(the'Resolution').

As security for the Note, the Borrower covenants that, upon the date of execution of the Contract, it will establish and fully fund a Debt Service Reserve ("Reserve Fund") in an amount equal to $67,000. The Borrower covenants that it will reserve the Reserve Fund in its General Fund Balance identified as a "Reserve Fund – **Doctor Joe Lee Smith Community Center Project**" for the Note.

There shall be no other requirements for the location of the Reserve Fund as long as the Borrower maintains a General Obligation (or GO Related) rating of Aa3 or higher from Moody's Investors Service, Inc. and a rating of A+ or higher from Standard and Poors Ratings Services. If either rating agency drops the Borrower's rating, then the

Borrower shall establish a new Reserve Fund within an account held by a third party Bank and Trust company (the "Deposit Account"), and transfer the funds from the Reserve Fund held with the Borrower to the Deposit Account with the third party Bank and Trust company. Instead of cash funding the Reserve Fund or the Deposit Account with a third party trustee, the Secretary, in his discretion, may approve the substitution of a surety bond or standby letter of credit if the terms and the form are acceptable to the Secretary. All investment earnings in the Reserve Fund held with the Borrower shall be credited to the Borrower's General Fund.

Funds in the Reserve Fund (or Deposit Account, if required) shall be used solely to pay amounts due on the Note, and only in any year that the Borrower has no other legally available funds from which it can budget and appropriate for the payment of any deficiency, or to make final payment on the Note. Together with reports required by paragraphs 1.(b) and 6.(b) of this Contract, Borrower shall, by the fifteenth day of each month, provide the Secretary with a written statement showing the balance of funds in the Reserve Fund (or Deposit Account, if required) and the deposits and withdrawals of all funds in such account during the preceding calendar month.

If the sources for payment of the Note specified in paragraph 5(a) and (b) are not sufficient to pay principal and interest when due under the Note, the Borrower covenants and agrees, to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its annual budget for each fiscal year, by amendment if necessary, Non-Ad Valorem Revenues of the Borrower lawfully available in an amount which is equal to the deficiency for the applicable fiscal year. Such covenant and agreement on the part of the Borrower to budget and appropriate sufficient amounts of legally available Non-Ad Valorem Revenues shall be cumulative, and shall continue until such legally available Non-Ad Valorem Revenues in amounts sufficient to make all required payments under the Note as and when due, including any delinquent payments, shall have been budgeted, appropriated and actually paid into the appropriate Funds and Accounts hereunder; provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the Borrower's legally available Non-Ad Valorem Revenues or other revenues, nor shall it preclude the Borrower from pledging in the future any of its legally available Non-Ad Valorem Revenues or other revenues to other obligations, nor shall it give the Noteholder a prior claim on the legally available Non-Ad Valorem Revenues.

Anything herein to the contrary notwithstanding, all obligations of the Borrower under the Note shall be secured

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only by the legally available Non-Ad Valorem Revenues actually budgeted and appropriated, whether or not deposited into the Funds and Accounts created hereunder, as provided for herein.

The Borrower may not expend moneys not appropriated or in excess of its current budgeted revenues. The obligation of the Borrower to budget, appropriate and make payments under the Note from its legally available Non-Ad Valorem Revenues is subject to the availability of legally available Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of any specific source of Non-Ad Valorem Revenues and after satisfying funding requirements, to the extent are not otherwise provided for by ad valorem taxes, of (a) all services necessary for conducting of the public safety and general governmental obligations of the Borrower, as shown in the Borrower's audited Statement of Revenues, Expenditures and Changes in Fund Balances (Governmental Funds) as "Current" Expenditures (i.e., the Expenditure subheadings "General government," and "Public safety") and (b) all legally mandated services. However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Non-Ad Valorem Revenues and placing on the Borrower a positive duty to budget and appropriate, by amendment, if necessary, amounts sufficient to meet its obligations under the Note; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, which provides, in part, that the governing body of each municipality make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject further to the payment, to the extent are not otherwise provided for by ad valorem taxes, of (a) all services necessary for conducting of the public safety and general governmental obligations of the Borrower, as shown in the Borrower's audited Statement of Revenues, Expenditures and Changes in Fund Balances (Governmental Funds) as "Current" Expenditures (i.e., the Expenditure subheadings "General government," and "Public safety") and (b) all legally mandated services. Notwithstanding the foregoing covenant of the Borrower, the Borrower does not covenant to maintain any services or programs now provided or maintained by the Borrower which generate Non-Ad Valorem Revenues. As used herein, "Non-Ad Valorem Revenues" means all revenues of the Borrower derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Note.

The Secretary shall have no right to require or compel the exercise of the ad valorem taxing power of the Borrower for

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payment of the Note, or be entitled to payment of such amount from any other funds of the Borrower, except from legally available Non-Ad Valorem Revenues in the manner provided herein.

If amounts in the Reserve Fund (or Deposit Account, if required) are used for payments on the Note, the Borrower covenants and agrees, to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its annual budget, by amendment if necessary, Non-Ad Valorem Revenues of the Borrower lawfully available in an amount needed to replace funds withdrawn from the Reserve Fund (or Deposit Account, if required), all in the manner and subject to the limitations set forth above in this paragraph 5(c).

In the event that Borrower must establish a Deposit Account, Borrower shall enter a Deposit Account and Control Agreement with the Secretary and the third party Bank and Trust Company before transferring the funds from the Reserve Fund held with the Borrower to the Deposit Account, and Borrower pledges any and all rights, titles, and interests of the Borrower in and to the Deposit Account described in the Deposit Account and Control Agreement, which, when executed, shall be in a form acceptable to the Secretary and attached and incorporated into this Contract as in **Attachment 4.** The Secretary, in his discretion and in writing, may authorize another form of agreement to perfect the Secretary's interest in the Deposit Account, consistent with Florida Law.

Borrower grants to the Secretary a security interest in the Deposit Account, if and when created, and this Contract shall constitute a security agreement(the 'Security Agreement') to secure all liabilities of the Borrower under the Note and to the Secretary.

The Borrower agrees that the covenants and obligations in this Contract, including the covenant to budget and appropriate Non-Ad Valorem Revenues for payment of principal and interest to become due on the Note and to maintain the minimum amount of $67,000 in the Reserve Fund (or Deposit Account, if required) in support of obligations under the Note, to the extent legally available, shall be enforceable in mandamus against the Borrower and its officials that must act to carry out such covenants and obligations."

(b) Guaranteed Loan Funds shall be used by the Borrower for the following eligible activities as part of the **Doctor Joe Lee Smith Community Center Project** (the "Project"):

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i. Construction of Public facilities in accordance with 24 CFR 570.703(l), and;

ii. Payment of issuance, underwriting, servicing, trust administration and other costs associated with private sector financing of debt obligations in accordance with 24 CFR 570.703(g).

(c) The Borrower shall deliver to the Secretary contemporaneously with the delivery of this Contract and the Note an opinion of Borrower's counsel on its letterhead, addressed and satisfactory to the Secretary, that the pledge of the Reserve Fund and other covenants and obligations of the Borrower referenced in the Resolutions in Attachment 3 and described in paragraph 15(a) are valid, legally binding and enforceable obligations of the Borrower. Within 30 days of a rating change that, under the terms of this Contract, requires the Borrower to establish a Deposit Account, Borrower shall deliver to the Secretary:

i. original, executed copies of the Deposit Account and Control Agreement and the Security Agreement, along with a UCC-1 Financing Statement.

ii. an opinion of Borrower's counsel on its letterhead, addressed and satisfactory to the Secretary, that the Deposit Account and Control Agreement and the Security Agreement are valid and legally binding obligations, enforceable in accordance with their terms.

(d) Paragraph 12 is amended by adding at the end thereof the following language:

"(g) The Secretary may exercise or enforce any and all other rights or remedies available by law or agreement against the Borrower or against any other person or property."

(e) The Borrower agrees that failure to maintain the Reserve Fund (or Deposit Account, if required) and to perform other obligations of the Borrower as set forth in this Contract or the Deposit Account and Control Agreement and the Security Agreement shall constitute a default (an "Event of Default") under this Contract. Upon the occurrence of an Event of Default, the Secretary may (without prior notice or hearing, which Borrower hereby expressly waives), in addition to (and not in lieu of) exercising any and all remedies that may be available to the Secretary, declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph shall not affect the right of the Secretary to declare the Note in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.

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(f) Additional Grounds for Default. Notice of Default. Restriction of Pledged Grants. Availability of Other Remedial Actions.

i. The Borrower acknowledges and agrees that the Secretary's guarantee of the Note is made in reliance upon the availability of grants pledged pursuant to paragraph 5(a) (individually, a "Pledged Grant" and, collectively, the "Pledged Grants") in any Federal fiscal year subsequent to the Federal fiscal year ending September 30, 2015 to: (A) pay when due the payments to become due on the Note, or (B) defease (or, if permitted, prepay) the full amount outstanding on the Note. The Borrower further acknowledges and agrees that if the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are unlikely to be available for either of such purposes, such determination shall be a permissible basis for any of the actions specified in paragraphs (ii) and (iii) below (without notice or hearing, which the Borrower expressly waives).

ii. Upon written notice from the Secretary to the Borrower at the address specified in paragraph 12(f) above that the Secretary (in the Secretary's sole discretion) has determined that Pledged Grants are unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above (such notice being hereinafter referred to as the "Notice of Impaired Security"), the Secretary may limit the availability of Pledged Grants by withholding amounts at the time a Pledged Grant is approved or by disapproving payment requests (drawdowns) submitted with respect to Pledged Grants.

iii. If after 60 days from the Notice of Impaired Security the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are still unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above, the Secretary may declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph (iii) shall not affect the right of the Secretary to declare the Note and/or this Contract in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.

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THE UNDERSIGNED, as authorized officials on behalf of the Borrower or the Secretary, have executed this Contract for Loan Guarantee Assistance, which shall be effective as of the date of execution hereof on behalf of the Secretary.

City of Cocoa, Florida
BORROWER

BY: _____
(Signature)

_____
(Name)

_____
(Title)

_____
(Date)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BY: _____
(Signature)

Virginia Sardone
(Name)

Acting Deputy Assistant Secretary Grant Programs
(Title)

_____
(Date)

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ATTACHMENT 3: Certified Copy of Resolution

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RESOLUTION NO. 2019-106

A RESOLUTION OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE EXECUTION OF A SECTION 108 CONTRACT FOR LOAN GUARANTEE ASSISTANCE WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); AUTHORIZING LOANS OF THE CITY'S SECTION 108 TO SUPPORT THE CONSTRUCTION OF THE DR. JOE LEE SMITH COMMUNITY CENTER (PROJECT NO CP1504), LOCATED AT THE SW CORNER OF WASHINGTON & STONE STREET, COCOA FL 32922; AUTHORIZING THE EXECUTION AND DELIVERY OF THE RELATED CONTRACT AND LOAN DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa has determined that a high priority exists to provide social services to the lower-income residents of the Diamond Square Community Redevelopment Area (CRA), and the construction of the new Dr. Joe Lee Smith Center project meets this priority; and

WHEREAS, the construction the Dr. Joe Lee Smith Community Center is not economically feasible unless publicly based financing sources were available; and

WHERAS, under the Section 108 of the Housing and Community Development Act of 1974, as amended, federal guarantees are available for loans obtained to finance eligible community development activities to benefit low and moderate income families; and

WHEREAS, the City of Cocoa's application for a Section 108 loan guarantee has been approved by the U.S. Department of Housing and Urban Development (HUD) in the amount of $894,000 to the support the Dr. Joe Lee Smith Community Center Project No CP1504 and promissory note numbered B-18-MC-12-0003 (Dr Joe Lee Smith Community Center Project); and

WHEREAS, it is now necessary to execute a contract and note agreement between the City of Cocoa and the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the award and acceptance of this agreement constitutes a loan agreement that is subordinate to other outstanding debt of the City of Cocoa and is secured by other non-ad valorem general fund revenue; and

WHEREAS, the acceptance of this loan requires annual debt services payments that will be paid with pledged revenue from the Community Development Block Grant funding from the federal government and will be pursuant to the final debt service amortization schedule provided by HUD; and

WHEREAS, this agreement requires a loan guarantee fee to pay for underwriting related to the loan and requires a debt service reserve of $67,000 to be kept by the General Fund while there is outstanding principal for this loan.

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

SECTION 1. The City Council hereby authorizes the Mayor to execute the Contract for Loan Guarantee Assistance and Section 108 Note and related documents with the U.S. Department of Housing and Urban Development ("HUD") in the amount of $894,000.

SECTION 2. The City Council hereby authorizes the Mayor to execute the Contract for Loan Guarantee Assistance and Section 108 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5308 in the amount of $894,000 for the dual process of financing a loan to be made for the construction activities taking place on site, as well as providing a debt service reserve for the above-mentioned Section 108 Loan.

Section 3. Authorization is also granted for the loan of the Section 108 from the City for the purposes herein stated and that the Mayor, City Manager, and City Attorney are authorized to execute and deliver such documents as necessary to effectuate said loan, subject to such changes, modifications and insertions as may be after consultation with the City Attorney, and to further implement the Loan for this project by entering into such agreements, including, but not limited to opening of such bank accounts as necessary, entering into custodial agreements and provided in the HUD documents, accepting agreements between the City of Cocoa and collateral agreements between Cocoa and the Department of Housing and Urban Development.

Section 4. The City Council hereby authorizes the payment to the Secretary a fee equal to 2.23% of each Advance and each Conversion Date Advance to offset the credit subsidy cost of the guaranteed loan.

Section 5. The City Council hereby agrees that the interest rate at which the trust certificate of a specified maturity is sold to the Underwriters shall govern the interest rate inserted on the Conversion Date in Schedule P&I of the Note for the Principal Amount of corresponding maturity.

Section 6. The City Council hereby ratifies and consents to the Secretary's selection of the Underwriters and authorizes the Secretary to negotiate with the Underwriters the terms of the Underwriting Agreement and of the public offering of interests in the trust certificates to investors (including the applicable interest rates); and consents to the Secretary's selection of the Fiscal Agent/Trustee and agrees to the respective terms of the Fiscal Agency/Trust Agreements.

Section 7. The City Council hereby pledges as security for repayment of the Note, and such other charges as may be authorized in the Contract, the following:

(a) All allocations or grants which have been made or for which the City of Cocoa may become eligible under Section 106 of the Act, as well as any grants which are or may become available to the City of Cocoa pursuant to Section 108(q).

(b) Program income, as defined at 24 CFR 570.500(a)(or any successor regulation), directly generated from the use of the Guaranteed Loan Funds, or from the use of guaranteed loan funds paid or credited to the account of the Borrower pursuant to any other note issued under the same Commitment.

(c) Other security as described in the Contract for Loan Guarantee Assistance and

Section 108 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5308 including all funds or investments in the accounts required to be established pursuant to the Contract.

(d) All proceeds (including insurance and condemnation proceeds) from any of the foregoing.

Section 8. The City Council hereby pledges as security for the Note and covenants that, upon the date of execution of the Contract, it will establish and fully fund a Debt Service Reserve ("Reserve Fund") in an amount equal to $67,000. The City covenants that it will reserve the Reserve Fund in its General Fund Balance identified as a "Reserve Fund – **Doctor Joe Lee Smith Community Center Project**" for the Note. The City's pledge Note shall be secured only by the legally available Non-Ad Valorem Revenues actually budgeted and appropriated. Nothing contained herein shall be construed as pledging Ad Valorem taxes or the full faith and credit of the City.

Section 9. The City Council hereby agrees that the covenants and obligations in the Contract, including the covenant to budget and appropriate Non-Ad Valorem Revenues for payment of principal and interest to become due on the Note and to maintain the minimum amount of $67,000 in the Reserve Fund (or Deposit Account, if required) in support of obligations under the Note, to the extent legally available, shall be enforceable in mandamus against the Borrower and its officials that must act to carry out such covenants and obligations."

Section 10. This resolution shall take effect immediately upon adoption.

In Witness whereof, this Resolution has been duly adopted on this 11th day of December 2019.

City of Cocoa, Florida

By: _____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk

CITY OF COCOA						
SECTION 108 LOAN REPAYMENT						
December 11, 2019						
Drawdown Assumptions						
Draw Down July 1, 2020	$ 894,445					
Credit Subsidy fee 2.23%	$ 19,946					
Fees	$ 5,600					
Total Costs	$ 919,991					
Repayment Assumptions						
Rates based on May 18, 2015 Public Offering						
Section 108 Repayment						
	August		**November**	**May**	**Fiscal Year**	
	Principal	**Note**	**Interest**	**Interest**	**Total CDBG**	**Ending**
Fiscal Year	**Payment**	**Rates**	**Payments**	**Payments**	**Payments**	**Balance**
2019-20 and closing fee		0.28%	$ 26,798	$ 1,252	$ 28,051	$ 894,445
2020-21	$ 45,000	0.83%	$ 3,712	$ 3,950	$ 52,662	$ 849,445
2021-22	$ 45,000	0.93%	$ 3,950	$ 5,350	$ 54,299	$ 804,445
2022-23	$ 45,000	1.33%	$ 5,350	$ 7,139	$ 57,488	$ 759,445
2023-24	$ 45,000	1.88%	$ 7,139	$ 7,073	$ 59,212	$ 714,445
2024-25	$ 45,000	1.98%	$ 7,073	$ 7,866	$ 59,939	$ 669,445
2025-26	$ 45,000	2.35%	$ 7,866	$ 7,649	$ 60,515	$ 624,445
2026-27	$ 45,000	2.45%	$ 7,649	$ 8,112	$ 60,762	$ 579,445
2027-28	$ 45,000	2.80%	$ 8,112	$ 7,616	$ 60,728	$ 534,445
2028-29	$ 45,000	2.85%	$ 7,616	$ 7,219	$ 59,835	$ 489,445
2029-30	$ 45,000	2.95%	$ 7,219	$ 6,889	$ 59,108	$ 444,445
2030-31	$ 45,000	3.10%	$ 6,889	$ 6,291	$ 58,180	$ 399,445
2031-32	$ 45,000	3.15%	$ 6,291	$ 5,760	$ 57,051	$ 354,445
2032-33	$ 50,000	3.25%	$ 5,760	$ 5,099	$ 60,859	$ 304,445
2033-34	$ 50,000	3.35%	$ 5,099	$ 4,453	$ 59,552	$ 254,445
2034-35	$ 50,000	3.50%	$ 4,453	$ 3,629	$ 58,082	$ 204,445
2035-36	$ 50,000	3.55%	$ 3,629	$ 2,780	$ 56,409	$ 154,445
2036-37	$ 55,000	3.60%	$ 2,780	$ 1,815	$ 59,595	$ 99,445
2037-38	$ 55,000	3.65%	$ 1,815	$ 822	$ 57,637	$ 44,445
2038-39	$ 44,445	3.70%	$ 822	$ -	$ 45,267	
Total	$ 894,445		$ 130,023	$ 100,764		

RESOLUTION NO. 2019-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 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 11th day of December , 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

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Legislation Details (With Text)

File #:	19-615	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/22/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	

Title: Award Bid #20-08-COC Cocoa Riverfront Park Promenade Improvements to the lowest most responsible and responsive bidder Canaveral Construction Co. for $958,709 as the lowest most responsible and responsive bidder and Authorize the City Manager to negotiate the related contract. Authorize the City Manager to issue a Purchase Order in the amount of $958,709 to Canaveral Construction Co. Approve a Resolution authorizing the City Manager to issue Change Orders up to $74,200 related to the Project Contingency. Approve BAF #20-018-A and a Budget Resolution Amending the FY20 Budget to re-budget the revenue for the previously awarded FIND Grants. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments: B 20-08-COC_Bid Summary_Award Notification_NTP.pdf
B-20-08-COC Tabulation Sheet.pdf
B-20-08-COC Bid Opening Sign In Sheet.pdf
Resolution Contigency.pdf
Budget Resolution FY 2020.pdf
BAF 20-018-Find Grant Rev (12-11-19)~ Agenda 19-615.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 22, 2019
Agenda Date: December 11, 2019
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith, P.E., Public Works Director/City Engineer
Requested Action:
Award Bid #20-08-COC Cocoa Riverfront Park Promenade Improvements to the lowest most responsible and responsive bidder Canaveral Construction Co. for $958,709 as the lowest most responsible and responsive bidder and Authorize the City Manager to negotiate the related contract. Authorize the City Manager to issue a Purchase Order in the amount of $958,709 to Canaveral Construction Co. Approve a Resolution authorizing the City Manager to issue Change Orders up to $74,200 related to the Project Contingency. Approve BAF #20-018-A and a Budget Resolution Amending the FY20 Budget to re-budget the revenue for the previously awarded FIND Grants.

BACKGROUND:

After Hurricane Irma passed through Brevard County in September 2017, the shoreline of Cocoa's Lee Wenner Park and the Riverfront Park Boardwalk, along the Indian River Lagoon, sustained

extensive damage. The waterfront parks were severely impacted by the strong winds and heavy rains. The City was required to section off the severely damaged wooden boardwalk over the water for safety reasons until demolition could be completed. The Cocoa Riverfront Park Promenade Improvements Project will be replacing the former wooden boardwalk with a resilient promenade built on the landside and two reinforced concrete overlooks to restore the over-the-water viewing features of the park.

The City, recognizing the need to rebuild the community amenities that were lost to Hurricane Irma, has decided to restore the following as part of the new Riverfront Park Promenade and Overlooks Project:

1) Demolish the remaining wooden boardwalk structures
2) Construct approximately 575' of 24" thick cast-in-place reinforced concrete knee wall approximately 36" above the existing seawall with a 3' landscaping bed.
3) Construct two 20' x 25' concrete overlooks for over-the-water viewing
4) Sod and landscape remaining area between landscape bed and existing walkway.
5) Provide improvements for ADA accessibility

Bid #20-08-COC Cocoa Riverfront Park Promenade Improvements was advertised on November 11, 2019. The bid was opened on December 5, 2019 at 3PM. Purchasing sent out 1,388 invitations and notifications to bid and there were 41 plan holders. The City received bid responses from six (6) interested parties.

The Cocoa Redevelopment Agency will be funding the following Enhancements, as listed in the bid sheet:
Line Item 7 - Reinforced Concrete Overlooks
Line Item 9 - Landscape Curbing
Line Item 10 - Landscaping and Irrigation
Line Item 11 - Lighted Sign
Line Item 14 - Additive Bid Alternate for Landscaping
Summing to $248,878.

Although $250,000 was budgeted in the FY20 Adopted Budget, staff is only requesting that the Cocoa CRA transfer the amount that corresponds to the bid award as shown above. $1,122 remains in the CRA Infrastructure account #110-3230-559.63-00 dedicated to this project. **(CRA Agenda 19-652/ December 11, 2019 Cocoa meeting)**

Other funding sources for the project are grants from the Florida Inland Navigation District (FIND) Grants BV-CO-17-134(T-Dock and Day Slips Project) and BV-CO-17-139E (Promenade, T-Dock and Day Slips) which were budgeted in FY19. As the project was not awarded in FY19, these grant revenues are being re-budgeted from Fiscal Year 2019 to Fiscal Year 2020 as part of this agenda item to reflect in the total budget required to award the bid for the project.

Upon completion of the project, all costs will be reviewed for completeness and assigned to the appropriate account numbers. This project will complete the waterfront restoration work related to Hurricane Irma. Certain costs related to the project are eligible for FEMA reimbursement. The reimbursement received by the City will be contingent upon the actual costs at the conclusion of the project that are eligible. The FEMA reimbursement funds as well as the FIND Grant BV-CO-17-139E will provide reimbursement to the City and reduce the amount of dollars lost from the hurricane event. Due to the nature of construction projects it may be necessary at the conclusion of the project to

return an agenda item to City Council to correct the budgeted amounts.

STRATEGIC PLAN CONNECTION:

This project will improve the image and increase the economic development opportunities for the City. This project is also consistent with the Cocoa Redevelopment Agency's Plan and will improve access to the water for residents of and visitors to the City of Cocoa.

BUDGETARY IMPACT:

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

Budget Amendment Form # 20-018-A is needed to re-budget the FY19 grant revenue budget for the FIND grants in FY20:

Amount Requested	($427,100)
Account Number	302-0000-389.99-50
Account Name	Fund Balance

Amount Requested	($225,000)
Account Number	302-0000-389.99-50
Account Name	Fund Balance

Amount Requested	$427,100
Account Number	302-0000-337.30-16 (ES17HI)
Account Name	FIND Grant BV-CO-17-139E (Promenade, T-Dock and Day Slips)

Amount Requested	$225,000
Account Number	302-0000-337.30-15 (ES17HI)
Account Name	FIND Grant BV-CO-17-134 (T-Dock and Day Slips)

Total budget for the project consists of:

CRA Agenda 19-652 (December 11, 2019 meeting) Transfers **$248,878** from the Cocoa CRA Contingency and Infrastructure accounts to the Lee Wenner Park Capital Projects Fund 302 for Enhancements to the Promenade Account 302-3580-572.63-04.

CRA Agenda 19-653 (December 11, 2019 meeting) Transfers **$34,889** from the Cocoa CRA Fund Balance to the Capital Projects Fund for Enhancements to the Promenade Account 302-3580-572.63 -04.

There is existing FY2020 expenditure budget of **$769,142** in account 302-3580-572.63-04. (FIND Grant revenue from grant # FIND Grant BV-CO-17-139E - **$427,100;** FIND Grant revenue from grant # FIND Grant BV-CO-17-134 - **$225,000;** Other Funding Sources **$117,042**

The budget for the project is as follows:

Award of contract to Canaveral Construction Co. - $958,709
Budgetary Contingency for the project - $74,200
Other costs for the project (surveying, soil samples, permitting, etc.) - $20,000

Total Budget: $1,052,909, inclusive of Project Contingency and Other Project Costs.

PREVIOUS ACTION:

At the May 22, 2019 regular Council Meeting, the City Council approved the final design elements for inclusion in the plans and Request for Proposals solicitation.

RECOMMENDED MOTION:

Award Bid #20-08-COC Cocoa Riverfront Park Promenade Improvements to the lowest most responsible and responsive bidder Canaveral Construction Co. for $958,709 as the lowest most responsible and responsive bidder and Authorize the City Manager to negotiate the related contract. Authorize the City Manager to issue a Purchase Order in the amount of $958,709 to Canaveral Construction Co. Approve a Resolution authorizing the City Manager to issue Change Orders up to $74,200 related to the Project Contingency. Approve BAF #20-018-A and a Budget Resolution Amending the FY20 Budget to re-budget the revenue for the previously awarded FIND Grants.

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

BID SUMMARY

To: Public Works Director

From: Heath Hancher, Purchasing & Contracts Manager

Date: 12/5/2019

Re: **Bid #B-20-08-COC, Riverfront Promenade Overlook**

Bids for the subject offering were opened on December 5th, 2019 at 3:30 p.m. Purchasing sent out **one thousand – three hundred, eighty-eight (1,388)** invitations and notifications to bid, **zero (0)** supplemental suppliers and received **six (6)** responses from **forty-one (41)** plan holders for this bid. Of the **six (6) respondents** the following were disqualified:

1. Florida Home & Dock Life, LLC: Did not attend mandatory pre-bid mtg, submitted original only, did not submit in sealed envelope.
2. Edwards Concrete: Did not attend mandatory pre-bid mtg, submitted original only, did not submit in sealed envelope.

THE APPARENT LOW BIDDER IS: **Canaveral Construction Company Inc.**

I have enclosed 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 enclosed 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.
- ➔ Execute Form of Agreement
- ➔ 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 and Agenda
    - Bid Tabulation Sheet
    - Form of agreement
    - 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 and return to Purchasing & Contracts Division

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

NOTIFICATION OF AWARD

Please complete the information required above.

Department: **Public Works**	Division:
Bid / RFP / RFQ #: **B-20-08-COC** **Riverfront Promenade Overlook**	Project #
Awarded To: **Canaveral Construction Company, Inc.**	Scope of Work or Services: **Riverfront Promenade & Overlook park improvements**
Address / City / State / Zip: **3475 N. US 1., PO Box 799, Mims, FL 32754**	Phone / Fax #'s: **(Phone) 321-269-4011** **(Fax) / Email: david@canaveralconstruction.com**
Purchase / Contract Amount: **$952,909.00**	Date of Recommended Award: **December 11th, 2019**
Date of Vendor Acknowledgement:	Date of City Council Approval:
Title / Position (Print)	Mayor (Print or Stamp):
Signature:	Signature:

Return the Notification of Award to Purchasing & Contracts Division when completed.

Thank you for your cooperation

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

NOTIFICATION TO PROCEED

This acknowledgment is to hereby officially notify vendor: **(Canaveral Construction Company, Inc.)**, that Project #_____, corresponding to Bid / RFP / RFQ # **B 20-08-COC, Riverfront Promenade Overlook,** was approved by City Council on_____, and is permitted to proceed with the work specified within the scope of services required and in accordance with the schedule of rates, terms and general conditions defined herewith the original proposed award.

Department – Division **Public Works**	Vendor **Canaveral Construction Company, Inc.**
Title / Position (Print) **Bryant Smith, Director – Public Works**	Title / Position (Print) **David Nash, President**
Date:	Date:
Signature:	Signature:

Purchasing & Contracts Division

Title / Position (Print): **Heath Hancher** **Purchasing & Contracts Manager**	Contract No.
Signature	Date:

Please complete the information required above.
Return the Notification of Award to Purchasing & Contracts Division when completed.

Thank you for your cooperation

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, December 5, 2019

BID NUMBER: B-20-08-COC Cocoa Riverfront Park Promenade Improvements

VENDOR	Invitation to Bid Pg.7	Instruction to Bidders Pg.12-17	Scrutinized Company Certification Pg.18-19	Certificate of Debarment & Suspension (Primary) Pg. 20-21	Certificate of Debarment & Suspension (Lower Tier) Pg. 22-23	Bidder's Certification Pg.24	BID ACKNOWLEDGEMENT FORM Pg.27 -28 Total Base Bid	Bid Form Pg.29 Unit Pricing	Exceptions Pg. 30	Business References Pg.31	Statement of Bidder's Qualifications Pg. 32-34	Listing of Sub Contractors Pg. 35	Bid Bond Pg.36	Non-Collusion Affidavit Pg.37	Drug Free Pg. 38	Conflict of Interest Statement Pg.39-40	Form of Agreement Pg.41-60	Corporate Principal Certificate Section-17 (1-Pg)	Performance and Payment Bond Section-18 (3-Pgs)	Certificate of Liability Insurance	No Bid Response Pg. 25
Florida Home & Dock Life, LLC 2460 N. Courtenay Pkwy. Ste-203 Merritt Island, FL 32953							DISQUALIFIED - NOT AT MANDATORY PRE-BID MEETING - NOT IN A SEALED ENVELOPE														
C&D Construction, Inc. 395 South Range Road Cocoa, FL 32926	Y	Y	Y	Y	Y	Y	$993,000.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Canaveral Construction Co. PO Box 799 Mims, FL 32754	Y	**N**	Y	Y	Y	Y	$952,909.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	**N**	Y	**N**	Y	
Welsh Construction, LLC 3845 W. Eau Gallie Blvd. Suite 101 Melbourne, FL 32934	Y	Y	Y	Y	Y	Y	$1,652,922.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Doug Wilson Enterprises, Inc. 6121 North Atlantic Ave. Suite 102 Cape Canaveral, FL 32920	Y	**N**	Y	Y	Y	Y	$1,185,685.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	**N**	Y	
Rush Marine LLC 6285 Riverfront Center Blvd. Titusville, FL 32780	Y	Y	Y	Y	Y	Y	$989,618.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	

BID OPENING - SIGN IN SHEET

BID NAME: Riverfront Promenade Overlook

BID NUMBER: B-20-08-COC **DATE/TIME:** December 5th, 2019 **3:30 PM**

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	Heath Hancher	321-433-8833	HHANCHER@COCOAFL.ORG
CITY OF COCOA	Tammy Eastburn	321-433-8844	teastburn@cocoafl.org
City of Cocoa	Frank Mitabito	433-8776	Fmitabito@cocoafl.org
City of COCOA	GARY PALMER	433-8772	gpalmer@cocoafl.org
City of Cocoa	Bryant Smith	433-8771	bsmith@cocoafl.org
Cocoa	Charlene Neuterman	433 8509	cneuterman@cocoafl.org
Doug Wilson Enterprises	Payton Jones	321-720-1956	Pjones@dwenet.com
DWE	Gavin Knorth	904-626-6260	GKnorth@DWENet.com
C & D Construction Inc.	Amy Leslie	321-639-9190	Amy@C-DConstruction.com
Rush Marine	Tony Landry	321-267-8100	Tlandry@Rushinc.com
Welsh Construction	Jennifer Parkerson	321 757 9383	Jennifer@welshci.com
Conaveral Construction Co	Dirk Neuenberg	321-269-4011	dirk@conaveralconstruction.com
Florida Home of Dock Up	DAVID T. ERICKSON	3217204350	DT_ERICKSON@HOTMAIL.COM

RESOLUTION NO. 2019-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONTRACT WITH CANAVERAL CONSTRUCTION CO. RELATED TO THE CONSTRUCTION OF THE COCOA RIVERFRONT PARK PROMENADE IMPROVEMENTS PROJECT B-20-08-COC IN THE AMOUNT OF $74,200 CONTINGENCY SET ASIDE FOR CHANGE ORDERS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 1.

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract with Canaveral Construction Co. related to the Cocoa Riverfront Park Promenade Improvements Project (B-20-08-COC) in the amount of $1,032,909 inclusive of a $74,200 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 11th day of December 2019.

_____
Jake Williams, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

RESOLUTION NO. 2019-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 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 11th day of December, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-018-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 12/06/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 427,100)	302-0000-389.99-50		Fund Balance	$ 0	$ 4,107,888	$ 3,680,788	$ 3,680,788
($ 225,000)	302-0000-389.99-50		Fund Balance	$ 0	$ 3,680,788	$ 3,455,788	$ 3,455,788
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 652,100)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 427,100	302-0000-337.30-16	ES17HI	FIND BV-CO-17-139E	$ 0	$ 0	$ 427,100	$ 427,100
$ 225,000	302-0000-337.30-15	ES17HI	FIND BV-CO-17-134	$ 0	$ 0	$ 225,000	$ 225,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 652,100	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is to roll the FY2019 Budget to FY 2020 Budget for the Revenue, for the FIND Grants notated above. The FIND Grants were previously awarded in Agenda 19-177 (BAF 19-085). No Revenue was recorded or received in FY2019. Agenda 19-615

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/11/19 *RESOLUTION #:* 2019-110

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.

12/6/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.12.06 12:16:05 -05'00'	12/6/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.12.06 14:35:47 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
12/6/19 Bryant Smith Digitally signed by Bryant Smith Date: 2019.12.06 13:02:45 -05'00'	12/6/19 Lora Howell Digitally signed by Lora Howell Date: 2019.12.06 15:11:27 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	19-632	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	11/26/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Approve the removal of an oak tree in the right-of-way adjacent to 4034 Pinyon Drive with a replacement oak tree to be planted at Bracco Pond. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	4034 Pinyon Dr Pictures.pdf Tree removal letter - 4034 Pinyon Dr.pdf Tree report - 4034 Pinyon Dr.pdf Legal Ad #2 Proof - DA and 2 Trees.pdf Location Map.jpg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 26, 2019
Agenda Date: December 11, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the removal of an oak tree in the right-of-way adjacent to 4034 Pinyon Drive with a replacement oak tree to be planted at Bracco Pond.

BACKGROUND:

I. Project Information

On October 7, 2019, Public Works was called to investigate complaints of trip hazards and root damage to sidewalk and irrigation lines related to an oak tree in the right-of-way at 4034 Pinyon Dr. The inspector found that the tree's root system has caused damage to both public and private property. Specifically, the tree's roots have pushed up the sidewalk creating a trip hazard and therefore a potential liability for the city. Additionally, the root system is lifting and breaking the property owner's apron and driveway. Photos are attached depicting impacts to the driveway apron and sidewalk.

The city has responded to complaints related to this tree on three other occasions in 2019. On May 2, 2019 the sidewalk was ground down to reduce the trip hazard. On May 13, 2019 the tree was trimmed out of the road and off the sidewalk. And on August 7, 2019 a report of a person falling was

received and the sidewalk was ground down for the second time.

Future Land Use:	MDR (Medium Density Residential)
Zoning District:	RU-1-7 (Single Family Residential)
Existing Land Use:	Single Family home
Council District:	District 3 - Council Member Don Boisvert

Overview of Surrounding Area:

	Future Land Use Desig	Zoning District	Land Use
North	LDR (Low Density Resid	RR-1 (Rural Residential)	Single-Family Residenc
South	MDR (Medium Density Residential)	RU-1-7 (Single Family Residential)	Single-Family Residenc
East	MDR (Medium Density Residential)	RU-1-7 (Single Family Residential)	Single-Family Residenc
West	MDR (Medium Density Residential)	RU-1-7 (Single Family Residential)	Single-Family Residenc

II. Analysis

Consistency with Code of the City of Cocoa

Consistent with Appendix A, Article XIII, Section 22, Landscape Requirements

The provisions of Appendix A, Article XIII, Section 22(E), Tree Protection and Preservation, apply to trees in public rights-of-way. *Sec. 22 (E) (1) (c).*

> *The provisions of this subsection (E) shall apply to the following:*
> *(c) All public or private rights-of-way*

Also, because the tree in question is an oak tree and is located in the public right-of-way, the Tree Board shall make a recommendation to the City Council regarding the removal of the tree. *Sec. 22 (H) (1) (c)*

> *TREE BOARD. A tree board is hereby established which shall consist of the members of the city Planning and Zoning Board, and who shall serve by appointment of the City Council of the City of Cocoa, Florida.*
> *(c) No oak tree located on city public right-of-way or city owned property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council, subject to the following exceptions:*

No exceptions apply in this circumstance. Accordingly, the Tree Board must make a recommendation regarding removal of the oak tree and the location and species of a replacement

tree:

> *(d) Where an oak tree located on city public right-of-way or city owned property is removed for any reason, the tree board shall either:*
>
> *(1) Include with its recommendation to the city council regarding removal of the oak tree, a recommendation on both the location and species of a replacement tree;*
>
> *. . .*

Staff Finding: The tree in question has been deemed a hazard to the public safety by the City although it does not pose an imminent threat to the public at this time. However, the sidewalk uplift has posed an imminent threat on two occasions this year. In both cases, the sidewalk was ground down to level out passage, however the roots will continue to cause the sidewalk to lift and therefore the trip hazard will continue to reoccur over time. At some point the sidewalk will no longer be able to be ground down and remain able to function as a safe walking surface. It is recommended that the tree be removed now to eliminate the continuing liability to the City. Public Works has recommended that a replacement tree be planted at a different location to prevent the same root issue from happening again in this location. It is their recommendation that a replacement oak tree be planted at Bracco Pond to enhance the public enjoyment of that park.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item at its regular meeting on December 4, 2019.

RECOMMENDED MOTION:

Approve the removal of an oak tree in the right-of-way adjacent to 4034 Pinyon Drive with a replacement oak tree to be planted at Bracco Pond.

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WM
137


4X4


WM
WASTE MANAGEMENT
WM
WASTE MANAGEMENT



Public Works Department
155 N. Wilson Avenue, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

10/08/2019

The tree at 4034 Pinyon Dr. Cocoa FL was reported to Public Works on 10/7/19 informing the Public Works Department that the tree is causing trip hazards and damage by the root system. The report states that the tree is causing damage to the irrigation lines on the property owner as well. An inspection was done by Kennethray Terrell (Supervisor of the Grounds Dept.) and determined the tree has done a lot of damage to the city property and private property. On the city side the tree is pushing up the sidewalk causing it to twist and lift causing trip hazards where citizens could hurt themselves which is a hazard. This is a liability for the city in lawsuits. It is also breaking and lifting the private property owner's driveway. The apron is cracked and lifted causing a bump as it is driven over. This makes the fourth work order to be done at this address. The first three work order dates are 5/2/19 where sidewalk trippers were ground down. The other date was 5/13/19 where the tree was trimmed out of the road and off the sidewalk. The last one was 8/7/19 where the safety risk officer

Public Works Department
155 N. Wilson Avenue, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

reported a person falling and the sidewalk trippers were ground at that time as well. This tree has created already one liability so my recommendation is to remove the tree and plant a new tree in a new location not between the sidewalk and the curb at this location.

Public Works Tree Removal Notification/Request

Date		10/8/2019	
Tree Location			
	Address / Location	4034 Pinyon Dr	
	Additional Description	4034 Pinyon Dr	
	Side of Road	North	
Tree Condition			
	Hazard to Public	Yes	
	Diseased	No	
	Dead	No	
Tree Description			
	Species	Oak	
	Diameter (DBH) in.	26	
	Specimen (>24" Diameter)	Yes	
Status			
	Removed Date	Pending	
	Pending Removal	PW removal	
Reason for Removal Request/Notification		Causing trip hazards where one citizen has fell and damaging property of the city and private owner	
	Distance from tree to	edge of the road 3.5 ft	
	Curb		curb
	Sidewalk		Sidewalk 2.0
	Underground Utility Conflict		No underground utility conflict
		Water	No
		Sewer	No
	Overhead Utility Conflict		No overhead utility conflict
		FPL	No
		Streetlight	No
	Previous Infrastructure Repairs		Previous work orders for repairs
		Yes / No	No
		Type	Na
		Date if known	Na
	Vertical Traffic Conflict		no
Proposed Tree Replacement			
	Required under Ordinance?		Yes
	Type	Oak	
	Location	Bracco Pond is a good option plenty of area	

Submitted By: Kennethray Terrell
Submitted Date: 10/8/2019
Approval:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003917456
Pymt Method Invoice
Net Amt: $237.69

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/26/19

Text of Ad:

AD#3917456 11/26/2019
CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY/TREE BOARD AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

PZ-19-022 – Development Agreement - Project King
Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Project King to allow the developer to construct a freight distribution facility (117,341 sq.ft. building) on 4 parcels of land. (Parcel ID: 24-35-26-00-771, 24-35-26-00-767, 24-35-26-00-767.1 and 24-35-26-00-755)

PZ-19-037 - Tree Removal Permit - 4034 Pinyon Dr.
Public Works has requested removal of an oak tree in the City right-of-way and a replacement to be planted at Bracco Pond.

PZ-19-038 - Tree Removal Permit – 2340 W. Sherwood Cir.
Public Works has requested removal of an oak tree in the City right-of-way and a replacement to be planted at Bracco Pond.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
DECEMBER 4, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
DECEMBER 11, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

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

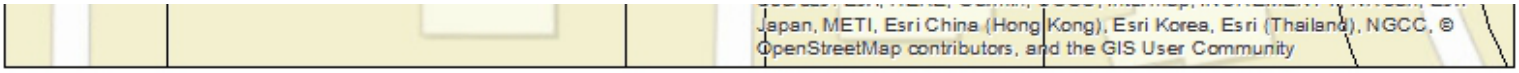
Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

View.ashx %d×%d pixels




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Legislation Details (With Text)

File #:	19-633	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	11/26/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Approve the removal of an oak tree in the right-of-way adjacent to 2340 W. Sherwood Circle with a replacement oak tree to be planted at Bracco Pond. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Photos - 2340 W. Sherwood Cir.pdf Tree removal letter - 2340 W. Sherwood.pdf Tree Report - 2340 W Sherwood Cir.pdf Legal Ad #2 Proof - DA and 2 Trees.pdf Location Map.jpg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 26, 2019
Agenda Date: December 11, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the removal of an oak tree in the right-of-way adjacent to 2340 W. Sherwood Circle with a replacement oak tree to be planted at Bracco Pond.

BACKGROUND:

I. Project Information

On September 27, 2019, Public Works was called to investigate complaints of trip hazards and root damage to the driveway and sidewalk related to an oak tree in the right-of-way at 2340 W. Sherwood Circle. The inspector found that the tree's root system has caused damage to both public and private property. Specifically, the tree's roots have pushed up the sidewalk creating a trip hazard and therefore a potential liability for the city. Additionally, the root system has caused significant damage to the property owner's apron which has been pushed up 6 inches as well as having caused the driveway concrete to break. The property owner, who is a 100 percent disabled veteran who uses a mobility scooter is having trouble getting around due to the damage. Photos are attached depicting impacts to the driveway apron and sidewalk.

The city has responded to previous complaints related to this tree. The section of sidewalk adjacent

to the tree had been damaged to such an extent that the sidewalk was removed and re-poured. On July 19, 2019 the sidewalk next to the replaced section was ground down to reduce the trip hazard.

Future Land Use:	LDR (Low Density Residential)
Zoning District:	RU-1-7a (Single Family Residential)
Existing Land Use:	Single Family home
Council District:	District 3 - Council Member Don Boisvert

Overview of Surrounding Area:

	Future Land Use Desig	Zoning District	Land Use
North	LDR (Low Density Resid	RU-1-7a (Single Family Residential)	Single-Family Residenc
South	LDR (Low Density Resid	RU-1-7a (Single Family Residential)	Single-Family Residenc
East	LDR (Low Density Resid	RU-1-7a (Single Family Residential)	Single-Family Residenc
West	LDR (Low Density Resid	RU-1-7a (Single Family Residential)	Single-Family Residenc

II. Analysis

Consistency with Code of the City of Cocoa

Consistent with Appendix A, Article XIII, Section 22, Landscape Requirements

The provisions of Appendix A, Article XIII, Section 22(E), Tree Protection and Preservation, apply to trees in public rights-of-way. *Sec. 22 (E) (1) (c).*

> *The provisions of this subsection (E) shall apply to the following:*
> *(c) All public or private rights-of-way*

Also, because the tree in question is an oak tree and is located in the public right-of-way, the Tree Board shall make a recommendation to the City Council regarding the removal of the tree. *Sec. 22 (H) (1) (c)*

> *TREE BOARD. A tree board is hereby established which shall consist of the members of the city Planning and Zoning Board, and who shall serve by appointment of the City Council of the City of Cocoa, Florida.*
> *(c) No oak tree located on city public right-of-way or city owned property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council, subject to the following exceptions:*

No exceptions apply in this circumstance. Accordingly, the Tree Board must make a

recommendation regarding removal of the oak tree and the location and species of a replacement tree:

> *(d) Where an oak tree located on city public right-of-way or city owned property is removed for any reason, the tree board shall either:*
> *(1) Include with its recommendation to the city council regarding removal of the oak tree, a recommendation on both the location and species of a replacement tree;*
> *. . .*

Staff Finding: The tree in question has been deemed a hazard to the public safety by the City. The sidewalk uplift posed an imminent threat on two prior occasions which were mitigated by replacing a section of sidewalk on one occasion and grinding down the sidewalk on another. Given the additional cracking showing in the sidewalk it is apparent that the roots will continue to cause the sidewalk to lift and therefore the trip hazard will continue to reoccur over time.

The damage to the driveway apron does pose an imminent threat to the public safety. Therefore, it is recommended that the tree be removed now to eliminate the continuing liability to the City. Public Works has recommended that a replacement tree be planted at a different location to prevent the same root issue from happening again in this location. It is their recommendation that a replacement oak tree be planted at Bracco Pond to enhance the public enjoyment of that park.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item at its regular meeting on December 4, 2019.

RECOMMENDED MOTION:

Approve the removal of an oak tree in the right-of-way adjacent to 2340 W. Sherwood Circle with a replacement oak tree to be planted at Bracco Pond.







Public Works Department
155 N. Wilson Avenue, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

10/30/2019

The tree at 2340 W Sherwood Cir. Cocoa FL was reported to Public Works on 09/27/19 informing the Public Works Department that the tree is causing trip hazards and damage by the root system. The report states that the tree is causing damage to the sidewalk. An inspection was done by Kennethray Terrell (Supervisor of the Grounds Dept.) and determined the tree has done a lot of damage to the city property and private property. On the city side, the tree has pushed up the sidewalk causing it to be pulled out and replaced which has already happened. Since then we have ground down a concrete tripper next to the new sidewalk. The tree also has damaged private property of the homeowner; the driveway apron is pushed up 6 inches out of the ground and needs replaced. This could be a liability for the city in lawsuits if the problem occurs again. After looking at the tree it appears to be out growing its area where it is planted. The owner who lives at this address is 100 percent disabled veteran and has to use a mobility scooter to get around and is having trouble due to

Public Works Department
155 N. Wilson Avenue, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

the sidewalk and driveway. The sidewalk was ground down on 7/19/19 and we have been at this location once before and replaced the sidewalk next to the tree. My recommendation is to remove the tree and plant a new tree around the Bracco pond area where there is more room to grow.

Kennethray Terrell

Grounds Supervisor

Public Works Department
155 N. Wilson Avenue, Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

Public Works Tree Removal Notification/Request

Date		10/30/2019	
Tree Location			
	Address / Location	2340 W Sherwwod Cir.	
	Additional Description	2340 W Sherwood Cir.	
	Side of Road	West	
Tree Condition			
	Hazard to Public	Yes	
	Diseased	No	
	Dead	No	
Tree Description			
	Species	Oak	
	Diameter (DBH) in.	42	
	Specimen (>24" Diameter)	Yes	
Status			
	Removed Date	Pending	
	Pending Removal	PW removal	
Reason for Removal Request/Notification		Causing damage to private property and city property	
	Distance from tree to	edge of the road 2.0ft	
	Curb		curb
	Sidewalk		Sidewalk 2. 1.5
	Underground Utility Conflict		No underground utility conflict
		Water	No
		Sewer	No
	Overhead Utility Conflict		No overhead utility conflict
		FPL	No
		Streetlight	No
	Previous Infrastructure Repairs		Previous work orders for repairs
		Yes / No	No
		Type	Na
		Date if known	Na
	Vertical Traffic Conflict		no
Proposed Tree Replacement			
	Required under Ordinance?		Yes
	Type	Oak	
	Location	Bracco Pond is a good option plenty of area	

Submitted By: Kennethray Terrell
Submitted Date: 10/30/2019
Approval:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003917456
Pymt Method Invoice
Net Amt: $237.69

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/26/19

Text of Ad:

AD#3917456 11/26/2019
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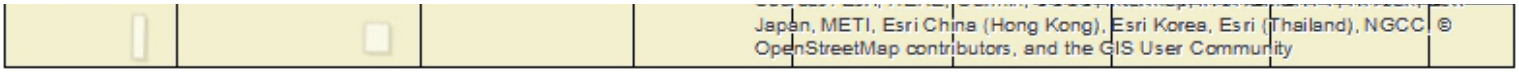
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London Blvd
3799
Little John Ct
2498
Sherwood Cir W
2398
London Blvd
3781
Sherwood Cir
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri


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Legislation Details (With Text)

File #:	19-642	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	12/2/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Approve Ordinance No. 26-2019 regarding Local Vendor Preference on First Reading. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 26-2019 Local Preferences.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 2, 2019
Agenda Date: December 11, 2019
Prepared By: Anthony Garganese, City Attorney
Through: Finance Director
Requested Action:
Approve Ordinance No. 26-2019 regarding Local Vendor Preference on First Reading.

BACKGROUND:

At the November 13, 2019 City Council meeting, the City Council considered the City's existing local vendor preference policy which is currently part of the City's Purchasing Policy Section 15 published in the City's Financial Operations Manual. The existing policy was adopted by the City Council in 2009.

Upon review the City Council supported maintaining the local preference policy, but directed that changes be made and presented in an ordinance for further consideration. The changes include: (1) increasing the threshold from 3% to 5%; (2) require the local business to match the lowest bid as a condition of receiving a local preference; and (3) require the City Manager to provide the Council an annual report on the use of the local preference in order to allow the Council to regularly evaluate the effectiveness of the local preference policy.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

Not applicable.

PREVIOUS ACTION:

Council previously adopted a local preference policy by Ordinance 11-2019, as amended by Ordinance 14-2009.

On November 13, 2019, the City Council directed that the local preference policy be amended by Ordinance.

RECOMMENDED MOTION:

Approve Ordinance No. 26-2019 on First Reading.

ORDINANCE NO. 26-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-4 OF THE CITY CODE TO ALLOW PREFERENCES FOR LOCAL VENDORS AS TO CITY PURCHASES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City spends significant amounts in purchasing personal property, materials, and contractual services, the dollars for which are derived, in large part, from taxes and fees imposed on local businesses; and

WHEREAS, the City Council has determined that funds generated from the community should, to the extent possible, be placed back into the local economy; and

WHEREAS, under the terms and conditions of this Ordinance, the City Council has determined that it is in the best interest of the City to give a preference to local businesses in making purchases whenever the application of such a preference is reasonable in light of the dollar value of proposals received in relation to such expenditures; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Chapter 2, Section 2-4, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 2, Section 2-4. It is intended that the text in Chapter 2, Section 2-4 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.):

Sec. 2-4. Purchasing and contract procedures.

* * *

(e) In the letting of contracts for procurement of materials, supplies, equipment or services, the City shall give a preference to local businesses in the following manner:

(1) The City shall give a preference to local businesses located within Brevard County in an amount not to exceed 5% of the total bid price submitted by the local business. If the lowest bidder is not a Brevard County-based business and a local business has submitted a bid within 5% of the lowest bid, the local business bidder with the lowest bid within 5% shall be deemed the lowest bid upon written notice by the City, provided the local business responds in writing to the written notice by affirmatively agreeing to match the bid of the lowest bidder. Said written response agreeing to match the lowest bid must be delivered to the City no later than two (2) business days from the date that the City delivered the written notice. If the local business refuses to match the lowest bid or fails to timely respond to the City's written notice, the local business' bid shall not be adjusted.

(2) A business is considered a local business for purposes of this section if it has a permanent, physical business address located within the City or Brevard County limits, and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address. Local businesses must provide documentation of their status at the time of bid submittal.

(3) The local preference policy shall not apply to the following purchases or contracts:

(i) Contracts or purchases in excess of one million dollars ($1,000,000.00).

(ii) Contracts for professional services, including those awarded under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes).

(iii) Purchases or contracts which are funded, in whole or in part, by a governmental entity whose laws or regulations governing such funding prohibit application of a local vendor preference.

(iv) State or federal law prohibits the use of local preferences.

(v) Goods or services provided pursuant to a cooperative purchasing agreement.

(vi) When the City has waived competitive bidding requirements.

(vii) Purchases made or contracts let under emergency situations.

(viii) Purchases or contracts let under a bid or request for proposal which the City has expressly waived, in the invitation to bid or request for proposal, the requirements of this local preference policy.

(ix) The City has deemed the business unqualified to perform the work.

(x) The City rejects all bids or proposals.

(xi) All the bids exceed the City's budgeted amount for the project.

(4) The local preference requirements of this section do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

(5) The City Manager will provide an annual report to the City Council in January summarizing the previous year's use of the local preference to award City contracts.

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

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. Update the City's Financial Operations Manual. This Ordinance shall be incorporated into the City of Cocoa Financial Operations Manuel by the Finance Director.

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

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____
Jake Williams Jr., Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	19-554	**Version:**	1	**Name:**	October, 2019 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/1/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 10/31/2019.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.19 thru 10.31.19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	November 1, 2019
Agenda Date:	December 11, 2019
Prepared By:	Diane Kozlak, Senior Buyer
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 10/31/2019**.**

BACKGROUND:

The following reports for the period October 01, 2019 through October 31, 2019 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 10-01-19 thru 10-31-19

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 13

City Manager = 6

City of Cocoa CRA Board = 0

City Council = 7

Purchase Order Approvals 10-01-19 thru 10-31-19
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75274	10/9/2019	Alan Jay Chevrolet Oldsmobile	$ 36,196.00	10/9/2019	Matthew J. Fuhrer (Acting)
75276	10/9/2019	Trane (Maitland)	$ 46,986.00	10/9/2019	Matthew J. Fuhrer (Acting)
75279	10/9/2019	S & L Materials, Inc.	$ 35,000.00	10/9/2019	Matthew J. Fuhrer (Acting)
75373	10/11/2019	Ring Power Corporation-Palm Bay	$ 42,589.00	10/11/2019	John A. Titkanich, Jr. AICP
75430	10/18/2019	Core & Main LP	$ 45,154.90	10/15/2019	John A. Titkanich, Jr. AICP
75461	10/18/2019	Brev. Cty. Emergency Management	$ 38,012.00	10/15/2019	John A. Titkanich, Jr. AICP

6 **Purchase Order Approved by City Manager**

Prepared by Purchasing 11/1/2019

Purchase Order Approvals 10-01-19 thru 10-31-19
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 11/1/2019

Purchase Order Approvals 10-01-19 thru 10-31-19
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75230	10/8/2019	Flowers Chemical Laboratories	$ 44,712.00	9/25/2018	City Council
75254	10/9/2019	Industrial Chemicals Inc.	$ 35,200.00	9/11/2019	City Council
75284	10/9/2019	Axon Enterprises, Inc.	$ 49,902.00	10/24/2017	City Council
75364	10/11/2019	FL. Dept. of Corrections	$ 43,122.75	12/12/2017	City Council
75370	10/11/2019	Brev. Cty. Bd. Of Cty. Comm.	$ 50,000.00	10/25/2016	City Council
75379	10/11/2019	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
75495	10/25/2019	Glover Oil Company	$ 35,775.00	12/12/2017	City Council

7 **Purchase Order Approved by City Council**

Prepared by Purchasing 11/1/2019

Legislation Details (With Text)

File #:	19-630	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/26/2019			**In control:**	City Council
On agenda:	12/11/2019			**Final action:**	
Title:	General and Police Pension Board Annual Reports for Informational purposes only. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	9-30-19 Cocoa General Employees (quarterly report).pdf Burgess Chambers & Associates, Inc- Police Pension Investment Summary.pdf Cocoa General and Police - Pension Plans' investment activity reports for FY18-19.pdf COCOA MASTER STMT - FY18-19..pdf Investment Report for FY 18-19- Cocoa Police...pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 26, 2019
Agenda Date: December 11, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
General and Police Pension Board Annual Reports for Informational purposes only.

BACKGROUND:

Attached are the annual reports of investment activity for the General and Police Pensions Plan, along with the cover letters signed by the Boards' Chairmen. As you will note, the reports are for the City Council and also must be made available upon request by the public. The fourth quarter report s from the Plans' consultants are also attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

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PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

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Investment Performance Review
Period Ending September 30, 2019

Cocoa General Employees' Defined Benefit Pension Plan

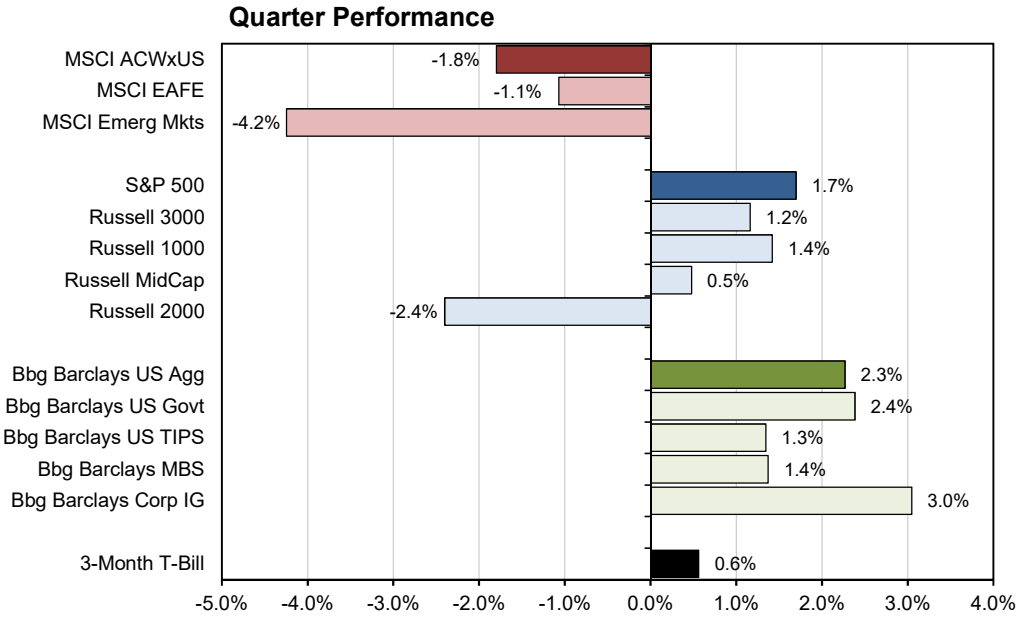


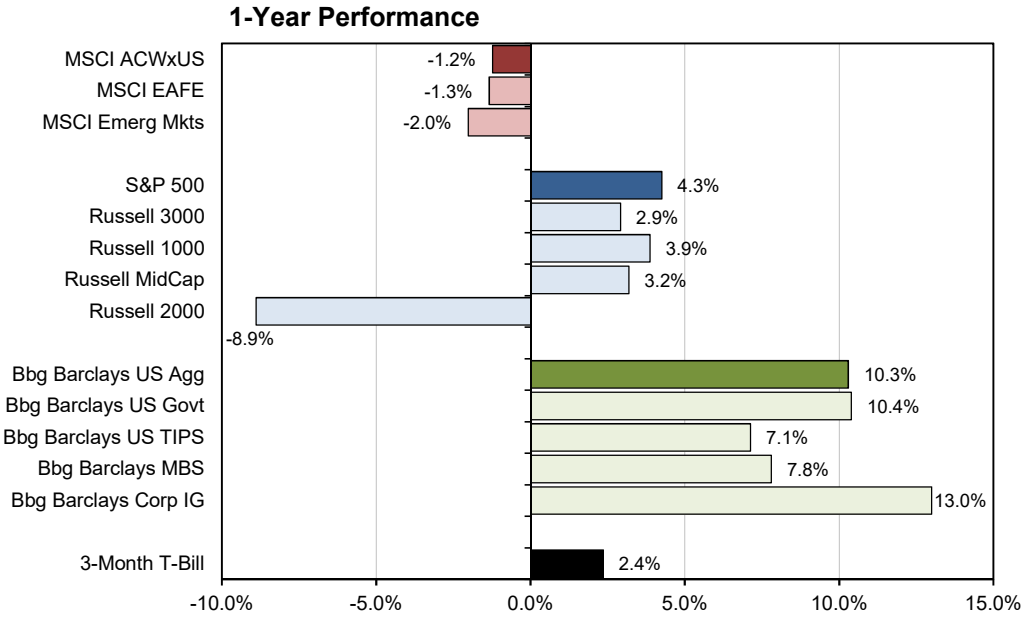
3rd Quarter 2019 Market Environment

- Broad asset class returns were mixed during the 3rd quarter of 2019 with both US large cap equity and fixed income indices extending their year-to-date gains while US small cap and international indices declined. Volatility was high during the period as investors weighed the effects of ongoing trade disruption and slowing global economic data against the announcement of several new central bank stimulus measures. US stocks continued their year-to-date outperformance relative to international stocks during the period. US markets faced headwinds from continued escalation in the ongoing trade dispute with China, slowing economic data, particularly with regards to manufacturing, and political uncertainty following a late quarter impeachment inquiry against President Donald Trump. However, markets were supported by easing monetary policy from the Federal Reserve (Fed) which cut interest rates twice during the period. In general, lower risk assets performed better through the period as investors weighed the increased risk of a recession. Within domestic equity markets, large cap stocks outperformed small cap equities during the quarter with the S&P 500 Index returning 1.7% versus a -2.4% return on the small cap Russell 2000 Index. US equity returns over the 1-year period were positive for large and mid-cap stocks, returning 4.3% and 3.2% respectively, but small cap stocks posted a loss, falling -8.9%.

- International markets posted negative returns for the 3rd quarter. Similar to US markets, international returns were impacted by continued weakness in economic data, heightened geopolitical uncertainly around global trade and Brexit and newly announced stimulus measures from global central banks including the European Central Bank (ECB) and Peoples Bank of China (PBoC). International returns also faced headwinds from a strengthening US dollar (USD) which appreciated against most major currencies during the period. Developed markets continued their outperformance relative to emerging markets during the period with the MSCI EAFE Index falling -1.1% versus a -4.2% decline for the MSCI Emerging Markets Index. Both developing and emerging markets posted slight losses over the 1-year period, returning -1.3% and -2.0% respectively.

- Fixed income returns outperformed equities during the 3rd quarter as investors looked for relative safety amid the equity market volatility. The broad market Bloomberg Barclays Aggregate Index gained 2.3% as interest rates fell following central bank stimulus from the Fed and other global central banks. The US Treasury Yield Curve also inverted in August, contributing to growing concern around the potential for an upcoming recession. Investment grade corporate issues were the best performing securities for the third quarter in a row, returning 3.0%, outperforming Treasury and securitized issues. Corporate issues benefitted from their relatively high duration and yield. The bond market has meaningfully outperformed the equity market over the trailing 1-year period with the Bloomberg Barclays Aggregate posting a solid 10.3% return.



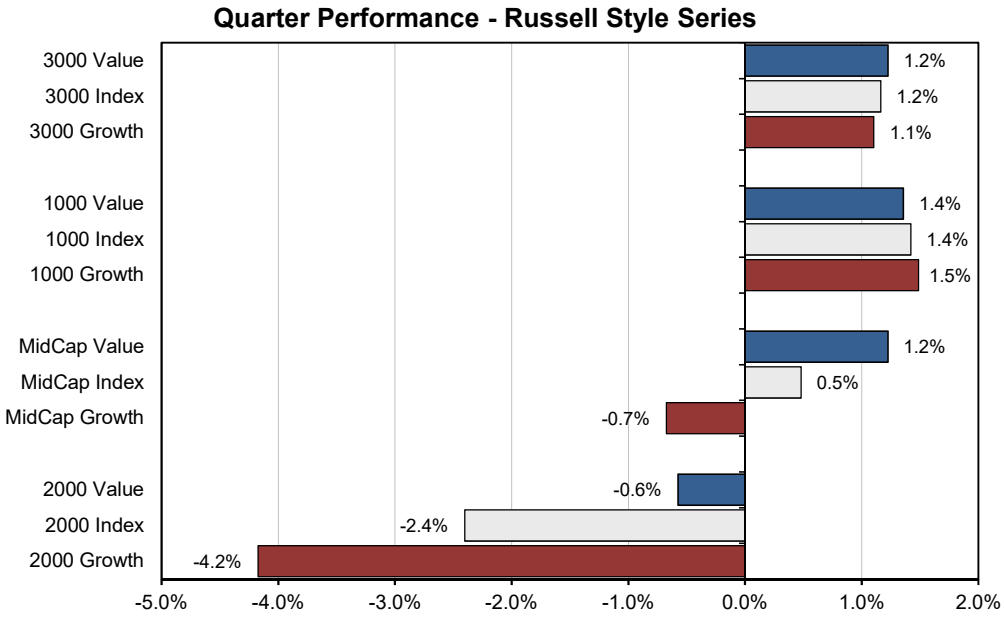


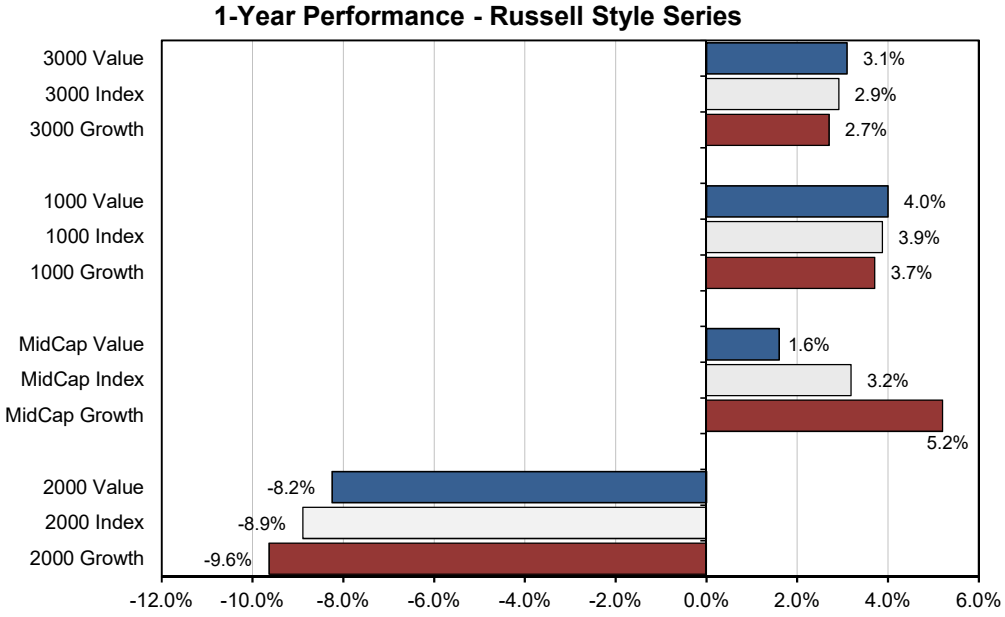
Source: Investment Metrics

- US equity returns were modestly positive during the 3rd quarter, but results varied considerably across the style and capitalization spectrum. Data released during the quarter showed signs that the US economy could be slowing down. Weakening metrics around manufacturing and sentiment were particularly concerning and employment, typically a bright spot for the US economy, missed expectations for the pace of new jobs and hours worked. A likely contributor to the softening economic data is the ongoing trade war between the US and China. Despite last quarter's agreement to cease escalations following a meeting between President Trump and President Jinping at the G20 summit, the 3rd quarter saw the announcement and implementation of a series of new tariffs from both the US and China. Additionally, in response to new tariffs, the PBoC allowed the yuan to depreciate to its lowest level since 2008 leading US Treasury officials to accuse China of currency manipulation. Even with the apparent breakdown in relations between the two sides, both China and the US agreed to continue negotiations set to take place in October. Markets also reacted to the late quarter announcement of a formal impeachment inquiry against President Trump following a whistle blower report alleging that President Trump pressured the government of Ukraine to investigate the son of political opponent Joe Biden. Despite these substantial headwinds, the US equity market found support from Fed easing of monetary policy in the form of two separate interest rate cuts and ended the period with a gain. The Russell 3000 Index returned 1.2% and 2.9% for the quarter and 1-year period respectively.

- During the quarter, higher market cap stocks outperformed lower market cap stocks across the style spectrum. The large cap Russell 1000 Index gained 1.4% during the period versus a -2.4% return for the small cap Russell 2000 Index. Investors may have been attracted to large cap names as a result of the quarter's volatility as large cap stocks are typically viewed as less risky than their small cap counterparts. When viewed over the most recent 1-year period, large cap stocks significantly outperformed small cap stocks with the Russell 1000 posting a 3.9% gain while the while the Russell 2000 had considerable losses, declining -8.9%.

- In general, value stocks outperformed growth stocks during the 3rd quarter as investors gravitated toward the relative safety these securities typically provide. However, large cap growth stocks slightly outperformed large cap value stocks due to favorable holdings in the technology and industrials sectors as well as a large underweight to the underperforming energy sector. The Russell 1000 Growth Index was the best performing style index for the period, returning 1.5%, with the small cap growth index posting the lowest relative return, a loss of -4.2%. Results over the 1-year period are mixed with value stocks outperforming in large and small cap and growth stocks outperforming in mid-cap.

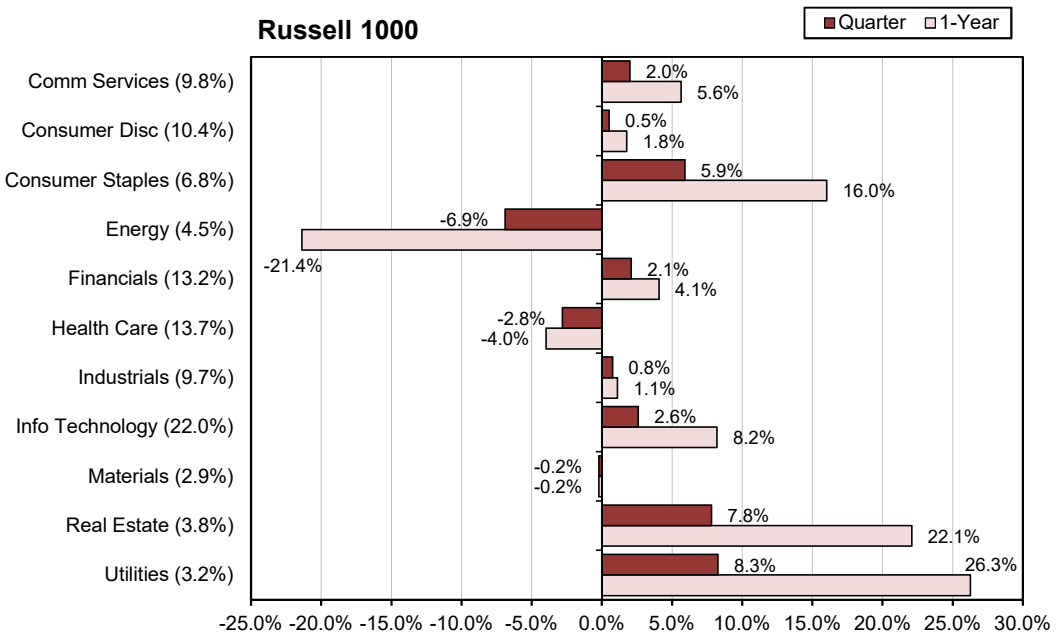


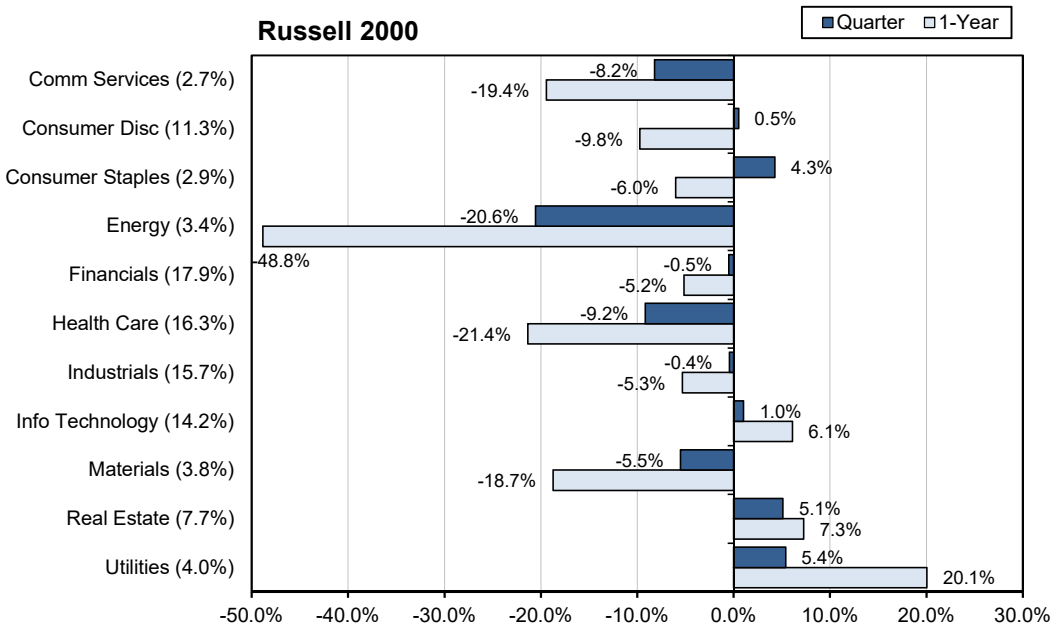


Source: Investment Metrics

- Sector performance was mixed across large cap sectors for the 3rd quarter. There were gains for eight out of eleven sectors within the Russell 1000 Index during the period with six sectors outpacing the return of the index. Defensive sectors such as utilities, real estate and consumer staples were the best performers through the quarter returning 8.3%, 7.8% and 5.9% respectively as investors looked toward these sectors for their higher yields and lower historical volatility. Energy, health care and materials stocks were the worst performers during the period. Energy stocks fell -6.9% as crude oil prices fell during the period despite a sharp upward spike in September following a terrorist attack in Saudi Arabia that temporarily reduced the country's oil production, causing a large disruption in supply. Health care stocks also lagged, declining -2.8%, as discussions in Washington around the potential for increased regulation on drug pricing acted as a headwind. Health care reform has also been a major topic of discussion among candidates for the 2020 US Presidential election, creating additional uncertainty within the sector. Materials returned -0.2% as demand concerns weighed on the economically sensitive sector. Returns over the 1-year period were also generally positive with eight out of eleven sectors posting gains. Similar to the quarter's results, defensive sectors outperformed by a considerable margin. Utilities, real estate and consumer staples performed well returning 26.3%, 22.1% and 16.0% respectively. Technology returns were also strong gaining 8.2%. Energy, health care and materials were the only sectors to post negative results over the 1-year period with energy falling -21.4%, health care dropping -4.0% and materials returning -0.2%.

- Quarterly results for small cap sectors were worse than their large capitalization counterparts with all eleven sectors trailing their corresponding large cap equivalents. Five of eleven economic sectors produced gains during the period with seven of eleven sectors outpacing the Russell 2000 Index return for the quarter. Similar to large caps, defensive sectors performed well as investors gravitated toward their relative safety and higher yields. Utilities were the best performers, returning 5.4% followed closely by REITs and consumer staples which returned 5.1% and 4.3% respectively. The cyclically oriented energy sector was the largest detractor for the period, posting a loss of -20.6%. Health care and communication services stocks also experienced notable declines, falling -9.2% and -8.2% respectively. Over the trailing 1-year period, returns were broadly negative. Utilities, real estate and technology were the only sectors to post gains returning 20.1% 7.3% and 6.1%. The energy sector was an outlier in terms of negative returns dropping -48.8% during the period. There were also notable losses in health care, communication services and materials which declined -21.4%, -19.4% and -18.7% respectively.





Source: Morningstar Direct
As a result of the GICS classification changes on 9/28/2018 and certain associated reporting limitations, sector performance represents backward looking performance for the prior year of each sector's current constituency, post creation of the Communicatio Services sector.

Top 10 Index Weights & Quarterly Performance for the Russell 1000 & 2000

As of September 30, 2019

Top 10 Weighted Stocks				
Russell 1000	Weight	1-Qtr Return	1-Year Return	Sector
Microsoft Corp	3.82%	4.1%	22.9%	Information Technology
Apple Inc	3.68%	13.6%	0.8%	Information Technology
Amazon.com Inc	2.61%	-8.3%	-13.3%	Consumer Discretionary
Facebook Inc A	1.55%	-7.7%	8.3%	Communication Services
Berkshire Hathaway Inc B	1.48%	-2.4%	-2.8%	Financials
JPMorgan Chase & Co	1.36%	6.0%	7.4%	Financials
Alphabet Inc Class C	1.35%	12.8%	2.1%	Communication Services
Alphabet Inc A	1.33%	12.8%	1.2%	Communication Services
Johnson & Johnson	1.25%	-6.4%	-3.8%	Health Care
Procter & Gamble Co	1.12%	14.2%	54.0%	Consumer Staples

Top 10 Weighted Stocks				
Russell 2000	Weight	1-Qtr Return	1-Year Return	Sector
NovoCure Ltd	0.34%	18.3%	42.7%	Health Care
Haemonetics Corp	0.33%	4.8%	10.1%	Health Care
Trex Co Inc	0.28%	26.8%	18.1%	Industrials
Science Applications International	0.27%	1.3%	10.4%	Information Technology
Portland General Electric Co	0.26%	4.8%	27.2%	Utilities
ONE Gas Inc	0.26%	7.0%	19.5%	Utilities
First Industrial Realty Trust Inc	0.26%	8.3%	29.3%	Real Estate
Southwest Gas Holdings Inc	0.26%	2.2%	18.2%	Utilities
Maximus Inc	0.25%	6.9%	20.4%	Information Technology
Teladoc Health Inc	0.25%	2.0%	-21.6%	Health Care

Top 10 Performing Stocks (by Quarter)				
Russell 1000	Weight	1-Qtr Return	1-Year Return	Sector
Insulet Corp	0.04%	38.2%	55.7%	Health Care
CyrusOne Inc	0.03%	37.9%	28.8%	Real Estate
KLA Corp	0.09%	35.7%	61.1%	Information Technology
New York Community Bancorp Inc	0.02%	27.6%	28.7%	Financials
Entegris Inc	0.02%	26.3%	63.9%	Information Technology
Pilgrims Pride Corp	0.01%	26.2%	77.1%	Consumer Staples
Western Digital Corp	0.06%	25.4%	5.6%	Information Technology
DocuSign Inc	0.03%	24.6%	17.8%	Information Technology
Target Corp	0.19%	24.4%	24.3%	Consumer Discretionary
XPO Logistics Inc	0.02%	23.8%	-37.3%	Industrials

Top 10 Performing Stocks (by Quarter)				
Russell 2000	Weight	1-Qtr Return	1-Year Return	Sector
NextCure Inc	0.00%	105.9%	N/A	Health Care
Dova Pharmaceuticals Inc	0.01%	98.2%	33.3%	Health Care
WW International Inc	0.09%	98.0%	-47.5%	Consumer Discretionary
R.R.Donnelley & Sons Co	0.01%	94.7%	-27.6%	Industrials
Infinera Corp	0.05%	87.3%	-25.3%	Information Technology
Lannett Co Inc	0.02%	84.8%	135.8%	Health Care
Owens & Minor Inc	0.02%	81.6%	-64.4%	Health Care
Allakos Inc	0.08%	81.5%	74.8%	Health Care
Solid Biosciences Inc	0.01%	79.8%	-78.1%	Health Care
Ardelyx Inc	0.01%	74.7%	8.0%	Health Care

Bottom 10 Performing Stocks (by Quarter)				
Russell 1000	Weight	1-Qtr Return	1-Year Return	Sector
2U Inc	0.00%	-56.7%	-78.3%	Information Technology
PG&E Corp	0.02%	-56.4%	-78.3%	Utilities
Covetrus Inc	0.00%	-51.4%	N/A	Health Care
Sarepta Therapeutics Inc	0.02%	-50.4%	-53.4%	Health Care
Nektar Therapeutics Inc	0.01%	-48.8%	-70.1%	Health Care
DXC Technology Co	0.03%	-46.2%	-67.9%	Information Technology
Antero Resources Corp	0.00%	-45.4%	-82.9%	Energy
Range Resources Corp	0.00%	-45.0%	-77.3%	Energy
Pluralsight Inc Class A	0.00%	-44.6%	-47.5%	Information Technology
Fluor Corp	0.01%	-42.5%	-66.1%	Industrials

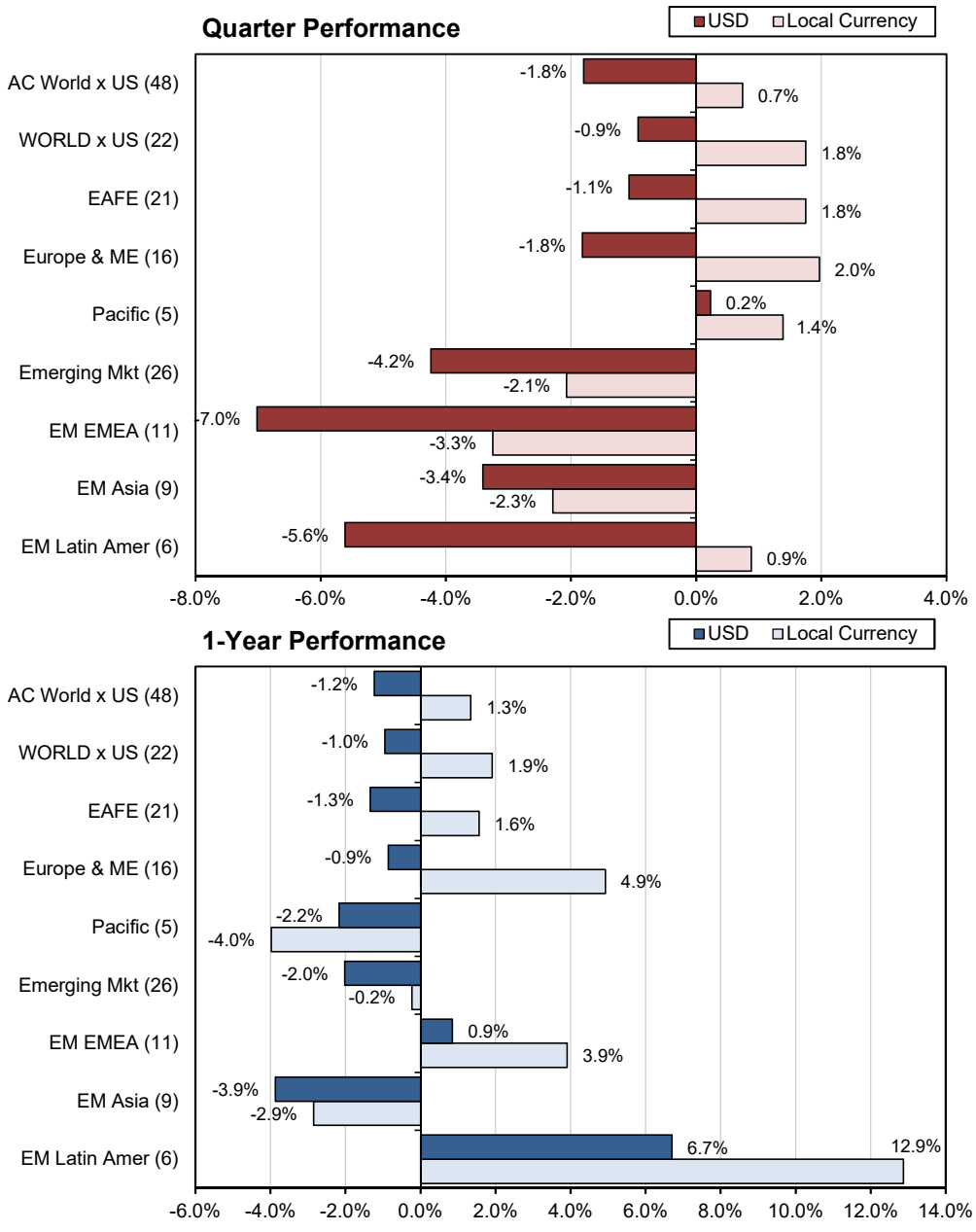
Bottom 10 Performing Stocks (by Quarter)				
Russell 2000	Weight	1-Qtr Return	1-Year Return	Sector
Tocagen Inc	0.00%	-90.1%	-95.8%	Health Care
Waitr Holdings Inc Class A	0.00%	-79.6%	-88.1%	Consumer Discretionary
McDermott International Inc	0.02%	-79.1%	-89.0%	Energy
Sonim Technologies Inc	0.00%	-77.0%	N/A	Information Technology
Synlogic Inc	0.00%	-74.8%	-83.9%	Health Care
Mallinckrodt PLC	0.01%	-73.7%	-91.8%	Health Care
Clovis Oncology Inc	0.01%	-73.6%	-86.6%	Health Care
Bloom Energy Corp Class A	0.01%	-73.5%	-90.5%	Industrials
Chaparral Energy Inc Class A	0.00%	-71.5%	-92.4%	Energy
Pacific Drilling SA	0.01%	-69.3%	-99.7%	Energy

Source: Morningstar Direct

- Broad international equity returns were negative in USD terms for the 3rd quarter as US investors in international markets faced a meaningful headwind from a USD that strengthened against most major currencies. In local currency terms, developed markets were generally positive while emerging markets posted losses. The MSCI ACWI ex US Index gained 0.7% in local currency terms, but a USD investor experienced a loss of -1.8% due to the currency effect. Similar to US markets, international equity markets balanced headwinds from slowing economic data and concerns around global trade with tailwinds from central bank shifts toward more accommodative policies. Among others, the ECB and PBoC announced new stimulus measures during the quarter. The ECB cut its policy rate and committed to a new quantitative easing program and the PBoC announced new stimulus measures designed to encourage bank lending and reduce borrowing costs as it tries to counteract a cooling economy and the effects of its ongoing trade war with the US. The recent USD strength can also be seen over the 1-year period with USD returns trailing most local currency returns. Returns for the MSCI ACWI ex US Index were 1.3% in local currency terms and -1.2% in USD terms for the trailing year.

- Results for developed market international indices were generally positive in local currency terms, but negative in USD terms for the 3rd quarter, with the MSCI EAFE Index returning 1.8% and -0.9% respectively. Outside of central bank policy and trade, there were notable developments within the political sphere. In Europe, Christine Lagarde was nominated to succeed Mario Draghi as the head of the ECB. Japanese stocks rose as election results appeared to support continuity for Prime Minister Abe's ongoing policy efforts. In the UK, pro-Brexit Boris Johnson was appointed to prime minister, replacing Theresa May. The UK continues to face uncertainty around Brexit as its late October deadline to agree to a withdrawal agreement with the European Union (EU) quickly approaches. Stocks in Hong Kong fell as the government dealt with major pro-democracy protests throughout the quarter. The MSCI EAFE Index returned 1.6% and -1.3% for the last twelve months in local currency and USD terms respectively.

- Emerging markets continued their trend of 2019 underperformance relative to developed markets during the 3rd quarter, posting negative returns in both local currency and USD terms. The MSCI Emerging Markets Index fell -2.1% and -4.2% respectively. As expected, geopolitical tensions around trade continued to put pressure on emerging market stocks. Countries with greater sensitivities to commodity prices or a strong USD tended to underperform during the period. Argentina's stock market fell -46.8% as primary elections in the country saw the defeat of the country's current market friendly president. One year returns for the MSCI Emerging Market Index were -0.2% in local currency terms and -2.0% in USD terms.



Source: MSCI Global Index Monitor (Returns are Net)

MSCI - EAFE	Sector Weight	Quarter Return	1-Year Return
Communication Services	5.4%	-0.9%	-0.7%
Consumer Discretionary	11.5%	0.3%	-2.0%
Consumer Staples	12.0%	1.9%	6.9%
Energy	5.1%	-6.5%	-14.5%
Financials	18.6%	-2.6%	-6.3%
Health Care	11.6%	2.4%	4.3%
Industrials	14.7%	-2.0%	-2.1%
Information Technology	6.7%	-0.5%	1.8%
Materials	7.0%	-5.4%	-5.7%
Real Estate	3.6%	-1.3%	4.3%
Utilities	3.8%	2.4%	13.2%
Total	**100.0%**	**-1.1%**	**-1.3%**

MSCI - ACWIxUS	Sector Weight	Quarter Return	1-Year Return
Communication Services	6.8%	-2.9%	-1.0%
Consumer Discretionary	11.4%	-0.7%	-1.6%
Consumer Staples	10.2%	1.5%	6.8%
Energy	6.7%	-4.6%	-9.8%
Financials	21.6%	-3.6%	-3.2%
Health Care	8.5%	1.1%	0.9%
Industrials	11.9%	-2.5%	-2.4%
Information Technology	8.9%	2.2%	4.1%
Materials	7.3%	-6.5%	-7.2%
Real Estate	3.2%	-3.1%	5.0%
Utilities	3.5%	1.3%	12.6%
Total	**100.0%**	**-1.8%**	**-1.2%**

MSCI - Emerging Mkt	Sector Weight	Quarter Return	1-Year Return
Communication Services	11.6%	-5.2%	-2.5%
Consumer Discretionary	13.1%	-3.1%	0.1%
Consumer Staples	6.9%	-0.8%	3.0%
Energy	7.7%	-4.0%	-2.3%
Financials	24.7%	-8.0%	1.6%
Health Care	2.6%	-6.6%	-24.2%
Industrials	5.4%	-5.2%	-4.4%
Information Technology	15.1%	5.6%	3.9%
Materials	7.3%	-10.7%	-15.9%
Real Estate	2.9%	-8.8%	6.8%
Utilities	2.8%	-3.6%	7.2%
Total	**100.0%**	**-4.2%**	**-2.0%**

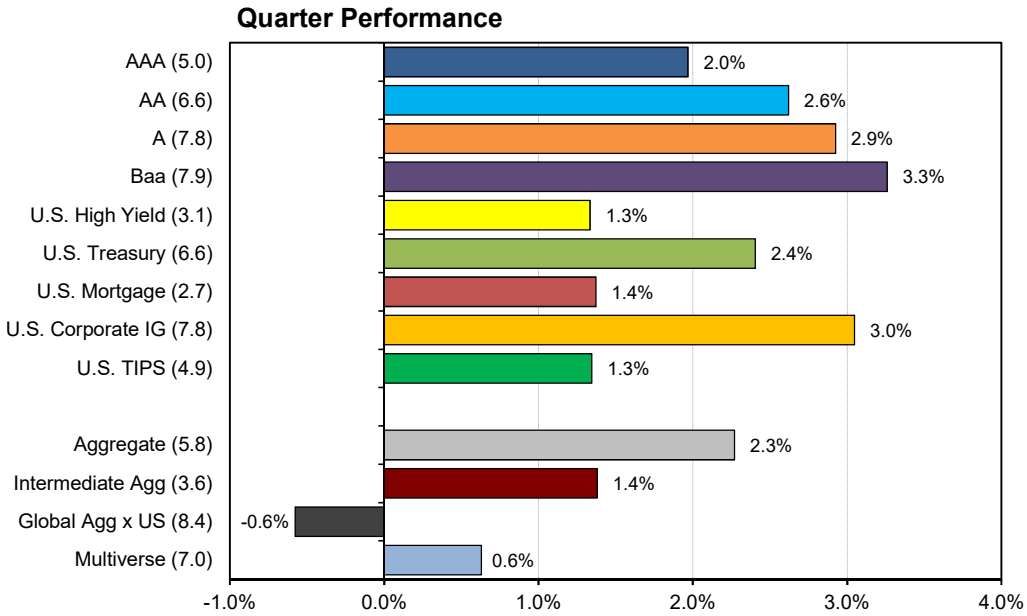
Country	MSCI-EAFE Weight	MSCI-ACWIxUS Weight	Quarter Return	1- Year Return
Japan	24.6%	16.5%	3.1%	-4.7%
United Kingdom	16.4%	11.0%	-2.5%	-2.9%
France	11.4%	7.6%	-1.7%	-1.6%
Switzerland	9.4%	6.3%	0.3%	12.0%
Germany	8.5%	5.7%	-4.0%	-7.1%
Australia	7.0%	4.7%	-1.4%	6.1%
Netherlands	4.0%	2.7%	2.4%	9.5%
Hong Kong	3.5%	2.4%	-11.9%	-1.8%
Spain	2.9%	2.0%	-3.8%	-3.5%
Sweden	2.6%	1.7%	-4.8%	-8.0%
Italy	2.3%	1.6%	-0.1%	3.9%
Denmark	1.8%	1.2%	-1.0%	2.3%
Singapore	1.3%	0.9%	-5.8%	-0.2%
Belgium	1.0%	0.7%	3.4%	-0.8%
Finland	1.0%	0.7%	-1.8%	-9.3%
Norway	0.7%	0.4%	-3.4%	-13.4%
Israel	0.6%	0.4%	-3.7%	-12.5%
Ireland	0.5%	0.4%	-0.6%	-4.6%
New Zealand	0.2%	0.2%	-2.9%	10.0%
Austria	0.2%	0.2%	-3.1%	-16.0%
Portugal	0.2%	0.1%	1.6%	-2.5%
Total EAFE Countries	**100.0%**	**67.0%**	**-1.1%**	**-1.3%**
Canada		7.0%	0.5%	3.0%
Total Developed Countries		**74.0%**	**-0.9%**	**-1.0%**
China		8.3%	-4.7%	-3.9%
Korea		3.2%	-4.5%	-13.8%
Taiwan		3.0%	5.2%	-0.2%
India		2.3%	-5.2%	4.7%
Brazil		2.0%	-4.6%	25.4%
South Africa		1.2%	-12.6%	-6.4%
Russia		1.0%	-1.4%	18.0%
Thailand		0.8%	-6.0%	-0.9%
Saudi Arabia		0.7%	-9.5%	4.0%
Mexico		0.7%	-1.7%	-14.8%
Indonesia		0.5%	-5.2%	11.9%
Malaysia		0.5%	-6.3%	-10.4%
Philippines		0.3%	-4.6%	13.1%
Poland		0.3%	-12.1%	-12.2%
Qatar		0.3%	-0.2%	5.0%
Chile		0.3%	-7.3%	-16.8%
United Arab Emirates		0.2%	-0.2%	-0.3%
Turkey		0.2%	11.7%	16.5%
Colombia		0.1%	-6.1%	-7.3%
Peru		0.1%	-9.3%	-4.0%
Greece		0.1%	-3.1%	6.8%
Hungary		0.1%	-3.9%	3.4%
Argentina		0.1%	-46.8%	-32.3%
Czech Republic		0.0%	-10.1%	-12.6%
Egypt		0.0%	7.4%	21.5%
Pakistan		0.0%	1.1%	-32.7%
Total Emerging Countries		**26.0%**	**-4.2%**	**-2.0%**
Total ACWIxUS Countries		**100.0%**	**-1.8%**	**-1.2%**

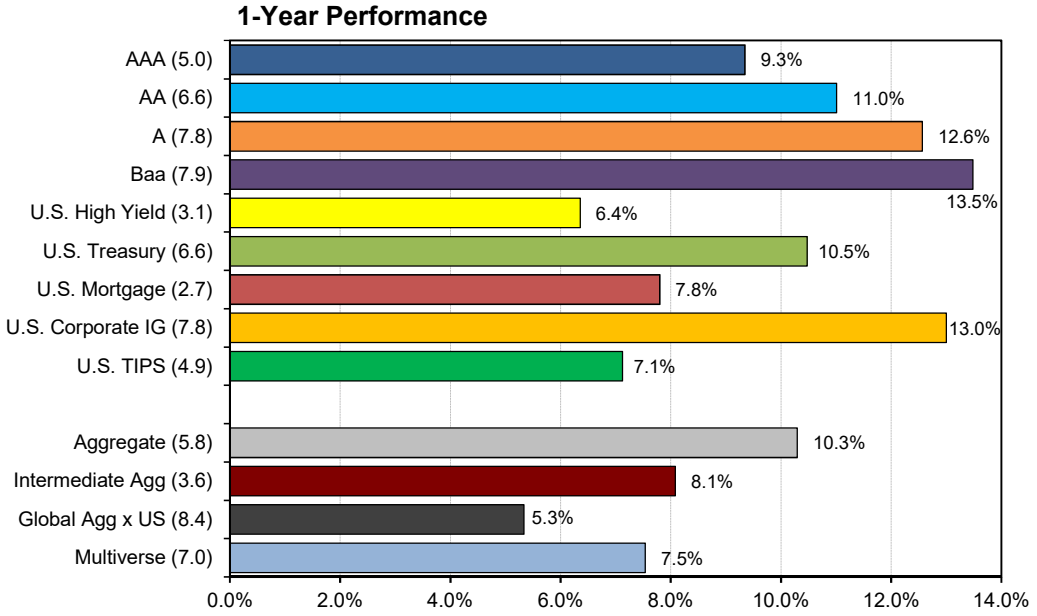
Source: Morningstar Direct, MSCI Global Index Monitor (Returns are Net in USD)
As a result of the GICS classification changes on 9/28/2018 and certain associated reporting limitations, sector performance represents backward looking performance for the prior year of each sector's current constituency, post creation of the Communicatio Services sector.

- Broad fixed income benchmarks continued their trend of 2019 gains during the 3rd quarter. Interest rates fell across the US Treasury Yield Curve through the quarter as the Fed continued to shift toward an easing of monetary policy in an attempt to combat slowing economic data. The Fed cut short-term interest rates twice during the period following their July and September meetings. In addition, it ended its balance sheet reduction plan in September which represents a further easing of monetary policy. After its September meeting, the Fed issued a statement commenting that future changes to monetary policy are not on a preset course and will be evaluated as the Fed receives new information on the state of the economy, but that Fed officials "will continue to monitor the implications of incoming information for the economic outlook and will act as appropriate to sustain the expansion." The Fed response provided market support in a quarter where we saw the formal inversion of the yield curve. Treasury yields on 2-year issues briefly surpassed the yield on 10-year issues in August. This inversion of the yield curve has historically preceded a recession within the next 6-24 months. However, the magnitude of the inversion was mild and short in duration with rates on the 10-year Treasury rising above the yield of the 2-year by early September. The bellwether Bloomberg Barclays US Aggregate Index posted positive returns for both the 3rd quarter and the 1-year period, returning 2.3% and 10.3% respectively.

- Within investment grade credit, lower quality issues outperformed higher quality issues during the quarter. Lower quality issues benefitted from their higher durations as interest rates fell during the quarter. On an absolute basis, without negating the duration differences in the sub-indices, Baa rated credit was the best performing investment grade credit quality segment returning 3.3% for the quarter, while AAA was the worst performing, returning 2.0%. High yield issues returned 1.3% for the quarter as these issues did not commensurately benefit from the drop in interest rates due to their relatively low durations. Returns over the 1-year period show lower quality securities outperforming higher quality issues with Baa rated issues returning 13.5% versus a 9.3% return for AAA securities.

- Investment grade corporates outperformed the more defensive Treasury and mortgage backed sectors of the Bloomberg Barclays US Aggregate Index's three broad sectors during the 3rd quarter. Investment grade corporate credit returned 3.0%, as they benefitted from their higher sensitivity to interest rates, low credit spreads and high investor demand for yield. When viewed over the 1-year period, corporate credit outperformed both Treasuries and mortgage backed securities. Corporate issues returned 13.0% versus a 7.8% return for mortgages and 10.5% gain on Treasury securities.





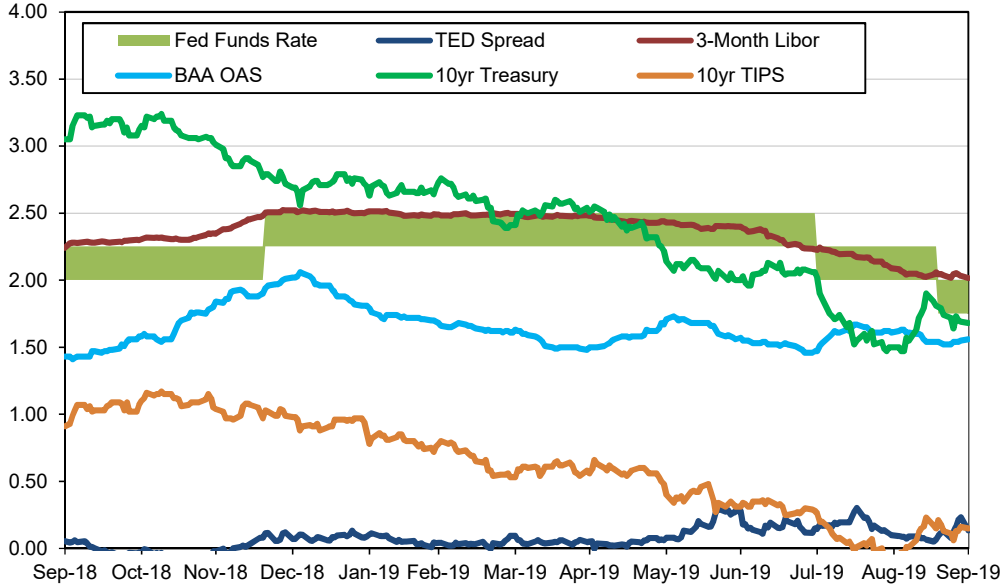
Source: Bloomberg

- Global fixed income returns underperformed their domestic counterparts during the 3rd quarter. These indices have lower, or in some cases (Germany, Japan), negative yields, but have higher durations. Given their higher durations, these issues would be expected to perform relatively well during periods of falling rates, however, the returns of these indices are also significantly influenced by fluctuations in their currency denomination relative to the USD. As mentioned, the USD appreciated against most other developed currencies during the quarter, acting as a headwind to global bond indices. The return on global bonds, as represented by the Bloomberg Barclays Global Aggregate ex US Index, was -0.6%. Global bonds also trailed over the 1-year period with the Global Aggregate ex US Index returning 5.3% versus a 10.3% return on the domestically focused Bloomberg Barclays Aggregate Index. As global growth has shown signs of stalling, several international central banks have started to step back from more restrictive postures. The ECB and the PBoC have moved toward an easing of monetary policy and implemented various stimulus programs designed to support their respective economies. The Bank of England and the Bank of Japan made no major policy changes during the quarter as they continue to review macroeconomic data within their respective countries.

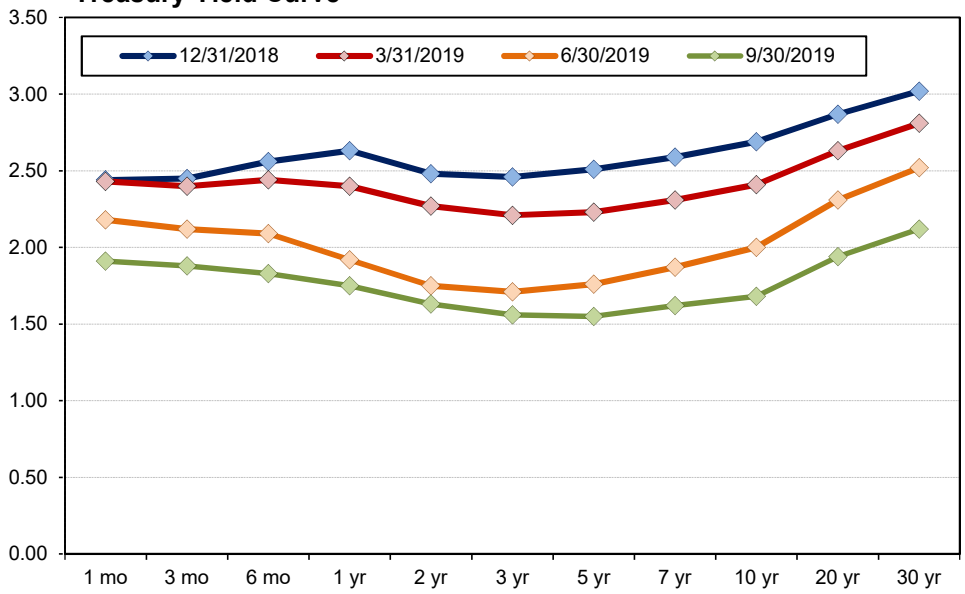
- Much of the index performance detailed in the bar graphs on the previous page is visible on a time series basis by reviewing the line graphs to the right. The '1-Year Trailing Market Rates' chart illustrates that over the last year, the 10-year Treasury yield (green line) fell from high's greater than 3.0%, to yields below 1.5% before ending the quarter at 1.68%. The blue line illustrates changes in the BAA OAS (Option Adjusted Spread). This measure quantifies the additional yield premium that investors require to purchase and hold non-Treasury issues. This line illustrates an abrupt increase in credit spreads during the 4th quarter of 2018 as investors moved to higher quality assets during the quarter's risk-off environment. Subsequently, spreads declined steadily, remaining somewhat range bound with increases in May and August. There was little change through the quarter with spreads tightening by about 1 basis point. Spread tightening is equivalent to an interest rate decrease on corporate bonds, which produces an additional tailwind for corporate bond index returns. The green band across the graph illustrates the decrease in the Federal Funds Rate due to the recent easing in US monetary policy. The rate cuts in July and September have pushed the Fed Funds Rate to 1-year lows.

- The lower graph provides a snapshot of the US Treasury yield curve at the end of each of the last four calendar quarters. The downward shift in interest rates as well as a general flattening of the yield curve are clearly visible over the last quarter. As mentioned, the yield curve continues to invert as yields on shorter- and middle-term maturities fell less than interest rates at the long-end of the curve.

1-Year Trailing Market Rates

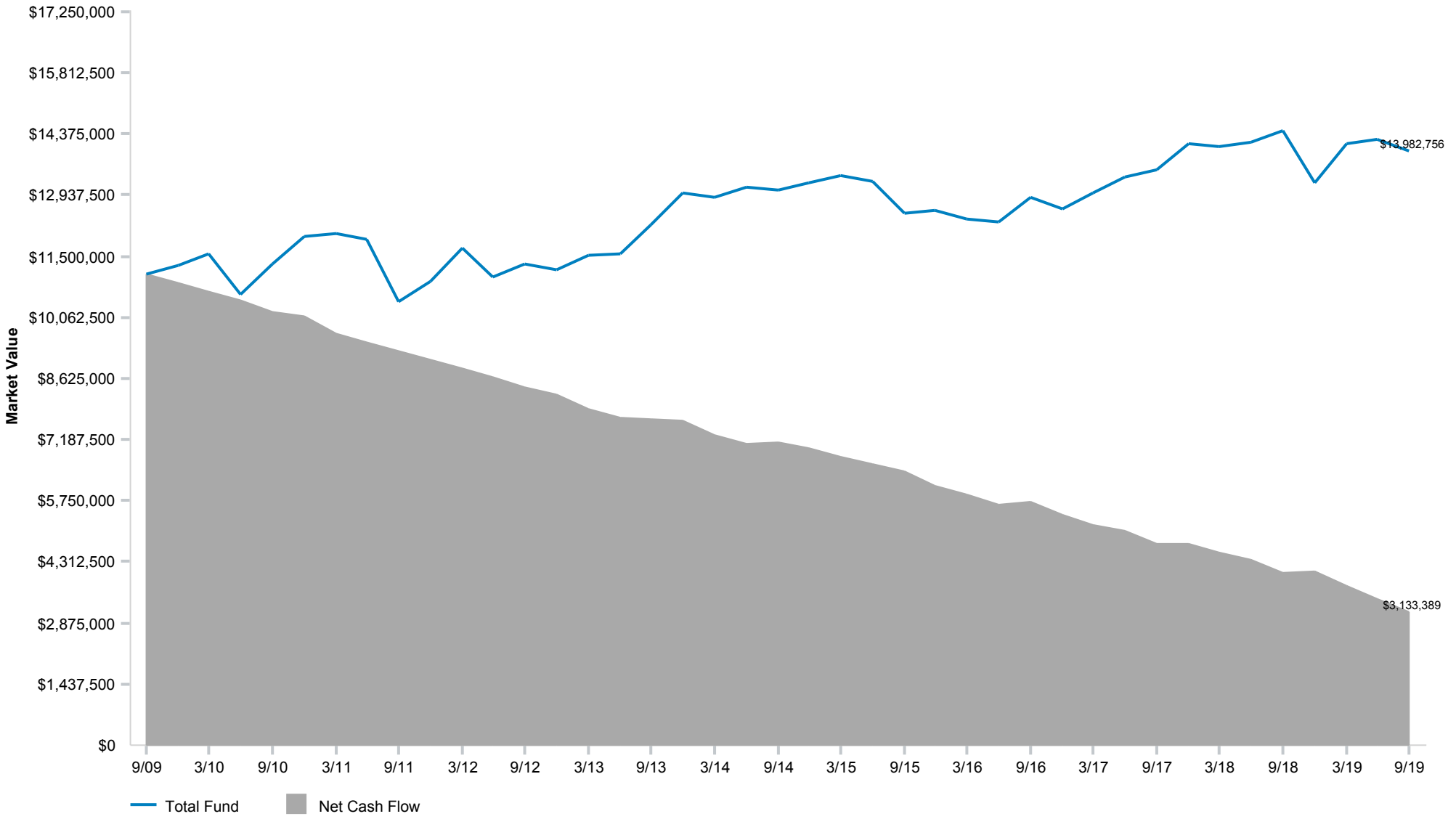


Treasury Yield Curve



Source: US Department of Treasury, FRED (Federal Reserve of St. Louis)

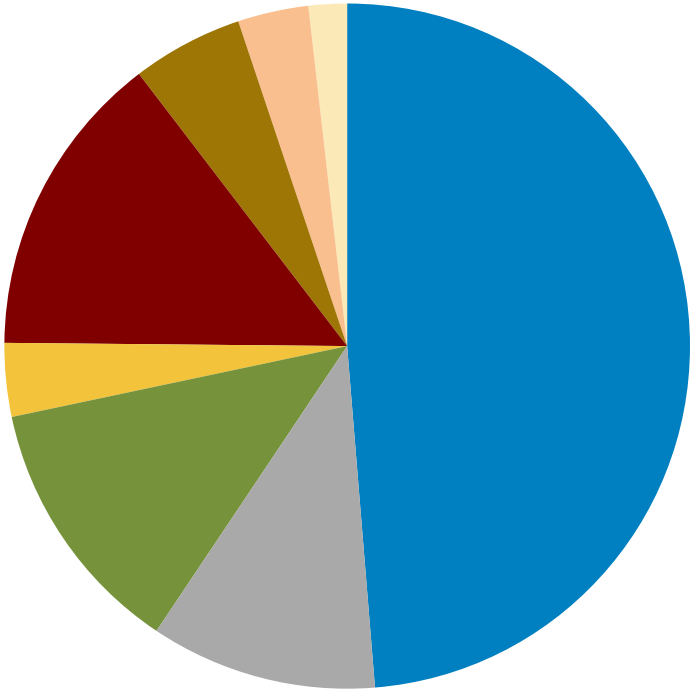
Schedule of Investable Assets



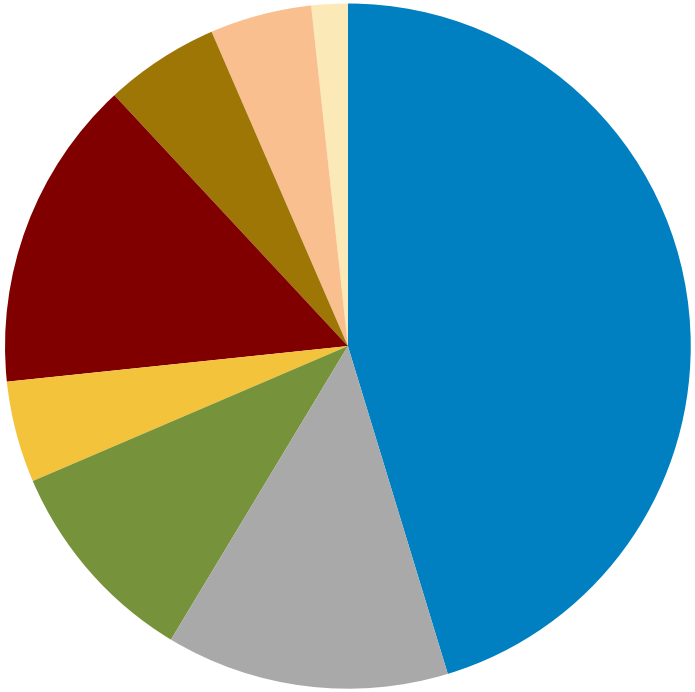
Schedule of Investable Assets

Periods Ending	Beginning Market Value $	Net Cash Flow $	Gain/Loss $	Ending Market Value $	%Return
10 YR	11,091,591	-7,958,202	10,849,367	13,982,756	9.18

Asset Allocation By Segment as of June 30, 2019 : $14,255,501

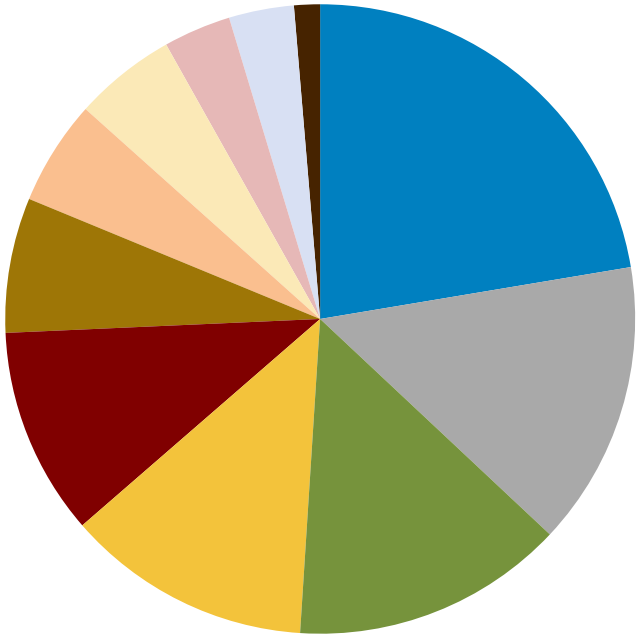


Asset Allocation By Segment as of September 30, 2019 : $13,982,756

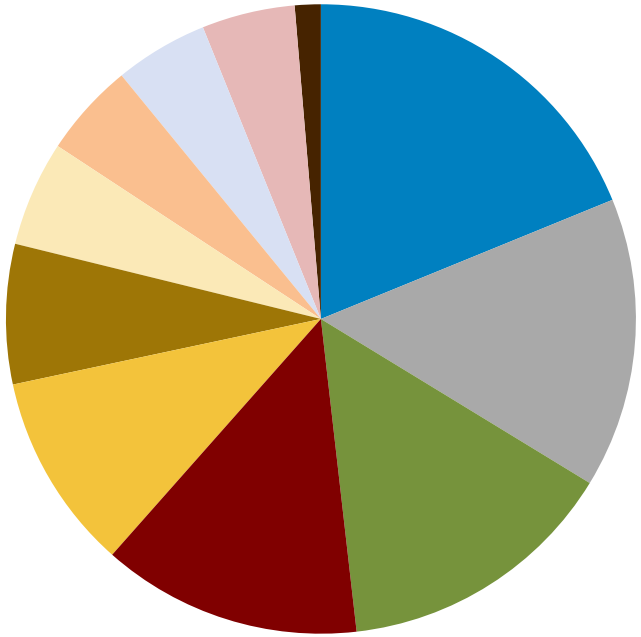


Allocation			Allocation		
Segments	**Market Value**	**Allocation**	**Segments**	**Market Value**	**Allocation**
Domestic Equity	6,943,246	48.7	Domestic Equity	6,333,942	45.3
International Equity	1,522,012	10.7	International Equity	1,864,329	13.3
Domestic Fixed Income	1,753,691	12.3	Domestic Fixed Income	1,388,304	9.9
Global Fixed Income	494,108	3.5	Global Fixed Income	669,073	4.8
Real Estate	2,061,172	14.5	Real Estate	2,059,932	14.7
Alternative Investment	747,569	5.2	Alternative Investment	757,080	5.4
Real Return	475,165	3.3	Real Return	670,455	4.8
Cash Equivalent	258,538	1.8	Cash Equivalent	239,641	1.7

Asset Allocation By Manager as of June 30, 2019 : $14,255,501



Asset Allocation By Manager as of September 30, 2019 : $13,982,756



Allocation	Market Value	Allocation
Winslow Large Cap Growth Fund	3,187,885	22.4
American Core Realty Fund	2,086,328	14.6
Legg Mason Dynamic Large Cap Value (LMBGX)	1,998,702	14.0
Agincourt Capital Management, Inc.	1,796,682	12.6
American EuroPacific Growth Fund (RERGX)	1,522,012	10.7
Vanguard 500 Index (VFIAX)	988,109	6.9
Wells Fargo Special Small Cap Value (ESPRX)	768,551	5.4
Blackrock Multi-Asset Income Fund (BIICX)	747,569	5.2
Templeton Global Bond Fund (TGBAX)	494,108	3.5
PIMCO All Asset (PAAIX)	475,165	3.3
Receipt and Disbursement	190,391	1.3

Allocation	Market Value	Allocation
Winslow Large Cap Growth Fund	2,631,100	18.8
American Core Realty Fund	2,085,100	14.9
Legg Mason Dynamic Large Cap Value (LMBGX)	2,022,762	14.5
American EuroPacific Growth Fund (RERGX)	1,864,329	13.3
Agincourt Capital Management, Inc.	1,416,533	10.1
Vanguard 500 Index (VFIAX)	1,004,818	7.2
Blackrock Multi-Asset Income Fund (BIICX)	757,080	5.4
Wells Fargo Special Small Cap Value (ESPRX)	675,262	4.8
PIMCO All Asset (PAAIX)	670,455	4.8
Templeton Global Bond Fund (TGBAX)	669,073	4.8
Receipt and Disbursement	186,244	1.3

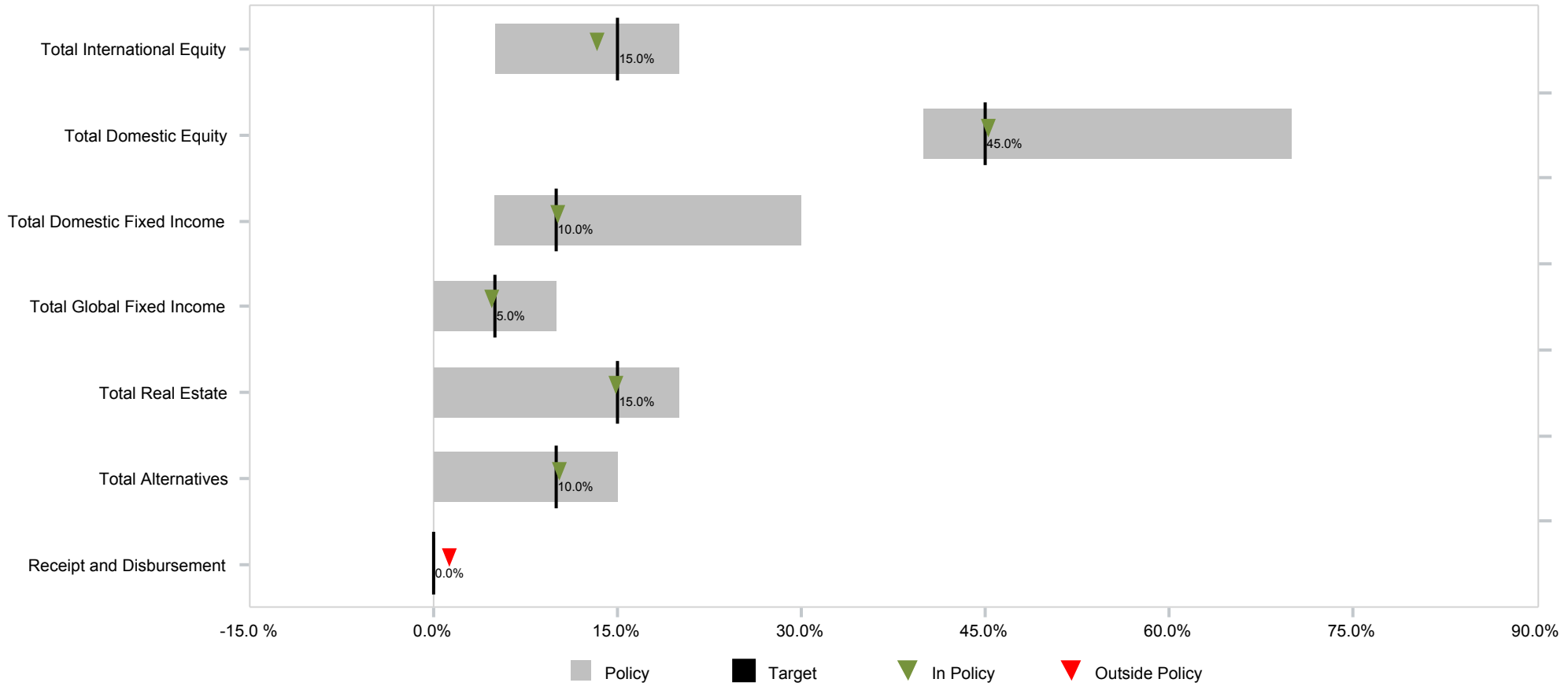
Asset Allocation Attributes

	Sep-2018		Dec-2018		Mar-2019		Jun-2019		Sep-2019	
	($)	%	($)	%	($)	%	($)	%	($)	%
Total Equity	**8,745,577**	**60.54**	**7,386,880**	**55.85**	**8,469,125**	**59.85**	**8,465,258**	**59.38**	**8,198,270**	**58.63**
Total Domestic Equity	**7,264,717**	**50.29**	**6,092,515**	**46.07**	**7,003,866**	**49.49**	**6,943,246**	**48.71**	**6,333,942**	**45.30**
Dalton, Greiner, Hartman, Maher & Co.	-	0.00	-	0.00	-	0.00	-	0.00	-	0.00
Legg Mason Dynamic Large Cap Value (LMBGX)	2,022,575	14.00	1,742,634	13.18	1,957,456	13.83	1,998,702	14.02	2,022,762	14.47
Vanguard 500 Index (VFIAX)	1,363,191	9.44	1,108,296	8.38	1,259,533	8.90	988,109	6.93	1,004,818	7.19
Wells Fargo Special Small Cap Value (ESPRX)	800,525	5.54	652,836	4.94	741,445	5.24	768,551	5.39	675,262	4.83
Winslow Large Cap Growth Fund	3,078,427	21.31	2,588,749	19.57	3,045,433	21.52	3,187,885	22.36	2,631,100	18.82
Total International Equity	**1,480,860**	**10.25**	**1,294,365**	**9.79**	**1,465,260**	**10.35**	**1,522,012**	**10.68**	**1,864,329**	**13.33**
American EuroPacific Growth Fund (RERGX)	1,480,860	10.25	1,294,365	9.79	1,465,260	10.35	1,522,012	10.68	1,864,329	13.33
Total Fixed Income	**2,158,094**	**14.94**	**2,190,813**	**16.56**	**2,245,107**	**15.87**	**2,290,790**	**16.07**	**2,085,607**	**14.92**
Total Domestic Fixed Income	**1,685,368**	**11.67**	**1,709,984**	**12.93**	**1,754,759**	**12.40**	**1,796,682**	**12.60**	**1,416,533**	**10.13**
Agincourt Capital Management, Inc.	1,685,368	11.67	1,709,984	12.93	1,754,759	12.40	1,796,682	12.60	1,416,533	10.13
Total Global Fixed Income	**472,726**	**3.27**	**480,829**	**3.64**	**490,348**	**3.47**	**494,108**	**3.47**	**669,073**	**4.78**
Templeton Global Bond Fund (TGBAX)	472,726	3.27	480,829	3.64	490,348	3.47	494,108	3.47	669,073	4.78
PIMCO All Asset (PAAIX)	**453,995**	**3.14**	**439,115**	**3.32**	**462,763**	**3.27**	**475,165**	**3.33**	**670,455**	**4.79**
Westwood Income Opportunity Fund (WHGIX)	**717,772**	**4.97**	**672,487**	**5.08**	**-**	**0.00**	**-**	**0.00**	**-**	**0.00**
Blackrock Multi-Asset Income Fund (BIICX)	**-**	**0.00**	**-**	**0.00**	**728,152**	**5.15**	**747,569**	**5.24**	**757,080**	**5.41**
American Core Realty Fund	**2,071,589**	**14.34**	**2,080,718**	**15.73**	**2,085,719**	**14.74**	**2,086,328**	**14.64**	**2,085,100**	**14.91**
Receipt and Disbursement	**299,744**	**2.07**	**455,559**	**3.44**	**159,915**	**1.13**	**190,391**	**1.34**	**186,244**	**1.33**
Total Fund	**14,446,770**	**100.00**	**13,225,572**	**100.00**	**14,150,782**	**100.00**	**14,255,501**	**100.00**	**13,982,756**	**100.00**

Asset Allocation Compliance

	Asset Allocation $	Current Allocation (%)	Minimum Allocation (%)	Target Allocation (%)	Maximum Allocation (%)	Target Rebal. ($)	Differences (%)
Total Fund	13,982,756	100.0		100.0		-	0.0
Total International Equity	1,864,329	13.3	5.0	15.0	20.0	233,085	-1.7
Total Domestic Equity	6,333,942	45.3	40.0	45.0	70.0	-41,702	0.3
Total Domestic Fixed Income	1,416,533	10.1	5.0	10.0	30.0	-18,258	0.1
Total Global Fixed Income	669,073	4.8	0.0	5.0	10.0	30,065	-0.2
Total Real Estate	2,085,100	14.9	0.0	15.0	20.0	12,314	-0.1
Total Alternatives	1,427,535	10.2	0.0	10.0	15.0	-29,259	0.2
Receipt and Disbursement	186,244	1.3	0.0	0.0	0.0	-186,244	1.3

Allocation Summary



Financial Reconciliation Quarter to Date

	Market Value 07/01/2019	Net Transfers	Contributions	Distributions	Management Fees	Other Expenses	Income	Apprec./ Deprec.	Market Value 09/30/2019
Total Equity	**8,465,258**	**-270,000**	**-**	**-**	**-**	**-**	**4,743**	**-1,730**	**8,198,270**
Total Domestic Equity	**6,943,246**	**-650,000**	**-**	**-**	**-**	**-**	**4,743**	**35,953**	**6,333,942**
Winslow Large Cap Growth Fund	3,187,885	-550,000	-	-	-	-	-	-6,784	2,631,100
Legg Mason Dynamic Large Cap Value (LMBGX)	1,998,702	-	-	-	-	-	-	24,060	2,022,762
Vanguard 500 Index (VFIAX)	988,109	-	-	-	-	-	4,743	11,967	1,004,818
Wells Fargo Special Small Cap Value (ESPRX)	768,551	-100,000	-	-	-	-	-	6,710	675,262
Total International Equity	**1,522,012**	**380,000**	**-**	**-**	**-**	**-**	**-**	**-37,683**	**1,864,329**
American EuroPacific Growth Fund (RERGX)	1,522,012	380,000	-	-	-	-	-	-37,683	1,864,329
Total Fixed Income	**2,290,790**	**-200,000**	**-**	**-**	**-1,123**	**-313**	**20,763**	**-24,511**	**2,085,607**
Total Domestic Fixed Income	**1,796,682**	**-400,000**	**-**	**-**	**-1,123**	**-313**	**11,561**	**9,725**	**1,416,533**
Agincourt Capital Management, Inc.	1,796,682	-400,000	-	-	-1,123	-313	11,561	9,725	1,416,533
Total Global Fixed Income	**494,108**	**200,000**	**-**	**-**	**-**	**-**	**9,201**	**-34,236**	**669,073**
Templeton Global Bond Fund (TGBAX)	494,108	200,000	-	-	-	-	9,201	-34,236	669,073
PIMCO All Asset (PAAIX)	**475,165**	**200,000**	**-**	**-**	**-**	**-**	**5,774**	**-10,484**	**670,455**
Blackrock Multi-Asset Income Fund (BIICX)	**747,569**	**-**	**-**	**-**	**-**	**-**	**9,510**	**-**	**757,080**
American Core Realty Fund	**2,086,328**	**-25,156**	**-**	**-**	**-5,750**	**-**	**30,918**	**-1,240**	**2,085,100**
Receipt and Disbursement	**190,391**	**295,156**	**970**	**-283,780**	**-**	**-17,131**	**622**	**16**	**186,244**
Total Fund	**14,255,501**	**-**	**970**	**-283,780**	**-6,873**	**-17,444**	**72,330**	**-37,948**	**13,982,756**

Financial Reconciliation Fiscal Year to Date

	Market Value 10/01/2018	Net Transfers	Contributions	Distributions	Management Fees	Other Expenses	Income	Apprec./ Deprec.	Market Value 09/30/2019
Total Equity	**8,745,577**	**-663,000**	**-**	**-**	**-**	**-**	**296,974**	**-181,280**	**8,198,270**
Total Domestic Equity	**7,264,717**	**-1,043,000**	**-**	**-**	**-**	**-**	**256,347**	**-144,122**	**6,333,942**
Winslow Large Cap Growth Fund	3,078,427	-550,000	-	-	-	-	-	102,673	2,631,100
Vanguard 500 Index (VFIAX)	1,363,191	-393,000	-	-	-	-	22,850	11,777	1,004,818
Legg Mason Dynamic Large Cap Value (LMBGX)	2,022,575	-	-	-	-	-	183,099	-182,912	2,022,762
Wells Fargo Special Small Cap Value (ESPRX)	800,525	-100,000	-	-	-	-	50,398	-75,661	675,262
Total International Equity	**1,480,860**	**380,000**	**-**	**-**	**-**	**-**	**40,627**	**-37,158**	**1,864,329**
American EuroPacific Growth Fund (RERGX)	1,480,860	380,000	-	-	-	-	40,627	-37,158	1,864,329
Total Fixed Income	**2,158,094**	**-200,000**	**137**	**-660**	**-4,342**	**-1,208**	**95,005**	**38,580**	**2,085,607**
Total Domestic Fixed Income	**1,685,368**	**-400,000**	**137**	**-660**	**-4,342**	**-1,208**	**55,332**	**81,906**	**1,416,533**
Agincourt Capital Management, Inc.	1,685,368	-400,000	137	-660	-4,342	-1,208	55,332	81,906	1,416,533
Total Global Fixed Income	**472,726**	**200,000**	**-**	**-**	**-**	**-**	**39,673**	**-43,326**	**669,073**
Templeton Global Bond Fund (TGBAX)	472,726	200,000	-	-	-	-	39,673	-43,326	669,073
PIMCO All Asset (PAAIX)	**453,995**	**200,000**	**-**	**-**	**-**	**-**	**23,869**	**-7,408**	**670,455**
Westwood Income Opportunity Fund (WHGIX)	**717,772**	**-718,306**	**-**	**-**	**-**	**-**	**32,796**	**-32,261**	**-**
Blackrock Multi-Asset Income Fund (BIICX)	**-**	**718,306**	**-**	**-**	**-**	**-**	**21,717**	**17,056**	**757,080**
American Core Realty Fund	**2,071,589**	**-99,980**	**-**	**-**	**-22,993**	**-**	**123,362**	**13,121**	**2,085,100**
Receipt and Disbursement	**299,744**	**762,980**	**684,848**	**-1,478,684**	**-**	**-86,646**	**3,986**	**16**	**186,244**
Total Fund	**14,446,770**	**-**	**684,986**	**-1,479,344**	**-27,334**	**-87,854**	**597,708**	**-152,176**	**13,982,756**

Comparative Performance Trailing Returns

	QTR	FYTD	1 YR	3 YR	5 YR	Inception	Inception Date
Total Fund (Net)	**0.20**	**3.11**	**3.11**	**9.33**	**7.42**	**7.11**	**04/01/2004**
Total Fund Policy	0.76	4.36	4.36	8.57	7.25	6.93	
Total Fund (Gross)	**0.25 (86)**	**3.31 (70)**	**3.31 (70)**	**9.55 (5)**	**7.70 (5)**	**7.50 (3)**	**04/01/2004**
Total Fund Policy	0.76 (54)	4.36 (37)	4.36 (37)	8.57 (22)	7.25 (11)	6.93 (24)	
All Public Plans-Total Fund Median	0.80	4.01	4.01	7.84	6.27	6.48	
Total Equity	**0.05**	**1.57**	**1.57**	**12.67**	**9.39**	**8.45**	**04/01/2004**
Total Equity Policy	0.45	2.04	2.04	11.37	8.70	7.87	
Total Domestic Equity	**0.64 (50)**	**1.91 (36)**	**1.91 (36)**	**13.92 (8)**	**10.47 (17)**	**8.72 (31)**	**04/01/2004**
Total Domestic Equity Policy	1.16 (38)	2.92 (29)	2.92 (29)	12.83 (19)	10.44 (17)	8.75 (30)	
IM U.S. Core Equity (SA+CF+MF) Median	0.64	-0.28	-0.28	10.07	8.48	8.12	
Total Value Equity	**1.30 (42)**	**0.81 (48)**	**0.81 (48)**	**10.61 (44)**	**8.06 (55)**	**9.46 (34)**	**04/01/2008**
Russell 3000 Value Index	1.23 (43)	3.10 (43)	3.10 (43)	9.24 (62)	7.76 (56)	7.72 (82)	
IM U.S. All Cap Value Equity (SA+CF) Median	0.99	0.43	0.43	9.80	8.19	9.18	
Legg Mason Dynamic Large Cap Value (LMBGX)	1.20 (58)	0.01 (66)	0.01 (66)	10.59 (26)	N/A	10.76 (23)	06/01/2016
Russell 1000 Value Index	1.36 (53)	4.00 (30)	4.00 (30)	9.43 (56)	7.79 (32)	9.85 (48)	
IM U.S. Large Cap Value Equity (MF) Median	1.41	1.87	1.87	9.67	7.17	9.79	
Wells Fargo Special Small Cap Value (ESPRX)	0.77 (31)	-3.25 (1)	-3.25 (1)	8.36 (3)	N/A	9.73 (16)	06/01/2016
Russell 2000 Value Index	-0.57 (67)	-8.24 (20)	-8.24 (20)	6.54 (25)	7.17 (12)	8.70 (21)	
IM U.S. Small Cap Value Equity (MF) Median	0.31	-9.87	-9.87	5.09	4.99	7.20	
Vanguard 500 Index (VFIAX)	1.69 (40)	4.17 (40)	4.17 (40)	N/A	N/A	11.69 (26)	07/01/2017
S&P 500 Index	1.70 (39)	4.25 (39)	4.25 (39)	13.39 (24)	10.84 (16)	11.76 (25)	
IM U.S. Large Cap Core Equity (MF) Median	1.46	3.21	3.21	12.26	9.41	10.44	
Total Growth Equity	**-0.27 (69)**	**3.28 (59)**	**3.28 (59)**	**17.70 (27)**	**13.16 (43)**	**8.80 (91)**	**04/01/2004**
Russell 1000 Growth Index	1.49 (31)	3.71 (54)	3.71 (54)	16.89 (37)	13.39 (39)	9.81 (56)	
IM U.S. Large Cap Growth Equity (SA+CF) Median	0.74	3.90	3.90	16.14	12.77	9.91	
Winslow Large Cap Growth Fund	-0.27 (69)	3.28 (59)	3.28 (59)	17.70 (27)	13.16 (43)	13.73 (57)	04/01/2010
Russell 1000 Growth Index	1.49 (31)	3.71 (54)	3.71 (54)	16.89 (37)	13.39 (39)	14.31 (36)	
IM U.S. Large Cap Growth Equity (SA+CF) Median	0.74	3.90	3.90	16.14	12.77	13.88	
Total International Equity	**-1.55 (62)**	**1.19 (11)**	**1.19 (11)**	**7.38 (7)**	**5.02 (6)**	**6.99 (7)**	**04/01/2004**
Total International Equity Policy	-1.70 (69)	-0.72 (19)	-0.72 (19)	6.85 (11)	3.39 (25)	5.03 (32)	
IM International Multi-Cap Core Equity (MF) Median	-1.38	-2.72	-2.72	5.44	2.81	4.56	

Returns for periods greater than one year are annualized.
Fiscal year ends September 30th. Returns are expressed as percentages.
DGHM was liquidated on May 26, 2016.

	QTR	FYTD	1 YR	3 YR	5 YR	Inception	Inception Date
American EuroPacific Growth Fund (RERGX)	-1.55 (62)	1.19 (11)	1.19 (11)	7.39 (6)	5.02 (6)	6.99 (7)	04/01/2004
MSCI AC World ex USA	-1.70 (69)	-0.72 (19)	-0.72 (19)	6.85 (11)	3.39 (25)	5.95 (15)	
IM International Multi-Cap Core Equity (MF) Median	-1.38	-2.72	-2.72	5.44	2.81	4.56	
Total Fixed Income	**-0.16**	**6.20**	**6.20**	**2.76**	**2.59**	**4.26**	**04/01/2004**
Total Fixed Income Policy	1.38	8.08	8.08	2.39	2.74	3.68	
Total Domestic Fixed Income	**1.52 (25)**	**8.52 (15)**	**8.52 (15)**	**2.79 (35)**	**3.12 (26)**	**4.39 (13)**	**04/01/2004**
Total Domestic Fixed Income Policy	1.38 (58)	8.08 (44)	8.08 (44)	2.39 (88)	2.74 (74)	3.68 (79)	
IM U.S. Intermediate Duration (SA+CF) Median	1.42	7.99	7.99	2.68	2.93	3.93	
Agincourt Capital Management, Inc.	1.52 (25)	8.52 (15)	8.52 (15)	2.79 (35)	3.12 (26)	4.61 (25)	10/01/2008
Bloomberg Barclays Intermed Aggregate Index	1.38 (58)	8.08 (44)	8.08 (44)	2.39 (88)	2.74 (74)	3.74 (87)	
IM U.S. Intermediate Duration (SA+CF) Median	1.42	7.99	7.99	2.68	2.93	4.16	
Total Global Fixed Income	**-3.34 (100)**	**1.03 (100)**	**1.03 (100)**	**3.84 (13)**	**0.80 (96)**	**1.82 (78)**	**07/01/2013**
Total Global Fixed Income Policy	0.85 (52)	8.13 (39)	8.13 (39)	1.19 (86)	1.80 (61)	1.89 (76)	
IM Global Fixed Income (MF) Median	1.01	7.65	7.65	2.29	2.16	2.52	
Templeton Global Bond Fund (TGBAX)	-3.34 (100)	1.03 (100)	1.03 (100)	3.84 (13)	0.80 (96)	1.82 (78)	07/01/2013
FTSE World Government Bond Index	0.85 (52)	8.13 (39)	8.13 (39)	1.19 (86)	1.80 (61)	1.89 (76)	
IM Global Fixed Income (MF) Median	1.01	7.65	7.65	2.29	2.16	2.52	
Total Global Tactical Asset Allocation	**0.34 (64)**	**4.73 (31)**	**4.73 (31)**	**5.71 (35)**	**3.45 (59)**	**4.21 (62)**	**06/01/2013**
Blmbg. Barc. U.S. TIPS 1-10 Year	0.60 (55)	5.75 (23)	5.75 (23)	1.94 (93)	1.95 (83)	1.34 (92)	
IM Flexible Portfolio (MF) Median	0.72	2.58	2.58	5.02	3.91	4.67	
PIMCO All Asset (PAAIX)	-0.60 (83)	4.04 (37)	4.04 (37)	5.11 (49)	3.19 (66)	3.86 (75)	07/01/2013
Blmbg. Barc. U.S. TIPS 1-10 Year	0.60 (55)	5.75 (23)	5.75 (23)	1.94 (93)	1.95 (83)	1.81 (91)	
IM Flexible Portfolio (MF) Median	0.72	2.58	2.58	5.02	3.91	5.11	
Blackrock Multi-Asset Income Fund (BIICX)	1.27 (34)	N/A	N/A	N/A	N/A	N/A	03/01/2019
Total Blackrock Policy	1.43 (31)	6.40 (18)	6.40 (18)	6.70 (19)	5.46 (19)	6.85 (17)	
IM Flexible Portfolio (MF) Median	0.72	2.58	2.58	5.02	3.91	4.07	
American Core Realty Fund	**1.44 (81)**	**6.81 (60)**	**6.81 (60)**	**7.61 (78)**	**9.14 (84)**	**10.34 (84)**	**07/01/2011**
NCREIF Fund Index-Open End Diversified Core (EW)	1.38 (86)	6.16 (87)	6.16 (87)	7.59 (80)	9.59 (73)	10.68 (71)	
IM U.S. Open End Private Real Estate (SA+CF) Median	1.80	7.05	7.05	8.43	9.97	11.23	

Returns for periods greater than one year are annualized.
Fiscal year ends September 30th. Returns are expressed as percentages.
DGHM was liquidated on May 26, 2016.

Comparative Performance Fiscal Year Returns

	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014	Oct-2012 To Sep-2013	Oct-2011 To Sep-2012	Oct-2010 To Sep-2011	Oct-2009 To Sep-2010	Oct-2008 To Sep-2009
Total Fund (Net)	**11.69**	**13.49**	**8.70**	**0.68**	**10.89**	**15.14**	**16.65**	**-0.62**	**10.47**	**3.48**
Total Fund Policy	9.37	12.12	11.07	-0.17	10.51	13.11	18.16	0.58	9.46	3.05
Total Fund (Gross)	**11.90 (4)**	**13.72 (11)**	**9.05 (58)**	**1.05 (14)**	**11.23 (18)**	**15.58 (5)**	**17.06 (58)**	**-0.34 (51)**	**10.72 (17)**	**3.93 (26)**
Total Fund Policy	9.37 (22)	12.12 (39)	11.07 (8)	-0.17 (36)	10.51 (31)	13.11 (26)	18.16 (33)	0.58 (30)	9.46 (46)	3.05 (32)
All Public Plans-Total Fund Median	7.86	11.60	9.29	-0.63	9.51	11.70	17.46	-0.32	9.34	1.44
Total Equity	**17.53**	**19.80**	**10.86**	**-1.21**	**13.76**	**22.52**	**22.85**	**-2.67**	**12.33**	**-4.20**
Total Equity Policy	13.62	19.14	13.68	-3.37	14.53	20.52	26.34	-2.27	9.91	-4.54
Total Domestic Equity	**21.28 (5)**	**19.62 (31)**	**11.47 (65)**	**-0.16 (44)**	**15.46 (44)**	**23.63 (54)**	**24.05 (79)**	**0.11 (34)**	**13.80 (26)**	**-7.77 (67)**
Total Domestic Equity Policy	17.58 (21)	18.71 (43)	14.96 (28)	-0.49 (49)	17.76 (26)	21.60 (64)	30.20 (30)	0.55 (29)	10.96 (48)	-6.42 (56)
IM U.S. Core Equity (SA+CF+MF) Median	14.07	18.26	12.82	-0.64	14.37	24.27	28.19	-1.75	10.71	-5.73
Total Value Equity	**15.11 (19)**	**16.60 (63)**	**13.40 (53)**	**-3.98 (64)**	**14.48 (62)**	**25.91 (56)**	**21.78 (84)**	**-1.30 (53)**	**14.73 (23)**	**0.72 (30)**
Russell 3000 Value Index	9.46 (75)	15.53 (72)	16.38 (30)	-4.22 (66)	17.66 (25)	22.67 (73)	31.05 (20)	-2.22 (63)	9.15 (74)	-10.79 (94)
IM U.S. All Cap Value Equity (SA+CF) Median	11.91	17.71	14.43	-2.86	15.29	26.41	27.69	-1.20	11.36	-3.35
Dalton, Greiner, Hartman, Maher & Co.	N/A	N/A	N/A	-3.98 (64)	14.48 (62)	26.64 (48)	21.78 (84)	N/A	N/A	N/A
Russell 3000 Value Index	9.46 (75)	15.53 (72)	16.38 (30)	-4.22 (66)	17.66 (25)	22.67 (73)	31.05 (20)	-2.22 (63)	9.15 (74)	-10.79 (94)
IM U.S. All Cap Value Equity (SA+CF) Median	11.91	17.71	14.43	-2.86	15.29	26.41	27.69	-1.20	11.36	-3.35
Legg Mason Dynamic Large Cap Value (LMBGX)	14.51 (12)	18.09 (27)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Russell 1000 Value Index	9.45 (60)	15.12 (72)	16.19 (18)	-4.42 (41)	18.89 (19)	22.30 (52)	30.92 (15)	-1.89 (30)	8.90 (28)	-10.62 (81)
IM U.S. Large Cap Value Equity (MF) Median	10.42	16.75	12.50	-4.90	17.21	22.35	28.44	-3.39	6.90	-7.07
Wells Fargo Special Small Cap Value (ESPRX)	11.94 (24)	17.50 (65)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Russell 2000 Value Index	9.33 (43)	20.55 (36)	18.81 (23)	-1.60 (22)	4.13 (58)	27.04 (70)	32.63 (37)	-5.99 (67)	11.84 (60)	-12.61 (73)
IM U.S. Small Cap Value Equity (MF) Median	7.77	19.01	17.48	-4.14	4.75	28.92	29.02	-5.13	13.63	-7.90
Vanguard 500 Index (VFIAX)	17.84 (28)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
S&P 500 Index	17.91 (27)	18.61 (46)	15.43 (18)	-0.61 (30)	19.73 (18)	19.34 (60)	30.20 (23)	1.14 (24)	10.16 (24)	-6.91 (62)
IM U.S. Large Cap Core Equity (MF) Median	16.07	18.38	13.06	-1.61	17.39	19.95	27.93	-1.12	8.29	-5.59
Trusco Large Cap Value Equity	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12.39 (25)	-2.25 (22)
Russell 1000 Value Index	9.45 (77)	15.12 (75)	16.19 (26)	-4.42 (65)	18.89 (42)	22.30 (60)	30.92 (26)	-1.89 (62)	8.90 (56)	-10.62 (84)
IM U.S. Large Cap Value Equity (SA+CF) Median	11.72	17.89	13.33	-3.29	18.40	23.73	28.15	-0.98	9.32	-5.90
Ridgeworth MCV Fund (SMVTX)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18.42 (9)	10.75 (4)
Russell Midcap Index	13.98 (1)	15.32 (42)	14.25 (32)	-0.25 (19)	15.83 (25)	27.91 (49)	28.03 (53)	-0.88 (7)	17.54 (14)	-3.55 (44)
IM U.S. Mid Cap Value Equity (MF) Median	7.71	14.66	13.14	-2.25	14.15	27.76	28.22	-4.10	14.66	-3.95

Returns for periods greater than one year are annualized.Fiscal year ends September 30th.
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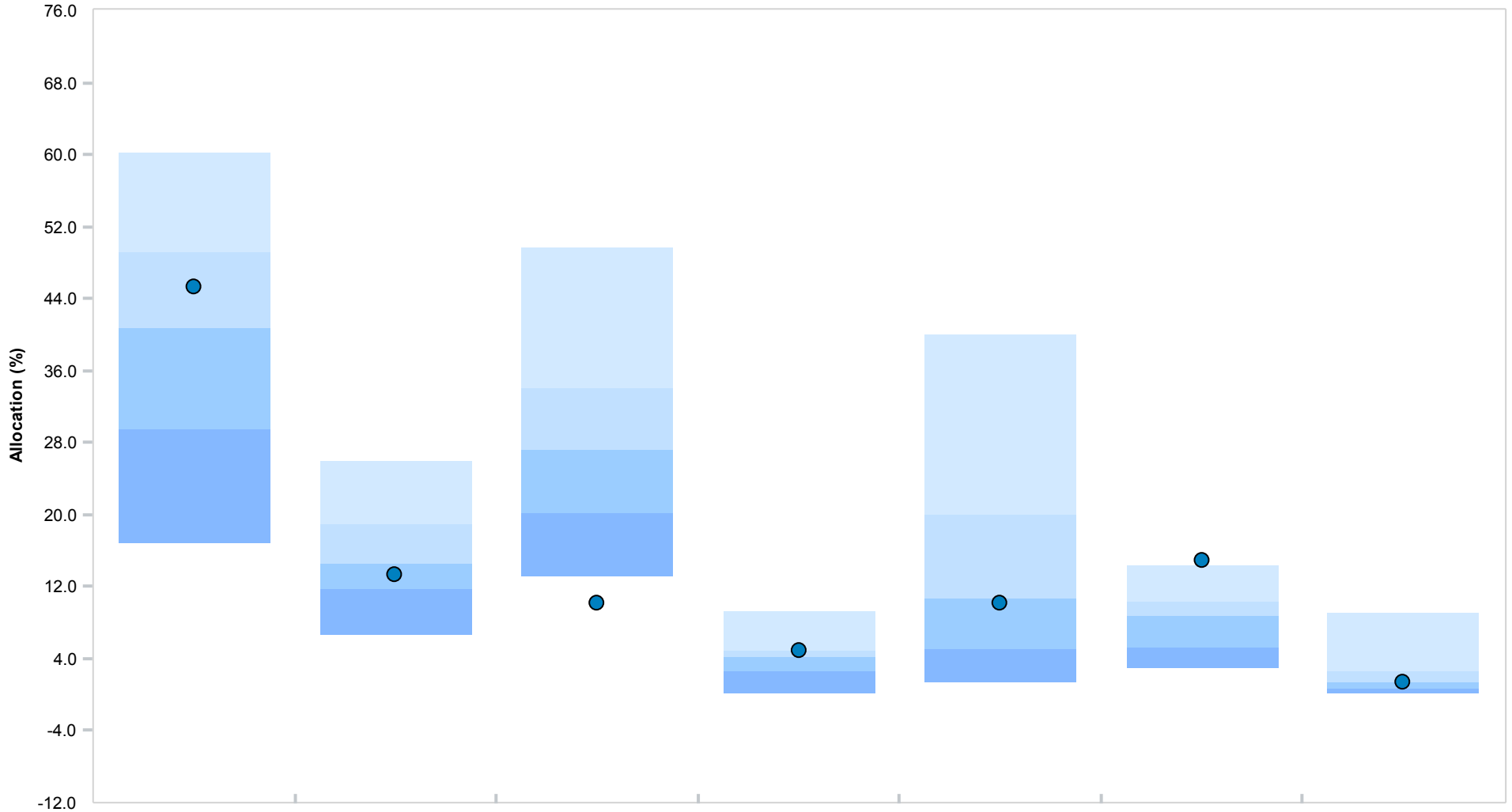
	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014	Oct-2012 To Sep-2013	Oct-2011 To Sep-2012	Oct-2010 To Sep-2011	Oct-2009 To Sep-2010	Oct-2008 To Sep-2009
Ridgeworth SCV Fund (SCETX)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	22.59 (2)	0.72 (22)
Russell 2000 Value Index	9.33 (43)	20.55 (36)	18.81 (23)	-1.60 (22)	4.13 (58)	27.04 (70)	32.63 (37)	-5.99 (67)	11.84 (60)	-12.61 (73)
IM U.S. Small Cap Value Equity (MF) Median	7.77	19.01	17.48	-4.14	4.75	28.92	29.02	-5.13	13.63	-7.90
Total Growth Equity	**30.61 (15)**	**20.89 (49)**	**10.07 (70)**	**3.37 (52)**	**16.71 (65)**	**21.52 (38)**	**26.17 (67)**	**1.33 (52)**	**12.70 (35)**	**-16.04 (98)**
Russell 1000 Growth Index	26.30 (36)	21.94 (37)	13.76 (23)	3.17 (54)	19.15 (40)	19.27 (64)	29.19 (39)	3.78 (30)	12.65 (36)	-1.85 (37)
IM U.S. Large Cap Growth Equity (SA+CF) Median	24.38	20.81	11.64	3.53	18.19	20.25	27.69	1.38	11.29	-3.00
Winslow Large Cap Growth Fund	30.61 (15)	20.89 (49)	10.07 (70)	3.37 (52)	16.71 (65)	21.52 (38)	26.17 (67)	1.33 (52)	N/A	N/A
Russell 1000 Growth Index	26.30 (36)	21.94 (37)	13.76 (23)	3.17 (54)	19.15 (40)	19.27 (64)	29.19 (39)	3.78 (30)	12.65 (36)	-1.85 (37)
IM U.S. Large Cap Growth Equity (SA+CF) Median	24.38	20.81	11.64	3.53	18.19	20.25	27.69	1.38	11.29	-3.00
Rigel Capital Equity	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	-16.04 (98)
Russell 1000 Growth Index	26.30 (36)	21.94 (37)	13.76 (23)	3.17 (54)	19.15 (40)	19.27 (64)	29.19 (39)	3.78 (30)	12.65 (36)	-1.85 (37)
IM U.S. Large Cap Growth Equity (SA+CF) Median	24.38	20.81	11.64	3.53	18.19	20.25	27.69	1.38	11.29	-3.00
Trusco Large Cap Growth	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Russell 1000 Growth Index	26.30 (36)	21.94 (37)	13.76 (23)	3.17 (54)	19.15 (40)	19.27 (64)	29.19 (39)	3.78 (30)	12.65 (36)	-1.85 (37)
IM U.S. Large Cap Growth Equity (SA+CF) Median	24.38	20.81	11.64	3.53	18.19	20.25	27.69	1.38	11.29	-3.00
Total International Equity	**1.47 (52)**	**20.60 (20)**	**8.52 (32)**	**-4.93 (20)**	**7.34 (11)**	**17.35 (73)**	**18.52 (17)**	**-12.34 (69)**	**7.56 (24)**	**8.77 (16)**
Total International Equity Policy	2.25 (31)	20.15 (26)	9.80 (15)	-11.78 (88)	5.22 (32)	16.98 (78)	15.04 (49)	-10.42 (34)	3.71 (59)	3.80 (34)
IM International Multi-Cap Core Equity (MF) Median	1.54	18.95	6.21	-8.02	4.34	21.03	14.97	-11.10	4.36	1.56
American EuroPacific Growth Fund (RERFX)	1.44 (53)	20.56 (21)	8.47 (33)	-4.97 (21)	6.93 (12)	18.22 (67)	18.39 (17)	-12.38 (70)	7.35 (26)	8.92 (15)
MSCI AC World ex USA	2.25 (31)	20.15 (26)	9.80 (15)	-11.78 (88)	5.22 (32)	16.98 (78)	15.04 (49)	-10.42 (34)	8.00 (22)	6.43 (21)
IM International Multi-Cap Core Equity (MF) Median	1.54	18.95	6.21	-8.02	4.34	21.03	14.97	-11.10	4.36	1.56

Returns for periods greater than one year are annualized.Fiscal year ends September 30th.
Returns are expressed as percentages. DGHM was terminated on May 36, 2016.

	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014	Oct-2012 To Sep-2013	Oct-2011 To Sep-2012	Oct-2010 To Sep-2011	Oct-2009 To Sep-2010	Oct-2008 To Sep-2009
Total Fixed Income	**-0.88**	**3.10**	**3.54**	**1.11**	**3.79**	**0.07**	**6.26**	**3.85**	**8.48**	**14.85**
Total Fixed Income Policy	-0.93	0.25	3.57	2.95	2.74	-0.71	4.31	4.22	7.52	11.93
Total Domestic Fixed Income	**-0.55 (65)**	**0.64 (57)**	**4.27 (28)**	**2.95 (32)**	**3.25 (32)**	**-0.12 (40)**	**6.26 (32)**	**3.85 (40)**	**8.48 (39)**	**14.85 (11)**
Total Domestic Fixed Income Policy	-0.93 (95)	0.25 (87)	3.57 (73)	2.95 (32)	2.74 (58)	-0.71 (77)	4.31 (84)	4.22 (23)	7.52 (77)	11.93 (43)
IM U.S. Intermediate Duration (SA+CF) Median	-0.38	0.70	3.90	2.70	2.88	-0.27	5.57	3.61	8.25	11.53
Agincourt Capital Management, Inc.	-0.55 (65)	0.64 (57)	4.27 (28)	2.95 (32)	3.25 (32)	-0.12 (40)	6.26 (32)	3.85 (40)	8.48 (39)	14.02 (14)
Bloomberg Barclays Intermed Aggregate Index	-0.93 (95)	0.25 (87)	3.57 (73)	2.95 (32)	2.74 (58)	-0.71 (77)	4.31 (84)	4.22 (23)	7.52 (77)	9.69 (81)
IM U.S. Intermediate Duration (SA+CF) Median	-0.38	0.70	3.90	2.70	2.88	-0.27	5.57	3.61	8.25	11.53
Total Global Fixed Income	**-2.08 (68)**	**13.19 (1)**	**0.68 (100)**	**-7.68 (93)**	**6.33 (11)**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
Total Global Fixed Income Policy	-1.54 (55)	-2.69 (94)	9.71 (20)	-3.83 (50)	-0.07 (96)	N/A	N/A	N/A	N/A	N/A
IM Global Fixed Income (MF) Median	-1.29	1.02	7.42	-3.85	3.37	-1.81	7.17	1.74	7.68	13.54
Templeton Global Bond Fund (TGBAX)	-2.08 (68)	13.19 (1)	0.68 (100)	-7.68 (93)	6.34 (11)	N/A	N/A	N/A	N/A	N/A
FTSE World Government Bond Index	-1.54 (55)	-2.69 (94)	9.71 (20)	-3.83 (50)	-0.07 (96)	-4.60 (82)	3.29 (96)	4.61 (8)	4.99 (88)	13.78 (49)
IM Global Fixed Income (MF) Median	-1.29	1.02	7.42	-3.85	3.37	-1.81	7.17	1.74	7.68	13.54
Total Global Tactical Asset Allocation	**3.58 (47)**	**8.88 (52)**	**10.84 (20)**	**-9.52 (89)**	**5.73 (72)**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
Blmbg. Barc. U.S. TIPS 1-10 Year	0.33 (85)	-0.14 (99)	4.83 (87)	-0.82 (18)	0.61 (96)	-3.90 (95)	6.32 (89)	7.19 (3)	7.40 (76)	4.02 (47)
IM Flexible Portfolio (MF) Median	3.38	9.02	8.55	-4.22	7.99	8.17	15.66	-0.87	9.52	3.22
PIMCO All Asset (PAAIX)	1.32 (75)	10.16 (41)	13.65 (8)	-11.34 (91)	5.16 (76)	N/A	N/A	N/A	N/A	N/A
Blmbg. Barc. U.S. TIPS 1-10 Year	0.33 (85)	-0.14 (99)	4.83 (87)	-0.82 (18)	0.61 (96)	-3.90 (95)	6.32 (89)	7.19 (3)	7.40 (76)	4.02 (47)
IM Flexible Portfolio (MF) Median	3.38	9.02	8.55	-4.22	7.99	8.17	15.66	-0.87	9.52	3.22
Westwood Income Opportunity Fund (WHGIX)	4.90 (36)	8.16 (60)	9.22 (40)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
WW Income Fund Index	4.98 (35)	4.09 (89)	10.57 (22)	2.49 (9)	9.86 (28)	4.83 (68)	17.02 (40)	3.28 (10)	12.99 (26)	-3.04 (90)
IM Flexible Portfolio (MF) Median	3.38	9.02	8.55	-4.22	7.99	8.17	15.66	-0.87	9.52	3.22
Blackrock Multi-Asset Income Fund (BIICX)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Blackrock Policy	4.93 (36)	8.80 (53)	8.47 (51)	-0.98 (19)	8.10 (49)	8.84 (46)	13.48 (64)	0.72 (35)	7.98 (72)	5.09 (41)
IM Flexible Portfolio (MF) Median	3.38	9.02	8.55	-4.22	7.99	8.17	15.66	-0.87	9.52	3.22
American Core Realty Fund	**8.50 (66)**	**7.52 (67)**	**9.04 (97)**	**13.98 (69)**	**12.49 (64)**	**12.27 (70)**	**11.56 (64)**	**N/A**	**N/A**	**N/A**
NCREIF Fund Index-Open End Diversified Core (EW)	8.82 (59)	7.81 (60)	10.62 (69)	14.71 (62)	12.39 (68)	12.47 (67)	11.77 (63)	18.03 (44)	6.14 (55)	-36.09 (54)
IM U.S. Open End Private Real Estate (SA+CF) Median	9.04	8.29	11.32	15.45	12.78	13.18	12.87	16.96	6.43	-35.32

Returns for periods greater than one year are annualized.Fiscal year ends September 30th.
Returns are expressed as percentages. DGHM was terminated on May 36, 2016.

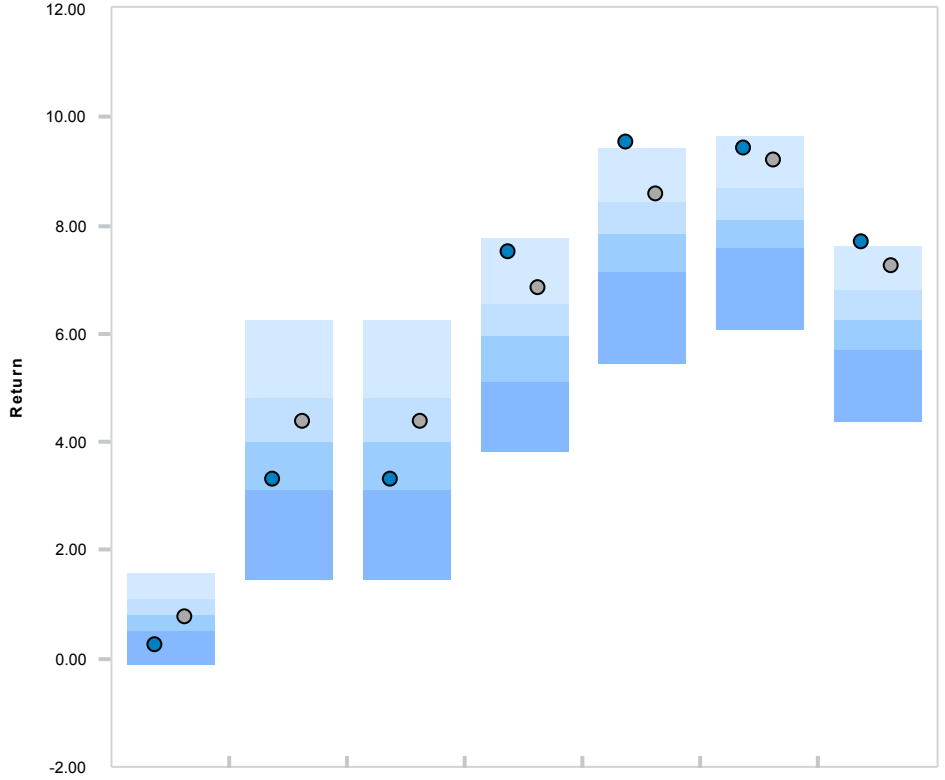
Plan Sponsor TF Asset Allocation vs. All Public Plans-Total Fund



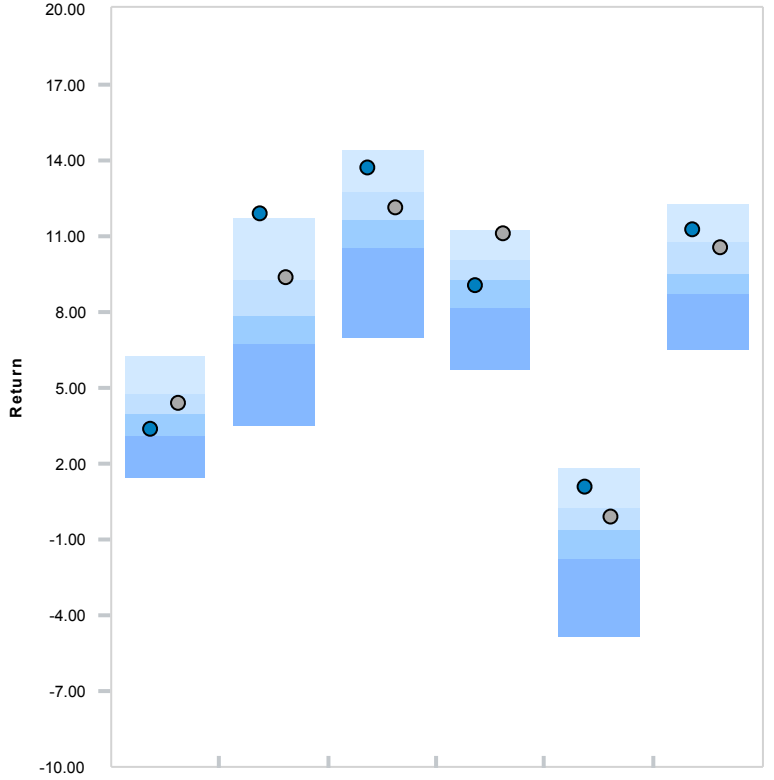
	US Equity	Intl. Equity	US Fixed Income	Intl. Fixed Income	Alternative Inv.	Real Estate	Cash
Total Fund	45.30 (39)	13.33 (62)	10.13 (98)	4.78 (29)	10.21 (52)	14.91 (5)	1.33 (52)
5th Percentile	60.12	25.91	49.74	9.31	39.97	14.37	9.16
1st Quartile	49.19	18.94	34.02	4.88	19.91	10.26	2.54
Median	40.70	14.46	27.25	4.14	10.69	8.81	1.38
3rd Quartile	29.54	11.72	20.22	2.62	5.02	5.26	0.60
95th Percentile	16.80	6.64	13.16	0.05	1.34	2.89	0.07

Parentheses contain percentile rankings.
Calculation based on <Periodicity> periodicity.

Plan Sponsor Peer Group Analysis - All Public Plans-Total Fund



	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
Total Fund (Gross)	0.25 (86)	3.31 (70)	3.31 (70)	7.52 (7)	9.55 (5)	9.42 (8)	7.70 (5)
Total Fund Policy	0.76 (54)	4.36 (37)	4.36 (37)	6.84 (19)	8.57 (22)	9.19 (13)	7.25 (11)
Median	0.80	4.01	4.01	5.96	7.84	8.11	6.27

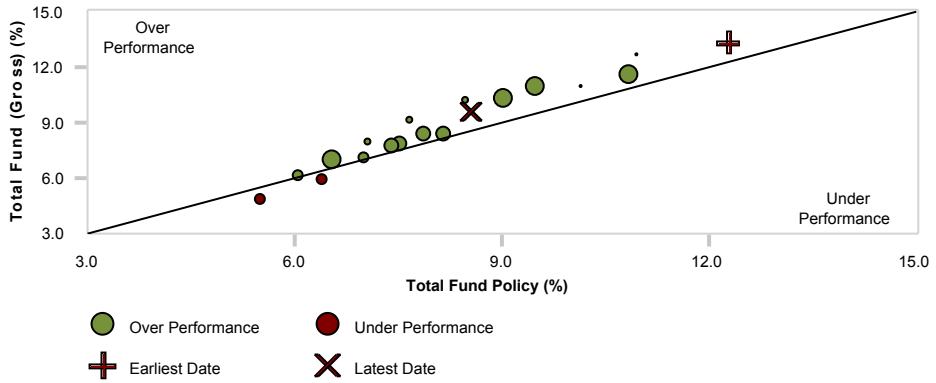


	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
Total Fund (Gross)	3.31 (70)	11.90 (4)	13.72 (11)	9.05 (58)	1.05 (14)	11.23 (18)
Total Fund Policy	4.36 (37)	9.37 (22)	12.12 (39)	11.07 (8)	-0.17 (36)	10.51 (31)
Median	4.01	7.86	11.60	9.29	-0.63	9.51

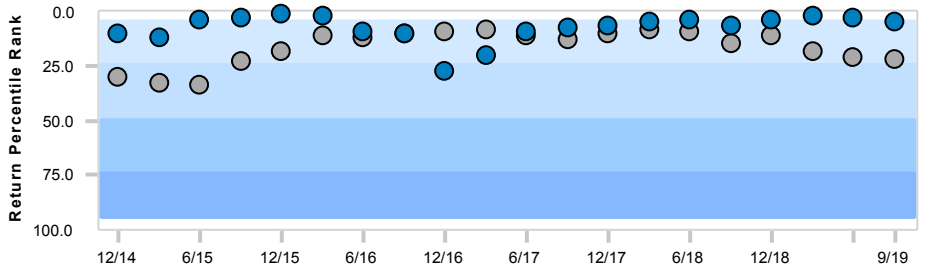
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
Total Fund (Gross)	3.08 (76)	9.60 (22)	-8.79 (69)	4.23 (10)	2.09 (14)	0.88 (3)
Total Fund Policy	3.25 (61)	8.97 (47)	-7.94 (42)	3.67 (24)	1.62 (31)	-0.19 (31)
All Public Plans-Total Fund Median	3.34	8.88	-8.28	3.26	1.22	-0.49

3 Yr Rolling Under/Over Performance - 5 Years

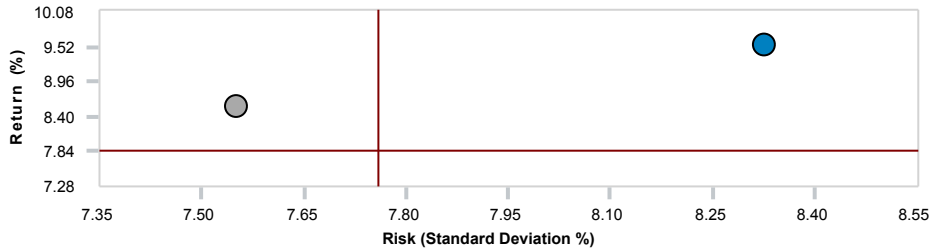


3 Yr Rolling Percentile Ranking - 5 Years



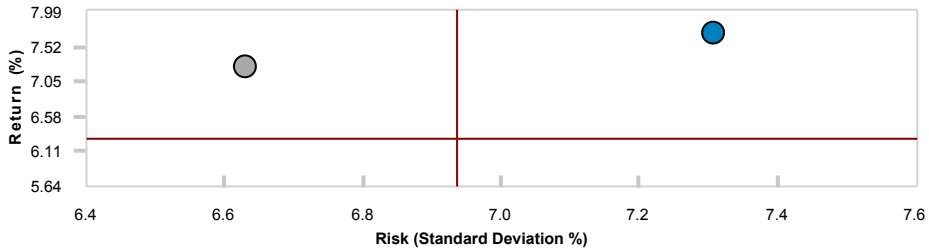
	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
Total Fund (Gross)	20	19 (95%)	1 (5%)	0 (0%)	0 (0%)
Total Fund Policy	20	17 (85%)	3 (15%)	0 (0%)	0 (0%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
Total Fund (Gross)	9.55	8.33
Total Fund Policy	8.57	7.55
Median	7.84	7.76

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
Total Fund (Gross)	7.70	7.31
Total Fund Policy	7.25	6.63
Median	6.27	6.94

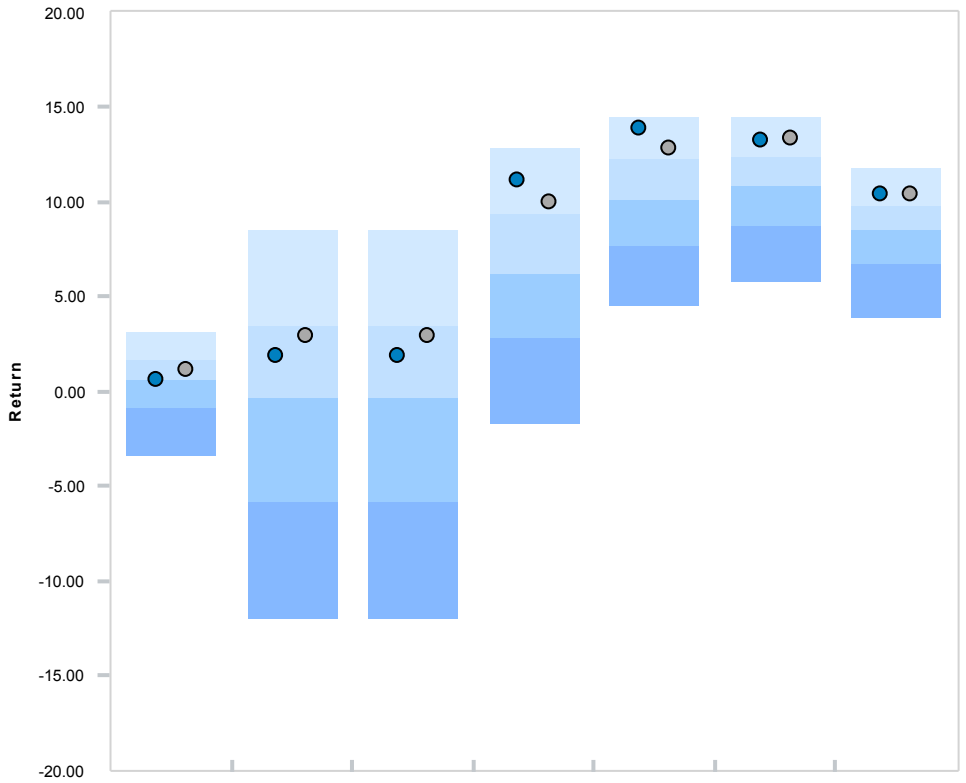
Historical Statistics - 3 Years

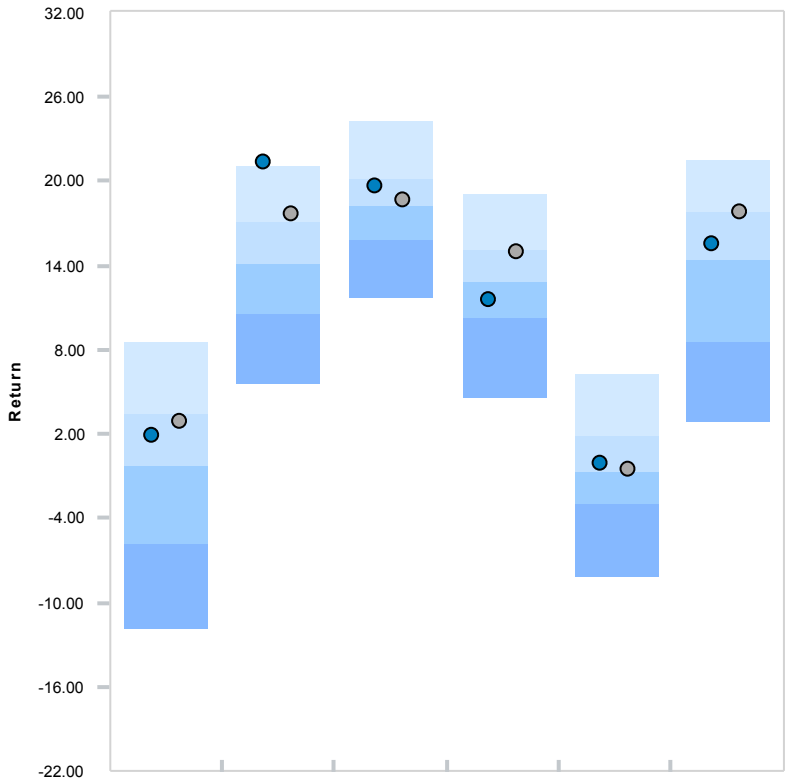
	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Total Fund (Gross)	1.34	108.03	97.24	0.19	0.74	0.96	1.09	5.07
Total Fund Policy	0.00	100.00	100.00	0.00	N/A	0.93	1.00	4.59

Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Total Fund (Gross)	1.47	104.43	98.55	-0.13	0.32	0.93	1.08	4.41
Total Fund Policy	0.00	100.00	100.00	0.00	N/A	0.95	1.00	4.07

Peer Group Analysis - IM U.S. Core Equity (SA+CF+MF)





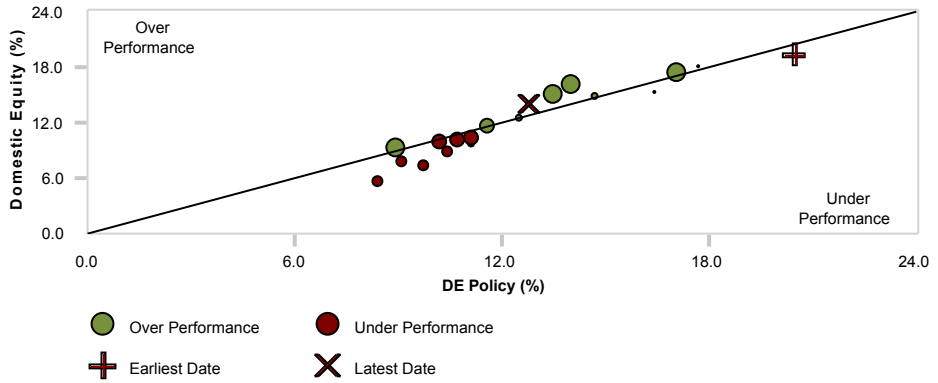
	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
Domestic Equity	0.64 (50)	1.91 (36)	1.91 (36)	11.17 (12)	13.92 (8)	13.30 (15)	10.47 (17)
DE Policy	1.16 (38)	2.92 (29)	2.92 (29)	10.00 (20)	12.83 (19)	13.36 (14)	10.44 (17)
Median	0.64	-0.28	-0.28	6.16	10.07	10.82	8.48

	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
Domestic Equity	1.91 (36)	21.28 (5)	19.62 (31)	11.47 (65)	-0.16 (44)	15.46 (44)
DE Policy	2.92 (29)	17.58 (21)	18.71 (43)	14.96 (28)	-0.49 (49)	17.76 (26)
Median	-0.28	14.07	18.26	12.82	-0.64	14.37

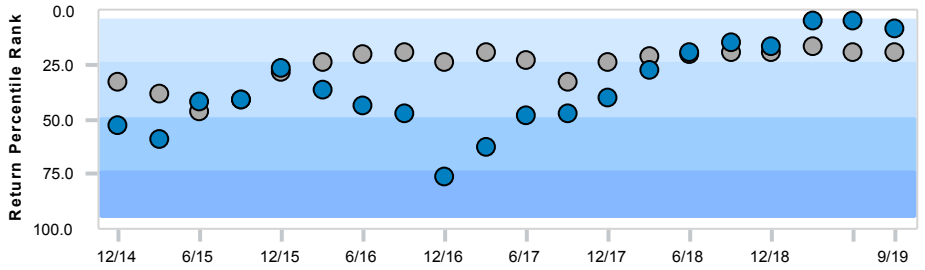
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
Domestic Equity	3.84 (44)	14.96 (21)	-15.17 (45)	7.36 (19)	4.45 (33)	1.32 (7)
DE Policy	4.10 (37)	14.04 (39)	-14.30 (35)	7.12 (23)	3.89 (41)	-0.64 (45)
IM U.S. Core Equity (SA+CF+MF) Median	3.55	13.47	-15.68	5.11	3.43	-0.79

3 Yr Rolling Under/Over Performance - 5 Years

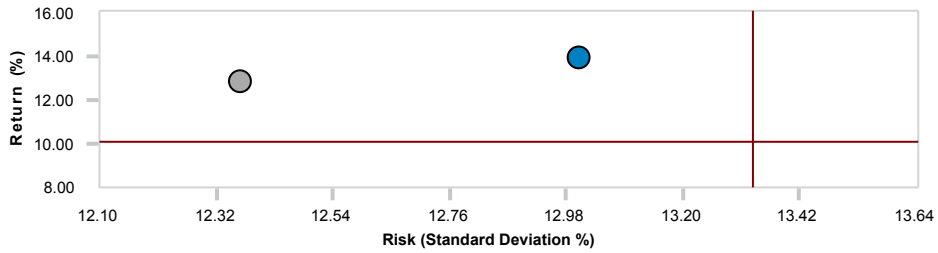


3 Yr Rolling Percentile Ranking - 5 Years



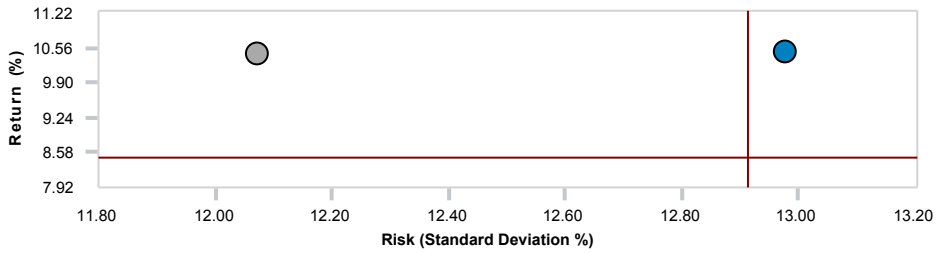
	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
Domestic Equity	20	6 (30%)	10 (50%)	3 (15%)	1 (5%)
DE Policy	20	14 (70%)	6 (30%)	0 (0%)	0 (0%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
Domestic Equity	13.92	13.00
DE Policy	12.83	12.37
Median	10.07	13.33

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
Domestic Equity	10.47	12.98
DE Policy	10.44	12.07
Median	8.48	12.91

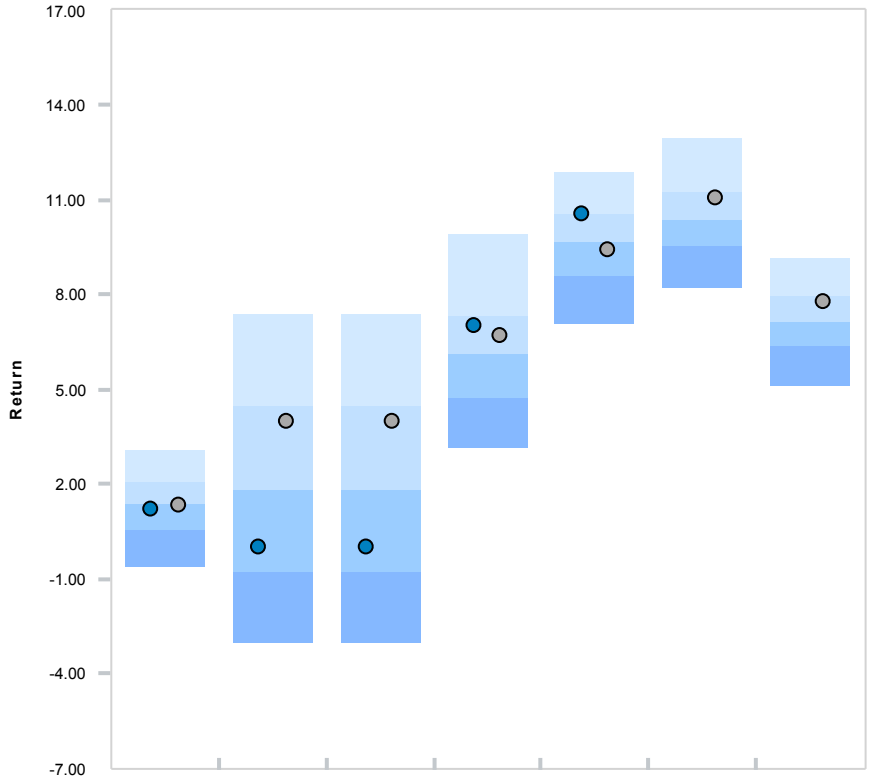
Historical Statistics - 3 Years

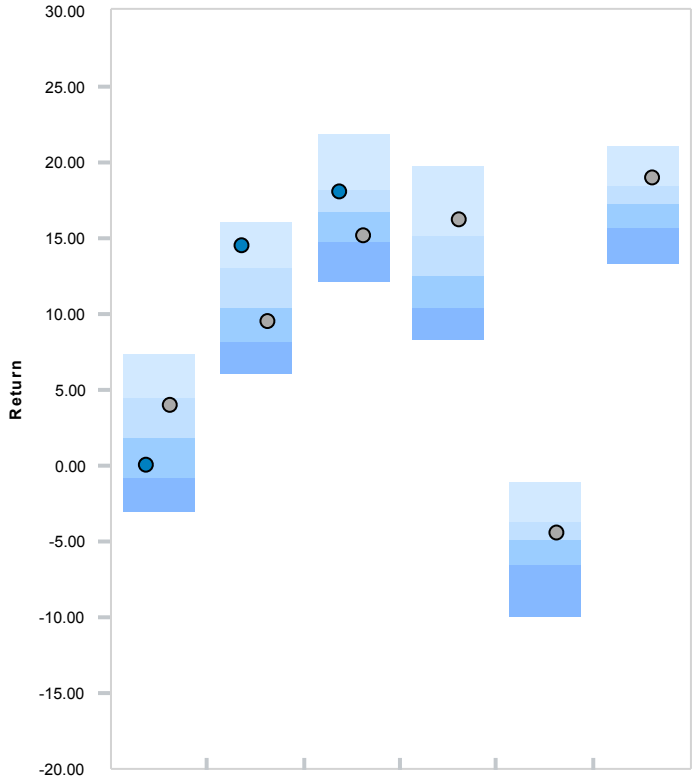
	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Domestic Equity	2.40	105.90	103.28	0.61	0.44	0.95	1.03	8.62
DE Policy	0.00	100.00	100.00	0.00	N/A	0.92	1.00	8.35

Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Domestic Equity	2.59	105.42	109.41	-0.44	0.05	0.76	1.05	8.36
DE Policy	0.00	100.00	100.00	0.00	N/A	0.81	1.00	7.77

Peer Group Analysis - IM U.S. Large Cap Value Equity (MF)





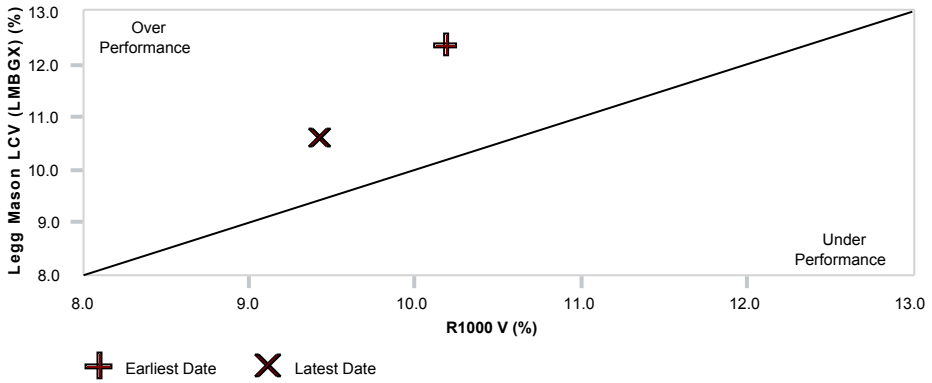
	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
Legg Mason LCV (LMBGX)	1.20 (58)	0.01 (66)	0.01 (66)	7.02 (32)	10.59 (26)	N/A	N/A
R1000 V	1.36 (53)	4.00 (30)	4.00 (30)	6.69 (39)	9.43 (56)	11.08 (30)	7.79 (32)
Median	1.41	1.87	1.87	6.12	9.67	10.35	7.17

	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
Legg Mason LCV (LMBGX)	0.01 (66)	14.51 (12)	18.09 (27)	N/A	N/A	N/A
R1000 V	4.00 (30)	9.45 (60)	15.12 (72)	16.19 (18)	-4.42 (41)	18.89 (19)
Median	1.87	10.42	16.75	12.50	-4.90	17.21

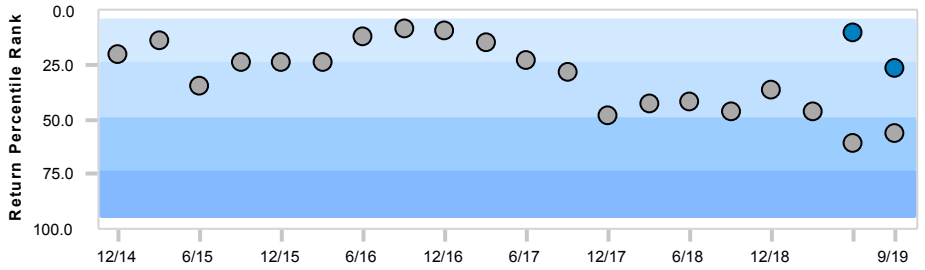
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
Legg Mason LCV (LMBGX)	2.11 (88)	12.33 (31)	-13.84 (69)	8.13 (4)	0.42 (72)	-2.91 (62)
R1000 V	3.84 (39)	11.93 (40)	-11.72 (29)	5.70 (57)	1.18 (59)	-2.83 (58)
IM U.S. Large Cap Value Equity (MF) Median	3.49	11.58	-12.92	5.95	1.38	-2.59

3 Yr Rolling Under/Over Performance - 5 Years

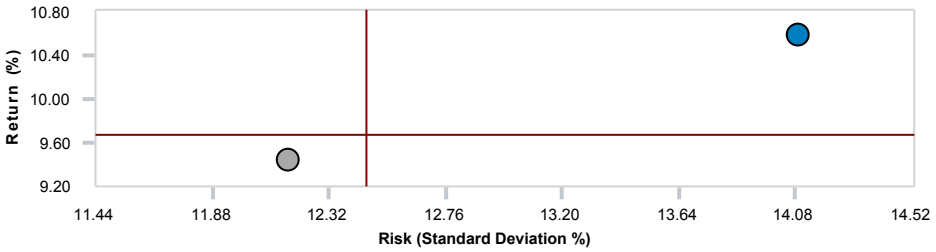


3 Yr Rolling Percentile Ranking - 5 Years



	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
Legg Mason LCV (LMBGX)	2	1 (50%)	1 (50%)	0 (0%)	0 (0%)
R1000 V	20	10 (50%)	8 (40%)	2 (10%)	0 (0%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
Legg Mason LCV (LMBGX)	10.59	14.09
R1000 V	9.43	12.17
Median	9.67	12.46

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
Legg Mason LCV (LMBGX)	N/A	N/A
R1000 V	7.79	11.82
Median	7.17	12.34

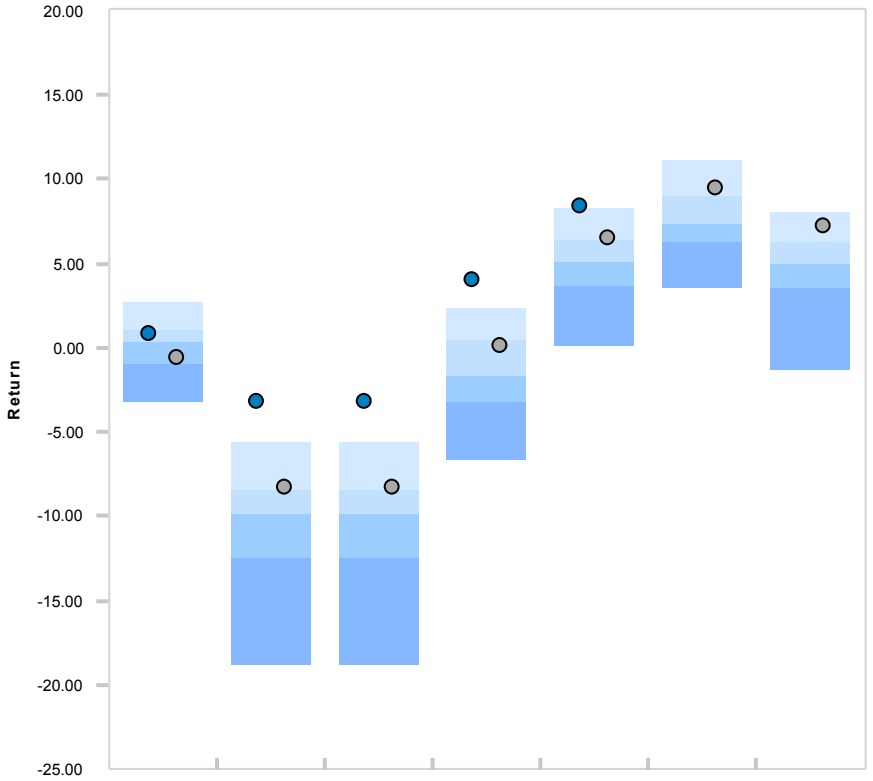
Historical Statistics - 3 Years

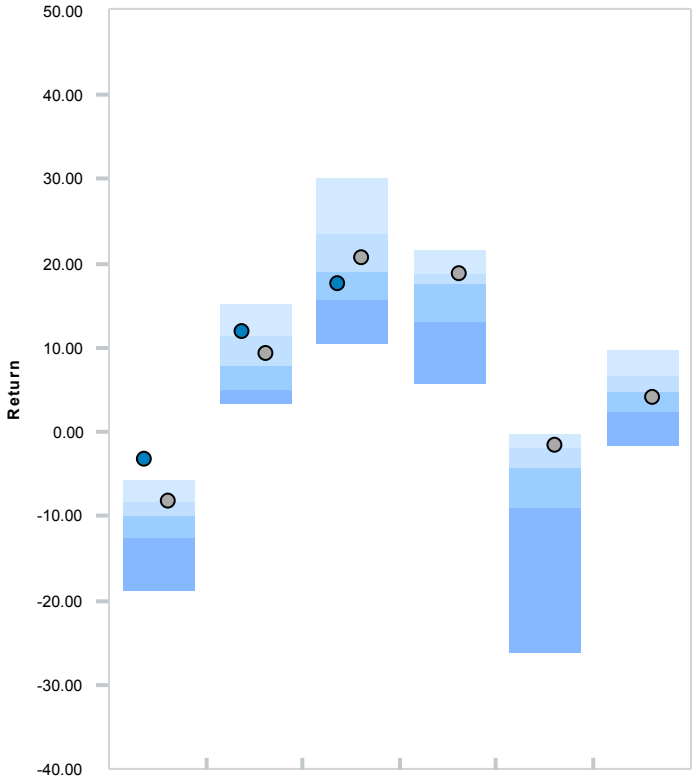
	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Legg Mason LCV (LMBGX)	3.88	111.94	110.69	0.15	0.34	0.68	1.12	9.41
R1000 V	0.00	100.00	100.00	0.00	N/A	0.68	1.00	8.16

Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Legg Mason LCV (LMBGX)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
R1000 V	0.00	100.00	100.00	0.00	N/A	0.61	1.00	7.71

Peer Group Analysis - IM U.S. Small Cap Value Equity (MF)





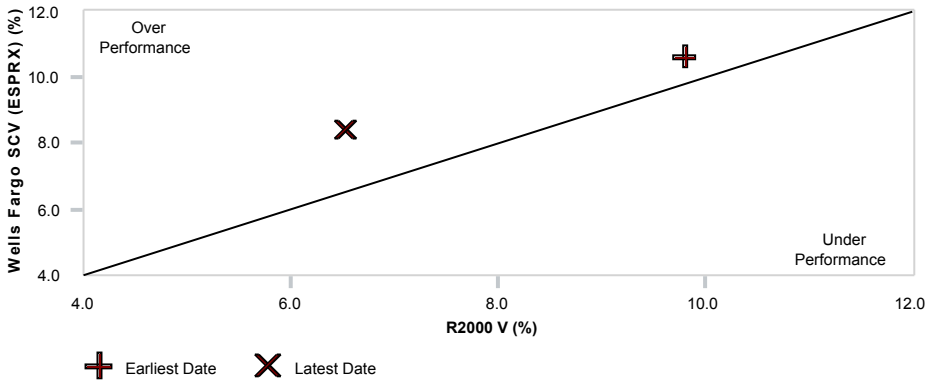
	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
Wells Fargo SCV (ESPRX)	0.77 (31)	-3.25 (1)	-3.25 (1)	4.07 (2)	8.36 (3)	N/A	N/A
R2000 V	-0.57 (67)	-8.24 (20)	-8.24 (20)	0.16 (27)	6.54 (25)	9.48 (21)	7.17 (12)
Median	0.31	-9.87	-9.87	-1.71	5.09	7.38	4.99

	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
Wells Fargo SCV (ESPRX)	-3.25 (1)	11.94 (24)	17.50 (65)	N/A	N/A	N/A
R2000 V	-8.24 (20)	9.33 (43)	20.55 (36)	18.81 (23)	-1.60 (22)	4.13 (58)
Median	-9.87	7.77	19.01	17.48	-4.14	4.75

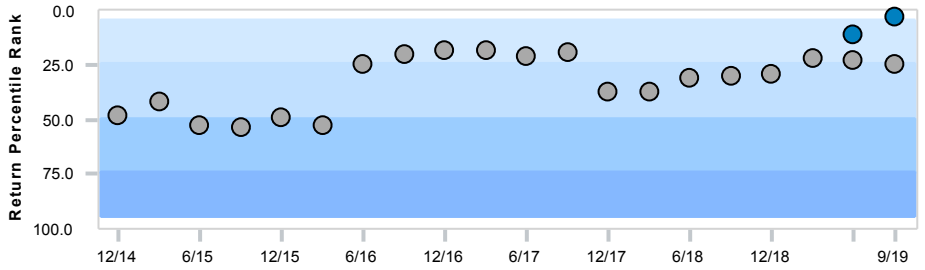
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
Wells Fargo SCV (ESPRX)	3.66 (4)	13.57 (17)	-18.45 (26)	2.57 (12)	4.82 (84)	-1.18 (17)
R2000 V	1.38 (12)	11.93 (59)	-18.67 (32)	1.60 (32)	8.30 (30)	-2.64 (50)
IM U.S. Small Cap Value Equity (MF) Median	0.00	12.21	-20.08	0.76	7.74	-2.71

3 Yr Rolling Under/Over Performance - 5 Years

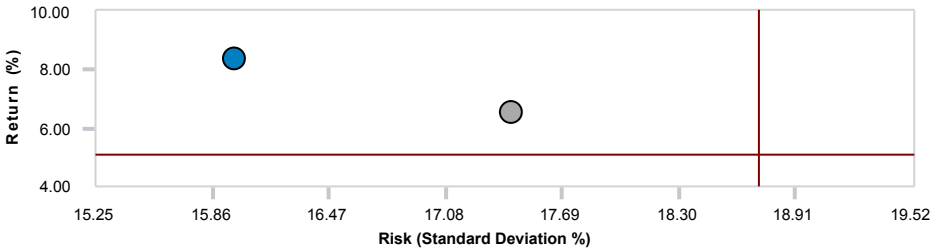


3 Yr Rolling Percentile Ranking - 5 Years



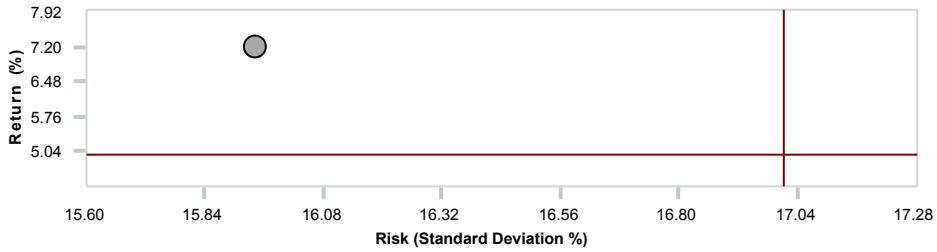
	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
Wells Fargo SCV (ESPRX)	2	2 (100%)	0 (0%)	0 (0%)	0 (0%)
R2000 V	20	9 (45%)	8 (40%)	3 (15%)	0 (0%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
Wells Fargo SCV (ESPRX)	8.36	15.98
R2000 V	6.54	17.43
Median	5.09	18.71

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
Wells Fargo SCV (ESPRX)	N/A	N/A
R2000 V	7.17	15.94
Median	4.99	17.01

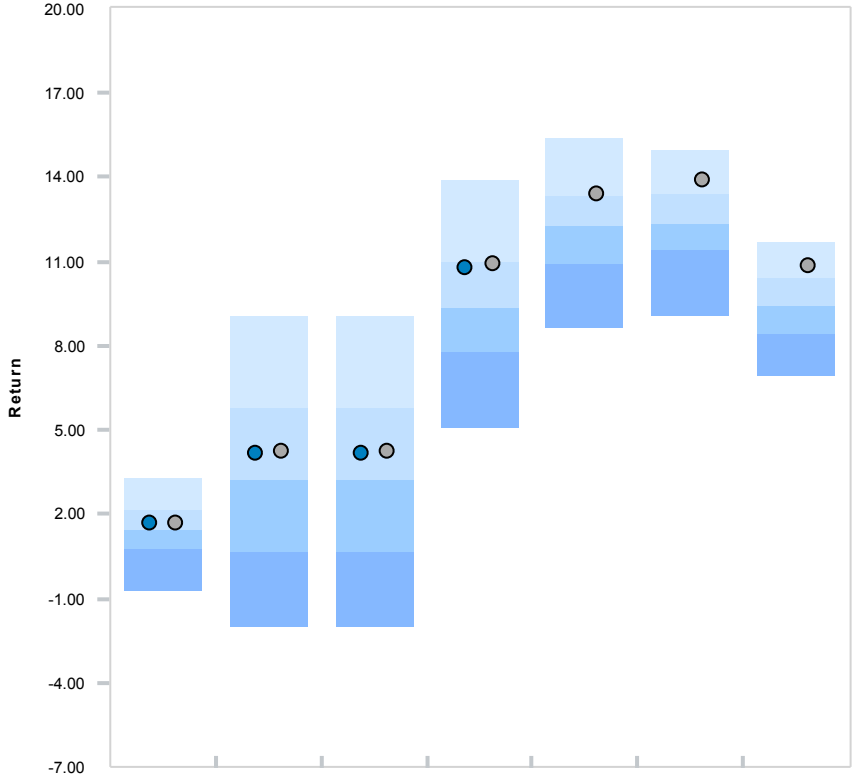
Historical Statistics - 3 Years

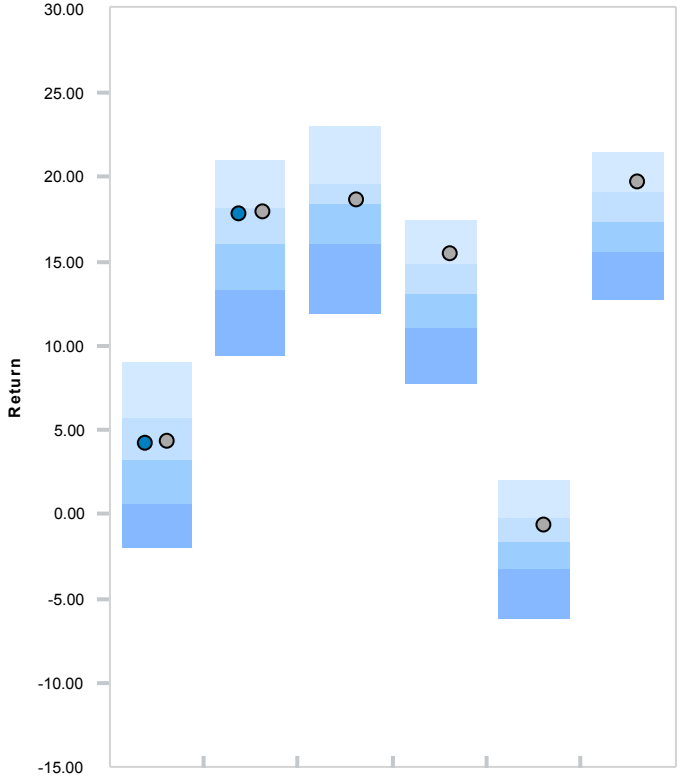
	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Wells Fargo SCV (ESPRX)	3.66	96.00	86.52	2.29	0.40	0.49	0.90	10.47
R2000 V	0.00	100.00	100.00	0.00	N/A	0.36	1.00	11.43

Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Wells Fargo SCV (ESPRX)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
R2000 V	0.00	100.00	100.00	0.00	N/A	0.45	1.00	10.31

Peer Group Analysis - IM U.S. Large Cap Core Equity (MF)





	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
Vanguard 500 Index (VFIAX)	1.69 (40)	4.17 (40)	4.17 (40)	10.79 (29)	N/A	N/A	N/A
S&P 500 Index	1.70 (39)	4.25 (39)	4.25 (39)	10.87 (28)	13.39 (24)	13.90 (14)	10.84 (16)
Median	1.46	3.21	3.21	9.36	12.26	12.36	9.41

	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
Vanguard 500 Index (VFIAX)	4.17 (40)	17.84 (28)	N/A	N/A	N/A	N/A
S&P 500 Index	4.25 (39)	17.91 (27)	18.61 (46)	15.43 (18)	-0.61 (30)	19.73 (18)
Median	3.21	16.07	18.38	13.06	-1.61	17.39

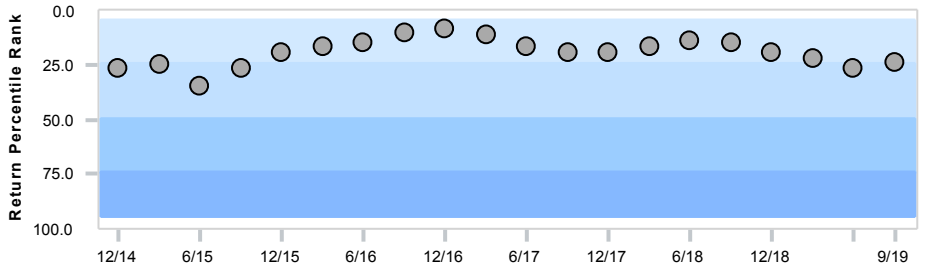
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
Vanguard 500 Index (VFIAX)	4.28 (45)	13.65 (31)	-13.56 (47)	7.67 (33)	3.42 (26)	-0.77 (45)
S&P 500 Index	4.30 (44)	13.65 (31)	-13.52 (46)	7.71 (32)	3.43 (26)	-0.76 (45)
IM U.S. Large Cap Core Equity (MF) Median	4.15	13.08	-13.74	7.28	2.78	-1.02

3 Yr Rolling Under/Over Performance - 5 Years

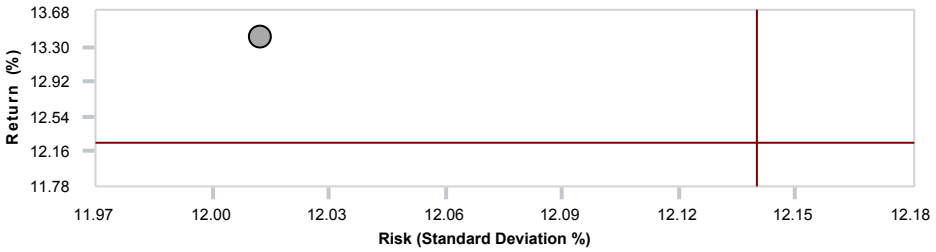
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3 Yr Rolling Percentile Ranking - 5 Years



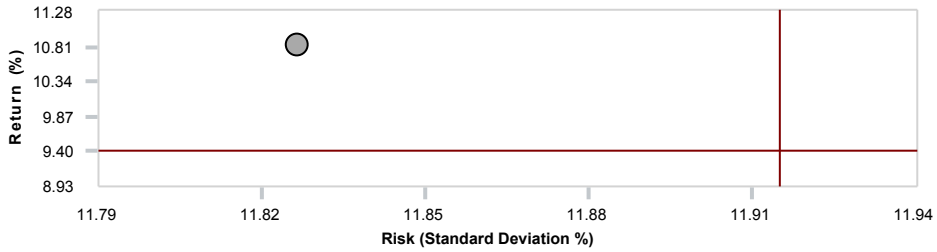
	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
Vanguard 500 Index (VFIAX)	0	0	0	0	0
S&P 500 Index	20	16 (80%)	4 (20%)	0 (0%)	0 (0%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
Vanguard 500 Index (VFIAX)	N/A	N/A
S&P 500 Index	13.39	12.01
Median	12.26	12.14

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
Vanguard 500 Index (VFIAX)	N/A	N/A
S&P 500 Index	10.84	11.83
Median	9.41	11.92

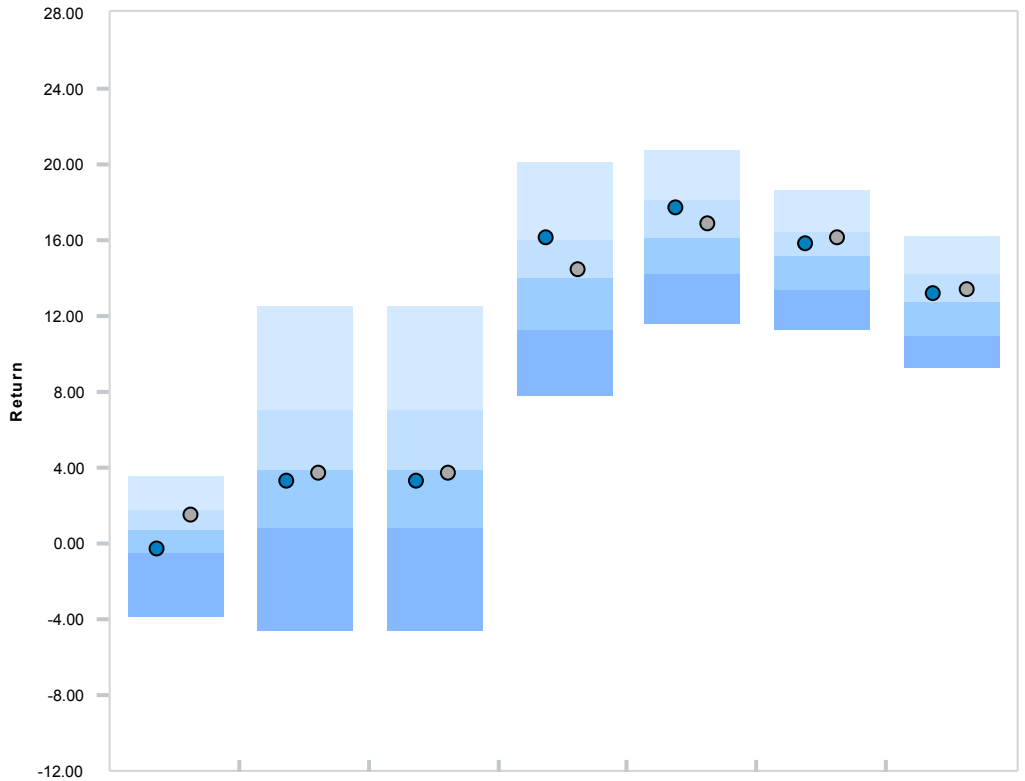
Historical Statistics - 3 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Vanguard 500 Index (VFIAX)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
S&P 500 Index	0.00	100.00	100.00	0.00	N/A	0.98	1.00	8.05

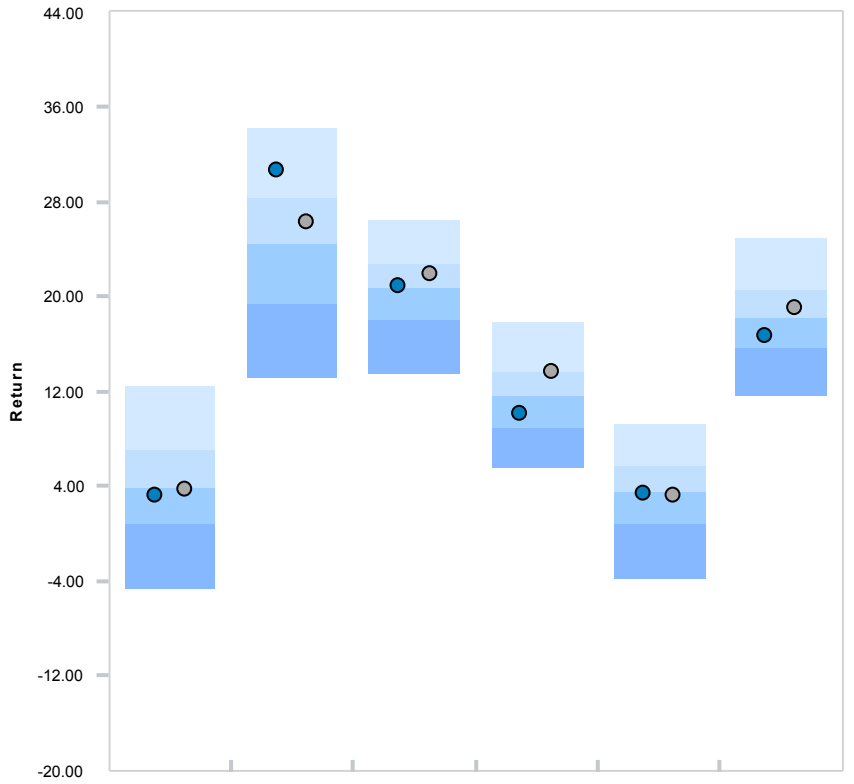
Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Vanguard 500 Index (VFIAX)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
S&P 500 Index	0.00	100.00	100.00	0.00	N/A	0.85	1.00	7.48

Peer Group Analysis - IM U.S. Large Cap Growth Equity (SA+CF)



	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
Winslow	-0.27 (69)	3.28 (59)	3.28 (59)	16.14 (24)	17.70 (27)	15.75 (40)	13.16 (43)
R1000 G	1.49 (31)	3.71 (54)	3.71 (54)	14.45 (44)	16.89 (37)	16.10 (30)	13.39 (39)
Median	0.74	3.90	3.90	14.02	16.14	15.11	12.77

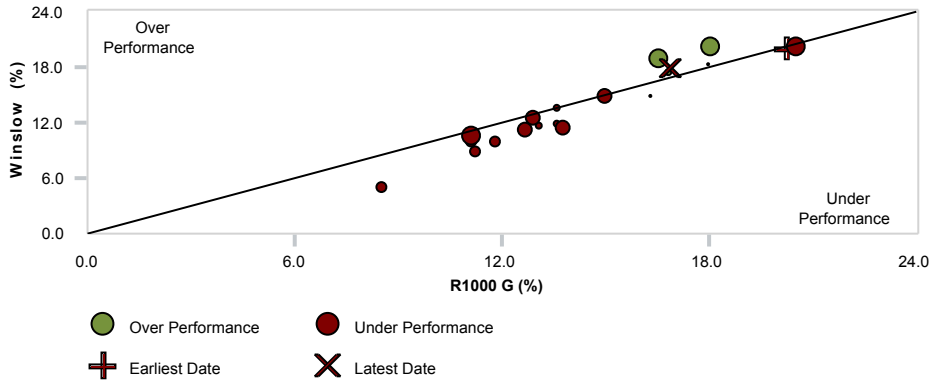


	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
Winslow	3.28 (59)	30.61 (15)	20.89 (49)	10.07 (70)	3.37 (53)	16.71 (65)
R1000 G	3.71 (54)	26.30 (36)	21.94 (37)	13.76 (23)	3.17 (55)	19.15 (40)
Median	3.90	24.42	20.81	11.64	3.58	18.21

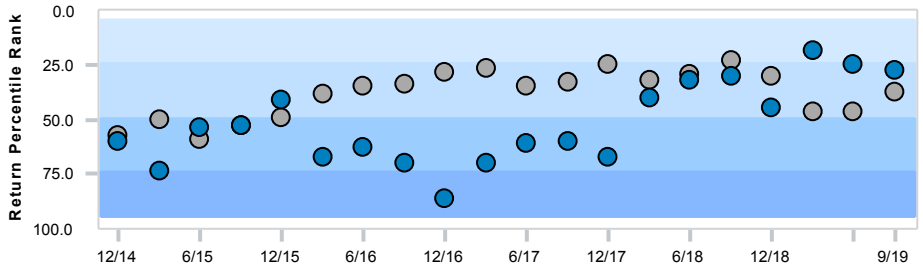
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
Winslow	4.68 (58)	17.64 (23)	-15.91 (61)	8.09 (51)	7.49 (14)	6.18 (8)
R1000 G	4.64 (59)	16.10 (47)	-15.89 (61)	9.17 (23)	5.76 (42)	1.42 (61)
IM U.S. Large Cap Growth Equity (SA+CF) Median	5.10	15.98	-15.25	8.13	5.31	2.08

3 Yr Rolling Under/Over Performance - 5 Years

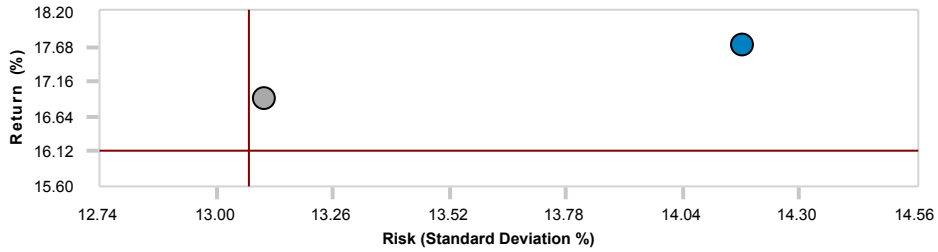


3 Yr Rolling Percentile Ranking - 5 Years



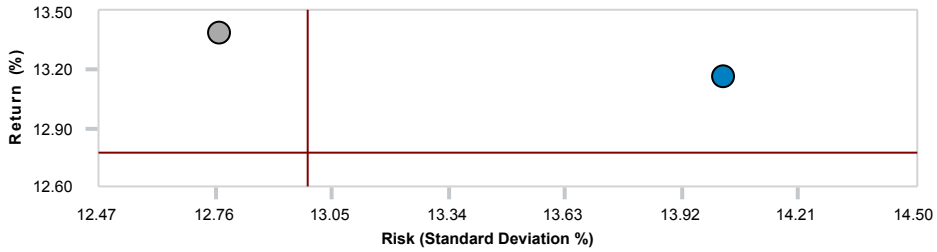
	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
Winslow	20	2 (10%)	6 (30%)	11 (55%)	1 (5%)
R1000 G	20	2 (10%)	15 (75%)	3 (15%)	0 (0%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
Winslow	17.70	14.17
R1000 G	16.89	13.11
Median	16.14	13.07

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
Winslow	13.16	14.03
R1000 G	13.39	12.77
Median	12.77	12.99

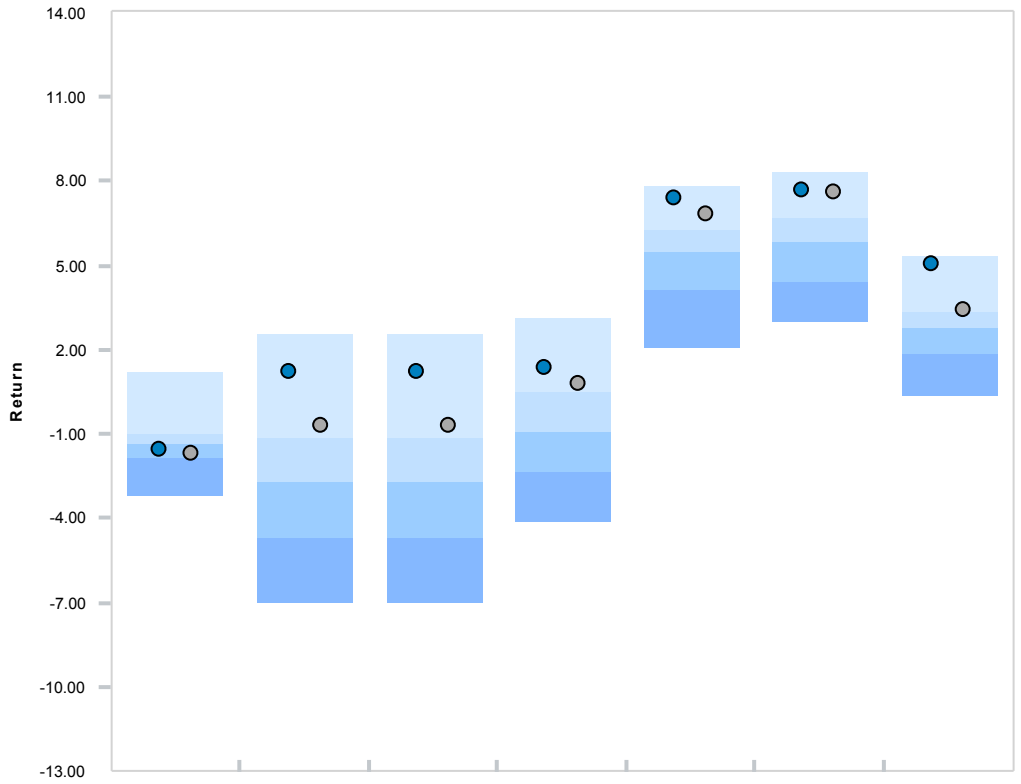
Historical Statistics - 3 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Winslow	3.94	101.93	97.12	0.19	0.21	1.12	1.04	8.62
R1000 G	0.00	100.00	100.00	0.00	N/A	1.15	1.00	8.45

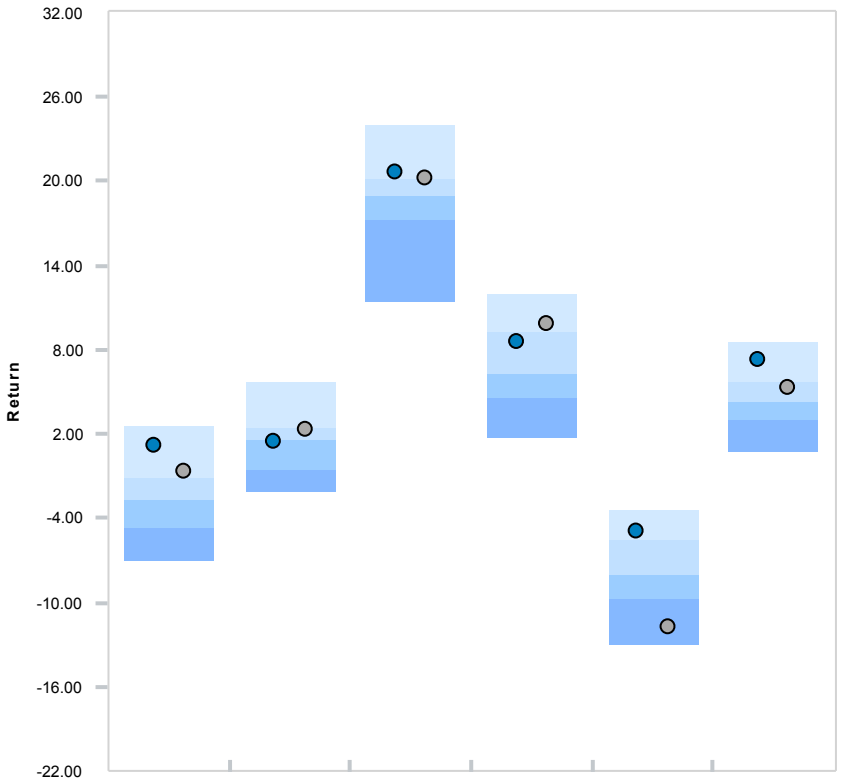
Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Winslow	3.82	103.14	107.28	-0.82	-0.01	0.89	1.06	8.56
R1000 G	0.00	100.00	100.00	0.00	N/A	0.98	1.00	7.74

Peer Group Analysis - IM International Multi-Cap Core Equity (MF)



	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
Intl Equity	-1.55 (62)	1.19 (11)	1.19 (11)	1.33 (14)	7.38 (7)	7.67 (8)	5.02 (6)
IE Policy	-1.70 (69)	-0.72 (19)	-0.72 (19)	0.76 (21)	6.85 (11)	7.58 (8)	3.39 (25)
Median	-1.38	-2.72	-2.72	-0.92	5.44	5.83	2.81

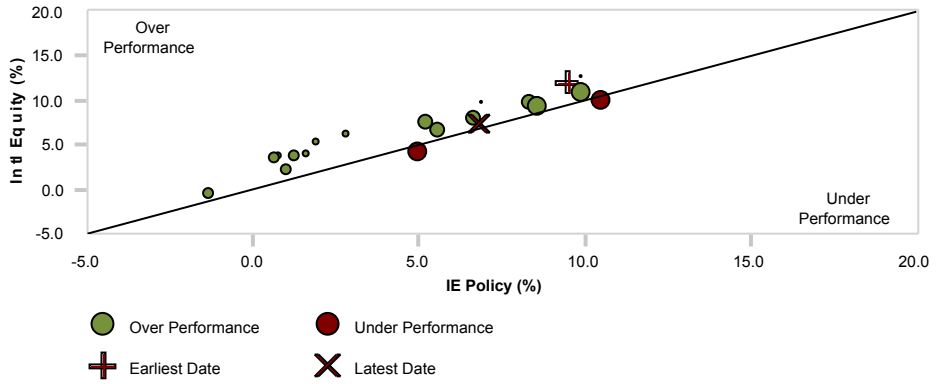


	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
Intl Equity	1.19 (11)	1.47 (52)	20.60 (20)	8.52 (32)	-4.93 (20)	7.34 (11)
IE Policy	-0.72 (19)	2.25 (31)	20.15 (26)	9.80 (15)	-11.78 (88)	5.22 (32)
Median	-2.72	1.54	18.95	6.21	-8.02	4.34

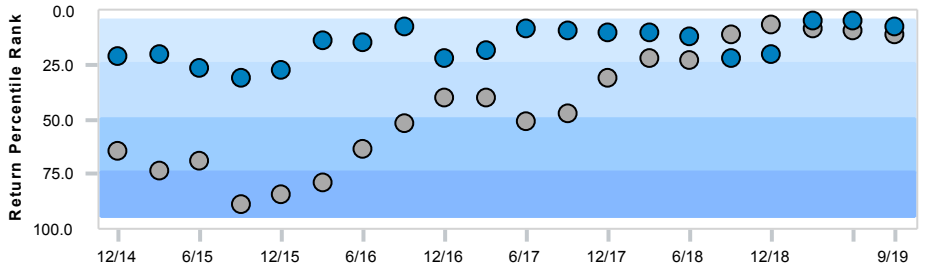
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
Intl Equity	3.87 (19)	13.20 (1)	-12.59 (44)	-0.84 (96)	-2.82 (65)	1.03 (1)
IE Policy	3.22 (42)	10.44 (27)	-11.41 (18)	0.80 (50)	-2.39 (52)	-1.08 (69)
IM International Multi-Cap Core Equity (MF) Median	2.90	10.06	-12.84	0.77	-2.34	-0.85

3 Yr Rolling Under/Over Performance - 5 Years

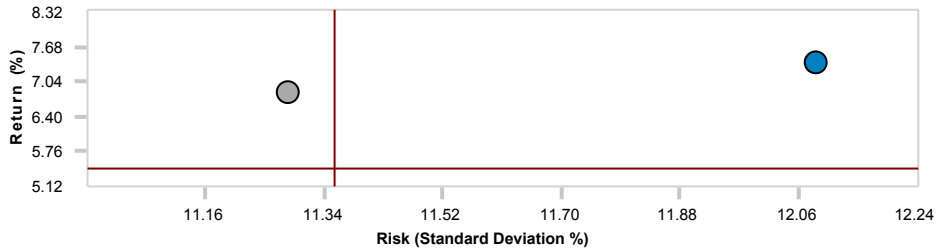


3 Yr Rolling Percentile Ranking - 5 Years



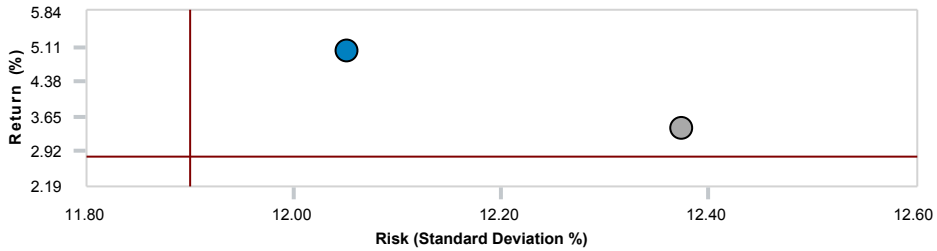
	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
Intl Equity	20	17 (85%)	3 (15%)	0 (0%)	0 (0%)
IE Policy	20	7 (35%)	4 (20%)	6 (30%)	3 (15%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
Intl Equity	7.38	12.09
IE Policy	6.85	11.29
Median	5.44	11.36

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
Intl Equity	5.02	12.05
IE Policy	3.39	12.38
Median	2.81	11.90

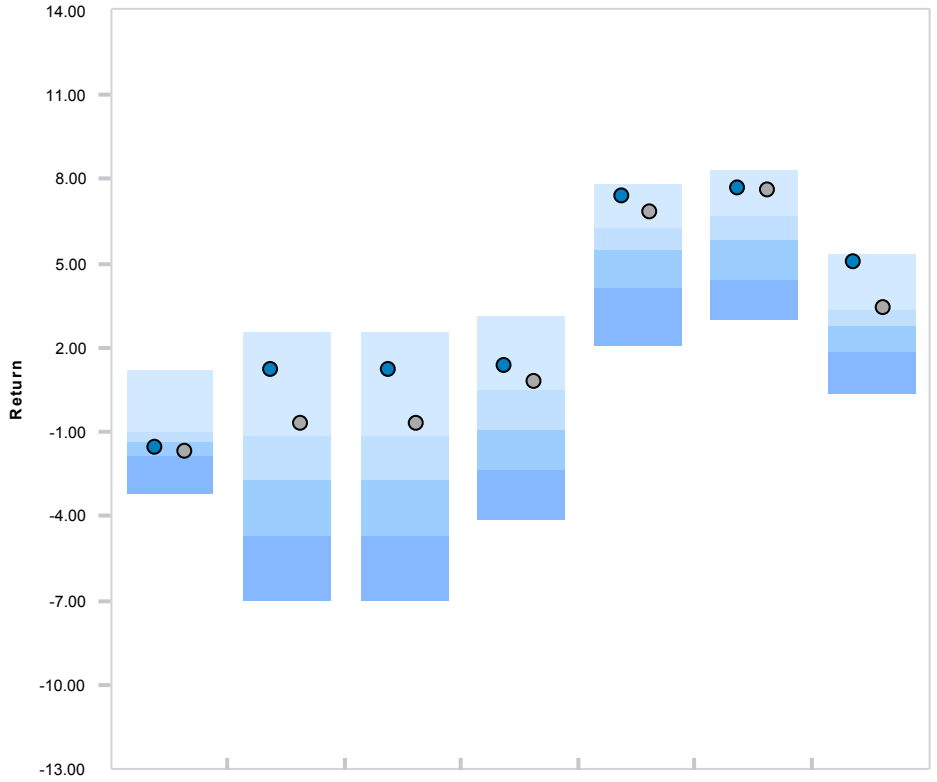
Historical Statistics - 3 Years

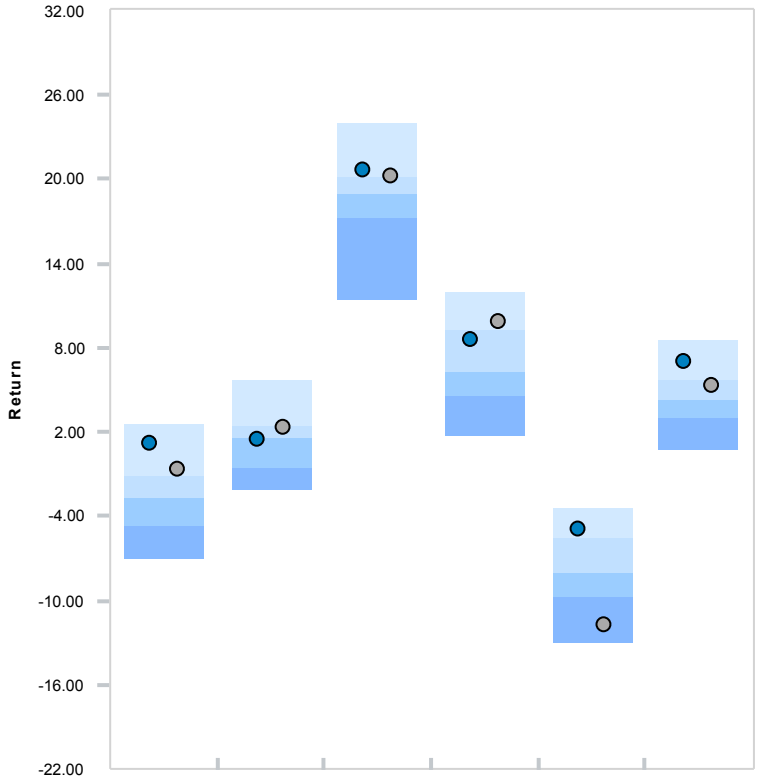
	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Intl Equity	2.88	102.56	99.34	0.30	0.21	0.52	1.04	7.90
IE Policy	0.00	100.00	100.00	0.00	N/A	0.51	1.00	7.51

Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Intl Equity	3.52	96.73	85.81	1.82	0.43	0.39	0.93	7.97
IE Policy	0.00	100.00	100.00	0.00	N/A	0.25	1.00	8.18

Peer Group Analysis - IM International Multi-Cap Core Equity (MF)





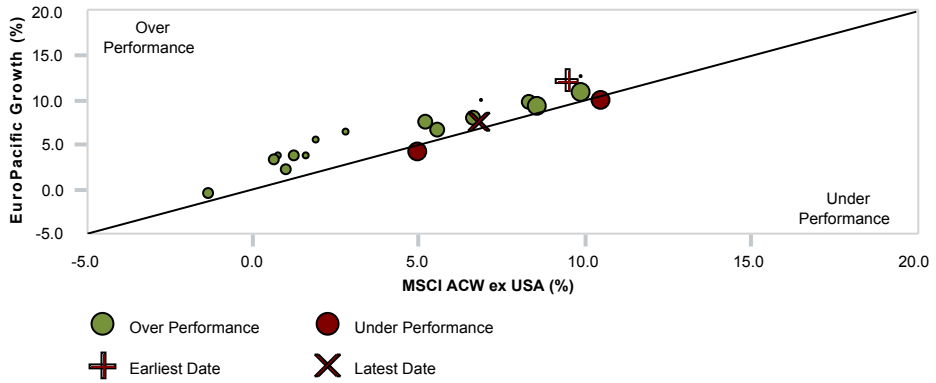
	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
EuroPacific Growth	-1.55 (62)	1.19 (11)	1.19 (11)	1.33 (14)	7.39 (6)	7.67 (8)	5.02 (6)
MSCI ACW ex USA	-1.70 (69)	-0.72 (19)	-0.72 (19)	0.76 (21)	6.85 (11)	7.58 (8)	3.39 (25)
Median	-1.38	-2.72	-2.72	-0.92	5.44	5.83	2.81

	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
EuroPacific Growth	1.19 (11)	1.47 (52)	20.63 (20)	8.52 (32)	-4.93 (20)	6.97 (12)
MSCI ACW ex USA	-0.72 (19)	2.25 (31)	20.15 (26)	9.80 (15)	-11.78 (88)	5.22 (32)
Median	-2.72	1.54	18.95	6.21	-8.02	4.34

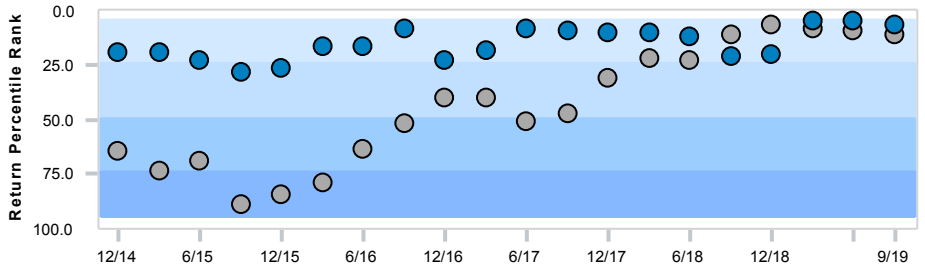
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
EuroPacific Growth	3.87 (19)	13.20 (1)	-12.59 (44)	-0.84 (96)	-2.82 (65)	1.03 (1)
MSCI ACW ex USA	3.22 (42)	10.44 (27)	-11.41 (18)	0.80 (50)	-2.39 (52)	-1.08 (69)
IM International Multi-Cap Core Equity (MF) Median	2.90	10.06	-12.84	0.77	-2.34	-0.85

3 Yr Rolling Under/Over Performance - 5 Years

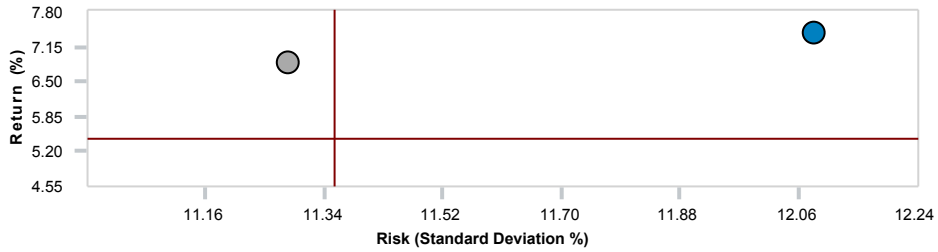


3 Yr Rolling Percentile Ranking - 5 Years



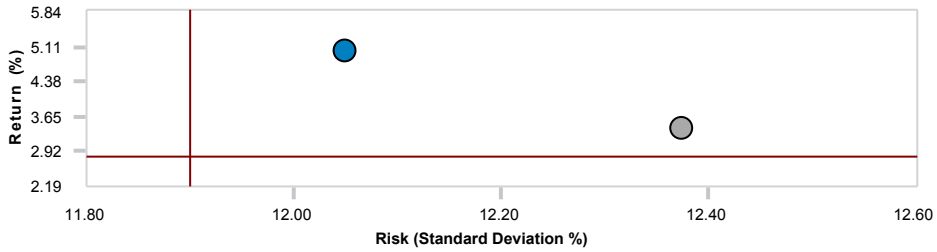
	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
EuroPacific Growth	20	18 (90%)	2 (10%)	0 (0%)	0 (0%)
MSCI ACW ex USA	20	7 (35%)	4 (20%)	6 (30%)	3 (15%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
EuroPacific Growth	7.39	12.09
MSCI ACW ex USA	6.85	11.29
Median	5.44	11.36

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
EuroPacific Growth	5.02	12.05
MSCI ACW ex USA	3.39	12.38
Median	2.81	11.90

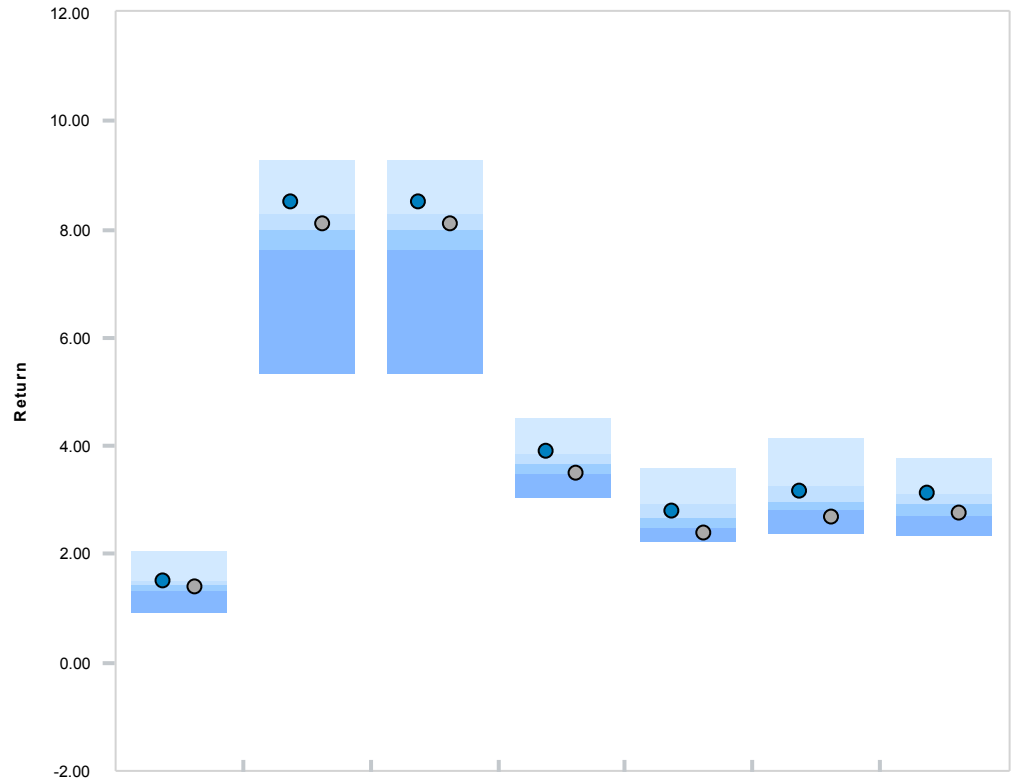
Historical Statistics - 3 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
EuroPacific Growth	2.88	102.56	99.27	0.31	0.21	0.53	1.04	7.90
MSCI ACW ex USA	0.00	100.00	100.00	0.00	N/A	0.51	1.00	7.51

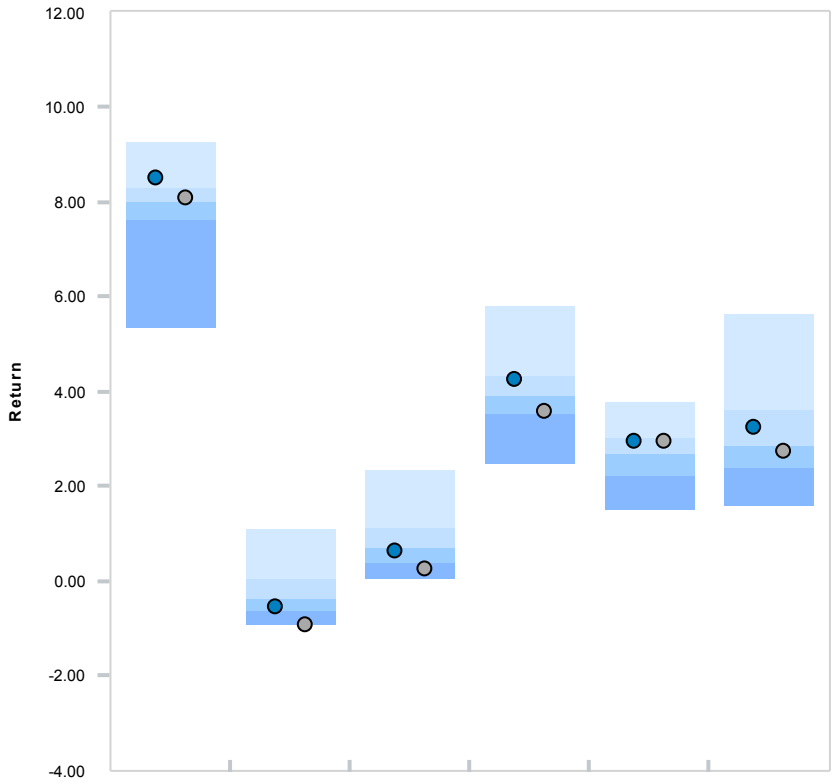
Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
EuroPacific Growth	3.52	96.73	85.78	1.82	0.44	0.39	0.93	7.97
MSCI ACW ex USA	0.00	100.00	100.00	0.00	N/A	0.25	1.00	8.18

Peer Group Analysis - IM U.S. Intermediate Duration (SA+CF)



	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
Agincourt	1.52 (25)	8.52 (15)	8.52 (15)	3.89 (23)	2.79 (35)	3.16 (32)	3.12 (26)
BC Int Agg	1.38 (58)	8.08 (44)	8.08 (44)	3.48 (76)	2.39 (88)	2.68 (83)	2.74 (74)
Median	1.42	7.99	7.99	3.67	2.68	2.96	2.93

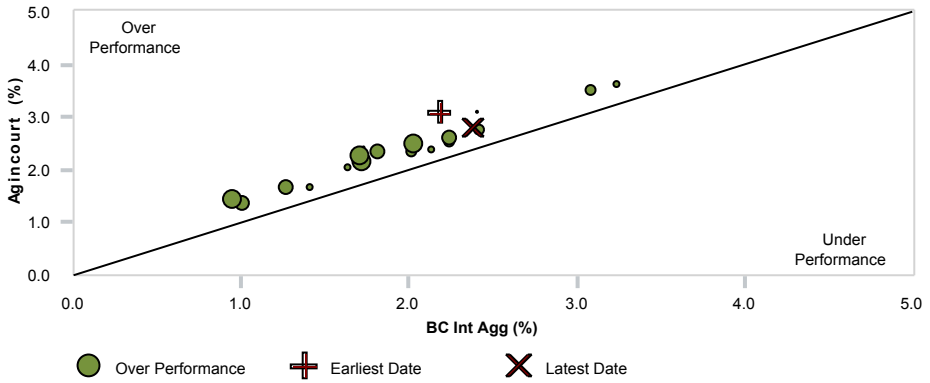


	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
Agincourt	8.52 (15)	-0.55 (65)	0.64 (57)	4.27 (28)	2.95 (32)	3.25 (32)
BC Int Agg	8.08 (44)	-0.93 (95)	0.25 (87)	3.57 (73)	2.95 (32)	2.74 (58)
Median	7.99	-0.38	0.70	3.90	2.70	2.88

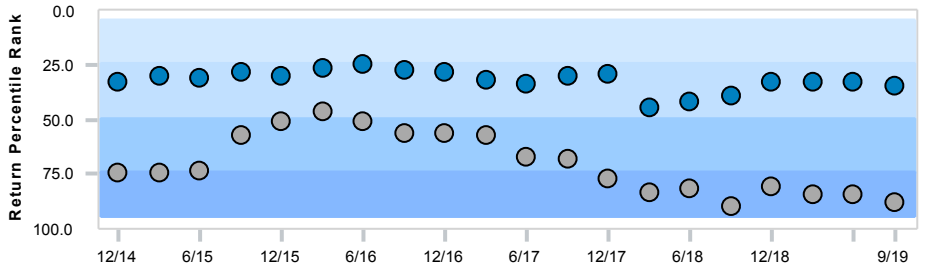
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
Agincourt	2.46 (58)	2.70 (23)	1.58 (26)	0.36 (54)	0.16 (36)	-1.29 (97)
BC Int Agg	2.39 (67)	2.28 (71)	1.80 (10)	0.11 (95)	0.09 (61)	-1.05 (82)
IM U.S. Intermediate Duration (SA+CF) Median	2.51	2.45	1.38	0.37	0.12	-0.90

3 Yr Rolling Under/Over Performance - 5 Years

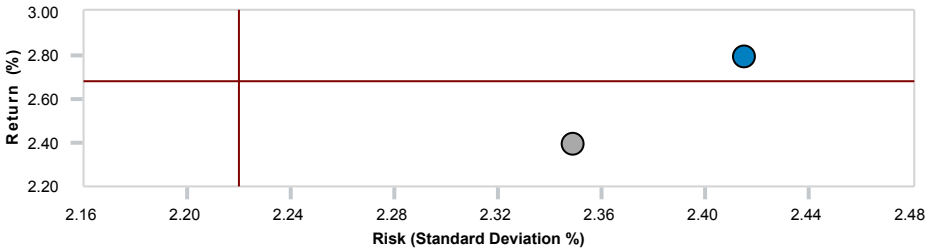


3 Yr Rolling Percentile Ranking - 5 Years



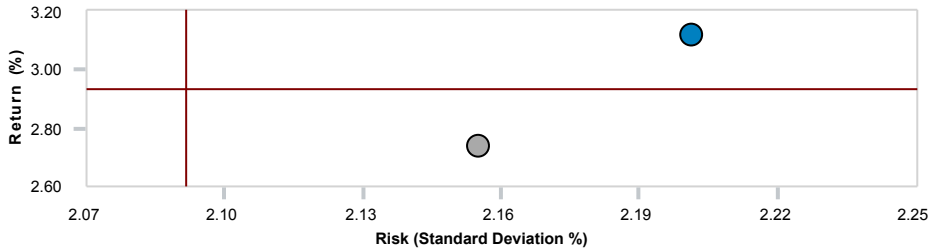
	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
Agincourt	20	1 (5%)	19 (95%)	0 (0%)	0 (0%)
BC Int Agg	20	0 (0%)	1 (5%)	11 (55%)	8 (40%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
Agincourt	2.79	2.42
BC Int Agg	2.39	2.35
Median	2.68	2.22

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
Agincourt	3.12	2.20
BC Int Agg	2.74	2.16
Median	2.93	2.09

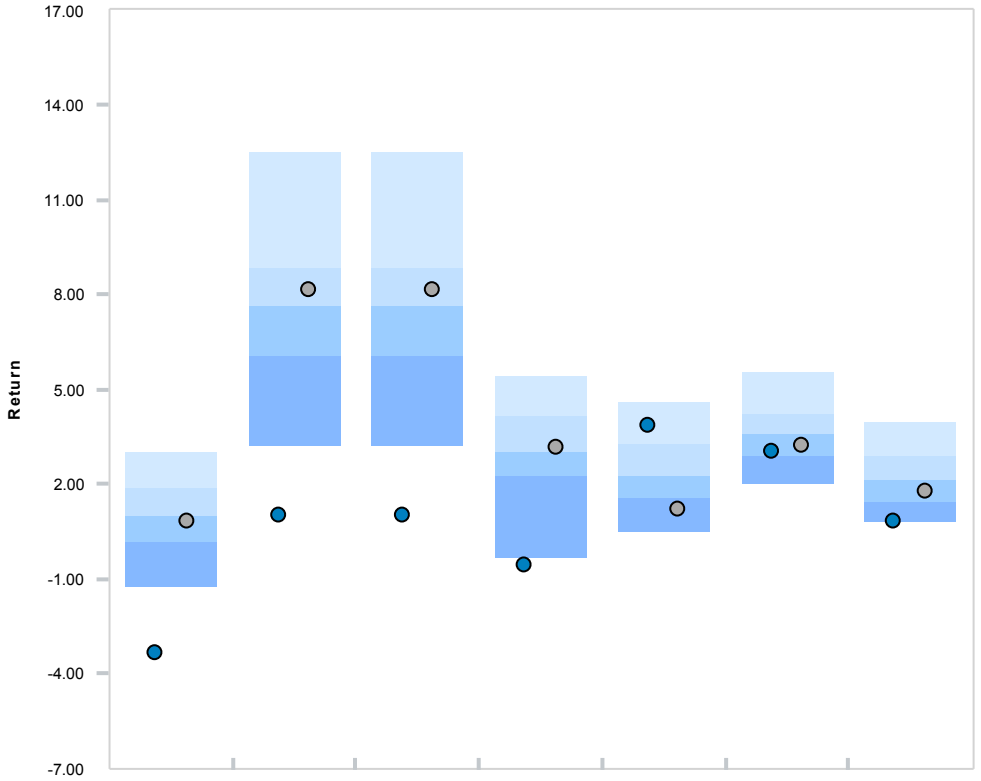
Historical Statistics - 3 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Agincourt	0.29	105.91	93.34	0.35	1.38	0.55	1.02	1.36
BC Int Agg	0.00	100.00	100.00	0.00	N/A	0.39	1.00	1.32

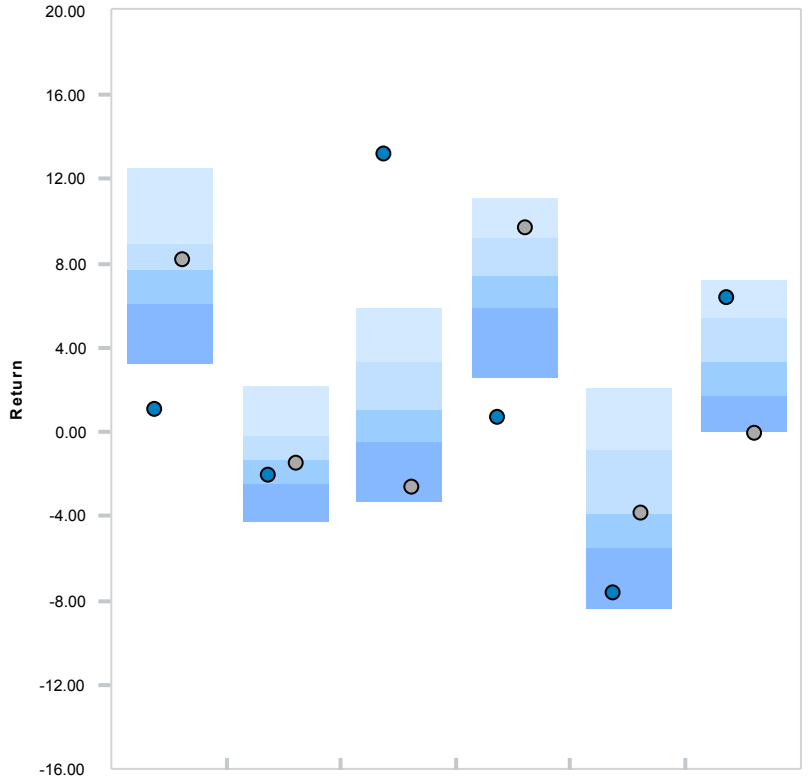
Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Agincourt	0.34	106.05	93.26	0.35	1.09	1.00	1.01	1.13
BC Int Agg	0.00	100.00	100.00	0.00	N/A	0.84	1.00	1.10

Peer Group Analysis - IM Global Fixed Income (MF)



	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
Templeton GB	-3.34 (100)	1.03 (100)	1.03 (100)	-0.53 (96)	3.84 (13)	3.04 (72)	0.80 (96)
CG W/G Bond	0.85 (52)	8.13 (39)	8.13 (39)	3.19 (42)	1.19 (86)	3.26 (65)	1.80 (61)
Median	1.01	7.65	7.65	3.05	2.29	3.64	2.16

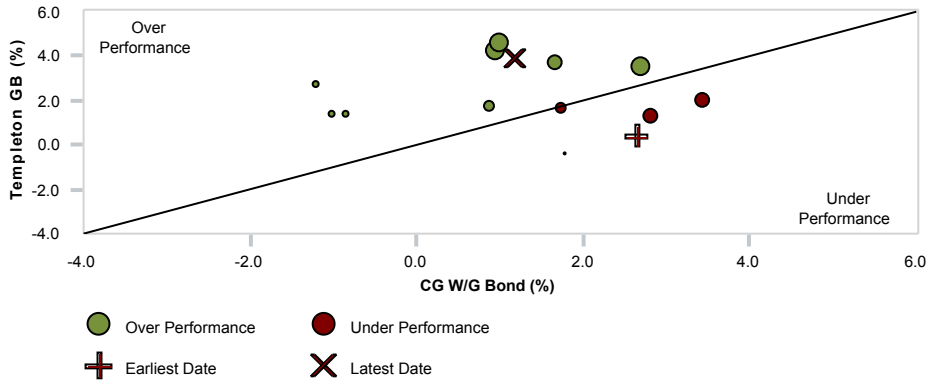


	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
Templeton GB	1.03 (100)	-2.08 (68)	13.19 (1)	0.68 (100)	-7.68 (93)	6.34 (11)
CG W/G Bond	8.13 (39)	-1.54 (55)	-2.69 (94)	9.71 (20)	-3.83 (50)	-0.07 (96)
Median	7.65	-1.29	1.02	7.42	-3.85	3.37

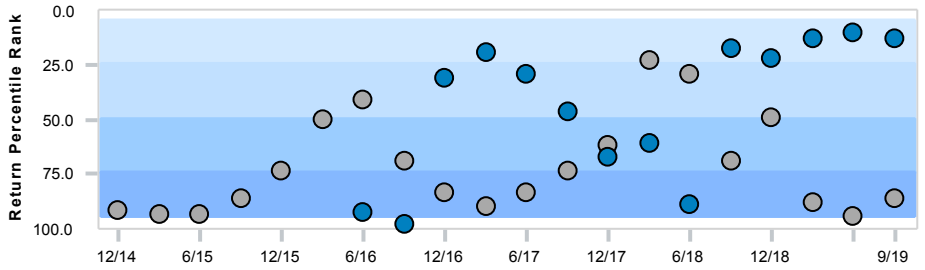
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
Templeton GB	0.77 (100)	1.98 (87)	1.71 (10)	0.99 (8)	-2.57 (52)	1.36 (31)
CG W/G Bond	3.57 (38)	1.74 (89)	1.75 (10)	-1.62 (97)	-3.35 (64)	2.50 (5)
IM Global Fixed Income (MF) Median	3.37	3.10	0.35	-0.39	-2.29	0.80

3 Yr Rolling Under/Over Performance - 5 Years

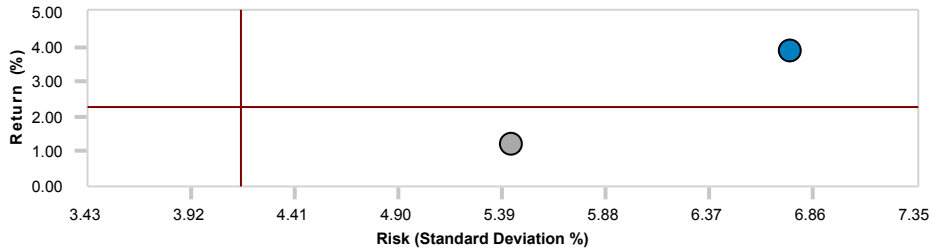


3 Yr Rolling Percentile Ranking - 5 Years



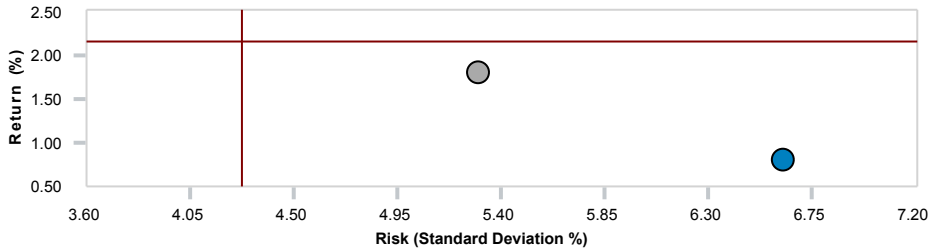
	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
Templeton GB	14	6 (43%)	3 (21%)	2 (14%)	3 (21%)
CG W/G Bond	20	1 (5%)	4 (20%)	5 (25%)	10 (50%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
Templeton GB	3.84	6.76
CG W/G Bond	1.19	5.44
Median	2.29	4.16

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
Templeton GB	0.80	6.63
CG W/G Bond	1.80	5.30
Median	2.16	4.27

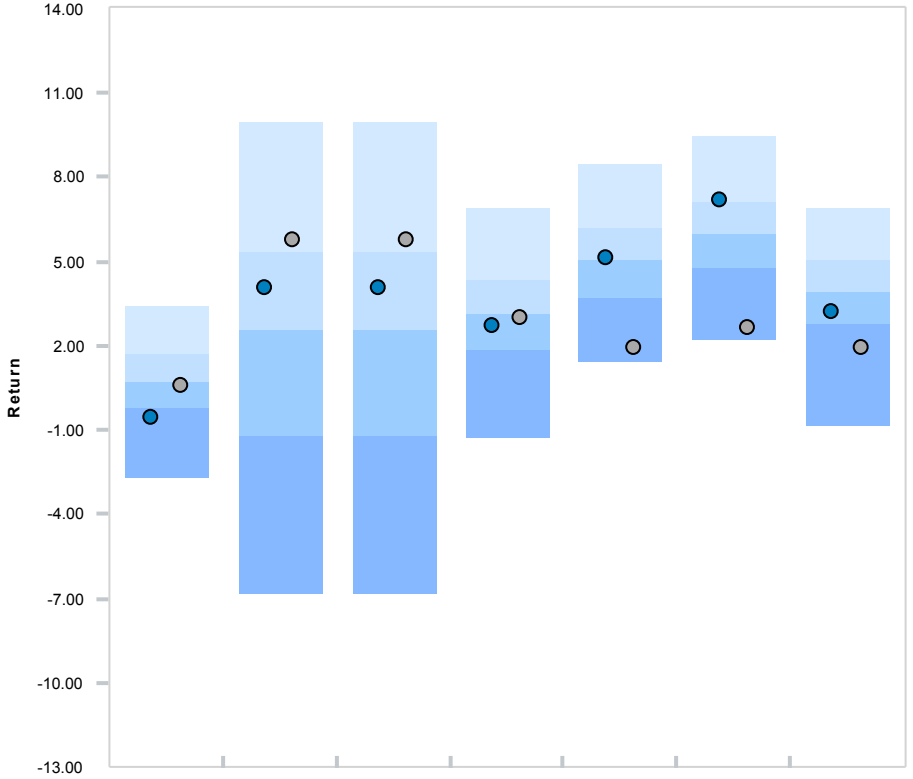
Historical Statistics - 3 Years

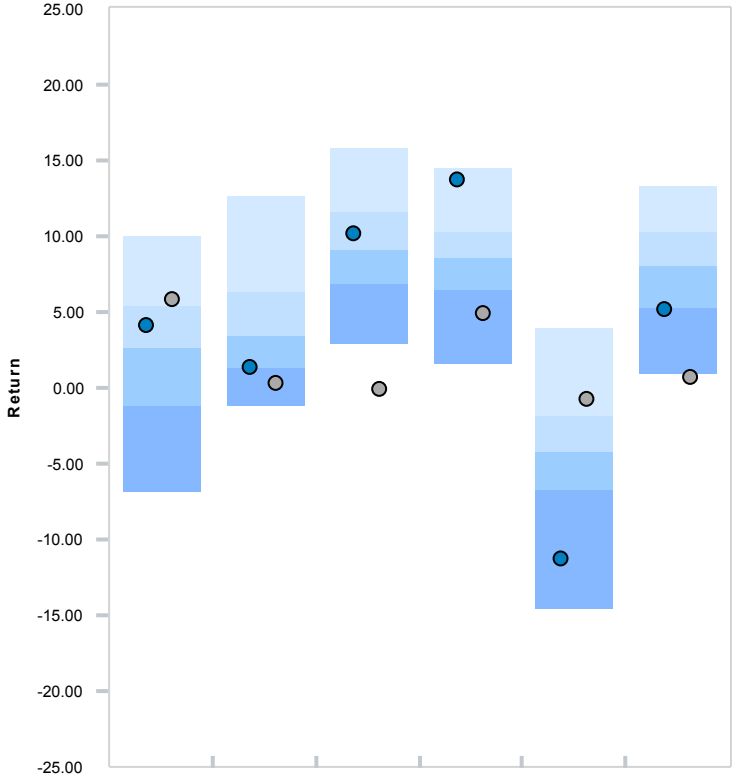
	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Templeton GB	10.19	-9.91	-70.17	4.75	0.26	0.36	-0.48	4.56
CG W/G Bond	0.00	100.00	100.00	0.00	N/A	-0.04	1.00	3.94

Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Templeton GB	9.56	-28.87	-53.67	1.69	-0.09	0.01	-0.34	4.62
CG W/G Bond	0.00	100.00	100.00	0.00	N/A	0.18	1.00	3.55

Peer Group Analysis - IM Flexible Portfolio (MF)





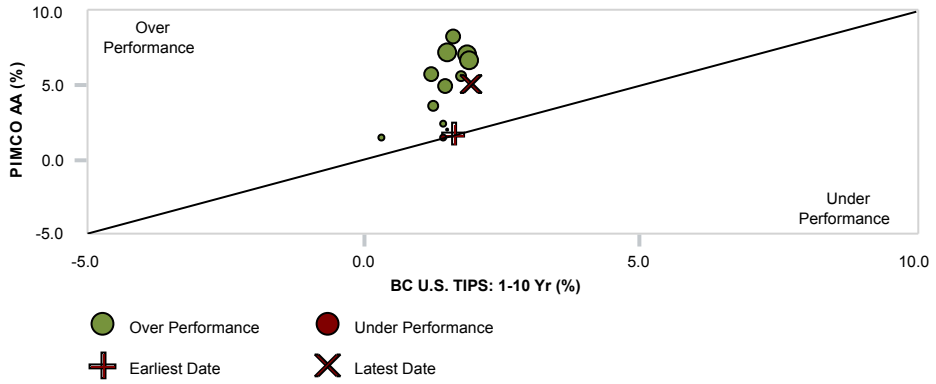
	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
PIMCO AA	-0.60 (83)	4.04 (37)	4.04 (37)	2.67 (61)	5.11 (49)	7.18 (24)	3.19 (66)
BC U.S. TIPS: 1-10 Yr	0.60 (55)	5.75 (23)	5.75 (23)	3.00 (54)	1.94 (93)	2.66 (93)	1.95 (83)
Median	0.72	2.58	2.58	3.14	5.02	5.98	3.91

	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
PIMCO AA	4.04 (37)	1.32 (75)	10.16 (41)	13.65 (8)	11.34 (91)	5.16 (76)
BC U.S. TIPS: 1-10 Yr	5.75 (23)	0.33 (85)	-0.14 (99)	4.83 (87)	-0.82 (18)	0.61 (96)
Median	2.58	3.38	9.02	8.55	-4.22	7.99

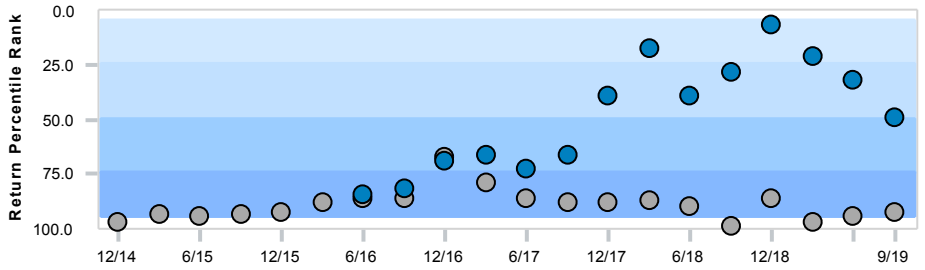
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
PIMCO AA	2.68 (45)	5.39 (79)	-3.28 (10)	0.35 (86)	-2.37 (98)	0.27 (9)
BC U.S. TIPS: 1-10 Yr	2.53 (50)	2.57 (95)	-0.05 (2)	-0.42 (95)	0.61 (43)	-0.40 (26)
IM Flexible Portfolio (MF) Median	2.53	7.78	-7.63	1.74	0.27	-1.06

3 Yr Rolling Under/Over Performance - 5 Years

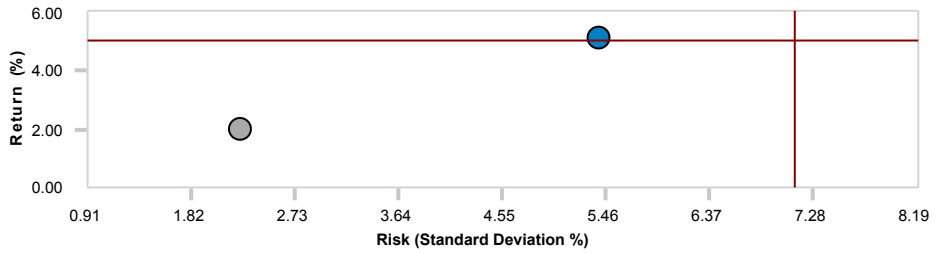


3 Yr Rolling Percentile Ranking - 5 Years



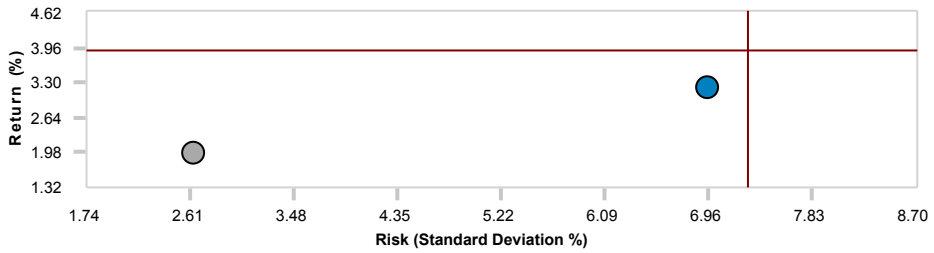
	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
PIMCO AA	14	3 (21%)	5 (36%)	4 (29%)	2 (14%)
BC U.S. TIPS: 1-10 Yr	20	0 (0%)	0 (0%)	1 (5%)	19 (95%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
PIMCO AA	5.11	5.41
BC U.S. TIPS: 1-10 Yr	1.94	2.26
Median	5.02	7.12

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
PIMCO AA	3.19	6.97
BC U.S. TIPS: 1-10 Yr	1.95	2.64
Median	3.91	7.30

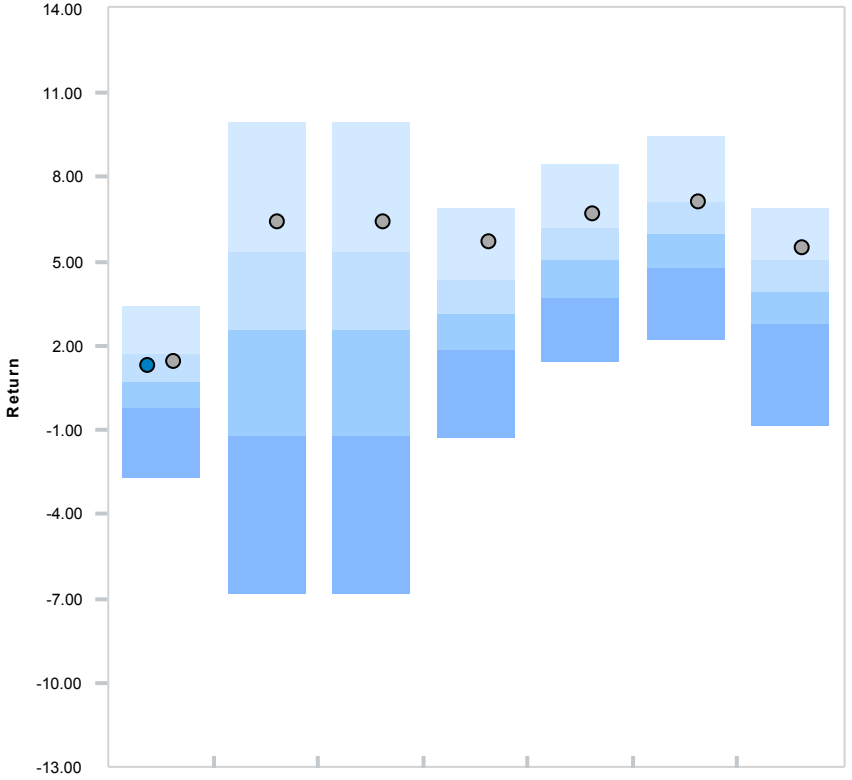
Historical Statistics - 3 Years

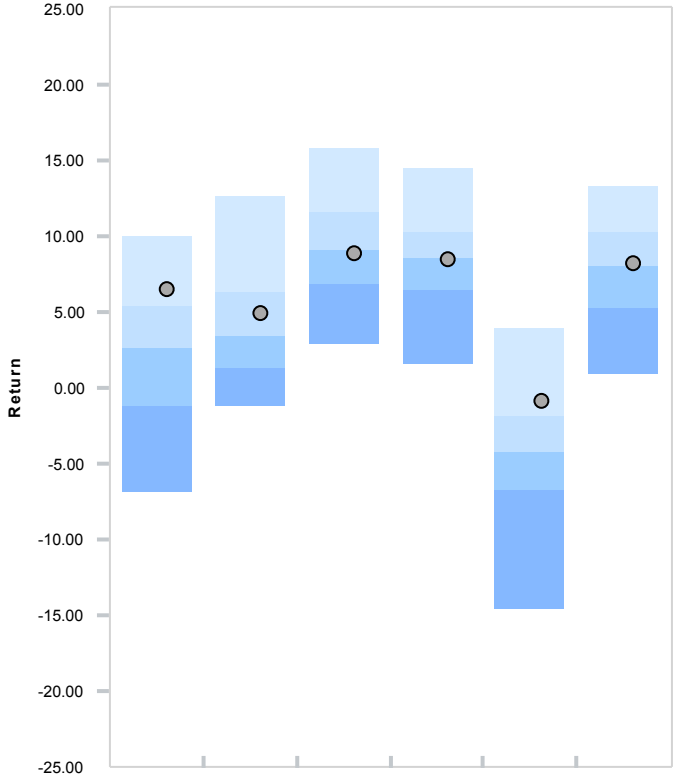
	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
PIMCO AA	5.21	122.55	5.78	3.83	0.61	0.66	0.70	3.15
BC U.S. TIPS: 1-10 Yr	0.00	100.00	100.00	0.00	N/A	0.20	1.00	1.38

Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
PIMCO AA	6.24	160.82	152.73	1.05	0.23	0.35	1.19	4.22
BC U.S. TIPS: 1-10 Yr	0.00	100.00	100.00	0.00	N/A	0.39	1.00	1.47

Peer Group Analysis - IM Flexible Portfolio (MF)





	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
Blackrock Multi-Asset (BIICX)	1.27 (34)	N/A	N/A	N/A	N/A	N/A	N/A
Total BlackRock Policy	1.43 (31)	6.40 (18)	6.40 (18)	5.66 (11)	6.70 (19)	7.14 (25)	5.46 (19)
Median	0.72	2.58	2.58	3.14	5.02	5.98	3.91

	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
Blackrock Multi-Asset (BIICX)	N/A	N/A	N/A	N/A	N/A	N/A
Total BlackRock Policy	6.40 (18)	4.93 (36)	8.80 (53)	8.47 (51)	-0.98 (19)	8.10 (49)
Median	2.58	3.38	9.02	8.55	-4.22	7.99

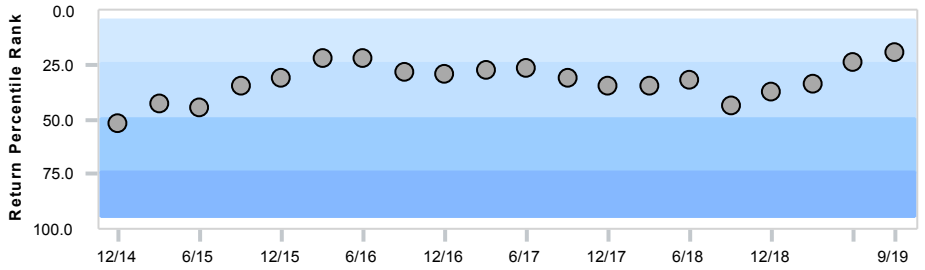
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
Blackrock Multi-Asset (BIICX)	2.67 (45)	N/A	N/A	N/A	N/A	N/A
Total BlackRock Policy	3.67 (11)	7.67 (53)	-6.03 (31)	2.48 (35)	0.79 (39)	-1.30 (62)
IM Flexible Portfolio (MF) Median	2.53	7.78	-7.63	1.74	0.27	-1.06

3 Yr Rolling Under/Over Performance - 5 Years

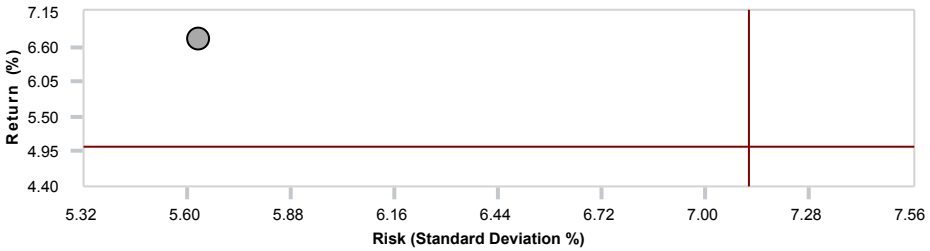
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3 Yr Rolling Percentile Ranking - 5 Years



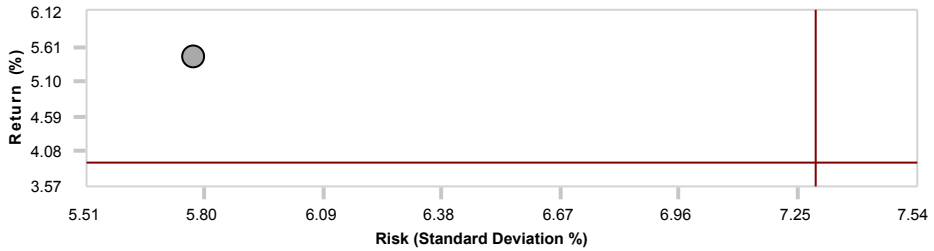
	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
Blackrock Multi-Asset (BIICX)	0	0	0	0	0
Total BlackRock Policy	20	4 (20%)	15 (75%)	1 (5%)	0 (0%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
Blackrock Multi-Asset (BIICX)	N/A	N/A
Total BlackRock Policy	6.70	5.63
Median	5.02	7.12

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
Blackrock Multi-Asset (BIICX)	N/A	N/A
Total BlackRock Policy	5.46	5.77
Median	3.91	7.30

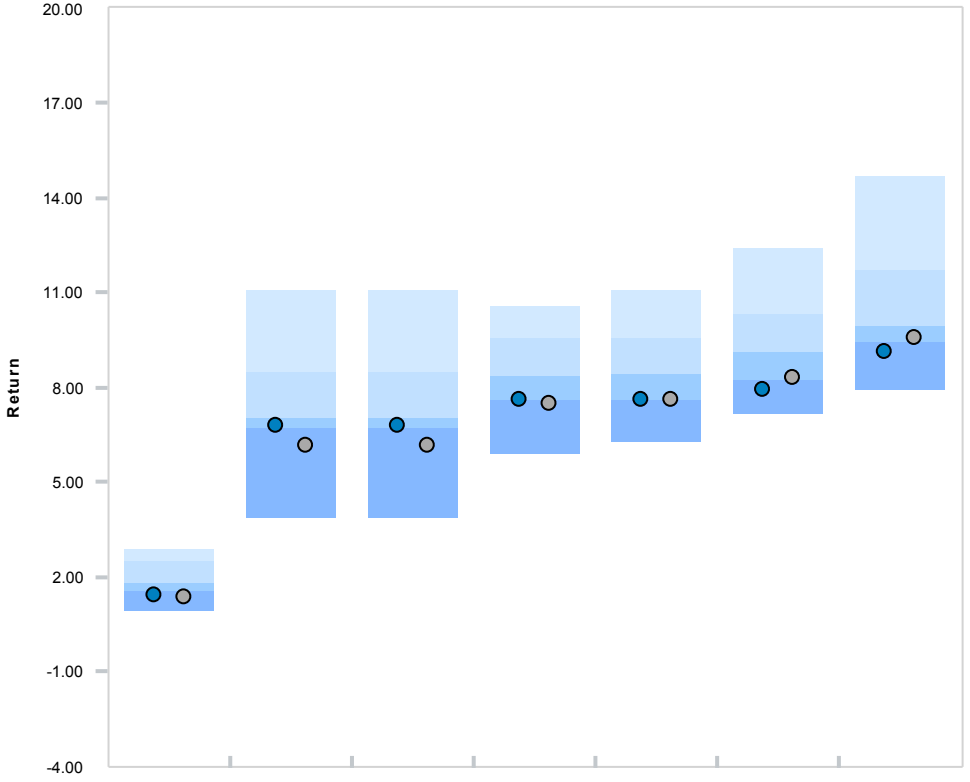
Historical Statistics - 3 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Blackrock Multi-Asset (BIICX)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total BlackRock Policy	0.00	100.00	100.00	0.00	N/A	0.91	1.00	3.56

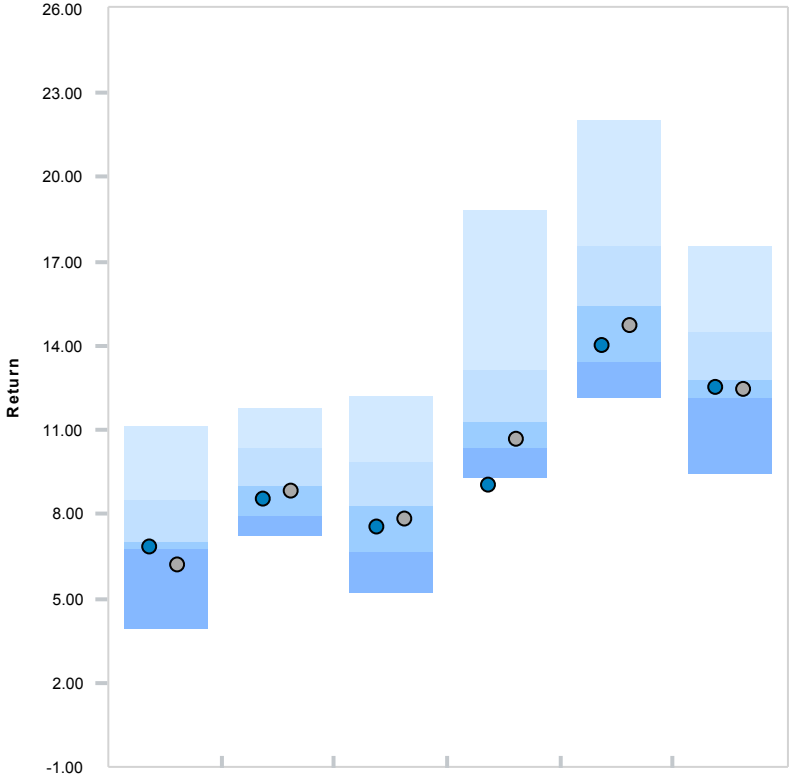
Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
Blackrock Multi-Asset (BIICX)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total BlackRock Policy	0.00	100.00	100.00	0.00	N/A	0.79	1.00	3.52

Peer Group Analysis - IM U.S. Open End Private Real Estate (SA+CF)



	QTR	FYTD	1 YR	2 YR	3 YR	4 YR	5 YR
American Rlty	1.44 (81)	6.81 (60)	6.81 (60)	7.65 (75)	7.61 (78)	7.96 (85)	9.14 (84)
NCREIF ODCE	1.38 (86)	6.16 (87)	6.16 (87)	7.48 (78)	7.59 (80)	8.34 (72)	9.59 (73)
Median	1.80	7.05	7.05	8.35	8.43	9.15	9.97

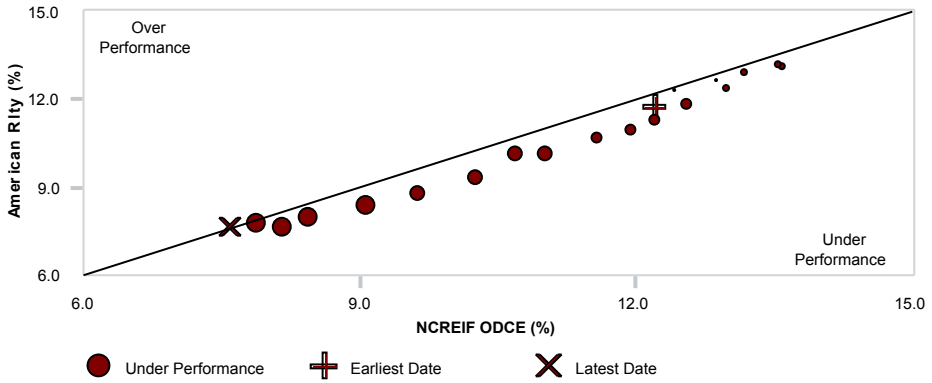


	Oct-2018 To Sep-2019	Oct-2017 To Sep-2018	Oct-2016 To Sep-2017	Oct-2015 To Sep-2016	Oct-2014 To Sep-2015	Oct-2013 To Sep-2014
American Rlty	6.81 (60)	8.50 (66)	7.52 (67)	9.04 (97)	13.98 (69)	12.49 (64)
NCREIF ODCE	6.16 (87)	8.82 (59)	7.81 (60)	10.62 (69)	14.71 (62)	12.39 (68)
Median	7.05	9.04	8.29	11.32	15.45	12.78

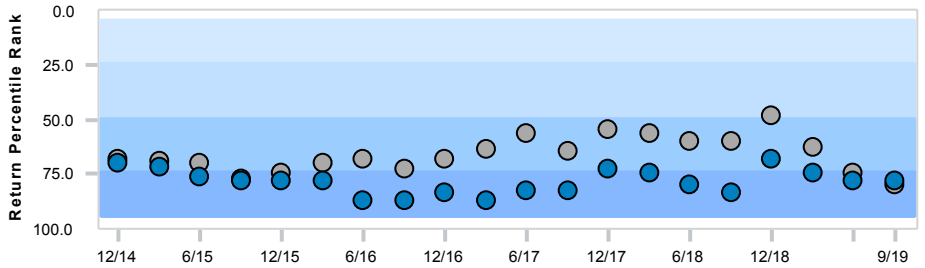
Comparative Performance

	1 Qtr Ending Jun-2019	1 Qtr Ending Mar-2019	1 Qtr Ending Dec-2018	1 Qtr Ending Sep-2018	1 Qtr Ending Jun-2018	1 Qtr Ending Mar-2018
American Rlty	1.53 (31)	1.74 (76)	1.94 (27)	2.19 (47)	2.09 (66)	2.23 (45)
NCREIF ODCE	1.34 (66)	1.69 (81)	1.62 (62)	2.09 (54)	2.13 (61)	2.17 (55)
IM U.S. Open End Private Real Estate (SA+CF) Median	1.46	1.99	1.76	2.10	2.22	2.21

3 Yr Rolling Under/Over Performance - 5 Years

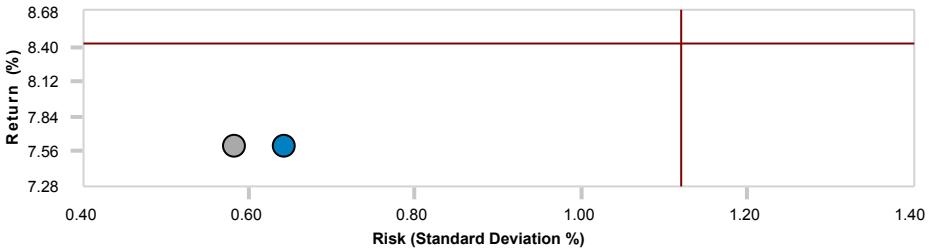


3 Yr Rolling Percentile Ranking - 5 Years



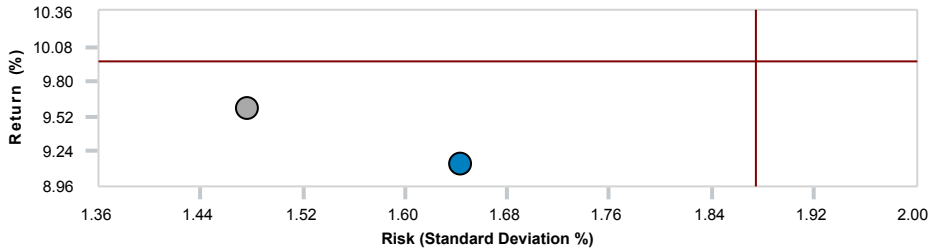
	Total Period	5-25 Count	25-Median Count	Median-75 Count	75-95 Count
American Rlty	20	0 (0%)	0 (0%)	6 (30%)	14 (70%)
NCREIF ODCE	20	0 (0%)	1 (5%)	17 (85%)	2 (10%)

Peer Group Scattergram - 3 Years



	Return	Standard Deviation
American Rlty	7.61	0.64
NCREIF ODCE	7.59	0.58
Median	8.43	1.12

Peer Group Scattergram - 5 Years



	Return	Standard Deviation
American Rlty	9.14	1.64
NCREIF ODCE	9.59	1.48
Median	9.97	1.87

Historical Statistics - 3 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
American Rlty	0.71	100.19	N/A	0.17	0.02	1.90	0.98	0.00
NCREIF ODCE	0.00	100.00	N/A	0.00	N/A	1.91	1.00	0.00

Historical Statistics - 5 Years

	Tracking Error	Up Market Capture	Down Market Capture	Alpha	Information Ratio	Sharpe Ratio	Beta	Downside Risk
American Rlty	1.04	95.53	N/A	0.09	-0.40	1.98	0.95	0.00
NCREIF ODCE	0.00	100.00	N/A	0.00	N/A	2.03	1.00	0.00

City of Cocoa General Employees Retirement System

Compliance Checklist as of September 30, 2019

Total Fund Compliance:	Yes	No	N/A
1. The total plan return equaled or exceeded the total plan benchmark over the trailing three year period.	✔		
2. The total plan return equaled or exceeded the total plan benchmark over the trailing five year period.	✔		
3. The total plan return ranked within the top 40th percentile of its peer group over the trailing three year period.	✔		
4. The total plan return ranked within the top 40th percentile of its peer group over the trailing five year period.	✔		
5. The total plan return equaled or exceeded the 7% actuarial earnings assumption over the trailing three year period.	✔		
6. The total plan return equaled or exceeded the 7% actuarial earnings assumption over the trailing five year period.	✔		

Equity Compliance:	Yes	No	N/A
1. The total domestic equity returns meet or exceed the benchmark over the trailing three year period.	✔		
2. The total domestic equity returns meet or exceed the benchmark over the trailing five year period.	✔		
3. The total domestic equity returns ranked within the top 40th percentile of its peer group over the trailing three year period.	✔		
4. The total domestic equity returns ranked within the top 40th percentile of its peer group over the trailing five year period.	✔		
5. The total equity allocation was less than 75% of the total plan assets at market.	✔		
6. The total foreign securities were less than 25% of the total plan assets at market.	✔		

Fixed Income Compliance:	Yes	No	N/A
1. The total domestic fixed income returns meet or exceed the benchmark over the trailing three year period.	✔		
2. The total domestic fixed income returns meet or exceed the benchmark over the trailing five year period.	✔		
3. The total domestic fixed income returns ranked within the top 40th percentile of its peer group over the trailing three year period.	✔		
4. The total domestic fixed income returns ranked within the top 40th percentile of its peer group over the trailing five year period.	✔		
5. Eighty-five (85%) percent of the fixed income investments shall have a minimum investment grade.	✔		

Manager Compliance:	Legg Mason			Winslow			EuroPacific			Agincourt			Templeton*		
	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A
1. Manager outperformed the index over the trailing three and five year periods.	✔				✔		✔			✔				✔	
2. Manager ranked within the top 40th percentile over trailing three and five year periods.	✔			✔			✔			✔				✔	
3. Less than four consecutive quarters of under performance relative to the benchmark.	✔			✔			✔			✔			✔		
4. Three-year down-market capture ratio less than the index.		✔		✔			✔			✔			✔		
5. Five-year down-market capture ratio less than the index.			✔		✔		✔			✔			✔		
*Only 3 yr data available															

City of Cocoa General Employees Retirement System

Compliance Checklist as of September 30, 2019

Manager Compliance:	PIMCO AA*			American			BlackRock			Wells Fargo			Vang. 500		
	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A
1. Manager outperformed the index over the trailing three and five year period.	✔				✔				✔	✔					✔
2. Manager ranked within the top 40th percentile over trailing three and five year period.		✔			✔				✔	✔					✔
3. Less than four consecutive quarters of under performance relative to the benchmark.	✔			✔					✔	✔			✔		
4. Three-year down-market capture ratio less than the index.	✔					✔			✔	✔					✔
5. Five-year down-market capture ratio less than the index.		✔				✔			✔			✔			✔
*Only 3 yr data available															

City of Fort Myers General Employees' Pension Fund

Compliance Checklist as of September 30, 2012

Plan Commentary:	Plan Reccomendations:

Total Fund Policy

Allocation Mandate	Weight (%)
Oct-1988	
Cocoa General Total Fund Policy History	100.00
Jan-2008	
Russell 3000 Index	45.00
MSCI EAFE Index	15.00
ICE BofAML Govt/ Corp Master	40.00
Jan-2009	
Russell 3000 Index	50.00
MSCI EAFE Index	10.00
Bloomberg Barclays Intermed Aggregate Index	35.00
Bloomberg Barclays U.S. TIPS Index	5.00
Oct-2010	
Russell 3000 Index	45.00
MSCI AC World ex USA	15.00
Bloomberg Barclays Intermed Aggregate Index	40.00
Oct-2011	
Russell 3000 Index	45.00
MSCI AC World ex USA	15.00
Bloomberg Barclays Intermed Aggregate Index	30.00
NCREIF Fund Index-Open End Diversified Core (EW)	10.00
Oct-2013	
Russell 3000 Index	45.00
MSCI AC World ex USA	15.00
Bloomberg Barclays Intermed Aggregate Index	20.00
FTSE World Government Bond Index	5.00
Blmbg. Barc. U.S. TIPS 1-10 Year	5.00
NCREIF Fund Index-Open End Diversified Core (EW)	10.00
Nov-2015	
Russell 3000 Index	45.00
MSCI AC World ex USA	15.00
Bloomberg Barclays Intermed Aggregate Index	15.00
FTSE World Government Bond Index	5.00
Blmbg. Barc. U.S. TIPS 1-10 Year	5.00
NCREIF Fund Index-Open End Diversified Core (EW)	10.00
WW Income Fund Index	5.00
Feb-2018	
Russell 3000 Index	45.00
MSCI AC World ex USA	15.00
Bloomberg Barclays Intermed Aggregate Index	10.00
FTSE World Government Bond Index	5.00
Blmbg. Barc. U.S. TIPS 1-10 Year	5.00
Total BlackRock Policy	5.00
NCREIF Fund Index-Open End Diversified Core (EW)	15.00

Total Equity Policy

Allocation Mandate	Weight (%)
Jan-1979	
Russell 3000 Index	75.00
MSCI EAFE Index	25.00
Jan-2009	
Russell 3000 Index	85.00
MSCI EAFE Index	15.00
Oct-2010	
Russell 3000 Index	75.00
MSCI AC World ex USA	25.00

Total Domestic Equity Policy

Allocation Mandate	Weight (%)
Jan-1979	
Russell 3000 Index	100.00

Total International Equity Policy

Allocation Mandate	Weight (%)
Jan-1970	
MSCI EAFE Index	100.00
Oct-2010	
MSCI AC World ex USA	100.00

Total Fixed Income Policy

Allocation Mandate	Weight (%)
Apr-2004	
ICE BofAML Govt/ Corp Master	100.00
Jan-2009	
Bloomberg Barclays Intermed Aggregate Index	100.00

Total Domestic Fixed Income Policy

Allocation Mandate	Weight (%)
Apr-2004	
ICE BofAML Govt/ Corp Master	100.00
Jan-2009	
Bloomberg Barclays Intermed Aggregate Index	100.00

Total Global Fixed Income Policy

Allocation Mandate	Weight (%)
Jun-2013	
FTSE World Government Bond Index	100.00

As of September 30, 2019

Comparative Performance

	QTR	1 YR	3 YR	5 YR	7 YR	10 YR	15 YR
LM BW Dynamic Large Cap Value Composite	1.39	0.79	11.39	8.20	13.50	13.81	N/A
Russell 1000 Value Index	1.36	4.00	9.43	7.79	11.30	11.46	7.82
IM U.S. Large Cap Value Equity (SA+CF) Median	1.63	2.14	10.45	8.20	11.93	11.97	8.77
Vanguard 500 Idx;Adm (VFIAX)	1.69	4.22	13.36	10.80	13.22	13.21	8.99
S&P 500 Index	1.70	4.25	13.39	10.84	13.26	13.24	9.01
IM S&P 500 Index (MF) Median	1.62	3.94	13.03	10.42	12.78	12.76	8.66
WellsFargo:Sp SCV;I (ESPNX)	0.74	-3.34	8.28	9.00	12.05	N/A	N/A
Russell 2500 Value Index	0.13	-4.35	6.87	6.98	10.13	11.00	8.09
IM U.S. SMID Cap Value Equity (MF) Median	-1.09	-9.44	5.10	5.10	8.99	9.90	7.17
Winslow Large Cap Growth	-0.32	3.65	18.33	13.80	15.43	14.97	11.75
Russell 1000 Growth Index	1.49	3.71	16.89	13.39	15.02	14.94	10.40
IM U.S. Large Cap Growth Equity (SA+CF) Median	0.74	3.90	16.14	12.77	14.66	14.54	10.43
American Funds EuPc;R6 (RERGX)	-1.59	1.14	7.38	5.02	7.10	6.07	N/A
MSCI AC World ex USA	-1.70	-0.72	6.85	3.39	5.50	4.93	6.14
IM International Multi-Cap Core Equity (MF) Median	-1.38	-2.72	5.44	2.81	5.49	4.55	4.79
AginCourt Intermediate Fixed Income	1.49	8.50	2.75	3.06	2.55	3.69	4.12
Bloomberg Barclays Intermediate US Govt/Credit Idx	1.37	8.17	2.40	2.68	2.15	3.05	3.59
IM U.S. Intermediate Duration (SA+CF) Median	1.42	7.99	2.68	2.93	2.45	3.40	4.02
Templeton GI Bond;Adv (TGBAX)	-3.34	1.04	3.84	0.80	1.96	3.82	6.13
FTSE World Government Bond Index	0.85	8.13	1.19	1.80	0.59	1.69	3.31
IM Global Fixed Income (MF) Median	1.01	7.65	2.29	2.16	1.70	3.03	3.87
PIMCO:All Asset;Inst (PAAIX)	-0.60	4.04	5.11	3.19	3.34	5.34	5.33
Blmbg. Barc. U.S. TIPS 1-10 Year	0.60	5.75	1.94	1.95	0.90	2.69	3.34
IM Flexible Portfolio (MF) Median	0.72	2.58	5.02	3.91	5.22	6.37	5.56
BlackRock:Mlt-A Inc;I (BIICX)	1.27	6.25	5.54	4.40	5.43	7.15	N/A
60 MSCI World/40 FTSE World	0.78	5.09	7.08	5.57	6.49	6.61	6.23
IM Flexible Portfolio (MF) Median	0.72	2.58	5.02	3.91	5.22	6.37	5.56
American Core Realty Fund, LP	1.44	6.80	7.60	9.13	10.05	10.03	7.50
NCREIF Fund Index-Open End Diversified Core (EW)	1.38	6.16	7.59	9.59	10.39	10.83	7.72
IM U.S. Open End Private Real Estate (SA+CF) Median	1.80	7.05	8.43	9.97	11.13	11.67	8.18

Returns for periods greater than one year are annualized.
Returns are expressed as percentages.

	Estimated Annual Fee (%)	Market Value ($)	Estimated Annual Fee ($)	Fee Schedule
Total Fund	**0.61**	**13,982,756**	**85,405**	
Legg Mason Dynamic Large Cap Value (LMBGX)	0.65	2,022,762	13,148	0.65 % of Assets
Vanguard 500 Index (VFIAX)	0.05	1,004,818	502	0.05 % of Assets
Wells Fargo Special Small Cap Value (ESPRX)	0.89	675,262	6,010	0.89 % of Assets
Winslow Large Cap Growth Fund	0.60	2,631,100	15,787	0.60 % of Assets
American EuroPacific Growth Fund (RERGX)	0.49	1,864,329	9,135	0.49 % of Assets
Agincourt Capital Management, Inc.	0.25	1,416,533	3,541	0.25 % of Assets
Templeton Global Bond Fund (TGBAX)	0.64	669,073	4,282	0.64 % of Assets
PIMCO All Asset (PAAIX)	0.88	670,455	5,900	0.88 % of Assets
Blackrock Multi-Asset Income Fund (BIICX)	0.55	757,080	4,164	0.55 % of Assets
American Core Realty Fund	1.10	2,085,100	22,936	1.10 % of Assets
Receipt and Disbursement		186,244	-	

Active Return - Arithmetic difference between the manager's performance and the designated benchmark return over a specified time period.

Alpha - A measure of the difference between a portfolio's actual performance and its expected return based on its level of risk as determined by beta. It determines the portfolio's non-systemic return, or its historical performance not explained by movements of the market.

Beta - A measure of the sensitivity of a portfolio to the movements in the market. It is a measure of the portfolio's systematic risk.

Consistency - The percentage of quarters that a product achieved a rate of return higher than that of its benchmark. Higher consistency indicates the manager has contributed more to the product's performance.

Distributed to Paid In (DPI) - The ratio of money distributed to Limited Partners by the fund, relative to contributions. It is calculated by dividing cumulative distributions by paid in capital. This multiple shows the investor how much money they got back. It is a good measure for evaluating a fund later in its life because there are more distributions to measure against.

Down Market Capture - The ratio of average portfolio performance over the designated benchmark during periods of negative returns. A lower value indicates better product performance

Downside Risk - A measure similar to standard deviation that utilizes only the negative movements of the return series. It is calculated by taking the standard deviation of the negative quarterly set of returns. A higher factor is indicative of a riskier product.

Excess Return - Arithmetic difference between the manager's performance and the risk-free return over a specified time period.

Excess Risk - A measure of the standard deviation of a portfolio's performance relative to the risk free return.

Information Ratio - This calculates the value-added contribution of the manager and is derived by dividing the active rate of return of the portfolio by the tracking error. The higher the Information Ratio, the more the manager has added value to the portfolio.

Public Market Equivalent (PME) - Designs a set of analyses used in the Private Equity Industry to evaluate the performance of a Private Equity Fund against a public benchmark or index.

R-Squared - The percentage of a portfolio's performance that can be explained by the behavior of the appropriate benchmark. A high R-Squared means the portfolio's performance has historically moved in the same direction as the appropriate benchmark.

Return - Compounded rate of return for the period.

Sharpe Ratio - Represents the excess rate of return over the risk free return divided by the standard deviation of the excess return. The result is an absolute rate of return per unit of risk. A higher value demonstrates better historical risk-adjusted performance.

Standard Deviation - A statistical measure of the range of a portfolio's performance. It represents the variability of returns around the average return over a specified time period.

Total Value to Paid In (TVPI) - The ratio of the current value of remaining investments within a fund, plus the total value of all distributions to date, relative to the total amount of capital paid into the fund to date. It is a good measure of performance before the end of a fund's life

Tracking Error - This is a measure of the standard deviation of a portfolio's returns in relation to the performance of its designated market benchmark.

Treynor Ratio - Similar to Sharpe ratio but utilizes beta rather than excess risk as determined by standard deviation. It is calculated by taking the excess rate of return above the risk free rate divided by beta to derive the absolute rate of return per unit of risk. A higher value indicates a product has achieved better historical risk-adjusted performance.

Up Market Capture - The ratio of average portfolio performance over the designated benchmark during periods of positive returns. A higher value indicates better product performance.

AndCo compiled this report for the sole use of the client for which it was prepared. AndCo is responsible for evaluating the performance results of the Total Fund along with the investment advisors by comparing their performance with indices and other related peer universe data that is deemed appropriate. AndCo uses the results from this evaluation to make observations and recommendations to the client.

AndCo uses time-weighted calculations which are founded on standards recommended by the CFA Institute. The calculations and values shown are based on information that is received from custodians. AndCo analyzes transactions as indicated on the custodian statements and reviews the custodial market values of the portfolio. As a result, this provides AndCo with a reasonable basis that the investment information presented is free from material misstatement. This methodology of evaluating and measuring performance provides AndCo with a practical foundation for our observations and recommendations. Nothing came to our attention that would cause AndCo to believe that the information presented is significantly misstated.

This performance report is based on data obtained by the client's custodian(s), investment fund administrator, or other sources believed to be reliable. While these sources are believed to be reliable, the data providers are responsible for the accuracy and completeness of their statements. Clients are encouraged to compare the records of their custodian(s) to ensure this report fairly and accurately reflects their various asset positions.

The strategies listed may not be suitable for all investors. We believe the information provided here is reliable, but do not warrant its accuracy or completeness. Past performance is not an indication of future performance. Any information contained in this report is for informational purposes only and should not be construed to be an offer to buy or sell any securities, investment consulting, or investment management services.

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Burgess Chambers & Associates, Inc.

Institutional Investment Advisors

www.burgesschambers.com

September 30, 2019

Cocoa Police Officers' Retirement System

Investment Performance
Period Ending
September 30, 2019

The following investment information was prepared by BCA, relying upon data from statements provided by the plan custodian and/or investment manager(s).
BCA reviews transactions provided by the custodian and uses reasonable care to ensure the accuracy of the data contained herein.
However, BCA cannot guarantee the accuracy of the custodian's statement.

Cocoa Police Officers' Retirement System
BCA Market Perspective ©
What Is BREXIT and Why Does It Matter?
October 2019

Larry M. Cole



The term Brexit has been in the news constantly for the past three years. While most Americans have heard the term tossed around, many are confused by what Brexit actually means and the impact it may have on the U.S. To better understand Brexit, it's important to have some background.

In 1993, several nations, mostly in Europe, joined together to form what is now known as the European Union (EU). The main purpose of the EU was to create cross-border coordination, to allow for the free movement of people, goods, services and capital within the region, to enact common laws and to maintain common policies with regard to trade and regional devlopment. Currently, 28 member countries are committed to the EU.

In June 2016, the United Kingdom, through a public referendum, voted to leave the EU. The term "Brexit" became the term used to describe the British exiting the EU. The move has been very controversial and hotly debated, with those who support leaving the EU advocating for more direct control over their own future, including more autonomy regarding immigration and economic policy.

There have been numerous delays and passionate arguments regarding exactly how and when (and even if) Brexit will occur. If it does, it begs the question: "Should this matter to most Americans and, if so – why?" Most believe it does matter for the following reasons:

- Large multinational companies in the U.S. derive a significant amount of business from both the UK and the EU.
- Many U.S. companies have a strong presence in London as it is seen as the gateway to European markets. Brexit would force them to shift current or establish new offices/operations in other EU countries, accruing additional costs and impacting earnings.
- The British pound has seen a significant decline in the value as a result of Brexit. A weaker pound makes travel to the U.S. more expensive, potentially reducing visitors from the UK and hurting companies that rely on tourism.
- A weaker pound makes U.S. dollar denominated goods more expensive, potentially reducing UK demand for U.S. exports.
- Free and seamless movement of goods and services throughout the EU could be inhibited by tariffs and/or additional taxes.

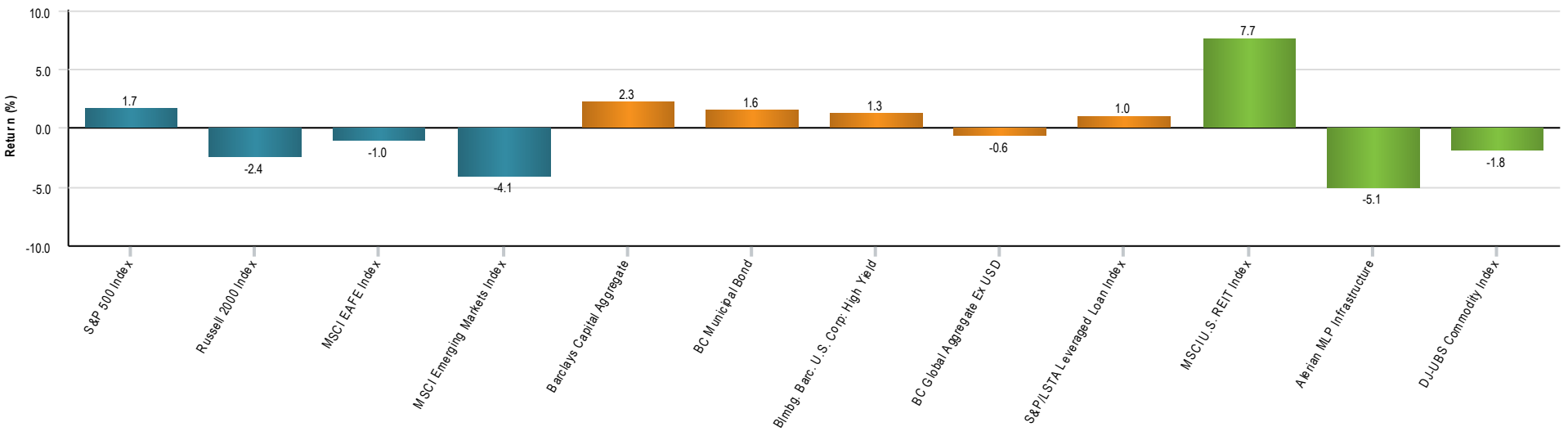
Regardless of how Brexit ultimately unfolds, U.S. companies are closely monitoring the impact of the changes to their lines of business. Even negative news would be an improvement from the uncertainty, as speculation always leads to increased volatility in markets, both domestically and abroad. The sooner we see a resolution to the Brexit debate, the better for financial markets.

Disclosure: All expressions of opinion reflect the judgment of the author as of the date of publication and are subject to change. Content should not be regarded as a complete analysis of the subjects discussed or as personalized investment advice. All investment strategies have the potential for profit or loss. References to market performance in publications do not represent the returns achieved by Burgess Chambers & Associates or any of its advisory clients.

Quarterly Market Summary

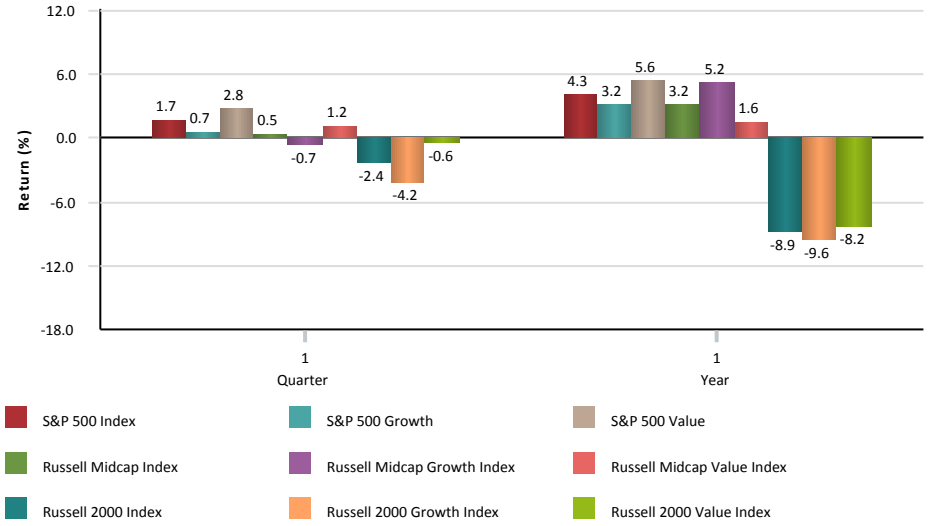
September 30, 2019

1 Quarter Performance



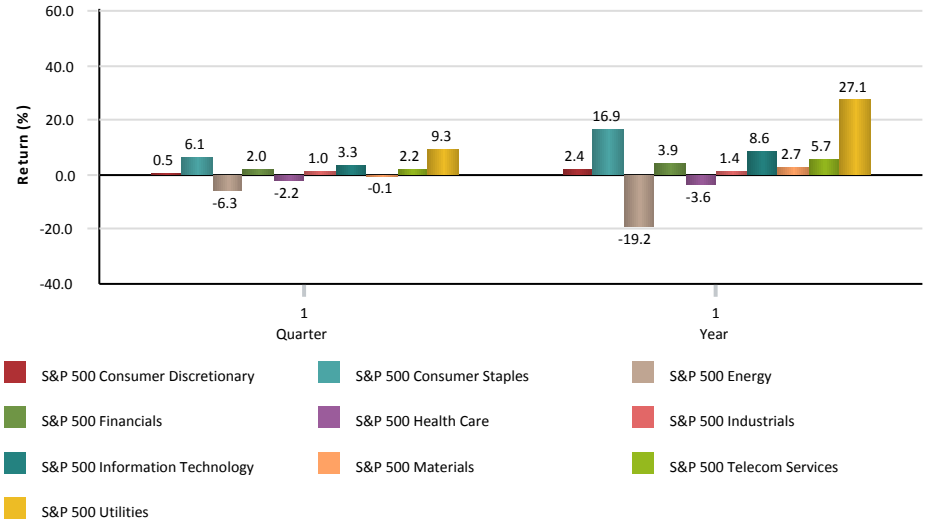
Source: Investment Metrics, LLC

US Market Indices Performance



Source: Investment Metrics, LLC

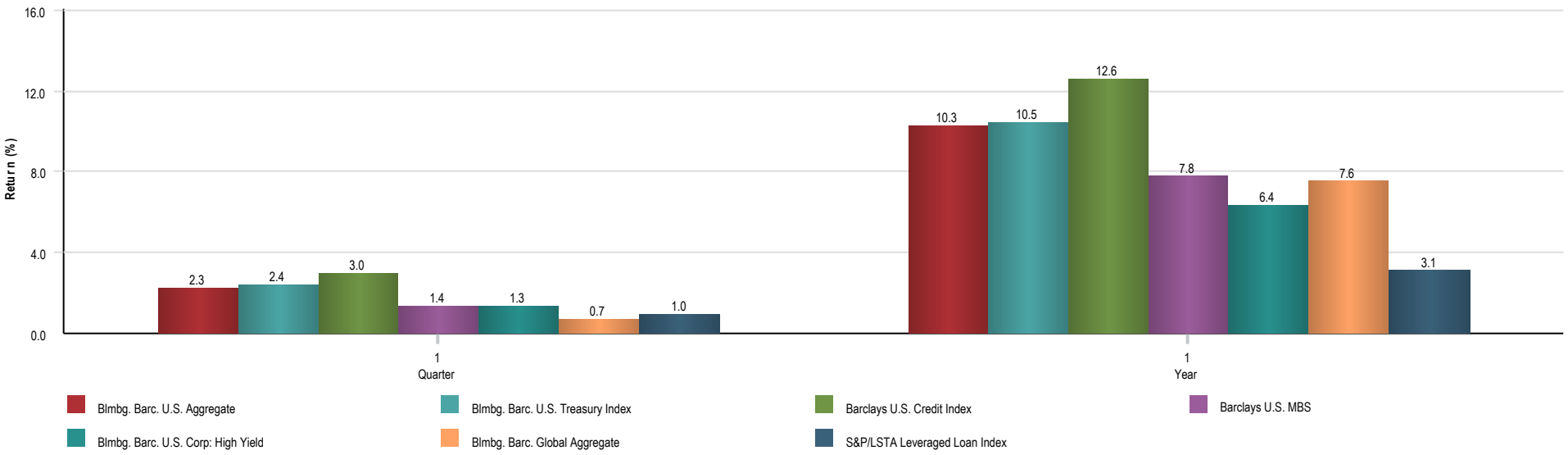
US Market Sector Performance



Source: Investment Metrics, LLC

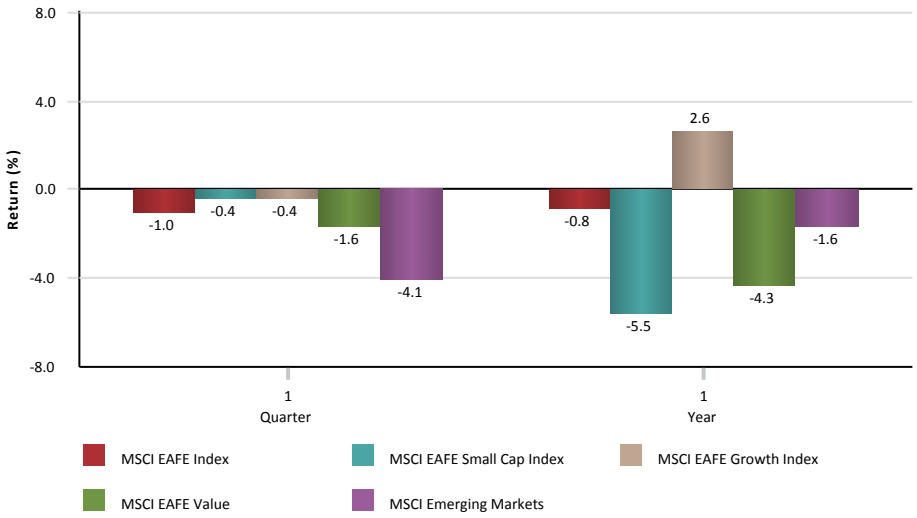
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Fixed Income Market Sector Performance



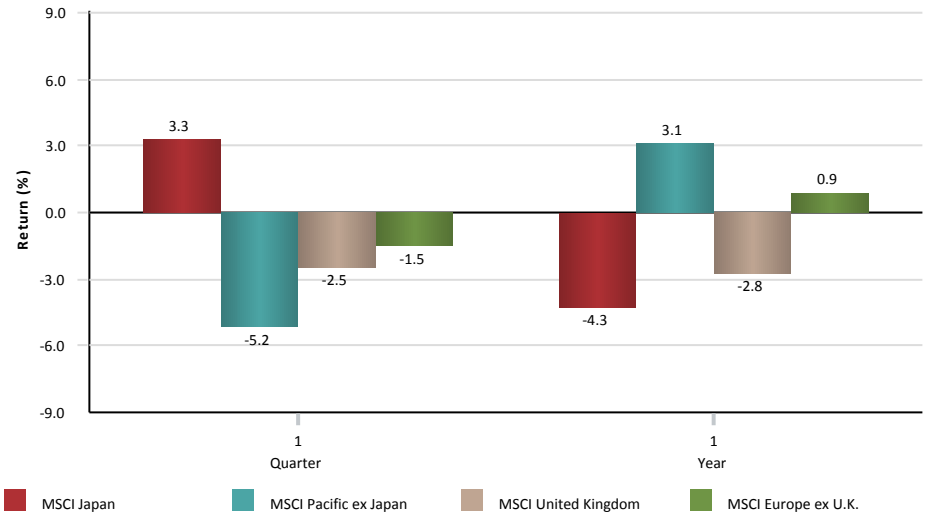
Source: Investment Metrics, LLC

Intl Equity Indices Performance



Source: Investment Metrics, LLC

Intl Equity Region Performance



Source: Investment Metrics, LLC

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Cocoa Police Officers' Retirement System
Total Fund
Investment Summary
September 30, 2019

- For the quarter, the System earned $358K or +1.2% gross (+1.1% net), ahead of the strategic model (+1.0%) and ranked in the **top 18th percentile**. The top three performing asset categories were: Westwood large cap value (+4.3%, top 3rd), Cohen & Steers infrastructure (+3.5%, top 19th) and Lazard infrastructure (+3.3%, top 26th).

- For the first nine months of 2019, the System earned $4.2 million or +14.9% net and ranked in the **top 5th percentile**.

- For the Fiscal-year, the System earned $1.6 million or +5.6% gross (+5.1% net), ahead of the strategic model (+4.9%) and ranked in the **top 17th percentile**. The best three performing asset categories were: Cohen & Steers infrastructure (+18.4%, top 23rd), Lazard infrastructure (+14.1%) and Vanguard intermediate-term bonds (+12.6%, top 2nd).

- **For the three-year period, the Retirement System earned $6.3 million or +7.8% gross (+7.3% net), ahead of the strategic model (+7.4%)**.

- **For the five-year period, the System earned $8.1 million, averaged +6.2% per year (+5.6% net), ahead of the strategic model (+6.0%).**

- July 2019: $400K was raised in the following manner to cover the next quarter's expenses/benefit payments: $200,400 from Vanguard Intermediate Bonds and $199,600 from Vanguard Intermediate Corporate Bonds. Additionally, residual income credited to the liquidated Adelante account was moved to the custody account.

- August 2019: The 2018 Premium Tax Distribution in the amount of $182,386 was deposited. Additionally, in anticipation of the upcoming TA Realty capital call, $500K was raised from Vanguard Intermediate Bonds and $500K from Vanguard Intermediate Corporate Bonds. The proceeds, plus an additional $200K of existing cash was invested in the Vanguard Short-Term Corporate Bond mutual fund. The decision to invest the funds earmarked for the capital call in the short-term mutual fund until the capital call date, resulted in approximately $6,200 in savings.

- September 2019: Funds were raised in the following manner for the October 1st TA Realty capital call and to cover upcoming expenses and benefit payments: $1.198 million from Vanguard Short-Term Corporate Bonds, $100K from Vanguard Intermediate Bonds and $490K from Westwood MLPs.

Cocoa Police Officers' Retirement System
Total Fund
Manager Commentary
September 30, 2019

1) Westwood's large-cap value product was ahead of the benchmark for the quarter (+4.3% vs. +2.3%, top 3rd) and one-year period (+7.4% vs. +4.9%, top 13th). Five-year results ranked in the top 12th percentile.

2) Voya large-cap growth beat its benchmark for the quarter (+2.1% vs. +1.2%, top 22nd) and one-year (+4.5% vs. +3.8%). The product earned, on average, +13.3% per year for the last five years (top 41st).

3) The iShares core S&P 400 index product tracked the benchmark for all periods, earning +8.9%, on average, for the five-year period. These results ranked in the top 21st percentile.

4) Virtus Ceredex small-cap value beat its benchmark for all periods and rankings were above average. Five-year performance ranked in the top 4th percentile.

5) The Cohen & Steers CIT product and Lazard Global Listed Infrastructure mutual fund beat the benchmark for the quarter (+3.5% and +3.3% vs. +2.5%), ranking in the top 19th and 26th percentiles, respectively.

6) The Westwood pipeline product was liquidated in September and the proceeds were used to fund a portion of the October 1st TA Realty Core Property Fund capital call.

7) SSI's convertible product was behind the benchmark for the quarter (-0.3% vs. +0.1%). Five-year results were similar to the benchmark (+6.4% vs. +6.8%) and ranked in the 60th percentile. Results are consistent with the firm's conservative approach.

8) American Funds Euro-Pacific Growth was behind the benchmark for the quarter (-1.5% vs. -1.0%, top 41st), but was ahead for all other periods. Five-year results (+5.5% vs. +3.8%) ranked in the top 18th percentile.

9) The $1.5 million Barings Core Property Fund capital call was wired on July 1st and the $1.5 million TA Realty Core Property Fund capital call was funded on October 1st.

10) Vanguard intermediate-term and intermediate-term corporate mutual funds combined results were similar to the benchmark for the quarter (+2.2% vs. +2.3%) and ahead for the one-year (+11.9% vs. +10.3%, top 3rd).

Cocoa Police Officers' Retirement System
Total Fund
Investment Policy Review
September 30, 2019

	Yes	No
Annualized three-year total Fund performance (gross) achieved the 7.5% actuarial assumption rate.	☒	☐
Annualized three-year total Fund performance(gross) achieved the annualized Strategic Model.	☒	☐
Annualized three-year total Fund performance ranked in the top 50th percentile (Actual: 59th).	☐	☒
Annualized five-year total Fund performance (gross) achieved the 7.5% actuarial assumption rate.	☐	☒
Annualized five-year total Fund performance (gross) achieved the annualized Strategic Model.	☒	☐
Annualized five-year total Fund performance ranked in the top 50th percentile (Actual: 63rd).	☐	☒
Annualized three-year Westwood Large Cap Value performance achieved the 50/50 LCV Benchmark.	☒	☐
Annualized three-year Westwood Large Cap Value portfolio ranked in the top 50th percentile.	☒	☐
Annualized five-year Westwood Large Cap Value performance achieved the 50/50 LCV Benchmark.	☒	☐
Annualized five-year Westwood Large Cap Value portfolio ranked in the top 50th percentile.	☒	☐
Annualized three-year Voya Large Cap Growth performance achieved the 50/50 LCG Benchmark.	☒	☐
Annualized three-year Voya Large Cap Growth portfolio ranked in the top 50th percentile.	☒	☐
Annualized five-year Voya Large Cap Growth performance achieved the 50/50 LCG Benchmark.	☒	☐
Annualized five-year Voya Large Cap Growth portfolio ranked in the top 50th percentile.	☒	☐
Annualized three-year Virtus Ceredex Small Cap Value performance achieved the Russell 2000 Value Index.	☒	☐
Annualized three-year Virtus Ceredex Small Cap Value portfolio ranked in the top 50th percentile.	☒	☐
Annualized five-year Virtus Ceredex Small Cap Value performance achieved the Russell 2000 Value Index.	☒	☐
Annualized five-year Virtus Ceredex Small Cap Value portfolio ranked in the top 50th percentile.	☒	☐

Cocoa Police Officers' Retirement System
Total Fund
Investment Policy Review (continued)
September 30, 2019

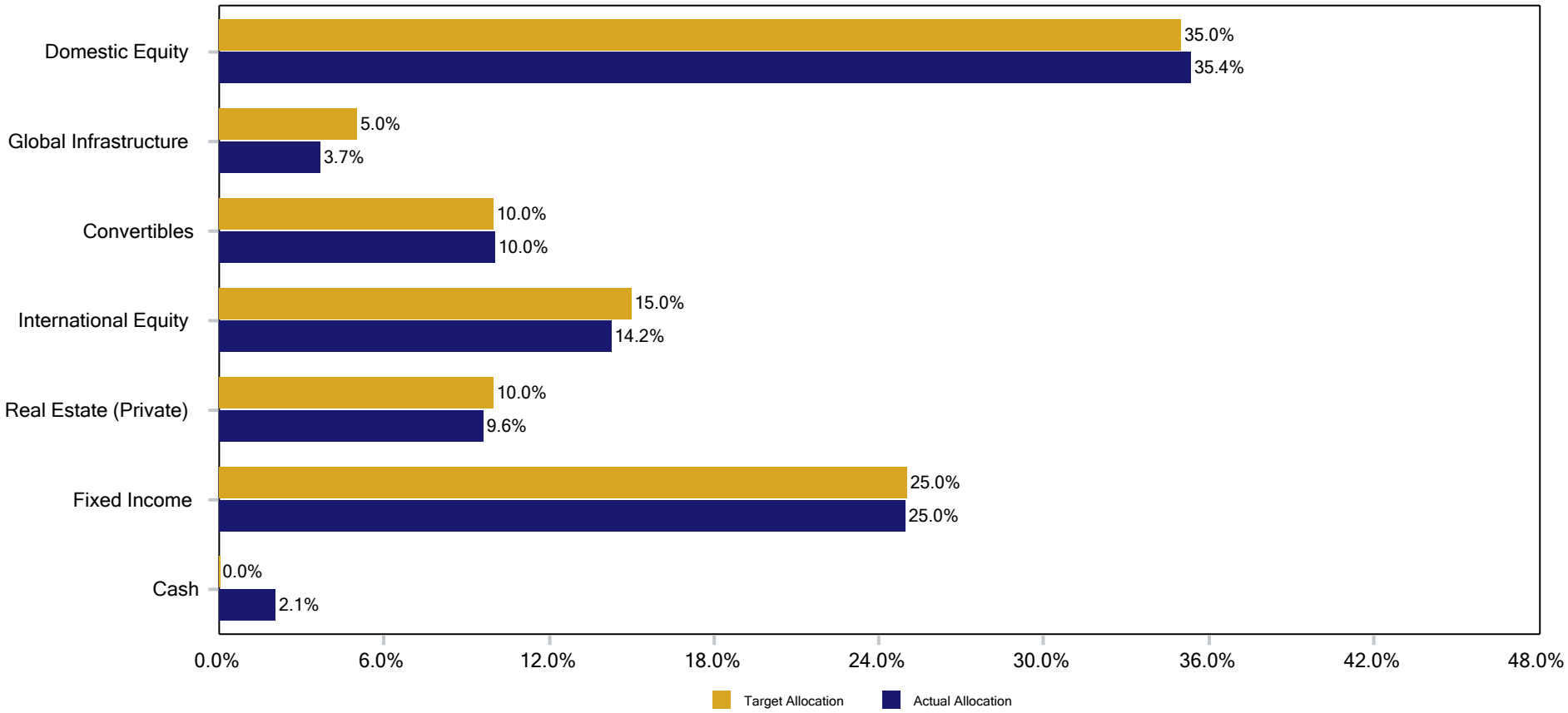
	Yes	No
Annualized three-year SSI Convertibles performance achieved the ML Convertible Index.	☐	☒
Annualized three-year SSI Convertibles portfolio ranked in the top 50th percentile (Actual: 57th).	☐	☒
Annualized five-year SSI Convertibles performance achieved the ML Convertible Index (+6.4% vs. +6.8%).	☐	☒
Annualized five-year SSI Convertibles portfolio ranked in the top 50th percentile (Actual: 60th).	☐	☒
Annualized three-year EuroPacific International performance achieved the MSCI EAFE.	☒	☐
Annualized three-year EuroPacific International portfolio ranked in the top 50th percentile.	☒	☐
Annualized five-year EuroPacific International performance achieved the MSCI EAFE.	☒	☐
Annualized five-year EuroPacific International portfolio ranked in the top 50th percentile.	☒	☐
Annualized three-year Total Fixed Income performance achieved the Fixed Income Benchmark[1].	☒	☐
Annualized three-year Total Fixed Income portfolio ranked in the top 50th percentile.	☒	☐
Annualized five-year Total Fixed Income performance achieved the Fixed Income Benchmark.	☒	☐
Annualized five-year Total Fixed Income portfolio ranked in the top 50th percentile.	☒	☐
No more than 5% of the Fund's assets (at cost) were invested in common or capital stock of an issuing company.	☒	☐
Equity securities were within 70% of the Fund's assets at market value.	☒	☐
Foreign securities were within 25% of the Fund's assets at market value.	☒	☐
PFIA Compliant.	☒	☐

[1] Total Fixed Income is comprised of Virtus Seix Total Return Bond + Vanguard Intermediate Term + Vanguard Intermediate-Term Corporate bond funds.

Cocoa Police Officers' Retirement System
Investment Performance - Net
September 30, 2019

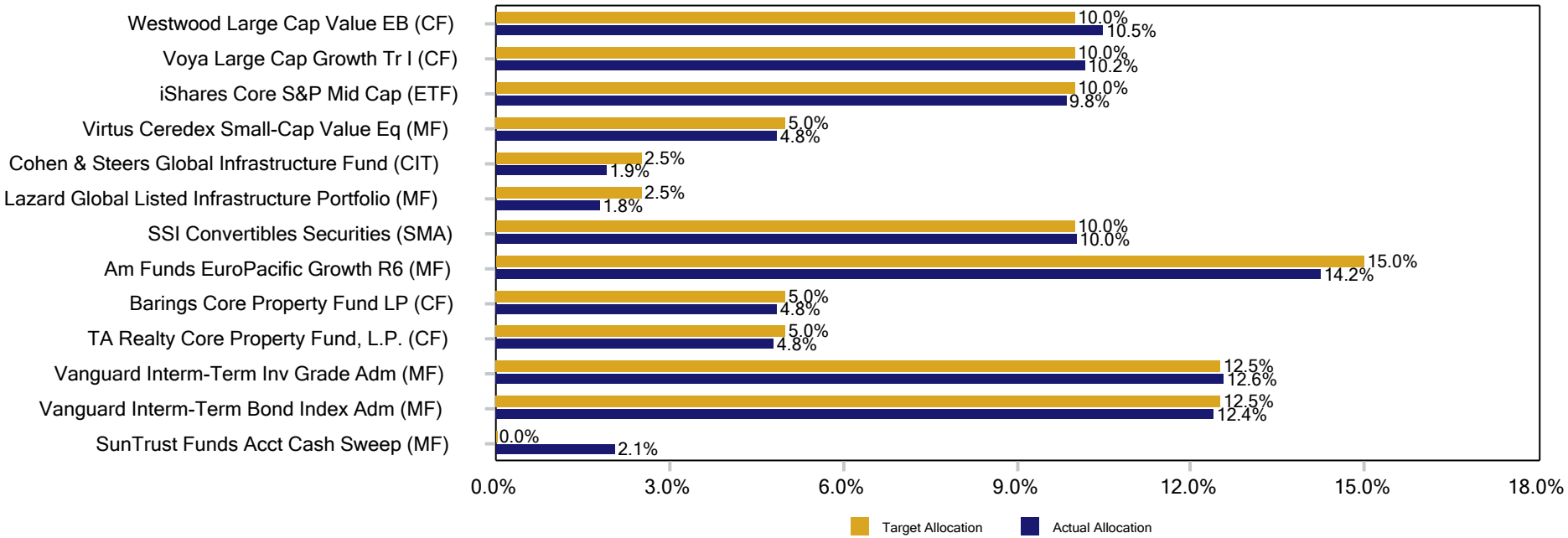
	Quarter	CYTD	One Year	Three Years	Five Years
Beginning Market Value	31,186,412	27,668,831	30,221,043	27,670,986	26,885,680
Contributions	-205,584	-488,994	-469,958	-2,665,189	-3,683,409
Gain/Loss	358,490	4,159,480	1,588,233	6,333,519	8,137,046
Ending Market Value	31,339,317	31,339,317	31,339,317	31,339,317	31,339,317
Total Fund (%)	1.1	14.9	5.1	7.3	5.6
Strategic Model (%)	1.0	14.6	4.9	7.4	6.0

Cocoa Police Officers' Retirement System
Actual vs. Target Asset Allocation
September 30, 2019



	Market Value Actual $	Percent Actual	Percent Target	Percent Difference
Total Fund	31,339,317	100.0	100.0	0.0
Domestic Equity	11,083,731	35.4	35.0	0.4
Global Infrastructure	1,162,978	3.7	5.0	-1.3
Convertibles	3,144,828	10.0	10.0	0.0
International Equity	4,465,580	14.2	15.0	-0.8
Real Estate (Private)	3,017,063	9.6	10.0	-0.4
Fixed Income	7,819,626	25.0	25.0	0.0
Cash	645,512	2.1	0.0	2.1

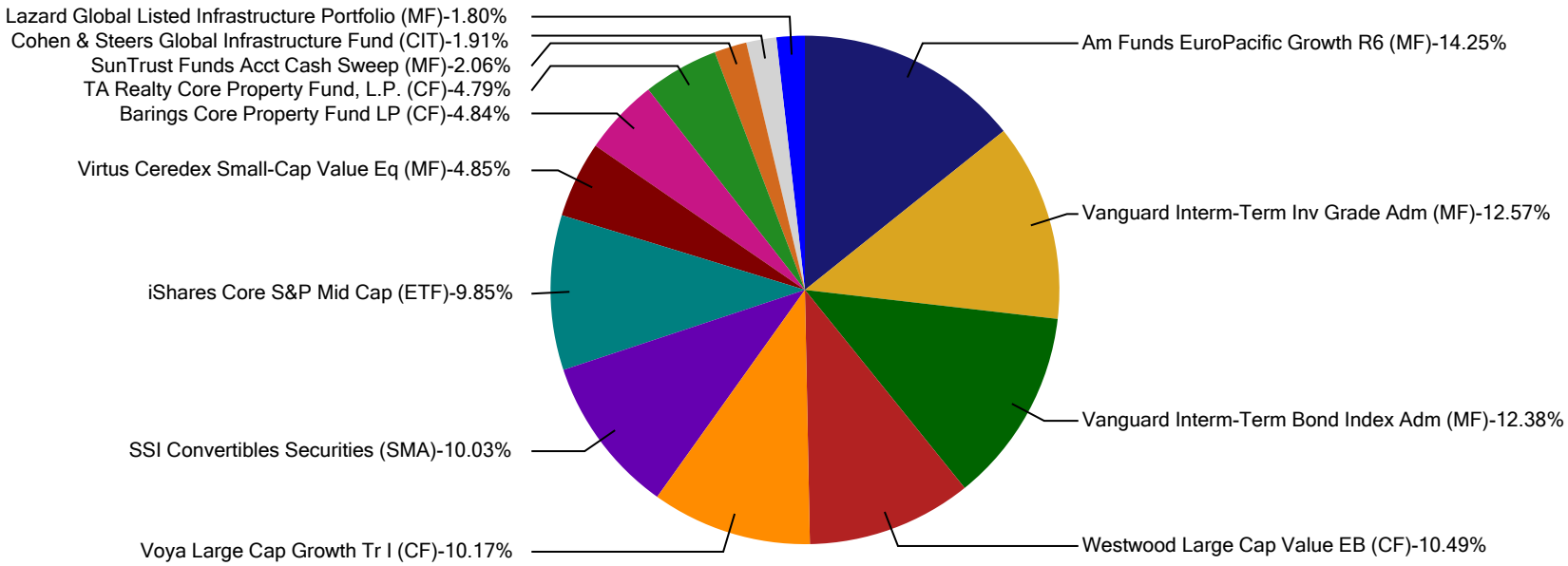
Cocoa Police Officers' Retirement System
Actual vs. Target Asset Allocation
September 30, 2019



	Market Value Actual $	Percent Actual	Percent Target	Percent Difference
Total Fund	31,339,317	100.0	100.0	0.0
Westwood Large Cap Value EB (CF)	3,288,781	10.5	10.0	0.5
Voya Large Cap Growth Tr I (CF)	3,188,585	10.2	10.0	0.2
iShares Core S&P Mid Cap (ETF)	3,086,656	9.8	10.0	-0.2
Virtus Ceredex Small-Cap Value Eq (MF)	1,519,709	4.8	5.0	-0.2
Cohen & Steers Global Infrastructure Fund (CIT)	598,009	1.9	2.5	-0.6
Lazard Global Listed Infrastructure Portfolio (MF)	564,968	1.8	2.5	-0.7
SSI Convertibles Securities (SMA)	3,144,828	10.0	10.0	0.0
Am Funds EuroPacific Growth R6 (MF)	4,465,580	14.2	15.0	-0.8
Barings Core Property Fund LP (CF)	1,517,063	4.8	5.0	-0.2
TA Realty Core Property Fund, L.P. (CF)	1,500,000	4.8	5.0	-0.2
Vanguard Interm-Term Inv Grade Adm (MF)	3,939,117	12.6	12.5	0.1
Vanguard Interm-Term Bond Index Adm (MF)	3,880,509	12.4	12.5	-0.1
SunTrust Funds Acct Cash Sweep (MF)	645,512	2.1	0.0	2.1

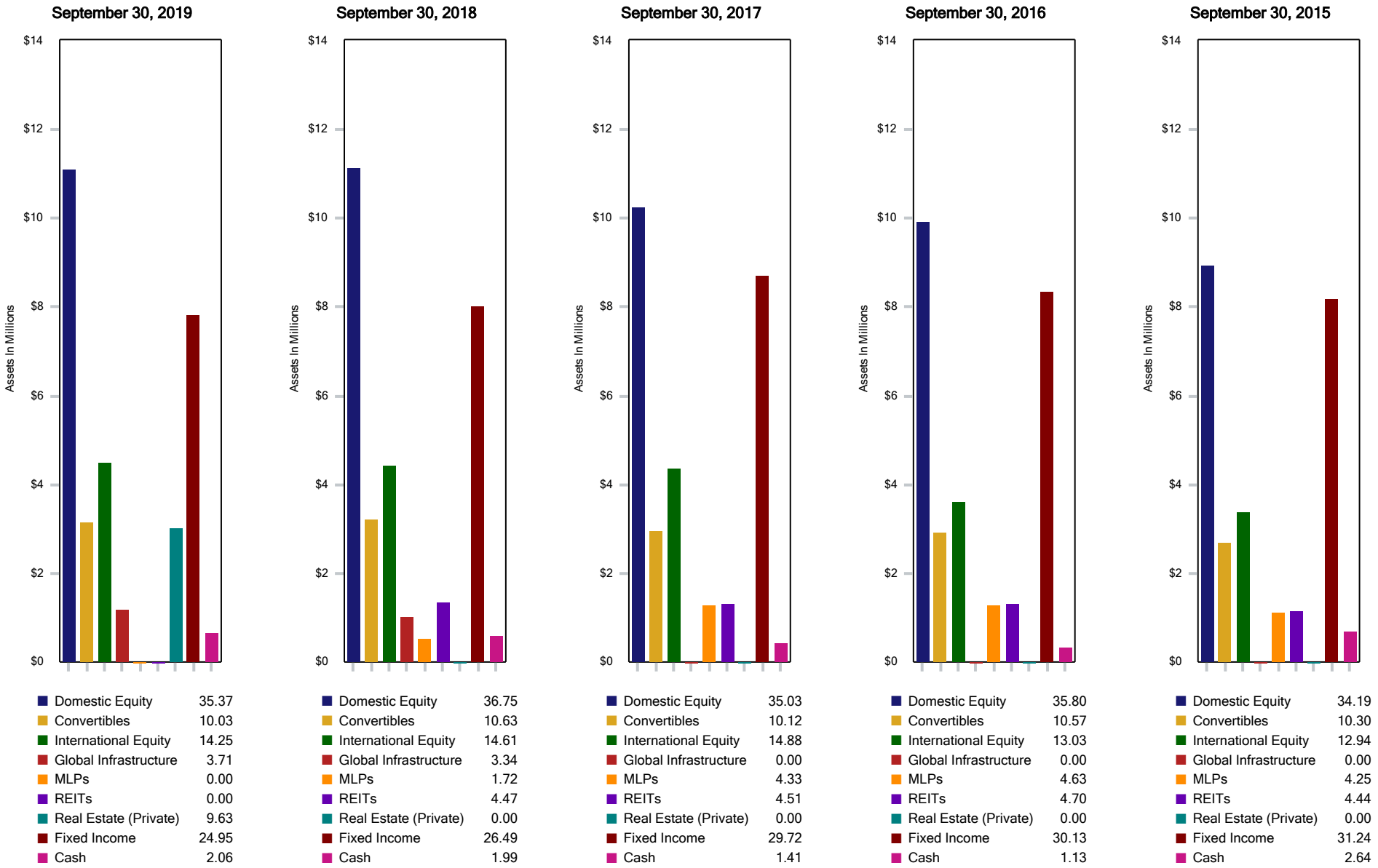
Cocoa Police Officers' Retirement System
Asset Allocation

September 30, 2019 : 31,339,317



	Market Value $	Allocation (%)
Am Funds EuroPacific Growth R6 (MF)	4,465,580	14.25
Vanguard Interm-Term Inv Grade Adm (MF)	3,939,117	12.57
Vanguard Interm-Term Bond Index Adm (MF)	3,880,509	12.38
Westwood Large Cap Value EB (CF)	3,288,781	10.49
Voya Large Cap Growth Tr I (CF)	3,188,585	10.17
SSI Convertibles Securities (SMA)	3,144,828	10.03
iShares Core S&P Mid Cap (ETF)	3,086,656	9.85
Virtus Ceredex Small-Cap Value Eq (MF)	1,519,709	4.85
Barings Core Property Fund LP (CF)	1,517,063	4.84
TA Realty Core Property Fund, L.P. (CF)	1,500,000	4.79
SunTrust Funds Acct Cash Sweep (MF)	645,512	2.06
Cohen & Steers Global Infrastructure Fund (CIT)	598,009	1.91
Lazard Global Listed Infrastructure Portfolio (MF)	564,968	1.80

Cocoa Police Officers' Retirement System
Historical Asset Allocation
September 30, 2019



	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016	September 30, 2015
Domestic Equity	35.37	36.75	35.03	35.80	34.19
Convertibles	10.03	10.63	10.12	10.57	10.30
International Equity	14.25	14.61	14.88	13.03	12.94
Global Infrastructure	3.71	3.34	0.00	0.00	0.00
MLPs	0.00	1.72	4.33	4.63	4.25
REITs	0.00	4.47	4.51	4.70	4.44
Real Estate (Private)	9.63	0.00	0.00	0.00	0.00
Fixed Income	24.95	26.49	29.72	30.13	31.24
Cash	2.06	1.99	1.41	1.13	2.64

Cocoa Police Officers' Retirement System
Asset Allocation & Performance - Gross
September 30, 2019

	Market Value	QTD ROR - Rank	CYTD ROR - Rank	1 Year ROR - Rank	3 Year ROR - Rank	5 Year ROR - Rank
Total Fund	**31,339,317**	**1.2 (18)**	**15.3 (5)**	**5.6 (17)**	**7.8 (59)**	**6.2 (62)**
Strategic Model		1.0	14.6	4.9	7.4	6.0
Equity	**19,857,117**	**0.8**	**17.9**	**3.3**	**9.8**	**7.3**
Domestic Equity	**11,083,731**	**2.0**	**19.7**	**2.2**	**12.3**	**10.8**
Westwood Large Cap Value EB (CF)	**3,288,781**	**4.3 (3)**	**21.2 (16)**	**7.4 (13)**	**13.6 (11)**	**10.8 (12)**
50% S&P 500 + 50% S&P 500 Value		2.3	20.3	4.9	12.0	9.7
Voya Large Cap Growth Tr I (CF)	**3,188,585**	**2.1 (22)**	**22.1 (53)**	**4.5 (49)**	**16.5 (48)**	**13.3 (41)**
50% S&P 500 + 50% S&P 500 Growth		1.2	20.8	3.8	14.6	11.8
iShares Core S&P Mid Cap (ETF)	**3,086,656**	**-0.1**	**17.9**	**-2.4**	**9.4**	**8.9**
S&P MidCap 400 Index		-0.1	17.9	-2.5	9.4	8.9
Virtus Ceredex Small-Cap Value Eq (MF)	**1,519,709**	**1.5**	**15.9**	**-3.6**	**6.9**	**9.5**
Russell 2000 Value Index		-0.6	12.8	-8.2	6.5	7.2
Global Infrastructure	**1,162,978**	**3.4**	**20.7**	**16.3**	**N/A**	**N/A**
Cohen & Steers Global Infrastructure Fund (CIT)	**598,009**	**3.5**	**22.8**	**18.4**	**N/A**	**N/A**
Lazard Global Listed Infrastructure Portfolio (MF)	**564,968**	**3.3**	**18.7**	**14.1**	**N/A**	**N/A**
FTSE Global Core Infrastructure 50/50 Index		2.5	21.4	18.5	10.6	8.3
Convertibles	**3,144,828**	**-0.3**	**12.6**	**2.4**	**7.8**	**6.4**
SSI Convertibles Securities (SMA)	**3,144,828**	**-0.3 (79)**	**12.6 (57)**	**2.4 (90)**	**7.8 (57)**	**6.4 (60)**
ML All Conv Ex.144A All Qual Index		0.1	13.8	3.0	9.2	6.8
International Equity	**4,465,580**	**-1.5 (38)**	**16.1 (18)**	**1.7 (25)**	**7.9 (19)**	**3.6 (42)**
Am Funds EuroPacific Growth R6 (MF)	**4,465,580**	**-1.5**	**16.1**	**1.7**	**7.9**	**5.5**
MSCI EAFE Index		-1.0	13.3	-0.8	7.0	3.8

Cocoa Police Officers' Retirement System
Asset Allocation & Performance - Gross
September 30, 2019

	Market Value	QTD ROR - Rank	CYTD ROR - Rank	1 Year ROR - Rank	3 Year ROR - Rank	5 Year ROR - Rank
Real Estate (Private)	**3,017,063**	**1.4**	**N/A**	**N/A**	**N/A**	**N/A**
Barings Core Property Fund LP (CF)	**1,517,063**	**1.4 (86)**	**N/A**	**N/A**	**N/A**	**N/A**
TA Realty Core Property Fund, L.P. (CF)	**1,500,000**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
NCREIF Fund Index-ODCE (VW)		1.3	3.8	5.6	7.3	9.3
Fixed Income	**7,819,626**	**2.2 (84)**	**10.2 (6)**	**11.9 (3)**	**3.7 (23)**	**3.9 (36)**
Vanguard Interm-Term Inv Grade Adm (MF)	**3,939,117**	**1.9**	**9.9**	**11.1**	**N/A**	**N/A**
Vanguard Interm-Term Bond Index Adm (MF)	**3,880,509**	**2.5**	**10.4**	**12.6**	**N/A**	**N/A**
Fixed Income Benchmark		2.3	8.5	10.3	2.9	3.4
Cash	**645,512**	**0.5**	**1.7**	**2.3**	**1.4**	**0.9**
SunTrust Funds Acct Cash Sweep (MF)	**645,512**	**0.5**	**1.7**	**2.3**	**1.4**	**0.9**
ICE BofAML 3 Month U.S. T-Bill		0.6	1.8	2.4	1.5	1.0

Cocoa Police Officers' Retirement System
Asset Allocation & Performance - Net
September 30, 2019

	Market Value	QTD ROR - Rank	CYTD ROR - Rank	1 Year ROR - Rank	3 Year ROR - Rank	5 Year ROR - Rank
Total Fund	**31,339,317**	**1.1**	**14.9**	**5.1**	**7.3**	**5.6**
Strategic Model		1.0	14.6	4.9	7.4	6.0
Equity	**19,857,117**	**0.7**	**17.3**	**2.6**	**9.1**	**6.6**
Domestic Equity	**11,083,731**	**1.9**	**19.2**	**1.6**	**11.7**	**10.1**
Westwood Large Cap Value EB (CF)	**3,288,781**	**4.1**	**20.5**	**6.6**	**12.7**	**9.9**
50% S&P 500 + 50% S&P 500 Value		2.3	20.3	4.9	12.0	9.7
Voya Large Cap Growth Tr I (CF)	**3,188,585**	**1.9**	**21.6**	**4.0**	**15.8**	**12.7**
50% S&P 500 + 50% S&P 500 Growth		1.2	20.8	3.8	14.6	11.8
iShares Core S&P Mid Cap (ETF)	**3,086,656**	**-0.1 (74)**	**17.9 (71)**	**-2.5 (76)**	**9.3 (42)**	**8.8 (21)**
S&P MidCap 400 Index		-0.1	17.9	-2.5	9.4	8.9
Virtus Ceredex Small-Cap Value Eq (MF)	**1,519,709**	**1.2 (24)**	**14.8 (14)**	**-4.8 (3)**	**5.6 (41)**	**8.2 (4)**
Russell 2000 Value Index		-0.6	12.8	-8.2	6.5	7.2
Global Infrastructure	**1,162,978**	**3.2**	**20.0**	**15.3**	**N/A**	**N/A**
Cohen & Steers Global Infrastructure Fund (CIT)	**598,009**	**3.3 (19)**	**22.1 (64)**	**17.5 (23)**	**N/A**	**N/A**
Lazard Global Listed Infrastructure Portfolio (MF)	**564,968**	**3.0 (26)**	**17.8 (85)**	**13.0 (71)**	**N/A**	**N/A**
FTSE Global Core Infrastructure 50/50 Index		2.5	21.4	18.5	10.6	8.3
Convertibles	**3,144,828**	**-0.5**	**12.0**	**1.7**	**7.0**	**5.5**
SSI Convertibles Securities (SMA)	**3,144,828**	**-0.5**	**12.0**	**1.7**	**7.0**	**5.5**
ML All Conv Ex.144A All Qual Index		0.1	13.8	3.0	9.2	6.8
International Equity	**4,465,580**	**-1.6**	**15.7**	**1.1**	**7.4**	**3.0**
Am Funds EuroPacific Growth R6 (MF)	**4,465,580**	**-1.6 (41)**	**15.7 (20)**	**1.1 (28)**	**7.4 (19)**	**5.0 (18)**
MSCI EAFE Index		-1.0	13.3	-0.8	7.0	3.8

Cocoa Police Officers' Retirement System
Asset Allocation & Performance - Net
September 30, 2019

	Market Value	QTD ROR - Rank	CYTD ROR - Rank	1 Year ROR - Rank	3 Year ROR - Rank	5 Year ROR - Rank
Real Estate (Private)	**3,017,063**	**1.1**	**N/A**	**N/A**	**N/A**	**N/A**
Barings Core Property Fund LP (CF)	**1,517,063**	**1.1**	**N/A**	**N/A**	**N/A**	**N/A**
TA Realty Core Property Fund, L.P. (CF)	**1,500,000**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
NCREIF Fund Index-ODCE (VW)		1.3	3.8	5.6	7.3	9.3
Fixed Income	**7,819,626**	**2.2**	**10.1**	**11.8**	**3.5**	**3.6**
Vanguard Interm-Term Inv Grade Adm (MF)	**3,939,117**	**1.9 (78)**	**9.8 (9)**	**11.0 (5)**	**N/A**	**N/A**
Vanguard Interm-Term Bond Index Adm (MF)	**3,880,509**	**2.4 (10)**	**10.3 (5)**	**12.5 (2)**	**N/A**	**N/A**
Fixed Income Benchmark		2.3	8.5	10.3	2.9	3.4
Cash	**645,512**	**0.5**	**1.7**	**2.3**	**1.4**	**0.9**
SunTrust Funds Acct Cash Sweep (MF)	**645,512**	**0.5**	**1.7**	**2.3**	**1.4**	**0.9**
ICE BofAML 3 Month U.S. T-Bill		0.6	1.8	2.4	1.5	1.0

1 Strategic Model (IPS hybrid benchmark objective): Since July 2019: 10% S&P 500G + 10% S&P 500V + 10% S&P 400 + 10% ML Convertibles + 5% Russell 2000V + 15% MSCI EAFE + 10% NCREIF ODCE + 25% Barclay's Aggregate + 5% FTSE Global Core Infrastructure 50/50 index ; from July 2018: 10% S&P500G + 10% S&P500V + 10% S&P400 + 10% ML Convertibles + 5% Russell 2000V + 15% MSCI EAFE + 5% Wilshire REIT + 30% Barclay's Aggregate + 1.6% Alerian MLP index + 3.4% FTSE Global Core Infrastructure 50/50 index; prior from Oct'13 10% S&P500G + 10% S&P500V + 10% S&P400 + 10% ML Convertibles + 5% Russell 2000V + 15% MSCI EAFE + 5% Wilshire REIT + 30% Barclay's Aggregate + 5% Alerian MLP index; prior from Aug'11 10% S&P500G + 10% S&P500V + 10% S&P400 + 10% ML Convertibles + 5% Russell 2000V + 15% MSCI EAFE + 5% Wilshire REIT + 35%Barclay's Aggregate; prior from Nov '09 15% S&P500G + 15% S&P500V + 10% S&P400 + 5% Russell 2000V + 15% MSCI EAFE + 5% Wilshire REIT + 35% Barclay's Aggregate; prior from Jul'09 45% Russell 3000 + 10% MSCI Gross EAFE + 10% Wilshire REIT + 35% Barclay's Aggregate; prior from Jan'07 45% Russell 3000 + 10% MSCI Gross EAFE + 10% Wilshire REIT + 35% Lehman Aggregate; prior from Apr'04 45% Russell 3000 + 10% MSCI Gross EAFE + 10% Wilshire REIT + 35% Lehman Intermediate Aggregate; prior from Jun'02 50% S&P 500 + 50% Lehman Aggregrate.

2 Total International: Current - EuroPacific; Prior from 08/2016 was EuroPacific & WHV; prior from 08/09/07 Homestead Funds; prior was T. Rowe Price 08/08/07 - 06/16/06; and prior was The Preferred Group 06/16/06 - 03/23/04.

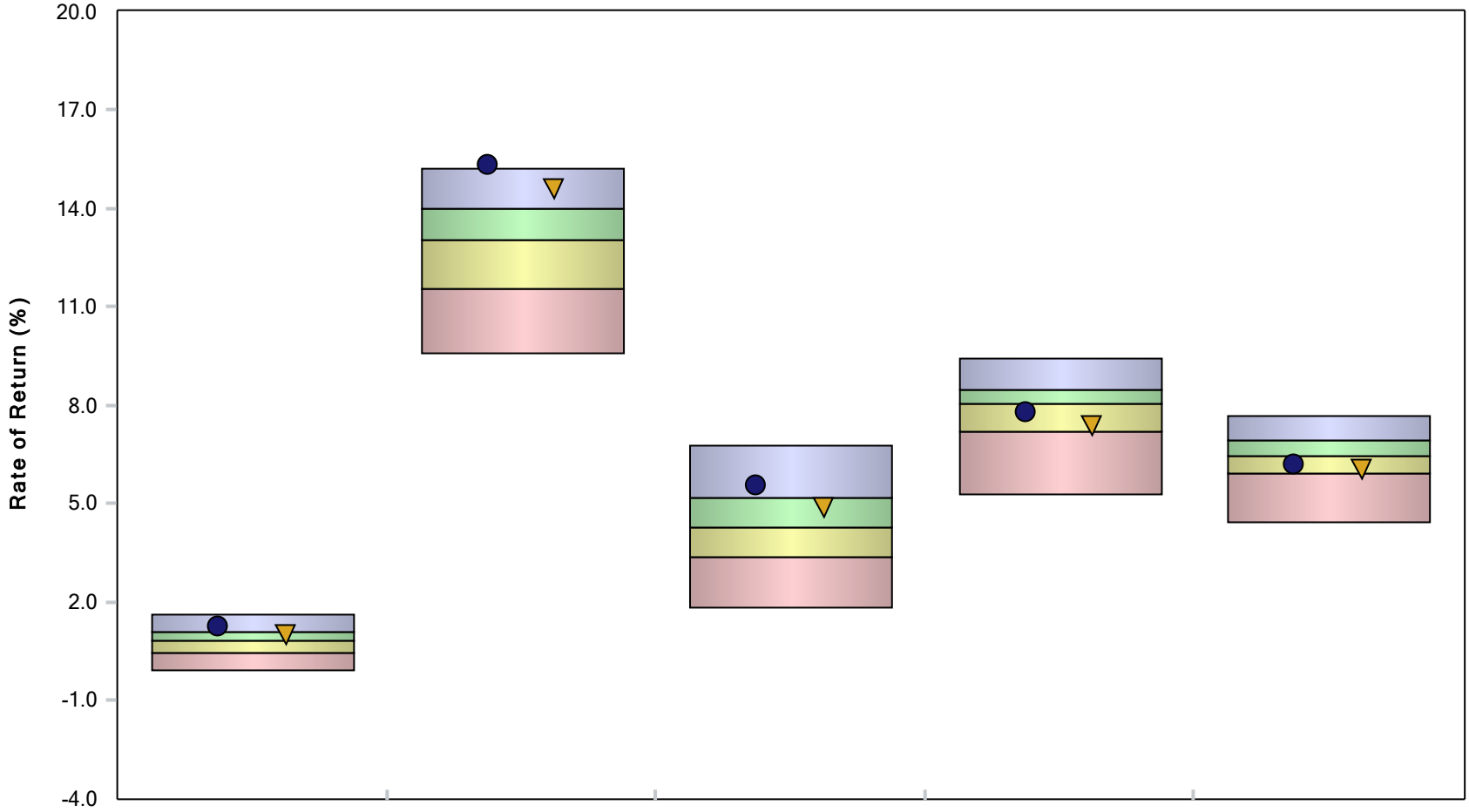
3 Fixed Income Bnch: from Aug'11: 100% Barclay's Aggregate; prior from Apr'04 was 100% Lehman Intermediate Aggregate; prior from Jun'02 was 100% Lehman Aggregrate.

4 Total Fixed Income Bnch: from Aug'11: 100% Fixed Income Bnch; prior from Sept'09: 85% Fixed Income Bnch + 7.5% BC Corp High Yielf + 7.5% ML High Yield Master; prior from June'06: 100% Fixed Income Bnch.

$1.5 million TA Realty 10/1/2019 capital call was wired from the SunTrust custody account on 9/30/2019. Receipt of funds by TA Realty is accrued on this report.

$0.19 balance on Adelante account statement is reflected in the cash & equivalents on the 09/30/2019 report.

Cocoa Police Officers' Retirement System
Peer Universe Quartile Ranking
September 30, 2019

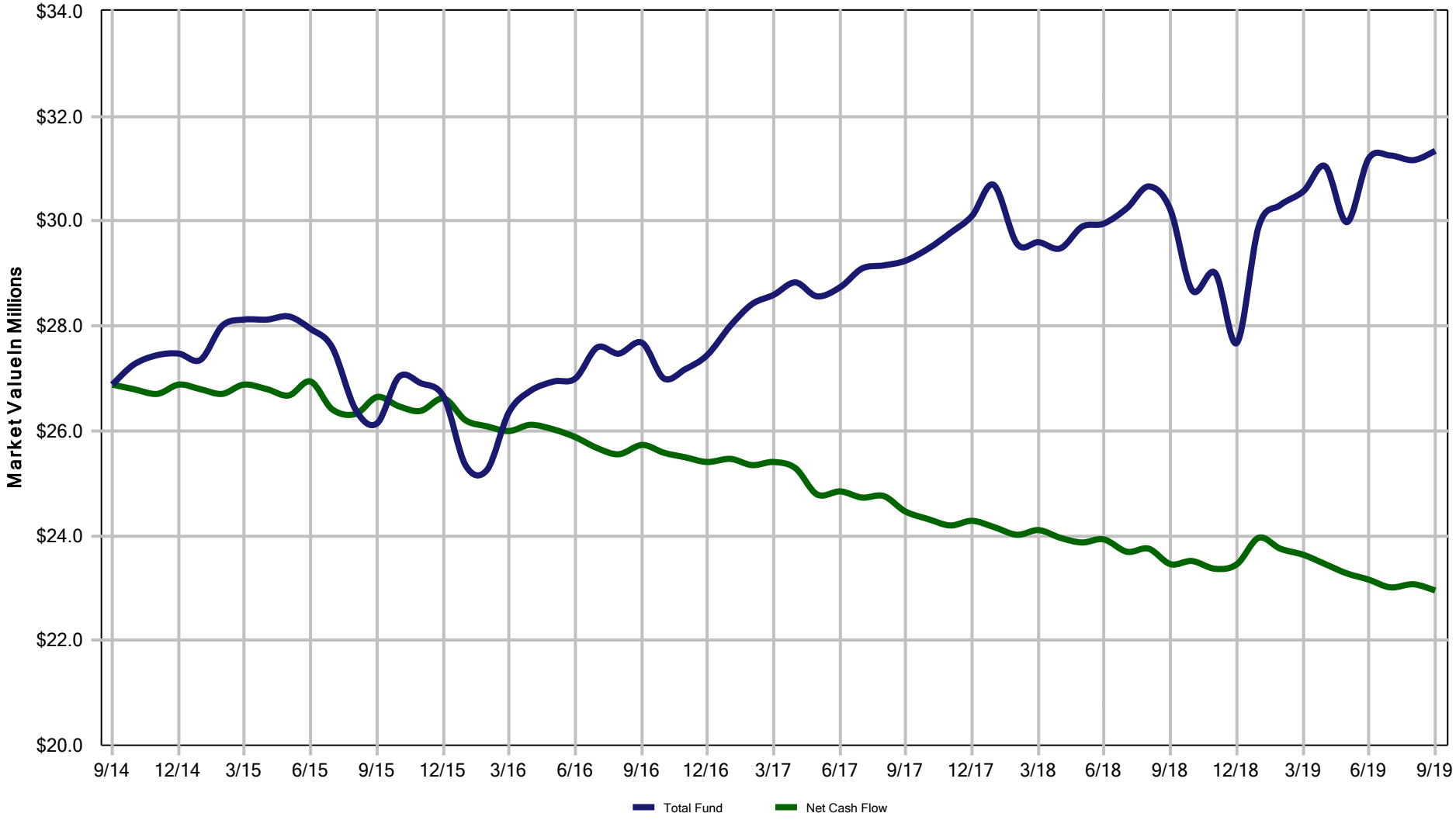


	Quarter	CYTD	One Year	Three Years	Five Years
● Total Fund	1.2 (18)	15.3 (5)	5.6 (17)	7.8 (59)	6.2 (63)
▽ Strategic Model	1.0 (35)	14.6 (12)	4.9 (31)	7.4 (73)	6.0 (72)
5th Percentile	1.6	15.2	6.8	9.4	7.7
1st Quartile	1.1	14.0	5.2	8.5	7.0
Median	0.8	13.1	4.3	8.0	6.5
3rd Quartile	0.5	11.6	3.4	7.2	5.9
95th Percentile	-0.1	9.6	1.8	5.3	4.5

Parentheses contain percentile rankings.

Calculation based on quarterly data.

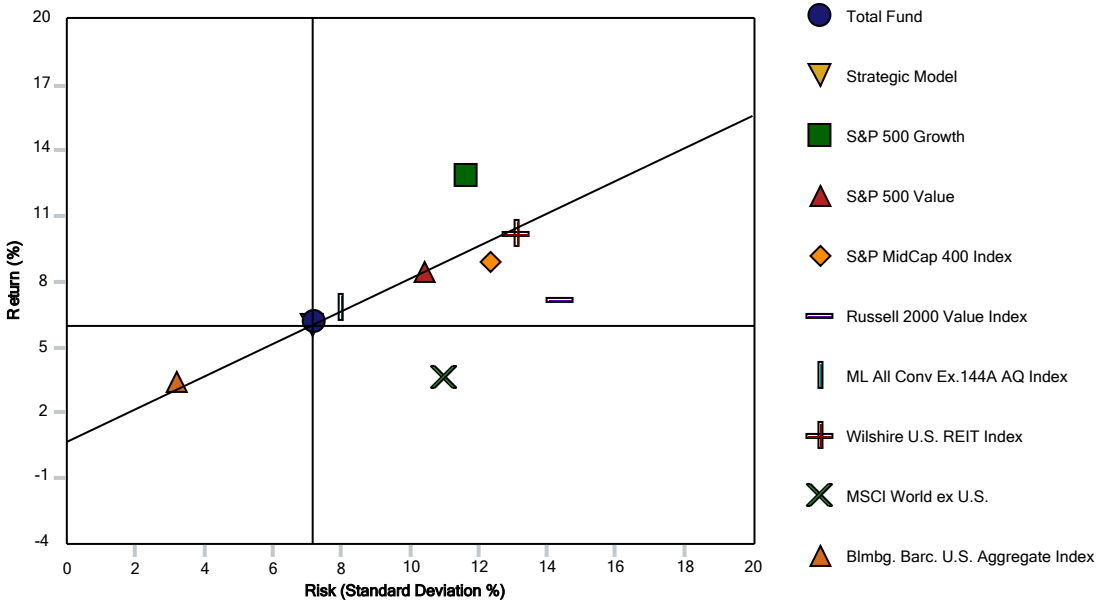
Cocoa Police Officers' Retirement System
Growth of Investments
October 1, 2014 Through September 30, 2019



Beginning MV	Ending MV	Annualized ROR
$26,885,680	$31,339,317	6.2

Cocoa Police Officers' Retirement System
Capital Market Line
Period Ending September 30, 2019

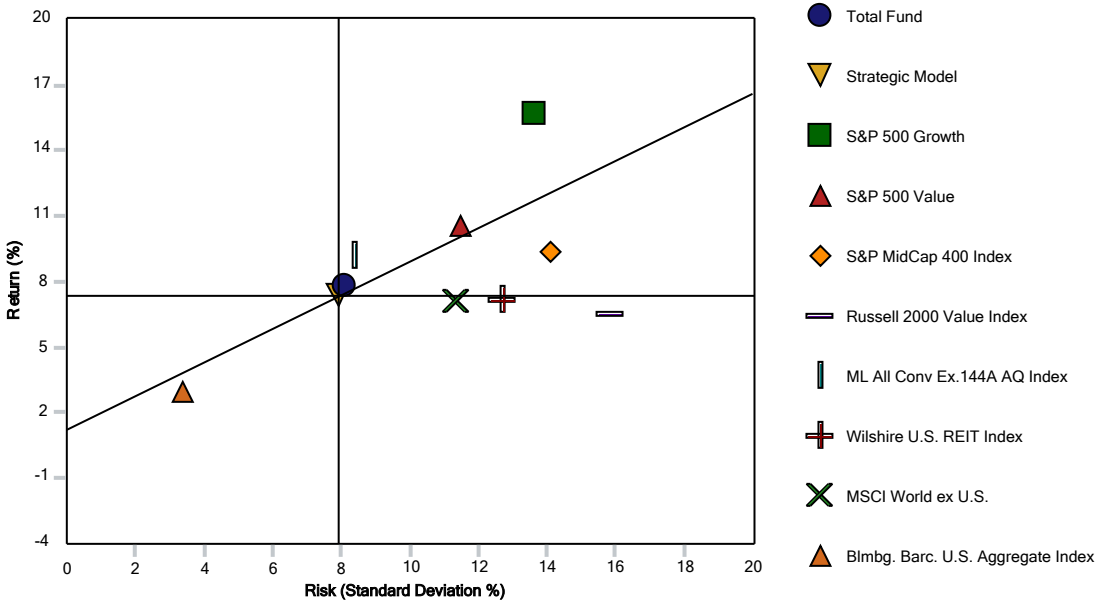
5 Years Risk/Reward



5 Years Statistics

	Return	Standard Deviation	Beta	Alpha
Total Fund	6.19	7.24	1.00	0.15
Strategic Model	6.03	7.18	1.00	0.00
S&P 500 Growth	12.82	11.64	1.49	3.85
S&P 500 Value	8.47	10.46	1.34	0.53
S&P MidCap 400 Index	8.88	12.34	1.62	-0.59
Russell 2000 Value Index	7.17	14.40	1.66	-2.16
ML All Conv Ex.144A AQ Index	6.79	7.98	1.03	0.62
Wilshire U.S. REIT Index	10.17	13.14	1.07	4.13
MSCI World ex U.S.	3.59	11.04	1.35	-4.11
Blmbg. Barc. U.S. Aggregate Index	3.38	3.20	0.09	2.87

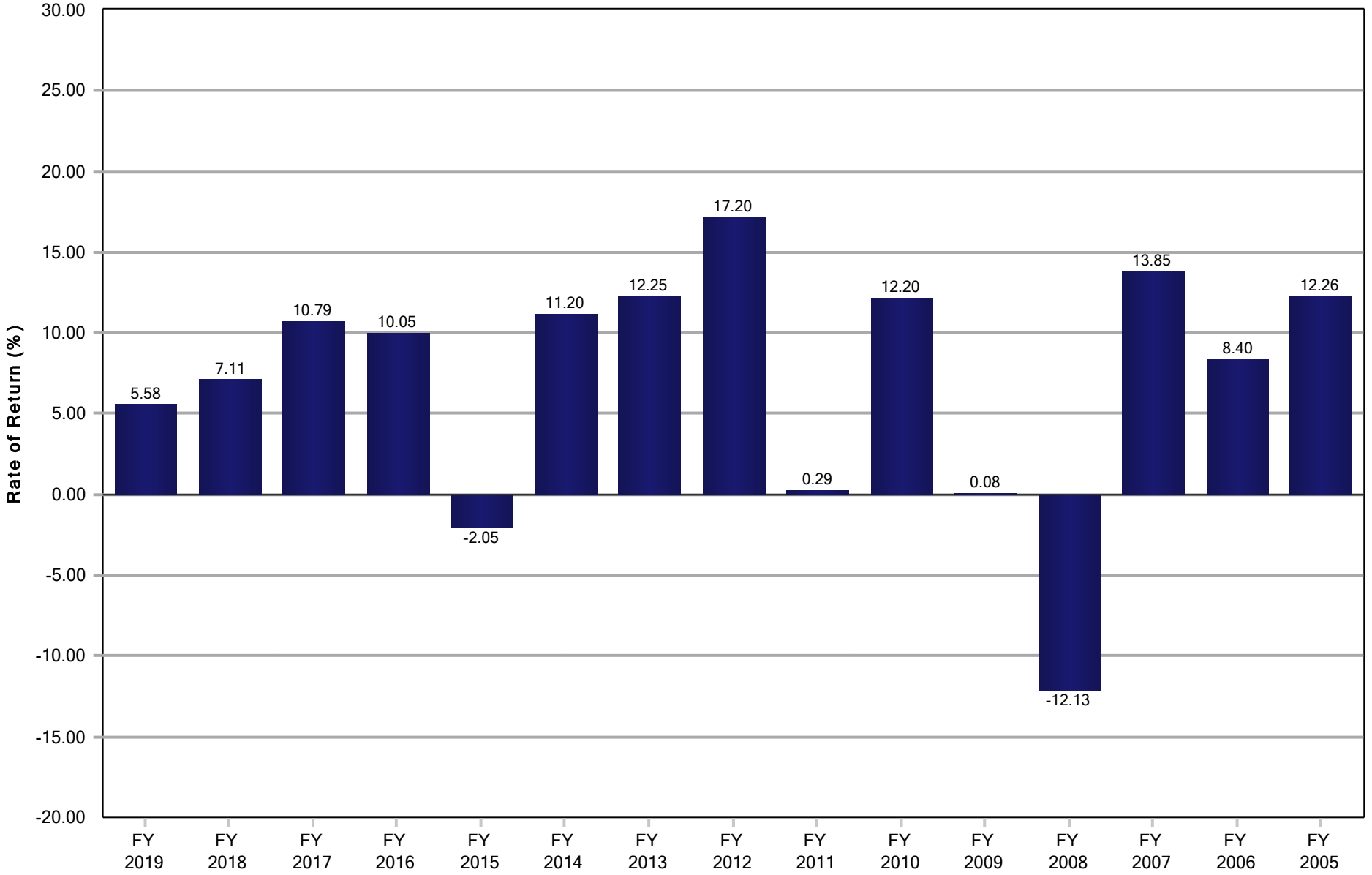
3 Years Risk/Reward



3 Years Statistics

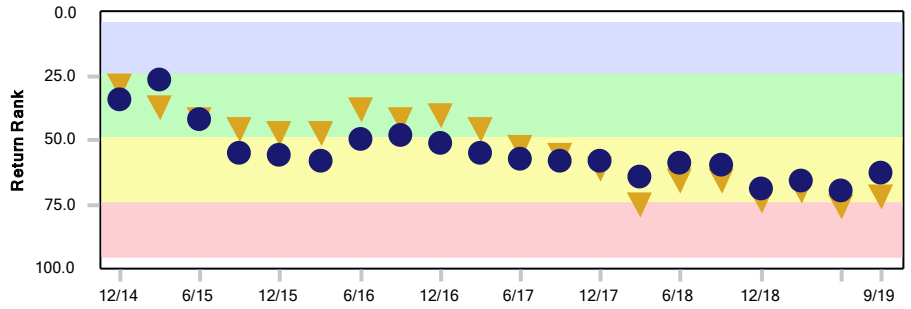
	Return	Standard Deviation	Beta	Alpha
Total Fund	7.80	8.10	1.01	0.35
Strategic Model	7.36	7.96	1.00	0.00
S&P 500 Growth	15.73	13.63	1.63	3.71
S&P 500 Value	10.61	11.51	1.34	0.83
S&P MidCap 400 Index	9.38	14.13	1.68	-2.47
Russell 2000 Value Index	6.54	15.87	1.62	-4.32
ML All Conv Ex.144A AQ Index	9.23	8.40	1.00	1.84
Wilshire U.S. REIT Index	7.21	12.74	1.22	-1.29
MSCI World ex U.S.	7.04	11.38	1.33	-2.44
Blmbg. Barc. U.S. Aggregate Index	2.92	3.37	0.10	2.24

Cocoa Police Officers' Retirement System
Fiscal Year Rates of Return
September 30, 2019



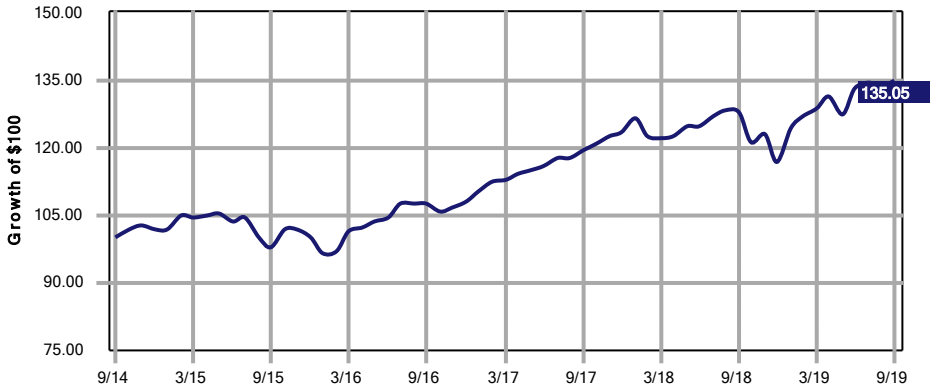
Cocoa Police Officers' Retirement System
Total Fund
September 30, 2019

5 Years Rolling Percentile Ranking - 5 Years

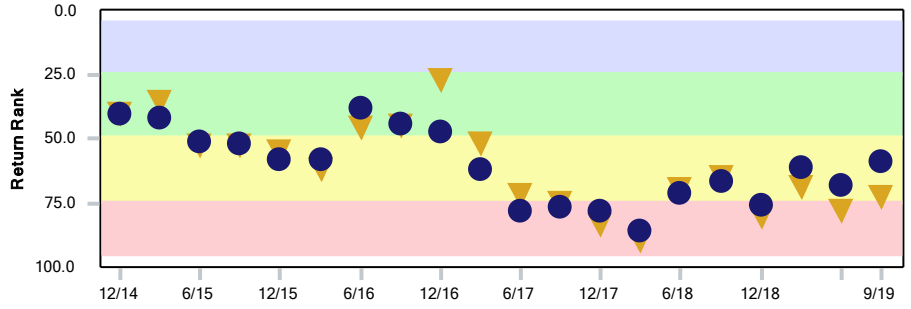


	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Total Fund	20	0 (0%)	5 (25%)	15 (75%)	0 (0%)
Strategic Model	20	0 (0%)	10 (50%)	9 (45%)	1 (5%)

Growth of a Dollar

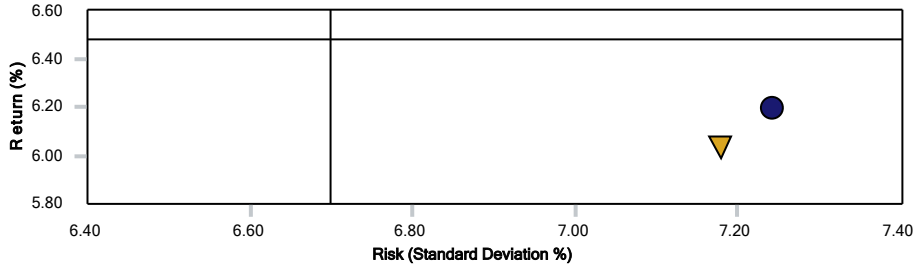


3 Years Rolling Percentile Ranking - 5 Years



	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Total Fund	20	0 (0%)	5 (25%)	10 (50%)	5 (25%)
Strategic Model	20	0 (0%)	5 (25%)	11 (55%)	4 (20%)

Peer Group Risk/Reward - 5 Years



	Return	Standard Deviation
Total Fund	6.19	7.24
Strategic Model	6.03	7.18
Median	6.48	6.70

Historical Statistics - 5 Years

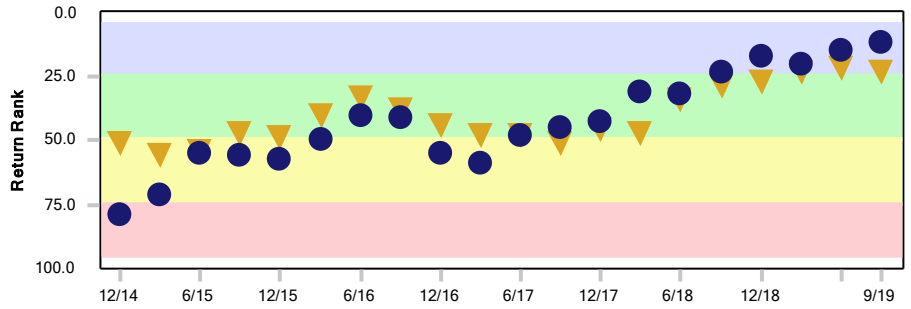
	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Total Fund	6.19	7.24	0.15	1.00	0.74	94.68	99.81
Strategic Model	*6.03*	*7.18*	*0.00*	*1.00*	*0.73*	*100.00*	*100.00*

Historical Statistics - 3 Years

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Total Fund	7.80	8.10	0.35	1.01	0.79	93.85	102.03
Strategic Model	*7.36*	*7.96*	*0.00*	*1.00*	*0.75*	*100.00*	*100.00*

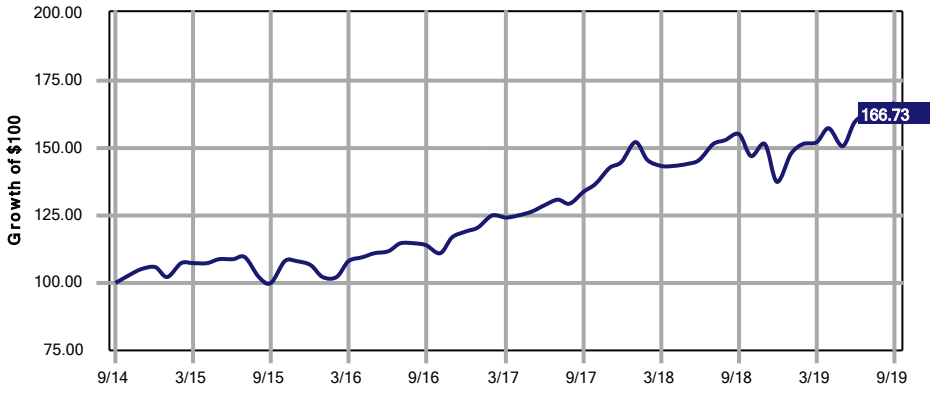
Cocoa Police Officers' Retirement System
Westwood Large Cap Value EB (CF)
September 30, 2019

5 Years Rolling Percentile Ranking - 5 Years

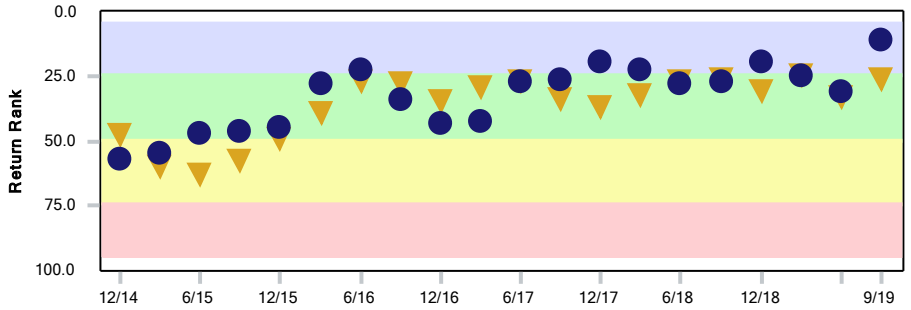


	Periods	5 - 25	25 - 50	50 - 75	75 - 95
● Westwood Large Cap Value EB (CF)	20	5 (25%)	8 (40%)	6 (30%)	1 (5%)
▼ 50% S&P 500 + 50% S&P 500 Value	20	3 (15%)	13 (65%)	4 (20%)	0 (0%)

Growth of a Dollar

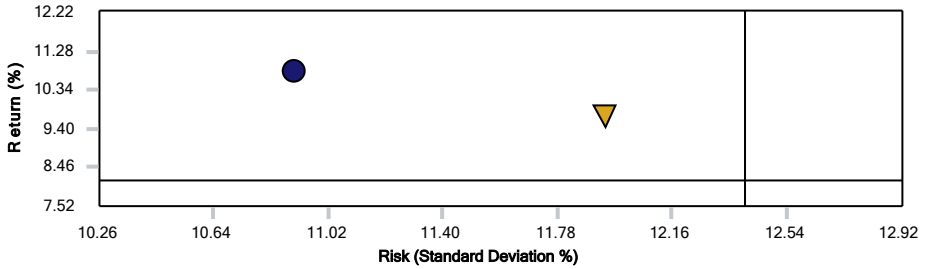


3 Years Rolling Percentile Ranking - 5 Years



	Periods	5 - 25	25 - 50	50 - 75	75 - 95
● Westwood Large Cap Value EB (CF)	20	6 (30%)	12 (60%)	2 (10%)	0 (0%)
▼ 50% S&P 500 + 50% S&P 500 Value	20	1 (5%)	16 (80%)	3 (15%)	0 (0%)

Peer Group Risk/Reward - 5 Years



	Return	Standard Deviation
● Westwood Large Cap Value EB (CF)	10.77	10.91
▼ 50% S&P 500 + 50% S&P 500 Value	9.67	11.94
— Median	8.12	12.40

Historical Statistics - 5 Years

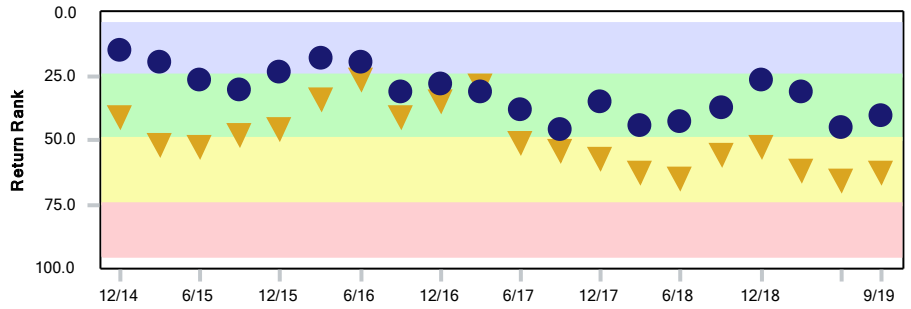
	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Westwood Large Cap Value EB (CF)	10.77	10.91	2.00	0.89	0.91	83.23	95.27
50% S&P 500 + 50% S&P 500 Value	*9.67*	*11.94*	*0.00*	*1.00*	*0.76*	*100.00*	*100.00*

Historical Statistics - 3 Years

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Westwood Large Cap Value EB (CF)	13.61	11.18	2.79	0.88	1.07	83.10	97.37
50% S&P 500 + 50% S&P 500 Value	*12.01*	*12.36*	*0.00*	*1.00*	*0.86*	*100.00*	*100.00*

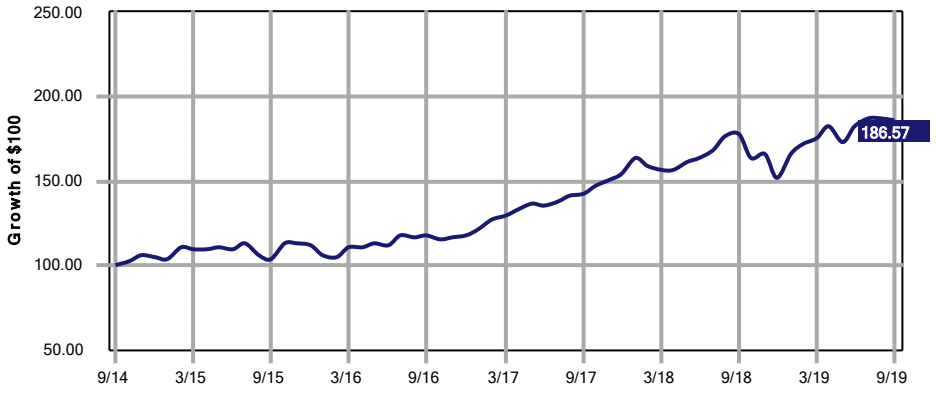
Cocoa Police Officers' Retirement System
Voya Large Cap Growth Tr I (CF)
September 30, 2019

5 Years Rolling Percentile Ranking - 5 Years

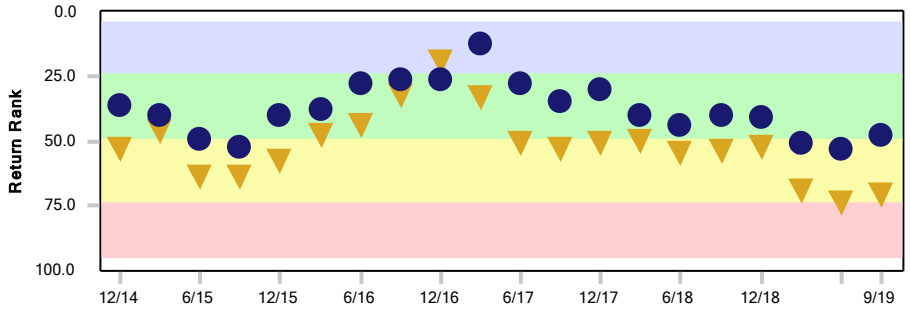


	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Voya Large Cap Growth Tr I (CF)	20	5 (25%)	15 (75%)	0 (0%)	0 (0%)
50% S&P 500 + 50% S&P 500 Growth	20	0 (0%)	8 (40%)	12 (60%)	0 (0%)

Growth of a Dollar

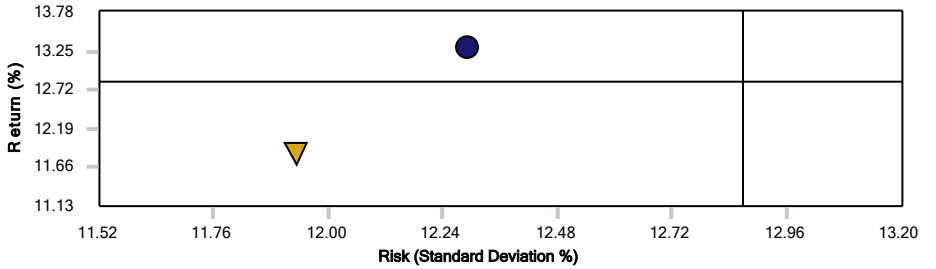


3 Years Rolling Percentile Ranking - 5 Years



	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Voya Large Cap Growth Tr I (CF)	20	1 (5%)	16 (80%)	3 (15%)	0 (0%)
50% S&P 500 + 50% S&P 500 Growth	20	1 (5%)	6 (30%)	13 (65%)	0 (0%)

Peer Group Risk/Reward - 5 Years



	Return	Standard Deviation
Voya Large Cap Growth Tr I (CF)	13.28	12.29
50% S&P 500 + 50% S&P 500 Growth	11.84	11.93
Median	12.82	12.87

Historical Statistics - 5 Years

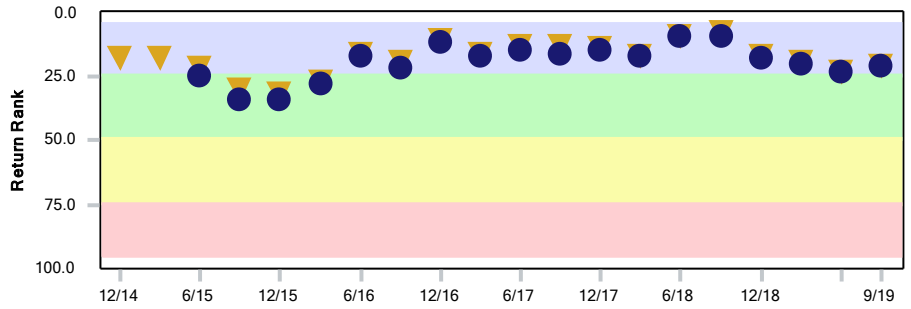
	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Voya Large Cap Growth Tr I (CF)	13.28	12.29	1.25	1.01	1.00	98.14	105.05
50% S&P 500 + 50% S&P 500 Growth	*11.84*	*11.93*	*0.00*	*1.00*	*0.92*	*100.00*	*100.00*

Historical Statistics - 3 Years

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Voya Large Cap Growth Tr I (CF)	16.45	12.24	1.71	1.00	1.19	93.80	104.22
50% S&P 500 + 50% S&P 500 Growth	*14.57*	*11.96*	*0.00*	*1.00*	*1.08*	*100.00*	*100.00*

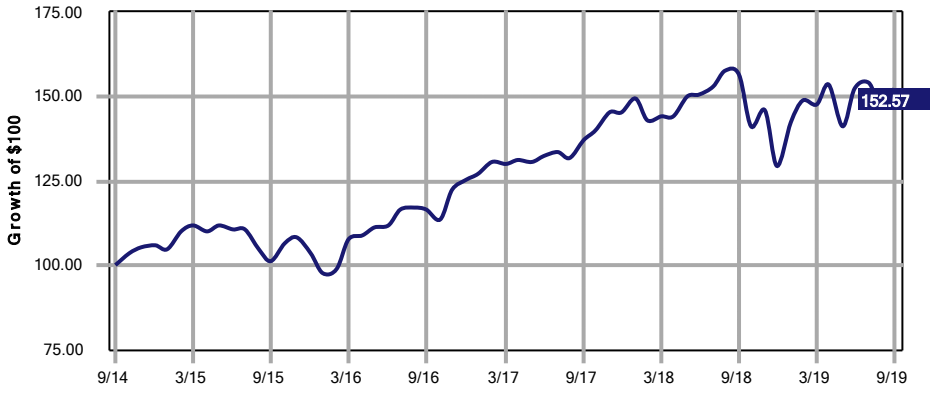
Cocoa Police Officers' Retirement System
iShares Core S&P Mid Cap (ETF)
September 30, 2019

5 Years Rolling Percentile Ranking - 5 Years

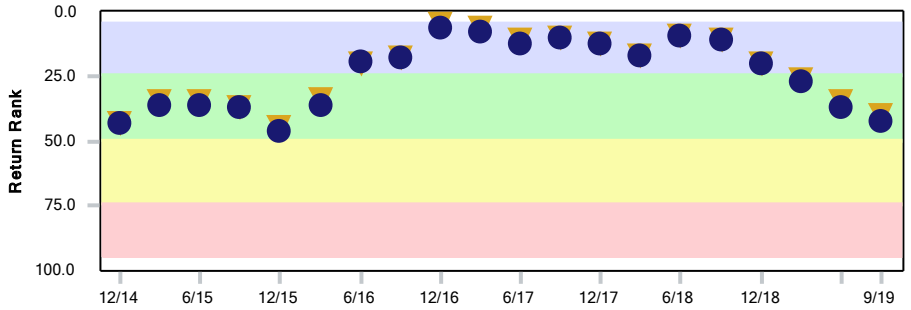


	Periods	5 - 25	25 - 50	50 - 75	75 - 95
iShares Core S&P Mid Cap (ETF)	18	15 (83%)	3 (17%)	0 (0%)	0 (0%)
S&P MidCap 400 Index	20	17 (85%)	3 (15%)	0 (0%)	0 (0%)

Growth of a Dollar

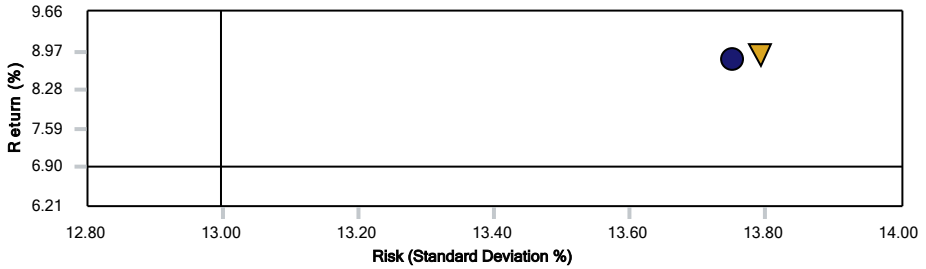


3 Years Rolling Percentile Ranking - 5 Years



	Periods	5 - 25	25 - 50	50 - 75	75 - 95
iShares Core S&P Mid Cap (ETF)	20	11 (55%)	9 (45%)	0 (0%)	0 (0%)
S&P MidCap 400 Index	20	11 (55%)	9 (45%)	0 (0%)	0 (0%)

Peer Group Risk/Reward - 5 Years



	Return	Standard Deviation
iShares Core S&P Mid Cap (ETF)	8.82	13.75
S&P MidCap 400 Index	8.88	13.79
Median	6.92	13.00

Historical Statistics - 5 Years

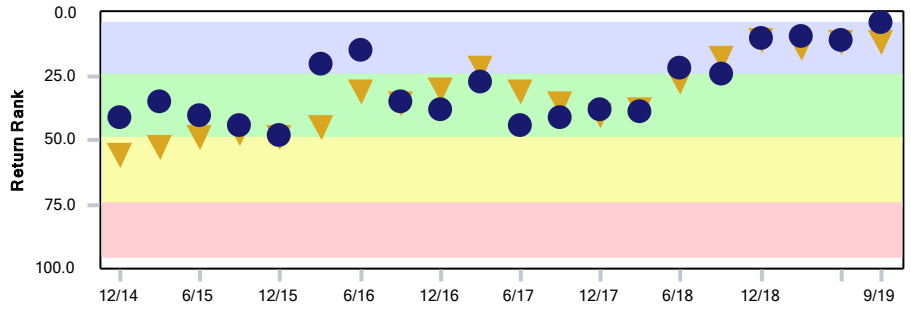
	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
iShares Core S&P Mid Cap (ETF)	8.82	13.75	-0.04	1.00	0.62	99.46	99.40
S&P MidCap 400 Index	*8.88*	*13.79*	*0.00*	*1.00*	*0.62*	*100.00*	*100.00*

Historical Statistics - 3 Years

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
iShares Core S&P Mid Cap (ETF)	9.30	15.08	-0.06	1.00	0.57	99.90	99.64
S&P MidCap 400 Index	*9.38*	*15.10*	*0.00*	*1.00*	*0.57*	*100.00*	*100.00*

Cocoa Police Officers' Retirement System
Virtus Ceredex Small-Cap Value Eq (MF)
September 30, 2019

5 Years Rolling Percentile Ranking - 5 Years

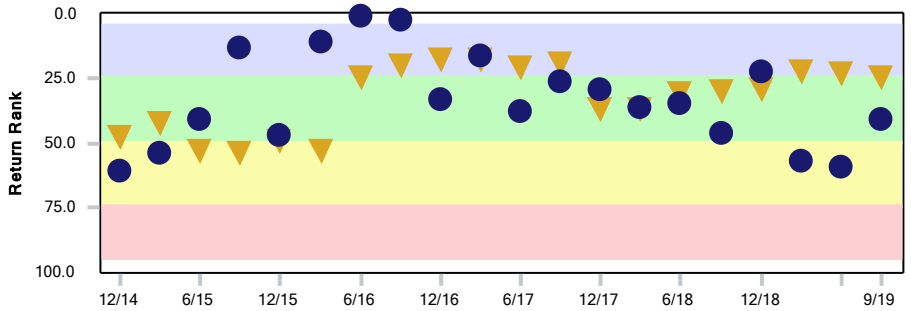


	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Virtus Ceredex Small-Cap Value Eq (MF)	20	8 (40%)	12 (60%)	0 (0%)	0 (0%)
Russell 2000 Value Index	20	6 (30%)	12 (60%)	2 (10%)	0 (0%)

Growth of a Dollar

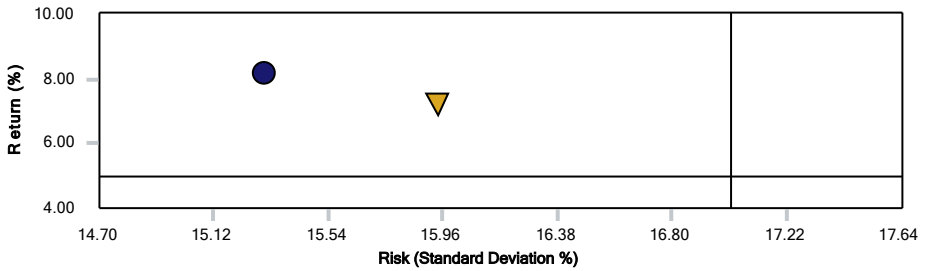


3 Years Rolling Percentile Ranking - 5 Years



	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Virtus Ceredex Small-Cap Value Eq (MF)	20	6 (30%)	10 (50%)	4 (20%)	0 (0%)
Russell 2000 Value Index	20	9 (45%)	8 (40%)	3 (15%)	0 (0%)

Peer Group Risk/Reward - 5 Years



	Return	Standard Deviation
Virtus Ceredex Small-Cap Value Eq (MF)	8.19	15.31
Russell 2000 Value Index	7.17	15.94
Median	4.99	17.01

Historical Statistics - 5 Years

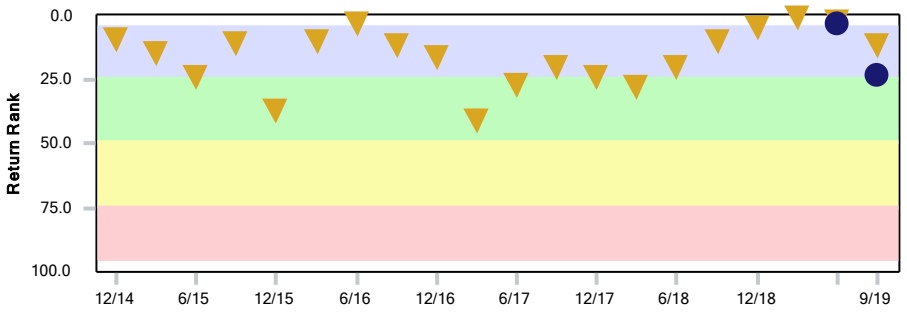
	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Virtus Ceredex Small-Cap Value Eq (MF)	8.19	15.31	1.71	0.90	0.53	89.04	95.94
Russell 2000 Value Index	*7.17*	*15.94*	*0.00*	*1.00*	*0.45*	*100.00*	*100.00*

Historical Statistics - 3 Years

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Virtus Ceredex Small-Cap Value Eq (MF)	5.65	16.75	-0.21	0.91	0.32	95.74	93.45
Russell 2000 Value Index	*6.54*	*17.43*	*0.00*	*1.00*	*0.36*	*100.00*	*100.00*

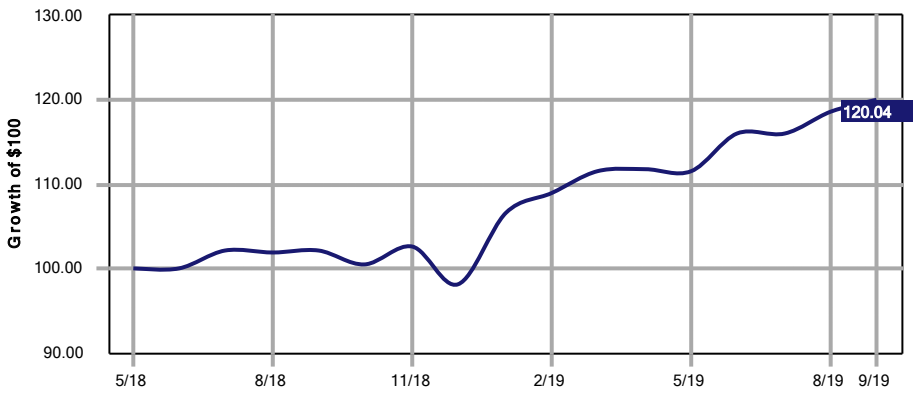
Cocoa Police Officers' Retirement System
Cohen & Steers Global Infrastructure Fund (CIT)
September 30, 2019

1 Year Rolling Percentile Ranking - 5 Years

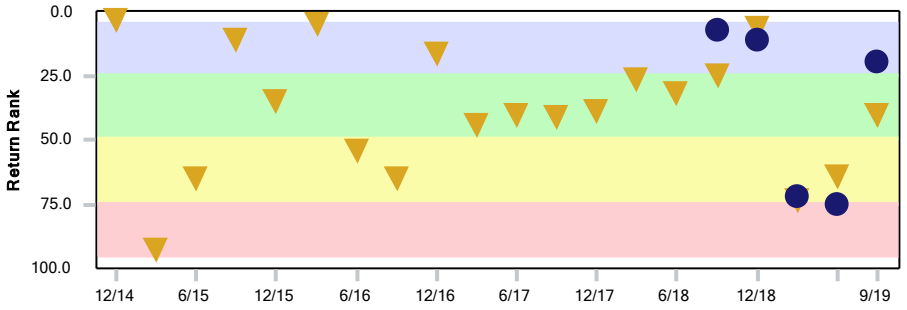


	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Cohen & Steers Global Infrastructure Fund (CIT)	2	2 (100	0 (0%	0 (0%	0 (0%
FTSE GLOBAL CORE INFRASTRUCTURE 50/50 INDEX	20	16 (80%	4 (20%	0 (0%	0 (0%

Growth of a Dollar

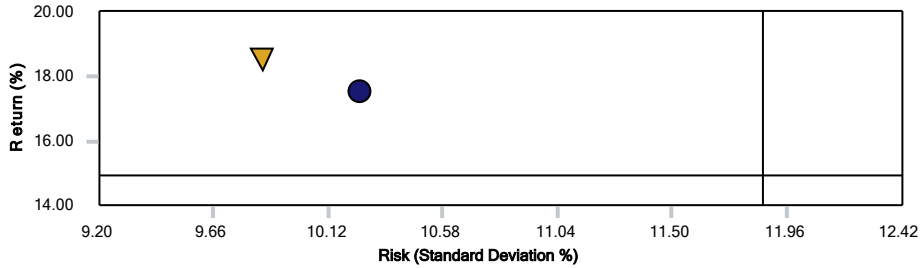


1 Quarter Rolling Percentile Ranking - 5 Years



	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Cohen & Steers Global Infrastructure Fund (CIT)	5	3 (60%	0 (0%	2 (40%	0 (0%
FTSE GLOBAL CORE INFRASTRUCTURE 50/50 INDEX	20	6 (30%	8 (40%	5 (25%	1 (5%

Peer Group Risk/Reward - 1 Year



	Return	Standard Deviation
Cohen & Steers Global Infrastructure Fund (CIT)	17.54	10.25
FTSE GLOBAL CORE INFRASTRUCTURE 50/50 INDEX	18.52	9.86
Median	14.95	11.87

Historical Statistics - 1 Year

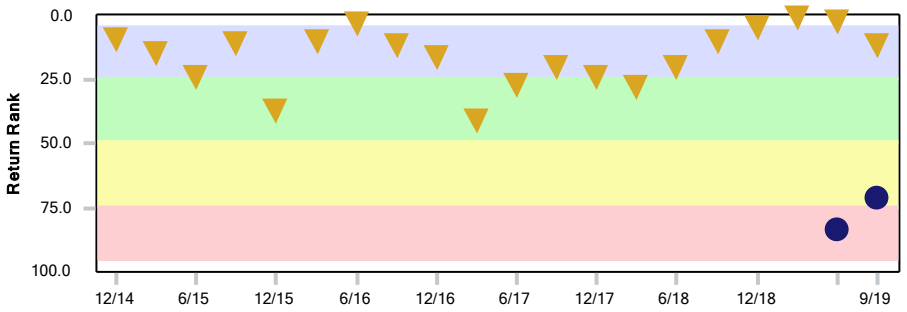
	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Cohen & Steers Global Infrastructure Fund (CIT)	17.54	10.25	-1.06	1.01	1.41	95.80	95.50
FTSE GLOBAL CORE INFRASTRUCTURE 50/50 INDEX	*18.52*	*9.86*	*0.00*	*1.00*	*1.55*	*100.00*	*100.00*

Historical Statistics - 1 Quarter

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Cohen & Steers Global Infrastructure Fund (CIT)	3.28	0.97	0.62	0.56	0.94	17.78	116.14
FTSE GLOBAL CORE INFRASTRUCTURE 50/50 INDEX	*2.50*	*0.93*	*0.00*	*1.00*	*0.69*	*100.00*	*100.00*

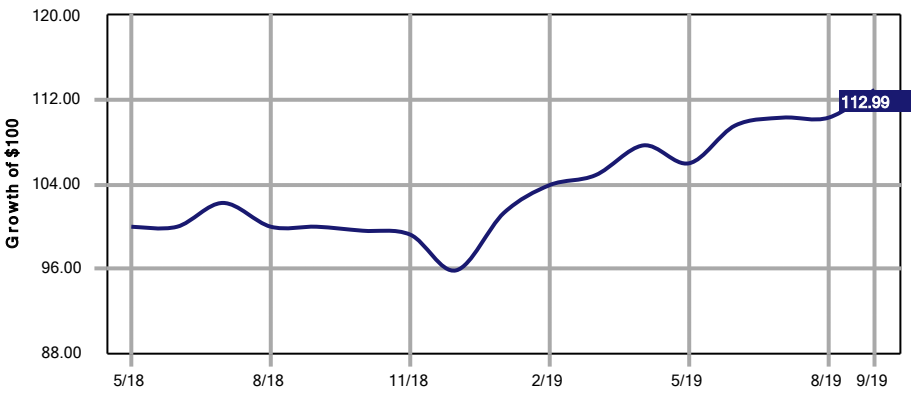
Cocoa Police Officers' Retirement System
Lazard Global Listed Infrastructure Portfolio (MF)
September 30, 2019

1 Year Rolling Percentile Ranking - 5 Years

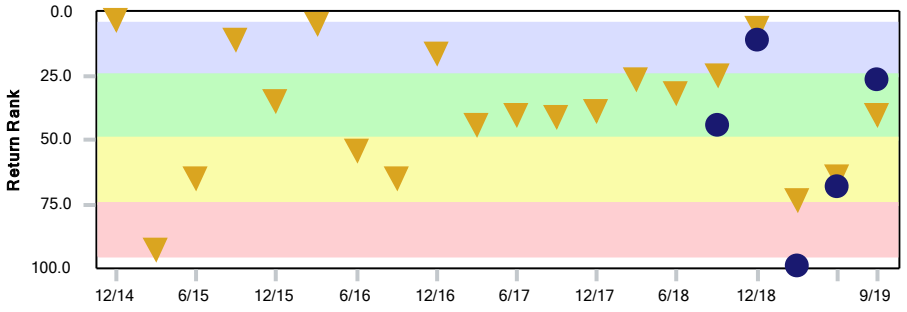


	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Lazard Global Listed Infrastructure Portfolio (MF)	2	0 (0%	0 (0%	1 (50%	1 (50%
FTSE GLOBAL CORE INFRASTRUCTURE 50/50 INDEX	20	16 (80%	4 (20%	0 (0%	0 (0%

Growth of a Dollar

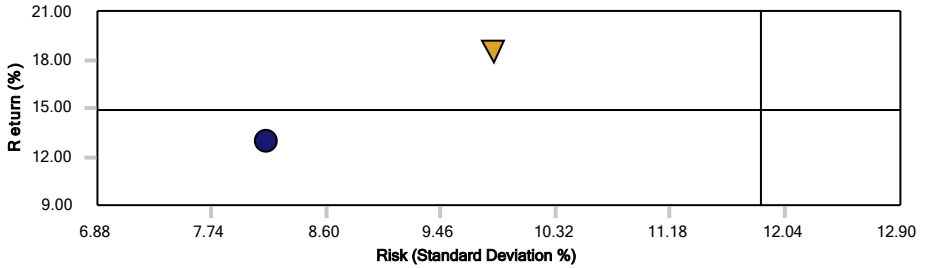


1 Quarter Rolling Percentile Ranking - 5 Years



	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Lazard Global Listed Infrastructure Portfolio (MF)	5	1 (20%	2 (40%	1 (20%	1 (20%
FTSE GLOBAL CORE INFRASTRUCTURE 50/50 INDEX	20	6 (30%	8 (40%	5 (25%	1 (5%

Peer Group Risk/Reward - 1 Year



	Return	Standard Deviation
Lazard Global Listed Infrastructure Portfolio (MF)	13.02	8.16
FTSE GLOBAL CORE INFRASTRUCTURE 50/50 INDEX	18.52	9.86
Median	14.95	11.87

Historical Statistics - 1 Year

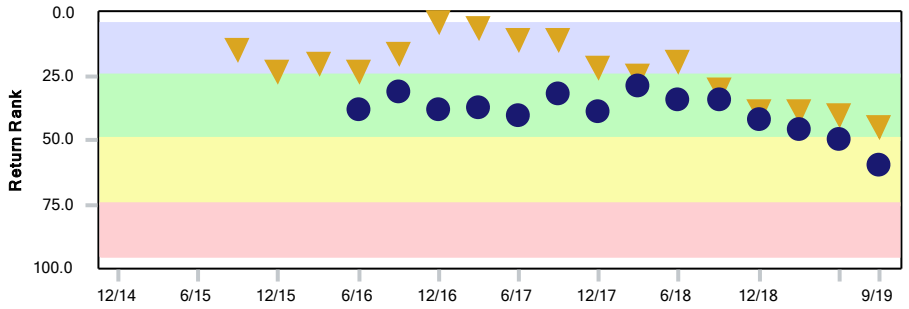
	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Lazard Global Listed Infrastructure Portfolio (MF)	13.02	8.16	0.26	0.70	1.26	75.37	72.72
FTSE GLOBAL CORE INFRASTRUCTURE 50/50 INDEX	*18.52*	*9.86*	*0.00*	*1.00*	*1.55*	*100.00*	*100.00*

Historical Statistics - 1 Quarter

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Lazard Global Listed Infrastructure Portfolio (MF)	3.03	1.02	0.43	0.69	0.79	-177.48	82.41
FTSE GLOBAL CORE INFRASTRUCTURE 50/50 INDEX	*2.50*	*0.93*	*0.00*	*1.00*	*0.69*	*100.00*	*100.00*

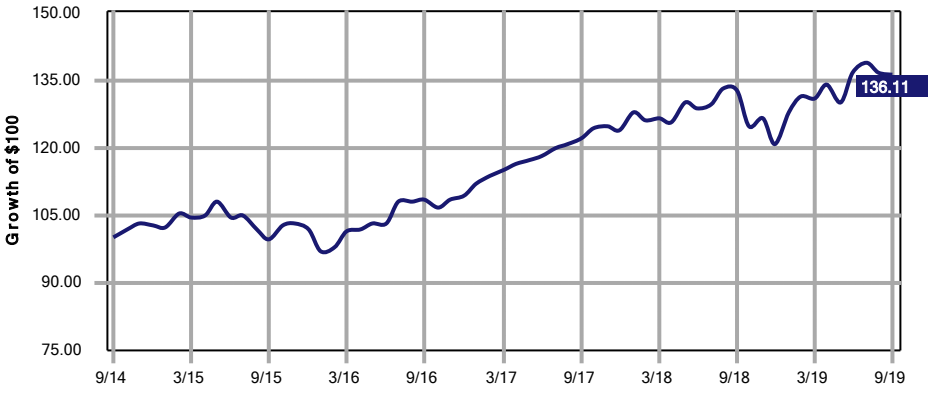
Cocoa Police Officers' Retirement System
SSI Convertibles Securities (SMA)
September 30, 2019

5 Years Rolling Percentile Ranking - 5 Years

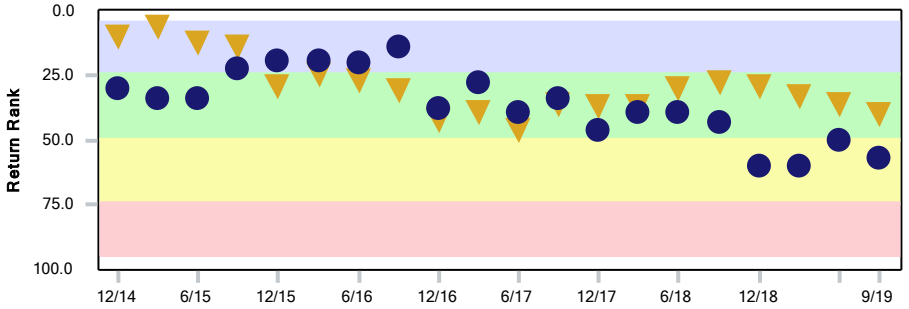


	Periods	5 - 25	25 - 50	50 - 75	75 - 95
SSI Convertibles Securities (SMA)	14	0 (0%)	13 (93%)	1 (7%)	0 (0%)
BAML All Conv Ex.144A AQ Index	17	12 (71%)	5 (29%)	0 (0%)	0 (0%)

Growth of a Dollar

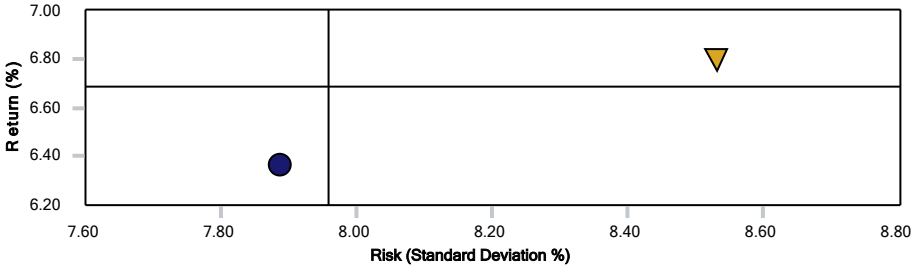


3 Years Rolling Percentile Ranking - 5 Years



	Periods	5 - 25	25 - 50	50 - 75	75 - 95
SSI Convertibles Securities (SMA)	20	5 (25%)	12 (60%)	3 (15%)	0 (0%)
BAML All Conv Ex.144A AQ Index	20	5 (25%)	15 (75%)	0 (0%)	0 (0%)

Peer Group Risk/Reward - 5 Years



	Return	Standard Deviation
SSI Convertibles Securities (SMA)	6.36	7.89
BAML All Conv Ex.144A AQ Index	6.79	8.53
Median	6.69	7.96

Historical Statistics - 5 Years

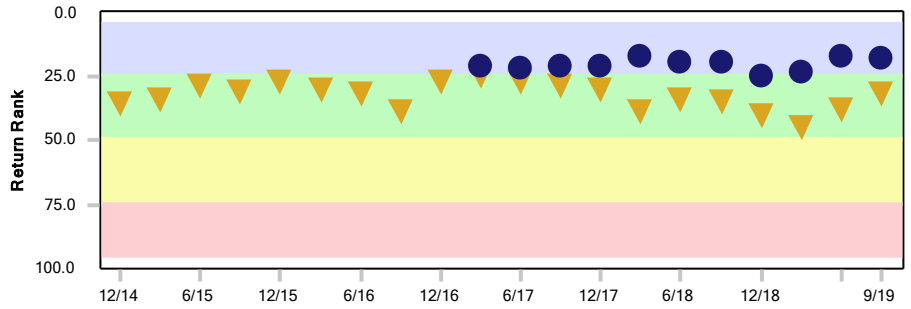
	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
SSI Convertibles Securities (SMA)	6.36	7.89	0.20	0.90	0.70	89.19	91.11
BAML All Conv Ex.144A AQ Index	*6.79*	*8.53*	*0.00*	*1.00*	*0.70*	*100.00*	*100.00*

Historical Statistics - 3 Years

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
SSI Convertibles Securities (SMA)	7.82	8.00	-1.02	0.97	0.79	106.32	94.18
BAML All Conv Ex.144A AQ Index	*9.23*	*8.18*	*0.00*	*1.00*	*0.94*	*100.00*	*100.00*

Cocoa Police Officers' Retirement System
Am Funds EuroPacific Growth R6 (MF)
September 30, 2019

5 Years Rolling Percentile Ranking - 5 Years

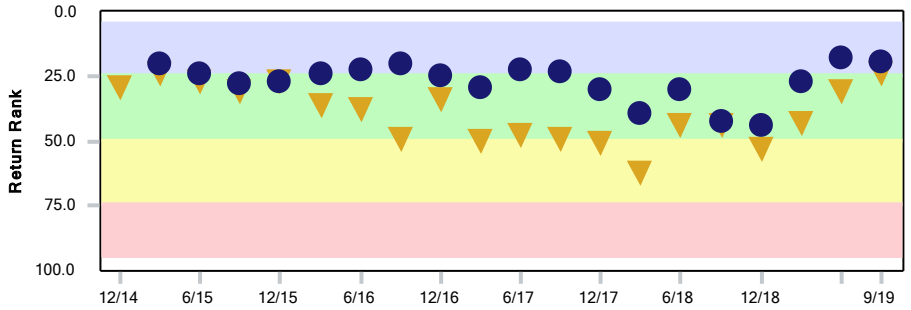


	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Am Funds EuroPacific Growth R6 (MF)	11	11 (100%	0 (0%)	0 (0%)	0 (0%)
MSCI EAFE Index	20	1 (5%)	19 (95%)	0 (0%)	0 (0%)

Growth of a Dollar

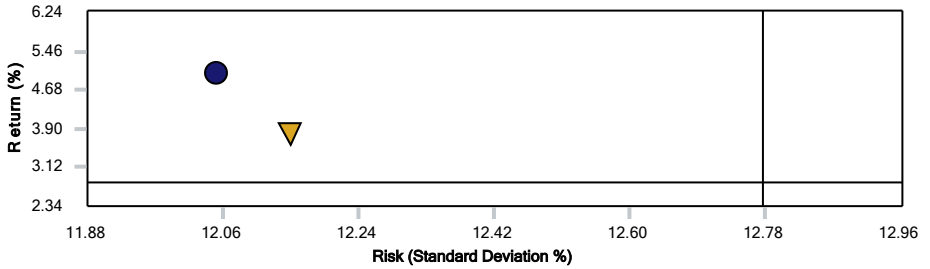


3 Years Rolling Percentile Ranking - 5 Years



	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Am Funds EuroPacific Growth R6 (MF)	19	10 (53%)	9 (47%)	0 (0%)	0 (0%)
MSCI EAFE Index	20	2 (10%)	15 (75%)	3 (15%)	0 (0%)

Peer Group Risk/Reward - 5 Years



	Return	Standard Deviation
Am Funds EuroPacific Growth R6 (MF)	5.02	12.05
MSCI EAFE Index	3.77	12.15
Median	2.81	12.78

Historical Statistics - 5 Years

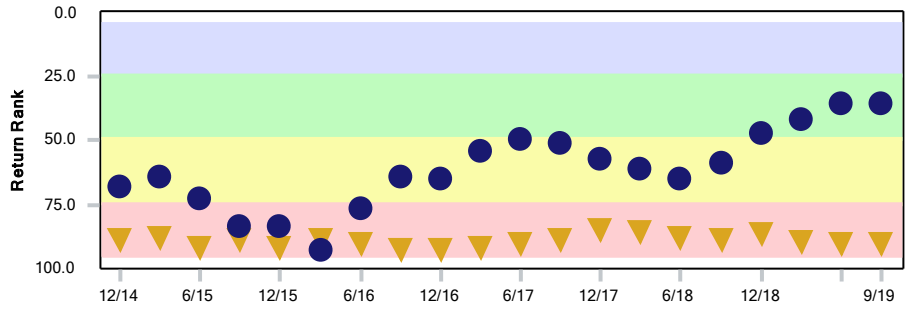
	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Am Funds EuroPacific Growth R6 (MF)	5.02	12.05	1.48	0.94	0.39	84.35	94.06
MSCI EAFE Index	*3.77*	*12.15*	*0.00*	*1.00*	*0.29*	*100.00*	*100.00*

Historical Statistics - 3 Years

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Am Funds EuroPacific Growth R6 (MF)	7.38	12.08	0.10	1.05	0.52	93.89	98.62
MSCI EAFE Index	*7.01*	*10.91*	*0.00*	*1.00*	*0.54*	*100.00*	*100.00*

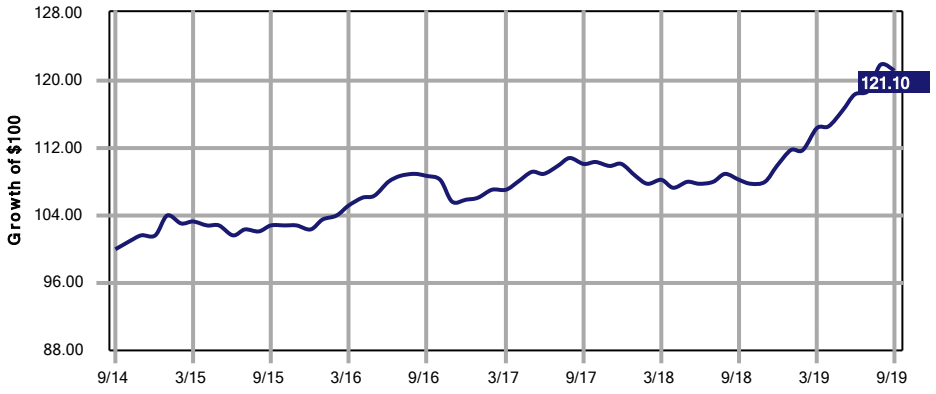
Cocoa Police Officers' Retirement System
Fixed Income
September 30, 2019

5 Years Rolling Percentile Ranking - 5 Years

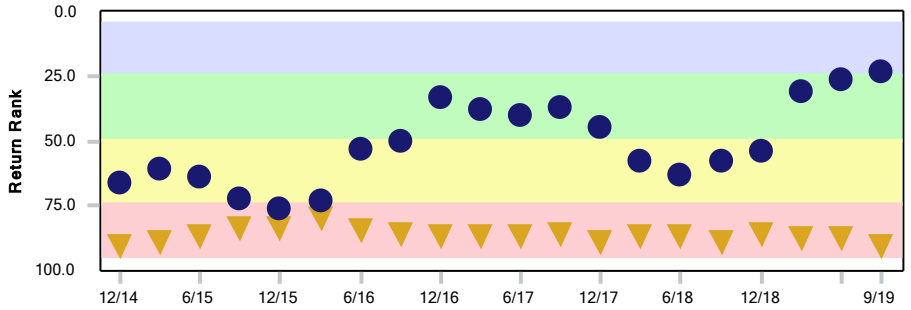


	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Fixed Income	20	0 (0%)	5 (25%)	11 (55%)	4 (20%)
Fixed Income Benchmark	20	0 (0%)	0 (0%)	0 (0%)	20 (100%)

Growth of a Dollar

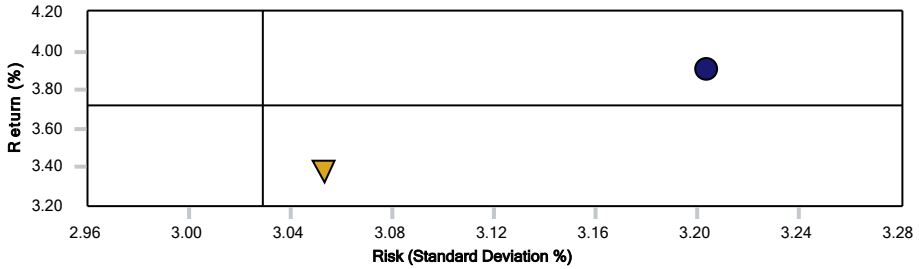


3 Years Rolling Percentile Ranking - 5 Years



	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Fixed Income	20	1 (5%)	8 (40%)	10 (50%)	1 (5%)
Fixed Income Benchmark	20	0 (0%)	0 (0%)	0 (0%)	20 (100%)

Peer Group Risk/Reward - 5 Years



	Return	Standard Deviation
Fixed Income	3.90	3.20
Fixed Income Benchmark	3.38	3.05
Median	3.72	3.03

Historical Statistics - 5 Years

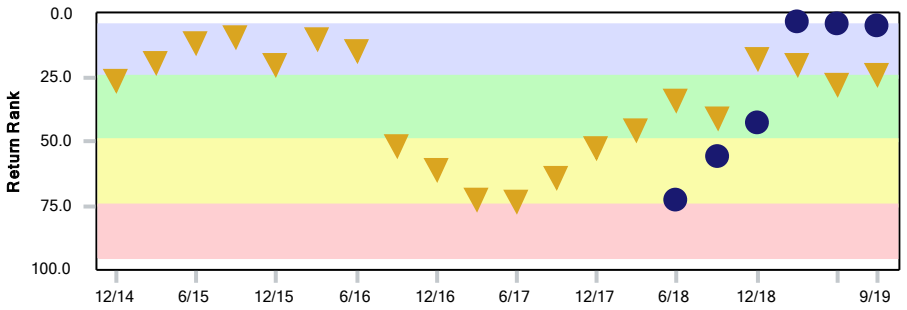
	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Fixed Income	3.90	3.20	0.42	1.03	0.93	99.48	108.54
Fixed Income Benchmark	*3.38*	*3.05*	*0.00*	*1.00*	*0.81*	*100.00*	*100.00*

Historical Statistics - 3 Years

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Fixed Income	3.68	3.47	0.65	1.03	0.64	98.51	111.80
Fixed Income Benchmark	*2.92*	*3.30*	*0.00*	*1.00*	*0.44*	*100.00*	*100.00*

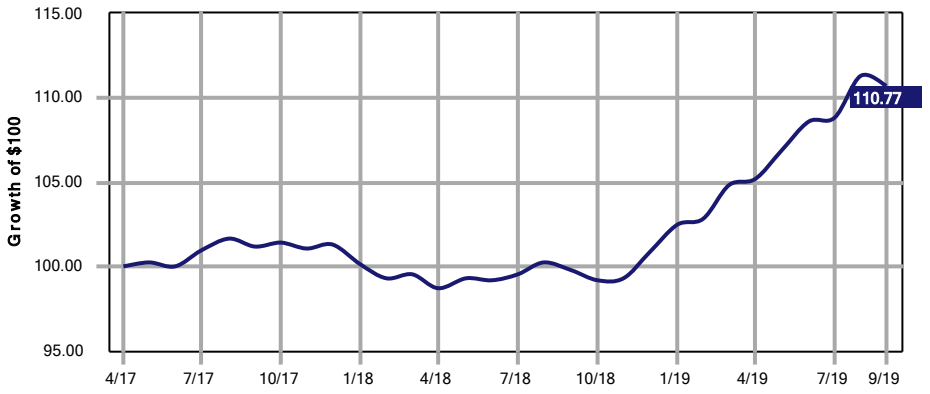
Cocoa Police Officers' Retirement System
Vanguard Interm-Term Inv Grade Adm (MF)
September 30, 2019

1 Year Rolling Percentile Ranking - 5 Years

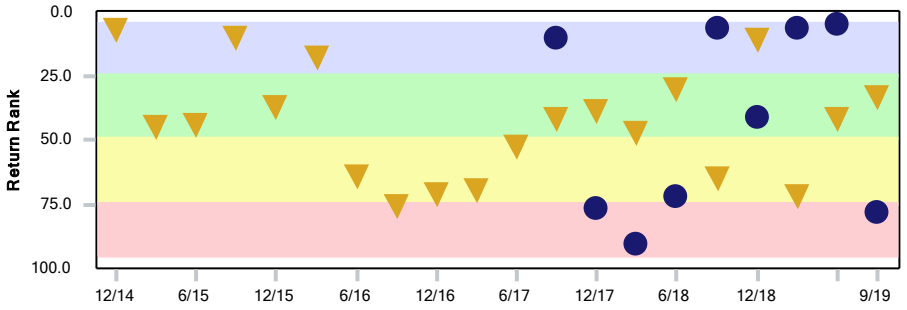


	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Vanguard Interm-Term Inv Grade Adm (MF)	6	3 (50%	1 (17%	2 (33%	0 (0%)
Fixed Income Benchmark	20	9 (45%	5 (25%	6 (30%	0 (0%)

Growth of a Dollar

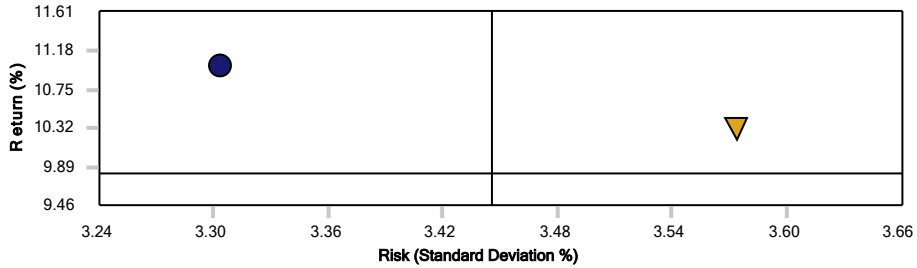


1 Quarter Rolling Percentile Ranking - 5 Years



	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Vanguard Interm-Term Inv Grade Adm (MF)	9	4 (44%	1 (11%	1 (11%	3 (33%
Fixed Income Benchmark	20	4 (20%	9 (45%	6 (30%	1 (5%)

Peer Group Risk/Reward - 1 Year



	Return	Standard Deviation
Vanguard Interm-Term Inv Grade Adm (MF)	11.01	3.30
Fixed Income Benchmark	10.30	3.57
Median	9.81	3.45

Historical Statistics - 1 Year

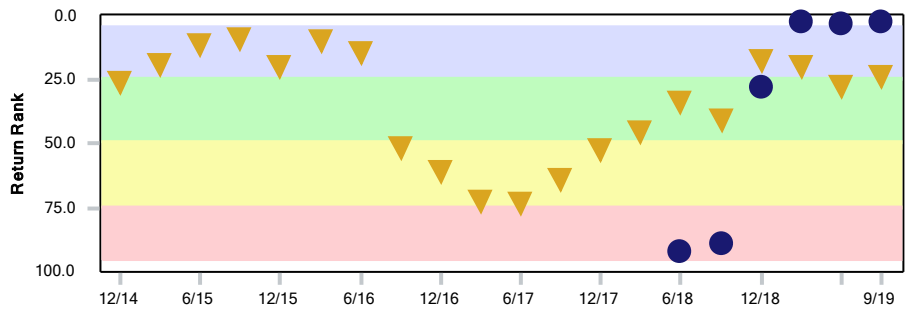
	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Vanguard Interm-Term Inv Grade Adm (MF)	11.01	3.30	1.87	0.88	2.51	60.73	100.91
Fixed Income Benchmark	*10.30*	*3.57*	*0.00*	*1.00*	*2.14*	*100.00*	*100.00*

Historical Statistics - 1 Quarter

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Vanguard Interm-Term Inv Grade Adm (MF)	1.90	1.19	-0.04	0.90	0.38	101.13	87.11
Fixed Income Benchmark	*2.27*	*1.33*	*0.00*	*1.00*	*0.43*	*100.00*	*100.00*

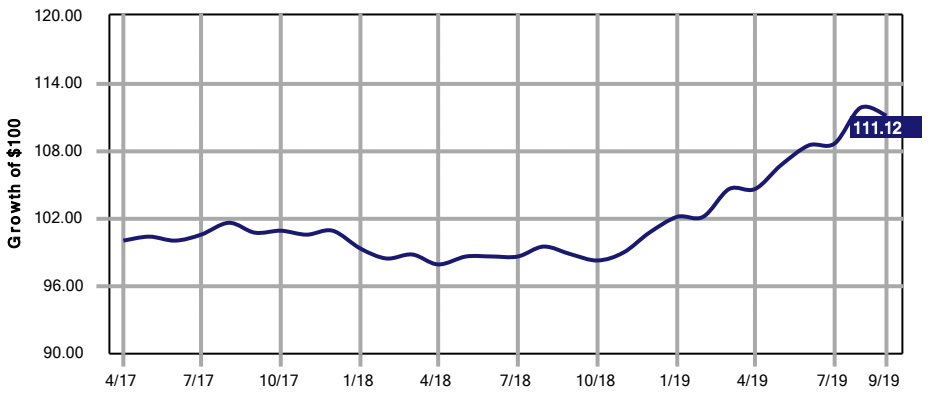
Cocoa Police Officers' Retirement System
Vanguard Interm-Term Bond Index Adm (MF)
September 30, 2019

1 Year Rolling Percentile Ranking - 5 Years

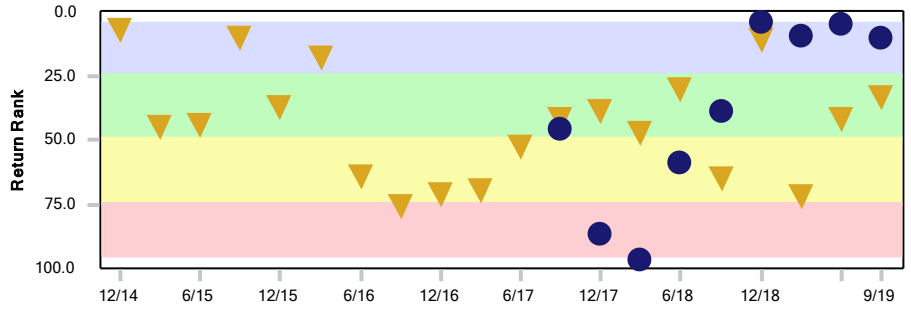


	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Vanguard Interm-Term Bond Index Adm (MF)	6	3 (50%	1 (17%	0 (0%)	2 (33%
Fixed Income Benchmark	20	9 (45%	5 (25%	6 (30%	0 (0%)

Growth of a Dollar

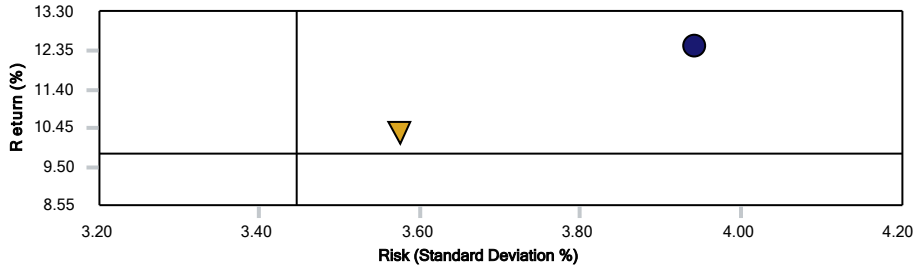


1 Quarter Rolling Percentile Ranking - 5 Years



	Periods	5 - 25	25 - 50	50 - 75	75 - 95
Vanguard Interm-Term Bond Index Adm (MF)	9	4 (44%	2 (22%	1 (11%	2 (22%
Fixed Income Benchmark	20	4 (20%	9 (45%	6 (30%	1 (5%)

Peer Group Risk/Reward - 1 Year



	Return	Standard Deviation
Vanguard Interm-Term Bond Index Adm (MF)	12.48	3.94
Fixed Income Benchmark	10.30	3.57
Median	9.81	3.45

Historical Statistics - 1 Year

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Vanguard Interm-Term Bond Index Adm (MF)	12.48	3.94	1.09	1.09	2.45	87.96	116.21
Fixed Income Benchmark	*10.30*	*3.57*	*0.00*	*1.00*	*2.14*	*100.00*	*100.00*

Historical Statistics - 1 Quarter

	Return	Standard Deviation	Alpha	Beta	Sharpe Ratio	Down Market Capture	Up Market Capture
Vanguard Interm-Term Bond Index Adm (MF)	2.44	1.53	-0.05	1.15	0.42	130.19	112.06
Fixed Income Benchmark	*2.27*	*1.33*	*0.00*	*1.00*	*0.43*	*100.00*	*100.00*

Cocoa Police Officers' Retirement System
Glossary
September 30, 2019

-ACCRUED INTEREST- Bond interest earned since the last interest payment, but not yet received.

-ALPHA- A linear regressive constant that measures expected return independent of Beta.

-ASSET ALLOCATION- The division of portfolio asset classes in order to achieve an expected investment objective.

-BALANCED UNIVERSES - Public Funds, Endowments & Foundations, Corporate peer groups, and PSN peer groups.

-BETA- A measure of portfolio sensitivity (volatility) in relation to the market, based upon past experience.

-BOND DURATION- A measure of portfolio sensitivity to interest rate risk.

-COMMINGLED FUND- An investment fund which is similar to a mutual fund in that investors are permitted to purchase and redeem units that represent ownership in a pool of securities.

-CONVERTIBLE BONDS - Hybrid securities' that offer equity returns during rising equity markets and improved down-market protection.

-CORE- An equal weighting in both growth and value stocks.

-CORRELATION COEFFICIENT- A measure of how two assets move together. The measure is bounded by +1 and -1; +1 means that the two assets move together positively, while a measure of -1 means that the assets are perfectly negatively correlated.

-GROWTH MANAGER- Generally invests in companies that have either experienced above-average growth rates and/or are expected to experience above-average growth rates in the future. Growth portfolios tend to have high price/earnings ratios and generally pay little to no dividends.

-INDEXES- Indexes are used as "independent representations of markets" (e.g., S&P 500).

-INFORMATION RATIO- Annualized excess return above the benchmark relative to the annualized tracking error.

-LARGE CAP- Generally, the term refers to a company that has a market capitalization that exceeds $10 billion.

-MANAGER UNIVERSE- A collection of quarterly investment returns from various investment management firms that may be subdivided by style (e.g. growth, value, core).

-MID CAP- Generally, the term refers to a company that has a market capitalization between $2 and $10 billion.

-NCREIF - A quarterly time series composite total rate of return measure of investment performance of a large pool of individual commercial real estate properties acquired in the private market for investment purposes only.

-NCREIF ODCE - Open End Diversified Core Equity index which consists of historical and current returns from 26 open-end commingled funds pursuing core strategy. This index is capitalization weighted, time weighted and gross of fees.

-NET- Investment return accounts only for manager fees.

-PROTECTING FLORIDA INVESTMENT ACT (PFIA) - SBA publishes a list of prohibited investments (scrutinized companies).

-RATE OF RETURN- The percentage change in the value of an investment in a portfolio over a specified time period, excluding contributions.

-RISK MEASURES- Measures of the investment risk level, including beta, credit, duration, standard deviation, and others that are based on current and historical data.

-R-SQUARED- Measures how closely portfolio returns and those of the market are correlated, or how much variation in the portfolio returns may be explained by the market. An R2 of 40 means that 40% of the variation in a fund’s price changes could be attributed to changes in the market index over the time period.

Cocoa Police Officers' Retirement System
Glossary
September 30, 2019

-SHARPE RATIO- The ratio of the rate of return earned above the risk-free rate to the standard deviation of the portfolio. It measures the number of units of return per unit of risk.

-SMALL CAP- Generally refers to a company with a market capitalization $300 million to $2 billion.

-STANDARD DEVIATION- Measure of the variability (dispersion) of historical returns around the mean. It measures how much exposure to volatility was experienced by the implementation of an investment strategy.

-SYSTEMATIC RISK- Measured by beta, it is the risk that cannot be diversified away (market risk).

-TIME WEIGHTED (TW) RETURN - A measure of the investments versus the investor. When there are no flows the TW & DOLLAR weighted (DW) returns are the same and vice versa.

-TRACKING ERROR- A measure of how closely a manager's performance tracks an index; it is the annualized standard deviation of the differences between the quarterly returns for the manager and the benchmark.

-TREYNOR RATIO- A measure of reward per unit of risk. (excess return divided by beta).

-UP AND DOWN-MARKET CAPTURE RATIO- Ratio that illustrates how a manager performed relative to the market during rising and declining market periods.

-VALUE MANAGER- Generally invests in companies that have low price-to-earnings and price-to-book ratios and/or above-average dividend yields.

Cocoa Police Officers' Retirement System
Disclosure
September 30, 2019

Advisory services are offered through or by Burgess Chambers and Associates, Inc., a registered SEC investment advisor.

Performance Reporting:

1. Changes in portfolio valuations due to capital gains or losses, dividends, interest, income and management fees are included in the calculation of returns. All calculations are made in accordance with generally accepted industry standards.

2. Transaction costs, such as commissions, are included in the purchase cost or deducted from the proceeds or sale of a security. Differences in transaction costs may affect comparisons.

3. Individual client returns may vary due to a variety of factors, including differences in investment objectives, asset allocating and timing of investment decisions.

4. Performance reports are generated from information supplied by the client, custodian, and/or investment managers. BCA relies upon the accuracy of this data when preparing reports.

5. The market indexes do not include transaction costs, and an investment in a product similar to the index would have lower performance dependent upon costs, fees, dividend reinvestments, and timing. Benchmarks and indexes are for comparison purposes only, and there is no assurance or guarantee that such performance will be achieved.

6. Performance information prepared by third party sources may differ from that shown by BCA. These differences may be due to different methods of analysis, different time periods being evaluated, different pricing sources for securities, treatment of accrued income, treatment of cash, and different accounting procedures.

7. Certain valuations, such as alternative assets, ETF, and mutual funds, are prepared based on information from third party sources, the accuracy of such information cannot be guaranteed by BCA. Such data may include estimates and maybe subject to revision.

8. BCA relies on third party vendors to supply tax cost and market values, In the event that cost values are not available, market values may be used as a substitute.

9. BCA has not reviewed the risks of individual security holdings.

10. BCA investment reports are not indicative of future results.

11. Performance rankings are time sensitive and subject to change.

12. Mutual Fund (MF), Collective Investment Trusts (CIT) and Exchange Traded Funds (ETF) are ranked in net of fee universes.

13. Separately Managed Account (SMA) and Commingled Fund (CF) returns are ranked in gross of fees universes.

14. Composite returns are ranked in universes that encompass both gross and net of fee returns.

15. Total Fund returns are ranked in a gross of fee universe.

16. For a free copy of Part II (mailed w/i 5 bus. days from request receipt) of Burgess Chambers & Associates, Inc.'s most recent Form ADV which details pertinent business procedures, please contact: 315 East Robinson Street Suite #690, Orlando, Florida 32801, 407-644-0111, info@burgesschambers.com.

Burgess Chambers & Associates, Inc.

Institutional Investment Advisors

www.burgesschambers.com

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P: 407-644-0111 F: 407-644-0694

"Serving the Community"

City of Cocoa, Florida

November 20, 2019

Honorable Mayor and City Council
c/o Mr. John Titkanich, City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, Florida 32922

Re: City of Cocoa General Employees' Defined Benefit Pension Trust Fund - Annual Report of Investment Activity

Dear Mr. Titkanich:

In accordance with Section 112.661(15), Florida Statutes, please find enclosed the annual reports of investment activity of the City of Cocoa General Employees' Defined Benefit Pension Trust Fund. This report includes investments in the portfolio as of September 30, 2019 listed by class or type, book value, income earned and market value as of the stated date. This report must also be made available to the public.

Yours very truly,

Missie McCarthy
Chairman, Board of Trustees

Enclosures: As Stated

"Serving the Community"

City of Cocoa, Florida

November 20, 2019

Honorable Mayor and City Council
c/o Mr. John Titkanich, City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, Florida 32922

Re: City of Cocoa Police Officers' Pension Trust Fund - Annual Report of Investment Activity

Dear Mr. Titkanich:

In accordance with Section 112.661(15), Florida Statutes, please find enclosed the annual reports of investment activity of the City of Cocoa Police Officers' Pension Trust Fund. This report includes investments in the portfolio as of September 30, 2019 listed by class or type, book value, income earned and market value as of the stated date. This report must also be made available to the public.

Yours very truly,

R. Robert Bobay
Chairman, Board of Trustees

Enclosures: As Stated

Account Statement

October 1, 2018 - September 30, 2019

M68593 COCOA GEN MAST-Stmt Group

REGIONS
201 Milan Parkway, Second Floor
Birmingham, AL 35211

Your Relationship Team

ANTHONY G MEUTH +1 205 264 0914 anthony.meuth@regions.com

Accounts Included In This Statement

3250000464	COCOA GENERAL R&D
3250000473	COCOA GEN MUTUAL FUND
3250000491	COCOA GENERAL AGINCOURT

SHEILA HUTCHESON CITY OF COCOA GENERAL
3860 GRANDLINE ROAD
MIMS, FL 32754
United States

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Market Value Reconciliation - M68593 COCOA GEN MAST-Stmt Group

	Net Amount	Balance
Beginning Market Value		**$9,296,875.64**
Contributions/Receipts		
Employee Pre-Tax Contributions	3,558.22	
Employer Contribution	681,114.00	
Other Receipts	650,385.90	
Transfers	2,020,883.98	
Total Contributions/Receipts		**$3,355,942.10**
Distributions/Disbursements		
Other Distributions	-27,871.24	
Participant Distributions	-1,471,975.37	
Transfers	-2,020,883.98	
Total Distributions/Disbursements		**-$3,520,730.59**
Fees/Expenses		
Legal Fees	-11,875.75	
Management Fees	-42,677.69	
Other Fees	-3,867.71	
Recordkeeping/Actuarial Fee	-7,045.00	
Trustee/Custody Fees	-6,266.81	
Total Fees/Expenses		**-$71,732.96**
Dividends		
Dividends Received	178,296.80	
Total Dividends		**$178,296.80**
Interest		
Interest Received	55,071.01	
Total Interest		**$55,071.01**
Other Income/Capital Gain Distributions		
Capital Gain Distributions	241,260.10	
Total Other Income/Capital Gain Distributions		**$241,260.10**
Total Realized Gain/Loss		**$153,893.63**
Total Net Interest Bought & Sold		**$1,650.42**

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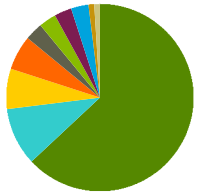
Market Value Reconciliation - M68593 COCOA GEN MAST-Stmt Group (Continued)

	Net Amount	Balance
Total Change in Accrual		**-$2,013.57**
Total Cost Adjustments		**$1,442.56**
Total Net Change in Unrealized Gain/Loss		**-$423,399.78**
Total Ending Market Value		**$9,266,555.36**

Purchases

Summary

	Cost	Percent
Cash Equivalents	5,044,039.71	63%
Domestic Funds	772,818.94	10%
International Equity	590,626.63	7%
US Government	513,269.13	6%
Unmapped Instr Type	239,672.84	3%
Diversified Strategies (Liquid Alts)	223,868.61	3%
US Credit	217,383.40	3%
Domestic Large Cap	205,949.52	3%
Agency MBS	84,124.65	1%
All Others	70,106.89	1%
Total of your portfolio	**$7,961,860.32**	**100%**



Details

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Corporate Actions/Income					
Equity					
Domestic Large Cap					
December 6, 2018 December 6, 2018	Cash Dividend 0.201542 USD BrandywineGLOBAL - Dynamic US Large Cap Value Fund For 155,105.415 Units Due on 12/06/18 With Ex Date 12/05/18 Reinvested $31,260.26 at $10.93 For 2,860.042 Units, CUSIP 52471E647	31,260.26		31,260.26	
December 6, 2018 December 6, 2018	Long Term Capital Gain Distribution 0.42822 USD BrandywineGLOBAL - Dynamic US Large Cap Value Fund For 155,105.415 Units Due on 12/06/18 With Ex Date 12/05/18 Reinvested $66,419.24 at $10.93 For 6,076.783 Units, CUSIP 52471E647	66,419.24		66,419.24	

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Purchases (continued)

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Corporate Actions/Income (continued)					
Equity (continued)					
Domestic Large Cap (continued)					
December 6, 2018 December 6, 2018	Short Term Capital Gain Distribution 0.55072 USD BrandywineGLOBAL - Dynamic US Large Cap Value Fund For 155,105.415 Units Due on 12/06/18 With Ex Date 12/05/18 Reinvested $85,419.65 at $10.93 For 7,815.156 Units, CUSIP 52471E647	85,419.65		85,419.65	
December 14, 2018 December 17, 2018	Cash Dividend 1.2811 USD Vanguard 500 Index Fund For 4,763.258 Units Due on 12/17/18 With Ex Date 12/14/18 Reinvested $6,102.21 at $239.87 For 25.44 Units, CUSIP 922908710	6,102.21		6,102.21	
March 20, 2019 March 21, 2019	Cash Dividend 1.4561 USD Vanguard 500 Index Fund For 4,788.698 Units Due on 03/21/19 With Ex Date 03/20/19 Reinvested $6,972.82 at $260.51 For 26.766 Units, CUSIP 922908710	6,972.82		6,972.82	
June 26, 2019 June 27, 2019	Cash Dividend 1.3893 USD Vanguard 500 Index Fund For 3,622.059 Units Due on 06/27/19 With Ex Date 06/26/19 Reinvested $5,032.13 at $268.76 For 18.724 Units, CUSIP 922908710	5,032.13		5,032.13	
September 25, 2019 September 26, 2019	Cash Dividend 1.3028 USD Vanguard 500 Index Fund For 3,640.783 Units Due on 09/26/19 With Ex Date 09/25/19 Reinvested $4,743.21 at $275.37 For 17.225 Units, CUSIP 922908710	4,743.21		4,743.21	
Total Domestic Large Cap		**$205,949.52**	**$0.00**	**$205,949.52**	**$0.00**
Domestic Small-Mid Cap					
December 10, 2018 December 11, 2018	Short Term Capital Gain Distribution 0.16361 USD Wells Fargo Special Small Cap Value Fund For 21,122.025 Units Due on 12/11/18 With Ex Date 12/08/18 Reinvested $3,455.77 at $30.54 For 113.156 Units, CUSIP 94988A668	3,455.77		3,455.77	
December 10, 2018 December 11, 2018	Long Term Capital Gain Distribution 1.89906 USD Wells Fargo Special Small Cap Value Fund For 21,122.025 Units Due on 12/11/18 With Ex Date	40,111.99		40,111.99	

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Corporate Actions/Income (continued)					
Equity (continued)					
Domestic Small-Mid Cap (continued)					
	12/08/18 Reinvested $40,111.99 at $30.54 For 1,313.425 Units, CUSIP 94988A668				
December 14, 2018 December 17, 2018	Cash Dividend 0.30289 USD Wells Fargo Special Small Cap Value Fund For 22,548.606 Units Due on 12/17/18 With Ex Date 12/14/18 Reinvested $6,829.75 at $29.69 For 230.035 Units, CUSIP 94988A668	6,829.75		6,829.75	
Total Domestic Small-Mid Cap		**$50,397.51**	**$0.00**	**$50,397.51**	**$0.00**
International Equity					
December 20, 2018 December 21, 2018	Cash Dividend 0.7495 USD American Funds EuroPacific Growth Fund For 27,909.154 Units Due on 12/21/18 With Ex Date 12/21/18 Reinvested $20,917.91 at $44.51 For 469.96 Units, CUSIP 298706821	20,917.91		20,917.91	
December 20, 2018 December 21, 2018	Long Term Capital Gain Distribution 0.6235 USD American Funds EuroPacific Growth Fund For 27,909.154 Units Due on 12/21/18 With Ex Date 12/21/18 Reinvested $17,401.36 at $44.51 For 390.954 Units, CUSIP 298706821	17,401.36		17,401.36	
June 12, 2019 June 13, 2019	Cash Dividend 0.0802 USD American Funds EuroPacific Growth Fund For 28,770.068 Units Due on 06/13/19 With Ex Date 06/13/19 Reinvested $2,307.36 at $51.28 For 44.995 Units, CUSIP 298706821	2,307.36		2,307.36	
Total International Equity		**$40,626.63**	**$0.00**	**$40,626.63**	**$0.00**
Total Equity		**$296,973.66**	**$0.00**	**$296,973.66**	**$0.00**

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Corporate Actions/Income (continued)					
Fixed Income					
Unmapped Instr Type					
October 15, 2018 October 17, 2018	Cash Dividend 0.0555 USD Templeton Global Bond Fund/United States For 41,358.371 Units Due on 10/17/18 With Ex Date 10/13/18 Reinvested $2,295.39 at $11.51 For 199.426 Units, CUSIP 880208400	2,295.39		2,295.39	
November 15, 2018 November 19, 2018	Cash Dividend 0.0575 USD Templeton Global Bond Fund/United States For 41,557.797 Units Due on 11/19/18 With Ex Date 11/15/18 Reinvested $2,389.57 at $11.60 For 205.997 Units, CUSIP 880208400	2,389.57		2,389.57	
December 17, 2018 December 19, 2018	Cash Dividend 0.264 USD Templeton Global Bond Fund/United States For 41,763.794 Units Due on 12/19/18 With Ex Date 12/15/18 Reinvested $11,025.64 at $11.29 For 976.585 Units, CUSIP 880208400	11,025.64		11,025.64	
January 15, 2019 January 17, 2019	Cash Dividend 0.0649 USD Templeton Global Bond Fund/United States For 42,740.379 Units Due on 01/17/19 With Ex Date 01/15/19 Reinvested $2,773.85 at $11.39 For 243.534 Units, CUSIP 880208400	2,773.85		2,773.85	
February 15, 2019 February 20, 2019	Cash Dividend 0.0531 USD Templeton Global Bond Fund/United States For 42,983.913 Units Due on 02/20/19 With Ex Date 02/15/19 Reinvested $2,282.45 at $11.51 For 198.301 Units, CUSIP 880208400	2,282.45		2,282.45	
March 15, 2019 March 19, 2019	Cash Dividend 0.056 USD Templeton Global Bond Fund/United States For 43,182.214 Units Due on 03/19/19 With Ex Date 03/15/19 Reinvested $2,418.20 at $11.44 For 211.381 Units, CUSIP 880208400	2,418.20		2,418.20	
April 15, 2019 April 17, 2019	Cash Dividend 0.0576 USD Templeton Global Bond Fund/United States For 43,393.595 Units Due on 04/17/19 With Ex Date 04/13/19 Reinvested	2,499.47		2,499.47	

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Corporate Actions/Income (continued)					
Fixed Income (continued)					
Unmapped Instr Type (continued)					
	$2,499.47 at $11.46 For 218.104 Units, CUSIP 880208400				
May 15, 2019 May 17, 2019	Cash Dividend 0.0573 USD Templeton Global Bond Fund/United States For 43,611.699 Units Due on 05/17/19 With Ex Date 05/15/19 Reinvested $2,498.95 at $11.23 For 222.524 Units, CUSIP 880208400	2,498.95		2,498.95	
June 17, 2019 June 19, 2019	Cash Dividend 0.0522 USD Templeton Global Bond Fund/United States For 43,834.223 Units Due on 06/19/19 With Ex Date 06/15/19 Reinvested $2,288.15 at $11.22 For 203.935 Units, CUSIP 880208400	2,288.15		2,288.15	
July 15, 2019 July 17, 2019	Cash Dividend 0.0585 USD Templeton Global Bond Fund/United States For 61,690.408 Units Due on 07/17/19 With Ex Date 07/13/19 Reinvested $3,608.89 at $11.34 For 318.244 Units, CUSIP 880208400	3,608.89		3,608.89	
August 15, 2019 August 19, 2019	Cash Dividend 0.0507 USD Templeton Global Bond Fund/United States For 62,008.652 Units Due on 08/19/19 With Ex Date 08/15/19 Reinvested $3,143.84 at $10.74 For 292.723 Units, CUSIP 880208400	3,143.84		3,143.84	
September 16, 2019 September 18, 2019	Cash Dividend 0.0393 USD Templeton Global Bond Fund/United States For 62,301.375 Units Due on 09/18/19 With Ex Date 09/14/19 Reinvested $2,448.44 at $10.70 For 228.826 Units, CUSIP 880208400	2,448.44		2,448.44	
Total Unmapped Instr Type		**$39,672.84**	**$0.00**	**$39,672.84**	**$0.00**
Total Fixed Income		**$39,672.84**	**$0.00**	**$39,672.84**	**$0.00**

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Corporate Actions/Income (continued)					
Balanced - Multi-Asset					
Domestic Funds					
December 20, 2018 December 21, 2018	Long Term Capital Gain Distribution 0.6267 USD Westwood Income Opportunity Fund For 45,399.855 Units Due on 12/21/18 With Ex Date 12/20/18 Reinvested $28,452.09 at $14.10 For 2,017.879 Units, CUSIP 0075W0775	28,452.09		28,452.09	
December 28, 2018 December 31, 2018	Cash Dividend 0.0916 USD Westwood Income Opportunity Fund For 47,417.734 Units Due on 12/31/18 With Ex Date 12/28/18 Reinvested $4,343.46 at $14.00 For 310.247 Units, CUSIP 0075W0775	4,343.46		4,343.46	
March 29, 2019 March 29, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 03/01/19 to 03/31/19 Due on 03/29/19 Reinvested $2,392.06 at $10.71 For 223.348 Units, CUSIP 09256H336	2,392.06		2,392.06	
April 30, 2019 April 30, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 04/01/19 to 04/30/19 Due on 04/30/19 Reinvested $3,220.52 at $10.78 For 298.75 Units, CUSIP 09256H336	3,220.52		3,220.52	
May 31, 2019 May 31, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 05/01/19 to 05/31/19 Due on 05/31/19 Reinvested $3,522.84 at $10.66 For 330.473 Units, CUSIP 09256H336	3,522.84		3,522.84	
June 28, 2019 June 28, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 06/01/19 to 06/30/19 Due on 06/28/19 Reinvested $3,071.68 at $10.85 For 283.104 Units, CUSIP 09256H336	3,071.68		3,071.68	
July 31, 2019 July 31, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 07/01/19 to 07/31/19 Due on 07/31/19 Reinvested $3,036.73 at $10.85 For 279.883 Units, CUSIP 09256H336	3,036.73		3,036.73	
August 30, 2019 August 30, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 08/01/19 to 08/31/19 Due on	3,366.86		3,366.86	

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Purchases (continued)

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Corporate Actions/Income (continued)					
Balanced - Multi-Asset (continued)					
Domestic Funds (continued)					
	08/30/19 Reinvested $3,366.86 at $10.85 For 310.31 Units, CUSIP 09256H336				
September 30, 2019 September 30, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 09/01/19 to 09/30/19 Due on 09/30/19 Reinvested $3,106.59 at $10.85 For 286.322 Units, CUSIP 09256H336	3,106.59		3,106.59	
Total Domestic Funds		**$54,512.83**	**$0.00**	**$54,512.83**	**$0.00**
Total Balanced - Multi-Asset		**$54,512.83**	**$0.00**	**$54,512.83**	**$0.00**
Alternative Investments					
Diversified Strategies (Liquid Alts)					
December 27, 2018 December 27, 2018	Cash Dividend 0.33504 USD PIMCO All Asset Fund For 38,902.71 Units Due on 12/27/18 With Ex Date 12/27/18 Reinvested $13,033.96 at $10.87 For 1,199.076 Units, CUSIP 722005626	13,033.96		13,033.96	
March 14, 2019 March 14, 2019	Cash Dividend 0.05939 USD PIMCO All Asset Fund For 40,101.786 Units Due on 03/14/19 With Ex Date 03/14/19 Reinvested $2,381.65 at $11.42 For 208.551 Units, CUSIP 722005626	2,381.65		2,381.65	
June 13, 2019 June 13, 2019	Cash Dividend 0.06646 USD PIMCO All Asset Fund For 40,310.337 Units Due on 06/13/19 With Ex Date 06/13/19 Reinvested $2,679.02 at $11.51 For 232.756 Units, CUSIP 722005626	2,679.02		2,679.02	
September 12, 2019 September 12, 2019	Cash Dividend 0.10033 USD PIMCO All Asset Fund For 57,549.896 Units Due on 09/12/19 With Ex Date 09/12/19 Reinvested $5,773.98 at $11.59 For 498.186 Units, CUSIP 722005626	5,773.98		5,773.98	
Total Diversified Strategies (Liquid Alts)		**$23,868.61**	**$0.00**	**$23,868.61**	**$0.00**
Total Alternative Investments		**$23,868.61**	**$0.00**	**$23,868.61**	**$0.00**
Total Corporate Actions/Income		**$415,027.94**	**$0.00**	**$415,027.94**	**$0.00**

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Purchases					
Equity					
International Equity					
July 5, 2019 July 8, 2019	Purchase 10,305.415 Units of American Funds EuroPacific Growth Fund @ $53.37, CUSIP 298706821	-550,000.00		550,000.00	
Total International Equity		**-$550,000.00**	**$0.00**	**$550,000.00**	**$0.00**
Total Equity		**-$550,000.00**	**$0.00**	**$550,000.00**	**$0.00**
Fixed Income					
US Government					
October 2, 2018 October 4, 2018	Purchase 40,000.00 Par Value of United States Treasury Note/Bond 1.625% 30 Jun 2020 @ 98.04% Paid Accrued Interest of $169.57, CUSIP 912828XH8	-39,215.76		39,215.76	-169.57
November 1, 2018 November 5, 2018	Purchase 25,000.00 Par Value of United States Treasury Note/Bond 1.625% 30 Jun 2020 @ 98.06% Paid Accrued Interest of $141.30, CUSIP 912828XH8	-24,515.71		24,515.71	-141.30
November 16, 2018 November 19, 2018	Purchase 10,000.00 Par Value of United States Treasury Note/Bond 1.625% 30 Jun 2020 @ 98.16% Paid Accrued Interest of $62.70, CUSIP 912828XH8	-9,816.05		9,816.05	-62.70
January 2, 2019 January 4, 2019	Purchase 60,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Feb 2027 @ 97.31% Paid Accrued Interest of $520.92, CUSIP 912828V98	-58,383.05		58,383.05	-520.92
January 4, 2019 January 7, 2019	Purchase 10,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Feb 2027 @ 97.56% Paid Accrued Interest of $88.65, CUSIP 912828V98	-9,755.90		9,755.90	-88.65
January 4, 2019 January 7, 2019	Purchase 75,000.00 Par Value of United States Treasury Note/Bond 1% 31 Aug 2019 @ 99.00% Paid Accrued Interest of $267.27, CUSIP 912828TN0	-74,247.32		74,247.32	-267.27

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Purchases (continued)					
Fixed Income (continued)					
US Government (continued)					
February 1, 2019 February 5, 2019	Purchase 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Feb 2027 @ 97.17% Paid Accrued Interest of $53.19, CUSIP 912828V98	-4,858.42		4,858.42	-53.19
February 12, 2019 February 14, 2019	Purchase 15,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Feb 2027 @ 97.31% Paid Accrued Interest of $167.83, CUSIP 912828V98	-14,596.94		14,596.94	-167.83
March 1, 2019 March 5, 2019	Purchase 10,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Feb 2027 @ 96.81% Paid Accrued Interest of $11.19, CUSIP 912828V98	-9,680.51		9,680.51	-11.19
March 15, 2019 March 19, 2019	Purchase 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Feb 2027 @ 98.00% Paid Accrued Interest of $9.94, CUSIP 912828V98	-4,900.02		4,900.02	-9.94
April 1, 2019 April 3, 2019	Purchase 15,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Feb 2027 @ 98.65% Paid Accrued Interest of $43.82, CUSIP 912828V98	-14,797.91		14,797.91	-43.82
April 15, 2019 April 17, 2019	Purchase 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Feb 2027 @ 98.27% Paid Accrued Interest of $18.96, CUSIP 912828V98	-4,913.50		4,913.50	-18.96
June 3, 2019 June 5, 2019	Purchase 20,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 101.41% Paid Accrued Interest of $25.68, CUSIP 9128283F5	-20,282.11		20,282.11	-25.68
June 4, 2019 June 6, 2019	Purchase 115,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 101.23% Paid Accrued Interest of $154.69, CUSIP 9128283F5	-116,419.99		116,419.99	-154.69

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Purchases (continued)					
Fixed Income (continued)					
US Government (continued)					
June 27, 2019 June 28, 2019	Purchase 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 102.12% Paid Accrued Interest of $13.45, CUSIP 9128283F5	-5,105.88		5,105.88	-13.45
July 8, 2019 July 10, 2019	Purchase 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 101.95% Paid Accrued Interest of $17.12, CUSIP 9128283F5	-5,097.68		5,097.68	-17.12
July 9, 2019 July 11, 2019	Purchase 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 101.84% Paid Accrued Interest of $17.43, CUSIP 9128283F5	-5,092.01		5,092.01	-17.43
July 10, 2019 July 12, 2019	Purchase 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 101.90% Paid Accrued Interest of $17.73, CUSIP 9128283F5	-5,094.94		5,094.94	-17.73
August 1, 2019 August 5, 2019	Purchase 10,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 102.61% Paid Accrued Interest of $50.14, CUSIP 9128283F5	-10,261.37		10,261.37	-50.14
August 7, 2019 August 9, 2019	Purchase 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 104.72% Paid Accrued Interest of $26.29, CUSIP 9128283F5	-5,235.76		5,235.76	-26.29
August 27, 2019 August 29, 2019	Purchase 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 106.08% Paid Accrued Interest of $32.40, CUSIP 9128283F5	-5,304.12		5,304.12	-32.40
August 27, 2019 August 29, 2019	Purchase 50,000.00 Par Value of United States Treasury Note/Bond 1.375% 31 Jan 2020 @ 99.78% Paid Accrued Interest of $54.18, CUSIP 912828UL2	-49,888.84		49,888.84	-54.18

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Purchases (continued)					
Fixed Income (continued)					
US Government (continued)					
August 30, 2019 September 3, 2019	Purchase 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 105.77% Paid Accrued Interest of $33.93, CUSIP 9128283F5	-5,288.50		5,288.50	-33.93
September 3, 2019 September 5, 2019	Purchase 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 106.38% Paid Accrued Interest of $34.54, CUSIP 9128283F5	-5,319.16		5,319.16	-34.54
September 20, 2019 September 24, 2019	Purchase 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 103.95% Paid Accrued Interest of $40.35, CUSIP 9128283F5	-5,197.68		5,197.68	-40.35
Total US Government		**-$513,269.13**	**$0.00**	**$513,269.13**	**-$2,073.27**
Agency MBS					
October 9, 2018 October 11, 2018	Purchase 25,000.00 Par Value 22,337.36 Current Face of Fannie Mae Pool FN MA2956 3% 01 Apr 2047 @94.765625 % Paid Accrued Interest of $18.61, CUSIP 31418CJA3	-21,168.14		21,168.14	-18.61
October 26, 2018 November 13, 2018	Purchase 10,000.00 Par Value 9,240.26 Current Face of Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 @97.953125 % Paid Accrued Interest of $10.78, CUSIP 31418CPE8	-9,051.12		9,051.12	-10.78
October 26, 2018 November 13, 2018	Reversal of Purchase 10,000.00 Par Value 9,240.26 Current Face of Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 @97.953125 % Paid Accrued Interest of $10.78, CUSIP 31418CPE8	9,051.12		-9,051.12	10.78
October 26, 2018 November 13, 2018	Purchase 10,000.00 Par Value 9,182.58 Current Face of Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 @97.953125 % Paid Accrued Interest of $10.71, CUSIP 31418CPE8	-8,994.62		8,994.62	-10.71

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Purchases (continued)					
Fixed Income (continued)					
Agency MBS (continued)					
December 19, 2018 December 21, 2018	Purchase 10,000.00 Par Value 9,289.91 Current Face of Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 @99.546875 % Paid Accrued Interest of $18.06, CUSIP 31418CR89	-9,247.82		9,247.82	-18.06
January 22, 2019 January 24, 2019	Purchase 30,000.00 Par Value 20,927.47 Current Face of Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 @98.703125 % Paid Accrued Interest of $40.11, CUSIP 36179SB71	-20,656.07		20,656.07	-40.11
May 8, 2019 May 9, 2019	Purchase 25,000.00 Par Value 24,256.99 Current Face of Fannie Mae Pool FN BM5024 3% 01 Nov 2048 @99.179688 % Paid Accrued Interest of $16.17, CUSIP 3140J9SN2	-24,058.00		24,058.00	-16.17
Total Agency MBS		**-$84,124.65**	**$0.00**	**$84,124.65**	**-$103.66**
CMBS					
November 6, 2018 November 8, 2018	Purchase 10,000.00 Par Value 10,000.00 Current Face of WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 @98.09375 % Paid Accrued Interest of $5.84, CUSIP 92936YAC5	-9,809.38		9,809.38	-5.84
December 20, 2018 December 24, 2018	Purchase 10,000.00 Par Value 10,000.00 Current Face of UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049 @99 % Paid Accrued Interest of $19.75, CUSIP 90349DAD4	-9,900.00		9,900.00	-19.75
Total CMBS		**-$19,709.38**	**$0.00**	**$19,709.38**	**-$25.59**
US Credit					
October 5, 2018 October 10, 2018	Purchase 5,000.00 Par Value of Comcast Corp 3.95% 15 Oct 2025 @ 99.43% Paid Accrued Interest of $2.74, CUSIP 20030NCS8	-4,971.45		4,971.45	-2.74
November 14, 2018 November 16, 2018	Purchase 5,000.00 Par Value of TCI Communications Inc 7.875% 15 Feb 2026 @	-6,095.45		6,095.45	-99.53

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Purchases (continued)					
Fixed Income (continued)					
US Credit (continued)					
	121.91% Paid Accrued Interest of $99.53, CUSIP 872287AF4				
November 15, 2018 November 19, 2018	Purchase 10,000.00 Par Value of Virginia Electric & Power Co 3.45% 01 Sep 2022 @ 99.53% Paid Accrued Interest of $74.75, CUSIP 927804FJ8	-9,953.00		9,953.00	-74.75
November 26, 2018 November 28, 2018	Purchase 5,000.00 Par Value of Verizon Communications Inc 5.15% 15 Sep 2023 @ 105.68% Paid Accrued Interest of $52.22, CUSIP 92343VBR4	-5,284.20		5,284.20	-52.22
November 26, 2018 November 28, 2018	Purchase 15,000.00 Par Value of Morgan Stanley 2.625% 17 Nov 2021 @ 96.87% Paid Accrued Interest of $12.03, CUSIP 61746BED4	-14,530.65		14,530.65	-12.03
November 26, 2018 November 28, 2018	Purchase 5,000.00 Par Value of CVS Health Corp 2.75% 01 Dec 2022 @ 95.42% Paid Accrued Interest of $67.60, CUSIP 126650BZ2	-4,770.80		4,770.80	-67.60
November 26, 2018 November 28, 2018	Purchase 5,000.00 Par Value of JPMorgan Chase & Co 4.4% 22 Jul 2020 @ 101.61% Paid Accrued Interest of $77.00, CUSIP 46625HHS2	-5,080.40		5,080.40	-77.00
November 26, 2018 November 28, 2018	Purchase 5,000.00 Par Value of RELX Capital Inc 3.125% 15 Oct 2022 @ 97.24% Paid Accrued Interest of $18.66, CUSIP 758202AK1	-4,861.75		4,861.75	-18.66
November 26, 2018 November 28, 2018	Purchase 5,000.00 Par Value of Microsoft Corp 2.875% 06 Feb 2024 @ 97.01% Paid Accrued Interest of $44.72, CUSIP 594918BX1	-4,850.65		4,850.65	-44.72
November 26, 2018 November 28, 2018	Purchase 5,000.00 Par Value of Martin Marietta Materials Inc 4.25% 02 Jul 2024 @ 100.29% Paid Accrued Interest of $86.18, CUSIP 573284AN6	-5,014.30		5,014.30	-86.18
November 27, 2018 November 29, 2018	Purchase 5,000.00 Par Value of RELX Capital Inc 3.125% 15 Oct 2022 @ 97.24% Paid Accrued Interest of $19.10, CUSIP 758202AK1	-4,862.20		4,862.20	-19.10

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Purchases (continued)					
Fixed Income (continued)					
US Credit (continued)					
November 27, 2018 November 29, 2018	Purchase 5,000.00 Par Value of Ryder System Inc 2.25% 01 Sep 2021 @ 96.33% Paid Accrued Interest of $27.50, CUSIP 78355HKC2	-4,816.65		4,816.65	-27.50
November 27, 2018 November 29, 2018	Purchase 5,000.00 Par Value of Fiserv Inc 2.7% 01 Jun 2020 @ 98.74% Paid Accrued Interest of $66.75, CUSIP 337738AN8	-4,937.05		4,937.05	-66.75
December 6, 2018 December 10, 2018	Purchase 5,000.00 Par Value of Enterprise Products Operating LLC 3.75% 15 Feb 2025 @ 97.66% Paid Accrued Interest of $59.90, CUSIP 29379VBE2	-4,883.20		4,883.20	-59.90
December 6, 2018 December 10, 2018	Purchase 5,000.00 Par Value of Ryder System Inc 2.8% 01 Mar 2022 @ 97.28% Paid Accrued Interest of $38.50, CUSIP 78355HKD0	-4,863.90		4,863.90	-38.50
December 6, 2018 December 10, 2018	Purchase 5,000.00 Par Value of UnitedHealth Group Inc 4.7% 15 Feb 2021 @ 102.44% Paid Accrued Interest of $75.07, CUSIP 91324PBP6	-5,122.05		5,122.05	-75.07
December 11, 2018 December 13, 2018	Purchase 5,000.00 Par Value of Fiserv Inc 3.5% 01 Oct 2022 @ 99.23% Paid Accrued Interest of $35.00, CUSIP 337738AM0	-4,961.35		4,961.35	-35.00
December 12, 2018 December 14, 2018	Purchase 5,000.00 Par Value of Citigroup Inc 2.75% 25 Apr 2022 @ 96.30% Paid Accrued Interest of $18.72, CUSIP 172967LG4	-4,814.75		4,814.75	-18.72
January 17, 2019 January 22, 2019	Purchase 10,000.00 Par Value of SunTrust Banks Inc 2.7% 27 Jan 2022 @ 97.51% Paid Accrued Interest of $131.25, CUSIP 867914BM4	-9,750.90		9,750.90	-131.25
January 28, 2019 January 30, 2019	Purchase 10,000.00 Par Value of Healthcare Trust of America Holdings LP 3.375% 15 Jul 2021 @ 99.18% Paid Accrued Interest of $14.06, CUSIP 42225UAC8	-9,918.40		9,918.40	-14.06
February 1, 2019 February 5, 2019	Purchase 5,000.00 Par Value of Toyota Motor Credit Corp 2.9% 17 Apr 2024 @ 98.39% Paid Accrued Interest of $43.50, CUSIP 89236TDW2	-4,919.35		4,919.35	-43.50

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Purchases (continued)					
Fixed Income (continued)					
US Credit (continued)					
February 12, 2019 February 14, 2019	Purchase 5,000.00 Par Value of CVS Health Corp 3.7% 09 Mar 2023 @ 100.72% Paid Accrued Interest of $79.65, CUSIP 126650CV0	-5,035.80		5,035.80	-79.65
March 12, 2019 March 14, 2019	Purchase 5,000.00 Par Value of Thermo Fisher Scientific Inc 4.15% 01 Feb 2024 @ 103.73% Paid Accrued Interest of $24.78, CUSIP 883556BF8	-5,186.60		5,186.60	-24.78
April 16, 2019 April 18, 2019	Purchase 10,000.00 Par Value of Gilead Sciences Inc 3.5% 01 Feb 2025 @ 101.60% Paid Accrued Interest of $74.86, CUSIP 375558AZ6	-10,160.20		10,160.20	-74.86
April 25, 2019 April 29, 2019	Purchase 15,000.00 Par Value of Verizon Communications Inc 3.5% 01 Nov 2024 @ 102.27% Paid Accrued Interest of $259.58, CUSIP 92343VCR3	-15,339.75		15,339.75	-259.58
April 29, 2019 May 1, 2019	Purchase 5,000.00 Par Value of Capital One Financial Corp 3.3% 30 Oct 2024 @ 99.90% Paid Accrued Interest of $0.46, CUSIP 14040HBT1	-4,995.00		4,995.00	-0.46
May 28, 2019 May 30, 2019	Purchase 5,000.00 Par Value of Comcast Corp 3.95% 15 Oct 2025 @ 105.42% Paid Accrued Interest of $24.69, CUSIP 20030NCS8	-5,271.00		5,271.00	-24.69
May 29, 2019 May 31, 2019	Purchase 10,000.00 Par Value of Eaton Corp 2.75% 02 Nov 2022 @ 100.02% Paid Accrued Interest of $22.15, CUSIP 278062AC8	-10,002.10		10,002.10	-22.15
June 7, 2019 June 11, 2019	Purchase 5,000.00 Par Value of Bristol-Myers Squibb Co 6.8% 15 Nov 2026 @ 125.38% Paid Accrued Interest of $24.56, CUSIP 110122AB4	-6,269.05		6,269.05	-24.56
June 12, 2019 June 14, 2019	Purchase 5,000.00 Par Value of Anheuser-Busch InBev Finance Inc 3.65% 01 Feb 2026 @ 102.86% Paid Accrued Interest of $67.42, CUSIP 035242AP1	-5,143.20		5,143.20	-67.42

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Purchases (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Purchases (continued)					
Fixed Income (continued)					
US Credit (continued)					
August 8, 2019 August 12, 2019	Purchase 5,000.00 Par Value of Citigroup Inc 3.2% 21 Oct 2026 @ 102.98% Paid Accrued Interest of $49.33, CUSIP 172967KY6	-5,148.95		5,148.95	-49.33
September 10, 2019 September 12, 2019	Purchase 5,000.00 Par Value of Healthcare Trust of America Holdings LP 3.5% 01 Aug 2026 @ 103.43% Paid Accrued Interest of $19.93, CUSIP 42225UAD6	-5,171.70		5,171.70	-19.93
September 25, 2019 September 27, 2019	Purchase 10,000.00 Par Value of Duke Energy Corp 3.15% 15 Aug 2027 @ 103.98% Paid Accrued Interest of $36.75, CUSIP 26441CAX3	-10,397.60		10,397.60	-36.75
Total US Credit		**-$217,383.40**	**$0.00**	**$217,383.40**	**-$1,748.94**
Unmapped Instr Type					
July 5, 2019 July 8, 2019	Purchase 17,652.25 Units of Templeton Global Bond Fund/United States @ $11.33, CUSIP 880208400	-200,000.00		200,000.00	
Total Unmapped Instr Type		**-$200,000.00**	**$0.00**	**$200,000.00**	**$0.00**
Total Fixed Income		**-$1,034,486.56**	**$0.00**	**$1,034,486.56**	**-$3,951.46**
Balanced - Multi-Asset					
Domestic Funds					
March 5, 2019 March 6, 2019	Purchase 67,764.727 Units of BlackRock Multi-Asset Income Fund @ $10.60, CUSIP 09256H336	-718,306.11		718,306.11	
Total Domestic Funds		**-$718,306.11**	**$0.00**	**$718,306.11**	**$0.00**
Total Balanced - Multi-Asset		**-$718,306.11**	**$0.00**	**$718,306.11**	**$0.00**

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Purchases (continued)

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Purchases (continued)					
Alternative Investments					
Diversified Strategies (Liquid Alts)					
July 5, 2019 July 8, 2019	Purchase 17,006.803 Units of PIMCO All Asset Fund @ $11.76, CUSIP 722005626	-200,000.00		200,000.00	
Total Diversified Strategies (Liquid Alts)		**-$200,000.00**	**$0.00**	**$200,000.00**	**$0.00**
Total Alternative Investments		**-$200,000.00**	**$0.00**	**$200,000.00**	**$0.00**
Total Purchases		**-$2,502,792.67**	**$0.00**	**$2,502,792.67**	**-$3,951.46**
Cash Sweep Activity					
Cash and Equivalents					
Cash Equivalents					
September 30, 2019 September 30, 2019	Sweep purchases totaling 2,330,633.66 units of Regions Trust Cash Sweep for COCOA GEN MUTUAL FUND - Capital (13 Transactions), CUSIP 999990484	-2,330,633.66		2,330,633.66	
September 30, 2019 September 30, 2019	Sweep purchases totaling 803,639.76 units of Regions Trust Cash Sweep for COCOA GENERAL AGINCOURT - Capital (236 Transactions), CUSIP 999990484	-803,639.76		803,639.76	
September 30, 2019 September 30, 2019	Sweep purchases totaling 1,864,445.94 units of Regions Trust Cash Sweep for COCOA GENERAL R&D - Capital (70 Transactions), CUSIP 999990484	-1,864,445.94		1,864,445.94	
September 30, 2019 September 30, 2019	Sweep purchases totaling 331.07 units of Regions Trust Cash Sweep for COCOA GEN MUTUAL FUND - Income (6 Transactions), CUSIP 999990484		-331.07	331.07	
September 30, 2019 September 30, 2019	Sweep purchases totaling 2,731.29 units of Regions Trust Cash Sweep for COCOA GENERAL R&D - Income (13 Transactions), CUSIP 999990484		-2,731.29	2,731.29	

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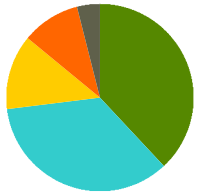
Purchases (continued)

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income
Cash Sweep Activity (continued)					
Cash and Equivalents (continued)					
Cash Equivalents (continued)					
September 30, 2019 September 30, 2019	Sweep purchases totaling 42,257.99 units of Regions Trust Cash Sweep for COCOA GENERAL AGINCOURT - Income (174 Transactions), CUSIP 999990484		-42,257.99	42,257.99	
Total Cash Equivalents		**-$4,998,719.36**	**-$45,320.35**	**$5,044,039.71**	**$0.00**
Total Cash and Equivalents		**-$4,998,719.36**	**-$45,320.35**	**$5,044,039.71**	**$0.00**
Total Cash Sweep Activity		**-$4,998,719.36**	**-$45,320.35**	**$5,044,039.71**	**$0.00**
Total M68593 COCOA GEN MAST-Stmt Group		**-$7,086,484.09**	**-$45,320.35**	**$7,961,860.32**	**-$3,951.46**

Realized Gains and Losses

Summary

	Realized G/L	Percent
Domestic Funds	62,375.18	38%
Domestic Large Cap	56,233.29	35%
International Equity	21,017.57	13%
Domestic Small-Mid Cap	15,611.33	10%
US Government	6,462.96	4%
Cash Equivalents	0.00	0.00
CMBS	-113.67	0.00
Agency MBS	-710.31	0.00
US Credit	-6,982.72	0.00
Total of your portfolio	**$153,893.63**	**100%**



Details

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income						
Fixed Income						
Agency MBS						
October 1, 2018 October 15, 2018	Principal Payment of 1 USD on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 31283H6T7	52.95				0.00
October 1, 2018 October 1, 2018	Principal Payment of 52.95 Current Face on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On	0.00		-54.46		-1.51

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	10/01/18 With Ex Date 10/01/18, CUSIP 31283H6T7					
October 1, 2018 October 15, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 3128MJZF0	155.39				0.00
October 1, 2018 October 1, 2018	Principal Payment of 155.39 Current Face on 25,000.00 Par Value for Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 3128MJZF0	0.00		-150.63		4.76
October 1, 2018 October 15, 2018	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 31292L5D3	412.28				0.00
October 1, 2018 October 1, 2018	Principal Payment of 412.28 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 31292L5D3	0.00		-426.77		-14.49
October 1, 2018 October 15, 2018	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 10/15/18 With Ex	458.29				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 10/01/18, CUSIP 3128MJSP6					
October 1, 2018 October 1, 2018	Principal Payment of 458.29 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 3128MJSP6	0.00		-455.49		2.80
October 1, 2018 October 15, 2018	Principal Payment of 1 USD on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 3128MJYG9	288.18				0.00
October 1, 2018 October 1, 2018	Principal Payment of 288.18 Current Face on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 3128MJYG9	0.00		-280.73		7.45
October 1, 2018 October 15, 2018	Principal Payment of 1 USD on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 31292SAX8	170.44				0.00
October 1, 2018 October 1, 2018	Principal Payment of 170.44 Current Face on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 10/01/18	0.00		-177.49		-7.05

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	With Ex Date 10/01/18, CUSIP 31292SAX8					
October 1, 2018 October 22, 2018	Principal Payment of 1 USD on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 10/22/18 With Ex Date 10/01/18, CUSIP 36179M2Q2	865.86				0.00
October 1, 2018 October 1, 2018	Principal Payment of 865.86 Current Face on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 36179M2Q2	0.00		-898.04		-32.18
October 1, 2018 October 22, 2018	Principal Payment of 1 USD on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 10/22/18 With Ex Date 10/01/18, CUSIP 36179NDR6	285.94				0.00
October 1, 2018 October 1, 2018	Principal Payment of 285.94 Current Face on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 36179NDR6	0.00		-288.11		-2.17
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 155,000.00 Par Value for Fannie Mae Pool FN AB2172	237.15				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	4% 01 Feb 2041 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31416XMW7					
October 1, 2018 October 1, 2018	Principal Payment of 237.15 Current Face on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 31416XMW7	0.00		-237.08		0.07
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31418CNE0	230.50				0.00
October 1, 2018 October 1, 2018	Principal Payment of 230.50 Current Face on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 31418CNE0	0.00		-241.84		-11.34
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31418CPF5	203.33				0.00
October 1, 2018 October 1, 2018	Principal Payment of 203.33 Current Face on 25,000.00 Par Value for Fannie Mae Pool	0.00		-213.18		-9.85

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	FN MA3121 4% 01 Sep 2047 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 31418CPF5					
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 3140E45K9	499.97				0.00
October 1, 2018 October 1, 2018	Principal Payment of 499.97 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 3140E45K9	0.00		-525.44		-25.47
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 90,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31418CPE8	518.05				0.00
October 1, 2018 October 1, 2018	Principal Payment of 518.05 Current Face on 90,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 31418CPE8	0.00		-535.15		-17.10
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 59,000.00 Par Value for Fannie Mae Pool FN 956263	1.41				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	6.5% 01 Nov 2037 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31413UZ44					
October 1, 2018 October 1, 2018	Principal Payment of 1.41 Current Face on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 31413UZ44	0.00		-1.45		-0.04
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31403C6L0	91.27				0.00
October 1, 2018 October 1, 2018	Principal Payment of 91.27 Current Face on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 31403C6L0	0.00		-91.80		-0.53
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31410QDW8	54.61				0.00
October 1, 2018 October 1, 2018	Principal Payment of 54.61 Current Face on 500,000.00 Par Value for Fannie Mae Pool	0.00		-55.72		-1.11

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	FN 893917 Flt 01 Oct 2036 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 31410QDW8					
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 3138WJQ35	212.76				0.00
October 1, 2018 October 1, 2018	Principal Payment of 212.76 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 3138WJQ35	0.00		-219.81		-7.05
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 3138WHER9	181.12				0.00
October 1, 2018 October 1, 2018	Principal Payment of 181.12 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 3138WHER9	0.00		-186.46		-5.34
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 125,000.00 Par Value for	71.42				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31402CV74					
October 1, 2018 October 1, 2018	Principal Payment of 71.42 Current Face on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 31402CV74	0.00		-76.97		-5.55
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31371MXX0	30.86				0.00
October 1, 2018 October 1, 2018	Principal Payment of 30.86 Current Face on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 31371MXX0	0.00		-31.74		-0.88
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31403DDX4	112.34				0.00
October 1, 2018 October 1, 2018	Principal Payment of 112.34 Current Face on 209,036.00 Par Value for Fannie Mae Pool	0.00		-122.03		-9.69

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	FN 745418 5.5% 01 Apr 2036 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 31403DDX4					
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 3138A35V5	213.19				0.00
October 1, 2018 October 1, 2018	Principal Payment of 213.19 Current Face on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 3138A35V5	0.00		-213.22		-0.03
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 3138A4Y58	180.71				0.00
October 1, 2018 October 1, 2018	Principal Payment of 180.71 Current Face on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 3138A4Y58	0.00		-189.35		-8.64
October 1, 2018 October 25, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3210	143.87				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	3.5% 01 Dec 2047 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31418CR89					
October 1, 2018 October 1, 2018	Principal Payment of 143.87 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 10/01/18 With Ex Date 10/01/18, CUSIP 31418CR89	0.00		-143.33		0.54
November 1, 2018 November 15, 2018	Principal Payment of 1 USD on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 11/15/18 With Ex Date 11/01/18, CUSIP 31283H6T7	74.13				0.00
November 1, 2018 November 1, 2018	Principal Payment of 74.13 Current Face on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 31283H6T7	0.00		-76.24		-2.11
November 1, 2018 November 15, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047 Due On 11/15/18 With Ex Date 11/01/18, CUSIP 3128MJZF0	173.80				0.00
November 1, 2018 November 1, 2018	Principal Payment of 173.80 Current Face on 25,000.00 Par Value for Freddie Mac	0.00		-168.48		5.32

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Gold Pool FG G08741 3% 01 Jan 2047 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 3128MJZF0					
November 1, 2018 November 15, 2018	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 11/15/18 With Ex Date 11/01/18, CUSIP 31292L5D3	327.00				0.00
November 1, 2018 November 1, 2018	Principal Payment of 327.00 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 31292L5D3	0.00		-338.50		-11.50
November 1, 2018 November 15, 2018	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 11/15/18 With Ex Date 11/01/18, CUSIP 3128MJSP6	454.13				0.00
November 1, 2018 November 1, 2018	Principal Payment of 454.13 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 3128MJSP6	0.00		-451.35		2.78
November 1, 2018 November 15, 2018	Principal Payment of 1 USD on 40,000.00 Par Value for	170.23				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 11/15/18 With Ex Date 11/01/18, CUSIP 31292SAX8					
November 1, 2018 November 1, 2018	Principal Payment of 170.23 Current Face on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 31292SAX8	0.00		-177.27		-7.04
November 1, 2018 November 15, 2018	Principal Payment of 1 USD on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 11/15/18 With Ex Date 11/01/18, CUSIP 3128MJYG9	286.65				0.00
November 1, 2018 November 1, 2018	Principal Payment of 286.65 Current Face on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 3128MJYG9	0.00		-279.24		7.41
November 1, 2018 November 20, 2018	Principal Payment of 1 USD on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 11/20/18 With Ex Date 11/01/18, CUSIP 36179M2Q2	904.07				0.00
November 1, 2018 November 1, 2018	Principal Payment of 904.07 Current Face on 185,000.00	0.00		-937.66		-33.60

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 36179M2Q2					
November 1, 2018 November 20, 2018	Principal Payment of 1 USD on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 11/20/18 With Ex Date 11/01/18, CUSIP 36179NDR6	278.85				0.00
November 1, 2018 November 1, 2018	Principal Payment of 278.85 Current Face on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 36179NDR6	0.00		-280.97		-2.12
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31418CPF5	214.41				0.00
November 1, 2018 November 1, 2018	Principal Payment of 214.41 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 31418CPF5	0.00		-224.80		-10.39

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 3140E45K9	29.18				0.00
November 1, 2018 November 1, 2018	Principal Payment of 29.18 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 3140E45K9	0.00		-30.67		-1.49
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31413UZ44	1.41				0.00
November 1, 2018 November 1, 2018	Principal Payment of 1.41 Current Face on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 31413UZ44	0.00		-1.45		-0.04
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31371MXX0	43.64				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
November 1, 2018 November 1, 2018	Principal Payment of 43.64 Current Face on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 31371MXX0	0.00		-44.89		-1.25
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 90,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31418CPE8	519.10				0.00
November 1, 2018 November 1, 2018	Principal Payment of 519.10 Current Face on 90,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 31418CPE8	0.00		-536.24		-17.14
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31410QDW8	2,521.15				0.00
November 1, 2018 November 1, 2018	Principal Payment of 2,521.15 Current Face on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 11/01/18 With Ex Date	0.00		-2,572.36		-51.21

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	11/01/18, CUSIP 31410QDW8					
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 3138WJQ35	235.38				0.00
November 1, 2018 November 1, 2018	Principal Payment of 235.38 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 3138WJQ35	0.00		-243.18		-7.80
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 3138WHER9	232.54				0.00
November 1, 2018 November 1, 2018	Principal Payment of 232.54 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 3138WHER9	0.00		-239.39		-6.85
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On	97.64				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	11/26/18 With Ex Date 11/01/18, CUSIP 31402CV74					
November 1, 2018 November 1, 2018	Principal Payment of 97.64 Current Face on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 31402CV74	0.00		-105.22		-7.58
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 3138A35V5	191.37				0.00
November 1, 2018 November 1, 2018	Principal Payment of 191.37 Current Face on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 3138A35V5	0.00		-191.40		-0.03
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31418CNE0	241.00				0.00
November 1, 2018 November 1, 2018	Principal Payment of 241.00 Current Face on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 11/01/18 With Ex	0.00		-252.85		-11.85

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 11/01/18, CUSIP 31418CNE0					
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31418CJA3	100.38				0.00
November 1, 2018 November 1, 2018	Principal Payment of 100.38 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 31418CJA3	0.00		-95.13		5.25
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31416XMW7	260.48				0.00
November 1, 2018 November 1, 2018	Principal Payment of 260.48 Current Face on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 31416XMW7	0.00		-260.40		0.08
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On	146.34				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	11/26/18 With Ex Date 11/01/18, CUSIP 31418CR89					
November 1, 2018 November 1, 2018	Principal Payment of 146.34 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 31418CR89	0.00		-145.79		0.55
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 3138A4Y58	182.79				0.00
November 1, 2018 November 1, 2018	Principal Payment of 182.79 Current Face on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 3138A4Y58	0.00		-191.53		-8.74
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31403C6L0	112.47				0.00
November 1, 2018 November 1, 2018	Principal Payment of 112.47 Current Face on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 11/01/18 With Ex	0.00		-113.12		-0.65

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 11/01/18, CUSIP 31403C6L0					
November 1, 2018 November 26, 2018	Principal Payment of 1 USD on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31403DDX4	102.52				0.00
November 1, 2018 November 1, 2018	Principal Payment of 102.52 Current Face on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 11/01/18 With Ex Date 11/01/18, CUSIP 31403DDX4	0.00		-111.36		-8.84
December 3, 2018 December 17, 2018	Principal Payment of 1 USD on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 31292SAX8	158.24				0.00
December 3, 2018 December 17, 2018	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 31292L5D3	607.71				0.00
December 3, 2018 December 17, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 3128MJZF0	136.60				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
December 3, 2018 December 17, 2018	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 3128MJSP6	406.28				0.00
December 3, 2018 December 17, 2018	Principal Payment of 1 USD on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 31283H6T7	75.44				0.00
December 3, 2018 December 17, 2018	Principal Payment of 1 USD on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 3128MJYG9	261.20				0.00
December 3, 2018 December 3, 2018	Principal Payment of 158.24 Current Face on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 31292SAX8	0.00		-164.79		-6.55
December 3, 2018 December 3, 2018	Principal Payment of 607.71 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 12/03/18	0.00		-629.08		-21.37

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	With Ex Date 12/01/18, CUSIP 31292L5D3					
December 3, 2018 December 3, 2018	Principal Payment of 136.60 Current Face on 25,000.00 Par Value for Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 3128MJZF0	0.00		-132.42		4.18
December 3, 2018 December 3, 2018	Principal Payment of 406.28 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 3128MJSP6	0.00		-403.79		2.49
December 3, 2018 December 3, 2018	Principal Payment of 75.44 Current Face on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 31283H6T7	0.00		-77.59		-2.15
December 3, 2018 December 3, 2018	Principal Payment of 261.20 Current Face on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 3128MJYG9	0.00		-254.45		6.75
December 3, 2018 December 20, 2018	Principal Payment of 1 USD on 55,000.00 Par Value for Ginnie Mae II Pool G2	210.90				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	MA1012 3.5% 20 May 2043 Due On 12/20/18 With Ex Date 12/01/18, CUSIP 36179NDR6					
December 3, 2018 December 20, 2018	Principal Payment of 1 USD on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 12/20/18 With Ex Date 12/01/18, CUSIP 36179M2Q2	919.56				0.00
December 3, 2018 December 3, 2018	Principal Payment of 210.90 Current Face on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 36179NDR6	0.00		-212.51		-1.61
December 3, 2018 December 3, 2018	Principal Payment of 919.56 Current Face on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 36179M2Q2	0.00		-953.73		-34.18
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31418CPE8	481.91				0.00
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 70,000.00 Par Value for	162.63				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 3138A35V5					
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31418CJA3	154.53				0.00
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31418CPF5	158.46				0.00
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 3140E45K9	29.44				0.00
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 3138WHER9	194.95				0.00
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On	166.14				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	12/26/18 With Ex Date 12/01/18, CUSIP 31416XMW7					
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31410QDW8	1,235.23				0.00
December 3, 2018 December 3, 2018	Principal Payment of 481.91 Current Face on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 31418CPE8	0.00		-495.23		-13.32
December 3, 2018 December 3, 2018	Principal Payment of 162.63 Current Face on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 3138A35V5	0.00		-162.66		-0.03
December 3, 2018 December 3, 2018	Principal Payment of 154.53 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 31418CJA3	0.00		-146.44		8.09
December 3, 2018 December 3, 2018	Principal Payment of 158.46 Current Face on 25,000.00	0.00		-166.14		-7.68

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Realized Gains and Losses (continued)

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 31418CPF5					
December 3, 2018 December 3, 2018	Principal Payment of 29.44 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 3140E45K9	0.00		-30.94		-1.50
December 3, 2018 December 3, 2018	Principal Payment of 194.95 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 3138WHER9	0.00		-200.70		-5.75
December 3, 2018 December 3, 2018	Principal Payment of 166.14 Current Face on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 31416XMW7	0.00		-166.09		0.05
December 3, 2018 December 3, 2018	Principal Payment of 1,235.23 Current Face on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 12/03/18 With Ex Date	0.00		-1,260.32		-25.09

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	12/01/18, CUSIP 31410QDW8					
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 3138WJQ35	203.48				0.00
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31402CV74	65.89				0.00
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31413UZ44	1.42				0.00
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31418CNE0	205.25				0.00
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31371MXX0	29.72				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
December 3, 2018 December 3, 2018	Principal Payment of 203.48 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 3138WJQ35	0.00		-210.22		-6.74
December 3, 2018 December 3, 2018	Principal Payment of 65.89 Current Face on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 31402CV74	0.00		-71.01		-5.12
December 3, 2018 December 3, 2018	Principal Payment of 1.42 Current Face on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 31413UZ44	0.00		-1.46		-0.04
December 3, 2018 December 3, 2018	Principal Payment of 205.25 Current Face on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 31418CNE0	0.00		-215.34		-10.09
December 3, 2018 December 3, 2018	Principal Payment of 29.72 Current Face on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 12/03/18 With	0.00		-30.57		-0.85

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Ex Date 12/01/18, CUSIP 31371MXX0					
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31403DDX4	98.91				0.00
December 3, 2018 December 3, 2018	Principal Payment of 98.91 Current Face on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 31403DDX4	0.00		-107.44		-8.53
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31418CR89	141.83				0.00
December 3, 2018 December 3, 2018	Principal Payment of 141.83 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 31418CR89	0.00		-141.30		0.53
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On	166.94				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	12/26/18 With Ex Date 12/01/18, CUSIP 3138A4Y58					
December 3, 2018 December 3, 2018	Principal Payment of 166.94 Current Face on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 3138A4Y58	0.00		-174.92		-7.98
December 3, 2018 December 26, 2018	Principal Payment of 1 USD on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31403C6L0	99.90				0.00
December 3, 2018 December 3, 2018	Principal Payment of 99.90 Current Face on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 12/03/18 With Ex Date 12/01/18, CUSIP 31403C6L0	0.00		-100.48		-0.58
January 2, 2019 January 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 01/15/19 With Ex Date 01/01/19, CUSIP 31292L5D3	234.01				0.00
January 2, 2019 January 15, 2019	Principal Payment of 1 USD on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due	247.36				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	On 01/15/19 With Ex Date 01/01/19, CUSIP 3128MJYG9					
January 2, 2019 January 15, 2019	Principal Payment of 1 USD on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 01/15/19 With Ex Date 01/01/19, CUSIP 31283H6T7	298.90				0.00
January 2, 2019 January 15, 2019	Principal Payment of 1 USD on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 01/15/19 With Ex Date 01/01/19, CUSIP 31292SAX8	163.09				0.00
January 2, 2019 January 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 01/15/19 With Ex Date 01/01/19, CUSIP 3128MJSP6	336.00				0.00
January 2, 2019 January 2, 2019	Principal Payment of 234.01 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31292L5D3	0.00		-242.23		-8.22
January 2, 2019 January 2, 2019	Principal Payment of 247.36 Current Face on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01	0.00		-240.96		6.40

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Jun 2046 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 3128MJYG9					
January 2, 2019 January 2, 2019	Principal Payment of 298.90 Current Face on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31283H6T7	0.00		-307.40		-8.50
January 2, 2019 January 2, 2019	Principal Payment of 163.09 Current Face on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31292SAX8	0.00		-169.84		-6.75
January 2, 2019 January 2, 2019	Principal Payment of 336.00 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 3128MJSP6	0.00		-333.95		2.05
January 2, 2019 January 15, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047 Due On 01/15/19 With Ex Date 01/01/19, CUSIP 3128MJZF0	136.69				0.00
January 2, 2019 January 2, 2019	Principal Payment of 136.69 Current Face on 25,000.00 Par Value for Freddie Mac	0.00		-132.50		4.19

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Gold Pool FG G08741 3% 01 Jan 2047 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 3128MJZF0					
January 2, 2019 January 22, 2019	Principal Payment of 1 USD on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 01/22/19 With Ex Date 01/01/19, CUSIP 36179NDR6	249.82				0.00
January 2, 2019 January 22, 2019	Principal Payment of 1 USD on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 01/22/19 With Ex Date 01/01/19, CUSIP 36179M2Q2	677.11				0.00
January 2, 2019 January 2, 2019	Principal Payment of 249.82 Current Face on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 36179NDR6	0.00		-251.72		-1.90
January 2, 2019 January 2, 2019	Principal Payment of 677.11 Current Face on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 36179M2Q2	0.00		-702.26		-25.16

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Realized Gains and Losses (continued)

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 3138WJQ35	210.84				0.00
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31371MXX0	26.55				0.00
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31402CV74	47.80				0.00
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31410QDW8	48.11				0.00
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31418CNE0	200.08				0.00
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for	221.59				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 3138WHER9					
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31416XMW7	171.96				0.00
January 2, 2019 January 2, 2019	Principal Payment of 210.84 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 3138WJQ35	0.00		-217.82		-6.98
January 2, 2019 January 2, 2019	Principal Payment of 26.55 Current Face on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31371MXX0	0.00		-27.31		-0.76
January 2, 2019 January 2, 2019	Principal Payment of 47.80 Current Face on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31402CV74	0.00		-51.51		-3.71

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
January 2, 2019 January 2, 2019	Principal Payment of 48.11 Current Face on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31410QDW8	0.00		-49.09		-0.98
January 2, 2019 January 2, 2019	Principal Payment of 200.08 Current Face on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31418CNE0	0.00		-209.92		-9.84
January 2, 2019 January 2, 2019	Principal Payment of 221.59 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 3138WHER9	0.00		-228.12		-6.53
January 2, 2019 January 2, 2019	Principal Payment of 171.96 Current Face on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31416XMW7	0.00		-171.91		0.05
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On	124.64				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	01/25/19 With Ex Date 01/01/19, CUSIP 31418CJA3					
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 3140E45K9	29.27				0.00
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31413UZ44	1.43				0.00
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 3138A35V5	242.43				0.00
January 2, 2019 January 2, 2019	Principal Payment of 124.64 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31418CJA3	0.00	-118.12			6.52
January 2, 2019 January 2, 2019	Principal Payment of 29.27 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 01/02/19 With	0.00	-30.76			-1.49

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Ex Date 01/01/19, CUSIP 3140E45K9					
January 2, 2019 January 2, 2019	Principal Payment of 1.43 Current Face on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31413UZ44	0.00		-1.47		-0.04
January 2, 2019 January 2, 2019	Principal Payment of 242.43 Current Face on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 3138A35V5	0.00		-242.47		-0.04
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31403DDX4	99.77				0.00
January 2, 2019 January 2, 2019	Principal Payment of 99.77 Current Face on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31403DDX4	0.00		-108.38		-8.61
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On	161.60				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	01/25/19 With Ex Date 01/01/19, CUSIP 3138A4Y58					
January 2, 2019 January 2, 2019	Principal Payment of 161.60 Current Face on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 3138A4Y58	0.00		-169.33		-7.73
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31418CPE8	491.87				0.00
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31418CR89	198.77				0.00
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31403C6L0	82.84				0.00
January 2, 2019 January 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31418CPF5	148.57				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
January 2, 2019 January 2, 2019	Principal Payment of 491.87 Current Face on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31418CPE8	0.00		-505.47		-13.59
January 2, 2019 January 2, 2019	Principal Payment of 198.77 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31418CR89	0.00		-197.98		0.79
January 2, 2019 January 2, 2019	Principal Payment of 82.84 Current Face on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31403C6L0	0.00		-83.32		-0.48
January 2, 2019 January 2, 2019	Principal Payment of 148.57 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 01/02/19 With Ex Date 01/01/19, CUSIP 31418CPF5	0.00		-155.77		-7.20
February 1, 2019 February 15, 2019	Principal Payment of 1 USD on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 02/15/19 With Ex	51.00				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 02/01/19, CUSIP 31283H6T7					
February 1, 2019 February 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 02/15/19 With Ex Date 02/01/19, CUSIP 31292L5D3	466.06				0.00
February 1, 2019 February 15, 2019	Principal Payment of 1 USD on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 02/15/19 With Ex Date 02/01/19, CUSIP 3128MJYG9	226.84				0.00
February 1, 2019 February 15, 2019	Principal Payment of 1 USD on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 02/15/19 With Ex Date 02/01/19, CUSIP 31292SAX8	151.57				0.00
February 1, 2019 February 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 02/15/19 With Ex Date 02/01/19, CUSIP 3128MJSP6	332.16				0.00
February 1, 2019 February 1, 2019	Principal Payment of 51.00 Current Face on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On	0.00		-52.45		-1.45

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	02/01/19 With Ex Date 02/01/19, CUSIP 31283H6T7					
February 1, 2019 February 1, 2019	Principal Payment of 466.06 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 31292L5D3	0.00		-482.44		-16.38
February 1, 2019 February 1, 2019	Principal Payment of 226.84 Current Face on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 3128MJYG9	0.00		-220.97		5.87
February 1, 2019 February 1, 2019	Principal Payment of 151.57 Current Face on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 31292SAX8	0.00		-157.84		-6.27
February 1, 2019 February 1, 2019	Principal Payment of 332.16 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 3128MJSP6	0.00		-330.13		2.03
February 1, 2019 February 20, 2019	Principal Payment of 1 USD on 185,000.00 Par Value for Ginnie Mae II Pool G2	619.01				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	MA0783 3.5% 20 Feb 2043 Due On 02/20/19 With Ex Date 02/01/19, CUSIP 36179M2Q2					
February 1, 2019 February 20, 2019	Principal Payment of 1 USD on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 02/20/19 With Ex Date 02/01/19, CUSIP 36179NDR6	191.36				0.00
February 1, 2019 February 20, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 02/20/19 With Ex Date 02/01/19, CUSIP 36179SB71	199.72				0.00
February 1, 2019 February 1, 2019	Principal Payment of 619.01 Current Face on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 36179M2Q2	0.00		-642.02		-23.01
February 1, 2019 February 1, 2019	Principal Payment of 191.36 Current Face on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 36179NDR6	0.00		-192.81		-1.45

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
February 1, 2019 February 1, 2019	Principal Payment of 199.72 Current Face on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 36179SB71	0.00		-197.13		2.59
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 3138WHER9	145.48				0.00
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 3140E45K9	32.42				0.00
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 3138A35V5	182.14				0.00
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31418CPF5	150.07				0.00

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Realized Gains and Losses (continued)

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31371MXX0	52.47				0.00
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31402CV74	79.64				0.00
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31410QDW8	41.03				0.00
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31418CPE8	529.16				0.00
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31416XMW7	172.47				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31413UZ44	1.44				0.00
February 1, 2019 February 1, 2019	Principal Payment of 145.48 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 3138WHER9	0.00		-149.77		-4.29
February 1, 2019 February 1, 2019	Principal Payment of 32.42 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 3140E45K9	0.00		-34.07		-1.65
February 1, 2019 February 1, 2019	Principal Payment of 182.14 Current Face on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 3138A35V5	0.00		-182.17		-0.03
February 1, 2019 February 1, 2019	Principal Payment of 150.07 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 02/01/19 With Ex	0.00		-157.34		-7.27

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 02/01/19, CUSIP 31418CPF5					
February 1, 2019 February 1, 2019	Principal Payment of 52.47 Current Face on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 31371MXX0	0.00		-53.97		-1.50
February 1, 2019 February 1, 2019	Principal Payment of 79.64 Current Face on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 31402CV74	0.00		-85.82		-6.18
February 1, 2019 February 1, 2019	Principal Payment of 41.03 Current Face on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 31410QDW8	0.00		-41.86		-0.83
February 1, 2019 February 1, 2019	Principal Payment of 529.16 Current Face on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 31418CPE8	0.00		-543.81		-14.64
February 1, 2019 February 1, 2019	Principal Payment of 172.47 Current Face on 155,000.00 Par Value for Fannie Mae Pool	0.00		-172.42		0.05

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	FN AB2172 4% 01 Feb 2041 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 31416XMW7					
February 1, 2019 February 1, 2019	Principal Payment of 1.44 Current Face on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 31413UZ44	0.00		-1.48		-0.04
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31403DDX4	90.94				0.00
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31418CNE0	186.25				0.00
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 3138WJQ35	162.58				0.00
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On	154.53				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	02/25/19 With Ex Date 02/01/19, CUSIP 3138A4Y58					
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31418CJA3	95.45				0.00
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31418CR89	198.25				0.00
February 1, 2019 February 25, 2019	Principal Payment of 1 USD on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31403C6L0	74.94				0.00
February 1, 2019 February 1, 2019	Principal Payment of 90.94 Current Face on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 31403DDX4	0.00		-98.78		-7.84
February 1, 2019 February 1, 2019	Principal Payment of 186.25 Current Face on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 02/01/19 With Ex	0.00		-195.41		-9.16

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 02/01/19, CUSIP 31418CNE0					
February 1, 2019 February 1, 2019	Principal Payment of 162.58 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 3138WJQ35	0.00		-167.97		-5.39
February 1, 2019 February 1, 2019	Principal Payment of 154.53 Current Face on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 3138A4Y58	0.00		-161.92		-7.39
February 1, 2019 February 1, 2019	Principal Payment of 95.45 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 31418CJA3	0.00		-90.45		5.00
February 1, 2019 February 1, 2019	Principal Payment of 198.25 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 31418CR89	0.00		-197.46		0.79
February 1, 2019 February 1, 2019	Principal Payment of 74.94 Current Face on 180,000.00 Par Value for Fannie Mae Pool	0.00		-75.37		-0.43

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	FN 745275 5% 01 Feb 2036 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 31403C6L0					
March 1, 2019 March 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 03/15/19 With Ex Date 03/01/19, CUSIP 31292L5D3	468.86				0.00
March 1, 2019 March 1, 2019	Principal Payment of 468.86 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31292L5D3	0.00		-485.34		-16.48
March 1, 2019 March 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 03/15/19 With Ex Date 03/01/19, CUSIP 3128MJSP6	354.55				0.00
March 1, 2019 March 1, 2019	Principal Payment of 354.55 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 3128MJSP6	0.00		-352.38		2.17
March 1, 2019 March 15, 2019	Principal Payment of 1 USD on 40,000.00 Par Value for	154.95				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 03/15/19 With Ex Date 03/01/19, CUSIP 31292SAX8					
March 1, 2019 March 1, 2019	Principal Payment of 154.95 Current Face on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31292SAX8	0.00		-161.36		-6.41
March 1, 2019 March 15, 2019	Principal Payment of 1 USD on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 03/15/19 With Ex Date 03/01/19, CUSIP 3128MJYG9	274.89				0.00
March 1, 2019 March 1, 2019	Principal Payment of 274.89 Current Face on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 3128MJYG9	0.00		-267.77		7.12
March 1, 2019 March 15, 2019	Principal Payment of 1 USD on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 03/15/19 With Ex Date 03/01/19, CUSIP 31283H6T7	79.90				0.00
March 1, 2019 March 1, 2019	Principal Payment of 79.90 Current Face on 210,000.00	0.00		-82.17		-2.27

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31283H6T7					
March 1, 2019 March 20, 2019	Principal Payment of 1 USD on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 03/20/19 With Ex Date 03/01/19, CUSIP 36179NDR6	208.47				0.00
March 1, 2019 March 1, 2019	Principal Payment of 208.47 Current Face on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 36179NDR6	0.00		-210.06		-1.59
March 1, 2019 March 20, 2019	Principal Payment of 1 USD on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 03/20/19 With Ex Date 03/01/19, CUSIP 36179M2Q2	611.89				0.00
March 1, 2019 March 1, 2019	Principal Payment of 611.89 Current Face on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 36179M2Q2	0.00		-634.63		-22.74

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
March 1, 2019 March 20, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 03/20/19 With Ex Date 03/01/19, CUSIP 36179SB71	229.30				0.00
March 1, 2019 March 1, 2019	Principal Payment of 229.30 Current Face on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 36179SB71	0.00		-226.33		2.97
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31418CPF5	223.59				0.00
March 1, 2019 March 1, 2019	Principal Payment of 223.59 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31418CPF5	0.00		-234.42		-10.83
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 3138A35V5	224.15				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
March 1, 2019 March 1, 2019	Principal Payment of 224.15 Current Face on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 3138A35V5	0.00		-224.18		-0.03
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 3138WHER9	202.03				0.00
March 1, 2019 March 1, 2019	Principal Payment of 202.03 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 3138WHER9	0.00		-207.99		-5.96
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31418CNE0	210.73				0.00
March 1, 2019 March 1, 2019	Principal Payment of 210.73 Current Face on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 03/01/19 With Ex	0.00		-221.09		-10.36

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 03/01/19, CUSIP 31418CNE0					
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31413UZ44	1.45				0.00
March 1, 2019 March 1, 2019	Principal Payment of 1.45 Current Face on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31413UZ44	0.00		-1.49		-0.04
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 3140E45K9	29.82				0.00
March 1, 2019 March 1, 2019	Principal Payment of 29.82 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 3140E45K9	0.00		-31.34		-1.52
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 03/25/19 With Ex Date	191.23				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	03/01/19, CUSIP 31416XMW7					
March 1, 2019 March 1, 2019	Principal Payment of 191.23 Current Face on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31416XMW7	0.00		-191.17		0.06
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31371MXX0	24.93				0.00
March 1, 2019 March 1, 2019	Principal Payment of 24.93 Current Face on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31371MXX0	0.00		-25.64		-0.71
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31410QDW8	48.88				0.00
March 1, 2019 March 1, 2019	Principal Payment of 48.88 Current Face on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036	0.00		-49.87		-0.99

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31410QDW8					
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31418CJA3	121.09				0.00
March 1, 2019 March 1, 2019	Principal Payment of 121.09 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31418CJA3	0.00		-114.75		6.34
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31402CV74	63.75				0.00
March 1, 2019 March 1, 2019	Principal Payment of 63.75 Current Face on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31402CV74	0.00		-68.70		-4.95
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On	195.08				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	03/25/19 With Ex Date 03/01/19, CUSIP 3138WJQ35					
March 1, 2019 March 1, 2019	Principal Payment of 195.08 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 3138WJQ35	0.00		-201.54		-6.46
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31403C6L0	63.53				0.00
March 1, 2019 March 1, 2019	Principal Payment of 63.53 Current Face on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31403C6L0	0.00		-63.90		-0.37
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31418CPE8	496.90				0.00
March 1, 2019 March 1, 2019	Principal Payment of 496.90 Current Face on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 03/01/19 With	0.00		-510.63		-13.73

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Ex Date 03/01/19, CUSIP 31418CPE8					
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31403DDX4	80.86				0.00
March 1, 2019 March 1, 2019	Principal Payment of 80.86 Current Face on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31403DDX4	0.00		-87.83		-6.97
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 3138A4Y58	168.76				0.00
March 1, 2019 March 1, 2019	Principal Payment of 168.76 Current Face on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 3138A4Y58	0.00		-176.83		-8.07
March 1, 2019 March 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On	196.63				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	03/25/19 With Ex Date 03/01/19, CUSIP 31418CR89					
March 1, 2019 March 1, 2019	Principal Payment of 196.63 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 03/01/19 With Ex Date 03/01/19, CUSIP 31418CR89	0.00		-195.85		0.78
April 1, 2019 April 15, 2019	Principal Payment of 1 USD on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 04/15/19 With Ex Date 04/01/19, CUSIP 31283H6T7	49.13				0.00
April 1, 2019 April 1, 2019	Principal Payment of 49.13 Current Face on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31283H6T7	0.00		-50.53		-1.40
April 1, 2019 April 15, 2019	Principal Payment of 1 USD on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 04/15/19 With Ex Date 04/01/19, CUSIP 3128MJYG9	289.75				0.00
April 1, 2019 April 1, 2019	Principal Payment of 289.75 Current Face on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01	0.00		-282.26		7.49

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Jun 2046 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 3128MJYG9					
April 1, 2019 April 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 04/15/19 With Ex Date 04/01/19, CUSIP 31292L5D3	238.08				0.00
April 1, 2019 April 1, 2019	Principal Payment of 238.08 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31292L5D3	0.00		-246.44		-8.36
April 1, 2019 April 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 04/15/19 With Ex Date 04/01/19, CUSIP 3128MJSP6	438.03				0.00
April 1, 2019 April 1, 2019	Principal Payment of 438.03 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 3128MJSP6	0.00		-435.35		2.68
April 1, 2019 April 15, 2019	Principal Payment of 1 USD on 40,000.00 Par Value for Freddie Mac Gold Pool FG	196.54				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	C09022 3% 01 Jan 2043 Due On 04/15/19 With Ex Date 04/01/19, CUSIP 31292SAX8					
April 1, 2019 April 1, 2019	Principal Payment of 196.54 Current Face on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31292SAX8	0.00		-204.68		-8.14
April 1, 2019 April 22, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 04/22/19 With Ex Date 04/01/19, CUSIP 36179SB71	245.30				0.00
April 1, 2019 April 1, 2019	Principal Payment of 245.30 Current Face on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 36179SB71	0.00		-242.12		3.18
April 1, 2019 April 22, 2019	Principal Payment of 1 USD on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 04/22/19 With Ex Date 04/01/19, CUSIP 36179M2Q2	724.25				0.00
April 1, 2019 April 1, 2019	Principal Payment of 724.25 Current Face on 185,000.00	0.00		-751.15		-26.91

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 36179M2Q2					
April 1, 2019 April 22, 2019	Principal Payment of 1 USD on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 04/22/19 With Ex Date 04/01/19, CUSIP 36179NDR6	242.35				0.00
April 1, 2019 April 1, 2019	Principal Payment of 242.35 Current Face on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 36179NDR6	0.00		-244.20		-1.85
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31413UZ44	1.46				0.00
April 1, 2019 April 1, 2019	Principal Payment of 1.46 Current Face on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31413UZ44	0.00		-1.50		-0.04

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31418CPE8	668.16				0.00
April 1, 2019 April 1, 2019	Principal Payment of 668.16 Current Face on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31418CPE8	0.00		-686.64		-18.48
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31402CV74	67.36				0.00
April 1, 2019 April 1, 2019	Principal Payment of 67.36 Current Face on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31402CV74	0.00		-72.59		-5.23
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 3138WHER9	241.21				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
April 1, 2019 April 1, 2019	Principal Payment of 241.21 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 3138WHER9	0.00		-248.32		-7.11
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31418CNE0	266.10				0.00
April 1, 2019 April 1, 2019	Principal Payment of 266.10 Current Face on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31418CNE0	0.00		-279.19		-13.09
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31410QDW8	50.06				0.00
April 1, 2019 April 1, 2019	Principal Payment of 50.06 Current Face on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 04/01/19 With Ex	0.00		-51.08		-1.02

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 04/01/19, CUSIP 31410QDW8					
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 3138WJQ35	158.25				0.00
April 1, 2019 April 1, 2019	Principal Payment of 158.25 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 3138WJQ35	0.00		-163.49		-5.24
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 3138A35V5	204.16				0.00
April 1, 2019 April 1, 2019	Principal Payment of 204.16 Current Face on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 3138A35V5	0.00		-204.19		-0.03
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On	83.51				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	04/25/19 With Ex Date 04/01/19, CUSIP 31371MXX0					
April 1, 2019 April 1, 2019	Principal Payment of 83.51 Current Face on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31371MXX0	0.00		-85.90		-2.39
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31416XMW7	912.88				0.00
April 1, 2019 April 1, 2019	Principal Payment of 912.88 Current Face on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31416XMW7	0.00		-912.59		0.29
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 3140E45K9	30.18				0.00
April 1, 2019 April 1, 2019	Principal Payment of 30.18 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr	0.00		-31.72		-1.54

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	2046 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 3140E45K9					
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31403DDX4	85.49				0.00
April 1, 2019 April 1, 2019	Principal Payment of 85.49 Current Face on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31403DDX4	0.00		-92.86		-7.37
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31418CPF5	205.52				0.00
April 1, 2019 April 1, 2019	Principal Payment of 205.52 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31418CPF5	0.00		-215.47		-9.95
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On	78.90				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	04/25/19 With Ex Date 04/01/19, CUSIP 31403C6L0					
April 1, 2019 April 1, 2019	Principal Payment of 78.90 Current Face on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31403C6L0	0.00		-79.35		-0.45
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31418CR89	264.53				0.00
April 1, 2019 April 1, 2019	Principal Payment of 264.53 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 31418CR89	0.00		-263.48		1.05
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31418CJA3	142.48				0.00
April 1, 2019 April 1, 2019	Principal Payment of 142.48 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 04/01/19 With Ex	0.00		-135.02		7.46

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 04/01/19, CUSIP 31418CJA3					
April 1, 2019 April 25, 2019	Principal Payment of 1 USD on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 3138A4Y58	166.68				0.00
April 1, 2019 April 1, 2019	Principal Payment of 166.68 Current Face on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 04/01/19 With Ex Date 04/01/19, CUSIP 3138A4Y58	0.00		-174.65		-7.97
May 1, 2019 May 15, 2019	Principal Payment of 1 USD on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 05/15/19 With Ex Date 05/01/19, CUSIP 31292SAX8	147.10				0.00
May 1, 2019 May 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 05/15/19 With Ex Date 05/01/19, CUSIP 31292L5D3	583.46				0.00
May 1, 2019 May 15, 2019	Principal Payment of 1 USD on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 05/15/19 With Ex Date 05/01/19, CUSIP 3128MJYG9	356.89				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
May 1, 2019 May 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 05/15/19 With Ex Date 05/01/19, CUSIP 3128MJSP6	494.83				0.00
May 1, 2019 May 15, 2019	Principal Payment of 1 USD on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 05/15/19 With Ex Date 05/01/19, CUSIP 31283H6T7	532.27				0.00
May 1, 2019 May 1, 2019	Principal Payment of 147.10 Current Face on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31292SAX8	0.00		-153.19		-6.09
May 1, 2019 May 1, 2019	Principal Payment of 583.46 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31292L5D3	0.00		-603.97		-20.51
May 1, 2019 May 1, 2019	Principal Payment of 356.89 Current Face on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 05/01/19	0.00		-347.66		9.23

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	With Ex Date 05/01/19, CUSIP 3128MJYG9					
May 1, 2019 May 1, 2019	Principal Payment of 494.83 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 3128MJSP6	0.00		-491.80		3.03
May 1, 2019 May 1, 2019	Principal Payment of 532.27 Current Face on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31283H6T7	0.00		-547.41		-15.14
May 1, 2019 May 20, 2019	Principal Payment of 1 USD on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 05/20/19 With Ex Date 05/01/19, CUSIP 36179M2Q2	619.13				0.00
May 1, 2019 May 20, 2019	Principal Payment of 1 USD on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 05/20/19 With Ex Date 05/01/19, CUSIP 36179NDR6	265.98				0.00
May 1, 2019 May 20, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Ginnie Mae II Pool G2	292.45				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	MA3662 3% 20 May 2046 Due On 05/20/19 With Ex Date 05/01/19, CUSIP 36179SB71					
May 1, 2019 May 1, 2019	Principal Payment of 619.13 Current Face on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 36179M2Q2	0.00		-642.15		-23.01
May 1, 2019 May 1, 2019	Principal Payment of 265.98 Current Face on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 36179NDR6	0.00		-268.01		-2.03
May 1, 2019 May 1, 2019	Principal Payment of 292.45 Current Face on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 36179SB71	0.00		-288.66		3.79
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31416XMW7	163.17				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 3138WJQ35	198.21				0.00
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 3138WHER9	257.55				0.00
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31418CJA3	178.27				0.00
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31418CPF5	286.54				0.00
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31413UZ44	1.47				0.00
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 83,000.00 Par Value for	4.38				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31371MXX0					
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31410QDW8	49.46				0.00
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 3138A35V5	159.50				0.00
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 3140E45K9	30.65				0.00
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31402CV74	56.00				0.00
May 1, 2019 May 1, 2019	Principal Payment of 163.17 Current Face on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041	0.00		-163.12		0.05

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31416XMW7					
May 1, 2019 May 1, 2019	Principal Payment of 198.21 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 3138WJQ35	0.00		-204.78		-6.57
May 1, 2019 May 1, 2019	Principal Payment of 257.55 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 3138WHER9	0.00		-265.15		-7.60
May 1, 2019 May 1, 2019	Principal Payment of 178.27 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31418CJA3	0.00		-168.94		9.33
May 1, 2019 May 1, 2019	Principal Payment of 286.54 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31418CPF5	0.00		-300.42		-13.88
May 1, 2019 May 1, 2019	Principal Payment of 1.47 Current Face on 59,000.00	0.00		-1.51		-0.04

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31413UZ44					
May 1, 2019 May 1, 2019	Principal Payment of 4.38 Current Face on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31371MXX0	0.00		-4.51		-0.13
May 1, 2019 May 1, 2019	Principal Payment of 49.46 Current Face on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31410QDW8	0.00		-50.46		-1.00
May 1, 2019 May 1, 2019	Principal Payment of 159.50 Current Face on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 3138A35V5	0.00		-159.52		-0.02
May 1, 2019 May 1, 2019	Principal Payment of 30.65 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 3140E45K9	0.00		-32.21		-1.56

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
May 1, 2019 May 1, 2019	Principal Payment of 56.00 Current Face on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31402CV74	0.00		-60.35		-4.35
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31403C6L0	88.40				0.00
May 1, 2019 May 1, 2019	Principal Payment of 88.40 Current Face on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31403C6L0	0.00		-88.91		-0.51
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31418CPE8	798.86				0.00
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 3138A4Y58	158.70				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
May 1, 2019 May 1, 2019	Principal Payment of 798.86 Current Face on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31418CPE8	0.00		-820.95		-22.08
May 1, 2019 May 1, 2019	Principal Payment of 158.70 Current Face on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 3138A4Y58	0.00		-166.29		-7.59
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31418CR89	309.79				0.00
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31403DDX4	82.33				0.00
May 1, 2019 May 1, 2019	Principal Payment of 309.79 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31418CR89	0.00		-308.56		1.23

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
May 1, 2019 May 1, 2019	Principal Payment of 82.33 Current Face on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31403DDX4	0.00		-89.43		-7.10
May 1, 2019 May 28, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31418CNE0	291.30				0.00
May 1, 2019 May 1, 2019	Principal Payment of 291.30 Current Face on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 05/01/19 With Ex Date 05/01/19, CUSIP 31418CNE0	0.00		-305.63		-14.33
June 17, 2019 June 17, 2019	Principal Payment of 1 USD on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 31283H6T7	67.97				0.00
June 17, 2019 June 17, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 06/17/19 With Ex	581.06				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 06/01/19, CUSIP 3128MJSP6					
June 17, 2019 June 17, 2019	Principal Payment of 67.97 Current Face on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 31283H6T7	0.00		-69.90		-1.93
June 17, 2019 June 17, 2019	Principal Payment of 581.06 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 3128MJSP6	0.00		-577.51		3.55
June 17, 2019 June 17, 2019	Principal Payment of 1 USD on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 31292SAX8	221.65				0.00
June 17, 2019 June 17, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 31292L5D3	632.30				0.00
June 17, 2019 June 17, 2019	Principal Payment of 1 USD on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due	411.43				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	On 06/17/19 With Ex Date 06/01/19, CUSIP 3128MJYG9					
June 17, 2019 June 17, 2019	Principal Payment of 221.65 Current Face on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 31292SAX8	0.00		-230.83		-9.18
June 17, 2019 June 17, 2019	Principal Payment of 632.30 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 31292L5D3	0.00		-654.53		-22.23
June 17, 2019 June 17, 2019	Principal Payment of 411.43 Current Face on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 3128MJYG9	0.00		-400.78		10.65
June 20, 2019 June 20, 2019	Principal Payment of 1 USD on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 06/20/19 With Ex Date 06/01/19, CUSIP 36179M2Q2	748.44				0.00
June 20, 2019 June 20, 2019	Principal Payment of 748.44 Current Face on 185,000.00 Par Value for Ginnie Mae II	0.00		-776.27		-27.83

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Pool G2 MA0783 3.5% 20 Feb 2043 Due On 06/20/19 With Ex Date 06/01/19, CUSIP 36179M2Q2					
June 20, 2019 June 20, 2019	Principal Payment of 1 USD on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 06/20/19 With Ex Date 06/01/19, CUSIP 36179NDR6	285.40				0.00
June 20, 2019 June 20, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 06/20/19 With Ex Date 06/01/19, CUSIP 36179SB71	347.26				0.00
June 20, 2019 June 20, 2019	Principal Payment of 285.40 Current Face on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 06/20/19 With Ex Date 06/01/19, CUSIP 36179NDR6	0.00		-287.57		-2.17
June 20, 2019 June 20, 2019	Principal Payment of 347.26 Current Face on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 06/20/19 With Ex Date 06/01/19, CUSIP 36179SB71	0.00		-342.76		4.50

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31410QDW8	57.41				0.00
June 25, 2019 June 25, 2019	Principal Payment of 57.41 Current Face on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31410QDW8	0.00		-58.58		-1.17
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31403C6L0	97.15				0.00
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CR89	380.58				0.00
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31403DDX4	93.71				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
June 25, 2019 June 25, 2019	Principal Payment of 97.15 Current Face on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31403C6L0	0.00		-97.72		-0.57
June 25, 2019 June 25, 2019	Principal Payment of 380.58 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CR89	0.00		-379.07		1.51
June 25, 2019 June 25, 2019	Principal Payment of 93.71 Current Face on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31403DDX4	0.00		-101.79		-8.08
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CNE0	414.34				0.00
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CPF5	318.78				0.00

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Realized Gains and Losses (continued)

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3138A4Y58	194.36				0.00
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3138WHER9	294.60				0.00
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CJA3	115.59				0.00
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BM5024 3% 01 Nov 2048 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3140J9SN2	197.47				0.00
June 25, 2019 June 25, 2019	Principal Payment of 414.34 Current Face on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CNE0	0.00		-434.72		-20.38

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
June 25, 2019 June 25, 2019	Principal Payment of 318.78 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CPF5	0.00		-334.22		-15.44
June 25, 2019 June 25, 2019	Principal Payment of 194.36 Current Face on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3138A4Y58	0.00		-203.65		-9.29
June 25, 2019 June 25, 2019	Principal Payment of 294.60 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3138WHER9	0.00		-303.29		-8.69
June 25, 2019 June 25, 2019	Principal Payment of 115.59 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CJA3	0.00		-109.54		6.05
June 25, 2019 June 25, 2019	Principal Payment of 197.47 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BM5024 3% 01 Nov 2048 Due On 06/25/19 With Ex	0.00		-195.85		1.62

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 06/01/19, CUSIP 3140J9SN2					
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31371MXX0	4.47				0.00
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31416XMW7	164.30				0.00
June 25, 2019 June 25, 2019	Principal Payment of 4.47 Current Face on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31371MXX0	0.00		-4.60		-0.13
June 25, 2019 June 25, 2019	Principal Payment of 164.30 Current Face on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31416XMW7	0.00		-164.25		0.05
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On	30.84				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	06/25/19 With Ex Date 06/01/19, CUSIP 3140E45K9					
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3138WJQ35	252.03				0.00
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31402CV74	72.63				0.00
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31413UZ44	1.48				0.00
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3138A35V5	185.30				0.00
June 25, 2019 June 25, 2019	Principal Payment of 30.84 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3140E45K9	0.00		-32.41		-1.57

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
June 25, 2019 June 25, 2019	Principal Payment of 252.03 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3138WJQ35	0.00		-260.38		-8.35
June 25, 2019 June 25, 2019	Principal Payment of 72.63 Current Face on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31402CV74	0.00		-78.27		-5.64
June 25, 2019 June 25, 2019	Principal Payment of 1.48 Current Face on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31413UZ44	0.00		-1.52		-0.04
June 25, 2019 June 25, 2019	Principal Payment of 185.30 Current Face on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3138A35V5	0.00		-185.33		-0.03
June 25, 2019 June 25, 2019	Principal Payment of 1 USD on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On	861.90				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	06/25/19 With Ex Date 06/01/19, CUSIP 31418CPE8					
June 25, 2019 June 25, 2019	Principal Payment of 861.90 Current Face on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CPE8	0.00		-885.74		-23.84
July 15, 2019 July 15, 2019	Principal Payment of 1 USD on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 31283H6T7	232.20				0.00
July 15, 2019 July 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 31292L5D3	799.83				0.00
July 15, 2019 July 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 3128MJSP6	522.10				0.00
July 15, 2019 July 15, 2019	Principal Payment of 1 USD on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due	207.86				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	On 07/15/19 With Ex Date 07/01/19, CUSIP 31292SAX8					
July 15, 2019 July 15, 2019	Principal Payment of 232.20 Current Face on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 31283H6T7	0.00		-238.80		-6.60
July 15, 2019 July 15, 2019	Principal Payment of 799.83 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 31292L5D3	0.00		-827.94		-28.11
July 15, 2019 July 15, 2019	Principal Payment of 522.10 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 3128MJSP6	0.00		-518.91		3.19
July 15, 2019 July 15, 2019	Principal Payment of 207.86 Current Face on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 31292SAX8	0.00		-216.47		-8.61
July 15, 2019 July 15, 2019	Principal Payment of 1 USD on 45,000.00 Par Value for Freddie Mac Gold Pool FG	388.87				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	G08710 3% 01 Jun 2046 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 3128MJYG9					
July 15, 2019 July 15, 2019	Principal Payment of 388.87 Current Face on 45,000.00 Par Value for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 3128MJYG9	0.00		-378.80		10.07
July 22, 2019 July 22, 2019	Principal Payment of 1 USD on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 07/22/19 With Ex Date 07/01/19, CUSIP 36179NDR6	296.47				0.00
July 22, 2019 July 22, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 07/22/19 With Ex Date 07/01/19, CUSIP 36179SB71	309.27				0.00
July 22, 2019 July 22, 2019	Principal Payment of 296.47 Current Face on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 07/22/19 With Ex Date 07/01/19, CUSIP 36179NDR6	0.00		-298.73		-2.26
July 22, 2019 July 22, 2019	Principal Payment of 309.27 Current Face on 30,000.00	0.00		-305.26		4.01

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 07/22/19 With Ex Date 07/01/19, CUSIP 36179SB71					
July 22, 2019 July 22, 2019	Principal Payment of 1 USD on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 07/22/19 With Ex Date 07/01/19, CUSIP 36179M2Q2	799.50				0.00
July 22, 2019 July 22, 2019	Principal Payment of 799.50 Current Face on 185,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 07/22/19 With Ex Date 07/01/19, CUSIP 36179M2Q2	0.00		-829.22		-29.72
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3138WHER9	326.55				0.00
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CJA3	148.84				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CNE0	411.91				0.00
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31410QDW8	43.05				0.00
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3138WJQ35	267.74				0.00
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31413UZ44	1.48				0.00
July 25, 2019 July 25, 2019	Principal Payment of 326.55 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3138WHER9	0.00		-336.18		-9.63

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
July 25, 2019 July 25, 2019	Principal Payment of 148.84 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CJA3	0.00		-141.05		7.79
July 25, 2019 July 25, 2019	Principal Payment of 411.91 Current Face on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CNE0	0.00		-432.17		-20.26
July 25, 2019 July 25, 2019	Principal Payment of 43.05 Current Face on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31410QDW8	0.00		-43.92		-0.87
July 25, 2019 July 25, 2019	Principal Payment of 267.74 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3138WJQ35	0.00		-276.61		-8.87
July 25, 2019 July 25, 2019	Principal Payment of 1.48 Current Face on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 07/25/19 With	0.00		-1.52		-0.04

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Ex Date 07/01/19, CUSIP 31413UZ44					
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31402CV74	60.80				0.00
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31416XMW7	165.83				0.00
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CPF5	300.22				0.00
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31371MXX0	64.28				0.00
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3140E45K9	30.29				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3138A35V5	170.98				0.00
July 25, 2019 July 25, 2019	Principal Payment of 60.80 Current Face on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31402CV74	0.00		-65.52		-4.72
July 25, 2019 July 25, 2019	Principal Payment of 165.83 Current Face on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31416XMW7	0.00		-165.78		0.05
July 25, 2019 July 25, 2019	Principal Payment of 300.22 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CPF5	0.00		-314.76		-14.54
July 25, 2019 July 25, 2019	Principal Payment of 64.28 Current Face on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 07/25/19 With	0.00		-66.12		-1.84

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Ex Date 07/01/19, CUSIP 31371MXX0					
July 25, 2019 July 25, 2019	Principal Payment of 30.29 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3140E45K9	0.00		-31.83		-1.54
July 25, 2019 July 25, 2019	Principal Payment of 170.98 Current Face on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3138A35V5	0.00		-171.01		-0.03
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BM5024 3% 01 Nov 2048 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3140J9SN2	176.48				0.00
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31403C6L0	79.88				0.00
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On	344.46				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	07/25/19 With Ex Date 07/01/19, CUSIP 31418CR89					
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3138A4Y58	162.89				0.00
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CPE8	1,015.57				0.00
July 25, 2019 July 25, 2019	Principal Payment of 176.48 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BM5024 3% 01 Nov 2048 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3140J9SN2	0.00		-175.03		1.45
July 25, 2019 July 25, 2019	Principal Payment of 79.88 Current Face on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31403C6L0	0.00		-80.34		-0.46
July 25, 2019 July 25, 2019	Principal Payment of 344.46 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 07/25/19 With	0.00		-343.09		1.37

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Ex Date 07/01/19, CUSIP 31418CR89					
July 25, 2019 July 25, 2019	Principal Payment of 162.89 Current Face on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3138A4Y58	0.00		-170.68		-7.79
July 25, 2019 July 25, 2019	Principal Payment of 1,015.57 Current Face on 100,000.00 Par Value for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CPE8	0.00		-1,043.60		-28.03
July 25, 2019 July 25, 2019	Principal Payment of 1 USD on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31403DDX4	100.83				0.00
July 25, 2019 July 25, 2019	Principal Payment of 100.83 Current Face on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31403DDX4	0.00		-109.53		-8.70
August 15, 2019 August 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043	557.27				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Due On 08/15/19 With Ex Date 08/01/19, CUSIP 3128MJSP6					
August 15, 2019 August 15, 2019	Principal Payment of 1 USD on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 08/15/19 With Ex Date 08/01/19, CUSIP 31283H6T7	105.68				0.00
August 15, 2019 August 15, 2019	Principal Payment of 557.27 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 08/15/19 With Ex Date 08/01/19, CUSIP 3128MJSP6	0.00		-553.87		3.40
August 15, 2019 August 15, 2019	Principal Payment of 105.68 Current Face on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 08/15/19 With Ex Date 08/01/19, CUSIP 31283H6T7	0.00		-108.69		-3.01
August 15, 2019 August 15, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 08/15/19 With Ex Date 08/01/19, CUSIP 31292L5D3	503.82				0.00
August 15, 2019 August 15, 2019	Principal Payment of 1 USD on 40,000.00 Par Value for Freddie Mac Gold Pool FG	251.46				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	C09022 3% 01 Jan 2043 Due On 08/15/19 With Ex Date 08/01/19, CUSIP 31292SAX8					
August 15, 2019 August 15, 2019	Principal Payment of 503.82 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 08/15/19 With Ex Date 08/01/19, CUSIP 31292L5D3	0.00		-521.53		-17.71
August 15, 2019 August 15, 2019	Principal Payment of 251.46 Current Face on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 08/15/19 With Ex Date 08/01/19, CUSIP 31292SAX8	0.00		-261.87		-10.41
August 20, 2019 August 20, 2019	Principal Payment of 1 USD on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 08/20/19 With Ex Date 08/01/19, CUSIP 36179NDR6	316.79				0.00
August 20, 2019 August 20, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 08/20/19 With Ex Date 08/01/19, CUSIP 36179SB71	356.24				0.00
August 20, 2019 August 20, 2019	Principal Payment of 316.79 Current Face on 55,000.00	0.00		-319.20		-2.41

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 08/20/19 With Ex Date 08/01/19, CUSIP 36179NDR6					
August 20, 2019 August 20, 2019	Principal Payment of 356.24 Current Face on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 08/20/19 With Ex Date 08/01/19, CUSIP 36179SB71	0.00		-351.62		4.62
August 20, 2019 August 20, 2019	Principal Payment of 1 USD on 135,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 08/20/19 With Ex Date 08/01/19, CUSIP 36179M2Q2	664.61				0.00
August 20, 2019 August 20, 2019	Principal Payment of 664.61 Current Face on 135,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 08/20/19 With Ex Date 08/01/19, CUSIP 36179M2Q2	0.00		-686.86		-22.25
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31402CV74	56.30				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31418CJA3	226.70				0.00
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31410QDW8	53.51				0.00
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31413UZ44	1.49				0.00
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31416XMW7	868.59				0.00
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31418CNE0	499.69				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
August 26, 2019 August 26, 2019	Principal Payment of 56.30 Current Face on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31402CV74	0.00		-60.67		-4.37
August 26, 2019 August 26, 2019	Principal Payment of 226.70 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31418CJA3	0.00		-214.83		11.87
August 26, 2019 August 26, 2019	Principal Payment of 53.51 Current Face on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31410QDW8	0.00		-54.60		-1.09
August 26, 2019 August 26, 2019	Principal Payment of 1.49 Current Face on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31413UZ44	0.00		-1.53		-0.04
August 26, 2019 August 26, 2019	Principal Payment of 868.59 Current Face on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 08/26/19 With Ex	0.00		-868.32		0.27

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 08/01/19, CUSIP 31416XMW7					
August 26, 2019 August 26, 2019	Principal Payment of 499.69 Current Face on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31418CNE0	0.00		-524.26		-24.57
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3140E45K9	33.91				0.00
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31371MXX0	4.26				0.00
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31418CPF5	387.69				0.00
August 26, 2019 August 26, 2019	Principal Payment of 33.91 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 08/26/19 With	0.00		-35.64		-1.73

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Ex Date 08/01/19, CUSIP 3140E45K9					
August 26, 2019 August 26, 2019	Principal Payment of 4.26 Current Face on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31371MXX0	0.00		-4.38		-0.12
August 26, 2019 August 26, 2019	Principal Payment of 387.69 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31418CPF5	0.00		-406.47		-18.78
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3138A4Y58	149.10				0.00
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3138A35V5	269.75				0.00
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BM5024 3% 01 Nov 2048 Due On	234.40				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	08/26/19 With Ex Date 08/01/19, CUSIP 3140J9SN2					
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3138WJQ35	258.80				0.00
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31403C6L0	98.09				0.00
August 26, 2019 August 26, 2019	Principal Payment of 149.10 Current Face on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3138A4Y58	0.00		-156.23		-7.13
August 26, 2019 August 26, 2019	Principal Payment of 269.75 Current Face on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3138A35V5	0.00		-269.79		-0.04
August 26, 2019 August 26, 2019	Principal Payment of 234.40 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BM5024 3% 01 Nov 2048 Due On 08/26/19 With Ex	0.00		-232.48		1.92

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Date 08/01/19, CUSIP 3140J9SN2					
August 26, 2019 August 26, 2019	Principal Payment of 258.80 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3138WJQ35	0.00		-267.37		-8.57
August 26, 2019 August 26, 2019	Principal Payment of 98.09 Current Face on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31403C6L0	0.00		-98.66		-0.57
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31403DDX4	88.38				0.00
August 26, 2019 August 26, 2019	Principal Payment of 88.38 Current Face on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31403DDX4	0.00		-96.00		-7.62
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On	332.84				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	08/26/19 With Ex Date 08/01/19, CUSIP 3138WHER9					
August 26, 2019 August 26, 2019	Principal Payment of 332.84 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3138WHER9	0.00		-342.65		-9.81
August 26, 2019 August 26, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31418CR89	502.38				0.00
August 26, 2019 August 26, 2019	Principal Payment of 502.38 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31418CR89	0.00		-500.38		2.00
September 16, 2019 September 16, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 09/16/19 With Ex Date 09/01/19, CUSIP 3128MJSP6	584.14				0.00
September 16, 2019 September 16, 2019	Principal Payment of 1 USD on 40,000.00 Par Value for Freddie Mac Gold Pool FG	262.52				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	C09022 3% 01 Jan 2043 Due On 09/16/19 With Ex Date 09/01/19, CUSIP 31292SAX8					
September 16, 2019 September 16, 2019	Principal Payment of 1 USD on 210,000.00 Par Value for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 09/16/19 With Ex Date 09/01/19, CUSIP 31283H6T7	50.96				0.00
September 16, 2019 September 16, 2019	Principal Payment of 1 USD on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 09/16/19 With Ex Date 09/01/19, CUSIP 31292L5D3	392.89				0.00
September 16, 2019 September 16, 2019	Principal Payment of 584.14 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 09/16/19 With Ex Date 09/01/19, CUSIP 3128MJSP6	0.00		-580.57		3.57
September 16, 2019 September 16, 2019	Principal Payment of 262.52 Current Face on 40,000.00 Par Value for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 09/16/19 With Ex Date 09/01/19, CUSIP 31292SAX8	0.00		-273.39		-10.87
September 16, 2019 September 16, 2019	Principal Payment of 50.96 Current Face on 210,000.00 Par Value for Freddie Mac	0.00		-52.41		-1.45

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 09/16/19 With Ex Date 09/01/19, CUSIP 31283H6T7					
September 16, 2019 September 16, 2019	Principal Payment of 392.89 Current Face on 90,000.00 Par Value for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 09/16/19 With Ex Date 09/01/19, CUSIP 31292L5D3	0.00		-406.70		-13.81
September 20, 2019 September 20, 2019	Principal Payment of 1 USD on 135,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 09/20/19 With Ex Date 09/01/19, CUSIP 36179M2Q2	593.53				0.00
September 20, 2019 September 20, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 09/20/19 With Ex Date 09/01/19, CUSIP 36179SB71	375.58				0.00
September 20, 2019 September 20, 2019	Principal Payment of 1 USD on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 09/20/19 With Ex Date 09/01/19, CUSIP 36179NDR6	311.39				0.00

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Realized Gains and Losses (continued)

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
September 20, 2019 September 20, 2019	Principal Payment of 593.53 Current Face on 135,000.00 Par Value for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 09/20/19 With Ex Date 09/01/19, CUSIP 36179M2Q2	0.00		-613.39		-19.86
September 20, 2019 September 20, 2019	Principal Payment of 375.58 Current Face on 30,000.00 Par Value for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 09/20/19 With Ex Date 09/01/19, CUSIP 36179SB71	0.00		-370.71		4.87
September 20, 2019 September 20, 2019	Principal Payment of 311.39 Current Face on 55,000.00 Par Value for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 09/20/19 With Ex Date 09/01/19, CUSIP 36179NDR6	0.00		-313.76		-2.37
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31418CJA3	230.63				0.00
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31371MXX0	4.42				0.00

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Realized Gains and Losses (continued)

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3138A4Y58	188.77				0.00
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 500,000.00 Par Value for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31410QDW8	51.27				0.00
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3138WJQ35	492.86				0.00
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31418CPF5	497.19				0.00
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31402CV74	63.15				0.00
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for	36.19				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3140E45K9					
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31416XMW7	170.65				0.00
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3138A35V5	175.89				0.00
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 25,000.00 Par Value for Fannie Mae Pool FN BM5024 3% 01 Nov 2048 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3140J9SN2	255.14				0.00
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31418CNE0	578.49				0.00
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On	1.50				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	09/25/19 With Ex Date 09/01/19, CUSIP 31413UZ44					
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3138WHER9	433.95				0.00
September 25, 2019 September 25, 2019	Principal Payment of 230.63 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31418CJA3	0.00		-218.56		12.07
September 25, 2019 September 25, 2019	Principal Payment of 4.42 Current Face on 83,000.00 Par Value for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31371MXX0	0.00		-4.55		-0.13
September 25, 2019 September 25, 2019	Principal Payment of 188.77 Current Face on 60,000.00 Par Value for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3138A4Y58	0.00		-197.80		-9.03
September 25, 2019 September 25, 2019	Principal Payment of 51.27 Current Face on 500,000.00 Par Value for Fannie Mae Pool	0.00		-52.31		-1.04

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	FN 893917 Flt 01 Oct 2036 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31410QDW8					
September 25, 2019 September 25, 2019	Principal Payment of 492.86 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3138WJQ35	0.00		-509.19		-16.33
September 25, 2019 September 25, 2019	Principal Payment of 497.19 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31418CPF5	0.00		-521.27		-24.08
September 25, 2019 September 25, 2019	Principal Payment of 63.15 Current Face on 125,000.00 Par Value for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31402CV74	0.00		-68.05		-4.90
September 25, 2019 September 25, 2019	Principal Payment of 36.19 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3140E45K9	0.00		-38.03		-1.84

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Realized Gains and Losses (continued)

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
September 25, 2019 September 25, 2019	Principal Payment of 170.65 Current Face on 155,000.00 Par Value for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31416XMW7	0.00		-170.60		0.05
September 25, 2019 September 25, 2019	Principal Payment of 175.89 Current Face on 70,000.00 Par Value for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3138A35V5	0.00		-175.92		-0.03
September 25, 2019 September 25, 2019	Principal Payment of 255.14 Current Face on 25,000.00 Par Value for Fannie Mae Pool FN BM5024 3% 01 Nov 2048 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3140J9SN2	0.00		-253.05		2.09
September 25, 2019 September 25, 2019	Principal Payment of 578.49 Current Face on 30,000.00 Par Value for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31418CNE0	0.00		-606.94		-28.45
September 25, 2019 September 25, 2019	Principal Payment of 1.50 Current Face on 59,000.00 Par Value for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 09/25/19 With	0.00		-1.54		-0.04

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Ex Date 09/01/19, CUSIP 31413UZ44					
September 25, 2019 September 25, 2019	Principal Payment of 433.95 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3138WHER9	0.00		-446.75		-12.80
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31403C6L0	111.03				0.00
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31418CR89	508.20				0.00
September 25, 2019 September 25, 2019	Principal Payment of 111.03 Current Face on 180,000.00 Par Value for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31403C6L0	0.00		-111.68		-0.65
September 25, 2019 September 25, 2019	Principal Payment of 508.20 Current Face on 35,000.00 Par Value for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 09/25/19 With	0.00		-506.18		2.02

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
	Ex Date 09/01/19, CUSIP 31418CR89					
September 25, 2019 September 25, 2019	Principal Payment of 1 USD on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31403DDX4	97.04				0.00
September 25, 2019 September 25, 2019	Principal Payment of 97.04 Current Face on 209,036.00 Par Value for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31403DDX4	0.00		-105.41		-8.37
Total Agency MBS		**$74,516.22**	**$0.00**	**-$76,037.10**	**$0.00**	**-$1,520.88**
US Credit						
March 9, 2018 March 9, 2018	Reversal of Full Call 100:100 Debit 7,000.00 Lincoln National Corp 8.75% 01 Jul 2019 For 7,000.00 Par Value of Lincoln National Corp 8.75% 01 Jul 2019 Due on 03/09/18 With Ex Date 03/09/18, CUSIP 534187AX7	0.00		8,086.70		539.86
March 9, 2018 March 9, 2018	Reversal of Full Call 1.07812 USD Lincoln National Corp 8.75% 01 Jul 2019 For 7,000.00 Par Value Due on 03/09/18 With Ex Date 03/09/18, CUSIP 534187AX7	-7,546.84				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
US Credit (continued)						
March 9, 2018 March 9, 2018	Full Call 1.07812 USD Lincoln National Corp 8.75% 01/07/2019 For 7,000.00 Par Value Due on 03/09/18 With Ex Date 03/09/18, CUSIP 534187AX7	7,546.84				0.00
March 9, 2018 March 9, 2018	Full Call 100:100 Debit 7,000.00 Lincoln National Corp 8.75% 01/07/2019 For 7,000.00 Par Value of Lincoln National Corp 8.75% 01/07/2019 Due on 03/09/18 With Ex Date 03/09/18, CUSIP 534187AX7	0.00		-8,086.70		-539.86
January 15, 2019 January 15, 2019	Final Maturity 1 USD RELX Capital Inc 8.625% 15 Jan 2019 For 5,000.00 Par Value Due on 01/15/19 With Ex Date 01/15/19, CUSIP 758202AG0	5,000.00				0.00
January 15, 2019 January 15, 2019	Final Maturity 100:100 Debit 5,000.00 RELX Capital Inc 8.625% 15 Jan 2019 For 5,000.00 Par Value of RELX Capital Inc 8.625% 15 Jan 2019 Due on 01/15/19 With Ex Date 01/15/19, CUSIP 758202AG0	0.00		-6,412.95		-1,412.95
February 1, 2019 February 1, 2019	Principal Payment of 1 USD on 10,000.00 Par Value for Southwest Airlines Co 2007-1 Pass Through Trust 6.15% 01 Aug 2022 Due On 02/01/19	521.58				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
US Credit (continued)						
	With Ex Date 02/01/19, CUSIP 84474YAA4					
February 1, 2019 February 1, 2019	Principal Payment of 521.58 Current Face on 10,000.00 Par Value for Southwest Airlines Co 2007-1 Pass Through Trust 6.15% 01 Aug 2022 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 84474YAA4	0.00		-580.26		-58.68
February 11, 2019 February 11, 2019	Repurchase Offer 0.98763 USD Anheuser-Busch InBev Finance Inc 3.3% 01 Feb 2023 For 10,000.00 Par Value Due on 02/11/19 With Ex Date 01/25/19, CUSIP 035242AL0	9,876.30				0.00
February 11, 2019 February 11, 2019	Repurchase Offer 100:100 Debit 10,000.00 Anheuser-Busch InBev Finance Inc 3.3% 01 Feb 2023 For 10,000.00 Par Value of Anheuser-Busch InBev Finance Inc 3.3% 01 Feb 2023 Due on 02/11/19 With Ex Date 01/25/19, CUSIP 035242AL0	0.00		-9,981.30		-105.00
March 15, 2019 March 15, 2019	Full Call 1.0060418 USD Aptiv Plc Note 3.150%19 Nov 2020 For 10,000.00 Par Value Due on 03/15/19 With Ex Date 03/15/19, CUSIP 03835VAA4	10,060.42				0.00

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
US Credit (continued)						
March 15, 2019 March 15, 2019	Full Call 100:100 Debit 10,000.00 Aptiv Plc Note 3.150%19 Nov 2020 For 10,000.00 Par Value of Aptiv Plc Note 3.150%19 Nov 2020 Due on 03/15/19 With Ex Date 03/15/19, CUSIP 03835VAA4	0.00		-10,130.15		-69.73
April 25, 2019 April 25, 2019	Full Call 1.02479 USD Valero Energy Corp 6.125% 01 Feb 2020 For 5,000.00 Par Value Due on 04/25/19 With Ex Date 04/25/19, CUSIP 91913YAR1	5,123.95				0.00
April 25, 2019 April 25, 2019	Full Call 100:100 Debit 5,000.00 Valero Energy Corp 6.125% 01 Feb 2020 For 5,000.00 Par Value of Valero Energy Corp 6.125% 01 Feb 2020 Due on 04/25/19 With Ex Date 04/25/19, CUSIP 91913YAR1	0.00		-5,664.70		-540.75
June 3, 2019 June 3, 2019	Full Call 1.00523 USD WestRock RKT LLC 3.5% 01 Mar 2020 For 15,000.00 Par Value Due on 06/03/19 With Ex Date 06/03/19, CUSIP 772739AP3	15,078.45				0.00
June 3, 2019 June 3, 2019	Full Call 100:100 Debit 15,000.00 WestRock RKT LLC 3.5% 01 Mar 2020 For 15,000.00 Par Value of WestRock RKT LLC 3.5% 01 Mar 2020 Due on 06/03/19	0.00		-15,456.40		-377.95

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
US Credit (continued)						
	With Ex Date 06/03/19, CUSIP 772739AP3					
June 20, 2019 June 20, 2019	Repurchase Offer 1.01526 USD Vodafone Group PLC 2.95% 19 Feb 2023 For 5,000.00 Par Value Due on 06/20/19 With Ex Date 06/19/19, CUSIP 92857WBC3	5,076.30				0.00
June 20, 2019 June 20, 2019	Repurchase Offer 100:100 Debit 5,000.00 Vodafone Group PLC 2.95% 19 Feb 2023 For 5,000.00 Par Value of Vodafone Group PLC 2.95% 19 Feb 2023 Due on 06/20/19 With Ex Date 06/19/19, CUSIP 92857WBC3	0.00		-4,945.16		131.14
August 1, 2019 August 1, 2019	Principal Payment of 1 USD on 10,000.00 Par Value for Southwest Airlines Co 2007-1 Pass Through Trust 6.15% 01 Aug 2022 Due On 08/01/19 With Ex Date 08/01/19, CUSIP 84474YAA4	560.60				0.00
August 1, 2019 August 1, 2019	Principal Payment of 560.60 Current Face on 10,000.00 Par Value for Southwest Airlines Co 2007-1 Pass Through Trust 6.15% 01 Aug 2022 Due On 08/01/19 With Ex Date 08/01/19, CUSIP 84474YAA4	0.00		-623.67		-63.07

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
US Credit (continued)						
August 28, 2019 August 28, 2019	Repurchase Offer 1.02361 USD Sherwin-Williams Co/The 2.75% 01 Jun 2022 For 5,000.00 Par Value Due on 08/28/19 With Ex Date 08/26/19, CUSIP 824348AU0	2,047.22				0.00
August 28, 2019 August 28, 2019	Repurchase Offer 100:100 Debit 2,000.00 Sherwin-Williams Co/The 2.75% 01 Jun 2022 For 5,000.00 Par Value of Sherwin-Williams Co/The 2.75% 01 Jun 2022 Due on 08/28/19 With Ex Date 08/26/19, CUSIP 824348AU0	0.00		-1,950.62		96.60
September 20, 2019 September 20, 2019	Full Call 1.02481 USD Healthcare Trust of America Holdings LP 3.375% 15 Jul 2021 For 10,000.00 Par Value Due on 09/20/19 With Ex Date 09/20/19, CUSIP 42225UAC8	10,248.10				0.00
September 20, 2019 September 20, 2019	Full Call 100:100 Debit 10,000.00 Healthcare Trust of America Holdings LP 3.375% 15 Jul 2021 For 10,000.00 Par Value of Healthcare Trust of America Holdings LP	0.00		-9,938.64		309.46

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Corporate Actions/Income (continued)						
Fixed Income (continued)						
US Credit (continued)						
	3.375% 15 Jul 2021 Due on 09/20/19 With Ex Date 09/20/19, CUSIP 42225UAC8					
Total US Credit		**$63,592.92**	**$0.00**	**-$65,683.85**	**$0.00**	**-$2,090.93**
Total Fixed Income		**$138,109.14**	**$0.00**	**-$141,720.95**	**$0.00**	**-$3,611.81**
Total Corporate Actions/Income		**$138,109.14**	**$0.00**	**-$141,720.95**	**$0.00**	**-$3,611.81**
Sales						
Equity						
Domestic Large Cap						
December 11, 2018 December 12, 2018	Sale 302.671 Units of Vanguard 500 Index Fund @ $244.49, CUSIP 922908710	74,000.00		-68,131.24		5,868.76
May 8, 2019 May 9, 2019	Sale 439.701 Units of Vanguard 500 Index Fund @ $266.09, CUSIP 922908710	117,000.00		-98,976.70		18,023.30
June 13, 2019 June 14, 2019	Sale 753.704 Units of Vanguard 500 Index Fund @ $268.01, CUSIP 922908710	202,000.00		-169,658.77		32,341.23
Total Domestic Large Cap		**$393,000.00**	**$0.00**	**-$336,766.71**	**$0.00**	**$56,233.29**
Domestic Small-Mid Cap						
September 18, 2019 September 19, 2019	Sale 2,918.004 Units of Wells Fargo Special Small Cap Value Fund @ $34.27, CUSIP 94988A668	100,000.00		-84,388.67		15,611.33
Total Domestic Small-Mid Cap		**$100,000.00**	**$0.00**	**-$84,388.67**	**$0.00**	**$15,611.33**

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Equity (continued)						
International Equity						
September 18, 2019 September 19, 2019	Sale 3,254.211 Units of American Funds EuroPacific Growth Fund @ $52.24, CUSIP 298706821	170,000.00		-148,982.43		21,017.57
Total International Equity		**$170,000.00**	**$0.00**	**-$148,982.43**	**$0.00**	**$21,017.57**
Total Equity		**$663,000.00**	**$0.00**	**-$570,137.81**	**$0.00**	**$92,862.19**
Fixed Income						
US Government						
October 9, 2018 October 11, 2018	Sale 20,000.00 Par Value of United States Treasury Note/Bond 2.375% 15 Aug 2024 @ 96.07% Received Accrued Interest of $73.57, CUSIP 912828D56	19,214.76		-19,421.17	73.57	-206.41
October 26, 2018 October 30, 2018	Sale 10,000.00 Par Value of United States Treasury Note/Bond 2.375% 15 Aug 2024 @ 96.98% Received Accrued Interest of $49.05, CUSIP 912828D56	9,698.01		-9,714.10	49.05	-16.09
November 26, 2018 November 28, 2018	Sale 20,000.00 Par Value of United States Treasury Note/Bond 1.625% 30 Jun 2020 @ 98.15% Received Accrued Interest of $133.36, CUSIP 912828XH8	19,629.62		-19,639.13	133.36	-9.51
November 27, 2018 November 29, 2018	Sale 15,000.00 Par Value of United States Treasury Note/Bond 1.625% 30 Jun 2020 @ 98.14% Received	14,721.63		-14,729.35	100.68	-7.72

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
US Government (continued)						
	Accrued Interest of $100.68, CUSIP 912828XH8					
December 6, 2018 December 10, 2018	Sale 10,000.00 Par Value of United States Treasury Note/Bond 2.375% 15 Aug 2024 @ 97.84% Received Accrued Interest of $75.51, CUSIP 912828D56	9,783.94		-9,764.44	75.51	19.50
December 19, 2018 December 21, 2018	Sale 10,000.00 Par Value of United States Treasury Note/Bond 2.375% 15 Aug 2024 @ 98.22% Received Accrued Interest of $82.61, CUSIP 912828D56	9,822.23		-9,765.60	82.61	56.63
December 20, 2018 December 24, 2018	Sale 5,000.00 Par Value of United States Treasury Note/Bond 2.375% 15 Aug 2024 @ 98.37% Received Accrued Interest of $42.27, CUSIP 912828D56	4,918.34		-4,882.95	42.27	35.39
January 2, 2019 January 4, 2019	Sale 35,000.00 Par Value of United States Treasury Note/Bond 1.625% 30 Jun 2020 @ 98.64% Received Accrued Interest of $6.28, CUSIP 912828XH8	34,524.10		-34,480.07	6.28	44.03
January 2, 2019 January 4, 2019	Sale 25,000.00 Par Value of United States Treasury Note/Bond 2.375% 15 Aug 2024 @ 99.18% Received Accrued Interest of $229.11, CUSIP 912828D56	24,793.85		-24,398.18	229.11	395.67

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
US Government (continued)						
January 4, 2019 January 7, 2019	Sale 85,000.00 Par Value of United States Treasury Note/Bond 1.625% 30 Jun 2020 @ 98.68% Received Accrued Interest of $26.71, CUSIP 912828XH8	83,874.13		-83,556.29	26.71	317.84
May 8, 2019 May 9, 2019	Sale 10,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Feb 2027 @ 98.99% Received Accrued Interest of $51.59, CUSIP 912828V98	9,898.79		-9,598.50	51.59	300.29
June 3, 2019 June 5, 2019	Sale 15,000.00 Par Value of United States Treasury Note/Bond 1% 31 Aug 2019 @ 99.67% Received Accrued Interest of $39.54, CUSIP 912828TN0	14,950.15		-14,944.02	39.54	6.13
June 4, 2019 June 6, 2019	Sale 125,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Feb 2027 @ 101.41% Received Accrued Interest of $862.40, CUSIP 912828V98	126,762.20		-122,003.47	862.40	4,758.73
July 2, 2019 July 3, 2019	Sale 15,000.00 Par Value of United States Treasury Note/Bond 1% 31 Aug 2019 @ 99.80% Received Accrued Interest of $50.95, CUSIP 912828TN0	14,969.48		-14,961.93	50.95	7.55
July 2, 2019 July 3, 2019	Sale 50,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov	51,154.10		-50,652.54	149.80	501.56

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
US Government (continued)						
	2027 @ 102.31% Received Accrued Interest of $149.80, CUSIP 9128283F5					
August 27, 2019 August 28, 2019	Sale 45,000.00 Par Value of United States Treasury Note/Bond 1% 31 Aug 2019 @ 99.98% Received Accrued Interest of $221.33, CUSIP 912828TN0	44,992.82		-44,885.75	221.33	107.07
September 10, 2019 September 12, 2019	Sale 5,000.00 Par Value of United States Treasury Note/Bond 2.25% 15 Nov 2027 @ 104.28% Received Accrued Interest of $36.68, CUSIP 9128283F5	5,214.04		-5,061.74	36.68	152.30
Total US Government		**$498,922.19**	**$0.00**	**-$492,459.23**	**$2,231.44**	**$6,462.96**
Agency MBS						
January 22, 2019 January 24, 2019	Sale 25,000.00 Par Value 21,560.65 Current Face of Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047 @97.328125 % Received Accrued Interest of $41.32, CUSIP 3128MJZF0	20,984.58		-20,900.37	41.32	84.21
July 1, 2019 July 3, 2019	Sale 45,000.00 Par Value 33,942.68 Current Face of Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 @101.140625 % Received Accrued Interest of $5.66, CUSIP 3128MJYG9	34,329.84		-33,064.64	5.66	1,265.20

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
Agency MBS (continued)						
July 1, 2019 July 3, 2019	Sale 100,000.00 Par Value 86,481.49 Current Face of Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 @102.40625 % Received Accrued Interest of $16.81, CUSIP 31418CPE8	88,562.45		-88,873.02	16.81	-310.57
July 9, 2019 July 11, 2019	Sale 50,000.00 Par Value 16,232.07 Current Face of Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 @103.3125 % Received Accrued Interest of $15.78, CUSIP 36179M2Q2	16,769.76		-16,998.03	15.78	-228.27
Total Agency MBS		**$160,646.63**	**$0.00**	**-$159,836.06**	**$79.57**	**$810.57**
CMBS						
October 2, 2018 October 4, 2018	Sale 10,000.00 Par Value 10,000.00 Current Face of UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049 @98.867188 % Received Accrued Interest of $2.58, CUSIP 90349DAD4	9,886.72		-10,214.84	2.58	-328.12
July 10, 2019 July 12, 2019	Sale 10,000.00 Par Value 10,000.00 Current Face of UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049 @101.144531	10,114.45		-9,900.00	9.44	214.45

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
CMBS (continued)						
	% Received Accrued Interest of $9.44, CUSIP 90349DAD4					
Total CMBS		**$20,001.17**	**$0.00**	**-$20,114.84**	**$12.02**	**-$113.67**
US Credit						
October 1, 2018 October 3, 2018	Sale 10,000.00 Par Value of 21st Century Fox America Inc 6.9% 01 Mar 2019 @ 101.65% Received Accrued Interest of $61.33, CUSIP 90131HAN5	10,165.20		-12,583.80	61.33	-2,418.60
October 4, 2018 October 9, 2018	Sale 10,000.00 Par Value of Dow Chemical Co/The 8.55% 15 May 2019 @ 103.28% Received Accrued Interest of $342.00, CUSIP 260543BX0	10,327.80		-10,715.90	342.00	-388.10
October 4, 2018 October 9, 2018	Sale 10,000.00 Par Value of Enterprise Products Operating LLC 2.55% 15 Oct 2019 @ 99.58% Received Accrued Interest of $123.25, CUSIP 29379VBD4	9,958.40		-10,078.80	123.25	-120.40
October 4, 2018 October 9, 2018	Sale 5,000.00 Par Value of Canadian Pacific Railway Co 7.25% 15 May 2019 @ 102.64% Received Accrued Interest of $145.00, CUSIP 13645RAJ3	5,131.75		-5,772.25	145.00	-640.50
October 4, 2018 October 9, 2018	Sale 5,000.00 Par Value of WestRock RKT Co 4.45% 01 Mar 2019 @ 100.62% Received Accrued Interest of $23.49, CUSIP 772739AJ7	5,030.75		-5,377.30	23.49	-346.55

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
US Credit (continued)						
October 23, 2018 October 25, 2018	Sale 5,000.00 Par Value of RELX Capital Inc 8.625% 15 Jan 2019 @ 101.26% Received Accrued Interest of $119.79, CUSIP 758202AG0	5,062.80		-6,257.90	119.79	-1,195.10
November 14, 2018 November 16, 2018	Sale 5,000.00 Par Value of Comcast Corp 3.95% 15 Oct 2025 @ 99.77% Received Accrued Interest of $22.49, CUSIP 20030NCS8	4,988.70		-4,971.45	22.49	17.25
November 15, 2018 November 19, 2018	Sale 10,000.00 Par Value of Virginia Electric & Power Co 2.75% 15 Mar 2023 @ 96.85% Received Accrued Interest of $48.89, CUSIP 927804FN9	9,684.50		-10,137.80	48.89	-453.30
December 12, 2018 December 14, 2018	Sale 5,000.00 Par Value of Citigroup Inc 2.7% 30 Mar 2021 @ 97.71% Received Accrued Interest of $27.75, CUSIP 172967KK6	4,885.55		-5,090.75	27.75	-205.20
January 17, 2019 January 22, 2019	Sale 10,000.00 Par Value of SunTrust Banks Inc 2.9% 03 Mar 2021 @ 99.20% Received Accrued Interest of $111.97, CUSIP 867914BK8	9,919.60		-10,250.30	111.97	-330.70
February 5, 2019 February 7, 2019	Sale 5,000.00 Par Value of Home Depot Inc/The 2% 01 Apr 2021 @ 98.78% Received Accrued Interest of $35.00, CUSIP 437076BL5	4,939.05		-4,982.20	35.00	-43.15
February 5, 2019 February 7, 2019	Sale 5,000.00 Par Value of Chevron Corp 2.419% 17 Nov	4,977.40		-5,016.20	26.88	-38.80

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
US Credit (continued)						
	2020 @ 99.55% Received Accrued Interest of $26.88, CUSIP 166764AY6					
February 11, 2019 February 13, 2019	Sale 10,000.00 Par Value of Petroleos Mexicanos 6.375% 04 Feb 2021 @ 102.53% Received Accrued Interest of $15.94, CUSIP 71654QCA8	10,252.50		-10,970.00	15.94	-717.50
February 12, 2019 February 14, 2019	Sale 5,000.00 Par Value of CVS Health Corp 2.75% 01 Dec 2022 @ 97.65% Received Accrued Interest of $27.88, CUSIP 126650BZ2	4,882.55		-4,781.84	27.88	100.71
March 12, 2019 March 14, 2019	Sale 5,000.00 Par Value of Thermo Fisher Scientific Inc 3% 15 Apr 2023 @ 99.48% Received Accrued Interest of $62.08, CUSIP 883556BN1	4,974.20		-4,935.05	62.08	39.15
April 16, 2019 April 18, 2019	Sale 10,000.00 Par Value of Gilead Sciences Inc 3.7% 01 Apr 2024 @ 102.98% Received Accrued Interest of $17.47, CUSIP 375558AW3	10,297.60		-10,754.00	17.47	-456.40
April 25, 2019 April 29, 2019	Sale 15,000.00 Par Value of Verizon Communications Inc 5.15% 15 Sep 2023 @ 109.31% Received Accrued Interest of $94.42, CUSIP 92343VBR4	16,396.35		-15,925.70	94.42	470.65
April 29, 2019 May 1, 2019	Sale 5,000.00 Par Value of Capital One Financial Corp 3.45% 30 Apr 2021 @ 101.12% Received Accrued	5,055.75		-4,986.10	0.48	69.65

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
US Credit (continued)						
	Interest of $0.48, CUSIP 14040HBY0					
May 31, 2019 June 4, 2019	Sale 1,000.00 Par Value of Archer-Daniels-Midland Co 4.479% 01 Mar 2021 @ 103.35% Received Accrued Interest of $11.57, CUSIP 039483BB7	1,033.54		-1,098.75	11.57	-65.21
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Interpublic Group of Cos Inc/The 4.2% 15 Apr 2024 @ 107.75% Received Accrued Interest of $45.50, CUSIP 460690BL3	5,387.60		-5,296.35	45.50	91.25
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Citigroup Inc 3.4% 01 May 2026 @ 103.60% Received Accrued Interest of $29.28, CUSIP 172967KN0	5,179.80		-5,066.75	29.28	113.05
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Ryder System Inc 2.8% 01 Mar 2022 @ 100.92% Received Accrued Interest of $47.44, CUSIP 78355HKD0	5,046.05		-5,008.70	47.44	37.35
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of CVS Health Corp 4.125% 15 May 2021 @ 102.61% Received Accrued Interest of $27.50, CUSIP 126650BW9	5,130.45		-5,398.95	27.50	-268.50
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Morgan Stanley 2.625% 17 Nov 2021 @ 100.60%	5,030.20		-4,873.56	16.77	156.64

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
US Credit (continued)						
	Received Accrued Interest of $16.77, CUSIP 61746BED4					
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Abbott Laboratories 2.9% 30 Nov 2021 @ 101.64% Received Accrued Interest of $13.29, CUSIP 002824BD1	5,082.10		-5,003.05	13.29	79.05
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Verizon Communications Inc 3.5% 01 Nov 2024 @ 105.00% Received Accrued Interest of $30.14, CUSIP 92343VCR3	5,250.20		-5,113.25	30.14	136.95
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of AbbVie Inc 2.9% 06 Nov 2022 @ 101.09% Received Accrued Interest of $22.96, CUSIP 00287YAL3	5,054.50		-4,935.53	22.96	118.97
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of SunTrust Banks Inc 2.7% 27 Jan 2022 @ 100.66% Received Accrued Interest of $58.50, CUSIP 867914BM4	5,032.95		-4,893.05	58.50	139.90
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of CSX Corp 4.25% 01 Jun 2021 @ 103.21% Received Accrued Interest of $18.89, CUSIP 126408GV9	5,160.70		-5,171.30	18.89	-10.60
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Wells Fargo & Co 3% 19 Feb 2025 @ 101.84% Received Accrued Interest of $55.83, CUSIP 94974BGH7	5,092.15		-4,876.42	55.83	215.73

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
US Credit (continued)						
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Gilead Sciences Inc 3.5% 01 Feb 2025 @ 104.77% Received Accrued Interest of $73.89, CUSIP 375558AZ6	5,238.60		-5,080.10	73.89	158.50
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Fiserv Inc 3.5% 01 Oct 2022 @ 103.25% Received Accrued Interest of $44.72, CUSIP 337738AM0	5,162.25		-4,961.35	44.72	200.90
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Toyota Motor Credit Corp 2.9% 17 Apr 2024 @ 102.58% Received Accrued Interest of $30.61, CUSIP 89236TDW2	5,128.80		-4,871.64	30.61	257.16
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Comcast Corp 2.85% 15 Jan 2023 @ 102.00% Received Accrued Interest of $66.50, CUSIP 20030NBF7	5,099.80		-4,865.23	66.50	234.57
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Virginia Electric & Power Co 3.45% 01 Sep 2022 @ 103.00% Received Accrued Interest of $58.46, CUSIP 927804FJ8	5,150.05		-4,976.50	58.46	173.55
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of International Paper Co 4.75% 15 Feb 2022 @ 105.55% Received Accrued Interest of $91.04, CUSIP 460146CG6	5,277.30		-5,329.30	91.04	-52.00
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Dominion Energy Gas Holdings	5,217.05		-5,339.35	9.00	-122.30

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
US Credit (continued)						
	LLC 3.6% 15 Dec 2024 @ 104.34% Received Accrued Interest of $9.00, CUSIP 257375AH8					
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Duke Energy Corp 3.75% 15 Apr 2024 @ 105.59% Received Accrued Interest of $40.63, CUSIP 26441CAN5	5,279.25		-5,149.60	40.63	129.65
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of UnitedHealth Group Inc 4.7% 15 Feb 2021 @ 103.29% Received Accrued Interest of $90.08, CUSIP 91324PBP6	5,164.60		-5,122.05	90.08	42.55
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Thermo Fisher Scientific Inc 3.6% 15 Aug 2021 @ 102.29% Received Accrued Interest of $69.00, CUSIP 883556AZ5	5,114.65		-5,276.45	69.00	-161.80
July 1, 2019 July 3, 2019	Sale 10,000.00 Par Value of JPMorgan Chase & Co 4.4% 22 Jul 2020 @ 102.01% Received Accrued Interest of $196.78, CUSIP 46625HHS2	10,200.90		-10,510.75	196.78	-309.85
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of International Business Machines Corp 7% 30 Oct 2025 @ 124.84% Received Accrued Interest of $61.25, CUSIP 459200AM3	6,242.15		-6,450.60	61.25	-208.45
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Capital One Financial Corp	5,230.95		-5,387.10	110.83	-156.15

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
US Credit (continued)						
	4.75% 15 Jul 2021 @ 104.62% Received Accrued Interest of $110.83, CUSIP 14040HAY1					
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Sunoco Logistics Partners Operations LP 4.65% 15 Feb 2022 @ 104.62% Received Accrued Interest of $89.13, CUSIP 86765BAJ8	5,231.05		-5,399.20	89.13	-168.15
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Goldman Sachs Group Inc/The 5.25% 27 Jul 2021 @ 105.59% Received Accrued Interest of $113.75, CUSIP 38141GGQ1	5,279.65		-5,658.85	113.75	-379.20
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Eaton Corp 2.75% 02 Nov 2022 @ 101.22% Received Accrued Interest of $23.30, CUSIP 278062AC8	5,061.05		-5,001.05	23.30	60.00
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Southern Co Gas Capital Corp 2.45% 01 Oct 2023 @ 99.66% Received Accrued Interest of $31.31, CUSIP 8426EPAA6	4,983.10		-4,930.40	31.31	52.70
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Berkshire Hathaway Energy Co 3.75% 15 Nov 2023 @ 105.32% Received Accrued Interest of $25.00, CUSIP 59562VAY3	5,265.90		-5,331.85	25.00	-65.95

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
US Credit (continued)						
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of ConocoPhillips Co 4.95% 15 Mar 2026 @ 114.08% Received Accrued Interest of $74.25, CUSIP 20826FAQ9	5,703.80		-5,529.10	74.25	174.70
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Anthem Inc 3.65% 01 Dec 2027 @ 104.20% Received Accrued Interest of $16.22, CUSIP 036752AB9	5,210.20		-4,752.42	16.22	457.78
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Microsoft Corp 2.65% 03 Nov 2022 @ 102.21% Received Accrued Interest of $22.08, CUSIP 594918BH6	5,110.55		-5,008.55	22.08	102.00
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Amgen Inc 3.125% 01 May 2025 @ 102.35% Received Accrued Interest of $26.91, CUSIP 031162BY5	5,117.45		-4,909.54	26.91	207.91
July 1, 2019 July 3, 2019	Sale 5,000.00 Par Value of Sherwin-Williams Co/The 3.125% 01 Jun 2024 @ 102.24% Received Accrued Interest of $13.89, CUSIP 824348AV8	5,111.75		-4,995.85	13.89	115.90
August 8, 2019 August 12, 2019	Sale 5,000.00 Par Value of Citigroup Inc 3.4% 01 May 2026 @ 104.49% Received Accrued Interest of $47.69, CUSIP 172967KN0	5,224.30		-5,026.20	47.69	198.10
September 25, 2019 September 27, 2019	Sale 10,000.00 Par Value of Duke Energy Corp 3.75% 15	10,601.50		-10,523.10	168.75	78.40

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Realized Gains and Losses (continued)

Trade date Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Sales (continued)						
Fixed Income (continued)						
US Credit (continued)						
	Apr 2024 @ 106.02% Received Accrued Interest of $168.75, CUSIP 26441CAN5					
Total US Credit		**$335,817.34**	**$0.00**	**-$340,709.13**	**$3,278.85**	**-$4,891.79**
Total Fixed Income		**$1,015,387.33**	**$0.00**	**-$1,013,119.26**	**$5,601.88**	**$2,268.07**
Balanced - Multi-Asset						
Domestic Funds						
March 4, 2019 March 5, 2019	Sale 47,727.981 Units of Westwood Income Opportunity Fund @ $15.05, CUSIP 0075W0775	718,306.11		-655,930.93		62,375.18
Total Domestic Funds		**$718,306.11**	**$0.00**	**-$655,930.93**	**$0.00**	**$62,375.18**
Total Balanced - Multi-Asset		**$718,306.11**	**$0.00**	**-$655,930.93**	**$0.00**	**$62,375.18**
Total Sales		**$2,396,693.44**	**$0.00**	**-$2,239,188.00**	**$5,601.88**	**$157,505.44**
Cash Sweep Activity						
Cash and Equivalents						
Cash Equivalents						
September 30, 2019 September 30, 2019	Sweep sales totaling -2,558,381.36 units of Regions Trust Cash Sweep for COCOA GEN MUTUAL FUND - Capital (9 Transactions), CUSIP 999990484	2,558,381.36		-2,558,381.36		0.00
September 30, 2019 September 30, 2019	Sweep sales totaling -833,386.70 units of Regions Trust Cash Sweep for COCOA GENERAL AGINCOURT - Capital (69 Transactions), CUSIP 999990484	833,386.70		-833,386.70		0.00

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Realized Gains and Losses (continued)

Trade date / Settlement date	Transaction description	Principal amount	Income amount	Cost	Accrued income	Realized G/L
Cash Sweep Activity (continued)						
Cash and Equivalents (continued)						
Cash Equivalents (continued)						
September 30, 2019 September 30, 2019	Sweep sales totaling -1,750,212.45 units of Regions Trust Cash Sweep for COCOA GENERAL R&D - Capital (54 Transactions), CUSIP 999990484	1,750,212.45		-1,750,212.45		0.00
September 30, 2019 September 30, 2019	Sweep sales totaling -331.07 units of Regions Trust Cash Sweep for COCOA GEN MUTUAL FUND - Income (6 Transactions), CUSIP 999990484		331.07	-331.07		0.00
September 30, 2019 September 30, 2019	Sweep sales totaling -2,731.29 units of Regions Trust Cash Sweep for COCOA GENERAL R&D - Income (10 Transactions), CUSIP 999990484		2,731.29	-2,731.29		0.00
September 30, 2019 September 30, 2019	Sweep sales totaling -42,257.99 units of Regions Trust Cash Sweep for COCOA GENERAL AGINCOURT - Income (128 Transactions), CUSIP 999990484		42,257.99	-42,257.99		0.00
Total Cash Equivalents		**$5,141,980.51**	**$45,320.35**	**-$5,187,300.86**	**$0.00**	**$0.00**
Total Cash and Equivalents		**$5,141,980.51**	**$45,320.35**	**-$5,187,300.86**	**$0.00**	**$0.00**
Total Cash Sweep Activity		**$5,141,980.51**	**$45,320.35**	**-$5,187,300.86**	**$0.00**	**$0.00**
Total M68593 COCOA GEN MAST-Stmt Group		**$7,676,783.09**	**$45,320.35**	**-$7,568,209.81**	**$5,601.88**	**$153,893.63**

Portfolio Holdings on September 30, 2019

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Cash and Equivalents							
Cash Equivalents							
Regions Trust Cash Sweep CUSIP:999990484	205,927.90	1.00	205,927.90	145.73	205,927.90 0.00	3,480.18 1.69%	2.22%
Total Cash Equivalents			$205,927.90	$145.73	$205,927.90 $0.00	$3,480.18 1.69%	**2.22%**
Accrued Income							
Ending Accrual	0.00	1.00	8,545.21	0.00	8,545.21 0.00	0.00	0.09%
Total Accrued Income			$8,545.21	$0.00	$8,545.21 $0.00	$0.00	**0.09%**
Total Cash and Equivalents			$214,473.11	$145.73	$214,473.11 $0.00	$3,480.18 1.62%	**2.31%**
Equity							
Domestic Large Cap							
BrandywineGLOBAL - Dynamic US Large Cap Value Fund CUSIP:52471E647	171,857.396	11.77	2,022,761.55	0.00	1,695,057.69 327,703.86	34,715.20 1.72%	21.83%
Vanguard 500 Index Fund CUSIP:922908710	3,658.008	274.69	1,004,818.22	0.00	829,203.33 175,614.89	19,859.33 1.98%	10.84%
Total Domestic Large Cap			$3,027,579.77	$0.00	$2,524,261.02 $503,318.75	$54,574.53 1.80%	**32.67%**
Domestic Small-Mid Cap							
Wells Fargo Special Small Cap Value Fund CUSIP:94988A668	19,860.637	34.00	675,261.66	0.00	587,898.36 87,363.30	6,017.77 0.89%	7.29%
Total Domestic Small-Mid Cap			$675,261.66	$0.00	$587,898.36 $87,363.30	$6,017.77 0.89%	**7.29%**

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Equity (continued)							
International Equity							
American Funds EuroPacific Growth Fund CUSIP:298706821	35,866.267	51.98	1,864,328.56	0.00	1,717,058.74 147,269.82	29,769.00 1.60%	20.12%
Total International Equity			$1,864,328.56	$0.00	$1,717,058.74 $147,269.82	$29,769.00 1.60%	**20.12%**
Total Equity			$5,567,169.99	$0.00	$4,829,218.12 $737,951.87	$90,361.30 1.62%	**60.08%**
Fixed Income							
US Government							
United States Treasury Note/Bond 1.375% 31 Jan 2020 CUSIP:912828UL2	50,000.00	99.8125	49,906.25	116.78	49,888.84 17.41	687.50 1.38%	0.54%
United States Treasury Note/Bond 2.25% 15 Nov 2027 CUSIP:9128283F5	135,000.00	104.5859	141,191.02	1,147.31	137,984.92 3,206.10	3,037.50 2.15%	1.52%
Total US Government			$191,097.27	$1,264.09	$187,873.76 $3,223.51	$3,725.00 1.95%	**2.06%**
Agency MBS							
Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 CUSIP:31371MXX0	1,301.30	114.236	1,486.55	7.05	1,338.50 148.05	84.58 5.69%	0.02%
Fannie Mae Pool FN 725238 5% 01 Mar 2034 CUSIP:31402CV74	3,769.02	110.3856	4,160.46	15.70	4,061.73 98.73	188.45 4.53%	0.04%
Fannie Mae Pool FN 745275 5% 01 Feb 2036 CUSIP:31403C6L0	5,919.18	110.4302	6,536.56	24.66	5,953.52 583.04	295.96 4.53%	0.07%
Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 CUSIP:31403DDX4	5,359.43	113.0778	6,060.32	24.56	5,821.73 238.59	294.77 4.86%	0.07%

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Fixed Income (continued)							
Agency MBS (continued)							
Fannie Mae Pool FN 893917 Flt 01 Oct 2036 CUSIP:31410QDW8	13,287.80	104.981	13,949.67	50.46	13,557.70 391.97	605.53 4.34%	0.15%
Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 CUSIP:31413UZ44	643.79	111.41	717.25	3.49	661.88 55.37	41.85 5.83%	0.01%
Fannie Mae Pool FN AB2172 4% 01 Feb 2041 CUSIP:31416XMW7	55,466.19	107.351	59,543.51	184.89	55,448.83 4,094.68	2,218.65 3.73%	0.64%
Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 CUSIP:3138A35V5	7,665.40	103.389	7,925.18	22.36	7,666.58 258.60	268.29 3.39%	0.09%
Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 CUSIP:3138A4Y58	6,563.68	103.383	6,785.73	19.14	6,877.51 -91.78	229.73 3.39%	0.07%
Fannie Mae Pool FN AS7343 3% 01 Jun 2046 CUSIP:3138WHER9	25,699.08	102.422	26,321.51	64.25	26,456.85 -135.34	770.97 2.93%	0.28%
Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 CUSIP:3138WJQ35	18,216.35	103.595	18,871.23	53.13	18,819.77 51.46	637.57 3.38%	0.20%
Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 CUSIP:3140E45K9	16,312.80	104.118	16,984.56	47.58	17,143.72 -159.16	570.95 3.36%	0.18%
Fannie Mae Pool FN BM5024 3% 01 Nov 2048 CUSIP:3140J9SN2	23,393.50	102.0286	23,868.05	58.48	23,201.59 666.46	701.80 2.94%	0.26%
Fannie Mae Pool FN MA2956 3% 01 Apr 2047 CUSIP:31418CJA3	20,698.76	102.408	21,197.19	51.75	19,615.31 1,581.88	620.96 2.93%	0.23%

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Fixed Income (continued)							
Agency MBS (continued)							
Fannie Mae Pool FN MA3088 4% 01 Aug 2047 CUSIP:31418CNE0	22,844.26	105.0012	23,986.74	76.15	23,967.74 19.00	913.77 3.81%	0.26%
Fannie Mae Pool FN MA3121 4% 01 Sep 2047 CUSIP:31418CPF5	19,293.53	104.727	20,205.54	64.31	20,228.04 -22.50	771.74 3.82%	0.22%
Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 CUSIP:31418CR89	29,611.09	103.6328	30,686.81	86.37	29,493.45 1,193.36	1,036.39 3.38%	0.33%
Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 CUSIP:31292L5D3	46,716.62	103.105	48,167.17	116.79	48,358.76 -191.59	1,401.50 2.91%	0.52%
Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 CUSIP:31292SAX8	21,075.73	103.1013	21,729.35	52.69	21,948.22 -218.87	632.27 2.91%	0.23%
Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 CUSIP:31283H6T7	4,676.72	113.769	5,320.66	25.33	4,809.70 510.96	303.99 5.71%	0.06%
Freddie Mac Gold Pool FG G08525 3% 01 May 2043 CUSIP:3128MJSP6	47,784.55	103.101	49,266.35	119.46	47,492.55 1,773.80	1,433.54 2.91%	0.53%
Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 CUSIP:36179M2Q2	42,568.45	106.1993	45,207.37	124.16	43,992.79 1,214.58	1,489.90 3.30%	0.49%
Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 CUSIP:36179NDR6	19,011.80	106.20	20,190.53	55.45	19,156.55 1,033.98	665.41 3.30%	0.22%

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Fixed Income (continued)							
Agency MBS (continued)							
Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 CUSIP:36179SB71	18,572.35	102.926	19,115.78	46.43	18,331.48 784.30	557.17 2.91%	0.21%
Total Agency MBS			$498,284.07	$1,394.64	$484,404.50 $13,879.57	$16,735.74 3.36%	**5.38%**
CMBS							
Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 CUSIP:17320DAG3	10,000.00	103.0412	10,304.12	25.78	10,203.91 100.21	309.30 3.00%	0.11%
COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 CUSIP:12591KAE5	10,000.00	106.5724	10,657.24	33.72	10,825.00 -167.76	404.60 3.80%	0.12%
COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 CUSIP:12625KAE5	15,000.00	104.6797	15,701.95	45.15	15,930.47 -228.52	541.80 3.45%	0.17%
WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 CUSIP:92936YAC5	20,000.00	102.0189	20,403.79	50.02	20,131.26 272.53	600.20 2.94%	0.22%
WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 CUSIP:92939FAT6	10,000.00	104.7366	10,473.66	28.42	10,010.55 463.11	341.00 3.26%	0.11%
Total CMBS			$67,540.76	$183.09	$67,101.19 $439.57	$2,196.90 3.25%	**0.73%**

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Fixed Income (continued)							
US Credit							
Abbott Laboratories 2.9% 30 Nov 2021 CUSIP:002824BD1	10,000.00	101.79	10,179.00	97.47	9,866.10 312.90	290.00 2.85%	0.11%
AbbVie Inc 2.9% 06 Nov 2022 CUSIP:00287YAL3	5,000.00	101.87	5,093.50	58.40	5,057.50 36.00	145.00 2.85%	0.05%
American Express Co 2.5% 01 Aug 2022 CUSIP:025816BM0	5,000.00	101.0039	5,050.19	20.83	4,996.05 54.14	125.00 2.48%	0.05%
American Express Credit Corp 2.7% 03 Mar 2022 CUSIP:0258M0EG0	5,000.00	101.7424	5,087.12	10.50	4,987.35 99.77	135.00 2.65%	0.05%
Ameriprise Financial Inc 3.7% 15 Oct 2024 CUSIP:03076CAG1	5,000.00	106.918	5,345.90	85.31	5,217.55 128.35	185.00 3.46%	0.06%
Amgen Inc 3.125% 01 May 2025 CUSIP:031162BY5	5,000.00	103.954	5,197.70	65.10	4,890.55 307.15	156.25 3.01%	0.06%
Analog Devices Inc 3.9% 15 Dec 2025 CUSIP:032654AJ4	5,000.00	107.543	5,377.15	57.42	5,045.05 332.10	195.00 3.63%	0.06%
Anheuser-Busch InBev Finance Inc 3.65% 01 Feb 2026 CUSIP:035242AP1	5,000.00	106.9717	5,348.59	30.42	5,143.20 205.39	182.50 3.41%	0.06%
Anthem Inc 3.125% 15 May 2022 CUSIP:94973VAX5	5,000.00	102.2926	5,114.63	59.03	5,029.60 85.03	156.25 3.05%	0.06%
AT&T Inc 4.45% 01 Apr 2024 CUSIP:00206RDC3	15,000.00	108.1681	16,225.22	333.75	15,982.35 242.87	667.50 4.11%	0.18%
Bank of America Corp 3.3% 11 Jan 2023 CUSIP:06051GEU9	15,000.00	103.40	15,510.00	110.00	15,185.75 324.25	495.00 3.19%	0.17%
Berkshire Hathaway Energy Co 3.75% 15 Nov 2023 CUSIP:59562VAY3	5,000.00	106.178	5,308.90	70.83	5,331.85 -22.95	187.50 3.53%	0.06%

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Fixed Income (continued)							
US Credit (continued)							
BP Capital Markets PLC 3.216% 28 Nov 2023 CUSIP:05565QDG0	10,000.00	103.6001	10,360.01	109.88	10,037.15 322.86	321.60 3.10%	0.11%
Bristol-Myers Squibb Co 6.8% 15 Nov 2026 CUSIP:110122AB4	5,000.00	127.3264	6,366.32	128.44	6,269.05 97.27	340.00 5.34%	0.07%
Canadian Natural Resources Ltd 2.95% 15 Jan 2023 CUSIP:136385AW1	5,000.00	101.77	5,088.50	31.14	5,035.70 52.80	147.50 2.90%	0.05%
Canadian Natural Resources Ltd 3.45% 15 Nov 2021 CUSIP:136385AR2	5,000.00	102.15	5,107.50	65.17	5,100.10 7.40	172.50 3.38%	0.06%
Canadian Pacific Railway Co 4.45% 15 Mar 2023 CUSIP:13645RAK0	5,000.00	107.1507	5,357.54	9.89	5,415.90 -58.36	222.50 4.15%	0.06%
Capital One Financial Corp 3.3% 30 Oct 2024 CUSIP:14040HBT1	5,000.00	103.5011	5,175.05	69.21	4,995.00 180.05	165.00 3.19%	0.06%
Capital One Financial Corp 4.75% 15 Jul 2021 CUSIP:14040HAY1	5,000.00	104.43	5,221.50	50.14	5,387.10 -165.60	237.50 4.55%	0.06%
Chubb INA Holdings Inc 2.3% 03 Nov 2020 CUSIP:00440EAT4	10,000.00	100.323	10,032.30	94.56	9,955.90 76.40	230.00 2.29%	0.11%
Citigroup Inc 2.75% 25 Apr 2022 CUSIP:172967LG4	5,000.00	101.40	5,070.00	59.58	4,814.75 255.25	137.50 2.71%	0.05%
Citigroup Inc 3.2% 21 Oct 2026 CUSIP:172967KY6	5,000.00	103.30	5,165.00	71.11	5,148.95 16.05	160.00 3.10%	0.06%
Comcast Corp 3.95% 15 Oct 2025 CUSIP:20030NCS8	5,000.00	108.846	5,442.30	91.07	5,271.00 171.30	197.50 3.63%	0.06%

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Fixed Income (continued)							
US Credit (continued)							
ConocoPhillips Co 4.95% 15 Mar 2026 CUSIP:20826FAQ9	5,000.00	115.287	5,764.35	11.00	5,364.75 399.60	247.50 4.29%	0.06%
CSX Corp 4.25% 01 Jun 2021 CUSIP:126408GV9	5,000.00	102.8341	5,141.70	70.83	5,171.30 -29.60	212.50 4.13%	0.06%
CVS Health Corp 3.7% 09 Mar 2023 CUSIP:126650CV0	15,000.00	104.17	15,625.50	33.92	14,991.40 634.10	555.00 3.55%	0.17%
Digital Realty Trust LP 2.75% 01 Feb 2023 CUSIP:25389JAS5	5,000.00	101.0082	5,050.41	22.92	4,930.25 120.16	137.50 2.72%	0.05%
Dominion Energy Gas Holdings LLC 3.6% 15 Dec 2024 CUSIP:257375AH8	10,000.00	105.7585	10,575.85	106.00	10,645.20 -69.35	360.00 3.40%	0.11%
Duke Energy Corp 3.15% 15 Aug 2027 CUSIP:26441CAX3	10,000.00	103.90	10,390.00	40.25	10,397.60 -7.60	315.00 3.03%	0.11%
Eaton Corp 2.75% 02 Nov 2022 CUSIP:278062AC8	5,000.00	101.81	5,090.50	56.91	5,001.05 89.45	137.50 2.70%	0.05%
Enterprise Products Operating LLC 3.75% 15 Feb 2025 CUSIP:29379VBE2	5,000.00	106.5459	5,327.30	23.96	4,883.20 444.10	187.50 3.52%	0.06%
Enterprise Products Operating LLC 5.25% 31 Jan 2020 CUSIP:29379VAF0	5,000.00	100.9156	5,045.78	44.48	5,575.15 -529.37	262.50 5.20%	0.05%
Equinor ASA 7.75% 15 Jun 2023 CUSIP:656531AC4	5,000.00	119.9133	5,995.67	114.10	6,513.10 -517.43	387.50 6.46%	0.06%
FedEx Corp 3.2% 01 Feb 2025 CUSIP:31428XBC9	5,000.00	102.77	5,138.50	26.67	5,026.40 112.10	160.00 3.11%	0.06%
Fiserv Inc 2.7% 01 Jun 2020 CUSIP:337738AN8	10,000.00	100.2665	10,026.65	90.00	9,942.10 84.55	270.00 2.69%	0.11%
Fiserv Inc 3.85% 01 Jun 2025 CUSIP:337738AP3	5,000.00	106.9006	5,345.03	64.17	4,992.95 352.08	192.50 3.60%	0.06%

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Fixed Income (continued)							
US Credit (continued)							
General Motors Financial Co Inc 4.2% 01 Mar 2021 CUSIP:37045XBF2	10,000.00	102.1534	10,215.34	35.00	10,147.10 68.24	420.00 4.11%	0.11%
Gilead Sciences Inc 3.5% 01 Feb 2025 CUSIP:375558AZ6	5,000.00	105.577	5,278.85	29.17	5,080.10 198.75	175.00 3.32%	0.06%
GlaxoSmithKline Capital Inc 3.375% 15 May 2023 CUSIP:377372AL1	5,000.00	104.48	5,224.00	63.75	4,963.65 260.35	168.75 3.23%	0.06%
Goldman Sachs Group Inc/The 5.25% 27 Jul 2021 CUSIP:38141GGQ1	10,000.00	105.33	10,533.00	93.33	11,317.70 -784.70	525.00 4.98%	0.11%
Healthcare Trust of America Holdings LP 3.5% 01 Aug 2026 CUSIP:42225UAD6	5,000.00	103.0702	5,153.51	29.17	5,171.70 -18.19	175.00 3.40%	0.06%
Iberdrola International BV 5.81% 15 Mar 2025 CUSIP:81013TAC5	10,000.00	115.472	11,547.20	25.82	11,635.90 -88.70	581.00 5.03%	0.12%
International Paper Co 4.75% 15 Feb 2022 CUSIP:460146CG6	5,000.00	105.4609	5,273.05	30.35	5,576.30 -303.25	237.50 4.50%	0.06%
Interpublic Group of Cos Inc/The 4% 15 Mar 2022 CUSIP:460690BH2	5,000.00	103.3278	5,166.39	8.89	5,195.85 -29.46	200.00 3.87%	0.06%
JPMorgan Chase & Co 4.35% 15 Aug 2021 CUSIP:46625HJC5	15,000.00	104.06	15,609.00	83.37	16,138.20 -529.20	652.50 4.18%	0.17%
JPMorgan Chase & Co 4.5% 24 Jan 2022 CUSIP:46625HJD3	10,000.00	105.42	10,542.00	83.75	10,490.40 51.60	450.00 4.27%	0.11%

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Fixed Income (continued)							
US Credit (continued)							
Lincoln National Corp 3.625% 12 Dec 2026 CUSIP:534187BF5	5,000.00	105.1746	5,258.73	9.57	4,998.55 260.18	181.25 3.45%	0.06%
Lockheed Martin Corp 2.9% 01 Mar 2025 CUSIP:539830BE8	5,000.00	103.87	5,193.50	12.08	5,001.50 192.00	145.00 2.79%	0.06%
LYB International Finance BV 4% 15 Jul 2023 CUSIP:50247VAA7	10,000.00	105.7384	10,573.84	84.44	9,993.65 580.19	400.00 3.78%	0.11%
Martin Marietta Materials Inc 4.25% 02 Jul 2024 CUSIP:573284AN6	10,000.00	106.9941	10,699.41	105.07	10,149.20 550.21	425.00 3.97%	0.12%
Microsoft Corp 2.875% 06 Feb 2024 CUSIP:594918BX1	5,000.00	104.1723	5,208.62	21.96	4,850.65 357.97	143.75 2.76%	0.06%
Morgan Stanley 2.625% 17 Nov 2021 CUSIP:61746BED4	10,000.00	100.94	10,094.00	97.71	9,687.10 406.90	262.50 2.60%	0.11%
Morgan Stanley 3.125% 23 Jan 2023 CUSIP:61744YAN8	5,000.00	102.57	5,128.50	29.51	4,888.40 240.10	156.25 3.05%	0.06%
National Rural Utilities Cooperative Finance Corp 2.95% 07 Feb 2024 CUSIP:637432NL5	10,000.00	103.4301	10,343.01	44.25	10,150.00 193.01	295.00 2.85%	0.11%
Norfolk Southern Corp 3.25% 01 Dec 2021 CUSIP:655844BG2	10,000.00	102.0823	10,208.23	108.33	9,985.85 222.38	325.00 3.18%	0.11%
Nucor Corp 4% 01 Aug 2023 CUSIP:670346AM7	10,000.00	106.22	10,622.00	66.67	10,404.60 217.40	400.00 3.77%	0.11%
NVIDIA Corp 3.2% 16 Sep 2026 CUSIP:67066GAE4	5,000.00	105.138	5,256.90	6.67	4,791.20 465.70	160.00 3.04%	0.06%
Oracle Corp 2.4% 15 Sep 2023 CUSIP:68389XBL8	5,000.00	101.2352	5,061.76	5.33	4,765.10 296.66	120.00 2.37%	0.05%

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Fixed Income (continued)							
US Credit (continued)							
Philip Morris International Inc 3.25% 10 Nov 2024 CUSIP:718172BM0	5,000.00	104.69	5,234.50	63.65	4,893.60 340.90	162.50 3.10%	0.06%
Province of Quebec Canada 7.125% 09 Feb 2024 CUSIP:748148PD9	5,000.00	121.7002	6,085.01	51.46	6,502.05 -417.04	356.25 5.85%	0.07%
Prudential Financial Inc 3.878% 27 Mar 2028 CUSIP:74432QCC7	5,000.00	109.839	5,491.95	2.15	4,945.30 546.65	193.90 3.53%	0.06%
RELX Capital Inc 3.125% 15 Oct 2022 CUSIP:758202AK1	10,000.00	102.0389	10,203.89	144.10	9,723.95 479.94	312.50 3.06%	0.11%
Rockwell Collins Inc 3.2% 15 Mar 2024 CUSIP:774341AJ0	10,000.00	103.96	10,396.00	14.22	10,005.50 390.50	320.00 3.08%	0.11%
Roper Technologies Inc 3.125% 15 Nov 2022 CUSIP:776696AE6	5,000.00	102.6679	5,133.40	59.03	5,057.80 75.60	156.25 3.04%	0.06%
Ryder System Inc 2.25% 01 Sep 2021 CUSIP:78355HKC2	5,000.00	99.9846	4,999.23	9.38	4,816.65 182.58	112.50 2.25%	0.05%
Ryder System Inc 2.8% 01 Mar 2022 CUSIP:78355HKD0	10,000.00	101.2678	10,126.78	23.33	9,861.80 264.98	280.00 2.76%	0.11%
Sherwin-Williams Co/The 2.75% 01 Jun 2022 CUSIP:824348AU0	3,000.00	101.3502	3,040.51	27.50	2,910.00 130.51	82.50 2.71%	0.03%
Southern California Gas Co 3.15% 15 Sep 2024 CUSIP:842434CM2	5,000.00	104.262	5,213.10	7.00	4,945.35 267.75	157.50 3.02%	0.06%
Southern Co Gas Capital Corp 2.45% 01 Oct 2023 CUSIP:8426EPAA6	5,000.00	100.3325	5,016.63	61.25	4,708.05 308.58	122.50 2.44%	0.05%

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Fixed Income (continued)							
US Credit (continued)							
Southwest Airlines Co 2007-1 Pass Through Trust 6.15% 01 Aug 2022 CUSIP:84474YAA4	4,018.80	105.6934	4,247.61	41.19	4,470.91 -223.30	247.16 5.82%	0.05%
Sunoco Logistics Partners Operations LP 3.45% 15 Jan 2023 CUSIP:86765BAL3	5,000.00	102.1757	5,108.78	36.42	4,915.55 193.23	172.50 3.38%	0.06%
SunTrust Banks Inc 2.7% 27 Jan 2022 CUSIP:867914BM4	5,000.00	101.1167	5,055.83	24.00	4,875.45 180.38	135.00 2.67%	0.05%
TCI Communications Inc 7.875% 15 Feb 2026 CUSIP:872287AF4	5,000.00	130.7237	6,536.19	50.31	6,095.45 440.74	393.75 6.02%	0.07%
TC PipeLines LP 4.65% 15 Jun 2021 CUSIP:87233QAA6	10,000.00	103.0165	10,301.65	136.92	10,749.15 -447.50	465.00 4.51%	0.11%
Telefonica Emisiones SA 5.134% 27 Apr 2020 CUSIP:87938WAM5	20,000.00	101.5999	20,319.97	439.24	21,217.35 -897.38	1,026.80 5.05%	0.15%
Thermo Fisher Scientific Inc 4.15% 01 Feb 2024 CUSIP:883556BF8	5,000.00	107.42	5,371.00	34.58	5,186.60 184.40	207.50 3.86%	0.06%
Toyota Motor Credit Corp 2.9% 17 Apr 2024 CUSIP:89236TDW2	5,000.00	103.5939	5,179.70	66.06	4,919.35 260.35	145.00 2.80%	0.06%
TransCanada PipeLines Ltd 4.25% 15 May 2028 CUSIP:89352HAW9	5,000.00	110.5444	5,527.22	80.28	4,995.85 531.37	212.50 3.84%	0.06%
UnitedHealth Group Inc 3.75% 15 Jul 2025 CUSIP:91324PCP5	5,000.00	107.5227	5,376.13	39.58	5,326.75 49.38	187.50 3.49%	0.06%
Valero Energy Corp 3.65% 15 Mar 2025 CUSIP:91913YAS9	5,000.00	105.41	5,270.50	8.11	4,990.05 280.45	182.50 3.46%	0.06%

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Fixed Income (continued)							
US Credit (continued)							
Ventas Realty LP 3.5% 01 Feb 2025 CUSIP:92277GAE7	5,000.00	104.7117	5,235.59	29.17	4,796.15 439.44	175.00 3.34%	0.06%
Verizon Communications Inc 3.5% 01 Nov 2024 CUSIP:92343VCR3	10,000.00	105.72	10,572.00	145.83	10,226.50 345.50	350.00 3.31%	0.11%
Virginia Electric & Power Co 3.45% 01 Sep 2022 CUSIP:927804FJ8	5,000.00	103.3446	5,167.23	14.38	4,976.50 190.73	172.50 3.34%	0.06%
Vodafone Group PLC 4.125% 30 May 2025 CUSIP:92857WBJ8	5,000.00	107.9746	5,398.73	69.32	4,985.25 413.48	206.25 3.82%	0.06%
Waste Management Inc 3.125% 01 Mar 2025 CUSIP:94106LBA6	5,000.00	104.74	5,237.00	13.02	5,000.40 236.60	156.25 2.98%	0.06%
Waste Management Inc 4.75% 30 Jun 2020 CUSIP:94106LAW9	5,000.00	101.9495	5,097.47	60.03	5,609.40 -511.93	237.50 4.66%	0.06%
Wells Fargo & Co 3% 19 Feb 2025 CUSIP:94974BGH7	5,000.00	102.84	5,142.00	17.50	4,829.35 312.65	150.00 2.92%	0.06%
Wells Fargo & Co 4.6% 01 Apr 2021 CUSIP:94974BEV8	10,000.00	103.6451	10,364.51	230.00	10,722.80 -358.29	460.00 4.44%	0.11%
Total US Credit			$631,382.11	$5,557.66	$620,239.51 $11,142.60	$22,814.21 3.61%	**6.81%**

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Portfolio Holdings on September 30, 2019 (continued)

	Number of shares	Share price	Market Value	Accrued Income	Cost Basis / Unrealized G/L	Est. Ann. Inc. /Yield at Market	% of Account
Fixed Income (continued)							
Unmapped Instr Type							
Templeton Global Bond Fund/United States CUSIP:880208400	62,530.201	10.70	669,073.15	0.00	765,238.78 -96,165.63	54,213.69 8.10%	7.22%
Total Unmapped Instr Type			$669,073.15	$0.00	$765,238.78 -$96,165.63	$54,213.69 8.10%	**7.22%**
Total Fixed Income			$2,057,377.36	$8,399.48	$2,124,857.74 -$67,480.38	$99,685.54 4.85%	**22.20%**
Balanced - Multi-Asset							
Domestic Funds							
BlackRock Multi-Asset Income Fund CUSIP:09256H336	69,776.917	10.85	757,079.55	0.00	740,023.39 17,056.16	39,075.07 5.16%	8.17%
Total Domestic Funds			$757,079.55	$0.00	$740,023.39 $17,056.16	$39,075.07 5.16%	**8.17%**
Total Balanced - Multi-Asset			$757,079.55	$0.00	$740,023.39 $17,056.16	$39,075.07 5.16%	**8.17%**
Alternative Investments							
Diversified Strategies (Liquid Alts)							
PIMCO All Asset Fund CUSIP:722005626	58,048.082	11.55	670,455.35	0.00	689,158.21 -18,702.86	32,564.98 4.86%	7.24%
Total Diversified Strategies (Liquid Alts)			$670,455.35	$0.00	$689,158.21 -$18,702.86	$32,564.98 4.86%	**7.24%**
Total Alternative Investments			$670,455.35	$0.00	$689,158.21 -$18,702.86	$32,564.98 4.86%	**7.24%**
Total for your portfollio			$9,266,555.36	$8,545.21	$8,597,730.57 $668,824.79	$265,167.07 2.86%	**100.00%**

Contributions and Receipts

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts			
Employee Pre-Tax Contributions			
September 28, 2018 September 28, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	81.18	
October 5, 2018 October 5, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	56.48	
October 12, 2018 October 12, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	88.33	
October 19, 2018 October 19, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.73	
October 26, 2018 October 26, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	76.87	
November 2, 2018 November 2, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
November 9, 2018 November 9, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	89.58	
November 16, 2018 November 16, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	100.84	
November 21, 2018 November 21, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	72.07	
November 30, 2018 November 30, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	55.60	
December 7, 2018 December 7, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	77.70	
December 14, 2018 December 14, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
December 21, 2018 December 21, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
December 28, 2018 December 28, 2018	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
January 7, 2019 January 7, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Employee Pre-Tax Contributions (continued)			
January 11, 2019 January 11, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	65.40	
January 18, 2019 January 18, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	89.38	
January 25, 2019 January 25, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
February 1, 2019 February 1, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	55.60	
February 8, 2019 February 8, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	85.00	
February 15, 2019 February 15, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
February 22, 2019 February 22, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.73	
March 1, 2019 March 1, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	79.37	
March 8, 2019 March 8, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
March 15, 2019 March 15, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	73.74	
March 22, 2019 March 22, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD		76.87
March 29, 2019 March 29, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
April 12, 2019 April 12, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	83.75	
April 19, 2019 April 19, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.31	
April 26, 2019 April 26, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
May 3, 2019 May 3, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	79.37	

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Employee Pre-Tax Contributions (continued)			
May 10, 2019 May 10, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
May 17, 2019 May 17, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
May 31, 2019 May 31, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	55.60	
June 7, 2019 June 7, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
June 14, 2019 June 14, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	89.38	
June 21, 2019 June 21, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
June 28, 2019 June 28, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	89.38	
July 8, 2019 July 8, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	89.38	
July 12, 2019 July 12, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
July 19, 2019 July 19, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.52	
July 26, 2019 July 26, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	89.38	
August 2, 2019 August 2, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	64.77	
August 9, 2019 August 9, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
August 16, 2019 August 16, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	101.89	
August 23, 2019 August 23, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
August 30, 2019 August 30, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	80.62	

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Contributions and Receipts (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Employee Pre-Tax Contributions (continued)			
September 6, 2019 September 6, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	76.87	
September 13, 2019 September 13, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	58.10	
September 24, 2019 September 24, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	70.61	
September 27, 2019 September 27, 2019	Cash Receipt - Employee Contribution via Wire, Spot Currency USD	83.12	
Total Employee Pre-Tax Contributions		**$3,481.35**	**$76.87**
Employer Contribution			
September 28, 2018 September 28, 2018	Cash Receipt - Employer Contribution via Wire, Spot Currency USD	140,500.00	
November 9, 2018 November 9, 2018	Cash Receipt - Employer Contribution via Wire, Spot Currency USD	540,614.00	
Total Employer Contribution		**$681,114.00**	**$0.00**
Other Receipts			
October 25, 2018 October 25, 2018	Cash Receipt via Wire, AMERICAN CORE REALTY FUND 3RD QTR , Spot Currency USD	24,777.50	
January 25, 2019 January 25, 2019	Cash Receipt via Wire, American Core Reality Fund 4thQtr , Spot Currency USD	24,964.41	
April 9, 2019 April 9, 2019	Cash Receipt via Wire, Spot Currency USD	58.10	
April 15, 2019 April 15, 2019	Cash Receipt - Class Action Settlement via Check, PFIZER INC SECURITIES LITIGATION SETTLEMENT DTD 4-2-19 CK 810393353 , Spot Currency USD	137.20	
April 25, 2019 April 25, 2019	Cash Receipt via Wire, CITY NATIONAL BANK-AMERICAN CORE REALTY FUND ACCOUNT , Spot Currency USD	25,081.32	
April 29, 2019 April 29, 2019	Cash Receipt - Class Action Settlement via Check, PFIZER SECURITES LITIGATION SETTLEMENT CK 810404730 DTD 4-29-19 , Spot Currency USD	16.00	
May 24, 2019 May 24, 2019	Cash Receipt via Wire, Spot Currency USD	95.63	
July 2, 2019 July 2, 2019	Cash Receipt via Wire, WINSLOW CASH REQUEST AND PORTFOLIO REBALANCE, Spot Currency USD	550,000.00	

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Other Receipts (continued)			
July 25, 2019 July 25, 2019	Cash Receipt via Wire, AMERICAN CORE REALTY FUND SECOND QUARTER 2019 DISTRIBUTION, Spot Currency USD	25,156.34	
August 5, 2019 August 5, 2019	Cash Receipt - Class Action Settlement via Check, AMGEN SECURITIES CLASS ACTION LITIGATION CK 0810427999 DTD 7-26-19, Spot Currency USD	76.98	
August 20, 2019 August 20, 2019	Cash Receipt - Class Action Settlement via Check, AMGEN CLASS ACTION SETTLEMENT CK 0810431183 DTD 8-13-19, Spot Currency USD	22.42	
Total Other Receipts		**$650,385.90**	**$0.00**
Transfers			
October 1, 2018 October 3, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 227623498 , Spot Currency USD		61.33
October 2, 2018 October 2, 2018	Cash Transfer - Transfer from Another Account From 3250000473 COCOA GEN MUTUAL FUND Administrative (Capital), Spot Currency USD	227,869.19	
October 2, 2018 October 4, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 228208254 , Spot Currency USD	169.57	
October 2, 2018 October 4, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 228208255 , Spot Currency USD		2.58
October 4, 2018 October 9, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 230830657 , Spot Currency USD		145.00
October 4, 2018 October 9, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 230830295 , Spot Currency USD		342.00
October 4, 2018 October 9, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 230830712 , Spot Currency USD		23.49
October 4, 2018 October 9, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 230830422 , Spot Currency USD		123.25
October 5, 2018 October 10, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 232076237 , Spot Currency USD	2.74	
October 9, 2018 October 11, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 232529745 , Spot Currency USD		73.57
October 9, 2018 October 11, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 232567241 , Spot Currency USD	18.61	
October 23, 2018 October 25, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 235045453 , Spot Currency USD		119.79

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
October 26, 2018 October 30, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 235986322 , Spot Currency USD		49.05
October 26, 2018 November 13, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 236327603 , Spot Currency USD	10.78	
October 26, 2018 November 13, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 241408082 , Spot Currency USD	10.71	
October 26, 2018 November 13, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 244479114 , Spot Currency USD		10.78
October 26, 2018 November 13, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 244478247 , Spot Currency USD		10.71
October 26, 2018 November 13, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 244698698 , Spot Currency USD	10.71	
November 1, 2018 November 5, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 238606132 , Spot Currency USD	141.30	
November 6, 2018 November 8, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 241030645 , Spot Currency USD	5.84	
November 7, 2018 November 7, 2018	Cash Transfer - Addition to Account From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD	1,309.22	
November 14, 2018 November 16, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 242757264 , Spot Currency USD		22.49
November 14, 2018 November 16, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 242757160 , Spot Currency USD	99.53	
November 15, 2018 November 19, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 243411432 , Spot Currency USD	74.75	
November 15, 2018 November 19, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 243411509 , Spot Currency USD		48.89
November 16, 2018 November 19, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 243599724 , Spot Currency USD	62.70	
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 245065547 , Spot Currency USD	12.03	
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 245065532 , Spot Currency USD	52.22	

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 245323612 , Spot Currency USD	44.72	
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 245323584 , Spot Currency USD	18.66	
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 245323553 , Spot Currency USD	77.00	
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 245323786 , Spot Currency USD	86.18	
November 26, 2018 November 28, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 245323572 , Spot Currency USD		133.36
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 245318421 , Spot Currency USD	67.60	
November 27, 2018 November 29, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 245566454 , Spot Currency USD	19.10	
November 27, 2018 November 29, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 245737779 , Spot Currency USD	66.75	
November 27, 2018 November 29, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 245737712 , Spot Currency USD		100.68
November 27, 2018 November 29, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 245734964 , Spot Currency USD	27.50	
December 6, 2018 December 10, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 251138298 , Spot Currency USD	59.90	
December 6, 2018 December 10, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 251169851 , Spot Currency USD	38.50	
December 6, 2018 December 10, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 251170011 , Spot Currency USD		75.51
December 6, 2018 December 10, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 258963979 , Spot Currency USD	75.07	
December 11, 2018 December 13, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 252591777 , Spot Currency USD	35.00	
December 12, 2018 December 12, 2018	Cash Transfer - Transfer from Another Account From 3250000473 COCOA GEN MUTUAL FUND Administrative (Capital), Spot Currency USD	74,000.00	

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
December 12, 2018 December 14, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 253106985 , Spot Currency USD	18.72	
December 12, 2018 December 14, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 253109091 , Spot Currency USD		27.75
December 12, 2018 December 14, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 260869675 , Spot Currency USD	18.72	
December 12, 2018 December 14, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 266043560 , Spot Currency USD		18.72
December 13, 2018 December 13, 2018	Cash Transfer - Currency Transfer Receipt From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD		146,857.34
December 18, 2018 December 18, 2018	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		75.07
December 19, 2018 December 21, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 259460485 , Spot Currency USD	18.06	
December 19, 2018 December 19, 2018	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		18.06
December 20, 2018 December 24, 2018	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 259933365 , Spot Currency USD	19.75	
December 20, 2018 December 24, 2018	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 259933356 , Spot Currency USD		42.27
December 24, 2018 December 24, 2018	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		18.72
January 2, 2019 January 2, 2019	Cash Transfer - Currency Transfer Receipt From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD		2,100.00
January 2, 2019 January 4, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 269899477 , Spot Currency USD	520.92	
January 2, 2019 January 4, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 269899516 , Spot Currency USD		229.11
January 2, 2019 January 4, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 269899511 , Spot Currency USD		6.28
January 2, 2019 January 2, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		274.51

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
January 4, 2019 January 7, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 271040838 , Spot Currency USD	88.65	
January 4, 2019 January 7, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 271040839 , Spot Currency USD		26.71
January 4, 2019 January 7, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 271040853 , Spot Currency USD	267.27	
January 4, 2019 January 4, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		329.21
January 17, 2019 January 22, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 274646139 , Spot Currency USD	131.25	
January 17, 2019 January 22, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 274987916 , Spot Currency USD	131.25	
January 17, 2019 January 22, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 275020999 , Spot Currency USD		111.97
January 17, 2019 January 22, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 275393223 , Spot Currency USD		131.25
January 18, 2019 January 18, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		131.25
January 22, 2019 January 22, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		131.25
January 22, 2019 January 24, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 275057411 , Spot Currency USD	40.11	
January 22, 2019 January 24, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 275049417 , Spot Currency USD		41.32
January 22, 2019 January 24, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 275460036 , Spot Currency USD	40.11	
January 22, 2019 January 24, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 275915506 , Spot Currency USD		40.11
January 28, 2019 January 30, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 276999605 , Spot Currency USD	14.06	
January 29, 2019 January 29, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		25.01

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
February 1, 2019 February 1, 2019	Cash Transfer - Currency Transfer Receipt From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD		2,100.00
February 1, 2019 February 1, 2019	Cash Transfer - Transfer from Another Account From 3250000464 COCOA GENERAL R&D Administrative (Capital), TO COVER MF ACCOUNT OVERDRAFT , Spot Currency USD	1,118.35	
February 1, 2019 February 5, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 280691323 , Spot Currency USD	53.19	
February 1, 2019 February 5, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 280699273 , Spot Currency USD	43.50	
February 5, 2019 February 7, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 281826404 , Spot Currency USD		26.88
February 5, 2019 February 7, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 281825780 , Spot Currency USD		35.00
February 11, 2019 February 13, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 282920229 , Spot Currency USD		15.94
February 12, 2019 February 14, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 283307363 , Spot Currency USD	167.83	
February 12, 2019 February 14, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 283327996 , Spot Currency USD	79.65	
February 12, 2019 February 14, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 283327958 , Spot Currency USD		27.88
March 1, 2019 March 1, 2019	Cash Transfer - Currency Transfer Receipt From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD		2,100.00
March 1, 2019 March 5, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 289595443 , Spot Currency USD	11.19	
March 12, 2019 March 14, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 292462195 , Spot Currency USD	24.78	
March 12, 2019 March 14, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 292462342 , Spot Currency USD		62.08
March 15, 2019 March 19, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 293616316 , Spot Currency USD	9.94	
March 18, 2019 March 18, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		9.94

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
April 1, 2019 April 1, 2019	Cash Transfer - Currency Transfer Receipt From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD		2,100.00
April 1, 2019 April 3, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 310816246 , Spot Currency USD	43.82	
April 15, 2019 April 17, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 318273675 , Spot Currency USD	18.96	
April 16, 2019 April 16, 2019	Cash Transfer - Transfer from Another Account From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD	1,203.02	
April 16, 2019 April 18, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 318777513 , Spot Currency USD	74.86	
April 16, 2019 April 18, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 318850675 , Spot Currency USD		17.47
April 17, 2019 April 17, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		46.44
April 25, 2019 April 29, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 320766664 , Spot Currency USD		94.42
April 25, 2019 April 29, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 320765799 , Spot Currency USD	259.58	
April 26, 2019 April 26, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		165.16
April 29, 2019 May 1, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 321091385 , Spot Currency USD	0.46	
April 29, 2019 May 1, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 321091398 , Spot Currency USD		0.48
May 1, 2019 May 1, 2019	Cash Transfer - Currency Transfer Receipt From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD		2,100.00
May 8, 2019 May 9, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 326709197 , Spot Currency USD		51.59
May 8, 2019 May 9, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 326994089 , Spot Currency USD	16.17	
May 9, 2019 May 9, 2019	Cash Transfer - Transfer from Another Account From 3250000473 COCOA GEN MUTUAL FUND Administrative (Capital), Spot Currency USD	117,000.00	

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
May 9, 2019 May 9, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		16.17
May 13, 2019 May 13, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		71.45
May 28, 2019 May 30, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 330863452 , Spot Currency USD	24.69	
May 29, 2019 May 31, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 331023802 , Spot Currency USD	22.15	
May 29, 2019 May 29, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		22.15
May 31, 2019 June 4, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 331740699 , Spot Currency USD		11.57
June 3, 2019 June 3, 2019	Cash Transfer - Currency Transfer Receipt From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD		2,100.00
June 3, 2019 June 5, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 335050425 , Spot Currency USD	25.68	
June 3, 2019 June 5, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 335050446 , Spot Currency USD		39.54
June 4, 2019 June 6, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 335607547 , Spot Currency USD	154.69	
June 4, 2019 June 6, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 335607567 , Spot Currency USD		862.40
June 7, 2019 June 11, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 336762946 , Spot Currency USD	24.56	
June 7, 2019 June 7, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		24.56
June 12, 2019 June 14, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 337858198, Spot Currency USD	67.42	
June 18, 2019 June 18, 2019	Cash Transfer - Transfer from Another Account From 3250000473 COCOA GEN MUTUAL FUND Administrative (Capital), Spot Currency USD	202,000.00	
June 27, 2019 June 28, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 342072813, Spot Currency USD	13.45	

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
June 27, 2019 June 27, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		13.45
July 1, 2019 July 1, 2019	Cash Transfer - Currency Transfer Receipt From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD		2,100.00
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714671, Spot Currency USD		26.91
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714667, Spot Currency USD		16.22
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714666, Spot Currency USD		74.25
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714663, Spot Currency USD		31.31
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714662, Spot Currency USD		23.30
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714660, Spot Currency USD		89.13
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714658, Spot Currency USD		61.25
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714657, Spot Currency USD		196.78
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714655, Spot Currency USD		90.08
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714653, Spot Currency USD		9.00
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714652, Spot Currency USD		91.04
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714646, Spot Currency USD		66.50
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714641, Spot Currency USD		30.61
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714639, Spot Currency USD		44.72

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714636, Spot Currency USD		73.89
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714629, Spot Currency USD		55.83
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714615, Spot Currency USD		18.89
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714595, Spot Currency USD		22.96
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714594, Spot Currency USD		30.14
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714590, Spot Currency USD		16.77
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714588, Spot Currency USD		47.44
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714587, Spot Currency USD		5.72
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714584, Spot Currency USD		29.28
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714675, Spot Currency USD		13.89
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714670, Spot Currency USD		22.08
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714665, Spot Currency USD		25.00
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714661, Spot Currency USD		113.75
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714659, Spot Currency USD		110.83
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714656, Spot Currency USD		69.00
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714654, Spot Currency USD		40.63

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714651, Spot Currency USD		58.46
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714597, Spot Currency USD		58.50
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714593, Spot Currency USD		13.29
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714589, Spot Currency USD		27.50
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 346714579, Spot Currency USD		45.50
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 347491617, Spot Currency USD		17.01
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 349037861, Spot Currency USD	5.72	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 349037973, Spot Currency USD		5.66
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 350147903, Spot Currency USD		16.81
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 350142538, Spot Currency USD	17.01	
July 2, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 347336302, Spot Currency USD		50.95
July 2, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 347336310, Spot Currency USD		149.80
July 2, 2019 July 2, 2019	Cash Transfer - Transfer from Another Account From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD	550,000.00	
July 5, 2019 July 5, 2019	Cash Transfer - Transfer from Another Account From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD	400,000.00	
July 8, 2019 July 8, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		0.06
July 8, 2019 July 10, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 350268605, Spot Currency USD	17.12	

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
July 9, 2019 July 9, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		0.20
July 9, 2019 July 9, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		17.12
July 9, 2019 July 11, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 351578397, Spot Currency USD	17.43	
July 9, 2019 July 11, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 351578494, Spot Currency USD		15.78
July 10, 2019 July 10, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		1.65
July 10, 2019 July 12, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 351970402, Spot Currency USD	17.73	
July 10, 2019 July 10, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		17.73
July 10, 2019 July 12, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 352285126, Spot Currency USD		9.44
August 1, 2019 August 1, 2019	Cash Transfer - Currency Transfer Receipt From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD		2,100.00
August 1, 2019 August 5, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 359840824, Spot Currency USD	50.14	
August 7, 2019 August 9, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 361606225, Spot Currency USD	26.29	
August 7, 2019 August 7, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		26.29
August 8, 2019 August 12, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 361855099, Spot Currency USD	49.33	
August 8, 2019 August 12, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 361855138, Spot Currency USD		47.69
August 8, 2019 August 8, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		1.64
August 12, 2019 August 12, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		51.56

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
August 27, 2019 August 29, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 365862583, Spot Currency USD	54.18	
August 27, 2019 August 29, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 365862500, Spot Currency USD	32.40	
August 27, 2019 August 28, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 365862527, Spot Currency USD		221.33
August 30, 2019 September 3, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 366750873, Spot Currency USD	33.93	
August 30, 2019 August 30, 2019	Cash Transfer - Currency Transfer Receipt From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		33.93
September 3, 2019 September 3, 2019	Cash Transfer - Currency Transfer Receipt From 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD		2,100.00
September 3, 2019 September 5, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 373703289, Spot Currency USD	34.54	
September 10, 2019 September 12, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 376516549, Spot Currency USD	19.93	
September 10, 2019 September 10, 2019	Cash Transfer - Portfolio Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), Spot Currency USD		19.93
September 10, 2019 September 12, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 376560090, Spot Currency USD		36.68
September 10, 2019 September 12, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 377176389, Spot Currency USD	19.93	
September 10, 2019 September 12, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 377588217, Spot Currency USD		19.93
September 20, 2019 September 24, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 379530607, Spot Currency USD	40.35	
September 23, 2019 September 23, 2019	Cash Transfer - Portfolio Transfer From 3250000473 COCOA GEN MUTUAL FUND Administrative (Capital), Spot Currency USD	269,105.16	
September 25, 2019 September 27, 2019	Cash Transfer - Purchase Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 381079402, Spot Currency USD	36.75	

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Contributions and Receipts (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Contributions/Receipts (continued)			
Transfers (continued)			
September 25, 2019 September 27, 2019	Cash Transfer - Sold Interest Transfer From 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 381079464, Spot Currency USD		168.75
Total Transfers		**$1,847,810.63**	**$173,073.35**
Total Contributions/Receipts		**$3,182,791.88**	**$173,150.22**

Distributions and Disbursements

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements			
Other Distributions			
October 1, 2018 October 1, 2018	Cash Disbursement - Miscellaneous Via ACH, Paid To SHEILA HUTCHESON CITY OF COCOA GENERAL, MONTHLY PLAN ADMINISTRATION PROFESSIONAL FEE , Spot Currency USD		-2,100.00
November 1, 2018 November 1, 2018	Cash Disbursement - Miscellaneous Via ACH, Paid To SHEILA HUTCHESON CITY OF COCOA GENERAL, MONTHLY PLAN ADMINISTRATION PROFESSIONAL FEE , Spot Currency USD		-2,100.00
November 5, 2018 November 5, 2018	Cash Disbursement - Insurance Payment Via Check, Paid To MILLS, DEANE, Invoice 6577 11/02/18 Insurance Renewal , Spot Currency USD	-2,617.00	
November 29, 2018 November 29, 2018	Cash Disbursement - Transportation Via Check, Paid To HUTCHESON, SHEILA, Spot Currency USD	-18.90	
December 3, 2018 December 3, 2018	Cash Disbursement - Miscellaneous Via ACH, Paid To SHEILA HUTCHESON CITY OF COCOA GENERAL, MONTHLY PLAN ADMINISTRATION PROFESSIONAL FEE , Spot Currency USD		-2,100.00
January 2, 2019 January 2, 2019	Cash Disbursement - Miscellaneous Via ACH, Paid To SHEILA HUTCHESON CITY OF COCOA GENERAL, MONTHLY PLAN ADMINISTRATION PROFESSIONAL FEE , Spot Currency USD		-2,100.00
February 1, 2019 February 1, 2019	Cash Disbursement - Miscellaneous Via ACH, Paid To SHEILA HUTCHESON CITY OF COCOA GENERAL, MONTHLY PLAN ADMINISTRATION PROFESSIONAL FEE , Spot Currency USD		-2,100.00
March 1, 2019 March 1, 2019	Cash Disbursement - Miscellaneous Via ACH, Paid To SHEILA HUTCHESON CITY OF COCOA GENERAL, MONTHLY PLAN ADMINISTRATION PROFESSIONAL FEE , Spot Currency USD		-2,100.00
April 1, 2019 April 1, 2019	Cash Disbursement - Miscellaneous Via ACH, Paid To SHEILA HUTCHESON CITY OF COCOA GENERAL, MONTHLY PLAN ADMINISTRATION PROFESSIONAL FEE , Spot Currency USD		-2,100.00
May 1, 2019 May 1, 2019	Cash Disbursement - Miscellaneous Via ACH, Paid To SHEILA HUTCHESON CITY OF COCOA GENERAL, MONTHLY PLAN ADMINISTRATION PROFESSIONAL FEE , Spot Currency USD		-2,100.00
May 23, 2019 May 23, 2019	Cash Disbursement - Transportation Via Check, Paid To HUTCHESON, SHEILA, MILEAGE REIMBURSEMENT 60 MIL AT .58 PER MILE , Spot Currency USD	-35.34	
June 3, 2019 June 3, 2019	Cash Disbursement - Miscellaneous Via ACH, Paid To SHEILA HUTCHESON CITY OF COCOA GENERAL, MONTHLY PLAN ADMINISTRATION PROFESSIONAL FEE , Spot Currency USD		-2,100.00
July 1, 2019 July 1, 2019	Cash Disbursement - Miscellaneous Via ACH, Paid To SHEILA HUTCHESON CITY OF COCOA GENERAL, MONTHLY PLAN ADMINISTRATION PROFESSIONAL FEE, Spot Currency USD		-2,100.00
August 1, 2019 August 1, 2019	Cash Disbursement - Miscellaneous Via ACH, Paid To SHEILA HUTCHESON CITY OF COCOA GENERAL, MONTHLY PLAN ADMINISTRATION PROFESSIONAL FEE, Spot Currency USD		-2,100.00
September 3, 2019 September 3, 2019	Cash Disbursement - Miscellaneous Via ACH, Paid To SHEILA HUTCHESON CITY OF COCOA GENERAL, MONTHLY PLAN ADMINISTRATION PROFESSIONAL FEE, Spot Currency USD		-2,100.00
Total Other Distributions		**-$2,671.24**	**-$25,200.00**

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Participant Distributions			
October 1, 2018 October 1, 2018	Cash Disbursement - Normal Distribution via MEMO, 46 PENSION PAYMENTS ACH CHKS DATED 100118 NET 91800.81 FT 7948.10 ST 252.12 OTH 2231.59 , Spot Currency USD	-102,232.62	
October 2, 2018 October 2, 2018	Cash Disbursement - Normal Distribution via MEMO, VANTAGEPOINT TRANSFER AGENT 457 SSN XXXXX9868 NET 228237.06 FT 0.00 ST 0.00 OTH 0.00 DISBURSEMENT FOR POMPEY RONALD , Spot Currency USD	-228,237.06	
October 2, 2018 October 2, 2018	Cash Disbursement - Normal Distribution via MEMO, POMPEY RONALD SSN XXXXX9868 NET 820.20 FT 0.00 ST 0.00 OTH 0.00 , Spot Currency USD	-820.20	
October 2, 2018 October 2, 2018	Cash Disbursement - Normal Distribution via MEMO, 1 PENSION PAYMENTS ACH CHKS DATED 100218 NET 16.78 FT 0.00 ST 0.00 OTH 0.00 , Spot Currency USD	-16.78	
November 1, 2018 November 1, 2018	Cash Disbursement - Normal Distribution via MEMO, 45 PENSION PAYMENTS ACH CHKS DATED 110118 NET 89932.47 FT 7874.33 ST 211.30 OTH 2231.59 , Spot Currency USD	-100,249.69	
November 1, 2018 November 1, 2018	Cash Disbursement - Normal Distribution Via ACH, Paid To madison, charlie, , Spot Currency USD	-1,635.34	
December 3, 2018 December 3, 2018	Cash Disbursement - Normal Distribution via MEMO, 44 PENSION PAYMENTS ACH CHKS DATED 120118 NET 88321.28 FT 7874.33 ST 211.30 OTH 2231.59 , Spot Currency USD	-98,638.50	
December 19, 2018 December 19, 2018	Cash Disbursement - Normal Distribution via MEMO, VANTAGEPOINT TRANSFER AGENTS/457 SSN XXXXX9868 NET 73755.12 FT 0.00 ST 0.00 OTH 0.00 DISBURSEMENT FOR POMPEY RONALD , Spot Currency USD	-73,755.12	
January 2, 2019 January 2, 2019	Cash Disbursement - Normal Distribution via MEMO, 44 PENSION PAYMENTS ACH CHKS DATED 010119 NET 88418.74 FT 7809.09 ST 179.08 OTH 2231.59 , Spot Currency USD	-98,638.50	
January 22, 2019 January 22, 2019	Cash Disbursement - Normal Distribution Via Check, Paid To FPPTA, Registration for FPPTA School 2/3-2/6/19 for trustee Sherry Woodhouse , Spot Currency USD	-650.00	
February 1, 2019 February 1, 2019	Cash Disbursement - Normal Distribution via MEMO, 44 PENSION PAYMENTS ACH CHKS DATED 020119 NET 88418.74 FT 7809.09 ST 179.08 OTH 2231.59 , Spot Currency USD	-98,638.50	
February 22, 2019 February 22, 2019	Cash Disbursement - Normal Distribution Via Check, Paid To HUTCHESON, SHEILA, Gas mileage reimbursement , Spot Currency USD	-35.86	

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Distributions and Disbursements (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Participant Distributions (continued)			
February 22, 2019 February 22, 2019	Cash Disbursement - Normal Distribution Via Check, Paid To MCCARTHY, MISSIE, Plan chairman's mileage to/from City Hall for 2/20/19 board meeting (40 miles at 58 cents per mile) , Spot Currency USD	-23.20	
March 1, 2019 March 1, 2019	Cash Disbursement - Normal Distribution via MEMO, 44 PENSION PAYMENTS ACH CHKS DATED 030119 NET 88418.74 FT 7809.09 ST 179.08 OTH 2231.59 , Spot Currency USD	-98,638.50	
April 1, 2019 April 1, 2019	Cash Disbursement - Normal Distribution via MEMO, 43 PENSION PAYMENTS ACH CHKS DATED 040119 NET 85028.94 FT 7509.09 ST 179.08 OTH 2231.59 , Spot Currency USD	-94,948.70	
May 1, 2019 May 1, 2019	Cash Disbursement - Normal Distribution via MEMO, 43 PENSION PAYMENTS ACH CHKS DATED 050119 NET 84714.24 FT 7481.27 ST 179.08 OTH 2231.59 , Spot Currency USD	-94,606.18	
May 16, 2019 May 16, 2019	Cash Disbursement - Normal Distribution Via Check, Paid To MCCARTHY, MISSIE, CHAIRMAN'S MILEAGE 5.15.19 44 MILES AT 58 CENTS PER MILE , Spot Currency USD	-25.52	
June 3, 2019 June 3, 2019	Cash Disbursement - Normal Distribution via MEMO, 43 PENSION PAYMENTS ACH CHKS DATED 060119 NET 84714.24 FT 7481.27 ST 179.08 OTH 2231.59 , Spot Currency USD	-94,606.18	
June 18, 2019 June 18, 2019	Cash Disbursement - Normal Distribution Via Check, Paid To FPPTA, REGISTRATIONS M MCCARTHY/ S WOODHOUSE CONF JUNE19, Spot Currency USD	-1,400.00	
June 18, 2019 June 18, 2019	Cash Disbursement - Normal Distribution Via Check, Paid To MCCARTHY, MISSIE, MCCARTHY MILEAGE AND PER DIEM FPPTA CONF, Spot Currency USD	-245.88	
June 18, 2019 June 18, 2019	Cash Disbursement - Normal Distribution Via Check, Paid To WOODHOUSE, SHERRY, WOODHOUSE PER DIEM FPPTA, Spot Currency USD	-153.00	
July 1, 2019 July 1, 2019	Cash Disbursement - Normal Distribution via MEMO, 43 PENSION PAYMENTS ACH CHKS DATED 070119 NET 85033.11 FT 7481.27 ST 179.08 OTH 1912.72, Spot Currency USD	-94,606.18	
August 1, 2019 August 1, 2019	Cash Disbursement - Normal Distribution via MEMO, 43 PENSION PAYMENTS ACH CHKS DATED 080119 NET 85033.11 FT 7481.27 ST 179.08 OTH 1912.72, Spot Currency USD	-94,606.18	
September 2, 2019 September 3, 2019	Cash Disbursement - Normal Distribution via MEMO, 42 PENSION PAYMENTS ACH CHKS DATED 090119 NET 84903.07 FT 7572.81 ST 179.08 OTH 1912.72, Spot Currency USD	-94,567.68	
Total Participant Distributions		**-$1,471,975.37**	**$0.00**

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers			
October 1, 2018 October 3, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 227623498 , Spot Currency USD	-61.33	
October 2, 2018 October 2, 2018	Cash Transfer - Transfer to Another Account To 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD	-227,869.19	
October 2, 2018 October 4, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 228208254 , Spot Currency USD		-169.57
October 2, 2018 October 4, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 228208255 , Spot Currency USD	-2.58	
October 4, 2018 October 9, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 230830657 , Spot Currency USD	-145.00	
October 4, 2018 October 9, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 230830295 , Spot Currency USD	-342.00	
October 4, 2018 October 9, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 230830712 , Spot Currency USD	-23.49	
October 4, 2018 October 9, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 230830422 , Spot Currency USD	-123.25	
October 5, 2018 October 10, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 232076237 , Spot Currency USD		-2.74
October 9, 2018 October 11, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 232529745 , Spot Currency USD	-73.57	
October 9, 2018 October 11, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 232567241 , Spot Currency USD		-18.61
October 23, 2018 October 25, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 235045453 , Spot Currency USD	-119.79	
October 26, 2018 October 30, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 235986322 , Spot Currency USD	-49.05	
October 26, 2018 November 13, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 236327603 , Spot Currency USD		-10.78
October 26, 2018 November 13, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 241408082 , Spot Currency USD		-10.71
October 26, 2018 November 13, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 244479114 , Spot Currency USD	-10.78	

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers (continued)			
October 26, 2018 November 13, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 244478247 , Spot Currency USD	-10.71	
October 26, 2018 November 13, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 244698698 , Spot Currency USD		-10.71
November 1, 2018 November 5, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 238606132 , Spot Currency USD		-141.30
November 6, 2018 November 8, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 241030645 , Spot Currency USD		-5.84
November 7, 2018 November 7, 2018	Cash Transfer - Transfer to Another Account To 3250000473 COCOA GEN MUTUAL FUND Administrative (Capital), Spot Currency USD	-1,309.22	
November 14, 2018 November 16, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 242757264 , Spot Currency USD	-22.49	
November 14, 2018 November 16, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 242757160 , Spot Currency USD		-99.53
November 15, 2018 November 19, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 243411432 , Spot Currency USD		-74.75
November 15, 2018 November 19, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 243411509 , Spot Currency USD	-48.89	
November 16, 2018 November 19, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 243599724 , Spot Currency USD		-62.70
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 245065547 , Spot Currency USD		-12.03
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 245065532 , Spot Currency USD		-52.22
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 245323612 , Spot Currency USD		-44.72
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 245323584 , Spot Currency USD		-18.66
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 245323553 , Spot Currency USD		-77.00
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 245323786 , Spot Currency USD		-86.18

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers (continued)			
November 26, 2018 November 28, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 245323572 , Spot Currency USD	-133.36	
November 26, 2018 November 28, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 245318421 , Spot Currency USD		-67.60
November 27, 2018 November 29, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 245566454 , Spot Currency USD		-19.10
November 27, 2018 November 29, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 245737779 , Spot Currency USD		-66.75
November 27, 2018 November 29, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 245737712 , Spot Currency USD	-100.68	
November 27, 2018 November 29, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 245734964 , Spot Currency USD		-27.50
December 6, 2018 December 10, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 251138298 , Spot Currency USD		-59.90
December 6, 2018 December 10, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 251169851 , Spot Currency USD		-38.50
December 6, 2018 December 10, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 251170011 , Spot Currency USD	-75.51	
December 6, 2018 December 10, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 258963979 , Spot Currency USD		-75.07
December 11, 2018 December 13, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 252591777 , Spot Currency USD		-35.00
December 12, 2018 December 12, 2018	Cash Transfer - Transfer to Another Account To 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD	-74,000.00	
December 12, 2018 December 14, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 253106985 , Spot Currency USD		-18.72
December 12, 2018 December 14, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 253109091 , Spot Currency USD	-27.75	
December 12, 2018 December 14, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 260869675 , Spot Currency USD		-18.72
December 12, 2018 December 14, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 266043560 , Spot Currency USD	-18.72	

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers (continued)			
December 13, 2018 December 13, 2018	Cash Transfer - Income Distribution To 3250000464 COCOA GENERAL R&D Administrative (Income), Spot Currency USD	-146,857.34	
December 18, 2018 December 18, 2018	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-75.07	
December 19, 2018 December 21, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 259460485 , Spot Currency USD		-18.06
December 19, 2018 December 19, 2018	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-18.06	
December 20, 2018 December 24, 2018	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 259933365 , Spot Currency USD		-19.75
December 20, 2018 December 24, 2018	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 259933356 , Spot Currency USD	-42.27	
December 24, 2018 December 24, 2018	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-18.72	
January 2, 2019 January 2, 2019	Cash Transfer - Income Distribution To 3250000464 COCOA GENERAL R&D Administrative (Income), Spot Currency USD	-2,100.00	
January 2, 2019 January 4, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 269899477 , Spot Currency USD		-520.92
January 2, 2019 January 4, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 269899516 , Spot Currency USD	-229.11	
January 2, 2019 January 4, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 269899511 , Spot Currency USD	-6.28	
January 2, 2019 January 2, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-274.51	
January 4, 2019 January 7, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 271040838 , Spot Currency USD		-88.65
January 4, 2019 January 7, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 271040839 , Spot Currency USD	-26.71	
January 4, 2019 January 7, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 271040853 , Spot Currency USD		-267.27
January 4, 2019 January 4, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-329.21	

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers (continued)			
January 17, 2019 January 22, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 274646139 , Spot Currency USD		-131.25
January 17, 2019 January 22, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 274987916 , Spot Currency USD		-131.25
January 17, 2019 January 22, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 275020999 , Spot Currency USD	-111.97	
January 17, 2019 January 22, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 275393223 , Spot Currency USD	-131.25	
January 18, 2019 January 18, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-131.25	
January 22, 2019 January 22, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-131.25	
January 22, 2019 January 24, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 275057411 , Spot Currency USD		-40.11
January 22, 2019 January 24, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 275049417 , Spot Currency USD	-41.32	
January 22, 2019 January 24, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 275460036 , Spot Currency USD		-40.11
January 22, 2019 January 24, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 275915506 , Spot Currency USD	-40.11	
January 28, 2019 January 30, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 276999605 , Spot Currency USD		-14.06
January 29, 2019 January 29, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-25.01	
February 1, 2019 February 1, 2019	Cash Transfer - Income Distribution To 3250000464 COCOA GENERAL R&D Administrative (Income), Spot Currency USD	-2,100.00	
February 1, 2019 February 1, 2019	Cash Transfer - Transfer to Another Account To 3250000473 COCOA GEN MUTUAL FUND Administrative (Capital), TO COVER MF ACCOUNT OVERDRAFT , Spot Currency USD	-1,118.35	
February 1, 2019 February 5, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 280691323 , Spot Currency USD		-53.19
February 1, 2019 February 5, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 280699273 , Spot Currency USD		-43.50

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers (continued)			
February 5, 2019 February 7, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 281826404 , Spot Currency USD	-26.88	
February 5, 2019 February 7, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 281825780 , Spot Currency USD	-35.00	
February 11, 2019 February 13, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 282920229 , Spot Currency USD	-15.94	
February 12, 2019 February 14, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 283307363 , Spot Currency USD		-167.83
February 12, 2019 February 14, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 283327996 , Spot Currency USD		-79.65
February 12, 2019 February 14, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 283327958 , Spot Currency USD	-27.88	
March 1, 2019 March 1, 2019	Cash Transfer - Income Distribution To 3250000464 COCOA GENERAL R&D Administrative (Income), Spot Currency USD	-2,100.00	
March 1, 2019 March 5, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 289595443 , Spot Currency USD		-11.19
March 12, 2019 March 14, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 292462195 , Spot Currency USD		-24.78
March 12, 2019 March 14, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 292462342 , Spot Currency USD	-62.08	
March 15, 2019 March 19, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 293616316 , Spot Currency USD		-9.94
March 18, 2019 March 18, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-9.94	
April 1, 2019 April 1, 2019	Cash Transfer - Income Distribution To 3250000464 COCOA GENERAL R&D Administrative (Income), Spot Currency USD	-2,100.00	
April 1, 2019 April 3, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 310816246 , Spot Currency USD		-43.82
April 15, 2019 April 17, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 318273675 , Spot Currency USD		-18.96
April 16, 2019 April 16, 2019	Cash Transfer - Transfer to Another Account To 3250000473 COCOA GEN MUTUAL FUND Administrative (Capital), Spot Currency USD	-1,203.02	

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers (continued)			
April 16, 2019 April 18, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 318777513 , Spot Currency USD		-74.86
April 16, 2019 April 18, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 318850675 , Spot Currency USD	-17.47	
April 17, 2019 April 17, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-46.44	
April 25, 2019 April 29, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 320766664 , Spot Currency USD	-94.42	
April 25, 2019 April 29, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 320765799 , Spot Currency USD		-259.58
April 26, 2019 April 26, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-165.16	
April 29, 2019 May 1, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 321091385 , Spot Currency USD		-0.46
April 29, 2019 May 1, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 321091398 , Spot Currency USD	-0.48	
May 1, 2019 May 1, 2019	Cash Transfer - Income Distribution To 3250000464 COCOA GENERAL R&D Administrative (Income), Spot Currency USD	-2,100.00	
May 8, 2019 May 9, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 326709197 , Spot Currency USD	-51.59	
May 8, 2019 May 9, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 326994089 , Spot Currency USD		-16.17
May 9, 2019 May 9, 2019	Cash Transfer - Transfer to Another Account To 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD	-117,000.00	
May 9, 2019 May 9, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-16.17	
May 13, 2019 May 13, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-71.45	
May 28, 2019 May 30, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 330863452 , Spot Currency USD		-24.69
May 29, 2019 May 31, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 331023802 , Spot Currency USD		-22.15

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers (continued)			
May 29, 2019 May 29, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-22.15	
May 31, 2019 June 4, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 331740699 , Spot Currency USD	-11.57	
June 3, 2019 June 3, 2019	Cash Transfer - Income Distribution To 3250000464 COCOA GENERAL R&D Administrative (Income), Spot Currency USD	-2,100.00	
June 3, 2019 June 5, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 335050425 , Spot Currency USD		-25.68
June 3, 2019 June 5, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 335050446 , Spot Currency USD	-39.54	
June 4, 2019 June 6, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 335607547 , Spot Currency USD		-154.69
June 4, 2019 June 6, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 335607567 , Spot Currency USD	-862.40	
June 7, 2019 June 11, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 336762946 , Spot Currency USD		-24.56
June 7, 2019 June 7, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-24.56	
June 12, 2019 June 14, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 337858198, Spot Currency USD		-67.42
June 18, 2019 June 18, 2019	Cash Transfer - Transfer to Another Account To 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD	-202,000.00	
June 27, 2019 June 28, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 342072813, Spot Currency USD		-13.45
June 27, 2019 June 27, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-13.45	
July 1, 2019 July 1, 2019	Cash Transfer - Income Distribution To 3250000464 COCOA GENERAL R&D Administrative (Income), Spot Currency USD	-2,100.00	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714671, Spot Currency USD	-26.91	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714667, Spot Currency USD	-16.22	

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers (continued)			
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714666, Spot Currency USD	-74.25	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714663, Spot Currency USD	-31.31	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714662, Spot Currency USD	-23.30	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714660, Spot Currency USD	-89.13	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714658, Spot Currency USD	-61.25	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714657, Spot Currency USD	-196.78	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714655, Spot Currency USD	-90.08	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714653, Spot Currency USD	-9.00	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714652, Spot Currency USD	-91.04	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714646, Spot Currency USD	-66.50	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714641, Spot Currency USD	-30.61	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714639, Spot Currency USD	-44.72	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714636, Spot Currency USD	-73.89	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714629, Spot Currency USD	-55.83	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714615, Spot Currency USD	-18.89	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714595, Spot Currency USD	-22.96	

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers (continued)			
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714594, Spot Currency USD	-30.14	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714590, Spot Currency USD	-16.77	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714588, Spot Currency USD	-47.44	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714587, Spot Currency USD	-5.72	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714584, Spot Currency USD	-29.28	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714675, Spot Currency USD	-13.89	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714670, Spot Currency USD	-22.08	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714665, Spot Currency USD	-25.00	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714661, Spot Currency USD	-113.75	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714659, Spot Currency USD	-110.83	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714656, Spot Currency USD	-69.00	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714654, Spot Currency USD	-40.63	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714651, Spot Currency USD	-58.46	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714597, Spot Currency USD	-58.50	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714593, Spot Currency USD	-13.29	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714589, Spot Currency USD	-27.50	

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers (continued)			
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 346714579, Spot Currency USD	-45.50	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 347491617, Spot Currency USD	-17.01	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 349037861, Spot Currency USD		-5.72
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 349037973, Spot Currency USD	-5.66	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 350147903, Spot Currency USD	-16.81	
July 1, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 350142538, Spot Currency USD		-17.01
July 2, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 347336302, Spot Currency USD	-50.95	
July 2, 2019 July 3, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 347336310, Spot Currency USD	-149.80	
July 2, 2019 July 2, 2019	Cash Transfer - Transfer to Another Account To 3250000473 COCOA GEN MUTUAL FUND Administrative (Capital), Spot Currency USD	-550,000.00	
July 5, 2019 July 5, 2019	Cash Transfer - Transfer to Another Account To 3250000473 COCOA GEN MUTUAL FUND Administrative (Capital), Spot Currency USD	-400,000.00	
July 8, 2019 July 8, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-0.06	
July 8, 2019 July 10, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 350268605, Spot Currency USD		-17.12
July 9, 2019 July 9, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-0.20	
July 9, 2019 July 9, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-17.12	
July 9, 2019 July 11, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 351578397, Spot Currency USD		-17.43
July 9, 2019 July 11, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 351578494, Spot Currency USD	-15.78	

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers (continued)			
July 10, 2019 July 10, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-1.65	
July 10, 2019 July 12, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 351970402, Spot Currency USD		-17.73
July 10, 2019 July 10, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-17.73	
July 10, 2019 July 12, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 352285126, Spot Currency USD	-9.44	
August 1, 2019 August 1, 2019	Cash Transfer - Income Distribution To 3250000464 COCOA GENERAL R&D Administrative (Income), Spot Currency USD	-2,100.00	
August 1, 2019 August 5, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 359840824, Spot Currency USD		-50.14
August 7, 2019 August 9, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 361606225, Spot Currency USD		-26.29
August 7, 2019 August 7, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-26.29	
August 8, 2019 August 12, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 361855099, Spot Currency USD		-49.33
August 8, 2019 August 12, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 361855138, Spot Currency USD	-47.69	
August 8, 2019 August 8, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-1.64	
August 12, 2019 August 12, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-51.56	
August 27, 2019 August 29, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 365862583, Spot Currency USD		-54.18
August 27, 2019 August 29, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 365862500, Spot Currency USD		-32.40
August 27, 2019 August 28, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 365862527, Spot Currency USD	-221.33	
August 30, 2019 September 3, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 366750873, Spot Currency USD		-33.93

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Distributions and Disbursements (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Distributions/Disbursements (continued)			
Transfers (continued)			
August 30, 2019 August 30, 2019	Cash Transfer - Income Distribution To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-33.93	
September 3, 2019 September 3, 2019	Cash Transfer - Income Distribution To 3250000464 COCOA GENERAL R&D Administrative (Income), Spot Currency USD	-2,100.00	
September 3, 2019 September 5, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 373703289, Spot Currency USD		-34.54
September 10, 2019 September 12, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 376516549, Spot Currency USD		-19.93
September 10, 2019 September 10, 2019	Cash Transfer - Portfolio Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), Spot Currency USD	-19.93	
September 10, 2019 September 12, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 376560090, Spot Currency USD	-36.68	
September 10, 2019 September 12, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 377176389, Spot Currency USD		-19.93
September 10, 2019 September 12, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 377588217, Spot Currency USD	-19.93	
September 20, 2019 September 24, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 379530607, Spot Currency USD		-40.35
September 23, 2019 September 23, 2019	Cash Transfer - Portfolio Transfer To 3250000464 COCOA GENERAL R&D Administrative (Capital), Spot Currency USD	-269,105.16	
September 25, 2019 September 27, 2019	Cash Transfer - Purchase Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Capital), 381079402, Spot Currency USD		-36.75
September 25, 2019 September 27, 2019	Cash Transfer - Sold Interest Transfer To 3250000491 COCOA GENERAL AGINCOURT Administrative (Income), 381079464, Spot Currency USD	-168.75	
Total Transfers		**-$2,016,678.29**	**-$4,205.69**
Total Distributions/Disbursements		**-$3,491,324.90**	**-$29,405.69**

Fees and Expenses

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Fees/Expenses			
Legal Fees			
November 13, 2018 November 13, 2018	Cash Disbursement - Legal Fees Via Check, Paid To KLAUSNER, KAUFMAN, JENSEN & LEVINSON, INVOICE 22591 11/9/18 , Spot Currency USD	-467.50	
December 6, 2018 December 6, 2018	Cash Disbursement - Legal Fees Via Check, Paid To KLAUSNER, KAUFMAN, JENSEN & LEVINSON, Legal Services inv 22765 , Spot Currency USD	-2,550.00	
February 11, 2019 February 11, 2019	Cash Disbursement - Attorney Fee Via Check, Paid To KLAUSNER, KAUFMAN, JENSEN & LEVINSON, LEGAL SERVICES , Spot Currency USD	-353.60	
March 11, 2019 March 11, 2019	Cash Disbursement - Attorney Fee Via Check, Paid To KLAUSNER, KAUFMAN, JENSEN & LEVINSON, INVOICE 23281 , Spot Currency USD	-1,918.85	
April 10, 2019 April 10, 2019	Cash Disbursement - Legal Fees Via Check, Paid To KLAUSNER, KAUFMAN, JENSEN & LEVINSON, INVOICE 23460 4/10/19 , Spot Currency USD	-574.60	
May 9, 2019 May 9, 2019	Cash Disbursement - Legal Fees Via Check, Paid To KLAUSNER, KAUFMAN, JENSEN & LEVINSON, LEGAL SERVICES INVOICE 23645 DATE 4-30-2019 , Spot Currency USD	-486.20	
June 18, 2019 June 18, 2019	Cash Disbursement - Legal Fees Via Check, Paid To KLAUSNER, KAUFMAN, JENSEN & LEVINSON, Spot Currency USD	-4,066.40	
September 23, 2019 September 23, 2019	Cash Disbursement - Legal Fees Via Check, Paid To KLAUSNER, KAUFMAN, JENSEN & LEVINSON, INVOICE RECEIVED 9/5/19 PAID 9/23/19, Spot Currency USD	-1,458.60	
Total Legal Fees		**-$11,875.75**	**$0.00**
Management Fees			
October 18, 2018 October 18, 2018	Cash Disbursement - Management Fees Via Check, Paid To Arthur J. Gallagher Risk Management Services, Invoice 2763201 10/15/2018 , Spot Currency USD	-683.15	
December 18, 2018 December 18, 2018	Cash Disbursement - Management Fees Via Check, Paid To ANDCO CONSULTING, AndCo Invoice 27867 Fourth Quarter Fees , Spot Currency USD	-5,625.00	
January 14, 2019 January 14, 2019	Cash Disbursement - Management Fees Via Check, Paid To FOSTER INC, FOSTER &, Invoice 13796 1/11/19 , Spot Currency USD	-15,523.00	
January 28, 2019 January 28, 2019	Cash Disbursement - Management Fees Via Check, Paid To AGINCOURT CAPITAL MANAGEMENT LLC, 4QTR18 FEES INV 10002 , Spot Currency USD	-1,068.74	
April 4, 2019 April 4, 2019	Cash Disbursement - Management Fees Via Check, Paid To ANDCO CONSULTING, INVOICE 30142 3.31.19 FEES , Spot Currency USD	-5,625.00	
April 24, 2019 April 24, 2019	Cash Disbursement - Management Fees Via Check, Paid To AGINCOURT CAPITAL MANAGEMENT LLC, INVOICE 10375 1QTR19 MANAGEMENT FEE , Spot Currency USD	-1,096.72	

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Fees and Expenses (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Fees/Expenses (continued)			
Management Fees (continued)			
June 18, 2019 June 18, 2019	Cash Disbursement - Management Fees Via Check, Paid To ANDCO CONSULTING, INVOICE 32320 DATED 6-14-19, Spot Currency USD	-5,625.00	
July 16, 2019 July 16, 2019	Cash Disbursement - Management Fees Via Check, Paid To AGINCOURT CAPITAL MANAGEMENT LLC, 2QTR19 FEE INV 10761, Spot Currency USD	-1,122.93	
September 23, 2019 September 23, 2019	Cash Disbursement - Management Fees Via Check, Paid To ANDCO CONSULTING, Spot Currency USD	-5,625.00	
September 26, 2019 September 26, 2019	Cash Disbursement - Management Fees Via Check, Paid To Arthur J. Gallagher Risk Management Services, Spot Currency USD	-683.15	
Total Management Fees		**-$42,677.69**	**$0.00**
Other Fees			
October 12, 2018 October 12, 2018	Cash Disbursement - Other Fees Via Check, Paid To AGINCOURT CAPITAL MANAGEMENT LLC, Invoice 9326 3rd quarter fees , Spot Currency USD	-1,053.36	
November 27, 2018 November 27, 2018	Cash Disbursement - Other Expenses Via Check, Paid To FLORIDA PUBLIC PENSION TRUSTEES ASSOCIATION, 2019 ANNUAL MEMBERSHIP DUES & FEES MCCARTHY AND WOODHOUSE , Spot Currency USD	-660.00	
March 4, 2019 March 4, 2019	Cash Disbursement - Other Expenses Via Check, Paid To WOODHOUSE, SHERRY, HOTEL (560.55), PER DIEM (153), TIPS (10), TOLLS (14.28), MILEAGE (125.16) FOR TRUSTEE WOODHOUSE , Spot Currency USD	-862.99	
June 18, 2019 June 18, 2019	Cash Disbursement - Other Fees Via Check, Paid To ORLANDO WORLD CENTER MARRIOTT, LODGING FPPTA CONF /WOODHOUSE 32M4LKGS / MCCARTHY 32M4LCHT, Spot Currency USD	-1,074.00	
July 10, 2019 July 10, 2019	Cash Disbursement - Other Expenses Via Check, Paid To MCCARTHY, MISSIE, TIPS 28.00 TOLLS 11.25 PARKING AT HOTEL 111.84, Spot Currency USD	-151.09	
July 16, 2019 July 16, 2019	Cash Disbursement - Miscellaneous Expense Via Check, Paid To WOODHOUSE, SHERRY, TIPS' EXPENSES FOR TRUSTEE WOODHOUSE, Spot Currency USD	-5.00	
August 26, 2019 August 26, 2019	Cash Disbursement - Other Expenses Via Check, Paid To HUTCHESON, SHEILA, TO FRM PD 8-16-19 60 MILES 58 CENTS A MILE 34.80 50 PERCENT TO EACH PLAN TO FRM CH 8-21-19 58 CENTS A MILE 34.80 50 PERCENT EACH PLAN POSTAGE 3.27, Spot Currency USD	-38.07	
August 26, 2019 August 26, 2019	Cash Disbursement - Other Expenses Via Check, Paid To MCCARTHY, MISSIE, PLAN CHAIRMANS MILEAGE TO FROM CITY HALL FOR 8-21-19 BOARD MEETING 40 MILES AT 58 CENTS A MILE, Spot Currency USD	-23.20	
Total Other Fees		**-$3,867.71**	**$0.00**

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Fees and Expenses (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Fees/Expenses (continued)			
Recordkeeping/Actuarial Fee			
November 13, 2018 November 13, 2018	Cash Disbursement - Actuarial Expense Via Check, Paid To FOSTER INC, FOSTER &, Invoice 13483 11/9/18 , Spot Currency USD	-1,575.00	
April 24, 2019 April 24, 2019	Cash Disbursement - Actuarial Expense Via Check, Paid To FOSTER INC, FOSTER &, PROFESSIONAL ACTUARIAL SERVICES INVOICE 14445 DATED 4-19-19 , Spot Currency USD	-380.00	
May 9, 2019 May 9, 2019	Cash Disbursement - Actuarial Expense Via Check, Paid To FOSTER INC, FOSTER &, PROFESSIONAL ACTUARIAL SERVICES INVOICE 14597 DATED 5-6-2019 , Spot Currency USD	-3,500.00	
August 26, 2019 August 26, 2019	Cash Disbursement - Actuarial Expense Via Check, Paid To FOSTER INC, FOSTER &, INVOICE 15232, Spot Currency USD	-1,590.00	
Total Recordkeeping/Actuarial Fee		**-$7,045.00**	**$0.00**
Trustee/Custody Fees			
October 12, 2018 October 12, 2018	Market Value Fee, Computed for 3250000491, Spot Currency USD	-293.13	
October 12, 2018 October 12, 2018	Market Value Fee, Computed for 3250000473, Spot Currency USD	-1,319.40	
October 12, 2018 October 12, 2018	Market Value Fee, Computed for 3250000464, Spot Currency USD	-12.58	
January 14, 2019 January 14, 2019	Market Value Fee, Computed for 3250000473, Spot Currency USD	-1,118.35	
January 14, 2019 January 14, 2019	Market Value Fee, Computed for 3250000491, Spot Currency USD	-297.30	
January 14, 2019 January 14, 2019	Market Value Fee, Computed for 3250000464, Spot Currency USD	-79.59	
April 12, 2019 April 12, 2019	Market Value Fee, Computed for 3250000464, Spot Currency USD	-27.94	
April 12, 2019 April 12, 2019	Market Value Fee, Computed for 3250000491, Spot Currency USD	-305.38	
April 12, 2019 April 12, 2019	Market Value Fee, Computed for 3250000473, Spot Currency USD	-1,243.36	
July 12, 2019 July 12, 2019	Market Value Fee, Computed for 3250000491, Spot Currency USD	-312.51	
July 12, 2019 July 12, 2019	Market Value Fee, Computed for 3250000473, Spot Currency USD	-1,223.99	

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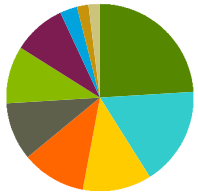
Fees and Expenses (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Fees/Expenses (continued)			
Trustee/Custody Fees (continued)			
July 12, 2019 July 12, 2019	Market Value Fee, Computed for 3250000464, Spot Currency USD	-33.28	
Total Trustee/Custody Fees		**-$6,266.81**	**$0.00**
Total Fees/Expenses		**-$71,732.96**	**$0.00**

Income Received

Summary

	Amount	Percent
Domestic Large Cap	54,110.63	24%
Unmapped Instr Type	39,672.84	17%
US Credit	28,856.95	12%
Domestic Funds	26,060.74	11%
Diversified Strategies (Liquid Alts)	23,868.61	10%
International Equity	23,225.27	10%
Agency MBS	21,385.92	9%
Domestic Small-Mid Cap	6,829.75	3%
All Others	4,828.14	2%
Cash Equivalents	4,528.96	2%
Total of your portfolio	**$233,367.81**	**100%**



Details

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received			
Dividends			
Cash and Equivalents			
Cash Equivalents			
October 1, 2018 October 1, 2018	Daily Rate Income on Regions Trust Cash Sweep For Period of 09/01/18 to 09/30/18 Due on 10/01/18, CUSIP 999990484		39.04
October 1, 2018 October 1, 2018	Daily Rate Income on Regions Trust Cash Sweep For Period of 09/01/18 to 09/30/18 Due on 10/01/18, CUSIP 999990484		121.49
October 1, 2018 October 1, 2018	Daily Rate Income on Regions Trust Cash Sweep For Period of 09/01/18 to 09/30/18 Due on 10/01/18, CUSIP 999990484		114.35
November 1, 2018 November 1, 2018	Daily Rate Income on Regions Trust Cash Sweep For Period of 10/01/18 to 10/31/18 Due on 11/01/18, CUSIP 999990484		82.57

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Dividends (continued)			
Cash and Equivalents (continued)			
Cash Equivalents (continued)			
November 1, 2018 November 1, 2018	Daily Rate Income on Regions Trust Cash Sweep For Period of 10/01/18 to 10/31/18 Due on 11/01/18, CUSIP 999990484		10.18
November 1, 2018 November 1, 2018	Daily Rate Income on Regions Trust Cash Sweep For Period of 10/01/18 to 10/31/18 Due on 11/01/18, CUSIP 999990484		147.26
December 3, 2018 December 3, 2018	Daily Rate Income on Regions Trust Cash Sweep For Period of 11/01/18 to 11/30/18 Due on 12/03/18, CUSIP 999990484		56.72
December 3, 2018 December 3, 2018	Daily Rate Income on Regions Trust Cash Sweep For Period of 11/01/18 to 11/30/18 Due on 12/03/18, CUSIP 999990484		632.58
January 2, 2019 January 2, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 12/01/18 to 12/31/18 Due on 01/02/19, CUSIP 999990484		0.09
January 2, 2019 January 2, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 12/01/18 to 12/31/18 Due on 01/02/19, CUSIP 999990484		10.93
January 2, 2019 January 2, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 12/01/18 to 12/31/18 Due on 01/02/19, CUSIP 999990484		772.30
February 1, 2019 February 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 01/01/19 to 01/31/19 Due on 02/01/19, CUSIP 999990484		19.80
February 1, 2019 February 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 01/01/19 to 01/31/19 Due on 02/01/19, CUSIP 999990484		0.04
February 1, 2019 February 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 01/01/19 to 01/31/19 Due on 02/01/19, CUSIP 999990484		0.46
February 1, 2019 February 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 01/01/19 to 01/31/19 Due on 02/01/19, CUSIP 999990484		609.96
March 1, 2019 March 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 02/01/19 to 02/28/19 Due on 03/01/19, CUSIP 999990484		30.26
March 1, 2019 March 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 02/01/19 to 02/28/19 Due on 03/01/19, CUSIP 999990484		0.10
March 1, 2019 March 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 02/01/19 to 02/28/19 Due on 03/01/19, CUSIP 999990484		0.52

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Dividends (continued)			
Cash and Equivalents (continued)			
Cash Equivalents (continued)			
March 1, 2019 March 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 02/01/19 to 02/28/19 Due on 03/01/19, CUSIP 999990484		412.14
April 1, 2019 April 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 03/01/19 to 03/31/19 Due on 04/01/19, CUSIP 999990484		280.30
April 1, 2019 April 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 03/01/19 to 03/31/19 Due on 04/01/19, CUSIP 999990484		0.08
April 1, 2019 April 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 03/01/19 to 03/31/19 Due on 04/01/19, CUSIP 999990484		0.27
April 1, 2019 April 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 03/01/19 to 03/31/19 Due on 04/01/19, CUSIP 999990484		48.06
April 1, 2019 April 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 03/01/19 to 03/31/19 Due on 04/01/19, CUSIP 999990484		40.34
May 1, 2019 May 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 04/01/19 to 04/30/19 Due on 05/01/19, CUSIP 999990484		37.16
May 1, 2019 May 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 04/01/19 to 04/30/19 Due on 05/01/19, CUSIP 999990484		0.02
May 1, 2019 May 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 04/01/19 to 04/30/19 Due on 05/01/19, CUSIP 999990484		0.02
May 1, 2019 May 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 04/01/19 to 04/30/19 Due on 05/01/19, CUSIP 999990484		0.22
May 1, 2019 May 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 04/01/19 to 04/30/19 Due on 05/01/19, CUSIP 999990484		105.26
June 3, 2019 June 3, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 05/01/19 to 05/31/19 Due on 06/03/19, CUSIP 999990484		125.28
June 3, 2019 June 3, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 05/01/19 to 05/31/19 Due on 06/03/19, CUSIP 999990484		0.01
June 3, 2019 June 3, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 05/01/19 to 05/31/19 Due on 06/03/19, CUSIP 999990484		0.15

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Dividends (continued)			
Cash and Equivalents (continued)			
Cash Equivalents (continued)			
June 3, 2019 June 3, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 05/01/19 to 05/31/19 Due on 06/03/19, CUSIP 999990484		0.02
June 3, 2019 June 3, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 05/01/19 to 05/31/19 Due on 06/03/19, CUSIP 999990484		39.06
July 1, 2019 July 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 06/01/19 to 06/30/19 Due on 07/01/19, CUSIP 999990484		44.52
July 1, 2019 July 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 06/01/19 to 06/30/19 Due on 07/01/19, CUSIP 999990484		46.99
July 1, 2019 July 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 06/01/19 to 06/30/19 Due on 07/01/19, CUSIP 999990484		0.01
July 1, 2019 July 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 06/01/19 to 06/30/19 Due on 07/01/19, CUSIP 999990484		0.13
July 1, 2019 July 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 06/01/19 to 06/30/19 Due on 07/01/19, CUSIP 999990484		146.30
August 1, 2019 August 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 07/01/19 to 07/31/19 Due on 08/01/19, CUSIP 999990484		167.70
August 1, 2019 August 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 07/01/19 to 07/31/19 Due on 08/01/19, CUSIP 999990484		0.16
August 1, 2019 August 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 07/01/19 to 07/31/19 Due on 08/01/19, CUSIP 999990484		246.16
August 1, 2019 August 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 07/01/19 to 07/31/19 Due on 08/01/19, CUSIP 999990484		74.02
August 1, 2019 August 1, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 07/01/19 to 07/31/19 Due on 08/01/19, CUSIP 999990484		0.01
September 3, 2019 September 3, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 08/01/19 to 08/31/19 Due on 09/03/19, CUSIP 999990484		30.88
September 3, 2019 September 3, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 08/01/19 to 08/31/19 Due on 09/03/19, CUSIP 999990484		0.01

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Dividends (continued)			
Cash and Equivalents (continued)			
Cash Equivalents (continued)			
September 3, 2019 September 3, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 08/01/19 to 08/31/19 Due on 09/03/19, CUSIP 999990484		0.01
September 3, 2019 September 3, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 08/01/19 to 08/31/19 Due on 09/03/19, CUSIP 999990484		0.12
September 3, 2019 September 3, 2019	Daily Rate Income on Regions Trust Cash Sweep For Period of 08/01/19 to 08/31/19 Due on 09/03/19, CUSIP 999990484		34.90
Total Cash Equivalents		**$0.00**	**$4,528.96**
Total Cash and Equivalents		**$0.00**	**$4,528.96**
Equity			
Domestic Large Cap			
December 6, 2018 December 6, 2018	Cash Dividend 0.201542 USD BrandywineGLOBAL - Dynamic US Large Cap Value Fund For 155,105.415 Units Due on 12/06/18 With Ex Date 12/05/18 Reinvested $31,260.26 at $10.93 For 2,860.042 Units, CUSIP 52471E647	31,260.26	
December 14, 2018 December 17, 2018	Cash Dividend 1.2811 USD Vanguard 500 Index Fund For 4,763.258 Units Due on 12/17/18 With Ex Date 12/14/18 Reinvested $6,102.21 at $239.87 For 25.44 Units, CUSIP 922908710	6,102.21	
March 20, 2019 March 21, 2019	Cash Dividend 1.4561 USD Vanguard 500 Index Fund For 4,788.698 Units Due on 03/21/19 With Ex Date 03/20/19 Reinvested $6,972.82 at $260.51 For 26.766 Units, CUSIP 922908710	6,972.82	
June 26, 2019 June 27, 2019	Cash Dividend 1.3893 USD Vanguard 500 Index Fund For 3,622.059 Units Due on 06/27/19 With Ex Date 06/26/19 Reinvested $5,032.13 at $268.76 For 18.724 Units, CUSIP 922908710	5,032.13	
September 25, 2019 September 26, 2019	Cash Dividend 1.3028 USD Vanguard 500 Index Fund For 3,640.783 Units Due on 09/26/19 With Ex Date 09/25/19 Reinvested $4,743.21 at $275.37 For 17.225 Units, CUSIP 922908710	4,743.21	
Total Domestic Large Cap		**$54,110.63**	**$0.00**
Domestic Small-Mid Cap			
December 14, 2018 December 17, 2018	Cash Dividend 0.30289 USD Wells Fargo Special Small Cap Value Fund For 22,548.606 Units Due on 12/17/18 With Ex Date 12/14/18 Reinvested $6,829.75 at $29.69 For 230.035 Units, CUSIP 94988A668	6,829.75	
Total Domestic Small-Mid Cap		**$6,829.75**	**$0.00**

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Dividends (continued)			
Equity (continued)			
International Equity			
December 20, 2018 December 21, 2018	Cash Dividend 0.7495 USD American Funds EuroPacific Growth Fund For 27,909.154 Units Due on 12/21/18 With Ex Date 12/21/18 Reinvested $20,917.91 at $44.51 For 469.96 Units, CUSIP 298706821	20,917.91	
June 12, 2019 June 13, 2019	Cash Dividend 0.0802 USD American Funds EuroPacific Growth Fund For 28,770.068 Units Due on 06/13/19 With Ex Date 06/13/19 Reinvested $2,307.36 at $51.28 For 44.995 Units, CUSIP 298706821	2,307.36	
Total International Equity		**$23,225.27**	**$0.00**
Total Equity		**$84,165.65**	**$0.00**
Fixed Income			
Unmapped Instr Type			
October 15, 2018 October 17, 2018	Cash Dividend 0.0555 USD Templeton Global Bond Fund/United States For 41,358.371 Units Due on 10/17/18 With Ex Date 10/13/18 Reinvested $2,295.39 at $11.51 For 199.426 Units, CUSIP 880208400	2,295.39	
November 15, 2018 November 19, 2018	Cash Dividend 0.0575 USD Templeton Global Bond Fund/United States For 41,557.797 Units Due on 11/19/18 With Ex Date 11/15/18 Reinvested $2,389.57 at $11.60 For 205.997 Units, CUSIP 880208400	2,389.57	
December 17, 2018 December 19, 2018	Cash Dividend 0.264 USD Templeton Global Bond Fund/United States For 41,763.794 Units Due on 12/19/18 With Ex Date 12/15/18 Reinvested $11,025.64 at $11.29 For 976.585 Units, CUSIP 880208400	11,025.64	
January 15, 2019 January 17, 2019	Cash Dividend 0.0649 USD Templeton Global Bond Fund/United States For 42,740.379 Units Due on 01/17/19 With Ex Date 01/15/19 Reinvested $2,773.85 at $11.39 For 243.534 Units, CUSIP 880208400	2,773.85	
February 15, 2019 February 20, 2019	Cash Dividend 0.0531 USD Templeton Global Bond Fund/United States For 42,983.913 Units Due on 02/20/19 With Ex Date 02/15/19 Reinvested $2,282.45 at $11.51 For 198.301 Units, CUSIP 880208400	2,282.45	
March 15, 2019 March 19, 2019	Cash Dividend 0.056 USD Templeton Global Bond Fund/United States For 43,182.214 Units Due on 03/19/19 With Ex Date 03/15/19 Reinvested $2,418.20 at $11.44 For 211.381 Units, CUSIP 880208400	2,418.20	

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Dividends (continued)			
Fixed Income (continued)			
Unmapped Instr Type (continued)			
April 15, 2019 April 17, 2019	Cash Dividend 0.0576 USD Templeton Global Bond Fund/United States For 43,393.595 Units Due on 04/17/19 With Ex Date 04/13/19 Reinvested $2,499.47 at $11.46 For 218.104 Units, CUSIP 880208400	2,499.47	
May 15, 2019 May 17, 2019	Cash Dividend 0.0573 USD Templeton Global Bond Fund/United States For 43,611.699 Units Due on 05/17/19 With Ex Date 05/15/19 Reinvested $2,498.95 at $11.23 For 222.524 Units, CUSIP 880208400	2,498.95	
June 17, 2019 June 19, 2019	Cash Dividend 0.0522 USD Templeton Global Bond Fund/United States For 43,834.223 Units Due on 06/19/19 With Ex Date 06/15/19 Reinvested $2,288.15 at $11.22 For 203.935 Units, CUSIP 880208400	2,288.15	
July 15, 2019 July 17, 2019	Cash Dividend 0.0585 USD Templeton Global Bond Fund/United States For 61,690.408 Units Due on 07/17/19 With Ex Date 07/13/19 Reinvested $3,608.89 at $11.34 For 318.244 Units, CUSIP 880208400	3,608.89	
August 15, 2019 August 19, 2019	Cash Dividend 0.0507 USD Templeton Global Bond Fund/United States For 62,008.652 Units Due on 08/19/19 With Ex Date 08/15/19 Reinvested $3,143.84 at $10.74 For 292.723 Units, CUSIP 880208400	3,143.84	
September 16, 2019 September 18, 2019	Cash Dividend 0.0393 USD Templeton Global Bond Fund/United States For 62,301.375 Units Due on 09/18/19 With Ex Date 09/14/19 Reinvested $2,448.44 at $10.70 For 228.826 Units, CUSIP 880208400	2,448.44	
Total Unmapped Instr Type		**$39,672.84**	**$0.00**
Total Fixed Income		**$39,672.84**	**$0.00**
Balanced - Multi-Asset			
Domestic Funds			
December 28, 2018 December 31, 2018	Cash Dividend 0.0916 USD Westwood Income Opportunity Fund For 47,417.734 Units Due on 12/31/18 With Ex Date 12/28/18 Reinvested $4,343.46 at $14.00 For 310.247 Units, CUSIP 0075W0775	4,343.46	
March 29, 2019 March 29, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 03/01/19 to 03/31/19 Due on 03/29/19 Reinvested $2,392.06 at $10.71 For 223.348 Units, CUSIP 09256H336	2,392.06	
April 30, 2019 April 30, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 04/01/19 to 04/30/19 Due on 04/30/19 Reinvested $3,220.52 at $10.78 For 298.75 Units, CUSIP 09256H336	3,220.52	

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Dividends (continued)			
Balanced - Multi-Asset (continued)			
Domestic Funds (continued)			
May 31, 2019 May 31, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 05/01/19 to 05/31/19 Due on 05/31/19 Reinvested $3,522.84 at $10.66 For 330.473 Units, CUSIP 09256H336	3,522.84	
June 28, 2019 June 28, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 06/01/19 to 06/30/19 Due on 06/28/19 Reinvested $3,071.68 at $10.85 For 283.104 Units, CUSIP 09256H336	3,071.68	
July 31, 2019 July 31, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 07/01/19 to 07/31/19 Due on 07/31/19 Reinvested $3,036.73 at $10.85 For 279.883 Units, CUSIP 09256H336	3,036.73	
August 30, 2019 August 30, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 08/01/19 to 08/31/19 Due on 08/30/19 Reinvested $3,366.86 at $10.85 For 310.31 Units, CUSIP 09256H336	3,366.86	
September 30, 2019 September 30, 2019	Daily Rate Income on BlackRock Multi-Asset Income Fund For Period of 09/01/19 to 09/30/19 Due on 09/30/19 Reinvested $3,106.59 at $10.85 For 286.322 Units, CUSIP 09256H336	3,106.59	
Total Domestic Funds		**$26,060.74**	**$0.00**
Total Balanced - Multi-Asset		**$26,060.74**	**$0.00**
Alternative Investments			
Diversified Strategies (Liquid Alts)			
December 27, 2018 December 27, 2018	Cash Dividend 0.33504 USD PIMCO All Asset Fund For 38,902.71 Units Due on 12/27/18 With Ex Date 12/27/18 Reinvested $13,033.96 at $10.87 For 1,199.076 Units, CUSIP 722005626	13,033.96	
March 14, 2019 March 14, 2019	Cash Dividend 0.05939 USD PIMCO All Asset Fund For 40,101.786 Units Due on 03/14/19 With Ex Date 03/14/19 Reinvested $2,381.65 at $11.42 For 208.551 Units, CUSIP 722005626	2,381.65	
June 13, 2019 June 13, 2019	Cash Dividend 0.06646 USD PIMCO All Asset Fund For 40,310.337 Units Due on 06/13/19 With Ex Date 06/13/19 Reinvested $2,679.02 at $11.51 For 232.756 Units, CUSIP 722005626	2,679.02	
September 12, 2019 September 12, 2019	Cash Dividend 0.10033 USD PIMCO All Asset Fund For 57,549.896 Units Due on 09/12/19 With Ex Date 09/12/19 Reinvested $5,773.98 at $11.59 For 498.186 Units, CUSIP 722005626	5,773.98	
Total Diversified Strategies (Liquid Alts)		**$23,868.61**	**$0.00**
Total Alternative Investments		**$23,868.61**	**$0.00**
Total Dividends		**$173,767.84**	**$4,528.96**

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest			
Fixed Income			
US Government			
December 31, 2018 December 31, 2018	Interest Payment 0.01625 USD United States Treasury Note/Bond 1.625% 30 Jun 2020 For 120,000.00 Par Value Due on 12/31/18 With Ex Date 12/31/18, CUSIP 912828XH8		975.00
February 15, 2019 February 15, 2019	Interest Payment 0.0225 USD United States Treasury Note/Bond 2.25% 15 Feb 2027 For 100,000.00 Par Value Due on 02/15/19 With Ex Date 02/15/19, CUSIP 912828V98		1,125.00
February 28, 2019 February 28, 2019	Interest Payment 0.005 USD United States Treasury Note/Bond 1% 31 Aug 2019 For 75,000.00 Par Value Due on 02/28/19 With Ex Date 02/28/19, CUSIP 912828TN0		375.00
Total US Government		**$0.00**	**$2,475.00**
Agency MBS			
October 15, 2018 October 15, 2018	Interest Payment of 0.03 USD on 23,331.38 Current Face for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 31292SAX8		58.33
October 15, 2018 October 15, 2018	Interest Payment of 0.03 USD on 36,974.73 Current Face for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 3128MJYG9		92.44
October 15, 2018 October 15, 2018	Interest Payment of 0.03 USD on 52,382.92 Current Face for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 31292L5D3		130.96
October 15, 2018 October 15, 2018	Interest Payment of 0.03 USD on 53,303.39 Current Face for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 3128MJSP6		133.26
October 15, 2018 October 15, 2018	Interest Payment of 0.065 USD on 6,347.25 Current Face for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 31283H6T7		34.38
October 15, 2018 October 15, 2018	Interest Payment of 0.03 USD on 22,163.14 Current Face for Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 3128MJZF0		55.41
October 22, 2018 October 22, 2018	Interest Payment of 0.035 USD on 67,547.46 Current Face for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 10/22/18 With Ex Date 10/01/18, CUSIP 36179M2Q2		197.01
October 22, 2018 October 22, 2018	Interest Payment of 0.035 USD on 22,155.52 Current Face for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 10/22/18 With Ex Date 10/01/18, CUSIP 36179NDR6		64.62
October 25, 2018 October 25, 2018	Interest Payment of 0.04 USD on 59,111.04 Current Face for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31416XMW7		197.04
October 25, 2018 October 25, 2018	Interest Payment of 0.04 USD on 26,579.90 Current Face for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31418CNE0		88.60

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
October 25, 2018 October 25, 2018	Interest Payment of 0.035 USD on 17,154.96 Current Face for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 3140E45K9		50.04
October 25, 2018 October 25, 2018	Interest Payment of 0.04 USD on 22,387.90 Current Face for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31418CPF5		74.63
October 25, 2018 October 25, 2018	Interest Payment of 0.065 USD on 661.23 Current Face for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31413UZ44		3.58
October 25, 2018 October 25, 2018	Interest Payment of 0.035 USD on 83,680.37 Current Face for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31418CPE8		244.07
October 25, 2018 October 25, 2018	Interest Payment of 0.03 USD on 28,763.49 Current Face for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 3138WHER9		71.91
October 25, 2018 October 25, 2018	Interest Payment of 0.04258 USD on 17,541.57 Current Face for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31410QDW8		62.24
October 25, 2018 October 25, 2018	Interest Payment of 0.035 USD on 10,046.89 Current Face for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 3138A35V5		29.30
October 25, 2018 October 25, 2018	Interest Payment of 0.05 USD on 6,997.58 Current Face for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31403C6L0		29.16
October 25, 2018 October 25, 2018	Interest Payment of 0.05 USD on 4,571.40 Current Face for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31402CV74		19.05
October 25, 2018 October 25, 2018	Interest Payment of 0.065 USD on 1,674.79 Current Face for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31371MXX0		9.07
October 25, 2018 October 25, 2018	Interest Payment of 0.035 USD on 21,064.36 Current Face for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 3138WJQ35		61.44
October 25, 2018 October 25, 2018	Interest Payment of 0.055 USD on 6,492.55 Current Face for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31403DDX4		29.76
October 25, 2018 October 25, 2018	Interest Payment of 0.035 USD on 8,599.51 Current Face for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 3138A4Y58		25.08
October 25, 2018 October 25, 2018	Interest Payment of 0.035 USD on 23,656.81 Current Face for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 10/25/18 With Ex Date 10/01/18, CUSIP 31418CR89		69.00

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Income Received (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
November 15, 2018 November 15, 2018	Interest Payment of 0.065 USD on 6,294.30 Current Face for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 11/15/18 With Ex Date 11/01/18, CUSIP 31283H6T7		34.09
November 15, 2018 November 15, 2018	Interest Payment of 0.03 USD on 22,007.75 Current Face for Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047 Due On 11/15/18 With Ex Date 11/01/18, CUSIP 3128MJZF0		55.02
November 15, 2018 November 15, 2018	Interest Payment of 0.03 USD on 51,970.64 Current Face for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 11/15/18 With Ex Date 11/01/18, CUSIP 31292L5D3		129.93
November 15, 2018 November 15, 2018	Interest Payment of 0.03 USD on 52,845.10 Current Face for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 11/15/18 With Ex Date 11/01/18, CUSIP 3128MJSP6		132.11
November 15, 2018 November 15, 2018	Interest Payment of 0.03 USD on 23,160.94 Current Face for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 11/15/18 With Ex Date 11/01/18, CUSIP 31292SAX8		57.90
November 15, 2018 November 15, 2018	Interest Payment of 0.03 USD on 36,686.55 Current Face for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 11/15/18 With Ex Date 11/01/18, CUSIP 3128MJYG9		91.72
November 20, 2018 November 20, 2018	Interest Payment of 0.035 USD on 66,681.60 Current Face for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 11/20/18 With Ex Date 11/01/18, CUSIP 36179M2Q2		194.49
November 20, 2018 November 20, 2018	Interest Payment of 0.035 USD on 21,869.58 Current Face for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 11/20/18 With Ex Date 11/01/18, CUSIP 36179NDR6		63.79
November 26, 2018 November 26, 2018	Interest Payment of 0.04 USD on 26,349.40 Current Face for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31418CNE0		87.83
November 26, 2018 November 26, 2018	Interest Payment of 0.035 USD on 16,654.99 Current Face for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 3140E45K9		48.58
November 26, 2018 November 26, 2018	Interest Payment of 0.065 USD on 659.82 Current Face for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31413UZ44		3.57
November 26, 2018 November 26, 2018	Interest Payment of 0.035 USD on 83,162.32 Current Face for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31418CPE8		242.56
November 26, 2018 November 26, 2018	Interest Payment of 0.04 USD on 22,184.57 Current Face for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31418CPF5		73.95
November 26, 2018 November 26, 2018	Interest Payment of 0.03 USD on 28,582.37 Current Face for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 3138WHER9		71.46

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Income Received (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
November 26, 2018 November 26, 2018	Interest Payment of 0.05 USD on 4,499.98 Current Face for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31402CV74		18.75
November 26, 2018 November 26, 2018	Interest Payment of 0.065 USD on 1,643.93 Current Face for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31371MXX0		8.90
November 26, 2018 November 26, 2018	Interest Payment of 0.035 USD on 20,851.60 Current Face for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 3138WJQ35		60.82
November 26, 2018 November 26, 2018	Interest Payment of 0.04 USD on 58,873.89 Current Face for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31416XMW7		196.25
November 26, 2018 November 26, 2018	Interest Payment of 0.035 USD on 9,833.70 Current Face for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 3138A35V5		28.68
November 26, 2018 November 26, 2018	Interest Payment of 0.03 USD on 22,337.36 Current Face for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31418CJA3		55.84
November 26, 2018 November 26, 2018	Interest Payment of 0.035 USD on 8,418.80 Current Face for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 3138A4Y58		24.55
November 26, 2018 November 26, 2018	Interest Payment of 0.035 USD on 23,512.94 Current Face for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31418CR89		68.58
November 26, 2018 November 26, 2018	Interest Payment of 0.05 USD on 6,906.31 Current Face for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31403C6L0		28.78
November 26, 2018 November 26, 2018	Interest Payment of 0.055 USD on 6,380.21 Current Face for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31403DDX4		29.24
November 26, 2018 November 26, 2018	Interest Payment of 0.04596 USD on 17,486.96 Current Face for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 11/26/18 With Ex Date 11/01/18, CUSIP 31410QDW8		66.98
December 17, 2018 December 17, 2018	Interest Payment of 0.03 USD on 51,643.64 Current Face for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 31292L5D3		129.11
December 17, 2018 December 17, 2018	Interest Payment of 0.065 USD on 6,220.17 Current Face for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 31283H6T7		33.69
December 17, 2018 December 17, 2018	Interest Payment of 0.03 USD on 21,833.95 Current Face for Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 3128MJZF0		54.58

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Income Received (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
December 17, 2018 December 17, 2018	Interest Payment of 0.03 USD on 36,399.90 Current Face for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 3128MJYG9		91.00
December 17, 2018 December 17, 2018	Interest Payment of 0.03 USD on 22,990.71 Current Face for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 31292SAX8		57.48
December 17, 2018 December 17, 2018	Interest Payment of 0.03 USD on 52,390.97 Current Face for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 3128MJSP6		130.98
December 20, 2018 December 20, 2018	Interest Payment of 0.035 USD on 65,777.54 Current Face for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 12/20/18 With Ex Date 12/01/18, CUSIP 36179M2Q2		191.85
December 20, 2018 December 20, 2018	Interest Payment of 0.035 USD on 21,590.73 Current Face for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 12/20/18 With Ex Date 12/01/18, CUSIP 36179NDR6		62.97
December 26, 2018 December 26, 2018	Interest Payment of 0.04 USD on 21,970.16 Current Face for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31418CPF5		73.23
December 26, 2018 December 26, 2018	Interest Payment of 0.035 USD on 16,625.81 Current Face for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 3140E45K9		48.49
December 26, 2018 December 26, 2018	Interest Payment of 0.065 USD on 658.41 Current Face for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31413UZ44		3.57
December 26, 2018 December 26, 2018	Interest Payment of 0.04579 USD on 14,965.81 Current Face for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31410QDW8		57.11
December 26, 2018 December 26, 2018	Interest Payment of 0.035 USD on 91,825.80 Current Face for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31418CPE8		267.83
December 26, 2018 December 26, 2018	Interest Payment of 0.065 USD on 1,600.29 Current Face for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31371MXX0		8.67
December 26, 2018 December 26, 2018	Interest Payment of 0.03 USD on 28,349.83 Current Face for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 3138WHER9		70.87
December 26, 2018 December 26, 2018	Interest Payment of 0.035 USD on 20,616.22 Current Face for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 3138WJQ35		60.13
December 26, 2018 December 26, 2018	Interest Payment of 0.05 USD on 4,402.34 Current Face for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31402CV74		18.34

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Income Received (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
December 26, 2018 December 26, 2018	Interest Payment of 0.035 USD on 9,642.33 Current Face for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 3138A35V5		28.12
December 26, 2018 December 26, 2018	Interest Payment of 0.03 USD on 22,236.98 Current Face for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31418CJA3		55.59
December 26, 2018 December 26, 2018	Interest Payment of 0.04 USD on 26,108.40 Current Face for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31418CNE0		87.03
December 26, 2018 December 26, 2018	Interest Payment of 0.04 USD on 58,613.41 Current Face for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31416XMW7		195.38
December 26, 2018 December 26, 2018	Interest Payment of 0.035 USD on 23,366.60 Current Face for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31418CR89		68.15
December 26, 2018 December 26, 2018	Interest Payment of 0.055 USD on 6,277.69 Current Face for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31403DDX4		28.77
December 26, 2018 December 26, 2018	Interest Payment of 0.05 USD on 6,793.84 Current Face for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 31403C6L0		28.31
December 26, 2018 December 26, 2018	Interest Payment of 0.035 USD on 8,236.01 Current Face for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 12/26/18 With Ex Date 12/01/18, CUSIP 3138A4Y58		24.02
January 15, 2019 January 15, 2019	Interest Payment of 0.03 USD on 22,832.47 Current Face for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 01/15/19 With Ex Date 01/01/19, CUSIP 31292SAX8		57.08
January 15, 2019 January 15, 2019	Interest Payment of 0.03 USD on 51,984.69 Current Face for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 01/15/19 With Ex Date 01/01/19, CUSIP 3128MJSP6		129.96
January 15, 2019 January 15, 2019	Interest Payment of 0.03 USD on 51,035.93 Current Face for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 01/15/19 With Ex Date 01/01/19, CUSIP 31292L5D3		127.59
January 15, 2019 January 15, 2019	Interest Payment of 0.065 USD on 6,144.73 Current Face for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 01/15/19 With Ex Date 01/01/19, CUSIP 31283H6T7		33.28
January 15, 2019 January 15, 2019	Interest Payment of 0.03 USD on 36,138.70 Current Face for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 01/15/19 With Ex Date 01/01/19, CUSIP 3128MJYG9		90.35
January 15, 2019 January 15, 2019	Interest Payment of 0.03 USD on 21,697.35 Current Face for Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047 Due On 01/15/19 With Ex Date 01/01/19, CUSIP 3128MJZF0		54.24

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Income Received (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
January 22, 2019 January 22, 2019	Interest Payment of 0.035 USD on 21,379.83 Current Face for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 01/22/19 With Ex Date 01/01/19, CUSIP 36179NDR6		62.36
January 22, 2019 January 22, 2019	Interest Payment of 0.035 USD on 64,857.99 Current Face for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 01/22/19 With Ex Date 01/01/19, CUSIP 36179M2Q2		189.17
January 25, 2019 January 25, 2019	Interest Payment of 0.065 USD on 1,570.57 Current Face for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31371MXX0		8.51
January 25, 2019 January 25, 2019	Interest Payment of 0.04 USD on 58,447.27 Current Face for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31416XMW7		194.82
January 25, 2019 January 25, 2019	Interest Payment of 0.04 USD on 25,903.15 Current Face for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31418CNE0		86.34
January 25, 2019 January 25, 2019	Interest Payment of 0.04557 USD on 13,730.58 Current Face for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31410QDW8		52.14
January 25, 2019 January 25, 2019	Interest Payment of 0.03 USD on 28,154.88 Current Face for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 3138WHER9		70.39
January 25, 2019 January 25, 2019	Interest Payment of 0.065 USD on 656.99 Current Face for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31413UZ44		3.56
January 25, 2019 January 25, 2019	Interest Payment of 0.03 USD on 22,082.45 Current Face for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31418CJA3		55.21
January 25, 2019 January 25, 2019	Interest Payment of 0.035 USD on 9,479.70 Current Face for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 3138A35V5		27.65
January 25, 2019 January 25, 2019	Interest Payment of 0.035 USD on 16,596.37 Current Face for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 3140E45K9		48.41
January 25, 2019 January 25, 2019	Interest Payment of 0.035 USD on 20,412.74 Current Face for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 3138WJQ35		59.54
January 25, 2019 January 25, 2019	Interest Payment of 0.05 USD on 4,336.45 Current Face for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31402CV74		18.07
January 25, 2019 January 25, 2019	Interest Payment of 0.05 USD on 6,693.94 Current Face for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31403C6L0		27.89

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
January 25, 2019 January 25, 2019	Interest Payment of 0.055 USD on 6,178.78 Current Face for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31403DDX4		28.32
January 25, 2019 January 25, 2019	Interest Payment of 0.04 USD on 21,811.70 Current Face for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31418CPF5		72.71
January 25, 2019 January 25, 2019	Interest Payment of 0.035 USD on 32,514.68 Current Face for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31418CR89		94.83
January 25, 2019 January 25, 2019	Interest Payment of 0.035 USD on 8,069.07 Current Face for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 3138A4Y58		23.53
January 25, 2019 January 25, 2019	Interest Payment of 0.035 USD on 91,343.89 Current Face for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 01/25/19 With Ex Date 01/01/19, CUSIP 31418CPE8		266.42
February 15, 2019 February 15, 2019	Interest Payment of 0.03 USD on 22,669.38 Current Face for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 02/15/19 With Ex Date 02/01/19, CUSIP 31292SAX8		56.67
February 15, 2019 February 15, 2019	Interest Payment of 0.065 USD on 5,845.83 Current Face for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 02/15/19 With Ex Date 02/01/19, CUSIP 31283H6T7		31.66
February 15, 2019 February 15, 2019	Interest Payment of 0.03 USD on 35,891.34 Current Face for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 02/15/19 With Ex Date 02/01/19, CUSIP 3128MJYG9		89.73
February 15, 2019 February 15, 2019	Interest Payment of 0.03 USD on 50,801.92 Current Face for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 02/15/19 With Ex Date 02/01/19, CUSIP 31292L5D3		127.00
February 15, 2019 February 15, 2019	Interest Payment of 0.03 USD on 51,648.69 Current Face for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 02/15/19 With Ex Date 02/01/19, CUSIP 3128MJSP6		129.12
February 20, 2019 February 20, 2019	Interest Payment of 0.035 USD on 64,180.89 Current Face for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 02/20/19 With Ex Date 02/01/19, CUSIP 36179M2Q2		187.19
February 20, 2019 February 20, 2019	Interest Payment of 0.03 USD on 20,927.47 Current Face for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 02/20/19 With Ex Date 02/01/19, CUSIP 36179SB71		52.32
February 20, 2019 February 20, 2019	Interest Payment of 0.035 USD on 21,130.01 Current Face for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 02/20/19 With Ex Date 02/01/19, CUSIP 36179NDR6		61.63
February 25, 2019 February 25, 2019	Interest Payment of 0.065 USD on 655.56 Current Face for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31413UZ44		3.55

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
February 25, 2019 February 25, 2019	Interest Payment of 0.035 USD on 90,852.01 Current Face for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31418CPE8		264.99
February 25, 2019 February 25, 2019	Interest Payment of 0.04 USD on 21,663.13 Current Face for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31418CPF5		72.21
February 25, 2019 February 25, 2019	Interest Payment of 0.05 USD on 4,288.65 Current Face for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31402CV74		17.87
February 25, 2019 February 25, 2019	Interest Payment of 0.04557 USD on 13,682.47 Current Face for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31410QDW8		51.96
February 25, 2019 February 25, 2019	Interest Payment of 0.03 USD on 27,933.29 Current Face for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 3138WHER9		69.83
February 25, 2019 February 25, 2019	Interest Payment of 0.065 USD on 1,544.02 Current Face for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31371MXX0		8.36
February 25, 2019 February 25, 2019	Interest Payment of 0.04 USD on 58,275.31 Current Face for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31416XMW7		194.25
February 25, 2019 February 25, 2019	Interest Payment of 0.035 USD on 9,237.27 Current Face for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 3138A35V5		26.94
February 25, 2019 February 25, 2019	Interest Payment of 0.035 USD on 16,567.10 Current Face for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 3140E45K9		48.32
February 25, 2019 February 25, 2019	Interest Payment of 0.05 USD on 6,611.10 Current Face for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31403C6L0		27.55
February 25, 2019 February 25, 2019	Interest Payment of 0.03 USD on 21,957.81 Current Face for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31418CJA3		54.89
February 25, 2019 February 25, 2019	Interest Payment of 0.035 USD on 20,201.90 Current Face for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 3138WJQ35		58.92
February 25, 2019 February 25, 2019	Interest Payment of 0.035 USD on 7,907.47 Current Face for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 3138A4Y58		23.06
February 25, 2019 February 25, 2019	Interest Payment of 0.055 USD on 6,079.01 Current Face for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31403DDX4		27.86

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Income Received (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
February 25, 2019 February 25, 2019	Interest Payment of 0.035 USD on 32,315.91 Current Face for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31418CR89		94.25
February 25, 2019 February 25, 2019	Interest Payment of 0.04 USD on 25,703.07 Current Face for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 02/25/19 With Ex Date 02/01/19, CUSIP 31418CNE0		85.68
March 15, 2019 March 15, 2019	Interest Payment of 0.065 USD on 5,794.83 Current Face for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 03/15/19 With Ex Date 03/01/19, CUSIP 31283H6T7		31.39
March 15, 2019 March 15, 2019	Interest Payment of 0.03 USD on 50,335.86 Current Face for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 03/15/19 With Ex Date 03/01/19, CUSIP 31292L5D3		125.84
March 15, 2019 March 15, 2019	Interest Payment of 0.03 USD on 22,517.81 Current Face for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 03/15/19 With Ex Date 03/01/19, CUSIP 31292SAX8		56.29
March 15, 2019 March 15, 2019	Interest Payment of 0.03 USD on 35,664.50 Current Face for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 03/15/19 With Ex Date 03/01/19, CUSIP 3128MJYG9		89.16
March 15, 2019 March 15, 2019	Interest Payment of 0.03 USD on 51,316.53 Current Face for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 03/15/19 With Ex Date 03/01/19, CUSIP 3128MJSP6		128.29
March 20, 2019 March 20, 2019	Interest Payment of 0.035 USD on 63,561.88 Current Face for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 03/20/19 With Ex Date 03/01/19, CUSIP 36179M2Q2		185.39
March 20, 2019 March 20, 2019	Interest Payment of 0.03 USD on 20,727.75 Current Face for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 03/20/19 With Ex Date 03/01/19, CUSIP 36179SB71		51.82
March 20, 2019 March 20, 2019	Interest Payment of 0.035 USD on 20,938.65 Current Face for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 03/20/19 With Ex Date 03/01/19, CUSIP 36179NDR6		61.07
March 25, 2019 March 25, 2019	Interest Payment of 0.035 USD on 16,534.68 Current Face for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 3140E45K9		48.23
March 25, 2019 March 25, 2019	Interest Payment of 0.04 USD on 21,513.06 Current Face for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31418CPF5		71.71
March 25, 2019 March 25, 2019	Interest Payment of 0.035 USD on 20,039.32 Current Face for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 3138WJQ35		58.45
March 25, 2019 March 25, 2019	Interest Payment of 0.05 USD on 4,209.01 Current Face for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31402CV74		17.54

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
March 25, 2019 March 25, 2019	Interest Payment of 0.035 USD on 9,055.13 Current Face for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 3138A35V5		26.41
March 25, 2019 March 25, 2019	Interest Payment of 0.03 USD on 27,787.81 Current Face for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 3138WHER9		69.47
March 25, 2019 March 25, 2019	Interest Payment of 0.04 USD on 25,516.82 Current Face for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31418CNE0		85.06
March 25, 2019 March 25, 2019	Interest Payment of 0.03 USD on 21,862.36 Current Face for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31418CJA3		54.66
March 25, 2019 March 25, 2019	Interest Payment of 0.065 USD on 654.12 Current Face for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31413UZ44		3.54
March 25, 2019 March 25, 2019	Interest Payment of 0.04 USD on 58,102.84 Current Face for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31416XMW7		193.68
March 25, 2019 March 25, 2019	Interest Payment of 0.04557 USD on 13,641.44 Current Face for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31410QDW8		51.80
March 25, 2019 March 25, 2019	Interest Payment of 0.065 USD on 1,491.55 Current Face for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31371MXX0		8.08
March 25, 2019 March 25, 2019	Interest Payment of 0.035 USD on 90,322.84 Current Face for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31418CPE8		263.44
March 25, 2019 March 25, 2019	Interest Payment of 0.05 USD on 6,536.16 Current Face for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31403C6L0		27.23
March 25, 2019 March 25, 2019	Interest Payment of 0.055 USD on 5,988.07 Current Face for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31403DDX4		27.45
March 25, 2019 March 25, 2019	Interest Payment of 0.035 USD on 7,752.94 Current Face for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 3138A4Y58		22.61
March 25, 2019 March 25, 2019	Interest Payment of 0.035 USD on 32,117.66 Current Face for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 03/25/19 With Ex Date 03/01/19, CUSIP 31418CR89		93.68
April 15, 2019 April 15, 2019	Interest Payment of 0.03 USD on 49,867.00 Current Face for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 04/15/19 With Ex Date 04/01/19, CUSIP 31292L5D3		124.67

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Income Received (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
April 15, 2019 April 15, 2019	Interest Payment of 0.065 USD on 5,714.93 Current Face for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 04/15/19 With Ex Date 04/01/19, CUSIP 31283H6T7		30.96
April 15, 2019 April 15, 2019	Interest Payment of 0.03 USD on 35,389.61 Current Face for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 04/15/19 With Ex Date 04/01/19, CUSIP 3128MJYG9		88.47
April 15, 2019 April 15, 2019	Interest Payment of 0.03 USD on 50,961.98 Current Face for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 04/15/19 With Ex Date 04/01/19, CUSIP 3128MJSP6		127.40
April 15, 2019 April 15, 2019	Interest Payment of 0.03 USD on 22,362.86 Current Face for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 04/15/19 With Ex Date 04/01/19, CUSIP 31292SAX8		55.91
April 22, 2019 April 22, 2019	Interest Payment of 0.03 USD on 20,498.45 Current Face for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 04/22/19 With Ex Date 04/01/19, CUSIP 36179SB71		51.25
April 22, 2019 April 22, 2019	Interest Payment of 0.035 USD on 20,730.18 Current Face for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 04/22/19 With Ex Date 04/01/19, CUSIP 36179NDR6		60.46
April 22, 2019 April 22, 2019	Interest Payment of 0.035 USD on 62,949.99 Current Face for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 04/22/19 With Ex Date 04/01/19, CUSIP 36179M2Q2		183.60
April 25, 2019 April 25, 2019	Interest Payment of 0.04 USD on 25,306.09 Current Face for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31418CNE0		84.35
April 25, 2019 April 25, 2019	Interest Payment of 0.03 USD on 27,585.78 Current Face for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 3138WHER9		68.96
April 25, 2019 April 25, 2019	Interest Payment of 0.035 USD on 19,844.24 Current Face for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 3138WJQ35		57.88
April 25, 2019 April 25, 2019	Interest Payment of 0.065 USD on 1,466.62 Current Face for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31371MXX0		7.94
April 25, 2019 April 25, 2019	Interest Payment of 0.05 USD on 4,145.26 Current Face for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31402CV74		17.27
April 25, 2019 April 25, 2019	Interest Payment of 0.04557 USD on 13,592.56 Current Face for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31410QDW8		51.62
April 25, 2019 April 25, 2019	Interest Payment of 0.065 USD on 652.67 Current Face for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31413UZ44		3.54

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
April 25, 2019 April 25, 2019	Interest Payment of 0.035 USD on 16,504.86 Current Face for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 3140E45K9		48.14
April 25, 2019 April 25, 2019	Interest Payment of 0.04 USD on 57,911.61 Current Face for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31416XMW7		193.04
April 25, 2019 April 25, 2019	Interest Payment of 0.035 USD on 8,830.98 Current Face for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 3138A35V5		25.76
April 25, 2019 April 25, 2019	Interest Payment of 0.035 USD on 89,825.94 Current Face for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31418CPE8		261.99
April 25, 2019 April 25, 2019	Interest Payment of 0.035 USD on 31,921.03 Current Face for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31418CR89		93.10
April 25, 2019 April 25, 2019	Interest Payment of 0.04 USD on 21,289.47 Current Face for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31418CPF5		70.96
April 25, 2019 April 25, 2019	Interest Payment of 0.05 USD on 6,472.63 Current Face for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31403C6L0		26.97
April 25, 2019 April 25, 2019	Interest Payment of 0.035 USD on 7,584.18 Current Face for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 3138A4Y58		22.12
April 25, 2019 April 25, 2019	Interest Payment of 0.03 USD on 21,741.27 Current Face for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31418CJA3		54.35
April 25, 2019 April 25, 2019	Interest Payment of 0.055 USD on 5,907.21 Current Face for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 04/25/19 With Ex Date 04/01/19, CUSIP 31403DDX4		27.07
May 15, 2019 May 15, 2019	Interest Payment of 0.03 USD on 49,628.92 Current Face for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 05/15/19 With Ex Date 05/01/19, CUSIP 31292L5D3		124.07
May 15, 2019 May 15, 2019	Interest Payment of 0.03 USD on 50,523.95 Current Face for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 05/15/19 With Ex Date 05/01/19, CUSIP 3128MJSP6		126.31
May 15, 2019 May 15, 2019	Interest Payment of 0.03 USD on 22,166.32 Current Face for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 05/15/19 With Ex Date 05/01/19, CUSIP 31292SAX8		55.42
May 15, 2019 May 15, 2019	Interest Payment of 0.065 USD on 5,665.80 Current Face for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 05/15/19 With Ex Date 05/01/19, CUSIP 31283H6T7		30.69

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
May 15, 2019 May 15, 2019	Interest Payment of 0.03 USD on 35,099.86 Current Face for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 05/15/19 With Ex Date 05/01/19, CUSIP 3128MJYG9		87.75
May 20, 2019 May 20, 2019	Interest Payment of 0.035 USD on 20,487.83 Current Face for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 05/20/19 With Ex Date 05/01/19, CUSIP 36179NDR6		59.76
May 20, 2019 May 20, 2019	Interest Payment of 0.03 USD on 20,253.15 Current Face for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 05/20/19 With Ex Date 05/01/19, CUSIP 36179SB71		50.63
May 20, 2019 May 20, 2019	Interest Payment of 0.035 USD on 62,225.75 Current Face for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 05/20/19 With Ex Date 05/01/19, CUSIP 36179M2Q2		181.49
May 28, 2019 May 28, 2019	Interest Payment of 0.035 USD on 16,474.68 Current Face for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 3140E45K9		48.05
May 28, 2019 May 28, 2019	Interest Payment of 0.065 USD on 1,383.11 Current Face for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31371MXX0		7.49
May 28, 2019 May 28, 2019	Interest Payment of 0.03 USD on 27,344.57 Current Face for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 3138WHER9		68.36
May 28, 2019 May 28, 2019	Interest Payment of 0.04557 USD on 13,542.50 Current Face for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31410QDW8		51.43
May 28, 2019 May 28, 2019	Interest Payment of 0.03 USD on 21,598.79 Current Face for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31418CJA3		54.00
May 28, 2019 May 28, 2019	Interest Payment of 0.04 USD on 21,083.95 Current Face for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31418CPF5		70.28
May 28, 2019 May 28, 2019	Interest Payment of 0.065 USD on 651.21 Current Face for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31413UZ44		3.53
May 28, 2019 May 28, 2019	Interest Payment of 0.04 USD on 56,998.73 Current Face for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31416XMW7		190.00
May 28, 2019 May 28, 2019	Interest Payment of 0.05 USD on 4,077.90 Current Face for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31402CV74		16.99
May 28, 2019 May 28, 2019	Interest Payment of 0.035 USD on 19,685.99 Current Face for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 3138WJQ35		57.42

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
May 28, 2019 May 28, 2019	Interest Payment of 0.035 USD on 8,626.82 Current Face for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 3138A35V5		25.16
May 28, 2019 May 28, 2019	Interest Payment of 0.05 USD on 6,393.73 Current Face for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31403C6L0		26.64
May 28, 2019 May 28, 2019	Interest Payment of 0.035 USD on 31,656.50 Current Face for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31418CR89		92.33
May 28, 2019 May 28, 2019	Interest Payment of 0.035 USD on 89,157.78 Current Face for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31418CPE8		260.04
May 28, 2019 May 28, 2019	Interest Payment of 0.035 USD on 7,417.50 Current Face for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 3138A4Y58		21.63
May 28, 2019 May 28, 2019	Interest Payment of 0.055 USD on 5,821.72 Current Face for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31403DDX4		26.68
May 28, 2019 May 28, 2019	Interest Payment of 0.04 USD on 25,039.99 Current Face for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 05/28/19 With Ex Date 05/01/19, CUSIP 31418CNE0		83.47
June 17, 2019 June 17, 2019	Interest Payment of 0.03 USD on 22,019.22 Current Face for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 31292SAX8		55.05
June 17, 2019 June 17, 2019	Interest Payment of 0.03 USD on 34,742.97 Current Face for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 3128MJYG9		86.86
June 17, 2019 June 17, 2019	Interest Payment of 0.065 USD on 5,133.53 Current Face for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 31283H6T7		27.81
June 17, 2019 June 17, 2019	Interest Payment of 0.03 USD on 49,045.46 Current Face for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 31292L5D3		122.61
June 17, 2019 June 17, 2019	Interest Payment of 0.03 USD on 50,029.12 Current Face for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 3128MJSP6		125.07
June 20, 2019 June 20, 2019	Interest Payment of 0.035 USD on 20,221.85 Current Face for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 06/20/19 With Ex Date 06/01/19, CUSIP 36179NDR6		58.98
June 20, 2019 June 20, 2019	Interest Payment of 0.035 USD on 61,606.61 Current Face for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 06/20/19 With Ex Date 06/01/19, CUSIP 36179M2Q2		179.69

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
June 20, 2019 June 20, 2019	Interest Payment of 0.03 USD on 19,960.70 Current Face for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 06/20/19 With Ex Date 06/01/19, CUSIP 36179SB71		49.90
June 25, 2019 June 25, 2019	Interest Payment of 0.04557 USD on 13,493.04 Current Face for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31410QDW8		51.24
June 25, 2019 June 25, 2019	Interest Payment of 0.055 USD on 5,739.39 Current Face for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31403DDX4		26.31
June 25, 2019 June 25, 2019	Interest Payment of 0.035 USD on 31,346.71 Current Face for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CR89		91.43
June 25, 2019 June 25, 2019	Interest Payment of 0.05 USD on 6,305.33 Current Face for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31403C6L0		26.27
June 25, 2019 June 25, 2019	Interest Payment of 0.035 USD on 88,358.91 Current Face for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CPE8		257.71
June 25, 2019 June 25, 2019	Interest Payment of 0.035 USD on 7,258.80 Current Face for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3138A4Y58		21.17
June 25, 2019 June 25, 2019	Interest Payment of 0.03 USD on 21,420.52 Current Face for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CJA3		53.55
June 25, 2019 June 25, 2019	Interest Payment of 0.04 USD on 20,797.41 Current Face for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CPF5		69.32
June 25, 2019 June 25, 2019	Interest Payment of 0.03 USD on 24,256.99 Current Face for Fannie Mae Pool FN BM5024 3% 01 Nov 2048 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3140J9SN2		60.64
June 25, 2019 June 25, 2019	Interest Payment of 0.03 USD on 27,087.02 Current Face for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3138WHER9		67.72
June 25, 2019 June 25, 2019	Interest Payment of 0.04 USD on 24,748.69 Current Face for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31418CNE0		82.50
June 25, 2019 June 25, 2019	Interest Payment of 0.035 USD on 19,487.78 Current Face for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3138WJQ35		56.84
June 25, 2019 June 25, 2019	Interest Payment of 0.065 USD on 649.74 Current Face for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31413UZ44		3.52

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
June 25, 2019 June 25, 2019	Interest Payment of 0.035 USD on 8,467.32 Current Face for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3138A35V5		24.70
June 25, 2019 June 25, 2019	Interest Payment of 0.065 USD on 1,378.73 Current Face for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31371MXX0		7.47
June 25, 2019 June 25, 2019	Interest Payment of 0.035 USD on 16,444.03 Current Face for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 3140E45K9		47.96
June 25, 2019 June 25, 2019	Interest Payment of 0.04 USD on 56,835.56 Current Face for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31416XMW7		189.45
June 25, 2019 June 25, 2019	Interest Payment of 0.05 USD on 4,021.90 Current Face for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 06/25/19 With Ex Date 06/01/19, CUSIP 31402CV74		16.76
July 15, 2019 July 15, 2019	Interest Payment of 0.065 USD on 5,065.56 Current Face for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 31283H6T7		27.44
July 15, 2019 July 15, 2019	Interest Payment of 0.03 USD on 21,797.57 Current Face for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 31292SAX8		54.49
July 15, 2019 July 15, 2019	Interest Payment of 0.03 USD on 48,413.16 Current Face for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 31292L5D3		121.03
July 15, 2019 July 15, 2019	Interest Payment of 0.03 USD on 49,448.06 Current Face for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 3128MJSP6		123.62
July 15, 2019 July 15, 2019	Interest Payment of 0.03 USD on 34,331.54 Current Face for Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 Due On 07/15/19 With Ex Date 07/01/19, CUSIP 3128MJYG9		85.83
July 22, 2019 July 22, 2019	Interest Payment of 0.03 USD on 19,613.44 Current Face for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 07/22/19 With Ex Date 07/01/19, CUSIP 36179SB71		49.03
July 22, 2019 July 22, 2019	Interest Payment of 0.035 USD on 19,936.45 Current Face for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 07/22/19 With Ex Date 07/01/19, CUSIP 36179NDR6		58.15
July 22, 2019 July 22, 2019	Interest Payment of 0.035 USD on 60,858.17 Current Face for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 07/22/19 With Ex Date 07/01/19, CUSIP 36179M2Q2		177.50
July 25, 2019 July 25, 2019	Interest Payment of 0.065 USD on 648.26 Current Face for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31413UZ44		3.51

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
July 25, 2019 July 25, 2019	Interest Payment of 0.04 USD on 20,478.63 Current Face for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CPF5		68.26
July 25, 2019 July 25, 2019	Interest Payment of 0.04 USD on 24,334.35 Current Face for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CNE0		81.11
July 25, 2019 July 25, 2019	Interest Payment of 0.035 USD on 16,413.19 Current Face for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3140E45K9		47.87
July 25, 2019 July 25, 2019	Interest Payment of 0.035 USD on 19,235.75 Current Face for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3138WJQ35		56.10
July 25, 2019 July 25, 2019	Interest Payment of 0.03 USD on 26,792.42 Current Face for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3138WHER9		66.98
July 25, 2019 July 25, 2019	Interest Payment of 0.035 USD on 8,282.02 Current Face for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3138A35V5		24.16
July 25, 2019 July 25, 2019	Interest Payment of 0.04557 USD on 13,435.63 Current Face for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31410QDW8		51.02
July 25, 2019 July 25, 2019	Interest Payment of 0.05 USD on 3,949.27 Current Face for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31402CV74		16.46
July 25, 2019 July 25, 2019	Interest Payment of 0.03 USD on 21,304.93 Current Face for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CJA3		53.26
July 25, 2019 July 25, 2019	Interest Payment of 0.065 USD on 1,374.26 Current Face for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31371MXX0		7.44
July 25, 2019 July 25, 2019	Interest Payment of 0.04 USD on 56,671.26 Current Face for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31416XMW7		188.90
July 25, 2019 July 25, 2019	Interest Payment of 0.035 USD on 30,966.13 Current Face for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CR89		90.32
July 25, 2019 July 25, 2019	Interest Payment of 0.05 USD on 6,208.18 Current Face for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31403C6L0		25.87
July 25, 2019 July 25, 2019	Interest Payment of 0.055 USD on 5,645.68 Current Face for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31403DDX4		25.88

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
July 25, 2019 July 25, 2019	Interest Payment of 0.03 USD on 24,059.52 Current Face for Fannie Mae Pool FN BM5024 3% 01 Nov 2048 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3140J9SN2		60.15
July 25, 2019 July 25, 2019	Interest Payment of 0.035 USD on 87,497.01 Current Face for Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 31418CPE8		255.20
July 25, 2019 July 25, 2019	Interest Payment of 0.035 USD on 7,064.44 Current Face for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 07/25/19 With Ex Date 07/01/19, CUSIP 3138A4Y58		20.60
August 15, 2019 August 15, 2019	Interest Payment of 0.065 USD on 4,833.36 Current Face for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 08/15/19 With Ex Date 08/01/19, CUSIP 31283H6T7		26.18
August 15, 2019 August 15, 2019	Interest Payment of 0.03 USD on 48,925.96 Current Face for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 08/15/19 With Ex Date 08/01/19, CUSIP 3128MJSP6		122.31
August 15, 2019 August 15, 2019	Interest Payment of 0.03 USD on 21,589.71 Current Face for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 08/15/19 With Ex Date 08/01/19, CUSIP 31292SAX8		53.97
August 15, 2019 August 15, 2019	Interest Payment of 0.03 USD on 47,613.33 Current Face for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 08/15/19 With Ex Date 08/01/19, CUSIP 31292L5D3		119.03
August 20, 2019 August 20, 2019	Interest Payment of 0.03 USD on 19,304.17 Current Face for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 08/20/19 With Ex Date 08/01/19, CUSIP 36179SB71		48.26
August 20, 2019 August 20, 2019	Interest Payment of 0.035 USD on 19,639.98 Current Face for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 08/20/19 With Ex Date 08/01/19, CUSIP 36179NDR6		57.28
August 20, 2019 August 20, 2019	Interest Payment of 0.035 USD on 43,826.60 Current Face for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 08/20/19 With Ex Date 08/01/19, CUSIP 36179M2Q2		127.83
August 26, 2019 August 26, 2019	Interest Payment of 0.03 USD on 21,156.09 Current Face for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31418CJA3		52.89
August 26, 2019 August 26, 2019	Interest Payment of 0.04 USD on 20,178.41 Current Face for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31418CPF5		67.26
August 26, 2019 August 26, 2019	Interest Payment of 0.04557 USD on 13,392.58 Current Face for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31410QDW8		50.86
August 26, 2019 August 26, 2019	Interest Payment of 0.035 USD on 16,382.90 Current Face for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3140E45K9		47.78

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
August 26, 2019 August 26, 2019	Interest Payment of 0.04 USD on 56,505.43 Current Face for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31416XMW7		188.35
August 26, 2019 August 26, 2019	Interest Payment of 0.065 USD on 1,309.98 Current Face for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31371MXX0		7.10
August 26, 2019 August 26, 2019	Interest Payment of 0.05 USD on 3,888.47 Current Face for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31402CV74		16.20
August 26, 2019 August 26, 2019	Interest Payment of 0.04 USD on 23,922.44 Current Face for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31418CNE0		79.74
August 26, 2019 August 26, 2019	Interest Payment of 0.065 USD on 646.78 Current Face for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31413UZ44		3.50
August 26, 2019 August 26, 2019	Interest Payment of 0.035 USD on 6,901.55 Current Face for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3138A4Y58		20.13
August 26, 2019 August 26, 2019	Interest Payment of 0.055 USD on 5,544.85 Current Face for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31403DDX4		25.41
August 26, 2019 August 26, 2019	Interest Payment of 0.05 USD on 6,128.30 Current Face for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31403C6L0		25.53
August 26, 2019 August 26, 2019	Interest Payment of 0.035 USD on 18,968.01 Current Face for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3138WJQ35		55.32
August 26, 2019 August 26, 2019	Interest Payment of 0.03 USD on 23,883.04 Current Face for Fannie Mae Pool FN BM5024 3% 01 Nov 2048 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3140J9SN2		59.71
August 26, 2019 August 26, 2019	Interest Payment of 0.035 USD on 8,111.04 Current Face for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3138A35V5		23.66
August 26, 2019 August 26, 2019	Interest Payment of 0.03 USD on 26,465.87 Current Face for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 3138WHER9		66.16
August 26, 2019 August 26, 2019	Interest Payment of 0.035 USD on 30,621.67 Current Face for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 08/26/19 With Ex Date 08/01/19, CUSIP 31418CR89		89.31
September 16, 2019 September 16, 2019	Interest Payment of 0.03 USD on 48,368.69 Current Face for Freddie Mac Gold Pool FG G08525 3% 01 May 2043 Due On 09/16/19 With Ex Date 09/01/19, CUSIP 3128MJSP6		120.92

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Income Received (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
September 16, 2019 September 16, 2019	Interest Payment of 0.03 USD on 21,338.25 Current Face for Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 Due On 09/16/19 With Ex Date 09/01/19, CUSIP 31292SAX8		53.35
September 16, 2019 September 16, 2019	Interest Payment of 0.03 USD on 47,109.51 Current Face for Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 Due On 09/16/19 With Ex Date 09/01/19, CUSIP 31292L5D3		117.77
September 16, 2019 September 16, 2019	Interest Payment of 0.065 USD on 4,727.68 Current Face for Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 Due On 09/16/19 With Ex Date 09/01/19, CUSIP 31283H6T7		25.61
September 20, 2019 September 20, 2019	Interest Payment of 0.035 USD on 43,161.98 Current Face for Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 Due On 09/20/19 With Ex Date 09/01/19, CUSIP 36179M2Q2		125.89
September 20, 2019 September 20, 2019	Interest Payment of 0.035 USD on 19,323.19 Current Face for Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 Due On 09/20/19 With Ex Date 09/01/19, CUSIP 36179NDR6		56.36
September 20, 2019 September 20, 2019	Interest Payment of 0.03 USD on 18,947.93 Current Face for Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 Due On 09/20/19 With Ex Date 09/01/19, CUSIP 36179SB71		47.37
September 25, 2019 September 25, 2019	Interest Payment of 0.035 USD on 6,752.45 Current Face for Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3138A4Y58		19.69
September 25, 2019 September 25, 2019	Interest Payment of 0.035 USD on 7,841.29 Current Face for Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3138A35V5		22.87
September 25, 2019 September 25, 2019	Interest Payment of 0.03 USD on 23,648.64 Current Face for Fannie Mae Pool FN BM5024 3% 01 Nov 2048 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3140J9SN2		59.12
September 25, 2019 September 25, 2019	Interest Payment of 0.065 USD on 645.29 Current Face for Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31413UZ44		3.50
September 25, 2019 September 25, 2019	Interest Payment of 0.065 USD on 1,305.72 Current Face for Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31371MXX0		7.07
September 25, 2019 September 25, 2019	Interest Payment of 0.05 USD on 3,832.17 Current Face for Fannie Mae Pool FN 725238 5% 01 Mar 2034 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31402CV74		15.97
September 25, 2019 September 25, 2019	Interest Payment of 0.03 USD on 26,133.03 Current Face for Fannie Mae Pool FN AS7343 3% 01 Jun 2046 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3138WHER9		65.33
September 25, 2019 September 25, 2019	Interest Payment of 0.035 USD on 18,709.21 Current Face for Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3138WJQ35		54.57

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Income Received (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
Agency MBS (continued)			
September 25, 2019 September 25, 2019	Interest Payment of 0.03 USD on 20,929.39 Current Face for Fannie Mae Pool FN MA2956 3% 01 Apr 2047 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31418CJA3		52.32
September 25, 2019 September 25, 2019	Interest Payment of 0.04 USD on 55,636.84 Current Face for Fannie Mae Pool FN AB2172 4% 01 Feb 2041 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31416XMW7		185.46
September 25, 2019 September 25, 2019	Interest Payment of 0.035 USD on 16,348.99 Current Face for Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 3140E45K9		47.68
September 25, 2019 September 25, 2019	Interest Payment of 0.04 USD on 19,790.72 Current Face for Fannie Mae Pool FN MA3121 4% 01 Sep 2047 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31418CPF5		65.97
September 25, 2019 September 25, 2019	Interest Payment of 0.04 USD on 23,422.75 Current Face for Fannie Mae Pool FN MA3088 4% 01 Aug 2047 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31418CNE0		78.08
September 25, 2019 September 25, 2019	Interest Payment of 0.04557 USD on 13,339.07 Current Face for Fannie Mae Pool FN 893917 Flt 01 Oct 2036 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31410QDW8		50.66
September 25, 2019 September 25, 2019	Interest Payment of 0.035 USD on 30,119.29 Current Face for Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31418CR89		87.85
September 25, 2019 September 25, 2019	Interest Payment of 0.05 USD on 6,030.21 Current Face for Fannie Mae Pool FN 745275 5% 01 Feb 2036 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31403C6L0		25.13
September 25, 2019 September 25, 2019	Interest Payment of 0.055 USD on 5,456.47 Current Face for Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 Due On 09/25/19 With Ex Date 09/01/19, CUSIP 31403DDX4		25.01
Total Agency MBS		**$0.00**	**$21,385.92**
CMBS			
October 15, 2018 October 15, 2018	Interest Payment of 0.03612 USD on 15,000.00 Current Face for COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 12625KAE5		45.15
October 15, 2018 October 15, 2018	Interest Payment of 0.03093 USD on 10,000.00 Current Face for Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 17320DAG3		25.78
October 15, 2018 October 15, 2018	Interest Payment of 0.04046 USD on 10,000.00 Current Face for COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 12591KAE5		33.72

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
CMBS (continued)			
October 15, 2018 October 15, 2018	Interest Payment of 0.0025758 USD on 10,000.00 Current Face for UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049 Due On 10/15/18 With Ex Date 10/01/18, CUSIP 90349DAD4		25.76
October 17, 2018 October 17, 2018	Interest Payment of 0.03001 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 10/17/18 With Ex Date 10/01/18, CUSIP 92936YAC5		25.01
October 17, 2018 October 17, 2018	Interest Payment of 0.0341 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 Due On 10/17/18 With Ex Date 10/01/18, CUSIP 92939FAT6		28.42
November 13, 2018 November 13, 2018	Interest Payment of 0.03093 USD on 10,000.00 Current Face for Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 Due On 11/13/18 With Ex Date 11/01/18, CUSIP 17320DAG3		25.78
November 13, 2018 November 13, 2018	Interest Payment of 0.03612 USD on 15,000.00 Current Face for COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 Due On 11/13/18 With Ex Date 11/01/18, CUSIP 12625KAE5		45.15
November 13, 2018 November 13, 2018	Interest Payment of 0.04046 USD on 10,000.00 Current Face for COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 Due On 11/13/18 With Ex Date 11/01/18, CUSIP 12591KAE5		33.72
November 19, 2018 November 19, 2018	Interest Payment of 0.0341 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 Due On 11/19/18 With Ex Date 11/01/18, CUSIP 92939FAT6		28.42
November 19, 2018 November 19, 2018	Interest Payment of 0.0025008 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 11/19/18 With Ex Date 11/01/18, CUSIP 92936YAC5		25.01
November 19, 2018 November 19, 2018	Interest Payment of 0.0025008 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 11/19/18 With Ex Date 11/19/18, CUSIP 92936YAC5		25.01
November 19, 2018 November 19, 2018	Reversal of Interest Payment of 0.0025008 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 11/19/18 With Ex Date 11/19/18, CUSIP 92936YAC5		-25.01

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
CMBS (continued)			
December 12, 2018 December 12, 2018	Interest Payment of 0.03612 USD on 15,000.00 Current Face for COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 Due On 12/12/18 With Ex Date 12/01/18, CUSIP 12625KAE5		45.15
December 12, 2018 December 12, 2018	Interest Payment of 0.03093 USD on 10,000.00 Current Face for Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 Due On 12/12/18 With Ex Date 12/01/18, CUSIP 17320DAG3		25.78
December 12, 2018 December 12, 2018	Interest Payment of 0.04046 USD on 10,000.00 Current Face for COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 Due On 12/12/18 With Ex Date 12/01/18, CUSIP 12591KAE5		33.72
December 17, 2018 December 17, 2018	Interest Payment of 0.0341 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 92939FAT6		28.42
December 17, 2018 December 17, 2018	Interest Payment of 0.03001 USD on 20,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 12/17/18 With Ex Date 12/01/18, CUSIP 92936YAC5		50.02
January 11, 2019 January 11, 2019	Interest Payment of 0.03091 USD on 10,000.00 Current Face for UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049 Due On 01/11/19 With Ex Date 01/01/19, CUSIP 90349DAD4		25.76
January 11, 2019 January 11, 2019	Interest Payment of 0.03093 USD on 10,000.00 Current Face for Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 Due On 01/11/19 With Ex Date 01/01/19, CUSIP 17320DAG3		25.78
January 11, 2019 January 11, 2019	Interest Payment of 0.04046 USD on 10,000.00 Current Face for COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 Due On 01/11/19 With Ex Date 01/01/19, CUSIP 12591KAE5		33.72
January 11, 2019 January 11, 2019	Interest Payment of 0.03612 USD on 15,000.00 Current Face for COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 Due On 01/11/19 With Ex Date 01/01/19, CUSIP 12625KAE5		45.15
January 17, 2019 January 17, 2019	Interest Payment of 0.03001 USD on 20,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 01/17/19 With Ex Date 01/01/19, CUSIP 92936YAC5		50.02

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
CMBS (continued)			
January 17, 2019 January 17, 2019	Interest Payment of 0.0341 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 Due On 01/17/19 With Ex Date 01/01/19, CUSIP 92939FAT6		28.42
February 12, 2019 February 12, 2019	Interest Payment of 0.03093 USD on 10,000.00 Current Face for Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 Due On 02/12/19 With Ex Date 02/01/19, CUSIP 17320DAG3		25.78
February 12, 2019 February 12, 2019	Interest Payment of 0.0025758 USD on 10,000.00 Current Face for UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049 Due On 02/12/19 With Ex Date 02/12/19, CUSIP 90349DAD4		25.76
February 12, 2019 February 12, 2019	Interest Payment of 0.0033717 USD on 10,000.00 Current Face for COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 Due On 02/12/19 With Ex Date 02/12/19, CUSIP 12591KAE5		33.72
February 12, 2019 February 12, 2019	Interest Payment of 0.00301 USD on 15,000.00 Current Face for COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 Due On 02/12/19 With Ex Date 02/12/19, CUSIP 12625KAE5		45.15
February 15, 2019 February 15, 2019	Interest Payment of 0.03001 USD on 20,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 02/15/19 With Ex Date 02/01/19, CUSIP 92936YAC5		50.02
February 15, 2019 February 15, 2019	Interest Payment of 0.0028417 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 Due On 02/15/19 With Ex Date 02/15/19, CUSIP 92939FAT6		28.42
March 12, 2019 March 12, 2019	Interest Payment of 0.0025775 USD on 10,000.00 Current Face for Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 Due On 03/12/19 With Ex Date 03/03/19, CUSIP 17320DAG3		25.78
March 12, 2019 March 12, 2019	Interest Payment of 0.0033717 USD on 10,000.00 Current Face for COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 Due On 03/12/19 With Ex Date 03/03/19, CUSIP 12591KAE5		33.72
March 12, 2019 March 12, 2019	Interest Payment of 0.0025758 USD on 10,000.00 Current Face for UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049 Due On 03/12/19 With Ex Date 03/03/19, CUSIP 90349DAD4		25.76

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
CMBS (continued)			
March 12, 2019 March 12, 2019	Interest Payment of 0.00301 USD on 15,000.00 Current Face for COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 Due On 03/12/19 With Ex Date 03/03/19, CUSIP 12625KAE5		45.15
March 15, 2019 March 15, 2019	Interest Payment of 0.0341 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 Due On 03/15/19 With Ex Date 03/01/19, CUSIP 92939FAT6		28.42
March 15, 2019 March 15, 2019	Interest Payment of 0.03001 USD on 20,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 03/15/19 With Ex Date 03/01/19, CUSIP 92936YAC5		50.02
April 12, 2019 April 12, 2019	Interest Payment of 0.0025775 USD on 10,000.00 Current Face for Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 Due On 04/12/19 With Ex Date 04/03/19, CUSIP 17320DAG3		25.78
April 12, 2019 April 12, 2019	Interest Payment of 0.0025758 USD on 10,000.00 Current Face for UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049 Due On 04/12/19 With Ex Date 04/03/19, CUSIP 90349DAD4		25.76
April 12, 2019 April 12, 2019	Interest Payment of 0.04046 USD on 10,000.00 Current Face for COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 Due On 04/12/19 With Ex Date 04/03/19, CUSIP 12591KAE5		33.72
April 12, 2019 April 12, 2019	Interest Payment of 0.03612 USD on 15,000.00 Current Face for COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 Due On 04/12/19 With Ex Date 04/03/19, CUSIP 12625KAE5		45.15
April 15, 2019 April 15, 2019	Interest Payment of 0.03001 USD on 20,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 04/15/19 With Ex Date 04/01/19, CUSIP 92936YAC5		50.02
April 17, 2019 April 17, 2019	Interest Payment of 0.0028417 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 Due On 04/17/19 With Ex Date 04/03/19, CUSIP 92939FAT6		28.42
May 10, 2019 May 10, 2019	Interest Payment of 0.0033717 USD on 10,000.00 Current Face for COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 Due On 05/10/19 With Ex Date 05/01/19, CUSIP 12591KAE5		33.72

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
CMBS (continued)			
May 10, 2019 May 10, 2019	Interest Payment of 0.0025775 USD on 10,000.00 Current Face for Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 Due On 05/10/19 With Ex Date 05/01/19, CUSIP 17320DAG3		25.78
May 10, 2019 May 10, 2019	Interest Payment of 0.0025758 USD on 10,000.00 Current Face for UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049 Due On 05/10/19 With Ex Date 05/01/19, CUSIP 90349DAD4		25.76
May 10, 2019 May 10, 2019	Interest Payment of 0.00301 USD on 15,000.00 Current Face for COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 Due On 05/10/19 With Ex Date 05/01/19, CUSIP 12625KAE5		45.15
May 17, 2019 May 17, 2019	Interest Payment of 0.0025008 USD on 20,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 05/17/19 With Ex Date 05/03/19, CUSIP 92936YAC5		50.02
May 17, 2019 May 17, 2019	Interest Payment of 0.0028417 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 Due On 05/17/19 With Ex Date 05/03/19, CUSIP 92939FAT6		28.42
June 12, 2019 June 12, 2019	Interest Payment of 0.00301 USD on 15,000.00 Current Face for COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 Due On 06/12/19 With Ex Date 06/03/19, CUSIP 12625KAE5		45.15
June 12, 2019 June 12, 2019	Interest Payment of 0.0025758 USD on 10,000.00 Current Face for UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049 Due On 06/12/19 With Ex Date 06/03/19, CUSIP 90349DAD4		25.76
June 12, 2019 June 12, 2019	Interest Payment of 0.0033717 USD on 10,000.00 Current Face for COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 Due On 06/12/19 With Ex Date 06/03/19, CUSIP 12591KAE5		33.72
June 12, 2019 June 12, 2019	Interest Payment of 0.0025775 USD on 10,000.00 Current Face for Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 Due On 06/12/19 With Ex Date 06/03/19, CUSIP 17320DAG3		25.78
June 17, 2019 June 17, 2019	Interest Payment of 0.03001 USD on 20,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 06/17/19 With Ex Date 06/01/19, CUSIP 92936YAC5		50.02

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
CMBS (continued)			
June 17, 2019 June 17, 2019	Interest Payment of 0.0341 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 Due On 06/17/19 With Ex Date 06/03/19, CUSIP 92939FAT6		28.42
July 12, 2019 July 12, 2019	Interest Payment of 0.0025775 USD on 10,000.00 Current Face for Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 Due On 07/12/19 With Ex Date 07/03/19, CUSIP 17320DAG3		25.78
July 12, 2019 July 12, 2019	Interest Payment of 0.00301 USD on 15,000.00 Current Face for COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 Due On 07/12/19 With Ex Date 07/03/19, CUSIP 12625KAE5		45.15
July 12, 2019 July 12, 2019	Interest Payment of 0.0025758 USD on 10,000.00 Current Face for UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049 Due On 07/12/19 With Ex Date 07/03/19, CUSIP 90349DAD4		25.76
July 12, 2019 July 12, 2019	Interest Payment of 0.0033717 USD on 10,000.00 Current Face for COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 Due On 07/12/19 With Ex Date 07/03/19, CUSIP 12591KAE5		33.72
July 17, 2019 July 17, 2019	Interest Payment of 0.0028417 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 Due On 07/17/19 With Ex Date 07/03/19, CUSIP 92939FAT6		28.42
July 17, 2019 July 17, 2019	Interest Payment of 0.0025008 USD on 20,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 07/17/19 With Ex Date 07/03/19, CUSIP 92936YAC5		50.02
August 12, 2019 August 12, 2019	Interest Payment of 0.0025775 USD on 10,000.00 Current Face for Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 Due On 08/12/19 With Ex Date 08/03/19, CUSIP 17320DAG3		25.78
August 12, 2019 August 12, 2019	Interest Payment of 0.00301 USD on 15,000.00 Current Face for COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 Due On 08/12/19 With Ex Date 08/03/19, CUSIP 12625KAE5		45.15
August 12, 2019 August 12, 2019	Interest Payment of 0.0033717 USD on 10,000.00 Current Face for COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 Due On 08/12/19 With Ex Date 08/03/19, CUSIP 12591KAE5		33.72

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
CMBS (continued)			
August 16, 2019 August 16, 2019	Interest Payment of 0.0028417 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 Due On 08/16/19 With Ex Date 08/02/19, CUSIP 92939FAT6		28.42
August 16, 2019 August 16, 2019	Interest Payment of 0.0025008 USD on 20,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 08/16/19 With Ex Date 08/02/19, CUSIP 92936YAC5		50.02
September 12, 2019 September 12, 2019	Interest Payment of 0.0025775 USD on 10,000.00 Current Face for Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 Due On 09/12/19 With Ex Date 09/03/19, CUSIP 17320DAG3		25.78
September 12, 2019 September 12, 2019	Interest Payment of 0.00301 USD on 15,000.00 Current Face for COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 Due On 09/12/19 With Ex Date 09/03/19, CUSIP 12625KAE5		45.15
September 12, 2019 September 12, 2019	Interest Payment of 0.0033717 USD on 10,000.00 Current Face for COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 Due On 09/12/19 With Ex Date 09/03/19, CUSIP 12591KAE5		33.72
September 17, 2019 September 17, 2019	Interest Payment of 0.0341 USD on 10,000.00 Current Face for WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 Due On 09/17/19 With Ex Date 09/03/19, CUSIP 92939FAT6		28.42
September 17, 2019 September 17, 2019	Interest Payment of 0.0025008 USD on 20,000.00 Current Face for WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 Due On 09/17/19 With Ex Date 09/03/19, CUSIP 92936YAC5		50.02
Total CMBS		**$0.00**	**$2,353.14**
US Credit			
March 9, 2018 March 9, 2018	Reversal of Interest Payment 0.0875 USD Lincoln National Corp 8.75% 01 Jul 2019 For 7,000.00 Par Value Due on 03/09/18 With Ex Date 03/09/18, CUSIP 534187AX7		-115.69
March 9, 2018 March 9, 2018	Interest Payment 0.0875 USD Lincoln National Corp 8.75% 01/07/2019 For 7,000.00 Par Value Due on 03/09/18 With Ex Date 03/09/18, CUSIP 534187AX7		115.69
October 1, 2018 October 1, 2018	Interest Payment 0.037 USD Gilead Sciences Inc 3.7% 01 Apr 2024 For 10,000.00 Par Value Due on 10/01/18 With Ex Date 10/01/18, CUSIP 375558AW3		185.00

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
October 1, 2018 October 1, 2018	Interest Payment 0.0245 USD Southern Co Gas Capital Corp 2.45% 01 Oct 2023 For 10,000.00 Par Value Due on 10/01/18 With Ex Date 10/01/18, CUSIP 8426EPAA6		122.50
October 1, 2018 October 1, 2018	Interest Payment 0.046 USD Wells Fargo & Co 4.6% 01 Apr 2021 For 10,000.00 Par Value Due on 10/01/18 With Ex Date 10/01/18, CUSIP 94974BEV8		230.00
October 1, 2018 October 1, 2018	Interest Payment 0.0445 USD AT&T Inc 4.45% 01 Apr 2024 For 15,000.00 Par Value Due on 10/01/18 With Ex Date 10/01/18, CUSIP 00206RDC3		333.75
October 1, 2018 October 1, 2018	Interest Payment 0.02 USD Home Depot Inc/The 2% 01 Apr 2021 For 5,000.00 Par Value Due on 10/01/18 With Ex Date 10/01/18, CUSIP 437076BL5		50.00
October 1, 2018 October 1, 2018	Interest Payment 0.027 USD Citigroup Inc 2.7% 30 Mar 2021 For 5,000.00 Par Value Due on 10/01/18 With Ex Date 09/30/18, CUSIP 172967KK6		67.50
October 15, 2018 October 15, 2018	Interest Payment 0.042 USD Interpublic Group of Cos Inc/The 4.2% 15 Apr 2024 For 5,000.00 Par Value Due on 10/15/18 With Ex Date 10/15/18, CUSIP 460690BL3		105.00
October 15, 2018 October 15, 2018	Interest Payment 0.03 USD Thermo Fisher Scientific Inc 3% 15 Apr 2023 For 5,000.00 Par Value Due on 10/15/18 With Ex Date 10/15/18, CUSIP 883556BN1		75.00
October 15, 2018 October 15, 2018	Interest Payment 0.037 USD Ameriprise Financial Inc 3.7% 15 Oct 2024 For 5,000.00 Par Value Due on 10/15/18 With Ex Date 10/15/18, CUSIP 03076CAG1		92.50
October 15, 2018 October 15, 2018	Interest Payment 0.0375 USD Duke Energy Corp 3.75% 15 Apr 2024 For 15,000.00 Par Value Due on 10/15/18 With Ex Date 10/15/18, CUSIP 26441CAN5		281.25
October 17, 2018 October 17, 2018	Interest Payment 0.029 USD Toyota Motor Credit Corp 2.9% 17 Apr 2024 For 5,000.00 Par Value Due on 10/17/18 With Ex Date 10/17/18, CUSIP 89236TDW2		72.50
October 29, 2018 October 29, 2018	Interest Payment 0.05134 USD Telefonica Emisiones SAU 5.134% 27 Apr 2020 For 20,000.00 Par Value Due on 10/29/18 With Ex Date 10/27/18, CUSIP 87938WAM5		513.40
October 30, 2018 October 30, 2018	Interest Payment 0.0345 USD Capital One Financial Corp 3.45% 30 Apr 2021 For 5,000.00 Par Value Due on 10/30/18 With Ex Date 10/30/18, CUSIP 14040HBY0		86.25
October 30, 2018 October 30, 2018	Interest Payment 0.035 USD International Business Machines Corp 7% 30 Oct 2025 For 5,000.00 Par Value Due on 10/30/18 With Ex Date 10/30/18, CUSIP 459200AM3		175.00
November 1, 2018 November 1, 2018	Interest Payment 0.03125 USD Amgen Inc 3.125% 01 May 2025 For 10,000.00 Par Value Due on 11/01/18 With Ex Date 11/01/18, CUSIP 031162BY5		156.25

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
November 1, 2018 November 1, 2018	Interest Payment 0.034 USD Citigroup Inc 3.4% 01 May 2026 For 10,000.00 Par Value Due on 11/01/18 With Ex Date 11/01/18, CUSIP 172967KN0		170.00
November 5, 2018 November 5, 2018	Interest Payment 0.023 USD ACE INA Holdings Inc 2.3% 03 Nov 2020 For 10,000.00 Par Value Due on 11/05/18 With Ex Date 11/03/18, CUSIP 00440EAT4		115.00
November 5, 2018 November 5, 2018	Interest Payment 0.0265 USD Microsoft Corp 2.65% 03 Nov 2022 For 5,000.00 Par Value Due on 11/05/18 With Ex Date 11/03/18, CUSIP 594918BH6		66.25
November 6, 2018 November 6, 2018	Interest Payment 0.029 USD AbbVie Inc 2.9% 06 Nov 2022 For 10,000.00 Par Value Due on 11/06/18 With Ex Date 11/06/18, CUSIP 00287YAL3		145.00
November 13, 2018 November 13, 2018	Interest Payment 0.0325 USD Philip Morris International Inc 3.25% 10 Nov 2024 For 5,000.00 Par Value Due on 11/13/18 With Ex Date 11/10/18, CUSIP 718172BM0		81.25
November 15, 2018 November 15, 2018	Interest Payment 0.03375 USD GlaxoSmithKline Capital Inc 3.375% 15 May 2023 For 5,000.00 Par Value Due on 11/15/18 With Ex Date 11/15/18, CUSIP 377372AL1		84.38
November 15, 2018 November 15, 2018	Interest Payment 0.0345 USD Canadian Natural Resources Ltd 3.45% 15 Nov 2021 For 5,000.00 Par Value Due on 11/15/18 With Ex Date 11/15/18, CUSIP 136385AR2		86.25
November 15, 2018 November 15, 2018	Interest Payment 0.0375 USD Berkshire Hathaway Energy Co 3.75% 15 Nov 2023 For 10,000.00 Par Value Due on 11/15/18 With Ex Date 11/15/18, CUSIP 59562VAY3		187.50
November 15, 2018 November 15, 2018	Interest Payment 0.03125 USD Roper Technologies Inc 3.125% 15 Nov 2022 For 5,000.00 Par Value Due on 11/15/18 With Ex Date 11/15/18, CUSIP 776696AE6		78.13
November 15, 2018 November 15, 2018	Interest Payment 0.03125 USD Anthem Inc 3.125% 15 May 2022 For 5,000.00 Par Value Due on 11/15/18 With Ex Date 11/15/18, CUSIP 94973VAX5		78.13
November 15, 2018 November 15, 2018	Interest Payment 0.04125 USD CVS Health Corp 4.125% 15 May 2021 For 5,000.00 Par Value Due on 11/15/18 With Ex Date 11/15/18, CUSIP 126650BW9		103.13
November 15, 2018 November 15, 2018	Interest Payment 0.0425 USD TransCanada PipeLines Ltd 4.25% 15 May 2028 For 5,000.00 Par Value Due on 11/15/18 With Ex Date 11/15/18, CUSIP 89352HAW9		110.97
November 19, 2018 November 19, 2018	Interest Payment 0.02419 USD Chevron Corp 2.419% 17 Nov 2020 For 5,000.00 Par Value Due on 11/19/18 With Ex Date 11/17/18, CUSIP 166764AY6		60.48
November 19, 2018 November 19, 2018	Interest Payment 0.0315 USD Aptiv Plc Note 3.150%19 Nov 2020 For 10,000.00 Par Value Due on 11/19/18 With Ex Date 11/19/18, CUSIP 03835VAA4		157.50

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
November 28, 2018 November 28, 2018	Interest Payment 0.03216 USD BP Capital Markets PLC 3.216% 28 Nov 2023 For 10,000.00 Par Value Due on 11/28/18 With Ex Date 11/28/18, CUSIP 05565QDG0		160.80
November 30, 2018 November 30, 2018	Interest Payment 0.029 USD Abbott Laboratories 2.9% 30 Nov 2021 For 15,000.00 Par Value Due on 11/30/18 With Ex Date 11/30/18, CUSIP 002824BD1		217.50
November 30, 2018 November 30, 2018	Interest Payment 0.04125 USD Vodafone Group PLC 4.125% 30 May 2025 For 5,000.00 Par Value Due on 11/30/18 With Ex Date 11/30/18, CUSIP 92857WBJ8		103.13
December 3, 2018 December 3, 2018	Interest Payment 0.0275 USD CVS Health Corp 2.75% 01 Dec 2022 For 5,000.00 Par Value Due on 12/03/18 With Ex Date 12/01/18, CUSIP 126650BZ2		68.75
December 3, 2018 December 3, 2018	Interest Payment 0.0425 USD CSX Corp 4.25% 01 Jun 2021 For 10,000.00 Par Value Due on 12/03/18 With Ex Date 12/01/18, CUSIP 126408GV9		212.50
December 3, 2018 December 3, 2018	Interest Payment 0.03125 USD Sherwin-Williams Co/The 3.125% 01 Jun 2024 For 5,000.00 Par Value Due on 12/03/18 With Ex Date 12/01/18, CUSIP 824348AV8		78.13
December 3, 2018 December 3, 2018	Interest Payment 0.0325 USD Norfolk Southern Corp 3.25% 01 Dec 2021 For 10,000.00 Par Value Due on 12/03/18 With Ex Date 12/01/18, CUSIP 655844BG2		162.50
December 3, 2018 December 3, 2018	Interest Payment 0.0275 USD Sherwin-Williams Co/The 2.75% 01 Jun 2022 For 5,000.00 Par Value Due on 12/03/18 With Ex Date 12/01/18, CUSIP 824348AU0		68.75
December 3, 2018 December 3, 2018	Interest Payment 0.027 USD Fiserv Inc 2.7% 01 Jun 2020 For 10,000.00 Par Value Due on 12/03/18 With Ex Date 12/01/18, CUSIP 337738AN8		135.00
December 3, 2018 December 3, 2018	Interest Payment 0.0385 USD Fiserv Inc 3.85% 01 Jun 2025 For 5,000.00 Par Value Due on 12/03/18 With Ex Date 12/01/18, CUSIP 337738AP3		96.25
December 3, 2018 December 3, 2018	Interest Payment 0.0365 USD Anthem Inc 3.65% 01 Dec 2027 For 5,000.00 Par Value Due on 12/03/18 With Ex Date 12/01/18, CUSIP 036752AB9		91.25
December 17, 2018 December 17, 2018	Interest Payment 0.0465 USD TC PipeLines LP 4.65% 15 Jun 2021 For 10,000.00 Par Value Due on 12/17/18 With Ex Date 12/15/18, CUSIP 87233QAA6		232.50
December 17, 2018 December 17, 2018	Interest Payment 0.039 USD Analog Devices Inc 3.9% 15 Dec 2025 For 5,000.00 Par Value Due on 12/17/18 With Ex Date 12/15/18, CUSIP 032654AJ4		97.50
December 17, 2018 December 17, 2018	Interest Payment 0.0775 USD Equinor ASA 7.75% 15 Jun 2023 For 5,000.00 Par Value Due on 12/17/18 With Ex Date 12/15/18, CUSIP 656531AC4		193.75

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
December 17, 2018 December 17, 2018	Interest Payment 0.036 USD Dominion Energy Gas Holdings LLC 3.6% 15 Dec 2024 For 15,000.00 Par Value Due on 12/17/18 With Ex Date 12/15/18, CUSIP 257375AH8		270.00
December 31, 2018 December 31, 2018	Interest Payment 0.0475 USD Waste Management Inc 4.75% 30 Jun 2020 For 5,000.00 Par Value Due on 12/31/18 With Ex Date 12/30/18, CUSIP 94106LAW9		118.75
January 2, 2019 January 2, 2019	Interest Payment 0.0425 USD Martin Marietta Materials Inc 4.25% 02 Jul 2024 For 10,000.00 Par Value Due on 01/02/19 With Ex Date 01/02/19, CUSIP 573284AN6		212.50
January 11, 2019 January 11, 2019	Interest Payment 0.033 USD Bank of America Corp 3.3% 11 Jan 2023 For 15,000.00 Par Value Due on 01/11/19 With Ex Date 01/11/19, CUSIP 06051GEU9		247.50
January 15, 2019 January 15, 2019	Interest Payment 0.08625 USD RELX Capital Inc 8.625% 15 Jan 2019 For 5,000.00 Par Value Due on 01/15/19 With Ex Date 01/15/19, CUSIP 758202AG0		215.63
January 15, 2019 January 15, 2019	Interest Payment 0.04 USD LYB International Finance BV 4% 15 Jul 2023 For 10,000.00 Par Value Due on 01/15/19 With Ex Date 01/15/19, CUSIP 50247VAA7		200.00
January 15, 2019 January 15, 2019	Interest Payment 0.0475 USD Capital One Financial Corp 4.75% 15 Jul 2021 For 10,000.00 Par Value Due on 01/15/19 With Ex Date 01/15/19, CUSIP 14040HAY1		237.50
January 15, 2019 January 15, 2019	Interest Payment 0.0345 USD Sunoco Logistics Partners Operations LP 3.45% 15 Jan 2023 For 5,000.00 Par Value Due on 01/15/19 With Ex Date 01/15/19, CUSIP 86765BAL3		86.25
January 15, 2019 January 15, 2019	Interest Payment 0.0375 USD UnitedHealth Group Inc 3.75% 15 Jul 2025 For 5,000.00 Par Value Due on 01/15/19 With Ex Date 01/15/19, CUSIP 91324PCP5		93.75
January 15, 2019 January 15, 2019	Interest Payment 0.0295 USD Canadian Natural Resources Ltd 2.95% 15 Jan 2023 For 5,000.00 Par Value Due on 01/15/19 With Ex Date 01/15/19, CUSIP 136385AW1		73.75
January 15, 2019 January 15, 2019	Interest Payment 0.0285 USD Comcast Corp 2.85% 15 Jan 2023 For 5,000.00 Par Value Due on 01/15/19 With Ex Date 01/15/19, CUSIP 20030NBF7		71.25
January 22, 2019 January 22, 2019	Interest Payment 0.044 USD JPMorgan Chase & Co 4.4% 22 Jul 2020 For 10,000.00 Par Value Due on 01/22/19 With Ex Date 01/22/19, CUSIP 46625HHS2		220.00
January 23, 2019 January 23, 2019	Interest Payment 0.03125 USD Morgan Stanley 3.125% 23 Jan 2023 For 5,000.00 Par Value Due on 01/23/19 With Ex Date 01/23/19, CUSIP 61744YAN8		78.13
January 24, 2019 January 24, 2019	Interest Payment 0.045 USD JPMorgan Chase & Co 4.5% 24 Jan 2022 For 10,000.00 Par Value Due on 01/24/19 With Ex Date 01/24/19, CUSIP 46625HJD3		225.00

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Income Received (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
January 28, 2019 January 28, 2019	Interest Payment 0.0525 USD Goldman Sachs Group Inc/The 5.25% 27 Jul 2021 For 15,000.00 Par Value Due on 01/28/19 With Ex Date 01/27/19, CUSIP 38141GGQ1		393.75
January 28, 2019 January 28, 2019	Interest Payment 0.027 USD SunTrust Banks Inc 2.7% 27 Jan 2022 For 10,000.00 Par Value Due on 01/28/19 With Ex Date 01/27/19, CUSIP 867914BM4		135.00
January 31, 2019 January 31, 2019	Interest Payment 0.0525 USD Enterprise Products Operating LLC 5.25% 31 Jan 2020 For 5,000.00 Par Value Due on 01/31/19 With Ex Date 01/31/19, CUSIP 29379VAF0		131.25
February 1, 2019 February 1, 2019	Interest Payment 0.0275 USD Digital Realty Trust LP 2.75% 01 Feb 2023 For 5,000.00 Par Value Due on 02/01/19 With Ex Date 02/01/19, CUSIP 25389JAS5		68.75
February 1, 2019 February 1, 2019	Interest Payment of 0.0615 USD on 5,100.98 Current Face for Southwest Airlines Co 2007-1 Pass Through Trust 6.15% 01 Aug 2022 Due On 02/01/19 With Ex Date 02/01/19, CUSIP 84474YAA4		156.86
February 1, 2019 February 1, 2019	Interest Payment 0.06125 USD Valero Energy Corp 6.125% 01 Feb 2020 For 5,000.00 Par Value Due on 02/01/19 With Ex Date 02/01/19, CUSIP 91913YAR1		153.13
February 1, 2019 February 1, 2019	Interest Payment 0.032 USD FedEx Corp 3.2% 01 Feb 2025 For 5,000.00 Par Value Due on 02/01/19 With Ex Date 02/01/19, CUSIP 31428XBC9		80.00
February 1, 2019 February 1, 2019	Interest Payment 0.035 USD Ventas Realty LP 3.5% 01 Feb 2025 For 5,000.00 Par Value Due on 02/01/19 With Ex Date 02/01/19, CUSIP 92277GAE7		87.50
February 1, 2019 February 1, 2019	Interest Payment 0.025 USD American Express Co 2.5% 01 Aug 2022 For 5,000.00 Par Value Due on 02/01/19 With Ex Date 02/01/19, CUSIP 025816BM0		62.50
February 1, 2019 February 1, 2019	Interest Payment 0.04 USD Nucor Corp 4% 01 Aug 2023 For 10,000.00 Par Value Due on 02/01/19 With Ex Date 02/01/19, CUSIP 670346AM7		200.00
February 1, 2019 February 1, 2019	Interest Payment 0.0165 USD Anheuser-Busch InBev Finance Inc 3.3% 01 Feb 2023 For 10,000.00 Par Value Due on 02/01/19 With Ex Date 02/01/19, CUSIP 035242AL0		165.00
February 4, 2019 February 4, 2019	Interest Payment 0.06375 USD Petroleos Mexicanos 6.375% 04 Feb 2021 For 10,000.00 Par Value Due on 02/04/19 With Ex Date 02/04/19, CUSIP 71654QCA8		318.75
February 6, 2019 February 6, 2019	Interest Payment 0.02875 USD Microsoft Corp 2.875% 06 Feb 2024 For 5,000.00 Par Value Due on 02/06/19 With Ex Date 02/06/19, CUSIP 594918BX1		71.88
February 7, 2019 February 7, 2019	Interest Payment 0.0295 USD National Rural Utilities Cooperative Finance Corp 2.95% 07 Feb 2024 For 10,000.00 Par Value Due on 02/07/19 With Ex Date 02/07/19, CUSIP 637432NL5		147.50

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
February 11, 2019 February 11, 2019	Interest Payment 0.07125 USD Province of Quebec Canada 7.125% 09 Feb 2024 For 5,000.00 Par Value Due on 02/11/19 With Ex Date 02/09/19, CUSIP 748148PD9		178.13
February 11, 2019 February 11, 2019	Interest Payment 0.0009167 USD Anheuser-Busch InBev Finance Inc 3.3% 01 Feb 2023 For 10,000.00 Par Value Due on 02/11/19 With Ex Date 02/11/19, CUSIP 035242AL0		9.17
February 15, 2019 February 15, 2019	Interest Payment 0.047 USD UnitedHealth Group Inc 4.7% 15 Feb 2021 For 5,000.00 Par Value Due on 02/15/19 With Ex Date 02/15/19, CUSIP 91324PBP6		117.50
February 15, 2019 February 15, 2019	Interest Payment 0.039375 USD TCI Communications Inc 7.875% 15 Feb 2026 For 5,000.00 Par Value Due on 02/15/19 With Ex Date 02/15/19, CUSIP 872287AF4		196.88
February 15, 2019 February 15, 2019	Interest Payment 0.02375 USD International Paper Co 4.75% 15 Feb 2022 For 10,000.00 Par Value Due on 02/15/19 With Ex Date 02/15/19, CUSIP 460146CG6		237.50
February 15, 2019 February 15, 2019	Interest Payment 0.0375 USD Enterprise Products Operating LLC 3.75% 15 Feb 2025 For 5,000.00 Par Value Due on 02/15/19 With Ex Date 02/15/19, CUSIP 29379VBE2		93.75
February 15, 2019 February 15, 2019	Interest Payment 0.0465 USD Sunoco Logistics Partners Operations LP 4.65% 15 Feb 2022 For 5,000.00 Par Value Due on 02/15/19 With Ex Date 02/15/19, CUSIP 86765BAJ8		116.25
February 15, 2019 February 15, 2019	Interest Payment 0.02175 USD JPMorgan Chase & Co 4.35% 15 Aug 2021 For 15,000.00 Par Value Due on 02/15/19 With Ex Date 02/15/19, CUSIP 46625HJC5		326.25
February 15, 2019 February 15, 2019	Interest Payment 0.018 USD Thermo Fisher Scientific Inc 3.6% 15 Aug 2021 For 5,000.00 Par Value Due on 02/15/19 With Ex Date 02/15/19, CUSIP 883556AZ5		90.00
February 19, 2019 February 19, 2019	Interest Payment 0.01475 USD Vodafone Group PLC 2.95% 19 Feb 2023 For 5,000.00 Par Value Due on 02/19/19 With Ex Date 02/19/19, CUSIP 92857WBC3		73.75
February 19, 2019 February 19, 2019	Interest Payment 0.03 USD Wells Fargo & Co 3% 19 Feb 2025 For 10,000.00 Par Value Due on 02/19/19 With Ex Date 02/19/19, CUSIP 94974BGH7		150.00
March 1, 2019 March 1, 2019	Interest Payment 0.029 USD Lockheed Martin Corp 2.9% 01 Mar 2025 For 5,000.00 Par Value Due on 03/01/19 With Ex Date 03/01/19, CUSIP 539830BE8		72.50
March 1, 2019 March 1, 2019	Interest Payment 0.028 USD Ryder System Inc 2.8% 01 Mar 2022 For 15,000.00 Par Value Due on 03/01/19 With Ex Date 03/01/19, CUSIP 78355HKD0		210.00
March 1, 2019 March 1, 2019	Interest Payment 0.035 USD WestRock RKT LLC 3.5% 01 Mar 2020 For 15,000.00 Par Value Due on 03/01/19 With Ex Date 03/01/19, CUSIP 772739AP3		262.50

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
March 1, 2019 March 1, 2019	Interest Payment 0.03125 USD Waste Management Inc 3.125% 01 Mar 2025 For 5,000.00 Par Value Due on 03/01/19 With Ex Date 03/01/19, CUSIP 94106LBA6		78.13
March 1, 2019 March 1, 2019	Interest Payment 0.0225 USD Ryder System Inc 2.25% 01 Sep 2021 For 5,000.00 Par Value Due on 03/01/19 With Ex Date 03/01/19, CUSIP 78355HKC2		56.25
March 1, 2019 March 1, 2019	Interest Payment 0.042 USD General Motors Financial Co Inc 4.2% 01 Mar 2021 For 10,000.00 Par Value Due on 03/01/19 With Ex Date 03/01/19, CUSIP 37045XBF2		210.00
March 1, 2019 March 1, 2019	Interest Payment 0.04479 USD Archer-Daniels-Midland Co 4.479% 01 Mar 2021 For 1,000.00 Par Value Due on 03/01/19 With Ex Date 03/01/19, CUSIP 039483BB7		22.40
March 1, 2019 March 1, 2019	Interest Payment 0.0345 USD Virginia Electric & Power Co 3.45% 01 Sep 2022 For 10,000.00 Par Value Due on 03/01/19 With Ex Date 03/01/19, CUSIP 927804FJ8		172.50
March 4, 2019 March 4, 2019	Interest Payment 0.027 USD American Express Credit Corp 2.7% 03 Mar 2022 For 5,000.00 Par Value Due on 03/04/19 With Ex Date 03/03/19, CUSIP 0258M0EG0		67.50
March 11, 2019 March 11, 2019	Interest Payment 0.037 USD CVS Health Corp 3.7% 09 Mar 2023 For 15,000.00 Par Value Due on 03/11/19 With Ex Date 03/09/19, CUSIP 126650CV0		277.50
March 12, 2019 March 12, 2019	Interest Payment 0.03625 USD Lincoln National Corp 3.625% 12 Dec 2026 For 5,000.00 Par Value Due on 03/12/19 With Ex Date 03/12/19, CUSIP 534187BF5		90.63
March 15, 2019 March 15, 2019	Interest Payment 0.04 USD Interpublic Group of Cos Inc/The 4% 15 Mar 2022 For 5,000.00 Par Value Due on 03/15/19 With Ex Date 03/15/19, CUSIP 460690BH2		100.00
March 15, 2019 March 15, 2019	Interest Payment 0.0495 USD ConocoPhillips Co 4.95% 15 Mar 2026 For 10,000.00 Par Value Due on 03/15/19 With Ex Date 03/15/19, CUSIP 20826FAQ9		247.50
March 15, 2019 March 15, 2019	Interest Payment 0.0315 USD Southern California Gas Co 3.15% 15 Sep 2024 For 5,000.00 Par Value Due on 03/15/19 With Ex Date 03/15/19, CUSIP 842434CM2		78.75
March 15, 2019 March 15, 2019	Interest Payment 0.032 USD Rockwell Collins Inc 3.2% 15 Mar 2024 For 10,000.00 Par Value Due on 03/15/19 With Ex Date 03/15/19, CUSIP 774341AJ0		160.00
March 15, 2019 March 15, 2019	Interest Payment 0.0581 USD Iberdrola International BV 5.81% 15 Mar 2025 For 10,000.00 Par Value Due on 03/15/19 With Ex Date 03/15/19, CUSIP 81013TAC5		290.50
March 15, 2019 March 15, 2019	Interest Payment 0.0365 USD Valero Energy Corp 3.65% 15 Mar 2025 For 5,000.00 Par Value Due on 03/15/19 With Ex Date 03/15/19, CUSIP 91913YAS9		91.25

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
March 15, 2019 March 15, 2019	Interest Payment 0.0445 USD Canadian Pacific Railway Co 4.45% 15 Mar 2023 For 5,000.00 Par Value Due on 03/15/19 With Ex Date 03/15/19, CUSIP 13645RAK0		111.25
March 15, 2019 March 15, 2019	Interest Payment 0.01015 USD Aptiv Plc Note 3.150%19 Nov 2020 For 10,000.00 Par Value Due on 03/15/19 With Ex Date 03/15/19, CUSIP 03835VAA4		101.50
March 15, 2019 March 15, 2019	Interest Payment 0.024 USD Oracle Corp 2.4% 15 Sep 2023 For 5,000.00 Par Value Due on 03/15/19 With Ex Date 03/15/19, CUSIP 68389XBL8		60.00
March 15, 2019 March 15, 2019	Interest Payment 0.02575 USD Verizon Communications Inc 5.15% 15 Sep 2023 For 15,000.00 Par Value Due on 03/15/19 With Ex Date 03/15/19, CUSIP 92343VBR4		386.25
March 18, 2019 March 18, 2019	Interest Payment 0.032 USD NVIDIA Corp 3.2% 16 Sep 2026 For 5,000.00 Par Value Due on 03/18/19 With Ex Date 03/16/19, CUSIP 67066GAE4		80.00
March 27, 2019 March 27, 2019	Interest Payment 0.01939 USD Prudential Financial Inc 3.878% 27 Mar 2028 For 5,000.00 Par Value Due on 03/27/19 With Ex Date 03/27/19, CUSIP 74432QCC7		96.95
April 1, 2019 April 1, 2019	Interest Payment 0.0445 USD AT&T Inc 4.45% 01 Apr 2024 For 15,000.00 Par Value Due on 04/01/19 With Ex Date 04/01/19, CUSIP 00206RDC3		333.75
April 1, 2019 April 1, 2019	Interest Payment 0.035 USD Fiserv Inc 3.5% 01 Oct 2022 For 5,000.00 Par Value Due on 04/01/19 With Ex Date 04/01/19, CUSIP 337738AM0		87.50
April 1, 2019 April 1, 2019	Interest Payment 0.037 USD Gilead Sciences Inc 3.7% 01 Apr 2024 For 10,000.00 Par Value Due on 04/01/19 With Ex Date 04/01/19, CUSIP 375558AW3		185.00
April 1, 2019 April 1, 2019	Interest Payment 0.0245 USD Southern Co Gas Capital Corp 2.45% 01 Oct 2023 For 10,000.00 Par Value Due on 04/01/19 With Ex Date 04/01/19, CUSIP 8426EPAA6		122.50
April 1, 2019 April 1, 2019	Interest Payment 0.046 USD Wells Fargo & Co 4.6% 01 Apr 2021 For 10,000.00 Par Value Due on 04/01/19 With Ex Date 04/01/19, CUSIP 94974BEV8		230.00
April 15, 2019 April 15, 2019	Interest Payment 0.0375 USD Duke Energy Corp 3.75% 15 Apr 2024 For 15,000.00 Par Value Due on 04/15/19 With Ex Date 04/15/19, CUSIP 26441CAN5		281.25
April 15, 2019 April 15, 2019	Interest Payment 0.03125 USD RELX Capital Inc 3.125% 15 Oct 2022 For 10,000.00 Par Value Due on 04/15/19 With Ex Date 04/15/19, CUSIP 758202AK1		156.25
April 15, 2019 April 15, 2019	Interest Payment 0.042 USD Interpublic Group of Cos Inc/The 4.2% 15 Apr 2024 For 5,000.00 Par Value Due on 04/15/19 With Ex Date 04/15/19, CUSIP 460690BL3		105.00

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
April 15, 2019 April 15, 2019	Interest Payment 0.037 USD Ameriprise Financial Inc 3.7% 15 Oct 2024 For 5,000.00 Par Value Due on 04/15/19 With Ex Date 04/15/19, CUSIP 03076CAG1		92.50
April 17, 2019 April 17, 2019	Interest Payment 0.029 USD Toyota Motor Credit Corp 2.9% 17 Apr 2024 For 10,000.00 Par Value Due on 04/17/19 With Ex Date 04/17/19, CUSIP 89236TDW2		145.00
April 25, 2019 April 25, 2019	Interest Payment 0.01429 USD Valero Energy Corp 6.125% 01 Feb 2020 For 5,000.00 Par Value Due on 04/25/19 With Ex Date 04/25/19, CUSIP 91913YAR1		71.45
April 25, 2019 April 25, 2019	Interest Payment 0.0275 USD Citigroup Inc 2.75% 25 Apr 2022 For 5,000.00 Par Value Due on 04/25/19 With Ex Date 04/25/19, CUSIP 172967LG4		68.75
April 25, 2019 April 25, 2019	Reversal of Interest Payment 0.01429 USD Valero Energy Corp 6.125% 01 Feb 2020 For 5,000.00 Par Value Due on 04/25/19 With Ex Date 04/25/19, CUSIP 91913YAR1		-71.45
April 25, 2019 April 25, 2019	Interest Payment 0.0142917 USD Valero Energy Corp 6.125% 01/02/2020 For 5,000.00 Par Value Due on 04/25/19 With Ex Date 04/25/19, CUSIP 91913YAR1		71.46
April 29, 2019 April 29, 2019	Interest Payment 0.05134 USD Telefonica Emisiones SA 5.134% 27 Apr 2020 For 20,000.00 Par Value Due on 04/29/19 With Ex Date 04/27/19, CUSIP 87938WAM5		513.40
April 30, 2019 April 30, 2019	Interest Payment 0.0345 USD Capital One Financial Corp 3.45% 30 Apr 2021 For 5,000.00 Par Value Due on 04/30/19 With Ex Date 04/30/19, CUSIP 14040HBY0		86.25
April 30, 2019 April 30, 2019	Interest Payment 0.07 USD International Business Machines Corp 7% 30 Oct 2025 For 5,000.00 Par Value Due on 04/30/19 With Ex Date 04/30/19, CUSIP 459200AM3		175.00
May 1, 2019 May 1, 2019	Interest Payment 0.035 USD Verizon Communications Inc 3.5% 01 Nov 2024 For 15,000.00 Par Value Due on 05/01/19 With Ex Date 05/01/19, CUSIP 92343VCR3		262.50
May 1, 2019 May 1, 2019	Interest Payment 0.03125 USD Amgen Inc 3.125% 01 May 2025 For 10,000.00 Par Value Due on 05/01/19 With Ex Date 05/01/19, CUSIP 031162BY5		156.25
May 1, 2019 May 1, 2019	Interest Payment 0.017 USD Citigroup Inc 3.4% 01 May 2026 For 10,000.00 Par Value Due on 05/01/19 With Ex Date 05/01/19, CUSIP 172967KN0		170.00
May 3, 2019 May 3, 2019	Interest Payment 0.023 USD Chubb INA Holdings Inc 2.3% 03 Nov 2020 For 10,000.00 Par Value Due on 05/03/19 With Ex Date 05/03/19, CUSIP 00440EAT4		115.00
May 3, 2019 May 3, 2019	Interest Payment 0.0265 USD Microsoft Corp 2.65% 03 Nov 2022 For 5,000.00 Par Value Due on 05/03/19 With Ex Date 05/03/19, CUSIP 594918BH6		66.25

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
May 6, 2019 May 6, 2019	Interest Payment 0.029 USD AbbVie Inc 2.9% 06 Nov 2022 For 10,000.00 Par Value Due on 05/06/19 With Ex Date 05/06/19, CUSIP 00287YAL3		145.00
May 10, 2019 May 10, 2019	Interest Payment 0.0325 USD Philip Morris International Inc 3.25% 10 Nov 2024 For 5,000.00 Par Value Due on 05/10/19 With Ex Date 05/10/19, CUSIP 718172BM0		81.25
May 15, 2019 May 15, 2019	Interest Payment 0.03375 USD GlaxoSmithKline Capital Inc 3.375% 15 May 2023 For 5,000.00 Par Value Due on 05/15/19 With Ex Date 05/15/19, CUSIP 377372AL1		84.38
May 15, 2019 May 15, 2019	Interest Payment 0.04125 USD CVS Health Corp 4.125% 15 May 2021 For 5,000.00 Par Value Due on 05/15/19 With Ex Date 05/15/19, CUSIP 126650BW9		103.13
May 15, 2019 May 15, 2019	Interest Payment 0.0345 USD Canadian Natural Resources Ltd 3.45% 15 Nov 2021 For 5,000.00 Par Value Due on 05/15/19 With Ex Date 05/15/19, CUSIP 136385AR2		86.25
May 15, 2019 May 15, 2019	Interest Payment 0.03125 USD Anthem Inc 3.125% 15 May 2022 For 5,000.00 Par Value Due on 05/15/19 With Ex Date 05/15/19, CUSIP 94973VAX5		78.13
May 15, 2019 May 15, 2019	Interest Payment 0.03125 USD Roper Technologies Inc 3.125% 15 Nov 2022 For 5,000.00 Par Value Due on 05/15/19 With Ex Date 05/15/19, CUSIP 776696AE6		78.13
May 15, 2019 May 15, 2019	Interest Payment 0.0375 USD Berkshire Hathaway Energy Co 3.75% 15 Nov 2023 For 10,000.00 Par Value Due on 05/15/19 With Ex Date 05/15/19, CUSIP 59562VAY3		187.50
May 15, 2019 May 15, 2019	Interest Payment 0.0425 USD TransCanada PipeLines Ltd 4.25% 15 May 2028 For 5,000.00 Par Value Due on 05/15/19 With Ex Date 05/15/19, CUSIP 89352HAW9		106.25
May 17, 2019 May 17, 2019	Interest Payment 0.013125 USD Morgan Stanley 2.625% 17 Nov 2021 For 15,000.00 Par Value Due on 05/17/19 With Ex Date 05/17/19, CUSIP 61746BED4		196.88
May 28, 2019 May 28, 2019	Interest Payment 0.03216 USD BP Capital Markets PLC 3.216% 28 Nov 2023 For 10,000.00 Par Value Due on 05/28/19 With Ex Date 05/28/19, CUSIP 05565QDG0		160.80
May 30, 2019 May 30, 2019	Interest Payment 0.029 USD Abbott Laboratories 2.9% 30 Nov 2021 For 15,000.00 Par Value Due on 05/30/19 With Ex Date 05/30/19, CUSIP 002824BD1		217.50
May 30, 2019 May 30, 2019	Interest Payment 0.020625 USD Vodafone Group PLC 4.125% 30 May 2025 For 5,000.00 Par Value Due on 05/30/19 With Ex Date 05/30/19, CUSIP 92857WBJ8		103.13
June 3, 2019 June 3, 2019	Interest Payment 0.0275 USD Sherwin-Williams Co/The 2.75% 01 Jun 2022 For 5,000.00 Par Value Due on 06/03/19 With Ex Date 06/01/19, CUSIP 824348AU0		68.75

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
June 3, 2019 June 3, 2019	Interest Payment 0.0425 USD CSX Corp 4.25% 01 Jun 2021 For 10,000.00 Par Value Due on 06/03/19 With Ex Date 06/01/19, CUSIP 126408GV9		212.50
June 3, 2019 June 3, 2019	Interest Payment 0.01825 USD Anthem Inc 3.65% 01 Dec 2027 For 5,000.00 Par Value Due on 06/03/19 With Ex Date 06/01/19, CUSIP 036752AB9		91.25
June 3, 2019 June 3, 2019	Interest Payment 0.0385 USD Fiserv Inc 3.85% 01 Jun 2025 For 5,000.00 Par Value Due on 06/03/19 With Ex Date 06/01/19, CUSIP 337738AP3		96.25
June 3, 2019 June 3, 2019	Interest Payment 0.0325 USD Norfolk Southern Corp 3.25% 01 Dec 2021 For 10,000.00 Par Value Due on 06/03/19 With Ex Date 06/01/19, CUSIP 655844BG2		162.50
June 3, 2019 June 3, 2019	Interest Payment 0.03125 USD Sherwin-Williams Co/The 3.125% 01 Jun 2024 For 5,000.00 Par Value Due on 06/03/19 With Ex Date 06/01/19, CUSIP 824348AV8		78.13
June 3, 2019 June 3, 2019	Interest Payment 0.027 USD Fiserv Inc 2.7% 01 Jun 2020 For 10,000.00 Par Value Due on 06/03/19 With Ex Date 06/01/19, CUSIP 337738AN8		135.00
June 3, 2019 June 3, 2019	Interest Payment 0.0089444 USD WestRock RKT LLC 3.5% 01 Mar 2020 For 15,000.00 Par Value Due on 06/03/19 With Ex Date 06/01/19, CUSIP 772739AP3		134.17
June 17, 2019 June 17, 2019	Interest Payment 0.0465 USD TC PipeLines LP 4.65% 15 Jun 2021 For 10,000.00 Par Value Due on 06/17/19 With Ex Date 06/15/19, CUSIP 87233QAA6		232.50
June 17, 2019 June 17, 2019	Interest Payment 0.0775 USD Equinor ASA 7.75% 15 Jun 2023 For 5,000.00 Par Value Due on 06/17/19 With Ex Date 06/15/19, CUSIP 656531AC4		193.75
June 17, 2019 June 17, 2019	Interest Payment 0.018 USD Dominion Energy Gas Holdings LLC 3.6% 15 Dec 2024 For 15,000.00 Par Value Due on 06/17/19 With Ex Date 06/15/19, CUSIP 257375AH8		270.00
June 17, 2019 June 17, 2019	Interest Payment 0.0195 USD Analog Devices Inc 3.9% 15 Dec 2025 For 5,000.00 Par Value Due on 06/17/19 With Ex Date 06/15/19, CUSIP 032654AJ4		97.50
June 20, 2019 June 20, 2019	Interest Payment on Vodafone Group PLC 2.95% 19 Feb 2023 For 5,000.00 Par Value Due on 06/20/19, CUSIP 92857WBC3		49.58
July 1, 2019 July 1, 2019	Interest Payment 0.0475 USD Waste Management Inc 4.75% 30 Jun 2020 For 5,000.00 Par Value Due on 07/01/19 With Ex Date 06/30/19, CUSIP 94106LAW9		118.75
July 2, 2019 July 2, 2019	Interest Payment 0.0425 USD Martin Marietta Materials Inc 4.25% 02 Jul 2024 For 10,000.00 Par Value Due on 07/02/19 With Ex Date 07/02/19, CUSIP 573284AN6		212.50

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
July 11, 2019 July 11, 2019	Interest Payment 0.0165 USD Bank of America Corp 3.3% 11 Jan 2023 For 15,000.00 Par Value Due on 07/11/19 With Ex Date 07/11/19, CUSIP 06051GEU9		247.50
July 15, 2019 July 15, 2019	Interest Payment 0.04 USD LYB International Finance BV 4% 15 Jul 2023 For 10,000.00 Par Value Due on 07/15/19 With Ex Date 07/15/19, CUSIP 50247VAA7		200.00
July 15, 2019 July 15, 2019	Interest Payment 0.0475 USD Capital One Financial Corp 4.75% 15 Jul 2021 For 5,000.00 Par Value Due on 07/15/19 With Ex Date 07/15/19, CUSIP 14040HAY1		118.75
July 15, 2019 July 15, 2019	Interest Payment 0.03375 USD Healthcare Trust of America Holdings LP 3.375% 15 Jul 2021 For 10,000.00 Par Value Due on 07/15/19 With Ex Date 07/15/19, CUSIP 42225UAC8		168.75
July 15, 2019 July 15, 2019	Interest Payment 0.0375 USD UnitedHealth Group Inc 3.75% 15 Jul 2025 For 5,000.00 Par Value Due on 07/15/19 With Ex Date 07/15/19, CUSIP 91324PCP5		93.75
July 15, 2019 July 15, 2019	Interest Payment 0.0295 USD Canadian Natural Resources Ltd 2.95% 15 Jan 2023 For 5,000.00 Par Value Due on 07/15/19 With Ex Date 07/15/19, CUSIP 136385AW1		73.75
July 15, 2019 July 15, 2019	Interest Payment 0.0345 USD Sunoco Logistics Partners Operations LP 3.45% 15 Jan 2023 For 5,000.00 Par Value Due on 07/15/19 With Ex Date 07/15/19, CUSIP 86765BAL3		86.25
July 23, 2019 July 23, 2019	Interest Payment 0.015625 USD Morgan Stanley 3.125% 23 Jan 2023 For 5,000.00 Par Value Due on 07/23/19 With Ex Date 07/23/19, CUSIP 61744YAN8		78.13
July 24, 2019 July 24, 2019	Interest Payment 0.0225 USD JPMorgan Chase & Co 4.5% 24 Jan 2022 For 10,000.00 Par Value Due on 07/24/19 With Ex Date 07/24/19, CUSIP 46625HJD3		225.00
July 29, 2019 July 29, 2019	Interest Payment 0.027 USD SunTrust Banks Inc 2.7% 27 Jan 2022 For 5,000.00 Par Value Due on 07/29/19 With Ex Date 07/27/19, CUSIP 867914BM4		67.50
July 29, 2019 July 29, 2019	Interest Payment 0.02625 USD Goldman Sachs Group Inc/The 5.25% 27 Jul 2021 For 10,000.00 Par Value Due on 07/29/19 With Ex Date 07/27/19, CUSIP 38141GGQ1		262.50
July 31, 2019 July 31, 2019	Interest Payment 0.02625 USD Enterprise Products Operating LLC 5.25% 31 Jan 2020 For 5,000.00 Par Value Due on 07/31/19 With Ex Date 07/31/19, CUSIP 29379VAF0		131.25
August 1, 2019 August 1, 2019	Interest Payment 0.032 USD FedEx Corp 3.2% 01 Feb 2025 For 5,000.00 Par Value Due on 08/01/19 With Ex Date 08/01/19, CUSIP 31428XBC9		80.00
August 1, 2019 August 1, 2019	Interest Payment of 0.0615 USD on 4,579.40 Current Face for Southwest Airlines Co 2007-1 Pass Through Trust 6.15% 01 Aug 2022 Due On 08/01/19 With Ex Date 08/01/19, CUSIP 84474YAA4		140.82

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
August 1, 2019 August 1, 2019	Interest Payment 0.035 USD Gilead Sciences Inc 3.5% 01 Feb 2025 For 5,000.00 Par Value Due on 08/01/19 With Ex Date 08/01/19, CUSIP 375558AZ6		87.50
August 1, 2019 August 1, 2019	Interest Payment 0.025 USD American Express Co 2.5% 01 Aug 2022 For 5,000.00 Par Value Due on 08/01/19 With Ex Date 08/01/19, CUSIP 025816BM0		62.50
August 1, 2019 August 1, 2019	Interest Payment 0.04 USD Nucor Corp 4% 01 Aug 2023 For 10,000.00 Par Value Due on 08/01/19 With Ex Date 08/01/19, CUSIP 670346AM7		200.00
August 1, 2019 August 1, 2019	Interest Payment 0.0365 USD Anheuser-Busch InBev Finance Inc 3.65% 01 Feb 2026 For 5,000.00 Par Value Due on 08/01/19 With Ex Date 08/01/19, CUSIP 035242AP1		91.25
August 1, 2019 August 1, 2019	Interest Payment 0.0415 USD Thermo Fisher Scientific Inc 4.15% 01 Feb 2024 For 5,000.00 Par Value Due on 08/01/19 With Ex Date 08/01/19, CUSIP 883556BF8		103.75
August 1, 2019 August 1, 2019	Interest Payment 0.0275 USD Digital Realty Trust LP 2.75% 01 Feb 2023 For 5,000.00 Par Value Due on 08/01/19 With Ex Date 08/01/19, CUSIP 25389JAS5		68.75
August 1, 2019 August 1, 2019	Interest Payment 0.035 USD Ventas Realty LP 3.5% 01 Feb 2025 For 5,000.00 Par Value Due on 08/01/19 With Ex Date 08/01/19, CUSIP 92277GAE7		87.50
August 6, 2019 August 6, 2019	Interest Payment 0.02875 USD Microsoft Corp 2.875% 06 Feb 2024 For 5,000.00 Par Value Due on 08/06/19 With Ex Date 08/06/19, CUSIP 594918BX1		71.88
August 7, 2019 August 7, 2019	Interest Payment 0.0295 USD National Rural Utilities Cooperative Finance Corp 2.95% 07 Feb 2024 For 10,000.00 Par Value Due on 08/07/19 With Ex Date 08/07/19, CUSIP 637432NL5		147.50
August 9, 2019 August 9, 2019	Interest Payment 0.07125 USD Province of Quebec Canada 7.125% 09 Feb 2024 For 5,000.00 Par Value Due on 08/09/19 With Ex Date 08/09/19, CUSIP 748148PD9		178.13
August 15, 2019 August 15, 2019	Interest Payment 0.0475 USD International Paper Co 4.75% 15 Feb 2022 For 5,000.00 Par Value Due on 08/15/19 With Ex Date 08/15/19, CUSIP 460146CG6		118.75
August 15, 2019 August 15, 2019	Interest Payment 0.02175 USD JPMorgan Chase & Co 4.35% 15 Aug 2021 For 15,000.00 Par Value Due on 08/15/19 With Ex Date 08/15/19, CUSIP 46625HJC5		326.25
August 15, 2019 August 15, 2019	Interest Payment 0.0375 USD Enterprise Products Operating LLC 3.75% 15 Feb 2025 For 5,000.00 Par Value Due on 08/15/19 With Ex Date 08/15/19, CUSIP 29379VBE2		93.75
August 15, 2019 August 15, 2019	Interest Payment 0.07875 USD TCI Communications Inc 7.875% 15 Feb 2026 For 5,000.00 Par Value Due on 08/15/19 With Ex Date 08/15/19, CUSIP 872287AF4		196.88

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Income Received (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
August 19, 2019 August 19, 2019	Interest Payment 0.03 USD Wells Fargo & Co 3% 19 Feb 2025 For 5,000.00 Par Value Due on 08/19/19 With Ex Date 08/19/19, CUSIP 94974BGH7		75.00
August 28, 2019 August 28, 2019	Interest Payment 0.0066458 USD Sherwin-Williams Co/The 2.75% 01 Jun 2022 For 2,000.00 Par Value Due on 08/28/19 With Ex Date 08/26/19, CUSIP 824348AU0		13.29
September 3, 2019 September 3, 2019	Interest Payment 0.029 USD Lockheed Martin Corp 2.9% 01 Mar 2025 For 5,000.00 Par Value Due on 09/03/19 With Ex Date 09/01/19, CUSIP 539830BE8		72.50
September 3, 2019 September 3, 2019	Interest Payment 0.042 USD General Motors Financial Co Inc 4.2% 01 Mar 2021 For 10,000.00 Par Value Due on 09/03/19 With Ex Date 09/01/19, CUSIP 37045XBF2		210.00
September 3, 2019 September 3, 2019	Interest Payment 0.03125 USD Waste Management Inc 3.125% 01 Mar 2025 For 5,000.00 Par Value Due on 09/03/19 With Ex Date 09/01/19, CUSIP 94106LBA6		78.13
September 3, 2019 September 3, 2019	Interest Payment 0.0225 USD Ryder System Inc 2.25% 01 Sep 2021 For 5,000.00 Par Value Due on 09/03/19 With Ex Date 09/01/19, CUSIP 78355HKC2		56.25
September 3, 2019 September 3, 2019	Interest Payment 0.028 USD Ryder System Inc 2.8% 01 Mar 2022 For 10,000.00 Par Value Due on 09/03/19 With Ex Date 09/01/19, CUSIP 78355HKD0		140.00
September 3, 2019 September 3, 2019	Interest Payment 0.027 USD American Express Credit Corp 2.7% 03 Mar 2022 For 5,000.00 Par Value Due on 09/03/19 With Ex Date 09/03/19, CUSIP 0258M0EG0		67.50
September 3, 2019 September 3, 2019	Interest Payment 0.01725 USD Virginia Electric & Power Co 3.45% 01 Sep 2022 For 5,000.00 Par Value Due on 09/03/19 With Ex Date 09/01/19, CUSIP 927804FJ8		86.25
September 9, 2019 September 9, 2019	Interest Payment 0.037 USD CVS Health Corp 3.7% 09 Mar 2023 For 15,000.00 Par Value Due on 09/09/19 With Ex Date 09/09/19, CUSIP 126650CV0		277.50
September 12, 2019 September 12, 2019	Interest Payment 0.03625 USD Lincoln National Corp 3.625% 12 Dec 2026 For 5,000.00 Par Value Due on 09/12/19 With Ex Date 09/12/19, CUSIP 534187BF5		90.63
September 16, 2019 September 16, 2019	Interest Payment 0.04 USD Interpublic Group of Cos Inc/The 4% 15 Mar 2022 For 5,000.00 Par Value Due on 09/16/19 With Ex Date 09/15/19, CUSIP 460690BH2		100.00
September 16, 2019 September 16, 2019	Interest Payment 0.012 USD Oracle Corp 2.4% 15 Sep 2023 For 5,000.00 Par Value Due on 09/16/19 With Ex Date 09/15/19, CUSIP 68389XBL8		60.00
September 16, 2019 September 16, 2019	Interest Payment 0.0495 USD ConocoPhillips Co 4.95% 15 Mar 2026 For 5,000.00 Par Value Due on 09/16/19 With Ex Date 09/15/19, CUSIP 20826FAQ9		123.75

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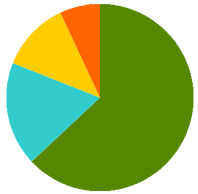
Income Received (continued)

Trade Date / Settlement Date	Transaction Description	Principal amount	Income amount
Income Received (continued)			
Interest (continued)			
Fixed Income (continued)			
US Credit (continued)			
September 16, 2019 September 16, 2019	Interest Payment 0.0581 USD Iberdrola International BV 5.81% 15 Mar 2025 For 10,000.00 Par Value Due on 09/16/19 With Ex Date 09/15/19, CUSIP 81013TAC5		290.50
September 16, 2019 September 16, 2019	Interest Payment 0.032 USD Rockwell Collins Inc 3.2% 15 Mar 2024 For 10,000.00 Par Value Due on 09/16/19 With Ex Date 09/15/19, CUSIP 774341AJ0		160.00
September 16, 2019 September 16, 2019	Interest Payment 0.0365 USD Valero Energy Corp 3.65% 15 Mar 2025 For 5,000.00 Par Value Due on 09/16/19 With Ex Date 09/15/19, CUSIP 91913YAS9		91.25
September 16, 2019 September 16, 2019	Interest Payment 0.032 USD NVIDIA Corp 3.2% 16 Sep 2026 For 5,000.00 Par Value Due on 09/16/19 With Ex Date 09/16/19, CUSIP 67066GAE4		80.00
September 16, 2019 September 16, 2019	Interest Payment 0.0445 USD Canadian Pacific Railway Co 4.45% 15 Mar 2023 For 5,000.00 Par Value Due on 09/16/19 With Ex Date 09/15/19, CUSIP 13645RAK0		111.25
September 16, 2019 September 16, 2019	Interest Payment 0.0315 USD Southern California Gas Co 3.15% 15 Sep 2024 For 5,000.00 Par Value Due on 09/16/19 With Ex Date 09/15/19, CUSIP 842434CM2		78.75
September 20, 2019 September 20, 2019	Interest Payment 0.0060938 USD Healthcare Trust of America Holdings LP 3.375% 15 Jul 2021 For 10,000.00 Par Value Due on 09/20/19 With Ex Date 09/20/19, CUSIP 42225UAC8		60.94
September 27, 2019 September 27, 2019	Interest Payment 0.01939 USD Prudential Financial Inc 3.878% 27 Mar 2028 For 5,000.00 Par Value Due on 09/27/19 With Ex Date 09/27/19, CUSIP 74432QCC7		96.95
Total US Credit		**$0.00**	**$28,856.95**
Total Fixed Income		**$0.00**	**$55,071.01**
Total Interest		**$0.00**	**$55,071.01**
Total Income Received		**$173,767.84**	**$59,599.97**
Total M68593 COCOA GEN MAST-Stmt Group		**$173,767.84**	**$59,599.97**

Other Income and Capital Gain Distributions

Summary

	Amount	Percent
Domestic Large Cap	151,838.89	63%
Domestic Small-Mid Cap	43,567.76	18%
Domestic Funds	28,452.09	12%
International Equity	17,401.36	7%
Total of your portfolio	**$241,260.10**	**100%**



Details

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Other Income/Capital Gain Distributions			
Capital Gain Distributions			
Equity			
Domestic Large Cap			
December 6, 2018 December 6, 2018	Long Term Capital Gain Distribution 0.42822 USD BrandywineGLOBAL - Dynamic US Large Cap Value Fund For 155,105.415 Units Due on 12/06/18 With Ex Date 12/05/18 Reinvested $66,419.24 at $10.93 For 6,076.783 Units, CUSIP 52471E647	66,419.24	
December 6, 2018 December 6, 2018	Short Term Capital Gain Distribution 0.55072 USD BrandywineGLOBAL - Dynamic US Large Cap Value Fund For 155,105.415 Units Due on 12/06/18 With Ex Date 12/05/18 Reinvested $85,419.65 at $10.93 For 7,815.156 Units, CUSIP 52471E647	85,419.65	
Total Domestic Large Cap		**$151,838.89**	**$0.00**
Domestic Small-Mid Cap			
December 10, 2018 December 11, 2018	Short Term Capital Gain Distribution 0.16361 USD Wells Fargo Special Small Cap Value Fund For 21,122.025 Units Due on 12/11/18 With Ex Date 12/08/18 Reinvested $3,455.77 at $30.54 For 113.156 Units, CUSIP 94988A668	3,455.77	
December 10, 2018 December 11, 2018	Long Term Capital Gain Distribution 1.89906 USD Wells Fargo Special Small Cap Value Fund For 21,122.025 Units Due on 12/11/18 With Ex Date 12/08/18 Reinvested $40,111.99 at $30.54 For 1,313.425 Units, CUSIP 94988A668	40,111.99	
Total Domestic Small-Mid Cap		**$43,567.76**	**$0.00**

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Other Income and Capital Gain Distributions (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount
Other Income/Capital Gain Distributions (continued)			
Capital Gain Distributions (continued)			
Equity (continued)			
International Equity			
December 20, 2018 December 21, 2018	Long Term Capital Gain Distribution 0.6235 USD American Funds EuroPacific Growth Fund For 27,909.154 Units Due on 12/21/18 With Ex Date 12/21/18 Reinvested $17,401.36 at $44.51 For 390.954 Units, CUSIP 298706821	17,401.36	
Total International Equity		**$17,401.36**	**$0.00**
Total Equity		**$212,808.01**	**$0.00**
Balanced - Multi-Asset			
Domestic Funds			
December 20, 2018 December 21, 2018	Long Term Capital Gain Distribution 0.6267 USD Westwood Income Opportunity Fund For 45,399.855 Units Due on 12/21/18 With Ex Date 12/20/18 Reinvested $28,452.09 at $14.10 For 2,017.879 Units, CUSIP 0075W0775	28,452.09	
Total Domestic Funds		**$28,452.09**	**$0.00**
Total Balanced - Multi-Asset		**$28,452.09**	**$0.00**
Total Capital Gain Distributions		**$241,260.10**	**$0.00**
Total Other Income/Capital Gain Distributions		**$241,260.10**	**$0.00**
Total M68593 COCOA GEN MAST-Stmt Group		**$241,260.10**	**$0.00**

Security Transactions

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount	Cost Adjusted Book Value	Accrued Income	Realized G/L Adj Realized G/L
Security Transactions						
Adjustments						
December 6, 2018 December 6, 2018	Adjustment - Accreted Market Discount Current Year of United States Treasury Note/Bond 2.375% 15 Aug 2024 - Adjustment Amount of $9.71, Federal Cost $9.71, State Cost $9.71, CUSIP 912828D56	0.00		9.71		0.00
December 19, 2018 December 19, 2018	Adjustment - Accreted Market Discount Current Year of United States Treasury Note/Bond 2.375% 15 Aug 2024 - Adjustment Amount of $10.87, Federal Cost $10.87, State Cost $10.87, CUSIP 912828D56	0.00		10.87		0.00
December 20, 2018 December 20, 2018	Adjustment - Accreted Market Discount Current Year of United States Treasury Note/Bond 2.375% 15 Aug 2024 - Adjustment Amount of $5.59, Federal Cost $5.59, State Cost $5.59, CUSIP 912828D56	0.00		5.59		0.00
January 2, 2019 January 2, 2019	Adjustment - Accreted Market Discount Current Year of United States Treasury Note/Bond 1.625% 30 Jun 2020 - Adjustment Amount of $111.60, Federal Cost $111.60, State Cost $111.60, CUSIP 912828XH8	0.00		111.60		0.00
January 2, 2019 January 2, 2019	Adjustment - Accreted Market Discount Current Year of	0.00		31.28		0.00

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Security Transactions (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount	Cost Adjusted Book Value	Accrued Income	Realized G/L Adj Realized G/L
Security Transactions (continued)						
Adjustments (continued)						
	United States Treasury Note/Bond 2.375% 15 Aug 2024 - Adjustment Amount of $31.28, Federal Cost $31.28, State Cost $31.28, CUSIP 912828D56					
January 4, 2019 January 4, 2019	Adjustment - Accreted Market Discount Current Year of United States Treasury Note/Bond 1.625% 30 Jun 2020 - Adjustment Amount of $209.91, Federal Cost $209.91, State Cost $209.91, CUSIP 912828XH8	0.00		209.91		0.00
February 12, 2019 February 12, 2019	Adjustment - Accreted Market Discount Current Year of CVS Health Corp 2.75% 01 Dec 2022 - Adjustment Amount of $11.04, Federal Cost $11.04, State Cost $11.04, CUSIP 126650BZ2	0.00		11.04		0.00
May 8, 2019 May 8, 2019	Adjustment - Accreted Market Discount Current Year of United States Treasury Note/Bond 2.25% 15 Feb 2027 - Adjustment Amount of $42.40, Federal Cost $42.40, State Cost $42.40, CUSIP 912828V98	0.00		42.40		0.00
June 3, 2019 June 3, 2019	Adjustment - Accreted Market Discount Current Year of United States Treasury Note/Bond 1% 31 Aug 2019 - Adjustment Amount of $94.56, Federal Cost $94.56,	0.00		94.56		0.00

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Security Transactions (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount	Cost Adjusted Book Value	Accrued Income	Realized G/L Adj Realized G/L
Security Transactions (continued)						
Adjustments (continued)						
	State Cost $94.56, CUSIP 912828TN0					
June 4, 2019 June 4, 2019	Adjustment - Accreted Market Discount Current Year of United States Treasury Note/Bond 2.25% 15 Feb 2027 - Adjustment Amount of $117.22, Federal Cost $117.22, State Cost $117.22, CUSIP 912828V98	0.00		117.22		0.00
June 7, 2019 June 7, 2019	Adjustment of Cash Receipt via Wire, Spot Currency USD	0.00				0.00
June 20, 2019 June 20, 2019	Adjustment - Accreted Market Discount Current Year of Vodafone Group PLC 2.95% 19 Feb 2023 - Adjustment Amount of $23.61, Federal Cost $23.61, State Cost $23.61, CUSIP 92857WBC3	0.00		23.61		0.00
July 1, 2019 July 1, 2019	Adjustment - Accreted Market Discount Current Year of Morgan Stanley 2.625% 17 Nov 2021 - Adjustment Amount of $30.01, Federal Cost $30.01, State Cost $30.01, CUSIP 61746BED4	0.00		30.01		0.00
July 1, 2019 July 1, 2019	Adjustment - Accreted Market Discount Current Year of AbbVie Inc 2.9% 06 Nov 2022 - Adjustment Amount of $66.58, Federal Cost $66.58, State Cost $66.58, CUSIP 00287YAL3	0.00		66.58		0.00

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Security Transactions (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount	Cost Adjusted Book Value	Accrued Income	Realized G/L Adj Realized G/L
Security Transactions (continued)						
Adjustments (continued)						
July 1, 2019 July 1, 2019	Adjustment - Accreted Market Discount Current Year of SunTrust Banks Inc 2.7% 27 Jan 2022 - Adjustment Amount of $17.60, Federal Cost $17.60, State Cost $17.60, CUSIP 867914BM4	0.00		17.60		0.00
July 1, 2019 July 1, 2019	Adjustment - Accreted Market Discount Current Year of Wells Fargo & Co 3% 19 Feb 2025 - Adjustment Amount of $47.07, Federal Cost $47.07, State Cost $47.07, CUSIP 94974BGH7	0.00		47.07		0.00
July 1, 2019 July 1, 2019	Adjustment - Accreted Market Discount Current Year of Toyota Motor Credit Corp 2.9% 17 Apr 2024 - Adjustment Amount of $24.19, Federal Cost $24.19, State Cost $24.19, CUSIP 89236TDW2	0.00		24.19		0.00
July 1, 2019 July 1, 2019	Adjustment - Accreted Market Discount Current Year of Comcast Corp 2.85% 15 Jan 2023 - Adjustment Amount of $35.88, Federal Cost $35.88, State Cost $35.88, CUSIP 20030NBF7	0.00		35.88		0.00
July 1, 2019 July 1, 2019	Adjustment - Accreted Market Discount Current Year of Southern Co Gas Capital Corp 2.45% 01 Oct 2023 - Adjustment Amount of $26.50, Federal Cost $26.50,	0.00		26.50		0.00

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Security Transactions (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount	Cost Adjusted Book Value	Accrued Income	Realized G/L Adj Realized G/L
Security Transactions (continued)						
Adjustments (continued)						
	State Cost $26.50, CUSIP 8426EPAA6					
July 1, 2019 July 1, 2019	Adjustment - Accreted Market Discount Current Year of Anthem Inc 3.65% 01 Dec 2027 - Adjustment Amount of $27.27, Federal Cost $27.27, State Cost $27.27, CUSIP 036752AB9	0.00		27.27		0.00
July 1, 2019 July 1, 2019	Adjustment - Accreted Market Discount Current Year of Amgen Inc 3.125% 01 May 2025 - Adjustment Amount of $18.99, Federal Cost $18.99, State Cost $18.99, CUSIP 031162BY5	0.00		18.99		0.00
July 2, 2019 July 2, 2019	Adjustment - Accreted Market Discount Current Year of United States Treasury Note/Bond 1% 31 Aug 2019 - Adjustment Amount of $112.46, Federal Cost $112.46, State Cost $112.46, CUSIP 912828TN0	0.00		112.46		0.00
August 27, 2019 August 27, 2019	Adjustment - Accreted Market Discount Current Year of United States Treasury Note/Bond 1% 31 Aug 2019 - Adjustment Amount of $337.36, Federal Cost $337.36, State Cost $337.36, CUSIP 912828TN0	0.00		337.36		0.00
August 28, 2019 August 28, 2019	Adjustment - Accreted Market Discount Current Year of Sherwin-Williams Co/The	0.00		10.62		0.00

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Security Transactions (continued)

Trade Date Settlement Date	Transaction Description	Principal amount	Income amount	Cost Adjusted Book Value	Accrued Income	Realized G/L Adj Realized G/L
Security Transactions (continued)						
Adjustments (continued)						
	2.75% 01 Jun 2022 - Adjustment Amount of $10.62, Federal Cost $10.62, State Cost $10.62, CUSIP 824348AU0					
September 20, 2019 September 20, 2019	Adjustment - Accreted Market Discount Current Year of Healthcare Trust of America Holdings LP 3.375% 15 Jul 2021 - Adjustment Amount of $20.24, Federal Cost $20.24, State Cost $20.24, CUSIP 42225UAC8	0.00		20.24		0.00
Total Adjustments		**$0.00**	**$0.00**	**$1,442.56** **$0.00**	**$0.00**	**$0.00** **$0.00**
Total Security Transactions		**$0.00**	**$0.00**	**$1,442.56** **$0.00**	**$0.00**	**$0.00** **$0.00**

Income Accrual on September 30, 2019

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Cash and Equivalents							
Cash							
US Dollar Spot Currency: USD	0.00			0.00	0.00	0.00	0.00
Total Cash				**$0.00**	**$0.00**	**$0.00**	**$0.00**
Cash Equivalents							
Regions Trust Cash Sweep CUSIP: 999990484	205,927.90		1.69	274.88	4,399.81	4,528.96	145.73
Total Cash Equivalents				**$274.88**	**$4,399.81**	**$4,528.96**	**$145.73**
Accrued Income							
Ending Accrual	0.00			0.00	0.00	0.00	0.00
Total Accrued Income				**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Cash and Equivalents				**$274.88**	**$4,399.81**	**$4,528.96**	**$145.73**
Equity							
Domestic Large Cap							
BrandywineGLOBAL - Dynamic US Large Cap Value Fund CUSIP: 52471E647	171,857.396	12/05/18 12/06/18	1.72	0.00	116,679.91	116,679.91	0.00
Vanguard 500 Index Fund CUSIP: 922908710	3,658.008	09/25/19 09/26/19	1.98	0.00	22,850.37	22,850.37	0.00
Total Domestic Large Cap				**$0.00**	**$139,530.28**	**$139,530.28**	**$0.00**
Domestic Small-Mid Cap							
Wells Fargo Special Small Cap Value Fund CUSIP: 94988A668	19,860.637	12/14/18 12/17/18	.89	0.00	10,285.52	10,285.52	0.00
Total Domestic Small-Mid Cap				**$0.00**	**$10,285.52**	**$10,285.52**	**$0.00**

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Equity (continued)							
International Equity							
American Funds EuroPacific Growth Fund CUSIP: 298706821	35,866.267	06/13/19 06/13/19	1.6	0.00	23,225.27	23,225.27	0.00
Total International Equity				**$0.00**	**$23,225.27**	**$23,225.27**	**$0.00**
Total Equity				**$0.00**	**$173,041.07**	**$173,041.07**	**$0.00**
Fixed Income							
US Government							
United States Treasury Note/Bond 1% 31 Aug 2019 CUSIP: 912828TN0	0.00	02/28/19 02/28/19	1	0.00	419.55	419.55	0.00
United States Treasury Note/Bond 1.375% 31 Jan 2020 CUSIP: 912828UL2	50,000.00		1.38	0.00	62.60	-54.18	116.78
United States Treasury Note/Bond 1.625% 30 Jun 2020 CUSIP: 912828XH8	0.00	12/31/18 12/31/18		328.54	539.92	868.46	0.00
United States Treasury Note/Bond 2.25% 15 Feb 2027 CUSIP: 912828V98	0.00	02/15/19 02/15/19		28.74	1,095.75	1,124.49	0.00
United States Treasury Note/Bond 2.25% 15 Nov 2027 CUSIP: 9128283F5	135,000.00		2.15	0.00	870.04	-277.27	1,147.31
United States Treasury Note/Bond 2.375% 15 Aug 2024 CUSIP: 912828D56	0.00			242.66	309.46	552.12	0.00
Total US Government				**$599.94**	**$3,297.32**	**$2,633.17**	**$1,264.09**
Agency MBS							
Fannie Mae Pool FN 256394 6.5% 01 Sep 2036 CUSIP: 31371MXX0	1,301.30	09/01/19 09/25/19	5.69	9.07	94.08	96.10	7.05

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
Agency MBS (continued)							
Fannie Mae Pool FN 725238 5% 01 Mar 2034 CUSIP: 31402CV74	3,769.02	09/01/19 09/25/19	4.53	19.05	205.92	209.27	15.70
Fannie Mae Pool FN 745275 5% 01 Feb 2036 CUSIP: 31403C6L0	5,919.18	09/01/19 09/25/19	4.53	29.16	320.83	325.33	24.66
Fannie Mae Pool FN 745418 5.5% 01 Apr 2036 CUSIP: 31403DDX4	5,359.43	09/01/19 09/25/19	4.86	29.76	322.56	327.76	24.56
Fannie Mae Pool FN 893917 Flt 01 Oct 2036 CUSIP: 31410QDW8	13,287.80	09/01/19 09/25/19	4.34	51.88	647.64	649.06	50.46
Fannie Mae Pool FN 956263 6.5% 01 Nov 2037 CUSIP: 31413UZ44	643.79	09/01/19 09/25/19	5.83	3.58	42.38	42.47	3.49
Fannie Mae Pool FN AB2172 4% 01 Feb 2041 CUSIP: 31416XMW7	55,466.19	09/01/19 09/25/19	3.73	197.03	2,294.48	2,306.62	184.89
Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026 CUSIP: 3138A35V5	7,665.40	09/01/19 09/25/19	3.39	29.30	306.47	313.41	22.36
Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026 CUSIP: 3138A4Y58	6,563.68	09/01/19 09/25/19	3.39	25.08	262.25	268.19	19.14
Fannie Mae Pool FN AS7343 3% 01 Jun 2046 CUSIP: 3138WHER9	25,699.08	09/01/19 09/25/19	2.93	71.91	819.78	827.44	64.25
Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046 CUSIP: 3138WJQ35	18,216.35	09/01/19 09/25/19	3.38	61.44	689.12	697.43	53.13

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
Agency MBS (continued)							
Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046 CUSIP: 3140E45K9	16,312.80	09/01/19 09/25/19	3.36	50.04	577.09	579.55	47.58
Fannie Mae Pool FN BM5024 3% 01 Nov 2048 CUSIP: 3140J9SN2	23,393.50	09/01/19 09/25/19	2.94	0.00	281.93	223.45	58.48
Fannie Mae Pool FN MA2956 3% 01 Apr 2047 CUSIP: 31418CJA3	20,698.76	09/01/19 09/25/19	2.93	0.00	629.70	577.95	51.75
Fannie Mae Pool FN MA3088 4% 01 Aug 2047 CUSIP: 31418CNE0	22,844.26	09/01/19 09/25/19	3.81	88.60	997.34	1,009.79	76.15
Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047 CUSIP: 31418CPE8	0.00	07/01/19 07/25/19		244.07	2,346.28	2,590.35	0.00
Fannie Mae Pool FN MA3121 4% 01 Sep 2047 CUSIP: 31418CPF5	19,293.53	09/01/19 09/25/19	3.82	74.63	840.17	850.49	64.31
Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047 CUSIP: 31418CR89	29,611.09	09/01/19 09/25/19	3.38	69.00	1,032.14	1,014.77	86.37
Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043 CUSIP: 31292L5D3	46,716.62	09/01/19 09/16/19	2.91	130.96	1,485.44	1,499.61	116.79
Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043 CUSIP: 31292SAX8	21,075.73	09/01/19 09/16/19	2.91	58.33	666.30	671.94	52.69
Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035 CUSIP: 31283H6T7	4,676.72	09/01/19 09/16/19	5.71	34.38	358.13	367.18	25.33

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
Agency MBS (continued)							
Freddie Mac Gold Pool FG G08525 3% 01 May 2043 CUSIP: 3128MJSP6	47,784.55	09/01/19 09/16/19	2.91	133.26	1,515.55	1,529.35	119.46
Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046 CUSIP: 3128MJYG9	0.00	07/01/19 07/15/19		92.44	806.53	898.97	0.00
Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047 CUSIP: 3128MJZF0	0.00	01/01/19 01/15/19		55.41	205.16	260.57	0.00
Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043 CUSIP: 36179M2Q2	42,568.45	09/01/19 09/20/19	3.3	197.02	2,064.02	2,136.88	124.16
Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043 CUSIP: 36179NDR6	19,011.80	09/01/19 09/20/19	3.3	64.62	718.26	727.43	55.45
Ginnie Mae II Pool G2 MA3662 3% 20 May 2046 CUSIP: 36179SB71	18,572.35	09/01/19 09/20/19	2.91	0.00	406.90	360.47	46.43
Total Agency MBS				**$1,820.02**	**$20,936.45**	**$21,361.83**	**$1,394.64**
CMBS							
Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046 CUSIP: 17320DAG3	10,000.00	09/03/19 09/12/19	3	25.78	309.36	309.36	25.78
COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046 CUSIP: 12591KAE5	10,000.00	09/03/19 09/12/19	3.8	33.72	404.64	404.64	33.72
COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046 CUSIP: 12625KAE5	15,000.00	09/03/19 09/12/19	3.45	45.15	541.80	541.80	45.15

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
CMBS (continued)							
UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049 CUSIP: 90349DAD4	0.00	07/03/19 07/12/19		25.76	172.59	198.35	0.00
WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045 CUSIP: 92936YAC5	20,000.00	09/03/19 09/17/19	2.94	25.01	569.39	544.38	50.02
WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047 CUSIP: 92939FAT6	10,000.00	09/03/19 09/17/19	3.26	28.42	341.04	341.04	28.42
Total CMBS				**$183.84**	**$2,338.82**	**$2,339.57**	**$183.09**
US Credit							
21st Century Fox America Inc 6.9% 01 Mar 2019 CUSIP: 90131HAN5	0.00			57.50	3.83	61.33	0.00
Abbott Laboratories 2.9% 30 Nov 2021 CUSIP: 002824BD1	10,000.00	05/30/19 05/30/19	2.85	146.21	399.55	448.29	97.47
AbbVie Inc 2.9% 06 Nov 2022 CUSIP: 00287YAL3	5,000.00	05/06/19 05/06/19	2.85	116.81	254.55	312.96	58.40
American Express Co 2.5% 01 Aug 2022 CUSIP: 025816BM0	5,000.00	08/01/19 08/01/19	2.48	20.83	125.00	125.00	20.83
American Express Credit Corp 2.7% 03 Mar 2022 CUSIP: 0258M0EG0	5,000.00	09/03/19 09/03/19	2.65	10.50	135.00	135.00	10.50
Ameriprise Financial Inc 3.7% 15 Oct 2024 CUSIP: 03076CAG1	5,000.00	04/15/19 04/15/19	3.46	85.31	185.00	185.00	85.31
Amgen Inc 3.125% 01 May 2025 CUSIP: 031162BY5	5,000.00	05/01/19 05/01/19	3.01	130.21	274.30	339.41	65.10

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
US Credit (continued)							
Analog Devices Inc 3.9% 15 Dec 2025 CUSIP: 032654AJ4	5,000.00	06/15/19 06/17/19	3.63	57.42	195.00	195.00	57.42
Anheuser-Busch InBev Finance Inc 3.3% 01 Feb 2023 CUSIP: 035242AL0	0.00	02/11/19 02/11/19		55.00	119.17	174.17	0.00
Anheuser-Busch InBev Finance Inc 3.65% 01 Feb 2026 CUSIP: 035242AP1	5,000.00	08/01/19 08/01/19	3.41	0.00	54.25	23.83	30.42
Anthem Inc 3.125% 15 May 2022 CUSIP: 94973VAX5	5,000.00	05/15/19 05/15/19	3.05	59.03	156.26	156.26	59.03
Anthem Inc 3.65% 01 Dec 2027 CUSIP: 036752AB9	0.00	06/01/19 06/03/19		60.83	137.89	198.72	0.00
Aptiv Plc Note 3.150%19 Nov 20 CUSIP: 03835VAA4	0.00	03/15/19 03/15/19		115.50	143.50	259.00	0.00
Archer-Daniels-Midland Co 4.479% 01 Mar 2021 CUSIP: 039483BB7	0.00	03/01/19 03/01/19		3.73	30.24	33.97	0.00
AT&T Inc 4.45% 01 Apr 2024 CUSIP: 00206RDC3	15,000.00	04/01/19 04/01/19	4.11	333.75	667.50	667.50	333.75
Bank of America Corp 3.3% 11 Jan 2023 CUSIP: 06051GEU9	15,000.00	07/11/19 07/11/19	3.19	110.00	495.00	495.00	110.00
Berkshire Hathaway Energy Co 3.75% 15 Nov 2023 CUSIP: 59562VAY3	5,000.00	05/15/19 05/15/19	3.53	141.67	329.16	400.00	70.83
BP Capital Markets PLC 3.216% 28 Nov 2023 CUSIP: 05565QDG0	10,000.00	05/28/19 05/28/19	3.1	109.88	321.60	321.60	109.88
Bristol-Myers Squibb Co 6.8% 15 Nov 2026 CUSIP: 110122AB4	5,000.00		5.34	0.00	103.88	-24.56	128.44

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
US Credit (continued)							
Canadian Natural Resources Ltd 2.95% 15 Jan 2023 CUSIP: 136385AW1	5,000.00	07/15/19 07/15/19	2.9	31.14	147.50	147.50	31.14
Canadian Natural Resources Ltd 3.45% 15 Nov 2021 CUSIP: 136385AR2	5,000.00	05/15/19 05/15/19	3.38	65.17	172.50	172.50	65.17
Canadian Pacific Railway Co 4.45% 15 Mar 2023 CUSIP: 13645RAK0	5,000.00	09/15/19 09/16/19	4.15	9.89	222.50	222.50	9.89
Canadian Pacific Railway Co 7.25% 15 May 2019 CUSIP: 13645RAJ3	0.00			136.94	8.06	145.00	0.00
Capital One Financial Corp 3.3% 30 Oct 2024 CUSIP: 14040HBT1	5,000.00		3.19	0.00	68.75	-0.46	69.21
Capital One Financial Corp 3.45% 30 Apr 2021 CUSIP: 14040HBY0	0.00	04/30/19 04/30/19		72.35	100.63	172.98	0.00
Capital One Financial Corp 4.75% 15 Jul 2021 CUSIP: 14040HAY1	5,000.00	07/15/19 07/15/19	4.55	100.28	416.94	467.08	50.14
Chevron Corp 2.419% 17 Nov 2020 CUSIP: 166764AY6	0.00	11/17/18 11/19/18		45.02	42.34	87.36	0.00
Chubb INA Holdings Inc 2.3% 03 Nov 2020 CUSIP: 00440EAT4	10,000.00	05/03/19 05/03/19	2.29	94.56	230.00	230.00	94.56
Citigroup Inc 2.7% 30 Mar 2021 CUSIP: 172967KK6	0.00	09/30/18 10/01/18		67.88	27.37	95.25	0.00
Citigroup Inc 2.75% 25 Apr 2022 CUSIP: 172967LG4	5,000.00	04/25/19 04/25/19	2.71	0.00	109.61	50.03	59.58

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
US Credit (continued)							
Citigroup Inc 3.2% 21 Oct 2026 CUSIP: 172967KY6	5,000.00		3.1	0.00	21.78	-49.33	71.11
Citigroup Inc 3.4% 01 May 2026 CUSIP: 172967KN0	0.00	05/01/19 05/01/19		141.67	275.30	416.97	0.00
Comcast Corp 2.85% 15 Jan 2023 CUSIP: 20030NBF7	0.00	01/15/19 01/15/19		30.08	107.67	137.75	0.00
Comcast Corp 3.95% 15 Oct 2025 CUSIP: 20030NCS8	5,000.00		3.63	0.00	86.13	-4.94	91.07
ConocoPhillips Co 4.95% 15 Mar 2026 CUSIP: 20826FAQ9	5,000.00	09/15/19 09/16/19	4.29	22.00	434.50	445.50	11.00
CSX Corp 4.25% 01 Jun 2021 CUSIP: 126408GV9	5,000.00	06/01/19 06/03/19	4.13	141.67	373.05	443.89	70.83
CVS Health Corp 2.75% 01 Dec 2022 CUSIP: 126650BZ2	0.00	12/01/18 12/03/18	2.72	0.00	29.03	29.03	0.00
CVS Health Corp 3.7% 09 Mar 2023 CUSIP: 126650CV0	15,000.00	09/09/19 09/09/19	3.55	22.61	486.66	475.35	33.92
CVS Health Corp 4.125% 15 May 2021 CUSIP: 126650BW9	0.00	05/15/19 05/15/19		77.92	155.84	233.76	0.00
Digital Realty Trust LP 2.75% 01 Feb 2023 CUSIP: 25389JAS5	5,000.00	08/01/19 08/01/19	2.72	22.92	137.50	137.50	22.92
Dominion Energy Gas Holdings LLC 3.6% 15 Dec 2024 CUSIP: 257375AH8	10,000.00	06/15/19 06/17/19	3.4	159.00	496.00	549.00	106.00
Dow Chemical Co/The 8.55% 15 May 2019 CUSIP: 260543BX0	0.00			323.00	19.00	342.00	0.00
Duke Energy Corp 3.15% 15 Aug 2027 CUSIP: 26441CAX3	10,000.00		3.03	0.00	3.50	-36.75	40.25
Duke Energy Corp 3.75% 15 Apr 2024 CUSIP: 26441CAN5	0.00	04/15/19 04/15/19		259.38	512.50	771.88	0.00

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
US Credit (continued)							
Eaton Corp 2.75% 02 Nov 2022 CUSIP: 278062AC8	5,000.00		2.7	0.00	58.06	1.15	56.91
Enterprise Products Operating LLC 2.55% 15 Oct 2019 CUSIP: 29379VBD4	0.00			117.58	5.67	123.25	0.00
Enterprise Products Operating LLC 3.75% 15 Feb 2025 CUSIP: 29379VBE2	5,000.00	08/15/19 08/15/19	3.52	0.00	151.56	127.60	23.96
Enterprise Products Operating LLC 5.25% 31 Jan 2020 CUSIP: 29379VAF0	5,000.00	07/31/19 07/31/19	5.2	44.48	262.50	262.50	44.48
Equinor ASA 7.75% 15 Jun 2023 CUSIP: 656531AC4	5,000.00	06/15/19 06/17/19	6.46	114.10	387.50	387.50	114.10
FedEx Corp 3.2% 01 Feb 2025 CUSIP: 31428XBC9	5,000.00	08/01/19 08/01/19	3.11	26.67	160.00	160.00	26.67
Fiserv Inc 2.7% 01 Jun 2020 CUSIP: 337738AN8	10,000.00	06/01/19 06/03/19	2.69	45.00	248.25	203.25	90.00
Fiserv Inc 3.5% 01 Oct 2022 CUSIP: 337738AM0	0.00	04/01/19 04/01/19	3.37	0.00	97.22	97.22	0.00
Fiserv Inc 3.85% 01 Jun 2025 CUSIP: 337738AP3	5,000.00	06/01/19 06/03/19	3.6	64.17	192.50	192.50	64.17
General Motors Financial Co Inc 4.2% 01 Mar 2021 CUSIP: 37045XBF2	10,000.00	09/01/19 09/03/19	4.11	35.00	420.00	420.00	35.00
Gilead Sciences Inc 3.5% 01 Feb 2025 CUSIP: 375558AZ6	5,000.00	08/01/19 08/01/19	3.32	0.00	115.70	86.53	29.17
Gilead Sciences Inc 3.7% 01 Apr 2024 CUSIP: 375558AW3	0.00	04/01/19 04/01/19		185.00	202.47	387.47	0.00
GlaxoSmithKline Capital Inc 3.375% 15 May 2023 CUSIP: 377372AL1	5,000.00	05/15/19 05/15/19	3.23	63.75	168.76	168.76	63.75

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
US Credit (continued)							
Goldman Sachs Group Inc/The 5.25% 27 Jul 2021 CUSIP: 38141GGQ1	10,000.00	07/27/19 07/29/19	4.98	140.00	723.33	770.00	93.33
Healthcare Trust of America Holdings LP 3.375% 15 Jul 2021 CUSIP: 42225UAC8	0.00	09/20/19 09/20/19		0.00	215.63	215.63	0.00
Healthcare Trust of America Holdings LP 3.5% 01 Aug 2026 CUSIP: 42225UAD6	5,000.00		3.4	0.00	9.24	-19.93	29.17
Home Depot Inc/The 2% 01 Apr 2021 CUSIP: 437076BL5	0.00	10/01/18 10/01/18		50.00	35.00	85.00	0.00
Iberdrola International BV 5.81% 15 Mar 2025 CUSIP: 81013TAC5	10,000.00	09/15/19 09/16/19	5.03	25.82	581.00	581.00	25.82
International Business Machines Corp 7% 30 Oct 2025 CUSIP: 459200AM3	0.00	04/30/19 04/30/19		146.81	264.44	411.25	0.00
International Paper Co 4.75% 15 Feb 2022 CUSIP: 460146CG6	5,000.00	08/15/19 08/15/19	4.5	60.69	416.95	447.29	30.35
Interpublic Group of Cos Inc/The 4% 15 Mar 2022 CUSIP: 460690BH2	5,000.00	09/15/19 09/16/19	3.87	8.89	200.00	200.00	8.89
Interpublic Group of Cos Inc/The 4.2% 15 Apr 2024 CUSIP: 460690BL3	0.00	04/15/19 04/15/19		96.83	158.67	255.50	0.00
JPMorgan Chase & Co 4.35% 15 Aug 2021 CUSIP: 46625HJC5	15,000.00	08/15/19 08/15/19	4.18	83.37	652.50	652.50	83.37
JPMorgan Chase & Co 4.4% 22 Jul 2020 CUSIP: 46625HHS2	0.00	01/22/19 01/22/19		42.17	297.61	339.78	0.00

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
US Credit (continued)							
JPMorgan Chase & Co 4.5% 24 Jan 2022 CUSIP: 46625HJD3	10,000.00	07/24/19 07/24/19	4.27	83.75	450.00	450.00	83.75
Lincoln National Corp 3.625% 12 Dec 2026 CUSIP: 534187BF5	5,000.00	09/12/19 09/12/19	3.45	9.57	181.26	181.26	9.57
Lincoln National Corp 8.75% 01/07/2019 CUSIP: 534187AX7	0.00	03/09/18 03/09/18		0.00	0.00	0.00	0.00
Lockheed Martin Corp 2.9% 01 Mar 2025 CUSIP: 539830BE8	5,000.00	09/01/19 09/03/19	2.79	12.08	145.00	145.00	12.08
LYB International Finance BV 4% 15 Jul 2023 CUSIP: 50247VAA7	10,000.00	07/15/19 07/15/19	3.78	84.44	400.00	400.00	84.44
Martin Marietta Materials Inc 4.25% 02 Jul 2024 CUSIP: 573284AN6	10,000.00	07/02/19 07/02/19	3.97	52.53	391.36	338.82	105.07
Microsoft Corp 2.65% 03 Nov 2022 CUSIP: 594918BH6	0.00	05/03/19 05/03/19		54.47	100.11	154.58	0.00
Microsoft Corp 2.875% 06 Feb 2024 CUSIP: 594918BX1	5,000.00	08/06/19 08/06/19	2.76	0.00	121.00	99.04	21.96
Morgan Stanley 2.625% 17 Nov 2021 CUSIP: 61746BED4	10,000.00	05/17/19 05/17/19	2.6	0.00	299.33	201.62	97.71
Morgan Stanley 3.125% 23 Jan 2023 CUSIP: 61744YAN8	5,000.00	07/23/19 07/23/19	3.05	29.51	156.26	156.26	29.51
National Rural Utilities Cooperative Finance Corp 2.95% 07 Feb 2024 CUSIP: 637432NL5	10,000.00	08/07/19 08/07/19	2.85	44.25	295.00	295.00	44.25

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
US Credit (continued)							
Norfolk Southern Corp 3.25% 01 Dec 2021 CUSIP: 655844BG2	10,000.00	06/01/19 06/03/19	3.18	108.33	325.00	325.00	108.33
Nucor Corp 4% 01 Aug 2023 CUSIP: 670346AM7	10,000.00	08/01/19 08/01/19	3.77	66.67	400.00	400.00	66.67
NVIDIA Corp 3.2% 16 Sep 2026 CUSIP: 67066GAE4	5,000.00	09/16/19 09/16/19	3.04	6.67	160.00	160.00	6.67
Oracle Corp 2.4% 15 Sep 2023 CUSIP: 68389XBL8	5,000.00	09/15/19 09/16/19	2.37	5.33	120.00	120.00	5.33
Petroleos Mexicanos 6.375% 04 Feb 2021 CUSIP: 71654QCA8	0.00	02/04/19 02/04/19		100.94	233.75	334.69	0.00
Philip Morris International Inc 3.25% 10 Nov 2024 CUSIP: 718172BM0	5,000.00	05/10/19 05/10/19	3.1	63.65	162.50	162.50	63.65
Province of Quebec Canada 7.125% 09 Feb 2024 CUSIP: 748148PD9	5,000.00	08/09/19 08/09/19	5.85	51.46	356.26	356.26	51.46
Prudential Financial Inc 3.878% 27 Mar 2028 CUSIP: 74432QCC7	5,000.00	09/27/19 09/27/19	3.53	2.15	193.90	193.90	2.15
RELX Capital Inc 3.125% 15 Oct 2022 CUSIP: 758202AK1	10,000.00	04/15/19 04/15/19	3.06	0.00	262.59	118.49	144.10
RELX Capital Inc 8.625% 15 Jan 2019 CUSIP: 758202AG0	0.00	01/15/19 01/15/19		182.08	153.34	335.42	0.00
Rockwell Collins Inc 3.2% 15 Mar 2024 CUSIP: 774341AJ0	10,000.00	09/15/19 09/16/19	3.08	14.22	320.00	320.00	14.22
Roper Technologies Inc 3.125% 15 Nov 2022 CUSIP: 776696AE6	5,000.00	05/15/19 05/15/19	3.04	59.03	156.26	156.26	59.03

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
US Credit (continued)							
Ryder System Inc 2.25% 01 Sep 2021 CUSIP: 78355HKC2	5,000.00	09/01/19 09/03/19	2.25	0.00	94.38	85.00	9.38
Ryder System Inc 2.8% 01 Mar 2022 CUSIP: 78355HKD0	10,000.00	09/01/19 09/03/19	2.76	23.33	358.94	358.94	23.33
Sherwin-Williams Co/The 2.75% 01 Jun 2022 CUSIP: 824348AU0	3,000.00	08/26/19 08/28/19	2.71	45.83	132.46	150.79	27.50
Sherwin-Williams Co/The 3.125% 01 Jun 2024 CUSIP: 824348AV8	0.00	06/01/19 06/03/19		52.08	118.07	170.15	0.00
Southern California Gas Co 3.15% 15 Sep 2024 CUSIP: 842434CM2	5,000.00	09/15/19 09/16/19	3.02	7.00	157.50	157.50	7.00
Southern Co Gas Capital Corp 2.45% 01 Oct 2023 CUSIP: 8426EPAA6	5,000.00	04/01/19 04/01/19	2.44	122.50	215.06	276.31	61.25
Southwest Airlines Co 2007-1 Pass Through Trust 6.15% 01 Aug 2022 CUSIP: 84474YAA4	4,018.80	08/01/19 08/01/19	5.82	52.28	286.59	297.68	41.19
Sunoco Logistics Partners Operations LP 3.45% 15 Jan 2023 CUSIP: 86765BAL3	5,000.00	07/15/19 07/15/19	3.38	36.42	172.50	172.50	36.42
Sunoco Logistics Partners Operations LP 4.65% 15 Feb 2022 CUSIP: 86765BAJ8	0.00	02/15/19 02/15/19		29.71	175.67	205.38	0.00
SunTrust Banks Inc 2.7% 27 Jan 2022 CUSIP: 867914BM4	5,000.00	07/27/19 07/29/19	2.67	0.00	153.75	129.75	24.00
SunTrust Banks Inc 2.9% 03 Mar 2021 CUSIP: 867914BK8	0.00			22.56	89.41	111.97	0.00

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
US Credit (continued)							
TCI Communications Inc 7.875% 15 Feb 2026 CUSIP: 872287AF4	5,000.00	08/15/19 08/15/19	6.02	0.00	344.54	294.23	50.31
TC PipeLines LP 4.65% 15 Jun 2021 CUSIP: 87233QAA6	10,000.00	06/15/19 06/17/19	4.51	136.92	465.00	465.00	136.92
Telefonica Emisiones SA 5.134% 27 Apr 2020 CUSIP: 87938WAM5	20,000.00	04/27/19 04/29/19	5.05	439.24	1,026.80	1,026.80	439.24
Thermo Fisher Scientific Inc 3% 15 Apr 2023 CUSIP: 883556BN1	0.00	10/15/18 10/15/18		69.17	67.91	137.08	0.00
Thermo Fisher Scientific Inc 3.6% 15 Aug 2021 CUSIP: 883556AZ5	0.00	02/15/19 02/15/19		23.00	136.00	159.00	0.00
Thermo Fisher Scientific Inc 4.15% 01 Feb 2024 CUSIP: 883556BF8	5,000.00	08/01/19 08/01/19	3.86	0.00	113.55	78.97	34.58
Toyota Motor Credit Corp 2.9% 17 Apr 2024 CUSIP: 89236TDW2	5,000.00	04/17/19 04/17/19	2.8	66.06	204.61	204.61	66.06
TransCanada PipeLines Ltd 4.25% 15 May 2028 CUSIP: 89352HAW9	5,000.00	05/15/19 05/15/19	3.84	85.00	212.50	217.22	80.28
UnitedHealth Group Inc 3.75% 15 Jul 2025 CUSIP: 91324PCP5	5,000.00	07/15/19 07/15/19	3.49	39.58	187.50	187.50	39.58
UnitedHealth Group Inc 4.7% 15 Feb 2021 CUSIP: 91324PBP6	0.00	02/15/19 02/15/19	4.56	0.00	132.51	132.51	0.00
Valero Energy Corp 3.65% 15 Mar 2025 CUSIP: 91913YAS9	5,000.00	09/15/19 09/16/19	3.46	8.11	182.50	182.50	8.11

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
US Credit (continued)							
Valero Energy Corp 6.125% 01/02/2020 CUSIP: 91913YAR1	0.00	04/25/19 04/25/19		51.04	173.55	224.59	0.00
Ventas Realty LP 3.5% 01 Feb 2025 CUSIP: 92277GAE7	5,000.00	08/01/19 08/01/19	3.34	29.17	175.00	175.00	29.17
Verizon Communications Inc 3.5% 01 Nov 2024 CUSIP: 92343VCR3	10,000.00	05/01/19 05/01/19	3.31	0.00	178.89	33.06	145.83
Verizon Communications Inc 5.15% 15 Sep 2023 CUSIP: 92343VBR4	0.00	03/15/19 03/15/19		22.89	405.56	428.45	0.00
Virginia Electric & Power Co 2.75% 15 Mar 2023 CUSIP: 927804FN9	0.00			12.22	36.67	48.89	0.00
Virginia Electric & Power Co 3.45% 01 Sep 2022 CUSIP: 927804FJ8	5,000.00	09/01/19 09/03/19	3.34	0.00	256.84	242.46	14.38
Vodafone Group PLC 2.95% 19 Feb 2023 CUSIP: 92857WBC3	0.00	02/19/19 02/19/19		17.21	106.12	123.33	0.00
Vodafone Group PLC 4.125% 30 May 2025 CUSIP: 92857WBJ8	5,000.00	05/30/19 05/30/19	3.82	69.32	206.26	206.26	69.32
Waste Management Inc 3.125% 01 Mar 2025 CUSIP: 94106LBA6	5,000.00	09/01/19 09/03/19	2.98	13.02	156.26	156.26	13.02
Waste Management Inc 4.75% 30 Jun 2020 CUSIP: 94106LAW9	5,000.00	06/30/19 07/01/19	4.66	60.03	237.50	237.50	60.03
Wells Fargo & Co 3% 19 Feb 2025 CUSIP: 94974BGH7	5,000.00	08/19/19 08/19/19	2.92	35.00	263.33	280.83	17.50

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Income Accrual on September 30, 2019 (continued)

	Number of shares	Ex date Pay date	Annual rate	Beginning Accrual	Income Earned	Income Received	Ending Accrual
Fixed Income (continued)							
US Credit (continued)							
Wells Fargo & Co 4.6% 01 Apr 2021 CUSIP: 94974BEV8	10,000.00	04/01/19 04/01/19	4.44	230.00	460.00	460.00	230.00
WestRock RKT LLC 3.5% 01/03/2020 CUSIP: 772739AP3	0.00	06/01/19 06/03/19		43.75	352.92	396.67	0.00
WestRock RKT LLC 4.45% 01 Mar 2019 CUSIP: 772739AJ7	0.00			18.54	4.95	23.49	0.00
Total US Credit				**$7,680.10**	**$28,264.42**	**$30,386.86**	**$5,557.66**
Unmapped Instr Type							
Templeton Global Bond Fund/United States CUSIP: 880208400	62,530.201	09/14/19 09/18/19	8.1	0.00	39,672.84	39,672.84	0.00
Total Unmapped Instr Type				**$0.00**	**$39,672.84**	**$39,672.84**	**$0.00**
Total Fixed Income				**$10,283.90**	**$94,509.85**	**$96,394.27**	**$8,399.48**
Balanced - Multi-Asset							
Domestic Funds							
BlackRock Multi-Asset Income Fund CUSIP: 09256H336	69,776.917		5.16	0.00	21,717.28	21,717.28	0.00
Westwood Income Opportunity Fund CUSIP: 0075W0775	0.00	12/28/18 12/31/18		0.00	4,343.46	4,343.46	0.00
Total Domestic Funds				**$0.00**	**$26,060.74**	**$26,060.74**	**$0.00**
Total Balanced - Multi-Asset				**$0.00**	**$26,060.74**	**$26,060.74**	**$0.00**
Alternative Investments							
Diversified Strategies (Liquid Alts)							
PIMCO All Asset Fund CUSIP: 722005626	58,048.082	09/12/19 09/12/19	4.86	0.00	23,868.61	23,868.61	0.00
Total Diversified Strategies (Liquid Alts)				**$0.00**	**$23,868.61**	**$23,868.61**	**$0.00**
Total Alternative Investments				**$0.00**	**$23,868.61**	**$23,868.61**	**$0.00**
Total Accrual				**$10,558.78**	**$321,880.08**	**$323,893.65**	**$8,545.21**

5500 Schedule of Realized Gain/Loss

Asset Description	Number of Shares	Sales Proceeds	Adjusted Book Value	Realized Gain or Loss
American Funds EuroPacific Growth Fund	3,254.211	170,000.00	-172,315.22	-2,315.22
Vanguard 500 Index Fund	1,496.076	393,000.00	-402,337.93	-9,337.93
Wells Fargo Special Small Cap Value Fund	2,918.004	100,000.00	-109,005.39	-9,005.39
Total Equity		**$663,000.00**	**-$683,658.54**	**-$20,658.54**
21st Century Fox America Inc 6.9% 01 Mar 2019	10,000.00	10,165.20	-10,167.27	-2.07
Abbott Laboratories 2.9% 30 Nov 2021	5,000.00	5,082.10	-4,937.50	144.60
AbbVie Inc 2.9% 06 Nov 2022	5,000.00	5,054.50	-4,857.53	196.97
Amgen Inc 3.125% 01 May 2025	5,000.00	5,117.45	-4,785.45	332.00
Anheuser-Busch InBev Finance Inc 3.3% 01 Feb 2023	10,000.00	9,876.30	-9,886.64	-10.34
Anthem Inc 3.65% 01 Dec 2027	5,000.00	5,210.20	-4,749.97	460.23
Aptiv Plc Note 3.150%19 Nov 20	10,000.00	10,060.42	-9,909.40	151.02
Archer-Daniels-Midland Co 4.479% 01 Mar 2021	1,000.00	1,033.54	-1,028.97	4.57
Berkshire Hathaway Energy Co 3.75% 15 Nov 2023	5,000.00	5,265.90	-5,048.44	217.47
Canadian Pacific Railway Co 7.25% 15 May 2019	5,000.00	5,131.75	-5,136.73	-4.98
Capital One Financial Corp 3.45% 30 Apr 2021	5,000.00	5,055.75	-4,994.80	60.95
Capital One Financial Corp 4.75% 15 Jul 2021	5,000.00	5,230.95	-5,162.35	68.60
Chevron Corp 2.419% 17 Nov 2020	5,000.00	4,977.40	-4,940.09	37.31
Citigroup Inc 2.7% 30 Mar 2021	5,000.00	4,885.55	-4,915.61	-30.06
Citigroup Inc 3.4% 01 May 2026	10,000.00	10,404.10	-9,504.26	899.84
Comcast Corp 2.85% 15 Jan 2023	5,000.00	5,099.80	-4,849.98	249.82
Comcast Corp 3.95% 15 Oct 2025	5,000.00	4,988.70	-4,971.45	17.25
ConocoPhillips Co 4.95% 15 Mar 2026	5,000.00	5,703.80	-5,397.02	306.78
CSX Corp 4.25% 01 Jun 2021	5,000.00	5,160.70	-5,106.12	54.59
CVS Health Corp 2.75% 01 Dec 2022	5,000.00	4,882.55	-4,770.80	111.75
CVS Health Corp 4.125% 15 May 2021	5,000.00	5,130.45	-5,080.08	50.37
Dominion Energy Gas Holdings LLC 3.6% 15 Dec 2024	5,000.00	5,217.05	-4,879.76	337.29
Dow Chemical Co/The 8.55% 15 May 2019	10,000.00	10,327.80	-10,341.47	-13.67
Duke Energy Corp 3.75% 15 Apr 2024	15,000.00	15,880.75	-14,995.50	885.25
Eaton Corp 2.75% 02 Nov 2022	5,000.00	5,061.05	-5,001.05	60.00

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5500 Schedule of Realized Gain/Loss (continued)

Asset Description	Number of Shares	Sales Proceeds	Adjusted Book Value	Realized Gain or Loss
Enterprise Products Operating LLC 2.55% 15 Oct 2019	10,000.00	9,958.40	-9,960.23	-1.83
Fannie Mae Pool FN 256394 6.5% 01 Sep 2036		373.49	-409.86	-36.37
Fannie Mae Pool FN 725238 5% 01 Mar 2034		802.38	-854.45	-52.07
Fannie Mae Pool FN 745275 5% 01 Feb 2036		1,078.40	-1,145.34	-66.94
Fannie Mae Pool FN 745418 5.5% 01 Apr 2036		1,133.12	-1,224.29	-91.17
Fannie Mae Pool FN 893917 Flt 01 Oct 2036		4,253.77	-4,456.17	-202.40
Fannie Mae Pool FN 956263 6.5% 01 Nov 2037		17.44	-19.12	-1.68
Fannie Mae Pool FN AB2172 4% 01 Feb 2041		3,644.85	-3,708.30	-63.45
Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026		2,381.49	-2,394.91	-13.42
Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026		2,035.83	-2,047.29	-11.46
Fannie Mae Pool FN AS7343 3% 01 Jun 2046		3,064.41	-2,935.77	128.64
Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046		2,848.01	-2,809.57	38.46
Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046		842.16	-832.17	10.01
Fannie Mae Pool FN BM5024 3% 01 Nov 2048		863.49	-856.41	7.08
Fannie Mae Pool FN MA2956 3% 01 Apr 2047		1,638.60	-1,552.83	85.77
Fannie Mae Pool FN MA3088 4% 01 Aug 2047		3,735.64	-3,774.40	-38.76
Fannie Mae Pool FN MA3120 3.5% 01 Sep 2047	100,000.00	94,943.93	-91,422.30	3,521.65
Fannie Mae Pool FN MA3121 4% 01 Sep 2047		3,094.37	-3,126.40	-32.03
Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047		3,335.63	-3,293.35	42.28
Fiserv Inc 3.5% 01 Oct 2022	5,000.00	5,162.25	-4,961.35	200.90
Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043		5,666.30	-5,471.40	194.92
Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043		2,255.65	-2,178.07	77.59
Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035		1,670.53	-1,848.06	-177.53
Freddie Mac Gold Pool FG G08525 3% 01 May 2043		5,518.84	-5,325.82	193.04
Freddie Mac Gold Pool FG G08710 3% 01 Jun 2046	45,000.00	37,361.90	-35,440.14	1,921.77
Freddie Mac Gold Pool FG G08741 3% 01 Jan 2047	25,000.00	21,587.06	-21,224.10	362.96
Gilead Sciences Inc 3.5% 01 Feb 2025	5,000.00	5,238.60	-5,080.10	158.50
Gilead Sciences Inc 3.7% 01 Apr 2024	10,000.00	10,297.60	-10,030.95	266.65
Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043	50,000.00	25,516.72	-24,980.16	536.56

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5500 Schedule of Realized Gain/Loss (continued)

Asset Description	Number of Shares	Sales Proceeds	Adjusted Book Value	Realized Gain or Loss
Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043		3,143.72	-3,143.87	-0.15
Ginnie Mae II Pool G2 MA3662 3% 20 May 2046		2,355.12	-2,324.59	30.53
Goldman Sachs Group Inc/The 5.25% 27 Jul 2021	5,000.00	5,279.65	-5,234.99	44.66
Healthcare Trust of America Holdings LP 3.375% 15 Jul 2021	10,000.00	10,248.10	-9,918.40	329.70
Home Depot Inc/The 2% 01 Apr 2021	5,000.00	4,939.05	-4,874.26	64.79
International Business Machines Corp 7% 30 Oct 2025	5,000.00	6,242.15	-5,978.94	263.21
International Paper Co 4.75% 15 Feb 2022	5,000.00	5,277.30	-5,179.49	97.81
Interpublic Group of Cos Inc/The 4.2% 15 Apr 2024	5,000.00	5,387.60	-5,006.66	380.94
JPMorgan Chase & Co 4.4% 22 Jul 2020	10,000.00	10,200.90	-10,185.80	15.10
Lincoln National Corp 8.75% 01/07/2019	0.00	0.00	0.00	0.00
Microsoft Corp 2.65% 03 Nov 2022	5,000.00	5,110.55	-4,898.00	212.55
Morgan Stanley 2.625% 17 Nov 2021	5,000.00	5,030.20	-4,843.55	186.65
Petroleos Mexicanos 6.375% 04 Feb 2021	10,000.00	10,252.50	-10,485.10	-232.60
RELX Capital Inc 8.625% 15 Jan 2019	10,000.00	10,062.80	-10,156.84	-94.04
Ryder System Inc 2.8% 01 Mar 2022	5,000.00	5,046.05	-4,871.30	174.75
Sherwin-Williams Co/The 2.75% 01 Jun 2022	2,000.00	2,047.22	-1,939.66	107.56
Sherwin-Williams Co/The 3.125% 01 Jun 2024	5,000.00	5,111.75	-4,802.43	309.32
Southern Co Gas Capital Corp 2.45% 01 Oct 2023	5,000.00	4,983.10	-4,691.06	292.04
Southwest Airlines Co 2007-1 Pass Through Trust 6.15% 01 Aug 2022		1,082.18	-1,140.15	-57.97
Sunoco Logistics Partners Operations LP 4.65% 15 Feb 2022	5,000.00	5,231.05	-5,114.36	116.69
SunTrust Banks Inc 2.7% 27 Jan 2022	5,000.00	5,032.95	-4,875.45	157.50
SunTrust Banks Inc 2.9% 03 Mar 2021	10,000.00	9,919.60	-9,885.48	34.12
Thermo Fisher Scientific Inc 3% 15 Apr 2023	5,000.00	4,974.20	-4,847.52	126.68
Thermo Fisher Scientific Inc 3.6% 15 Aug 2021	5,000.00	5,114.65	-5,016.44	98.21
Toyota Motor Credit Corp 2.9% 17 Apr 2024	5,000.00	5,128.80	-4,874.63	254.17
UBS-Barclays Commercial Mortgage Trust 2012-C3 UBSBB 2012-C3 A4 3.091% 10 Aug 2049	20,000.00	20,001.17	-19,767.59	233.58
UnitedHealth Group Inc 4.7% 15 Feb 2021	5,000.00	5,164.60	-5,122.05	42.55
United States Treasury Note/Bond 1% 31 Aug 2019	75,000.00	74,912.45	-74,247.31	665.14

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5500 Schedule of Realized Gain/Loss (continued)

Asset Description	Number of Shares	Sales Proceeds	Adjusted Book Value	Realized Gain or Loss
United States Treasury Note/Bond 1.625% 30 Jun 2020	155,000.00	152,749.48	-151,935.02	814.46
United States Treasury Note/Bond 2.25% 15 Feb 2027	135,000.00	136,660.99	-131,297.97	5,363.02
United States Treasury Note/Bond 2.25% 15 Nov 2027	55,000.00	56,368.14	-55,751.48	616.66
United States Treasury Note/Bond 2.375% 15 Aug 2024	80,000.00	78,231.13	-77,356.25	874.88
Valero Energy Corp 6.125% 01/02/2020	5,000.00	5,123.95	-5,187.93	-63.98
Verizon Communications Inc 3.5% 01 Nov 2024	5,000.00	5,250.20	-5,113.25	136.95
Verizon Communications Inc 5.15% 15 Sep 2023	15,000.00	16,396.35	-15,988.69	407.66
Virginia Electric & Power Co 2.75% 15 Mar 2023	10,000.00	9,684.50	-9,683.44	1.06
Virginia Electric & Power Co 3.45% 01 Sep 2022	5,000.00	5,150.05	-4,976.50	173.55
Vodafone Group PLC 2.95% 19 Feb 2023	5,000.00	5,076.30	-4,822.39	253.91
Wells Fargo & Co 3% 19 Feb 2025	5,000.00	5,092.15	-4,732.96	359.19
WestRock RKT LLC 3.5% 01/03/2020	15,000.00	15,078.45	-15,000.48	77.97
WestRock RKT LLC 4.45% 01 Mar 2019	5,000.00	5,030.75	-5,031.40	-0.65
Total Fixed Income		**$1,153,496.47**	**-$1,129,085.23**	**$24,411.38**
Westwood Income Opportunity Fund	47,727.981	718,306.11	-750,567.26	-32,261.15
Total Balanced/Multi-Asset		**$718,306.11**	**-$750,567.26**	**-$32,261.15**
Regions Trust Cash Sweep	5,187,300.86	5,187,300.86	-5,187,300.86	0.00
Total Cash and Equivalents		**$5,187,300.86**	**-$5,187,300.86**	**$0.00**
Total For M68593 COCOA GEN MAST-Stmt Group		**$7,722,103.44**	**-$7,750,611.89**	**-$28,508.31**

5500 Schedule of Unrealized Gain/Loss

Asset Description	Number of Shares	Ending Market	Ending Adjusted Book Value	Unrealized Gain or Loss
Equity				
American Funds EuroPacific Growth Fund	35,866.267	1,864,328.56	1,899,171.12	-34,842.56
BrandywineGLOBAL - Dynamic US Large Cap Value Fund	171,857.396	2,022,761.55	2,205,673.76	-182,912.21
Vanguard 500 Index Fund	3,658.008	1,004,818.22	983,703.27	21,114.95
Wells Fargo Special Small Cap Value Fund	19,860.637	675,261.66	741,916.87	-66,655.21
Total Equity		**$5,567,169.99**	**$5,830,465.02**	**-$263,295.03**
Fixed Income				
Abbott Laboratories 2.9% 30 Nov 2021	10,000.00	10,179.00	9,874.99	304.01
AbbVie Inc 2.9% 06 Nov 2022	5,000.00	5,093.50	4,857.53	235.97
American Express Co 2.5% 01 Aug 2022	5,000.00	5,050.19	4,793.08	257.11
American Express Credit Corp 2.7% 03 Mar 2022	5,000.00	5,087.12	4,871.65	215.47
Ameriprise Financial Inc 3.7% 15 Oct 2024	5,000.00	5,345.90	4,973.70	372.20
Amgen Inc 3.125% 01 May 2025	5,000.00	5,197.70	4,785.45	412.25
Analog Devices Inc 3.9% 15 Dec 2025	5,000.00	5,377.15	4,907.65	469.50
Anheuser-Busch InBev Finance Inc 3.65% 01 Feb 2026	5,000.00	5,348.59	5,143.20	205.39
Anthem Inc 3.125% 15 May 2022	5,000.00	5,114.63	4,921.25	193.38
AT&T Inc 4.45% 01 Apr 2024	15,000.00	16,225.22	15,297.84	927.38
Bank of America Corp 3.3% 11 Jan 2023	15,000.00	15,510.00	14,791.74	718.26
Berkshire Hathaway Energy Co 3.75% 15 Nov 2023	5,000.00	5,308.90	5,048.44	260.47
BP Capital Markets PLC 3.216% 28 Nov 2023	10,000.00	10,360.01	9,810.80	549.21
Bristol-Myers Squibb Co 6.8% 15 Nov 2026	5,000.00	6,366.32	6,269.05	97.27
Canadian Natural Resources Ltd 2.95% 15 Jan 2023	5,000.00	5,088.50	4,822.97	265.53
Canadian Natural Resources Ltd 3.45% 15 Nov 2021	5,000.00	5,107.50	4,973.31	134.19
Canadian Pacific Railway Co 4.45% 15 Mar 2023	5,000.00	5,357.54	5,143.19	214.35
Capital One Financial Corp 3.3% 30 Oct 2024	5,000.00	5,175.05	4,995.00	180.05
Capital One Financial Corp 4.75% 15 Jul 2021	5,000.00	5,221.50	5,162.35	59.15
Chubb INA Holdings Inc 2.3% 03 Nov 2020	10,000.00	10,032.30	9,818.10	214.20
Citigroup Commercial Mortgage Trust 2013-GC11 CGCMT 2013-GC11 A4 3.093% 10 Apr 2046	10,000.00	10,304.12	9,856.35	447.77

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5500 Schedule of Unrealized Gain/Loss (continued)

Asset Description	Number of Shares	Ending Market	Ending Adjusted Book Value	Unrealized Gain or Loss
Fixed Income (Continued)				
Citigroup Inc 2.75% 25 Apr 2022	5,000.00	5,070.00	4,814.75	255.25
Citigroup Inc 3.2% 21 Oct 2026	5,000.00	5,165.00	5,148.95	16.05
Comcast Corp 3.95% 15 Oct 2025	5,000.00	5,442.30	5,271.00	171.30
COMM 2013-CCRE12 Mortgage Trust COMM 2013-CR12 A4 4.046% 10 Oct 2046	10,000.00	10,657.24	10,259.01	398.23
COMM 2013-CCRE8 Mortgage Trust COMM 2013-CR8 A5 Var 10 Jun 2046	15,000.00	15,701.95	15,090.94	611.01
ConocoPhillips Co 4.95% 15 Mar 2026	5,000.00	5,764.35	5,397.02	367.33
CSX Corp 4.25% 01 Jun 2021	5,000.00	5,141.70	5,106.12	35.59
CVS Health Corp 3.7% 09 Mar 2023	15,000.00	15,625.50	14,983.46	642.04
Digital Realty Trust LP 2.75% 01 Feb 2023	5,000.00	5,050.41	4,775.72	274.69
Dominion Energy Gas Holdings LLC 3.6% 15 Dec 2024	10,000.00	10,575.85	9,759.51	816.34
Duke Energy Corp 3.15% 15 Aug 2027	10,000.00	10,390.00	10,397.60	-7.60
Eaton Corp 2.75% 02 Nov 2022	5,000.00	5,090.50	5,001.05	89.45
Enterprise Products Operating LLC 3.75% 15 Feb 2025	5,000.00	5,327.30	4,883.20	444.10
Enterprise Products Operating LLC 5.25% 31 Jan 2020	5,000.00	5,045.78	5,132.50	-86.72
Equinor ASA 7.75% 15 Jun 2023	5,000.00	5,995.67	5,873.42	122.25
Fannie Mae Pool FN 256394 6.5% 01 Sep 2036	1,301.30	1,486.55	1,427.93	58.63
Fannie Mae Pool FN 725238 5% 01 Mar 2034	3,769.02	4,160.46	4,013.54	146.92
Fannie Mae Pool FN 745275 5% 01 Feb 2036	5,919.18	6,536.56	6,286.63	249.93
Fannie Mae Pool FN 745418 5.5% 01 Apr 2036	5,359.43	6,060.32	5,790.51	269.81
Fannie Mae Pool FN 893917 Flt 01 Oct 2036	13,287.80	13,949.67	13,920.04	29.63
Fannie Mae Pool FN 956263 6.5% 01 Nov 2037	643.79	717.25	705.81	11.44
Fannie Mae Pool FN AB2172 4% 01 Feb 2041	55,466.19	59,543.51	56,431.85	3,111.66
Fannie Mae Pool FN AH2659 3.5% 01 Jan 2026	7,665.40	7,925.18	7,708.55	216.63
Fannie Mae Pool FN AH3431 3.5% 01 Jan 2026	6,563.68	6,785.73	6,600.63	185.10
Fannie Mae Pool FN AS7343 3% 01 Jun 2046	25,699.08	26,321.51	24,620.23	1,701.28
Fannie Mae Pool FN AS8573 3.5% 01 Dec 2046	18,216.35	18,871.23	17,970.43	900.80

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5500 Schedule of Unrealized Gain/Loss (continued)

Asset Description	Number of Shares	Ending Market	Ending Adjusted Book Value	Unrealized Gain or Loss
Fixed Income (Continued)				
Fannie Mae Pool FN BA0849 3.5% 01 Apr 2046	16,312.80	16,984.56	16,119.17	865.39
Fannie Mae Pool FN BM5024 3% 01 Nov 2048	23,393.50	23,868.05	23,201.59	666.46
Fannie Mae Pool FN MA2956 3% 01 Apr 2047	20,698.76	21,197.19	19,615.31	1,581.88
Fannie Mae Pool FN MA3088 4% 01 Aug 2047	22,844.26	23,986.74	23,081.32	905.43
Fannie Mae Pool FN MA3121 4% 01 Sep 2047	19,293.53	20,205.54	19,493.21	712.33
Fannie Mae Pool FN MA3210 3.5% 01 Dec 2047	29,611.09	30,686.81	29,247.67	1,439.14
FedEx Corp 3.2% 01 Feb 2025	5,000.00	5,138.50	4,870.02	268.48
Fiserv Inc 2.7% 01 Jun 2020	10,000.00	10,026.65	9,892.87	133.78
Fiserv Inc 3.85% 01 Jun 2025	5,000.00	5,345.03	4,956.21	388.82
Freddie Mac Gold Pool FG C04444 3% 01 Jan 2043	46,716.62	48,167.17	45,109.57	3,057.60
Freddie Mac Gold Pool FG C09022 3% 01 Jan 2043	21,075.73	21,729.35	20,350.69	1,378.66
Freddie Mac Gold Pool FG G01782 6.5% 01 Feb 2035	4,676.72	5,320.66	5,173.71	146.95
Freddie Mac Gold Pool FG G08525 3% 01 May 2043	47,784.55	49,266.35	46,113.05	3,153.30
General Motors Financial Co Inc 4.2% 01 Mar 2021	10,000.00	10,215.34	10,124.56	90.78
Gilead Sciences Inc 3.5% 01 Feb 2025	5,000.00	5,278.85	5,080.10	198.75
Ginnie Mae II Pool G2 MA0783 3.5% 20 Feb 2043	42,568.45	45,207.37	42,570.40	2,636.97
Ginnie Mae II Pool G2 MA1012 3.5% 20 May 2043	19,011.80	20,190.53	19,012.75	1,177.78
Ginnie Mae II Pool G2 MA3662 3% 20 May 2046	18,572.35	19,115.78	18,331.49	784.29
GlaxoSmithKline Capital Inc 3.375% 15 May 2023	5,000.00	5,224.00	4,979.35	244.65
Goldman Sachs Group Inc/The 5.25% 27 Jul 2021	10,000.00	10,533.00	10,469.97	63.03
Healthcare Trust of America Holdings LP 3.5% 01 Aug 2026	5,000.00	5,153.51	5,171.70	-18.19
Iberdrola International BV 5.81% 15 Mar 2025	10,000.00	11,547.20	10,937.30	609.90
International Paper Co 4.75% 15 Feb 2022	5,000.00	5,273.05	5,179.49	93.56
Interpublic Group of Cos Inc/The 4% 15 Mar 2022	5,000.00	5,166.39	5,002.40	163.99
JPMorgan Chase & Co 4.35% 15 Aug 2021	15,000.00	15,609.00	15,381.57	227.43
JPMorgan Chase & Co 4.5% 24 Jan 2022	10,000.00	10,542.00	10,308.73	233.27
Lincoln National Corp 3.625% 12 Dec 2026	5,000.00	5,258.73	4,784.98	473.75

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5500 Schedule of Unrealized Gain/Loss (continued)

Asset Description	Number of Shares	Ending Market	Ending Adjusted Book Value	Unrealized Gain or Loss
Fixed Income (Continued)				
Lockheed Martin Corp 2.9% 01 Mar 2025	5,000.00	5,193.50	4,781.52	411.98
LYB International Finance BV 4% 15 Jul 2023	10,000.00	10,573.84	10,008.90	564.94
Martin Marietta Materials Inc 4.25% 02 Jul 2024	10,000.00	10,699.41	10,044.12	655.29
Microsoft Corp 2.875% 06 Feb 2024	5,000.00	5,208.62	4,850.65	357.97
Morgan Stanley 2.625% 17 Nov 2021	10,000.00	10,094.00	9,687.10	406.90
Morgan Stanley 3.125% 23 Jan 2023	5,000.00	5,128.50	4,875.65	252.85
National Rural Utilities Cooperative Finance Corp 2.95% 07 Feb 2024	10,000.00	10,343.01	9,679.80	663.21
Norfolk Southern Corp 3.25% 01 Dec 2021	10,000.00	10,208.23	9,969.45	238.78
Nucor Corp 4% 01 Aug 2023	10,000.00	10,622.00	10,196.56	425.44
NVIDIA Corp 3.2% 16 Sep 2026	5,000.00	5,256.90	4,780.25	476.65
Oracle Corp 2.4% 15 Sep 2023	5,000.00	5,061.76	4,770.62	291.14
Philip Morris International Inc 3.25% 10 Nov 2024	5,000.00	5,234.50	4,896.00	338.50
Province of Quebec Canada 7.125% 09 Feb 2024	5,000.00	6,085.01	5,869.62	215.39
Prudential Financial Inc 3.878% 27 Mar 2028	5,000.00	5,491.95	4,956.75	535.20
RELX Capital Inc 3.125% 15 Oct 2022	10,000.00	10,203.89	9,723.95	479.94
Rockwell Collins Inc 3.2% 15 Mar 2024	10,000.00	10,396.00	9,652.01	743.99
Roper Technologies Inc 3.125% 15 Nov 2022	5,000.00	5,133.40	4,883.95	249.45
Ryder System Inc 2.25% 01 Sep 2021	5,000.00	4,999.23	4,816.65	182.58
Ryder System Inc 2.8% 01 Mar 2022	10,000.00	10,126.78	9,742.61	384.17
Sherwin-Williams Co/The 2.75% 01 Jun 2022	3,000.00	3,040.51	2,909.48	131.03
Southern California Gas Co 3.15% 15 Sep 2024	5,000.00	5,213.10	4,879.49	333.61
Southern Co Gas Capital Corp 2.45% 01 Oct 2023	5,000.00	5,016.63	4,691.06	325.57
Southwest Airlines Co 2007-1 Pass Through Trust 6.15% 01 Aug 2022	4,018.80	4,247.61	4,234.05	13.56
Sunoco Logistics Partners Operations LP 3.45% 15 Jan 2023	5,000.00	5,108.78	4,881.32	227.46
SunTrust Banks Inc 2.7% 27 Jan 2022	5,000.00	5,055.83	4,875.45	180.38
TCI Communications Inc 7.875% 15 Feb 2026	5,000.00	6,536.19	6,095.45	440.74
TC PipeLines LP 4.65% 15 Jun 2021	10,000.00	10,301.65	10,172.89	128.76

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5500 Schedule of Unrealized Gain/Loss (continued)

Asset Description	Number of Shares	Ending Market	Ending Adjusted Book Value	Unrealized Gain or Loss
Fixed Income (Continued)				
Telefonica Emisiones SA 5.134% 27 Apr 2020	20,000.00	20,319.97	20,555.08	-235.11
Templeton Global Bond Fund/United States	62,530.201	669,073.15	712,399.02	-43,325.87
Thermo Fisher Scientific Inc 4.15% 01 Feb 2024	5,000.00	5,371.00	5,186.60	184.40
Toyota Motor Credit Corp 2.9% 17 Apr 2024	5,000.00	5,179.70	4,874.63	305.07
TransCanada PipeLines Ltd 4.25% 15 May 2028	5,000.00	5,527.22	5,020.68	506.54
UnitedHealth Group Inc 3.75% 15 Jul 2025	5,000.00	5,376.13	5,023.78	352.35
United States Treasury Note/Bond 1.375% 31 Jan 2020	50,000.00	49,906.25	49,888.84	17.41
United States Treasury Note/Bond 2.25% 15 Nov 2027	135,000.00	141,191.02	137,947.72	3,243.30
Valero Energy Corp 3.65% 15 Mar 2025	5,000.00	5,270.50	4,889.71	380.79
Ventas Realty LP 3.5% 01 Feb 2025	5,000.00	5,235.59	4,773.83	461.76
Verizon Communications Inc 3.5% 01 Nov 2024	10,000.00	10,572.00	10,226.50	345.50
Virginia Electric & Power Co 3.45% 01 Sep 2022	5,000.00	5,167.23	4,976.50	190.73
Vodafone Group PLC 4.125% 30 May 2025	5,000.00	5,398.73	4,961.32	437.41
Waste Management Inc 3.125% 01 Mar 2025	5,000.00	5,237.00	4,848.01	388.99
Waste Management Inc 4.75% 30 Jun 2020	5,000.00	5,097.47	5,131.92	-34.45
Wells Fargo & Co 3% 19 Feb 2025	5,000.00	5,142.00	4,732.96	409.04
Wells Fargo & Co 4.6% 01 Apr 2021	10,000.00	10,364.51	10,283.65	80.86
WFRBS Commercial Mortgage Trust 2012-C8 WFRBS 2012-C8 A3 3.001% 15 Aug 2045	20,000.00	20,403.79	19,657.78	746.01
WFRBS Commercial Mortgage Trust 2014-C21 WFRBS 2014-C21 A4 3.41% 15 Aug 2047	10,000.00	10,473.66	9,934.84	538.82
Total Fixed Income		**$2,057,377.36**	**$2,043,285.94**	**$14,091.46**
Balanced/Multi-Asset				
BlackRock Multi-Asset Income Fund	69,776.917	757,079.55	740,023.39	17,056.16
Total Balanced/Multi-Asset		**$757,079.55**	**$740,023.39**	**$17,056.16**

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5500 Schedule of Unrealized Gain/Loss (continued)

Asset Description	Number of Shares	Ending Market	Ending Adjusted Book Value	Unrealized Gain or Loss
Alternative Investments				
PIMCO All Asset Fund	58,048.082	670,455.35	677,863.24	-7,407.89
Total Alternative Investments		**$670,455.35**	**$677,863.24**	**-$7,407.89**
Cash and Equivalents				
Ending Accrual	0.00	8,545.21	0.00	0.00
Regions Trust Cash Sweep	205,927.90	205,927.90	205,927.90	0.00
Total Cash and Equivalents		**$214,473.11**	**$205,927.90**	**$0.00**
Total All Assets		**$9,266,555.36**	**$9,497,565.49**	**-$239,555.30**

5% Series Reportable Transactions By Broker

No activity this period.

5% Series Reportable Transactions By Issue

Beginning Market Value: $9,296,875.64
Comparative Value (5%): $464,843.78

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
American Funds EuroPacific Growth Fund					
Purchases					
July 5, 2019 July 8, 2019	Purchase 10,305.415 Units of American Funds EuroPacific Growth Fund @ $53.37, CUSIP 298706821	10,305.415	550,000.00	550,000.00	
Total Purchases			**$550,000.00**	**$550,000.00**	**$0.00**
Sales					
September 18, 2019 September 19, 2019	Sale 3,254.211 Units of American Funds EuroPacific Growth Fund @ $52.24, CUSIP 298706821	3,254.211	170,000.00	148,982.43	21,017.57
Total Sales			**$170,000.00**	**$148,982.43**	**$21,017.57**
Total American Funds EuroPacific Growth Fund			**$720,000.00**	**$698,982.43**	**$21,017.57**
BlackRock Multi-Asset Income Fund					
Purchases					
March 5, 2019 March 6, 2019	Purchase 67,764.727 Units of BlackRock Multi-Asset Income Fund @ $10.60, CUSIP 09256H336	67,764.727	718,306.11	718,306.11	
Total Purchases			**$718,306.11**	**$718,306.11**	**$0.00**
Total BlackRock Multi-Asset Income Fund			**$718,306.11**	**$718,306.11**	**$0.00**
Regions Trust Cash Sweep					
Purchases					
October 1, 2018 October 1, 2018	Purchase 921.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	921.25	921.25	921.25	
October 1, 2018 October 1, 2018	Purchase 39.04 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	39.04	39.04	39.04	
October 1, 2018 October 1, 2018	Purchase 121.49 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	121.49	121.49	121.49	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
October 1, 2018 October 1, 2018	Purchase 67.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	67.50	67.50	67.50	
October 3, 2018 October 3, 2018	Purchase 10,226.53 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	10,226.53	10,226.53	10,226.53	
October 5, 2018 October 5, 2018	Purchase 107,039.57 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	107,039.57	107,039.57	107,039.57	
October 9, 2018 October 9, 2018	Purchase 56.48 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	56.48	56.48	56.48	
October 9, 2018 October 9, 2018	Purchase 31,082.44 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	31,082.44	31,082.44	31,082.44	
October 15, 2018 October 15, 2018	Purchase 2,222.31 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,222.31	2,222.31	2,222.31	
October 15, 2018 October 15, 2018	Purchase 88.33 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	88.33	88.33	88.33	
October 15, 2018 October 15, 2018	Purchase 373.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	373.75	373.75	373.75	
October 15, 2018 October 15, 2018	Purchase 45.15 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	45.15	45.15	45.15	
October 16, 2018 October 16, 2018	Purchase 85.26 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	85.26	85.26	85.26	
October 17, 2018 October 17, 2018	Purchase 72.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	72.50	72.50	72.50	
October 17, 2018 October 17, 2018	Purchase 25.01 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25.01	25.01	25.01	
October 17, 2018 October 17, 2018	Purchase 28.42 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	28.42	28.42	28.42	
October 22, 2018 October 22, 2018	Purchase 58.73 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.73	58.73	58.73	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
October 22, 2018 October 22, 2018	Purchase 1,413.43 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,413.43	1,413.43	1,413.43	
October 25, 2018 October 25, 2018	Purchase 5,182.59 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,182.59	5,182.59	5,182.59	
October 25, 2018 October 25, 2018	Purchase 3,598.11 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	3,598.11	3,598.11	3,598.11	
October 25, 2018 October 25, 2018	Purchase 29.76 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	29.76	29.76	29.76	
October 25, 2018 October 25, 2018	Purchase 24,777.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	24,777.50	24,777.50	24,777.50	
October 25, 2018 October 25, 2018	Purchase 25.08 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25.08	25.08	25.08	
October 25, 2018 October 25, 2018	Purchase 393.58 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	393.58	393.58	393.58	
October 26, 2018 October 26, 2018	Purchase 76.87 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	76.87	76.87	76.87	
October 29, 2018 October 29, 2018	Purchase 513.40 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	513.40	513.40	513.40	
October 30, 2018 October 30, 2018	Purchase 9,747.06 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9,747.06	9,747.06	9,747.06	
October 30, 2018 October 30, 2018	Purchase 261.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	261.25	261.25	261.25	
November 1, 2018 November 1, 2018	Purchase 156.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	156.25	156.25	156.25	
November 1, 2018 November 1, 2018	Purchase 170.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	170.00	170.00	170.00	
November 1, 2018 November 1, 2018	Purchase 82.57 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	82.57	82.57	82.57	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
November 1, 2018 November 1, 2018	Purchase 147.26 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	147.26	147.26	147.26	
November 2, 2018 November 2, 2018	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
November 6, 2018 November 6, 2018	Purchase 145.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	145.00	145.00	145.00	
November 9, 2018 November 9, 2018	Purchase 540,614.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	540,614.00	540,614.00	540,614.00	
November 9, 2018 November 9, 2018	Purchase 89.58 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	89.58	89.58	89.58	
November 13, 2018 November 13, 2018	Purchase 70.93 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	70.93	70.93	70.93	
November 13, 2018 November 13, 2018	Purchase 33.72 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	33.72	33.72	33.72	
November 15, 2018 November 15, 2018	Purchase 2,715.20 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,715.20	2,715.20	2,715.20	
November 16, 2018 November 16, 2018	Purchase 100.84 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	100.84	100.84	100.84	
November 19, 2018 November 19, 2018	Purchase 28.42 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	28.42	28.42	28.42	
November 20, 2018 November 20, 2018	Purchase 25.01 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25.01	25.01	25.01	
November 20, 2018 November 20, 2018	Purchase 1,441.20 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,441.20	1,441.20	1,441.20	
November 23, 2018 November 23, 2018	Purchase 7,662.53 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	7,662.53	7,662.53	7,662.53	
November 23, 2018 November 23, 2018	Purchase 72.07 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	72.07	72.07	72.07	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
November 23, 2018 November 23, 2018	Purchase 18,067.23 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	18,067.23	18,067.23	18,067.23	
November 26, 2018 November 26, 2018	Purchase 5,646.92 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,646.92	5,646.92	5,646.92	
November 26, 2018 November 26, 2018	Purchase 25.01 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25.01	25.01	25.01	
November 27, 2018 November 27, 2018	Purchase 695.27 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	695.27	695.27	695.27	
November 27, 2018 November 27, 2018	Purchase 7,662.53 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	7,662.53	7,662.53	7,662.53	
November 29, 2018 November 29, 2018	Purchase 93.06 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	93.06	93.06	93.06	
November 30, 2018 November 30, 2018	Purchase 217.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	217.50	217.50	217.50	
November 30, 2018 November 30, 2018	Purchase 103.13 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	103.13	103.13	103.13	
November 30, 2018 November 30, 2018	Purchase 55.60 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	55.60	55.60	55.60	
December 3, 2018 December 3, 2018	Purchase 821.88 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	821.88	821.88	821.88	
December 3, 2018 December 3, 2018	Purchase 56.72 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	56.72	56.72	56.72	
December 3, 2018 December 3, 2018	Purchase 632.58 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	632.58	632.58	632.58	
December 3, 2018 December 3, 2018	Purchase 91.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	91.25	91.25	91.25	
December 7, 2018 December 7, 2018	Purchase 77.70 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	77.70	77.70	77.70	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
December 10, 2018 December 10, 2018	Purchase 13.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	13.95	13.95	13.95	
December 12, 2018 December 12, 2018	Purchase 74,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	74,000.00	74,000.00	74,000.00	
December 12, 2018 December 12, 2018	Purchase 70.93 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	70.93	70.93	70.93	
December 12, 2018 December 12, 2018	Purchase 33.72 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	33.72	33.72	33.72	
December 12, 2018 December 12, 2018	Purchase 74,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	74,000.00	74,000.00	74,000.00	
December 14, 2018 December 14, 2018	Purchase 70.80 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	70.80	70.80	70.80	
December 14, 2018 December 14, 2018	Purchase 9.03 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9.03	9.03	9.03	
December 14, 2018 December 14, 2018	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
December 17, 2018 December 17, 2018	Purchase 1,645.47 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,645.47	1,645.47	1,645.47	
December 17, 2018 December 17, 2018	Purchase 1,319.01 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,319.01	1,319.01	1,319.01	
December 17, 2018 December 17, 2018	Purchase 50.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	50.02	50.02	50.02	
December 18, 2018 December 18, 2018	Purchase 1,369.03 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,369.03	1,369.03	1,369.03	
December 20, 2018 December 20, 2018	Purchase 18.06 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	18.06	18.06	18.06	
December 20, 2018 December 20, 2018	Purchase 254.82 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	254.82	254.82	254.82	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
December 20, 2018 December 20, 2018	Purchase 1,130.46 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,130.46	1,130.46	1,130.46	
December 21, 2018 December 21, 2018	Purchase 657.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	657.02	657.02	657.02	
December 21, 2018 December 21, 2018	Purchase 254.82 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	254.82	254.82	254.82	
December 24, 2018 December 24, 2018	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
December 24, 2018 December 24, 2018	Purchase 22.52 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	22.52	22.52	22.52	
December 24, 2018 December 24, 2018	Purchase 22.52 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	22.52	22.52	22.52	
December 26, 2018 December 26, 2018	Purchase 974.36 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	974.36	974.36	974.36	
December 26, 2018 December 26, 2018	Purchase 295.24 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	295.24	295.24	295.24	
December 26, 2018 December 26, 2018	Purchase 98.91 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	98.91	98.91	98.91	
December 26, 2018 December 26, 2018	Purchase 141.83 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	141.83	141.83	141.83	
December 26, 2018 December 26, 2018	Purchase 96.92 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	96.92	96.92	96.92	
December 26, 2018 December 26, 2018	Purchase 28.31 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	28.31	28.31	28.31	
December 26, 2018 December 26, 2018	Purchase 24.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	24.02	24.02	24.02	
December 26, 2018 December 26, 2018	Purchase 266.84 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	266.84	266.84	266.84	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
December 27, 2018 December 27, 2018	Purchase 149.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	149.25	149.25	149.25	
December 28, 2018 December 28, 2018	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
December 31, 2018 December 31, 2018	Purchase 1,093.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,093.75	1,093.75	1,093.75	
December 31, 2018 December 31, 2018	Purchase 5,908.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,908.50	5,908.50	5,908.50	
January 2, 2019 January 2, 2019	Purchase 212.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	212.50	212.50	212.50	
January 2, 2019 January 2, 2019	Purchase 231.22 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	231.22	231.22	231.22	
January 2, 2019 January 2, 2019	Purchase 11.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	11.02	11.02	11.02	
January 2, 2019 January 2, 2019	Purchase 772.30 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	772.30	772.30	772.30	
January 3, 2019 January 3, 2019	Purchase 274.51 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	274.51	274.51	274.51	
January 3, 2019 January 3, 2019	Purchase 772.30 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	772.30	772.30	772.30	
January 4, 2019 January 4, 2019	Purchase 934.90 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	934.90	934.90	934.90	
January 4, 2019 January 4, 2019	Purchase 329.21 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	329.21	329.21	329.21	
January 7, 2019 January 7, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
January 11, 2019 January 11, 2019	Purchase 65.40 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	65.40	65.40	65.40	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
January 11, 2019 January 11, 2019	Purchase 130.41 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	130.41	130.41	130.41	
January 11, 2019 January 11, 2019	Purchase 247.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	247.50	247.50	247.50	
January 14, 2019 January 14, 2019	Purchase 377.91 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	377.91	377.91	377.91	
January 15, 2019 January 15, 2019	Purchase 438.26 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	438.26	438.26	438.26	
January 15, 2019 January 15, 2019	Purchase 7,186.24 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	7,186.24	7,186.24	7,186.24	
January 15, 2019 January 15, 2019	Purchase 650.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	650.00	650.00	650.00	
January 15, 2019 January 15, 2019	Purchase 125.49 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	125.49	125.49	125.49	
January 15, 2019 January 15, 2019	Purchase 136.69 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	136.69	136.69	136.69	
January 16, 2019 January 16, 2019	Purchase 563.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	563.75	563.75	563.75	
January 17, 2019 January 17, 2019	Purchase 50.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	50.02	50.02	50.02	
January 17, 2019 January 17, 2019	Purchase 50.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	50.02	50.02	50.02	
January 18, 2019 January 18, 2019	Purchase 28.42 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	28.42	28.42	28.42	
January 18, 2019 January 18, 2019	Purchase 131.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	131.25	131.25	131.25	
January 18, 2019 January 18, 2019	Purchase 89.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	89.38	89.38	89.38	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
January 22, 2019 January 22, 2019	Purchase 120.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	120.28	120.28	120.28	
January 22, 2019 January 22, 2019	Purchase 251.53 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	251.53	251.53	251.53	
January 22, 2019 January 22, 2019	Purchase 220.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	220.00	220.00	220.00	
January 23, 2019 January 23, 2019	Purchase 111.97 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	111.97	111.97	111.97	
January 23, 2019 January 23, 2019	Purchase 6,673.37 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	6,673.37	6,673.37	6,673.37	
January 23, 2019 January 23, 2019	Purchase 331.97 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	331.97	331.97	331.97	
January 24, 2019 January 24, 2019	Purchase 328.51 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	328.51	328.51	328.51	
January 24, 2019 January 24, 2019	Purchase 1.21 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1.21	1.21	1.21	
January 24, 2019 January 24, 2019	Purchase 145.66 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	145.66	145.66	145.66	
January 24, 2019 January 24, 2019	Purchase 79.34 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	79.34	79.34	79.34	
January 24, 2019 January 24, 2019	Purchase 9,750.90 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9,750.90	9,750.90	9,750.90	
January 24, 2019 January 24, 2019	Purchase 131.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	131.25	131.25	131.25	
January 25, 2019 January 25, 2019	Purchase 308.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	308.50	308.50	308.50	
January 25, 2019 January 25, 2019	Purchase 513.70 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	513.70	513.70	513.70	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
January 25, 2019 January 25, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
January 25, 2019 January 25, 2019	Purchase 19,988.35 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	19,988.35	19,988.35	19,988.35	
January 25, 2019 January 25, 2019	Purchase 40.11 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	40.11	40.11	40.11	
January 28, 2019 January 28, 2019	Purchase 24,964.41 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	24,964.41	24,964.41	24,964.41	
January 28, 2019 January 28, 2019	Purchase 1,178.45 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,178.45	1,178.45	1,178.45	
January 28, 2019 January 28, 2019	Purchase 135.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	135.00	135.00	135.00	
January 29, 2019 January 29, 2019	Purchase 514.69 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	514.69	514.69	514.69	
January 31, 2019 January 31, 2019	Purchase 131.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	131.25	131.25	131.25	
January 31, 2019 January 31, 2019	Purchase 131.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	131.25	131.25	131.25	
February 1, 2019 February 1, 2019	Purchase 808.74 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	808.74	808.74	808.74	
February 1, 2019 February 1, 2019	Purchase 808.74 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	808.74	808.74	808.74	
February 1, 2019 February 1, 2019	Purchase 521.58 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	521.58	521.58	521.58	
February 1, 2019 February 1, 2019	Purchase 165.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	165.00	165.00	165.00	
February 1, 2019 February 1, 2019	Purchase 0.04 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.04	0.04	0.04	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
February 1, 2019 February 1, 2019	Purchase 20.26 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	20.26	20.26	20.26	
February 1, 2019 February 1, 2019	Purchase 609.96 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	609.96	609.96	609.96	
February 4, 2019 February 4, 2019	Purchase 55.60 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	55.60	55.60	55.60	
February 4, 2019 February 4, 2019	Purchase 318.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	318.75	318.75	318.75	
February 4, 2019 February 4, 2019	Purchase 407.32 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	407.32	407.32	407.32	
February 4, 2019 February 4, 2019	Purchase 610.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	610.00	610.00	610.00	
February 6, 2019 February 6, 2019	Purchase 71.88 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	71.88	71.88	71.88	
February 6, 2019 February 6, 2019	Purchase 71.88 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	71.88	71.88	71.88	
February 7, 2019 February 7, 2019	Purchase 209.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	209.38	209.38	209.38	
February 7, 2019 February 7, 2019	Purchase 9,916.45 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9,916.45	9,916.45	9,916.45	
February 7, 2019 February 7, 2019	Purchase 209.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	209.38	209.38	209.38	
February 8, 2019 February 8, 2019	Purchase 85.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	85.00	85.00	85.00	
February 11, 2019 February 11, 2019	Purchase 178.13 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	178.13	178.13	178.13	
February 11, 2019 February 11, 2019	Purchase 178.13 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	178.13	178.13	178.13	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
February 11, 2019 February 11, 2019	Purchase 9,876.30 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9,876.30	9,876.30	9,876.30	
February 11, 2019 February 11, 2019	Purchase 9.17 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9.17	9.17	9.17	
February 12, 2019 February 12, 2019	Purchase 25.78 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25.78	25.78	25.78	
February 12, 2019 February 12, 2019	Purchase 34.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	34.95	34.95	34.95	
February 12, 2019 February 12, 2019	Purchase 69.68 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	69.68	69.68	69.68	
February 13, 2019 February 13, 2019	Purchase 10,252.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	10,252.50	10,252.50	10,252.50	
February 13, 2019 February 13, 2019	Purchase 15.94 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	15.94	15.94	15.94	
February 13, 2019 February 13, 2019	Purchase 120.57 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	120.57	120.57	120.57	
February 15, 2019 February 15, 2019	Purchase 918.55 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	918.55	918.55	918.55	
February 15, 2019 February 15, 2019	Purchase 2,146.18 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,146.18	2,146.18	2,146.18	
February 15, 2019 February 15, 2019	Purchase 669.05 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	669.05	669.05	669.05	
February 15, 2019 February 15, 2019	Purchase 90.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	90.00	90.00	90.00	
February 19, 2019 February 19, 2019	Purchase 223.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	223.75	223.75	223.75	
February 19, 2019 February 19, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
February 19, 2019 February 19, 2019	Purchase 1,901.35 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,901.35	1,901.35	1,901.35	
February 20, 2019 February 20, 2019	Purchase 1,010.09 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,010.09	1,010.09	1,010.09	
February 20, 2019 February 20, 2019	Purchase 301.14 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	301.14	301.14	301.14	
February 21, 2019 February 21, 2019	Purchase 301.14 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	301.14	301.14	301.14	
February 22, 2019 February 22, 2019	Purchase 58.73 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.73	58.73	58.73	
February 25, 2019 February 25, 2019	Purchase 758.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	758.28	758.28	758.28	
February 25, 2019 February 25, 2019	Purchase 1,386.32 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,386.32	1,386.32	1,386.32	
February 25, 2019 February 25, 2019	Purchase 372.21 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	372.21	372.21	372.21	
February 25, 2019 February 25, 2019	Purchase 962.94 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	962.94	962.94	962.94	
February 26, 2019 February 26, 2019	Purchase 1,130.49 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,130.49	1,130.49	1,130.49	
February 28, 2019 February 28, 2019	Purchase 375.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	375.00	375.00	375.00	
March 1, 2019 March 1, 2019	Purchase 911.78 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	911.78	911.78	911.78	
March 1, 2019 March 1, 2019	Purchase 1,286.78 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,286.78	1,286.78	1,286.78	
March 1, 2019 March 1, 2019	Purchase 30.78 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	30.78	30.78	30.78	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
March 1, 2019 March 1, 2019	Purchase 412.24 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	412.24	412.24	412.24	
March 1, 2019 March 1, 2019	Purchase 79.37 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	79.37	79.37	79.37	
March 4, 2019 March 4, 2019	Purchase 192.09 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	192.09	192.09	192.09	
March 4, 2019 March 4, 2019	Purchase 412.24 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	412.24	412.24	412.24	
March 5, 2019 March 5, 2019	Purchase 718,306.11 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	718,306.11	718,306.11	718,306.11	
March 5, 2019 March 5, 2019	Purchase 67.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	67.50	67.50	67.50	
March 8, 2019 March 8, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
March 11, 2019 March 11, 2019	Purchase 277.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	277.50	277.50	277.50	
March 11, 2019 March 11, 2019	Purchase 277.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	277.50	277.50	277.50	
March 12, 2019 March 12, 2019	Purchase 116.41 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	116.41	116.41	116.41	
March 12, 2019 March 12, 2019	Purchase 116.41 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	116.41	116.41	116.41	
March 12, 2019 March 12, 2019	Purchase 59.48 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	59.48	59.48	59.48	
March 12, 2019 March 12, 2019	Purchase 45.15 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	45.15	45.15	45.15	
March 13, 2019 March 13, 2019	Purchase 104.63 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	104.63	104.63	104.63	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
March 14, 2019 March 14, 2019	Purchase 37.30 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	37.30	37.30	37.30	
March 14, 2019 March 14, 2019	Purchase 37.30 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	37.30	37.30	37.30	
March 15, 2019 March 15, 2019	Purchase 1,259.19 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,259.19	1,259.19	1,259.19	
March 15, 2019 March 15, 2019	Purchase 2,592.34 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,592.34	2,592.34	2,592.34	
March 15, 2019 March 15, 2019	Purchase 10,060.42 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	10,060.42	10,060.42	10,060.42	
March 15, 2019 March 15, 2019	Purchase 73.74 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	73.74	73.74	73.74	
March 18, 2019 March 18, 2019	Purchase 80.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	80.00	80.00	80.00	
March 18, 2019 March 18, 2019	Purchase 957.22 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	957.22	957.22	957.22	
March 18, 2019 March 18, 2019	Purchase 9.94 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9.94	9.94	9.94	
March 20, 2019 March 20, 2019	Purchase 1,049.66 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,049.66	1,049.66	1,049.66	
March 20, 2019 March 20, 2019	Purchase 298.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	298.28	298.28	298.28	
March 21, 2019 March 21, 2019	Purchase 298.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	298.28	298.28	298.28	
March 22, 2019 March 22, 2019	Purchase 76.87 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	76.87	76.87	76.87	
March 25, 2019 March 25, 2019	Purchase 76.87 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	76.87	76.87	76.87	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
March 25, 2019 March 25, 2019	Purchase 688.63 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	688.63	688.63	688.63	
March 25, 2019 March 25, 2019	Purchase 1,536.73 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,536.73	1,536.73	1,536.73	
March 25, 2019 March 25, 2019	Purchase 810.05 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	810.05	810.05	810.05	
March 25, 2019 March 25, 2019	Purchase 340.73 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	340.73	340.73	340.73	
March 26, 2019 March 26, 2019	Purchase 93.68 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	93.68	93.68	93.68	
March 26, 2019 March 26, 2019	Purchase 196.63 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	196.63	196.63	196.63	
March 26, 2019 March 26, 2019	Purchase 1,123.04 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,123.04	1,123.04	1,123.04	
March 27, 2019 March 27, 2019	Purchase 96.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	96.95	96.95	96.95	
March 28, 2019 March 28, 2019	Purchase 96.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	96.95	96.95	96.95	
March 29, 2019 March 29, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
April 1, 2019 April 1, 2019	Purchase 728.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	728.75	728.75	728.75	
April 1, 2019 April 1, 2019	Purchase 280.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	280.38	280.38	280.38	
April 1, 2019 April 1, 2019	Purchase 230.27 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	230.27	230.27	230.27	
April 1, 2019 April 1, 2019	Purchase 40.34 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	40.34	40.34	40.34	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
April 1, 2019 April 1, 2019	Purchase 48.06 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	48.06	48.06	48.06	
April 2, 2019 April 2, 2019	Purchase 963.26 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	963.26	963.26	963.26	
April 2, 2019 April 2, 2019	Purchase 280.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	280.38	280.38	280.38	
April 2, 2019 April 2, 2019	Purchase 40.34 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	40.34	40.34	40.34	
April 10, 2019 April 10, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
April 12, 2019 April 12, 2019	Purchase 25.78 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25.78	25.78	25.78	
April 12, 2019 April 12, 2019	Purchase 25.78 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25.78	25.78	25.78	
April 12, 2019 April 12, 2019	Purchase 33.72 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	33.72	33.72	33.72	
April 12, 2019 April 12, 2019	Purchase 83.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	83.75	83.75	83.75	
April 12, 2019 April 12, 2019	Purchase 45.15 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	45.15	45.15	45.15	
April 15, 2019 April 15, 2019	Purchase 635.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	635.00	635.00	635.00	
April 15, 2019 April 15, 2019	Purchase 1,951.16 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,951.16	1,951.16	1,951.16	
April 16, 2019 April 16, 2019	Purchase 137.20 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	137.20	137.20	137.20	
April 16, 2019 April 16, 2019	Purchase 408.45 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	408.45	408.45	408.45	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
April 16, 2019 April 16, 2019	Purchase 50.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	50.02	50.02	50.02	
April 17, 2019 April 17, 2019	Purchase 126.04 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	126.04	126.04	126.04	
April 17, 2019 April 17, 2019	Purchase 195.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	195.02	195.02	195.02	
April 17, 2019 April 17, 2019	Purchase 46.44 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	46.44	46.44	46.44	
April 18, 2019 April 18, 2019	Purchase 137.40 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	137.40	137.40	137.40	
April 18, 2019 April 18, 2019	Purchase 17.47 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	17.47	17.47	17.47	
April 19, 2019 April 19, 2019	Purchase 58.31 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.31	58.31	58.31	
April 22, 2019 April 22, 2019	Purchase 1,211.90 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,211.90	1,211.90	1,211.90	
April 22, 2019 April 22, 2019	Purchase 295.31 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	295.31	295.31	295.31	
April 23, 2019 April 23, 2019	Purchase 295.31 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	295.31	295.31	295.31	
April 25, 2019 April 25, 2019	Purchase 2,754.78 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,754.78	2,754.78	2,754.78	
April 25, 2019 April 25, 2019	Purchase 820.49 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	820.49	820.49	820.49	
April 25, 2019 April 25, 2019	Purchase 5,123.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,123.95	5,123.95	5,123.95	
April 25, 2019 April 25, 2019	Purchase 25,081.32 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25,081.32	25,081.32	25,081.32	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
April 25, 2019 April 25, 2019	Purchase 294.57 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	294.57	294.57	294.57	
April 25, 2019 April 25, 2019	Purchase 943.60 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	943.60	943.60	943.60	
April 25, 2019 April 25, 2019	Purchase 68.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	68.75	68.75	68.75	
April 26, 2019 April 26, 2019	Purchase 1,183.81 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,183.81	1,183.81	1,183.81	
April 26, 2019 April 26, 2019	Purchase 165.16 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	165.16	165.16	165.16	
April 26, 2019 April 26, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
April 29, 2019 April 29, 2019	Purchase 1,056.60 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,056.60	1,056.60	1,056.60	
April 29, 2019 April 29, 2019	Purchase 348.24 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	348.24	348.24	348.24	
April 29, 2019 April 29, 2019	Purchase 513.40 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	513.40	513.40	513.40	
April 30, 2019 April 30, 2019	Purchase 261.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	261.25	261.25	261.25	
April 30, 2019 April 30, 2019	Purchase 261.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	261.25	261.25	261.25	
May 1, 2019 May 1, 2019	Purchase 418.77 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	418.77	418.77	418.77	
May 1, 2019 May 1, 2019	Purchase 60.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	60.75	60.75	60.75	
May 1, 2019 May 1, 2019	Purchase 418.77 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	418.77	418.77	418.77	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
May 1, 2019 May 1, 2019	Purchase 105.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	105.28	105.28	105.28	
May 1, 2019 May 1, 2019	Purchase 0.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.02	0.02	0.02	
May 1, 2019 May 1, 2019	Purchase 37.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	37.38	37.38	37.38	
May 2, 2019 May 2, 2019	Purchase 207.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	207.38	207.38	207.38	
May 2, 2019 May 2, 2019	Purchase 0.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.02	0.02	0.02	
May 3, 2019 May 3, 2019	Purchase 181.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	181.25	181.25	181.25	
May 3, 2019 May 3, 2019	Purchase 181.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	181.25	181.25	181.25	
May 6, 2019 May 6, 2019	Purchase 145.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	145.00	145.00	145.00	
May 6, 2019 May 6, 2019	Purchase 145.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	145.00	145.00	145.00	
May 9, 2019 May 9, 2019	Purchase 9,898.79 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9,898.79	9,898.79	9,898.79	
May 9, 2019 May 9, 2019	Purchase 117,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	117,000.00	117,000.00	117,000.00	
May 9, 2019 May 9, 2019	Purchase 51.59 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	51.59	51.59	51.59	
May 9, 2019 May 9, 2019	Purchase 100,874.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	100,874.28	100,874.28	100,874.28	
May 9, 2019 May 9, 2019	Purchase 51.59 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	51.59	51.59	51.59	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
May 10, 2019 May 10, 2019	Purchase 81.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	81.25	81.25	81.25	
May 10, 2019 May 10, 2019	Purchase 4.01 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	4.01	4.01	4.01	
May 10, 2019 May 10, 2019	Purchase 81.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	81.25	81.25	81.25	
May 10, 2019 May 10, 2019	Purchase 45.15 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	45.15	45.15	45.15	
May 10, 2019 May 10, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
May 13, 2019 May 13, 2019	Purchase 58.96 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.96	58.96	58.96	
May 14, 2019 May 14, 2019	Purchase 71.46 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	71.46	71.46	71.46	
May 14, 2019 May 14, 2019	Purchase 16.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	16.00	16.00	16.00	
May 15, 2019 May 15, 2019	Purchase 773.79 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	773.79	773.79	773.79	
May 15, 2019 May 15, 2019	Purchase 2,888.34 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,888.34	2,888.34	2,888.34	
May 16, 2019 May 16, 2019	Purchase 374.22 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	374.22	374.22	374.22	
May 17, 2019 May 17, 2019	Purchase 50.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	50.02	50.02	50.02	
May 17, 2019 May 17, 2019	Purchase 50.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	50.02	50.02	50.02	
May 17, 2019 May 17, 2019	Purchase 175.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	175.28	175.28	175.28	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
May 17, 2019 May 17, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
May 20, 2019 May 20, 2019	Purchase 1,402.86 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,402.86	1,402.86	1,402.86	
May 20, 2019 May 20, 2019	Purchase 66.58 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	66.58	66.58	66.58	
May 21, 2019 May 21, 2019	Purchase 291.88 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	291.88	291.88	291.88	
May 24, 2019 May 24, 2019	Purchase 95.63 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	95.63	95.63	95.63	
May 28, 2019 May 28, 2019	Purchase 753.51 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	753.51	753.51	753.51	
May 28, 2019 May 28, 2019	Purchase 1,385.20 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,385.20	1,385.20	1,385.20	
May 28, 2019 May 28, 2019	Purchase 753.51 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	753.51	753.51	753.51	
May 28, 2019 May 28, 2019	Purchase 427.32 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	427.32	427.32	427.32	
May 28, 2019 May 28, 2019	Purchase 1,045.96 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,045.96	1,045.96	1,045.96	
May 28, 2019 May 28, 2019	Purchase 83.47 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	83.47	83.47	83.47	
May 28, 2019 May 28, 2019	Purchase 392.12 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	392.12	392.12	392.12	
May 28, 2019 May 28, 2019	Purchase 291.30 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	291.30	291.30	291.30	
May 29, 2019 May 29, 2019	Purchase 486.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	486.10	486.10	486.10	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
May 29, 2019 May 29, 2019	Purchase 22.15 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	22.15	22.15	22.15	
May 30, 2019 May 30, 2019	Purchase 192.81 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	192.81	192.81	192.81	
May 30, 2019 May 30, 2019	Purchase 217.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	217.50	217.50	217.50	
May 31, 2019 May 31, 2019	Purchase 103.13 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	103.13	103.13	103.13	
June 3, 2019 June 3, 2019	Purchase 709.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	709.38	709.38	709.38	
June 3, 2019 June 3, 2019	Purchase 709.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	709.38	709.38	709.38	
June 3, 2019 June 3, 2019	Purchase 55.60 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	55.60	55.60	55.60	
June 3, 2019 June 3, 2019	Purchase 15,078.45 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	15,078.45	15,078.45	15,078.45	
June 3, 2019 June 3, 2019	Purchase 135.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	135.00	135.00	135.00	
June 3, 2019 June 3, 2019	Purchase 134.17 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	134.17	134.17	134.17	
June 3, 2019 June 3, 2019	Purchase 125.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	125.28	125.28	125.28	
June 3, 2019 June 3, 2019	Purchase 0.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.02	0.02	0.02	
June 3, 2019 June 3, 2019	Purchase 39.21 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	39.21	39.21	39.21	
June 3, 2019 June 3, 2019	Purchase 0.01 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.01	0.01	0.01	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
June 4, 2019 June 4, 2019	Purchase 1,033.54 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,033.54	1,033.54	1,033.54	
June 4, 2019 June 4, 2019	Purchase 125.29 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	125.29	125.29	125.29	
June 4, 2019 June 4, 2019	Purchase 11.57 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	11.57	11.57	11.57	
June 4, 2019 June 4, 2019	Purchase 0.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.02	0.02	0.02	
June 4, 2019 June 4, 2019	Purchase 319.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	319.95	319.95	319.95	
June 5, 2019 June 5, 2019	Purchase 13.86 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	13.86	13.86	13.86	
June 5, 2019 June 5, 2019	Purchase 13.86 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	13.86	13.86	13.86	
June 6, 2019 June 6, 2019	Purchase 10,342.21 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	10,342.21	10,342.21	10,342.21	
June 6, 2019 June 6, 2019	Purchase 707.71 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	707.71	707.71	707.71	
June 6, 2019 June 6, 2019	Purchase 707.71 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	707.71	707.71	707.71	
June 7, 2019 June 7, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
June 10, 2019 June 10, 2019	Purchase 24.56 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	24.56	24.56	24.56	
June 12, 2019 June 12, 2019	Purchase 27.49 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	27.49	27.49	27.49	
June 12, 2019 June 12, 2019	Purchase 27.49 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	27.49	27.49	27.49	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
June 12, 2019 June 12, 2019	Purchase 77.14 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	77.14	77.14	77.14	
June 12, 2019 June 12, 2019	Purchase 25.78 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25.78	25.78	25.78	
June 13, 2019 June 13, 2019	Purchase 35.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	35.50	35.50	35.50	
June 14, 2019 June 14, 2019	Purchase 202,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	202,000.00	202,000.00	202,000.00	
June 14, 2019 June 14, 2019	Purchase 89.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	89.38	89.38	89.38	
June 17, 2019 June 17, 2019	Purchase 687.40 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	687.40	687.40	687.40	
June 17, 2019 June 17, 2019	Purchase 2,390.68 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,390.68	2,390.68	2,390.68	
June 17, 2019 June 17, 2019	Purchase 125.92 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	125.92	125.92	125.92	
June 18, 2019 June 18, 2019	Purchase 813.32 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	813.32	813.32	813.32	
June 18, 2019 June 18, 2019	Purchase 197,933.60 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	197,933.60	197,933.60	197,933.60	
June 20, 2019 June 20, 2019	Purchase 1,381.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,381.10	1,381.10	1,381.10	
June 20, 2019 June 20, 2019	Purchase 288.57 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	288.57	288.57	288.57	
June 21, 2019 June 21, 2019	Purchase 49.58 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	49.58	49.58	49.58	
June 21, 2019 June 21, 2019	Purchase 5,076.30 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,076.30	5,076.30	5,076.30	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
June 21, 2019 June 21, 2019	Purchase 338.15 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	338.15	338.15	338.15	
June 21, 2019 June 21, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
June 25, 2019 June 25, 2019	Purchase 51.24 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	51.24	51.24	51.24	
June 25, 2019 June 25, 2019	Purchase 57.41 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	57.41	57.41	57.41	
June 25, 2019 June 25, 2019	Purchase 144.01 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	144.01	144.01	144.01	
June 25, 2019 June 25, 2019	Purchase 571.44 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	571.44	571.44	571.44	
June 25, 2019 June 25, 2019	Purchase 257.71 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	257.71	257.71	257.71	
June 26, 2019 June 26, 2019	Purchase 2,343.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,343.00	2,343.00	2,343.00	
June 26, 2019 June 26, 2019	Purchase 346.70 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	346.70	346.70	346.70	
June 26, 2019 June 26, 2019	Purchase 711.05 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	711.05	711.05	711.05	
June 26, 2019 June 26, 2019	Purchase 861.90 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	861.90	861.90	861.90	
June 27, 2019 June 27, 2019	Purchase 346.70 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	346.70	346.70	346.70	
June 27, 2019 June 27, 2019	Purchase 13.45 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	13.45	13.45	13.45	
July 1, 2019 July 1, 2019	Purchase 118.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	118.75	118.75	118.75	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
July 1, 2019 July 1, 2019	Purchase 118.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	118.75	118.75	118.75	
July 1, 2019 July 1, 2019	Purchase 146.31 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	146.31	146.31	146.31	
July 1, 2019 July 1, 2019	Purchase 47.12 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	47.12	47.12	47.12	
July 1, 2019 July 1, 2019	Purchase 44.52 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	44.52	44.52	44.52	
July 2, 2019 July 2, 2019	Purchase 89.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	89.38	89.38	89.38	
July 2, 2019 July 2, 2019	Purchase 212.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	212.50	212.50	212.50	
July 2, 2019 July 2, 2019	Purchase 44.52 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	44.52	44.52	44.52	
July 2, 2019 July 2, 2019	Purchase 259.62 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	259.62	259.62	259.62	
July 2, 2019 July 2, 2019	Purchase 146.31 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	146.31	146.31	146.31	
July 2, 2019 July 2, 2019	Purchase 550,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	550,000.00	550,000.00	550,000.00	
July 2, 2019 July 2, 2019	Purchase 550,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	550,000.00	550,000.00	550,000.00	
July 3, 2019 July 3, 2019	Purchase 372,476.71 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	372,476.71	372,476.71	372,476.71	
July 3, 2019 July 3, 2019	Purchase 1,968.21 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,968.21	1,968.21	1,968.21	
July 3, 2019 July 3, 2019	Purchase 1,968.21 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,968.21	1,968.21	1,968.21	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
July 5, 2019 July 5, 2019	Purchase 400,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	400,000.00	400,000.00	400,000.00	
July 9, 2019 July 9, 2019	Purchase 89.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	89.38	89.38	89.38	
July 9, 2019 July 9, 2019	Purchase 17.12 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	17.12	17.12	17.12	
July 11, 2019 July 11, 2019	Purchase 11,660.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	11,660.02	11,660.02	11,660.02	
July 11, 2019 July 11, 2019	Purchase 16.08 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	16.08	16.08	16.08	
July 11, 2019 July 11, 2019	Purchase 247.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	247.50	247.50	247.50	
July 12, 2019 July 12, 2019	Purchase 4,707.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	4,707.00	4,707.00	4,707.00	
July 12, 2019 July 12, 2019	Purchase 17.49 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	17.49	17.49	17.49	
July 12, 2019 July 12, 2019	Purchase 282.72 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	282.72	282.72	282.72	
July 15, 2019 July 15, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
July 15, 2019 July 15, 2019	Purchase 741.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	741.25	741.25	741.25	
July 15, 2019 July 15, 2019	Purchase 2,607.87 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,607.87	2,607.87	2,607.87	
July 15, 2019 July 15, 2019	Purchase 85.83 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	85.83	85.83	85.83	
July 15, 2019 July 15, 2019	Purchase 388.87 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	388.87	388.87	388.87	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
July 16, 2019 July 16, 2019	Purchase 412.41 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	412.41	412.41	412.41	
July 17, 2019 July 17, 2019	Purchase 28.42 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	28.42	28.42	28.42	
July 17, 2019 July 17, 2019	Purchase 50.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	50.02	50.02	50.02	
July 18, 2019 July 18, 2019	Purchase 78.44 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	78.44	78.44	78.44	
July 19, 2019 July 19, 2019	Purchase 58.52 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.52	58.52	58.52	
July 22, 2019 July 22, 2019	Purchase 605.74 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	605.74	605.74	605.74	
July 22, 2019 July 22, 2019	Purchase 107.18 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	107.18	107.18	107.18	
July 22, 2019 July 22, 2019	Purchase 177.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	177.50	177.50	177.50	
July 22, 2019 July 22, 2019	Purchase 799.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	799.50	799.50	799.50	
July 23, 2019 July 23, 2019	Purchase 284.68 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	284.68	284.68	284.68	
July 24, 2019 July 24, 2019	Purchase 225.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	225.00	225.00	225.00	
July 24, 2019 July 24, 2019	Purchase 303.13 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	303.13	303.13	303.13	
July 25, 2019 July 25, 2019	Purchase 665.07 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	665.07	665.07	665.07	
July 25, 2019 July 25, 2019	Purchase 1,991.97 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,991.97	1,991.97	1,991.97	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
July 25, 2019 July 25, 2019	Purchase 1,779.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,779.28	1,779.28	1,779.28	
July 25, 2019 July 25, 2019	Purchase 478.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	478.02	478.02	478.02	
July 25, 2019 July 25, 2019	Purchase 100.83 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	100.83	100.83	100.83	
July 25, 2019 July 25, 2019	Purchase 25,156.34 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25,156.34	25,156.34	25,156.34	
July 26, 2019 July 26, 2019	Purchase 1,143.09 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,143.09	1,143.09	1,143.09	
July 26, 2019 July 26, 2019	Purchase 89.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	89.38	89.38	89.38	
July 29, 2019 July 29, 2019	Purchase 330.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	330.00	330.00	330.00	
July 30, 2019 July 30, 2019	Purchase 330.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	330.00	330.00	330.00	
July 31, 2019 July 31, 2019	Purchase 131.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	131.25	131.25	131.25	
July 31, 2019 July 31, 2019	Purchase 131.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	131.25	131.25	131.25	
August 1, 2019 August 1, 2019	Purchase 922.07 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	922.07	922.07	922.07	
August 1, 2019 August 1, 2019	Purchase 560.60 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	560.60	560.60	560.60	
August 1, 2019 August 1, 2019	Purchase 922.07 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	922.07	922.07	922.07	
August 1, 2019 August 1, 2019	Purchase 167.70 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	167.70	167.70	167.70	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
August 1, 2019 August 1, 2019	Purchase 0.16 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.16	0.16	0.16	
August 1, 2019 August 1, 2019	Purchase 74.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	74.02	74.02	74.02	
August 1, 2019 August 1, 2019	Purchase 246.16 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	246.16	246.16	246.16	
August 1, 2019 August 1, 2019	Purchase 0.01 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.01	0.01	0.01	
August 2, 2019 August 2, 2019	Purchase 24.04 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	24.04	24.04	24.04	
August 2, 2019 August 2, 2019	Purchase 167.71 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	167.71	167.71	167.71	
August 2, 2019 August 2, 2019	Purchase 64.77 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	64.77	64.77	64.77	
August 6, 2019 August 6, 2019	Purchase 71.88 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	71.88	71.88	71.88	
August 6, 2019 August 6, 2019	Purchase 76.98 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	76.98	76.98	76.98	
August 7, 2019 August 7, 2019	Purchase 147.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	147.50	147.50	147.50	
August 7, 2019 August 7, 2019	Purchase 219.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	219.38	219.38	219.38	
August 8, 2019 August 8, 2019	Purchase 26.29 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	26.29	26.29	26.29	
August 9, 2019 August 9, 2019	Purchase 153.48 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	153.48	153.48	153.48	
August 9, 2019 August 9, 2019	Purchase 178.13 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	178.13	178.13	178.13	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
August 9, 2019 August 9, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
August 12, 2019 August 12, 2019	Purchase 75.35 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	75.35	75.35	75.35	
August 12, 2019 August 12, 2019	Purchase 49.92 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	49.92	49.92	49.92	
August 12, 2019 August 12, 2019	Purchase 51.56 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	51.56	51.56	51.56	
August 12, 2019 August 12, 2019	Purchase 25.78 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25.78	25.78	25.78	
August 12, 2019 August 12, 2019	Purchase 78.87 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	78.87	78.87	78.87	
August 13, 2019 August 13, 2019	Purchase 104.65 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	104.65	104.65	104.65	
August 15, 2019 August 15, 2019	Purchase 538.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	538.75	538.75	538.75	
August 15, 2019 August 15, 2019	Purchase 1,201.70 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,201.70	1,201.70	1,201.70	
August 15, 2019 August 15, 2019	Purchase 755.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	755.28	755.28	755.28	
August 15, 2019 August 15, 2019	Purchase 173.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	173.00	173.00	173.00	
August 16, 2019 August 16, 2019	Purchase 518.37 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	518.37	518.37	518.37	
August 16, 2019 August 16, 2019	Purchase 101.89 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	101.89	101.89	101.89	
August 16, 2019 August 16, 2019	Purchase 50.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	50.02	50.02	50.02	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
August 19, 2019 August 19, 2019	Purchase 75.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	75.00	75.00	75.00	
August 19, 2019 August 19, 2019	Purchase 153.44 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	153.44	153.44	153.44	
August 20, 2019 August 20, 2019	Purchase 105.54 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	105.54	105.54	105.54	
August 20, 2019 August 20, 2019	Purchase 673.03 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	673.03	673.03	673.03	
August 20, 2019 August 20, 2019	Purchase 664.61 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	664.61	664.61	664.61	
August 20, 2019 August 20, 2019	Purchase 127.83 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	127.83	127.83	127.83	
August 21, 2019 August 21, 2019	Purchase 233.37 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	233.37	233.37	233.37	
August 23, 2019 August 23, 2019	Purchase 58.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.10	58.10	58.10	
August 26, 2019 August 26, 2019	Purchase 513.68 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	513.68	513.68	513.68	
August 26, 2019 August 26, 2019	Purchase 2,132.14 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,132.14	2,132.14	2,132.14	
August 26, 2019 August 26, 2019	Purchase 1,098.52 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,098.52	1,098.52	1,098.52	
August 26, 2019 August 26, 2019	Purchase 209.76 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	209.76	209.76	209.76	
August 26, 2019 August 26, 2019	Purchase 332.84 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	332.84	332.84	332.84	
August 26, 2019 August 26, 2019	Purchase 155.47 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	155.47	155.47	155.47	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
August 27, 2019 August 27, 2019	Purchase 878.91 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	878.91	878.91	878.91	
August 28, 2019 August 28, 2019	Purchase 45,495.20 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	45,495.20	45,495.20	45,495.20	
August 28, 2019 August 28, 2019	Purchase 221.33 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	221.33	221.33	221.33	
August 28, 2019 August 28, 2019	Purchase 134.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	134.75	134.75	134.75	
August 28, 2019 August 28, 2019	Purchase 2,047.22 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,047.22	2,047.22	2,047.22	
August 28, 2019 August 28, 2019	Purchase 13.29 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	13.29	13.29	13.29	
August 29, 2019 August 29, 2019	Purchase 13.29 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	13.29	13.29	13.29	
August 30, 2019 August 30, 2019	Purchase 80.62 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	80.62	80.62	80.62	
September 3, 2019 September 3, 2019	Purchase 624.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	624.38	624.38	624.38	
September 4, 2019 September 4, 2019	Purchase 117.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	117.25	117.25	117.25	
September 4, 2019 September 4, 2019	Purchase 0.01 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.01	0.01	0.01	
September 4, 2019 September 4, 2019	Purchase 34.91 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	34.91	34.91	34.91	
September 4, 2019 September 4, 2019	Purchase 707.09 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	707.09	707.09	707.09	
September 9, 2019 September 9, 2019	Purchase 277.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	277.50	277.50	277.50	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
September 9, 2019 September 9, 2019	Purchase 277.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	277.50	277.50	277.50	
September 11, 2019 September 11, 2019	Purchase 19.93 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	19.93	19.93	19.93	
September 11, 2019 September 11, 2019	Purchase 19.93 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	19.93	19.93	19.93	
September 12, 2019 September 12, 2019	Purchase 42.34 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	42.34	42.34	42.34	
September 12, 2019 September 12, 2019	Purchase 133.16 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	133.16	133.16	133.16	
September 12, 2019 September 12, 2019	Purchase 133.16 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	133.16	133.16	133.16	
September 13, 2019 September 13, 2019	Purchase 58.94 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.94	58.94	58.94	
September 13, 2019 September 13, 2019	Purchase 5,171.70 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,171.70	5,171.70	5,171.70	
September 13, 2019 September 13, 2019	Purchase 19.93 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	19.93	19.93	19.93	
September 16, 2019 September 16, 2019	Purchase 1,095.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,095.50	1,095.50	1,095.50	
September 16, 2019 September 16, 2019	Purchase 2,405.94 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,405.94	2,405.94	2,405.94	
September 17, 2019 September 17, 2019	Purchase 317.65 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	317.65	317.65	317.65	
September 17, 2019 September 17, 2019	Purchase 28.42 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	28.42	28.42	28.42	
September 17, 2019 September 17, 2019	Purchase 50.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	50.02	50.02	50.02	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
September 18, 2019 September 18, 2019	Purchase 78.44 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	78.44	78.44	78.44	
September 19, 2019 September 19, 2019	Purchase 269,105.16 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	269,105.16	269,105.16	269,105.16	
September 20, 2019 September 20, 2019	Purchase 229.62 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	229.62	229.62	229.62	
September 20, 2019 September 20, 2019	Purchase 1,280.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,280.50	1,280.50	1,280.50	
September 20, 2019 September 20, 2019	Purchase 60.94 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	60.94	60.94	60.94	
September 20, 2019 September 20, 2019	Purchase 10,248.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	10,248.10	10,248.10	10,248.10	
September 23, 2019 September 23, 2019	Purchase 250.21 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	250.21	250.21	250.21	
September 23, 2019 September 23, 2019	Purchase 186,644.42 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	186,644.42	186,644.42	186,644.42	
September 25, 2019 September 25, 2019	Purchase 70.61 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	70.61	70.61	70.61	
September 25, 2019 September 25, 2019	Purchase 728.29 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	728.29	728.29	728.29	
September 25, 2019 September 25, 2019	Purchase 3,180.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	3,180.10	3,180.10	3,180.10	
September 25, 2019 September 25, 2019	Purchase 87.85 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	87.85	87.85	87.85	
September 25, 2019 September 25, 2019	Purchase 716.27 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	716.27	716.27	716.27	
September 25, 2019 September 25, 2019	Purchase 50.14 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	50.14	50.14	50.14	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Purchases (continued)					
September 26, 2019 September 26, 2019	Purchase 866.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	866.28	866.28	866.28	
September 27, 2019 September 27, 2019	Purchase 335.90 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	335.90	335.90	335.90	
September 27, 2019 September 27, 2019	Purchase 96.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	96.95	96.95	96.95	
September 30, 2019 September 30, 2019	Purchase 96.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	96.95	96.95	96.95	
September 30, 2019 September 30, 2019	Purchase 83.12 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	83.12	83.12	83.12	
Total Purchases			**$5,044,039.71**	**$5,044,039.71**	**$0.00**
Sales					
October 1, 2018 October 1, 2018	Sale 71,881.51 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	71,881.51	71,881.51	71,881.51	
October 2, 2018 October 2, 2018	Sale 227,869.19 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	227,869.19	227,869.19	227,869.19	
October 4, 2018 October 4, 2018	Sale 29,496.03 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	29,496.03	29,496.03	29,496.03	
October 10, 2018 October 10, 2018	Sale 4,974.19 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	4,974.19	4,974.19	4,974.19	
October 11, 2018 October 11, 2018	Sale 1,898.42 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,898.42	1,898.42	1,898.42	
October 12, 2018 October 12, 2018	Sale 293.13 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	293.13	293.13	293.13	
October 12, 2018 October 12, 2018	Sale 12.58 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	12.58	12.58	12.58	
October 12, 2018 October 12, 2018	Sale 1,053.36 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,053.36	1,053.36	1,053.36	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
October 18, 2018 October 18, 2018	Sale 683.15 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	683.15	683.15	683.15	
November 1, 2018 November 1, 2018	Sale 2,100.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,100.00	2,100.00	2,100.00	
November 1, 2018 November 1, 2018	Sale 100,249.69 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	100,249.69	100,249.69	100,249.69	
November 1, 2018 November 1, 2018	Sale 1,635.34 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,635.34	1,635.34	1,635.34	
November 5, 2018 November 5, 2018	Sale 24,475.76 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	24,475.76	24,475.76	24,475.76	
November 5, 2018 November 5, 2018	Sale 2,617.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,617.00	2,617.00	2,617.00	
November 7, 2018 November 7, 2018	Sale 1,309.22 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,309.22	1,309.22	1,309.22	
November 8, 2018 November 8, 2018	Sale 9,815.22 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9,815.22	9,815.22	9,815.22	
November 13, 2018 November 13, 2018	Sale 17,985.98 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	17,985.98	17,985.98	17,985.98	
November 13, 2018 November 13, 2018	Sale 2,042.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,042.50	2,042.50	2,042.50	
November 16, 2018 November 16, 2018	Sale 1,183.79 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,183.79	1,183.79	1,183.79	
November 19, 2018 November 19, 2018	Sale 9,955.13 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9,955.13	9,955.13	9,955.13	
November 21, 2018 November 21, 2018	Sale 7,662.53 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	7,662.53	7,662.53	7,662.53	
November 26, 2018 November 26, 2018	Sale 9,005.33 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9,005.33	9,005.33	9,005.33	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
November 27, 2018 November 27, 2018	Sale 7,662.53 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	7,662.53	7,662.53	7,662.53	
November 27, 2018 November 27, 2018	Sale 660.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	660.00	660.00	660.00	
November 28, 2018 November 28, 2018	Sale 24,822.45 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	24,822.45	24,822.45	24,822.45	
November 29, 2018 November 29, 2018	Sale 18.90 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	18.90	18.90	18.90	
December 3, 2018 December 3, 2018	Sale 2,100.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,100.00	2,100.00	2,100.00	
December 3, 2018 December 3, 2018	Sale 98,638.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	98,638.50	98,638.50	98,638.50	
December 6, 2018 December 6, 2018	Sale 2,550.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,550.00	2,550.00	2,550.00	
December 12, 2018 December 12, 2018	Sale 74,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	74,000.00	74,000.00	74,000.00	
December 13, 2018 December 13, 2018	Sale 4,996.35 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	4,996.35	4,996.35	4,996.35	
December 18, 2018 December 18, 2018	Sale 1,369.03 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,369.03	1,369.03	1,369.03	
December 18, 2018 December 18, 2018	Sale 5,625.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,625.00	5,625.00	5,625.00	
December 19, 2018 December 19, 2018	Sale 5,197.12 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,197.12	5,197.12	5,197.12	
December 19, 2018 December 19, 2018	Sale 73,755.12 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	73,755.12	73,755.12	73,755.12	
December 20, 2018 December 20, 2018	Sale 18.06 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	18.06	18.06	18.06	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
December 21, 2018 December 21, 2018	Sale 18.06 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	18.06	18.06	18.06	
December 21, 2018 December 21, 2018	Sale 254.82 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	254.82	254.82	254.82	
December 24, 2018 December 24, 2018	Sale 4,981.66 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	4,981.66	4,981.66	4,981.66	
December 24, 2018 December 24, 2018	Sale 22.52 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	22.52	22.52	22.52	
December 26, 2018 December 26, 2018	Sale 1,065.30 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,065.30	1,065.30	1,065.30	
December 26, 2018 December 26, 2018	Sale 974.36 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	974.36	974.36	974.36	
December 27, 2018 December 27, 2018	Sale 149.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	149.25	149.25	149.25	
December 31, 2018 December 31, 2018	Sale 1,075.03 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,075.03	1,075.03	1,075.03	
January 2, 2019 January 2, 2019	Sale 2,100.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,100.00	2,100.00	2,100.00	
January 2, 2019 January 2, 2019	Sale 98,638.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	98,638.50	98,638.50	98,638.50	
January 2, 2019 January 2, 2019	Sale 231.22 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	231.22	231.22	231.22	
January 3, 2019 January 3, 2019	Sale 274.51 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	274.51	274.51	274.51	
January 3, 2019 January 3, 2019	Sale 772.30 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	772.30	772.30	772.30	
January 4, 2019 January 4, 2019	Sale 285.53 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	285.53	285.53	285.53	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
January 4, 2019 January 4, 2019	Sale 329.21 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	329.21	329.21	329.21	
January 7, 2019 January 7, 2019	Sale 329.21 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	329.21	329.21	329.21	
January 7, 2019 January 7, 2019	Sale 129.09 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	129.09	129.09	129.09	
January 10, 2019 January 10, 2019	Sale 650.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	650.00	650.00	650.00	
January 14, 2019 January 14, 2019	Sale 79.59 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	79.59	79.59	79.59	
January 14, 2019 January 14, 2019	Sale 297.30 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	297.30	297.30	297.30	
January 14, 2019 January 14, 2019	Sale 377.91 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	377.91	377.91	377.91	
January 14, 2019 January 14, 2019	Sale 15,523.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	15,523.00	15,523.00	15,523.00	
January 16, 2019 January 16, 2019	Sale 563.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	563.75	563.75	563.75	
January 17, 2019 January 17, 2019	Sale 21.60 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	21.60	21.60	21.60	
January 18, 2019 January 18, 2019	Sale 28.42 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	28.42	28.42	28.42	
January 18, 2019 January 18, 2019	Sale 131.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	131.25	131.25	131.25	
January 22, 2019 January 22, 2019	Sale 650.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	650.00	650.00	650.00	
January 22, 2019 January 22, 2019	Sale 8,823.97 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	8,823.97	8,823.97	8,823.97	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
January 22, 2019 January 22, 2019	Sale 251.53 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	251.53	251.53	251.53	
January 22, 2019 January 22, 2019	Sale 6,635.92 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	6,635.92	6,635.92	6,635.92	
January 23, 2019 January 23, 2019	Sale 253.84 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	253.84	253.84	253.84	
January 25, 2019 January 25, 2019	Sale 17,164.09 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	17,164.09	17,164.09	17,164.09	
January 25, 2019 January 25, 2019	Sale 40.11 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	40.11	40.11	40.11	
January 28, 2019 January 28, 2019	Sale 784.70 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	784.70	784.70	784.70	
January 28, 2019 January 28, 2019	Sale 1,068.74 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,068.74	1,068.74	1,068.74	
January 29, 2019 January 29, 2019	Sale 514.69 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	514.69	514.69	514.69	
January 29, 2019 January 29, 2019	Sale 25.01 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25.01	25.01	25.01	
January 30, 2019 January 30, 2019	Sale 9,918.40 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9,918.40	9,918.40	9,918.40	
January 30, 2019 January 30, 2019	Sale 14.06 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	14.06	14.06	14.06	
January 31, 2019 January 31, 2019	Sale 131.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	131.25	131.25	131.25	
February 1, 2019 February 1, 2019	Sale 2,100.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,100.00	2,100.00	2,100.00	
February 1, 2019 February 1, 2019	Sale 98,638.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	98,638.50	98,638.50	98,638.50	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
February 1, 2019 February 1, 2019	Sale 808.74 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	808.74	808.74	808.74	
February 1, 2019 February 1, 2019	Sale 1,118.35 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,118.35	1,118.35	1,118.35	
February 4, 2019 February 4, 2019	Sale 407.32 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	407.32	407.32	407.32	
February 4, 2019 February 4, 2019	Sale 610.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	610.00	610.00	610.00	
February 5, 2019 February 5, 2019	Sale 96.69 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	96.69	96.69	96.69	
February 5, 2019 February 5, 2019	Sale 9,777.77 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9,777.77	9,777.77	9,777.77	
February 6, 2019 February 6, 2019	Sale 71.88 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	71.88	71.88	71.88	
February 7, 2019 February 7, 2019	Sale 209.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	209.38	209.38	209.38	
February 11, 2019 February 11, 2019	Sale 178.13 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	178.13	178.13	178.13	
February 11, 2019 February 11, 2019	Sale 353.60 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	353.60	353.60	353.60	
February 13, 2019 February 13, 2019	Sale 120.57 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	120.57	120.57	120.57	
February 14, 2019 February 14, 2019	Sale 14,750.19 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	14,750.19	14,750.19	14,750.19	
February 19, 2019 February 19, 2019	Sale 1,901.35 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,901.35	1,901.35	1,901.35	
February 21, 2019 February 21, 2019	Sale 301.14 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	301.14	301.14	301.14	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
February 22, 2019 February 22, 2019	Sale 59.06 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	59.06	59.06	59.06	
February 26, 2019 February 26, 2019	Sale 1,130.49 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,130.49	1,130.49	1,130.49	
March 1, 2019 March 1, 2019	Sale 100,738.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	100,738.50	100,738.50	100,738.50	
March 1, 2019 March 1, 2019	Sale 1,114.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,114.28	1,114.28	1,114.28	
March 4, 2019 March 4, 2019	Sale 412.24 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	412.24	412.24	412.24	
March 4, 2019 March 4, 2019	Sale 124.59 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	124.59	124.59	124.59	
March 4, 2019 March 4, 2019	Sale 862.99 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	862.99	862.99	862.99	
March 5, 2019 March 5, 2019	Sale 9,680.51 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9,680.51	9,680.51	9,680.51	
March 5, 2019 March 5, 2019	Sale 11.19 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	11.19	11.19	11.19	
March 5, 2019 March 5, 2019	Sale 67.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	67.50	67.50	67.50	
March 6, 2019 March 6, 2019	Sale 718,306.11 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	718,306.11	718,306.11	718,306.11	
March 11, 2019 March 11, 2019	Sale 277.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	277.50	277.50	277.50	
March 11, 2019 March 11, 2019	Sale 1,918.85 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,918.85	1,918.85	1,918.85	
March 12, 2019 March 12, 2019	Sale 116.41 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	116.41	116.41	116.41	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
March 13, 2019 March 13, 2019	Sale 104.63 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	104.63	104.63	104.63	
March 14, 2019 March 14, 2019	Sale 212.40 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	212.40	212.40	212.40	
March 14, 2019 March 14, 2019	Sale 37.30 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	37.30	37.30	37.30	
March 15, 2019 March 15, 2019	Sale 381.97 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	381.97	381.97	381.97	
March 18, 2019 March 18, 2019	Sale 957.22 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	957.22	957.22	957.22	
March 18, 2019 March 18, 2019	Sale 9.94 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9.94	9.94	9.94	
March 19, 2019 March 19, 2019	Sale 9.94 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	9.94	9.94	9.94	
March 19, 2019 March 19, 2019	Sale 4,900.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	4,900.02	4,900.02	4,900.02	
March 21, 2019 March 21, 2019	Sale 298.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	298.28	298.28	298.28	
March 25, 2019 March 25, 2019	Sale 76.87 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	76.87	76.87	76.87	
March 26, 2019 March 26, 2019	Sale 1,123.04 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,123.04	1,123.04	1,123.04	
March 28, 2019 March 28, 2019	Sale 96.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	96.95	96.95	96.95	
April 1, 2019 April 1, 2019	Sale 94,948.70 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	94,948.70	94,948.70	94,948.70	
April 1, 2019 April 1, 2019	Sale 2,100.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,100.00	2,100.00	2,100.00	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
April 2, 2019 April 2, 2019	Sale 963.26 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	963.26	963.26	963.26	
April 2, 2019 April 2, 2019	Sale 280.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	280.38	280.38	280.38	
April 2, 2019 April 2, 2019	Sale 40.34 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	40.34	40.34	40.34	
April 3, 2019 April 3, 2019	Sale 14,797.91 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	14,797.91	14,797.91	14,797.91	
April 3, 2019 April 3, 2019	Sale 43.82 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	43.82	43.82	43.82	
April 4, 2019 April 4, 2019	Sale 5,625.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,625.00	5,625.00	5,625.00	
April 10, 2019 April 10, 2019	Sale 574.60 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	574.60	574.60	574.60	
April 12, 2019 April 12, 2019	Sale 27.94 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	27.94	27.94	27.94	
April 12, 2019 April 12, 2019	Sale 305.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	305.38	305.38	305.38	
April 12, 2019 April 12, 2019	Sale 40.34 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	40.34	40.34	40.34	
April 12, 2019 April 12, 2019	Sale 0.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.02	0.02	0.02	
April 15, 2019 April 15, 2019	Sale 312.22 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	312.22	312.22	312.22	
April 16, 2019 April 16, 2019	Sale 408.45 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	408.45	408.45	408.45	
April 17, 2019 April 17, 2019	Sale 1,203.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,203.02	1,203.02	1,203.02	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
April 17, 2019 April 17, 2019	Sale 4,913.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	4,913.50	4,913.50	4,913.50	
April 17, 2019 April 17, 2019	Sale 166.60 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	166.60	166.60	166.60	
April 17, 2019 April 17, 2019	Sale 46.44 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	46.44	46.44	46.44	
April 18, 2019 April 18, 2019	Sale 57.39 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	57.39	57.39	57.39	
April 18, 2019 April 18, 2019	Sale 17.47 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	17.47	17.47	17.47	
April 23, 2019 April 23, 2019	Sale 295.31 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	295.31	295.31	295.31	
April 24, 2019 April 24, 2019	Sale 1,096.72 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,096.72	1,096.72	1,096.72	
April 24, 2019 April 24, 2019	Sale 380.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	380.00	380.00	380.00	
April 26, 2019 April 26, 2019	Sale 1,183.81 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,183.81	1,183.81	1,183.81	
April 26, 2019 April 26, 2019	Sale 165.16 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	165.16	165.16	165.16	
April 29, 2019 April 29, 2019	Sale 513.40 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	513.40	513.40	513.40	
April 30, 2019 April 30, 2019	Sale 261.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	261.25	261.25	261.25	
May 1, 2019 May 1, 2019	Sale 248.77 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	248.77	248.77	248.77	
May 1, 2019 May 1, 2019	Sale 80,395.81 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	80,395.81	80,395.81	80,395.81	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
May 2, 2019 May 2, 2019	Sale 207.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	207.38	207.38	207.38	
May 2, 2019 May 2, 2019	Sale 105.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	105.28	105.28	105.28	
May 2, 2019 May 2, 2019	Sale 0.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.02	0.02	0.02	
May 3, 2019 May 3, 2019	Sale 181.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	181.25	181.25	181.25	
May 6, 2019 May 6, 2019	Sale 145.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	145.00	145.00	145.00	
May 9, 2019 May 9, 2019	Sale 51.59 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	51.59	51.59	51.59	
May 9, 2019 May 9, 2019	Sale 117,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	117,000.00	117,000.00	117,000.00	
May 9, 2019 May 9, 2019	Sale 3,986.20 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	3,986.20	3,986.20	3,986.20	
May 9, 2019 May 9, 2019	Sale 24,074.17 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	24,074.17	24,074.17	24,074.17	
May 13, 2019 May 13, 2019	Sale 58.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.95	58.95	58.95	
May 14, 2019 May 14, 2019	Sale 71.46 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	71.46	71.46	71.46	
May 15, 2019 May 15, 2019	Sale 349.55 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	349.55	349.55	349.55	
May 15, 2019 May 15, 2019	Sale 50.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	50.02	50.02	50.02	
May 16, 2019 May 16, 2019	Sale 374.22 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	374.22	374.22	374.22	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
May 16, 2019 May 16, 2019	Sale 25.52 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	25.52	25.52	25.52	
May 21, 2019 May 21, 2019	Sale 291.88 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	291.88	291.88	291.88	
May 23, 2019 May 23, 2019	Sale 35.34 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	35.34	35.34	35.34	
May 28, 2019 May 28, 2019	Sale 753.51 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	753.51	753.51	753.51	
May 29, 2019 May 29, 2019	Sale 486.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	486.10	486.10	486.10	
May 29, 2019 May 29, 2019	Sale 22.15 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	22.15	22.15	22.15	
May 30, 2019 May 30, 2019	Sale 5,271.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,271.00	5,271.00	5,271.00	
May 30, 2019 May 30, 2019	Sale 114.37 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	114.37	114.37	114.37	
May 31, 2019 May 31, 2019	Sale 10,002.10 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	10,002.10	10,002.10	10,002.10	
May 31, 2019 May 31, 2019	Sale 22.15 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	22.15	22.15	22.15	
May 31, 2019 May 31, 2019	Sale 103.13 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	103.13	103.13	103.13	
June 3, 2019 June 3, 2019	Sale 709.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	709.38	709.38	709.38	
June 3, 2019 June 3, 2019	Sale 2,100.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,100.00	2,100.00	2,100.00	
June 3, 2019 June 3, 2019	Sale 94,606.18 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	94,606.18	94,606.18	94,606.18	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
June 4, 2019 June 4, 2019	Sale 125.29 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	125.29	125.29	125.29	
June 4, 2019 June 4, 2019	Sale 0.02 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.02	0.02	0.02	
June 4, 2019 June 4, 2019	Sale 319.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	319.95	319.95	319.95	
June 5, 2019 June 5, 2019	Sale 5,331.96 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,331.96	5,331.96	5,331.96	
June 5, 2019 June 5, 2019	Sale 13.86 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	13.86	13.86	13.86	
June 6, 2019 June 6, 2019	Sale 707.71 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	707.71	707.71	707.71	
June 10, 2019 June 10, 2019	Sale 24.56 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	24.56	24.56	24.56	
June 11, 2019 June 11, 2019	Sale 24.56 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	24.56	24.56	24.56	
June 11, 2019 June 11, 2019	Sale 6,269.05 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	6,269.05	6,269.05	6,269.05	
June 12, 2019 June 12, 2019	Sale 27.49 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	27.49	27.49	27.49	
June 13, 2019 June 13, 2019	Sale 35.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	35.50	35.50	35.50	
June 14, 2019 June 14, 2019	Sale 67.42 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	67.42	67.42	67.42	
June 14, 2019 June 14, 2019	Sale 5,143.20 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,143.20	5,143.20	5,143.20	
June 18, 2019 June 18, 2019	Sale 202,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	202,000.00	202,000.00	202,000.00	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
June 18, 2019 June 18, 2019	Sale 813.32 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	813.32	813.32	813.32	
June 18, 2019 June 18, 2019	Sale 2,872.88 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,872.88	2,872.88	2,872.88	
June 18, 2019 June 18, 2019	Sale 5,625.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,625.00	5,625.00	5,625.00	
June 21, 2019 June 21, 2019	Sale 338.15 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	338.15	338.15	338.15	
June 26, 2019 June 26, 2019	Sale 452.96 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	452.96	452.96	452.96	
June 27, 2019 June 27, 2019	Sale 346.70 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	346.70	346.70	346.70	
June 27, 2019 June 27, 2019	Sale 13.45 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	13.45	13.45	13.45	
June 28, 2019 June 28, 2019	Sale 13.45 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	13.45	13.45	13.45	
June 28, 2019 June 28, 2019	Sale 5,105.88 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,105.88	5,105.88	5,105.88	
July 1, 2019 July 1, 2019	Sale 118.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	118.75	118.75	118.75	
July 1, 2019 July 1, 2019	Sale 96,706.18 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	96,706.18	96,706.18	96,706.18	
July 2, 2019 July 2, 2019	Sale 44.52 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	44.52	44.52	44.52	
July 2, 2019 July 2, 2019	Sale 146.31 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	146.31	146.31	146.31	
July 2, 2019 July 2, 2019	Sale 259.62 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	259.62	259.62	259.62	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
July 2, 2019 July 2, 2019	Sale 550,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	550,000.00	550,000.00	550,000.00	
July 3, 2019 July 3, 2019	Sale 1,968.21 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,968.21	1,968.21	1,968.21	
July 5, 2019 July 5, 2019	Sale 400,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	400,000.00	400,000.00	400,000.00	
July 8, 2019 July 8, 2019	Sale 950,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	950,000.00	950,000.00	950,000.00	
July 8, 2019 July 8, 2019	Sale 393.35 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	393.35	393.35	393.35	
July 9, 2019 July 9, 2019	Sale 1,040.20 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,040.20	1,040.20	1,040.20	
July 9, 2019 July 9, 2019	Sale 17.12 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	17.12	17.12	17.12	
July 10, 2019 July 10, 2019	Sale 5,099.33 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,099.33	5,099.33	5,099.33	
July 10, 2019 July 10, 2019	Sale 15.47 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	15.47	15.47	15.47	
July 10, 2019 July 10, 2019	Sale 151.09 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	151.09	151.09	151.09	
July 12, 2019 July 12, 2019	Sale 33.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	33.28	33.28	33.28	
July 12, 2019 July 12, 2019	Sale 60.56 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	60.56	60.56	60.56	
July 12, 2019 July 12, 2019	Sale 178.09 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	178.09	178.09	178.09	
July 15, 2019 July 15, 2019	Sale 519.30 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	519.30	519.30	519.30	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
July 16, 2019 July 16, 2019	Sale 412.41 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	412.41	412.41	412.41	
July 16, 2019 July 16, 2019	Sale 1,122.93 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,122.93	1,122.93	1,122.93	
July 16, 2019 July 16, 2019	Sale 5.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5.00	5.00	5.00	
July 18, 2019 July 18, 2019	Sale 78.44 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	78.44	78.44	78.44	
July 23, 2019 July 23, 2019	Sale 206.55 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	206.55	206.55	206.55	
July 24, 2019 July 24, 2019	Sale 303.13 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	303.13	303.13	303.13	
July 26, 2019 July 26, 2019	Sale 1,143.09 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,143.09	1,143.09	1,143.09	
July 30, 2019 July 30, 2019	Sale 330.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	330.00	330.00	330.00	
July 31, 2019 July 31, 2019	Sale 131.25 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	131.25	131.25	131.25	
August 1, 2019 August 1, 2019	Sale 2,100.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	2,100.00	2,100.00	2,100.00	
August 1, 2019 August 1, 2019	Sale 94,606.18 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	94,606.18	94,606.18	94,606.18	
August 1, 2019 August 1, 2019	Sale 922.07 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	922.07	922.07	922.07	
August 2, 2019 August 2, 2019	Sale 24.04 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	24.04	24.04	24.04	
August 2, 2019 August 2, 2019	Sale 167.71 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	167.71	167.71	167.71	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
August 2, 2019 August 2, 2019	Sale 246.16 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	246.16	246.16	246.16	
August 5, 2019 August 5, 2019	Sale 50.14 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	50.14	50.14	50.14	
August 5, 2019 August 5, 2019	Sale 10,261.37 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	10,261.37	10,261.37	10,261.37	
August 7, 2019 August 7, 2019	Sale 219.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	219.38	219.38	219.38	
August 8, 2019 August 8, 2019	Sale 26.29 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	26.29	26.29	26.29	
August 9, 2019 August 9, 2019	Sale 5,237.40 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,237.40	5,237.40	5,237.40	
August 9, 2019 August 9, 2019	Sale 178.13 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	178.13	178.13	178.13	
August 12, 2019 August 12, 2019	Sale 51.56 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	51.56	51.56	51.56	
August 12, 2019 August 12, 2019	Sale 51.56 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	51.56	51.56	51.56	
August 13, 2019 August 13, 2019	Sale 104.65 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	104.65	104.65	104.65	
August 15, 2019 August 15, 2019	Sale 193.38 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	193.38	193.38	193.38	
August 16, 2019 August 16, 2019	Sale 489.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	489.95	489.95	489.95	
August 19, 2019 August 19, 2019	Sale 153.44 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	153.44	153.44	153.44	
August 21, 2019 August 21, 2019	Sale 233.37 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	233.37	233.37	233.37	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
August 26, 2019 August 26, 2019	Sale 1,651.27 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	1,651.27	1,651.27	1,651.27	
August 27, 2019 August 27, 2019	Sale 878.91 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	878.91	878.91	878.91	
August 28, 2019 August 28, 2019	Sale 134.75 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	134.75	134.75	134.75	
August 29, 2019 August 29, 2019	Sale 86.58 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	86.58	86.58	86.58	
August 29, 2019 August 29, 2019	Sale 55,192.96 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	55,192.96	55,192.96	55,192.96	
August 29, 2019 August 29, 2019	Sale 13.29 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	13.29	13.29	13.29	
September 3, 2019 September 3, 2019	Sale 5,322.43 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,322.43	5,322.43	5,322.43	
September 3, 2019 September 3, 2019	Sale 21,120.66 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	21,120.66	21,120.66	21,120.66	
September 4, 2019 September 4, 2019	Sale 34.91 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	34.91	34.91	34.91	
September 4, 2019 September 4, 2019	Sale 0.01 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	0.01	0.01	0.01	
September 4, 2019 September 4, 2019	Sale 707.09 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	707.09	707.09	707.09	
September 5, 2019 September 5, 2019	Sale 5,319.16 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,319.16	5,319.16	5,319.16	
September 5, 2019 September 5, 2019	Sale 34.54 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	34.54	34.54	34.54	
September 9, 2019 September 9, 2019	Sale 277.50 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	277.50	277.50	277.50	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
September 11, 2019 September 11, 2019	Sale 19.93 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	19.93	19.93	19.93	
September 11, 2019 September 11, 2019	Sale 19.93 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	19.93	19.93	19.93	
September 12, 2019 September 12, 2019	Sale 54.29 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	54.29	54.29	54.29	
September 12, 2019 September 12, 2019	Sale 5,171.70 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,171.70	5,171.70	5,171.70	
September 12, 2019 September 12, 2019	Sale 19.93 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	19.93	19.93	19.93	
September 13, 2019 September 13, 2019	Sale 58.94 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	58.94	58.94	58.94	
September 16, 2019 September 16, 2019	Sale 797.78 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	797.78	797.78	797.78	
September 17, 2019 September 17, 2019	Sale 317.65 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	317.65	317.65	317.65	
September 18, 2019 September 18, 2019	Sale 78.44 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	78.44	78.44	78.44	
September 23, 2019 September 23, 2019	Sale 250.21 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	250.21	250.21	250.21	
September 23, 2019 September 23, 2019	Sale 269,105.16 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	269,105.16	269,105.16	269,105.16	
September 24, 2019 September 24, 2019	Sale 5,197.68 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	5,197.68	5,197.68	5,197.68	
September 24, 2019 September 24, 2019	Sale 40.35 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	40.35	40.35	40.35	
September 26, 2019 September 26, 2019	Sale 866.28 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	866.28	866.28	866.28	

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5% Series Reportable Transactions By Issue (continued)

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Regions Trust Cash Sweep (continued)					
Sales (continued)					
September 26, 2019 September 26, 2019	Sale 683.15 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	683.15	683.15	683.15	
September 30, 2019 September 30, 2019	Sale 96.95 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	96.95	96.95	96.95	
Total Sales			**$5,187,300.86**	**$5,187,300.86**	**$0.00**
Total Regions Trust Cash Sweep			**$10,231,340.57**	**$10,231,340.57**	**$0.00**
Westwood Income Opportunity Fund					
Sales					
March 4, 2019 March 5, 2019	Sale 47,727.981 Units of Westwood Income Opportunity Fund @ $15.05, CUSIP 0075W0775	47,727.981	718,306.11	655,930.93	62,375.18
Total Sales			**$718,306.11**	**$655,930.93**	**$62,375.18**
Total Westwood Income Opportunity Fund			**$718,306.11**	**$655,930.93**	**$62,375.18**

5% Single Reportable Transactions By Issue

Beginning Market Value: $9,296,875.64
Comparative Value (5%): $464,843.78

Trade Date Settlement Date	Description	Par Value or Shares	Cash	Federal Tax Cost	Realized Gain or Loss
Purchases					
November 9, 2018 November 9, 2018	Purchase 540,614.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	540,614.00	540,614.00	540,614.00	
March 5, 2019 March 5, 2019	Purchase 718,306.11 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	718,306.11	718,306.11	718,306.11	
March 5, 2019 March 6, 2019	Purchase 67,764.727 Units of BlackRock Multi-Asset Income Fund @ $10.60, CUSIP 09256H336	67,764.727	718,306.11	718,306.11	
July 2, 2019 July 2, 2019	Purchase 550,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	550,000.00	550,000.00	550,000.00	
July 2, 2019 July 2, 2019	Purchase 550,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	550,000.00	550,000.00	550,000.00	
July 5, 2019 July 8, 2019	Purchase 10,305.415 Units of American Funds EuroPacific Growth Fund @ $53.37, CUSIP 298706821	10,305.415	550,000.00	550,000.00	
Total Purchases			**$3,627,226.22**	**$3,627,226.22**	**$0.00**
Sales					
March 4, 2019 March 5, 2019	Sale 47,727.981 Units of Westwood Income Opportunity Fund @ $15.05, CUSIP 0075W0775	47,727.981	718,306.11	655,930.93	62,375.18
March 6, 2019 March 6, 2019	Sale 718,306.11 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	718,306.11	718,306.11	718,306.11	
July 2, 2019 July 2, 2019	Sale 550,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	550,000.00	550,000.00	550,000.00	
July 8, 2019 July 8, 2019	Sale 950,000.00 Units of Regions Trust Cash Sweep @ $1.00, CUSIP 999990484	950,000.00	950,000.00	950,000.00	
Total Sales			**$2,936,612.22**	**$2,874,237.04**	**$62,375.18**

Brokerage Summary

No activity this period.

Information

IMPORTANT INFORMATION FOR ALL REGIONS BANK CUSTOMERS:
WE ENCOURAGE YOU TO CONTACT YOUR TRUST ADVISOR OR RELATIONSHIP MANAGER IF YOUR FINANCIAL OBJECTIVES CHANGE OR IF YOU WANT TO DISCUSS THE INVESTMENT OBJECTIVES OF YOUR ACCOUNT.
TRUST SERVICES ARE PROVIDED THROUGH REGIONS PRIVATE WEALTH MANAGEMENT OR INSTITUTIONAL SERVICES, A BUSINESS UNIT WITHIN REGIONS BANK. INVESTMENTS IN SECURITIES, INSURANCE AND ANNUITY PRODUCTS: ARE NOT FDIC INSURED, ARE NOT A DEPOSIT, ARE NOT BANK GUARANTEED, ARE NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY, MAY GO DOWN IN VALUE, AND ARE NOT A CONDITION OF ANY BANKING ACTIVITY.
INVESTMENT PRODUCTS AND FEES/REVENUE-SHARING DISCLOSURES
REGIONS PRIVATE WEALTH MANAGEMENT OR INSTITUTIONAL SERVICES MAY INVEST IN INVESTMENT PRODUCTS NOT AFFILIATED WITH REGIONS BANK OR ITS AFFILIATES. REGIONS BANK MAY RECEIVE 12B-1 FEES AND/OR ANNUAL REVENUE SHARING FEES FROM THE USE OF THESE INVESTMENT PRODUCTS IN ITS CUSTOMERS' ACCOUNTS. THE 12B-1 FEES RECEIVED BY REGIONS BANK VARY BY INVESTMENT PRODUCT AND IN NO CIRCUMSTANCES EXCEED .50% OF THE AVERAGE DAILY NET ASSETS INVESTED IN ANY PRODUCT; IN MOST CIRCUMSTANCES THE FEE IS .25% OR LESS. ANNUAL REVENUE SHARING FEES OF UP TO .15% OF THE MARKET VALUE OF THE ASSETS INVESTED IN CERTAIN MONEY MARKET MUTUAL FUNDS ARE PAID DIRECTLY TO REGIONS BANK FROM THE INVESTMENT PROVIDER.
MARKET VALUES AND ESTIMATED INCOME FIGURES ARE NOT GUARANTEED, BUT DO COME FROM RELIABLE SOURCES.
FOR SECURITIES TRADED ON A MAJOR EXCHANGE, MARKET VALUES ARE PRICED AS OF THE STATEMENT DATE AS PROVIDED BY VARIOUS PRICING SERVICES. THE METHOD AND FREQUENCY OF PRICING ASSETS NOT TRADED ON MAJOR EXCHANGES VARIES DEPENDING ON THE TYPE OF ASSETS; THEREFORE, THE PRICE SHOWN ON YOUR STATEMENT MAY NOT BE A CURRENT VALUE AS OF THE STATEMENT DATE. WE CANNOT GUARANTEE THEIR ACCURACY OR THAT THE ASSETS CAN BE BOUGHT OR SOLD FOR THESE PRICES.
FOR MORE DETAILED INFORMATION REGARDING FEES, PLEASE CONSULT THE FUND PROSPECTUS OR CONTACT YOUR TRUST ADVISOR OR RELATIONSHIP MANAGER.
IMPORTANT INFORMATION FOR RETIREMENT SERVICES ACCOUNTS:
REGIONS MAY RECEIVE 12B-1, SHAREHOLDER SERVICE FEES AND/OR SUB-TRANSFER AGENT FEES FROM THE FUNDS OF UP TO .75% OF THE MARKET VALUE OF PLAN ASSETS INVESTED IN THE FUND PAYING SUCH FEES. REGIONS MAY RECEIVE A FINDER'S FEE IN AN AMOUNT UP TO 1.00% OF THE VALUE OF NEW PURCHASES IN A FUND WHERE THE PLAN'S INVESTMENT IN THE FUND EXCEEDS A SPECIFIC DOLLAR AMOUNT DETERMINED BY THE FUND FAMILY. REGIONS MAY RECEIVE AN ANNUAL REVENUE SHARING FEE FROM THE FUND DISTRIBUTOR OF UP TO .15% OF THE MARKET VALUE OF PLAN ASSETS INVESTED IN THE FUND. PERCENTAGES DESCRIBE FEES THAT ARE CALCULATED AS AN ANNUAL PERCENTAGE OF THE ASSETS INVESTED BY REGIONS CLIENTS IN THE PARTICULAR FUND OR FUND FAMILY. 12B-1, SUB-TRANSFER AGENT AND SHAREHOLDER SERVICE FEES ARE PAID OUT OF THE ASSETS OF THE MUTUAL FUNDS; REVENUE SHARING AND FINDERS FEES ARE NOT CHARGED AGAINST MUTUAL FUND ASSETS.
IMPORTANT DISCLOSURE INFORMATION FOR ALL FLORIDA ACCOUNTS:
AN ACTION FOR BREACH OF TRUST BASED ON MATTERS DISCLOSED IN A TRUST ACCOUNTING OR OTHER WRITTEN REPORT

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Information (continued)

OF THE TRUSTEE MAY BE SUBJECT TO A SIX MONTH STATUTE OF LIMITATIONS FROM THE RECEIPT OF THE TRUST ACCOUNTING OR OTHER WRITTEN REPORT. IF YOU HAVE QUESTIONS, PLEASE CONSULT YOUR ATTORNEY.

REGIONS TRUST CASH SWEEP (RTCS) DISCLOSURE

UNLESS YOU HAVE INSTRUCTED US TO USE A THIRD-PARTY SHORT TERM INVESTMENT VEHICLE TO HOLD CASH IN THE ACCOUNT, WE USE ONE OF THE REGIONS TRUST CASH SWEEP FUNDS ("RTCS") TO ENSURE THAT ALL CASH IN THE ACCOUNT IS INVESTED DAILY. AS INVESTMENTS IN THE ACCOUNT GENERATE CASH, THIS CASH IS AUTOMATICALLY SWEPT INTO RTCS EACH DAY WHERE THE CASH EARNS INTEREST RATHER THAN SITTING IDLE BEFORE BEING DISTRIBUTED OR REINVESTED. EACH RTCS FUND PAYS INTEREST IN ACCORDANCE WITH THE DISCLOSURE PROVIDED TO YOU AT THE TIME THE FUND WAS SELECTED. THE INVESTMENT OBJECTIVE OF RTCS IS TO PRODUCE CURRENT INCOME WITH LIQUIDITY AND STABLE PRINCIPAL. RTCS IS AN FDIC-INSURED DEPOSIT IN REGIONS BANK. BALANCES IN EXCESS OF THE STANDARD MAXIMUM INSURED AMOUNT (GENERALLY $250,000) MAY OR MAY NOT BE COLLATERALIZED BY MARKETABLE SECURITIES SEGREGATED BY REGIONS BANK FOR PURPOSES OF SECURING THESE DEPOSITS, DEPENDING UPON THE PARTICULAR RTCS FUND SELECTED. THERE ARE NO SEPARATE MANAGEMENT FEES ASSOCIATED WITH RTCS. THE ACCOUNT FEES BASED ON THE TOTAL MARKET VALUE OF THE ACCOUNT WILL INCLUDE THE RTCS ASSETS IN THE CALCULATION. AS BANKING PRODUCTS CHANGE, REGIONS BANK MAY CHANGE THE TYPE OF DEPOSIT OR ACCOUNT WE USE FOR THE RTCS. WE WILL NOTIFY YOU IF ANY CHANGE IS A MATERIAL CHANGE.

IMPORTANT INFORMATION FOR RESPONSIBLE PLAN FIDUCIARIES, RETIREMENT PLAN SPONSORS, IRA OWNERS AND INVESTMENT MANAGERS

IF YOU ARE A RESPONSIBLE PLAN FIDUCIARY, A RETIREMENT PLAN SPONSOR, AN IRA OWNER, OR AN INVESTMENT MANAGER, AND YOU HAVE ALREADY AUTHORIZED THE USE OF REGIONS BANK AS A DEPOSITORY FOR UNINVESTED CASH, THEN IT IS NOT NECESSARY TO TAKE ADDITIONAL ACTION TO APPROVE THE USE OF THE RTCS TO HOLD CASH IN THE RETIREMENT PLAN OR IRA TRUST. HOWEVER, IF YOU DO NOT APPROVE OF THE USE OF THE RTCS, YOU MUST CONTACT YOUR RELATIONSHIP MANAGER OR TRUST ADVISOR TO DESIGNATE ANOTHER SHORT TERM INVESTMENT VEHICLE TO HOLD CASH IN THE ACCOUNT.

COST BASIS REPORTING REQUIREMENTS BEGINNING JANUARY 1, 2011, FOR AGENCY AND CUSTODY ACCOUNTS

THE EMERGENCY ECONOMIC STABILIZATION ACT OF 2008 MANDATED TAX REPORTING CHANGES THAT REQUIRE FINANCIAL INSTITUTIONS TO REPORT THE ADJUSTED COST BASIS OF CERTAIN SOLD SECURITIES, INCLUDING WHETHER THE GAIN OR LOSS IS SHORT OR LONG-TERM, TO THE IRS AND TO CUSTOMERS ON FORM 1099-B.

COVERED VS. NON-COVERED SECURITIES

THE CHANGES ARE BEING ROLLED OUT IN PHASES AS INDICATED BELOW. COVERED SECURITIES ARE THOSE ACQUIRED ON OR AFTER THE DATES SPECIFIED IN THE LEGISLATION. COST BASIS FOR THESE SECURITIES MUST BE REPORTED BY FINANCIAL INSTITUTIONS. SECURITIES ACQUIRED BEFORE THESE DATES ARE NON-COVERED AND FINANCIAL INSTITUTIONS ARE NOT REQUIRED TO REPORT THE COST BASIS. TAXPAYERS ARE RESPONSIBLE FOR ACCURATELY REPORTING COST BASIS ON COVERED AND NON-COVERED SECURITIES TO THE IRS ON THEIR TAX RETURNS.

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Information (continued)

EQUITIES.....ACQUIRED ON OR AFTER JAN. 1, 2011
MUTUAL FUNDS, DIVIDEND REINVESTMENT PLANS (DRIPS) AND MOST ETFS.....ACQUIRED ON OR AFTER JAN. 1, 2012
SIMPLE DEBT INSTRUMENTS AND OPTIONS.....ACQUIRED ON OR AFTER JAN. 1, 2014
DEBT INSTRUMENTS WITH COMPLEX FEATURES.....ACQUIRED ON OR AFTER JAN. 1, 2016

TAX LOT SELECTION METHOD

THE IRS REQUIRES THE USE OF A DEFAULT COST BASIS METHOD FOR CALCULATING GAINS AND LOSSES UNLESS A CLIENT OR ADVISOR ACTING ON THE CLIENT'S BEHALF CHOOSES ANOTHER METHOD. FOR EQUITIES, THE IRS DEFAULT SELECTION METHOD IS FIRST IN, FIRST OUT (FIFO). HOWEVER, PRIOR TO OCTOBER 1, 2017, REGIONS' DEFAULT SELECTION METHOD WAS LONG TERM, HIGH COST UNLESS THE CLIENT REQUESTED A DIFFERENT DEFAULT METHOD. EFFECTIVE OCTOBER 1, 2017, REGIONS' DEFAULT SELECTION METHOD IS MINIMIZE GAIN UNLESS THE CLIENT DIRECTS OTHERWISE. IF A CLIENT DESIRES A DIFFERENT DEFAULT SELECTION METHOD THAN MINIMIZE GAIN, THE CLIENT SHOULD CONTACT THEIR TRUST ADVISOR. CLIENTS CAN CHANGE THE DEFAULT SELECTION METHOD OR OVERRIDE IT FOR A SPECIFIC TRADE. AN ALTERNATE DEFAULT SELECTION METHOD MUST BE SPECIFIED EITHER AT THE TIME OF THE TRADE OR THROUGH A STANDING ORDER; HOWEVER, ONCE THE TRADE SETTLES, THE METHOD USED WILL BE FINAL AND CANNOT BE CHANGED.

FORM 1099-B

FINANCIAL INSTITUTIONS ARE REQUIRED TO INCLUDE COST BASIS, ACQUISITION DATE, WASH SALE DISALLOWED LOSS, AND HOLDING PERIOD INFORMATION FOR COVERED SECURITIES ON FORM 1099-B.

REGIONS PRIVATE WEALTH MANAGEMENT TRADES

REGIONS PRIVATE WEALTH MANAGEMENT PERFORMS TRADE REQUESTS AS AN ACCOMODATION ONLY. REGIONS PRIVATE WEALTH MANAGEMENT ALLOWS THE USE OF ELECTRONIC COMMUNICATION (I.E., FAX, EMAIL, INSTANT MESSAGE, TEXT, ETC.) OR VOICEMAIL BY ANY CUSTOMER TO REQUEST, AUTHORIZE OR EFFECT THE PURCHASE OR SALE OF SECURITIES. WE DO NOT GUARANTEE THAT ANY SUCH REQUEST WILL BE TIMELY PROCESSED. ACCOUNT ORDERS REQUESTED VIA E-COMMUNICATION OR VOICEMAIL WILL NOT BE HONORED UNTIL VERBAL CONFIRMATION OF THE REQUEST HAS BEEN COMPLETED VIA CALL BACK FROM A PRIVATE WEALTH MANAGEMENT ASSOCIATE TO THE PRIVATE WEALTH MANAGEMENT CLIENT WHO SENT THE INITIAL COMMUNICATION.

ANNUAL NOTICE OF FEDERAL WITHHOLDING TAX ON PERIODIC PAYMENTS

IT IS NOT NECESSARY TO CONTACT REGIONS IF YOU DO NOT WISH TO MAKE A CHANGE IN THE AMOUNT CURRENTLY BEING WITHHELD.

IF FEDERAL INCOME TAXES HAVE BEEN WITHHELD FROM THE PENSION PAYMENTS YOU ARE RECEIVING AND IF YOU DO NOT WISH TO HAVE TAXES WITHHELD, YOU SHOULD COMPLETE AN IRS FORM W-4P AND SUBMIT IT TO YOUR ACCOUNT RELATIONSHIP MANAGER. HOWEVER, IF YOU ELECT NOT TO HAVE WITHHOLDING APPLY TO YOUR PENSION PAYMENTS, OR IF YOU DO NOT HAVE ENOUGH FEDERAL INCOME TAX WITHHELD FROM YOUR PENSION PAYMENTS, YOU MAY BE RESPONSIBLE FOR PAYMENT OF ESTIMATED TAX. YOU MAY INCUR PENALTIES UNDER THE ESTIMATED TAX RULES IF YOUR WITHHOLDING AND ESTIMATED TAX PAYMENTS ARE NOT SUFFICIENT.

IF FEDERAL INCOME TAXES ARE NOT BEING WITHHELD FROM YOUR PENSION PAYMENTS BECAUSE YOU HAVE ELECTED NOT TO HAVE WITHHOLDING APPLY AND IF YOU WISH TO REVOKE THAT ELECTION AND HAVE FEDERAL INCOME TAXES WITHHELD FROM YOUR PENSION PAYMENTS, YOU SHOULD COMPLETE AN IRS FORM W-4P AND SUBMIT TO YOUR RELATIONSHIP MANAGER.THESE FORMS MAY BE OBTAINED FROM THE INTERNAL REVENUE SERVICE WEBSITE, IRS.GOV (SELECT THE MORE FORMS AND PUBLICATIONS TAB AND FOLLOW THE INSTRUCTIONS TO

continued on next page

Information (continued)

FORM W-4P), OR BY CALLING THE IRS AT 1-800-829-1040. YOU MAY ALSO CONTACT YOUR ACCOUNT RELATIONSHIP MANAGER AND THEY WILL MAIL YOU THE FORM.
IF YOU WISH TO CHANGE PREVIOUS ELECTION, PLEASE COMPLETE AND MAIL TO YOUR ACCOUNT RELATIONSHIP MANAGER. YOU SHOULD INDICATE ON FORM W-4P YOUR NAME, SOCIAL SECURITY NUMBER AND THE COMPANY FROM WHICH YOU ARE RETIRED, AS WELL AS YOUR WITHHOLDING ELECTION.

NOTICE OF LIMITATIONS PERIOD FOR BREACH OF TRUST ACTIONS

THIS NOTICE, AS WELL AS ANY EARLIER OR OTHER COMMUNICATION CONTAINING SUCH INFORMATION, SERVES TO ALERT PERSONS OR ENTITIES WITH AN INTEREST IN THIS ACCOUNT THAT (i) IN MANY STATES, INCLUDING THOSE LISTED BELOW, STATUTES OF LIMITATIONS PROVIDE THAT A BENEFICIARY OF A TRUST MAY NOT COMMENCE A PROCEEDING AGAINST A TRUSTEE FOR BREACH OF TRUST MORE THAN A CERTAIN PERIOD AFTER THE DATE THAT THE BENEFICIARY OR REPRESENTATIVE OF THE BENEFICIARY WAS SENT A REPORT* DISCLOSING ADEQUATE INFORMATION TO ALERT THE BENEFICIARY OR REPRESENTATIVE OF THE EXISTENCE OF A POTENTIAL CLAIM FOR BREACH OF TRUST; (ii) THIS STATEMENT IS A REPORT WITHIN THE MEANING OF SUCH STATUTES AS TO ALL INFORMATION CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, THE COMPENSATION RECEIVED BY REGIONS BANK AND ITS AFFILIATES, INVESTMENTS MADE, HELD OR DISPOSED OF AND DISBURSEMENTS AND DISTRIBUTIONS MADE ON BEHALF OF THIS ACCOUNT; AND (iii) ANY PERSON OBJECTING TO ANY MATTER DISCLOSED IN THIS STATEMENT MAY BE REQUIRED BY SUCH STATUTES TO COMMENCE A PROCEEDING AGAINST REGIONS BANK WITHIN THE TIME ALLOWED BY LAW IN ORDER TO PRESERVE HIS, HER OR ITS RIGHTS TO BRING LEGAL ACTION RELATING TO SUCH OBJECTION.
AN ACTION FOR BREACH OF TRUST BASED ON MATTERS DISCLOSED IN A TRUST ACCOUNTING OR OTHER WRITTEN REPORT OF THE TRUSTEE MAY BE SUBJECT TO A SPECIFIC STATUTE OF LIMITATIONS FROM THE SENDING OR RECEIPT OF THE TRUST ACCOUNTING OR OTHER WRITTEN REPORT, BASED ON THE PARTICULARS OF THE STATE STATUTE. ALSO, IN CERTAIN STATES (MARKED BELOW WITH [*]), THE EFFECT OF TRIGGERING THE STATUTE OFLIMITATIONS MAY POSSIBLY APPLY ONLY TO A STATEMENT OR REPORT THAT IS FINAL OR AT THE TERMINATION OF THE TRUST OR BENEFICIARY RELATIONSHIP.
PLEASE NOTE THAT THE TIME ALLOWED FOR COMMENCING A PROCEEDING CONSISTS OF THE FOLLOWING PERIOD UNDER APPLICABLE STATE LAW: 6 MONTHS (FL); 1 YEAR (AR, MS, MO, SC, TN, IA, KY); 2 YEARS (AL, GA, LA); 3 YEARS (IL, IN*); 4 YEARS (TX); 5 YEARS (NC*).
ADDITIONALLY, ACCOUNTS FOR WHICH REGIONS SERVES AS AGENT FOR AN INDIVIDUAL OR ENTITY AS PRINCIPAL, WHETHER THE PRINCIPAL SERVES IN AN INDIVIDUAL OR FIDUCIARY CAPACITY, LIKEWISE ARE SUBJECT TO APPLICABLE STATUTES OF LIMITATION. THIS STATEMENT, AS WELL AS ANY EARLIER OR OTHER COMMUNICATION CONTAINING SUCH INFORMATION, IS NOTICE AS TO ALL INFORMATION CONTAINED HEREIN, AND THE PRINCIPAL MAY BE REQUIRED BY SUCH STATUTES TO COMMENCE A PROCEEDING AGAINST REGIONS BANK WITHIN THE TIME ALLOWED BY LAW IN ORDER TO PRESERVE HIS, HER OR ITS RIGHTS TO BRING LEGAL ACTION RELATING TO ANY MATTER DISCLOSED IN THIS STATEMENT.
THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT LEGAL ADVICE; PLEASE CONSULT YOUR ATTORNEY REGARDING ANY QUESTIONS ABOUT WHICH STATE LAW IS APPLICABLE AND ITS EFFECT.

Information (continued)

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WEB STATEMENT

STATEMENT OF ACCOUNT
FOR THE PERIOD 10/01/18 THROUGH 09/30/19

SUNTRUST BANK AS CUSTODIAN FOR THE
CITY OF COCOA POLICE OFFICERS'
RETIREMENT SYSTEM COMBI ACCOUNT
UNDER AGREEMENT 8/11/2010

ACCOUNT NUMBER: C100179

RELATIONSHIP MANAGER: LISA ALLEN
PHONE: 404-827-6724

ACCOUNT MANAGER: JANIDA GLOVER
PHONE: 404-724-3295

SUNTRUST

C O N S O L I D A T E D R E P O R T

COCOA, CITY POL DB COMBI

A C C O U N T I N G P E R I O D

OCTOBER 1, 2018 THRU SEPTEMBER 30, 2019

FOR THE FOLLOWING ACCOUNTS:

TRUST NUMBER		ACCOUNT NAME
A	C100179	SUNTRUST BANK AS CUSTODIAN FOR THE CITY OF COCOA POLICE OFFICERS' RETIREMENT SYSTEM COMBI ACCOUNT UNDER AGREEMENT 8/11/2010
B	7933907	SUNTRUST BANK AS CUSTODIAN FOR CITY OF COCOA POLICE OFFICERS RETIREMENT SYSTEM-CUSTODY U/D 03/01/2010
C	7942021	SUNTRUST BANK AS CUSTODIAN FOR CITY OF COCOA POLICE OFFICERS RETIREMENT SYSTEM-SSI INVESTMENT MANAGEMENT
D	7972682	SUNTRUST BANK AS CUSTODIAN FOR COCOA POLICE OFFICERS RETIREMENT SYSTEM

SUNTRUST

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COCOA, CITY POL DB COMBI
ACCOUNT: C100179

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WE CERTIFY THAT THE STATEMENT OF SALES, PURCHASES, AND OTHER TRANSACTIONS AND THE LIST OF SECURITIES, WHICH HAVE BEEN FURNISHED FOR THE FISCAL OR CALENDAR YEAR ENDED HEREIN, ARE COMPLETE AND ACCURATE TO THE BEST OF OUR KNOWLEDGE. WE FURTHER STATE THAT THIS INFORMATION HAS BEEN PRESENTED ON A CASH BASIS METHOD OF ACCOUNTING. ONLY DISBURSEMENTS AUTHORIZED IN WRITING, INCLUDING NOMINAL ADMINISTRATIVE EXPENSES, HAVE BEEN MADE FROM THE ACCOUNT. MARKET VALUES LISTED FOR ASSETS THAT ARE NOT PUBLICLY TRADED ARE THE MOST RECENT VALUES AVAILABLE FROM A READILY ACCESSIBLE SOURCE; SUCH VALUES MAY HAVE BEEN ESTABLISHED SOME TIME BEFORE THE STATED YEAR-END DATE BY A PERSON AFFILIATED WITH THE ASSET OR ITS MANAGER. THERE MAY BE ASSETS THAT ARE NOT REGISTERED IN OUR NAME THAT WE PROVIDE RECORDKEEPING BUT NOT SAFEKEEPING SERVICES FOR. ALL ITEMS REPORTED ON THIS STATEMENT ARE FOR CLIENT INFORMATION PURPOSES ONLY. THESE STATEMENTS ARE NOT TO BE USED FOR TAX REPORTING RELATED TO NON-PUBLICLY TRADED ASSETS. PLEASE REFER TO THE APPLICABLE SCHEDULE K-1 (FORM 1065, U.S. RETURN OF PARTNERSHIP INCOME) FOR SUCH NON-PUBLICLY TRADED ASSETS.

SUNTRUST BANK

BY:_____

MARY E. BENTON
SENIOR VICE PRESIDENT

MAJOR INVESTMENT CLASS	MARKET VALUE	PERCENT OF ACCOUNT	FEDERAL TAX COST	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET
PRINCIPAL PORTFOLIO						
STIF & MONEY MARKET FUNDS	706,485.18	3.33 %	706,485.18	0.00	1,171	1.97 %
CORPORATE OBLIGATIONS	2,232,385.13	10.53 %	2,161,297.56	71,087.57	4,079	1.41 %
EQUITY SECURITIES	3,086,656.02	14.56 %	1,306,686.08	1,779,969.94	0	1.50 %
PREFERRED SECURITIES	827,711.70	3.90 %	740,379.00	87,332.70	3,093	4.81 %
MUTUAL FUNDS	14,351,272.49	67.68 %	13,570,723.55	780,548.94	18,634	2.58 %
MISCELLANEOUS ASSETS	0.00	0.00 %	0.00	0.00	0	0.00 %
PRINCIPAL PORTFOLIO TOTAL	**21,204,510.52**	**100.00 %**	**18,485,571.37**	**2,718,939.15**	**26,977**	**2.37 %**
TOTAL ASSETS	**21,204,510.52**	**100.00 %**	**18,485,571.37**	**2,718,939.15**	**26,977**	**2.37 %**

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
PRINCIPAL PORTFOLIO						
STIF & MONEY MARKET FUNDS						
706,485.18	FEDERATED MONEY MKT OBLIGS TR TRSY OBLIGS INSTL CL #68 CUSIP: 60934N500	706,485.18 1.000 3.33 %	706,485.18 1.00	0.00	1,171	1.97 % 0.00 %
CORPORATE OBLIGATIONS						
14,000	ADVANCED MICRO DEVICES CONVERTIBLE DTD 09/14/2016 2.125% 09/01/2026 NON CALLABLE CUSIP: 007903BD8 MOODY'S RATING: N/A	52,165.82 372.613 0.25 %	35,533.33 253.81	16,632.49	25	0.57 % 0.00 %
6,000	AEROJET ROCKETDYNE HOLDINGS INC CONVERTIBLE DTD 12/15/2017 2.250% 12/15/2023 NON CALLABLE CUSIP: 007800AB1 MOODY'S RATING: B1	11,962.50 199.375 0.06 %	9,150.00 152.50	2,812.50	40	1.13 % 14.19-%
25,000	AIR TRANSPORT SERVICES CONVERTIBLE DTD 04/15/2018 1.125% 10/15/2024 NON CALLABLE CUSIP: 00922RAB1 MOODY'S RATING: N/A	23,292.25 93.169 0.11 %	23,872.31 95.49	580.06-	130	1.21 % 2.58 %

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
37,000	AKAMAI TECHNOLOGIES INC CONVERTIBLE DTD 05/21/2018 0.125% 05/01/2025 NON CALLABLE CUSIP: 00971TAJ0 MOODY'S RATING: N/A	42,350.94 114.462 0.20 %	38,942.50 105.25	3,408.44	63	0.11 % 2.29-%
30,000	ARES CAPITAL CORP CONVERTIBLE DTD 02/01/2018 3.750% 02/01/2022 NON CALLABLE CUSIP: 04010LAT0 MOODY'S RATING: N/A	31,002.60 103.342 0.15 %	30,000.00 100.00	1,002.60	188	3.63 % 2.27 %
22,000	ATLAS AIR WORLDWIDE HLDG CONVERTIBLE DTD 06/03/2015 2.250% 06/01/2022 NON CALLABLE CUSIP: 049164BH8 MOODY'S RATING: N/A	19,453.50 88.425 0.09 %	25,615.41 116.43	6,161.91-	165	2.54 % 7.08 %
21,000	ATLASSIAN INC CONVERTIBLE DTD 05/01/2019 0.625% 05/01/2023 NON CALLABLE CUSIP: 04947PAB8 MOODY'S RATING: N/A	34,486.20 164.220 0.16 %	34,282.50 163.25	203.70	55	0.38 % 12.89-%
26,000	BIOMARIN PHARMACEUTICAL CONVERTIBLE DTD 08/11/2017 0.599% 08/01/2024 NON CALLABLE CUSIP: 09061GAH4 MOODY'S RATING: N/A	25,558.00 98.300 0.12 %	27,007.50 103.87	1,449.50-	26	0.61 % 0.96 %

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
32,000	BLACKSTONE MORTGAGE TR CONVERTIBLE DTD 05/05/2017 4.375% 05/05/2022 NON CALLABLE CUSIP: 09257WAB6 MOODY'S RATING: N/A	33,320.00 104.125 0.16 %	32,365.00 101.14	955.00	583	4.20 % 2.72 %
18,000	CAESARS ENTERTAINMENT CORP CONVERTIBLE DTD 09/15/2017 5.000% 10/01/2024 NON CALLABLE CUSIP: 127686AA1 MOODY'S RATING: N/A	30,569.22 169.829 0.14 %	31,378.71 174.33	809.49-	450	2.94 % 6.56-%
9,000	CHEGG INC CONVERTIBLE DTD 04/03/2018 0.250% 05/15/2023 NON CALLABLE CUSIP: 163092AB5 MOODY'S RATING: N/A	11,510.82 127.898 0.05 %	13,988.80 155.43	2,477.98-	9	0.20 % 6.46-%
35,000	CHENIERE ENERGY INC CONVERTIBLE DTD 03/09/2015 4.250% 03/15/2045 CALLABLE CUSIP: 16411RAG4 MOODY'S RATING: N/A	26,993.75 77.125 0.13 %	25,559.32 73.03	1,434.43	66	5.51 % 6.02 %
8,000	CLEVELAND-CLIFFS INC CONVERTIBLE DTD 12/19/2017 1.500% 01/15/2025 NON CALLABLE CUSIP: 185899AA9 MOODY'S RATING: N/A	8,672.32 108.404 0.04 %	12,134.31 151.68	3,461.99-	25	1.38 % 0.08-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
23,000	COLONY STARWOOD HOMES CONVERTIBLE DTD 01/15/2018 3.500% 01/15/2022 NON CALLABLE CUSIP: 19625XAB8 MOODY'S RATING: N/A	30,551.13 132.831 0.14 %	24,207.50 105.25	6,343.63	170	2.63 % 9.06-%
3,000	COUPA SOFTWARE INC CONVERTIBLE DTD 01/17/2018 0.375% 01/15/2023 NON CALLABLE CUSIP: 22266LAB2 MOODY'S RATING: N/A	8,740.50 291.350 0.04 %	10,110.00 337.00	1,369.50-	2	0.13 % 0.00 %
21,000	CREE INC CONVERTIBLE DTD 09/01/2019 0.875% 09/01/2023 NON CALLABLE CUSIP: 225447AB7 MOODY'S RATING: N/A	22,995.84 109.504 0.11 %	23,257.50 110.75	261.66-	15	0.80 % 1.47-%
20,000	CSG SYSTEMS INTERNATIONAL CONVERTIBLE DTD 03/15/2017 4.250% 03/15/2036 CALLABLE CUSIP: 126349AF6 MOODY'S RATING: N/A	22,609.60 113.048 0.11 %	22,656.20 113.28	46.60-	38	3.76 % 3.22 %
14,000	DEXCOM INC CONVERTIBLE DTD 05/15/2018 0.750% 05/15/2022 NON CALLABLE CUSIP: 252131AF4 MOODY'S RATING: N/A	22,222.20 158.730 0.10 %	16,855.16 120.39	5,367.04	40	0.47 % 16.27-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
65,000	DISH NETWORK CORP CONVERTIBLE DTD 02/15/2017 3.375% 08/15/2026 NON CALLABLE CUSIP: 25470MAB5 MOODY'S RATING: BA3	59,553.65 91.621 0.28 %	58,132.46 89.43	1,421.19	280	3.68 % 4.82 %
13,000	ENVESTNET INC CONVERTIBLE DTD 06/01/2019 1.750% 06/01/2023 NON CALLABLE CUSIP: 29404KAB2 MOODY'S RATING: N/A	14,007.50 107.750 0.07 %	15,502.50 119.25	1,495.00-	76	1.63 % 0.35-%
39,000	EXACT SCIENCES CORP CONVERTIBLE DTD 03/08/2019 0.375% 03/15/2027 NON CALLABLE CUSIP: 30063PAB1 MOODY'S RATING: N/A	42,073.20 107.880 0.20 %	40,485.90 103.81	1,587.30	7	0.35 % 0.65-%
13,000	FTI CONSULTING INC CONVERTIBLE DTD 08/15/2019 2.000% 08/15/2023 NON CALLABLE CUSIP: 302941AP4 MOODY'S RATING: N/A	15,822.43 121.711 0.07 %	15,821.00 121.70	1.43	33	1.64 % 3.22-%
18,000	GUIDEWIRE SOFTWARE INC CONVERTIBLE DTD 03/13/2018 1.250% 03/15/2025 NON CALLABLE CUSIP: 40171VAA8 MOODY'S RATING: N/A	20,611.26 114.507 0.10 %	18,398.18 102.21	2,213.08	10	1.09 % 1.31-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
27,000	HELIX ENERGY SOLUTIONS CONVERTIBLE DTD 03/20/2018 4.125% 09/15/2023 NON CALLABLE CUSIP: 42330PAJ6 MOODY'S RATING: N/A	31,483.62 116.606 0.15 %	31,516.07 116.73	32.45-	50	3.54 % 0.06-%
29,000	HERBALIFE LTD CONVERTIBLE DTD 03/23/2018 2.625% 03/15/2024 NON CALLABLE CUSIP: 42703MAD5	27,050.91 93.279 0.13 %	31,338.12 108.06	4,287.21-	34	2.81 % 4.30 %
22,000	HORIZON PHARMA INV LTD CONVERTIBLE DTD 03/15/2016 2.500% 03/15/2022 NON CALLABLE CUSIP: 44052TAB7	25,606.68 116.394 0.12 %	23,223.57 105.56	2,383.11	24	2.15 % 3.80-%
9,000	HUBSPOT INC CONVERTIBLE DTD 12/01/2017 0.250% 06/01/2022 NON CALLABLE CUSIP: 443573AB6 MOODY'S RATING: N/A	15,057.90 167.310 0.07 %	12,316.50 136.85	2,741.40	8	0.15 % 18.19-%
17,000	II-VI INC CONVERTIBLE DTD 09/01/2018 0.250% 09/01/2022 NON CALLABLE CUSIP: 902104AB4 MOODY'S RATING: N/A	17,546.55 103.215 0.08 %	19,762.02 116.25	2,215.47-	4	0.25 % 0.84-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
12,000	ILLUMINA INC CONVERTIBLE DTD 12/15/2014 0.500% 06/15/2021 NON CALLABLE CUSIP: 452327AH2 MOODY'S RATING: N/A	15,899.16 132.493 0.07 %	13,823.52 115.20	2,075.64	18	0.38 % 15.39-%
14,000	INPHI CORP CONVERTIBLE DTD 09/01/2016 0.750% 09/01/2021 NON CALLABLE CUSIP: 45772FAC1 MOODY'S RATING: N/A	17,373.72 124.098 0.08 %	15,146.24 108.19	2,227.48	9	0.60 % 10.28-%
15,000	INSMED INC CONVERTIBLE DTD 01/26/2018 1.750% 01/15/2025 NON CALLABLE CUSIP: 457669AA7 MOODY'S RATING: N/A	12,502.95 83.353 0.06 %	15,600.68 104.00	3,097.73-	55	2.10 % 5.41 %
23,000	INSULET CORP CONVERTIBLE DTD 05/15/2019 1.375% 11/15/2024 CALLABLE CUSIP: 45784PAH4 MOODY'S RATING: N/A	42,255.60 183.720 0.20 %	29,578.00 128.60	12,677.60	119	0.75 % 10.53-%
18,000	INTERCEPT PHARMACEUTICALS INC CONVERTIBLE DTD 05/14/2019 2.000% 05/15/2026 NON CALLABLE CUSIP: 45845PAB4 MOODY'S RATING: N/A	16,177.50 89.875 0.08 %	18,570.86 103.17	2,393.36-	137	2.23 % 3.74 %

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
21,000	ISIS PHARMACEUTICALS INC CONVERTIBLE DTD 11/17/2014 1.000% 11/15/2021 NON CALLABLE CUSIP: 464337AJ3 MOODY'S RATING: N/A	23,949.87 114.047 0.11 %	22,600.36 107.62	1,349.51	79	0.88 % 5.17-%
24,000	JAZZ INVTS I LTD CONVERTIBLE DTD 02/15/2015 1.875% 08/15/2021 NON CALLABLE CUSIP: 472145AB7	24,017.28 100.072 0.11 %	26,815.02 111.73	2,797.74-	58	1.87 % 1.84 %
25,000	KAMAN CORP CONVERTIBLE DTD 05/01/2018 3.250% 05/01/2024 NON CALLABLE CUSIP: 483548AF0 MOODY'S RATING: N/A	28,520.00 114.080 0.13 %	30,875.00 123.50	2,355.00-	339	2.85 % 0.17 %
16,000	LIBERTY MEDIA CORP CONVERTIBLE DTD 01/30/2018 1.000% 01/30/2023 NON CALLABLE CUSIP: 531229AF9 MOODY'S RATING: N/A	20,037.28 125.233 0.09 %	19,788.05 123.68	249.23	27	0.80 % 5.76-%
25,000	LIBERTY MEDIA CORP CONVERTIBLE DTD 10/15/2014 1.375% 10/15/2023 NON CALLABLE CUSIP: 531229AB8 MOODY'S RATING: N/A	29,865.00 119.460 0.14 %	25,111.25 100.44	4,753.75	159	1.15 % 3.11-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
24,000	LIVE NATION ENTERTAINMENT INC CONVERTIBLE DTD 03/20/2018 2.500% 03/15/2023 NON CALLABLE CUSIP: 538034AQ2 MOODY'S RATING: N/A	28,137.60 117.240 0.13 %	27,507.94 114.62	629.66	27	2.13 % 2.26-%
15,000	LUTHENTUM HOLDINGS INC CONVERTIBLE DTD 03/15/2018 0.250% 03/15/2024 NON CALLABLE CUSIP: 55024UAB5 MOODY'S RATING: N/A	17,362.65 115.751 0.08 %	15,745.92 104.97	1,616.73	2	0.22 % 3.02-%
27,000	MEDICINES COMPANY CONVERTIBLE DTD 01/15/2017 2.750% 07/15/2023 NON CALLABLE CUSIP: 584688AG0 MOODY'S RATING: N/A	32,535.00 120.500 0.15 %	32,011.88 118.56	523.12	157	2.28 % 2.38-%
22,000	MERITOR INC CONVERTIBLE DTD 04/15/2018 3.250% 10/15/2037 CALLABLE CUSIP: 59001KAF7 MOODY'S RATING: N/A	21,528.10 97.855 0.10 %	22,869.00 103.95	1,340.90-	330	3.32 % 3.41 %
35,000	MICROCHIP TECHNOLOGY INC CONVERTIBLE DTD 02/15/2016 1.625% 02/15/2025 NON CALLABLE CUSIP: 595017AD6 MOODY'S RATING: N/A	66,297.35 189.421 0.31 %	44,644.04 127.55	21,653.31	73	0.86 % 10.38-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
61,000	MICROCHIP TECHNOLOGY INC CONVERTIBLE DTD 02/15/2018 1.625% 02/15/2027 NON CALLABLE CUSIP: 595017AF1 MOODY'S RATING: N/A	78,525.91 128.731 0.37 %	76,413.21 125.27	2,112.70	127	1.26 % 1.97-%
4,000	MICRON TECHNOLOGY INC CONVERTIBLE DTD 02/12/2013 2.125% 02/15/2033 CALLABLE CUSIP: 595112AV5 MOODY'S RATING: N/A	15,633.48 390.837 0.07 %	7,082.09 177.05	8,551.39	11	0.54 % 0.00 %
4,000	MONGODB INC CONVERTIBLE DTD 06/15/2019 0.750% 06/15/2024 NON CALLABLE CUSIP: 60937PAB2 MOODY'S RATING: N/A	7,514.56 187.864 0.04 %	9,650.23 241.26	2,135.67-	9	0.40 % 12.42-%
17,000	NEUROCRINE BIOSCIENCES CONVERTIBLE DTD 11/15/2017 2.250% 05/15/2024 NON CALLABLE CUSIP: 64125CAD1 MOODY'S RATING: N/A	23,276.57 136.921 0.11 %	22,338.73 131.40	937.84	145	1.65 % 4.79-%
5,000	NOVELLUS SYSTEMS INC CONVERTIBLE DTD 05/10/2011 2.625% 05/15/2041 NON CALLABLE CUSIP: 670008AD3 MOODY'S RATING: N/A	35,729.25 714.585 0.17 %	13,714.68 274.29	22,014.57	50	0.37 % 0.00 %

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
29,000	NUANCE COMMUNICATIONS INC CONVERTIBLE DTD 10/01/2017 1.250% 04/01/2025 NON CALLABLE CUSIP: 67020YAN0 MOODY'S RATING: N/A	28,420.00 98.000 0.13 %	28,723.80 99.05	303.80-	181	1.28 % 1.63 %
12,000	NUTANIX INC CONVERTIBLE DTD 01/15/2019 ZERO CPN 01/15/2023 NON CALLABLE CUSIP: 67059NAB4 MOODY'S RATING: N/A	15,075.00 93.313 0.07 %	15,075.00 125.62	0.00	555-	0.00 % 2.11 %
21,000	NUVASIVE INC CONVERTIBLE DTD 03/15/2017 2.250% 03/15/2021 NON CALLABLE CUSIP: 670704AG0 MOODY'S RATING: N/A	24,806.25 118.125 0.12 %	27,629.10 131.57	2,822.85-	21	1.91 % 9.09-%
16,000	OIL STS INTL INC CONVERTIBLE DTD 02/15/2019 1.500% 02/15/2023 NON CALLABLE CUSIP: 678026AH8 MOODY'S RATING: N/A	13,368.00 83.550 0.06 %	14,680.00 91.75	1,312.00-	31	1.80 % 7.06 %
28,000	ON SEMICONDUCTOR CORPORTION CONVERTIBLE DTD 06/01/2016 1.000% 12/01/2020 NON CALLABLE CUSIP: 682189AK1 MOODY'S RATING: N/A	32,683.56 116.727 0.15 %	31,215.76 111.48	1,467.80	93	0.86 % 11.90-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
16,000	OSI SYSTEMS INC CONVERTIBLE DTD 03/01/2018 1.250% 09/01/2022 NON CALLABLE CUSIP: 671044AD7 MOODY'S RATING: N/A	17,896.80 111.855 0.08 %	18,376.50 114.85	479.70-	17	1.12 % 2.63-%
19,000	PACIRA PHARMACEUTICALS INC CONVERTIBLE DTD 10/01/2017 2.375% 04/01/2022 CALLABLE CUSIP: 695127AD2 MOODY'S RATING: N/A	18,685.93 98.347 0.09 %	20,456.76 107.67	1,770.83-	226	2.41 % 3.07 %
45,000	PALO ALTO NETWORKS INC CONVERTIBLE DTD 07/01/2019 0.750% 07/01/2023 NON CALLABLE CUSIP: 697435AD7 MOODY'S RATING: N/A	47,319.30 105.154 0.22 %	48,375.00 107.50	1,055.70-	84	0.71 % 0.61-%
15,000	PDC ENERGY INC CONVERTIBLE DTD 09/14/2016 1.125% 09/15/2021 NON CALLABLE CUSIP: 69327RAD3 MOODY'S RATING: B1	13,823.85 92.159 0.07 %	15,575.60 103.84	1,751.75-	8	1.22 % 5.40 %
13,000	PERFICIENT INC CONVERTIBLE DTD 09/11/2018 2.375% 09/15/2023 NON CALLABLE CUSIP: 71375UAB7 MOODY'S RATING: N/A	15,512.77 119.329 0.07 %	15,387.70 118.37	125.07	326	1.99 % 2.26-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
19,000	PRICELINE GROUP INC CONVERTIBLE DTD 06/04/2013 0.350% 06/15/2020 NON CALLABLE CUSIP: 741503AS5 MOODY'S RATING: N/A	28,398.92 149.468 0.13 %	22,963.49 120.86	5,435.43	20	0.24 % 49.15-%
40,000	PRICELINE GROUP INC CONVERTIBLE DTD 03/15/2015 0.900% 09/15/2021 NON CALLABLE CUSIP: 741503AX4 MOODY'S RATING: N/A	46,380.80 115.952 0.22 %	47,111.39 117.78	730.59-	16	0.78 % 6.60-%
12,000	Q2 HOLDINGS INC CONVERTIBLE DTD 02/15/2019 0.750% 02/15/2023 NON CALLABLE CUSIP: 74736LAB5 MOODY'S RATING: N/A	17,572.56 146.438 0.08 %	15,378.00 128.15	2,194.56	12	0.51 % 10.38-%
17,000	RADIUS HEALTH INC CONVERTIBLE DTD 08/14/2017 3.000% 09/01/2024 NON CALLABLE CUSIP: 750469AA6 MOODY'S RATING: N/A	15,454.70 90.910 0.07 %	16,228.25 95.46	773.55-	43	3.30 % 5.11 %
23,000	REDFIN CORP CONVERTIBLE DTD 07/23/2018 1.750% 07/15/2023 NON CALLABLE CUSIP: 75737FAA6 MOODY'S RATING: N/A	21,097.21 91.727 0.10 %	23,650.00 102.83	2,552.79-	85	1.91 % 4.13 %

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
16,000	REPLIGEN CORP CONVERTIBLE DTD 07/19/2019 0.375% 07/15/2024 NON CALLABLE CUSIP: 759916AB5 MOODY'S RATING: N/A	15,820.00 98.875 0.07 %	16,490.00 103.06	670.00-	12	0.38 % 0.61 %
19,000	RH CONVERTIBLE DTD 06/18/2018 ZERO CPN 06/15/2023 NON CALLABLE CUSIP: 74967XAA1 MOODY'S RATING: N/A	20,377.50 108.219 0.10 %	20,377.50 107.25	0.00	19-	0.00 % 2.12-%
11,000	RINGCENTRAL INC CONVERTIBLE DTD 03/07/2019 ZERO CPN 03/15/2023 NON CALLABLE CUSIP: 76680RAD9 MOODY'S RATING: N/A	15,537.50 161.229 0.07 %	15,537.50 141.25	0.00	670-	0.00 % 13.35-%
17,000	RTI INTERNATIONAL METALS CONVERTIBLE DTD 04/17/2013 1.625% 10/15/2019 NON CALLABLE CUSIP: 74973WAB3 MOODY'S RATING: N/A	16,972.46 99.838 0.08 %	18,570.70 109.24	1,598.24-	127	1.63 % 5.48 %
10,000	SAREPTA THERAPEUTICS INC CONVERTIBLE DTD 11/14/2017 1.500% 11/15/2024 NON CALLABLE CUSIP: 803607AB6 MOODY'S RATING: N/A	13,211.60 132.116 0.06 %	18,425.00 184.25	5,213.40-	57	1.14 % 4.07-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
23,000	SERVICENOW INC CONVERTIBLE DTD 06/22/2018 ZERO CPN 06/01/2022 NON CALLABLE CUSIP: 81762PAC6 MOODY'S RATING: N/A	31,146.44 191.397 0.15 %	31,146.44 135.42	0.00	2,865-	0.00 % 22.90-%
22,000	SILICON LABORATORIES INC CONVERTIBLE DTD 03/01/2018 1.375% 03/01/2022 NON CALLABLE CUSIP: 826919AB8 MOODY'S RATING: N/A	28,615.84 130.072 0.13 %	26,565.00 120.75	2,050.84	25	1.06 % 9.40-%
37,000	SPLUNK INC CONVERTIBLE DTD 09/19/2018 1.125% 09/15/2025 NON CALLABLE CUSIP: 848637AD6 MOODY'S RATING: N/A	40,445.81 109.313 0.19 %	41,243.90 111.47	798.09-	430	1.03 % 0.42-%
34,000	SQUARE INC CONVERTIBLE DTD 05/15/2018 0.500% 05/15/2023 NON CALLABLE CUSIP: 852234AD5 MOODY'S RATING: N/A	37,803.92 111.188 0.18 %	40,170.50 118.15	2,366.58-	234	0.45 % 2.43-%
11,000	TELADOC HEALTH INC CONVERTIBLE DTD 05/08/2018 1.375% 05/15/2025 NON CALLABLE CUSIP: 87918AAC9 MOODY'S RATING: N/A	16,275.93 147.963 0.08 %	14,767.50 134.25	1,508.43	57	0.93 % 5.73-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
10,000	TERADYNE INC CONVERTIBLE DTD 12/15/2017 1.250% 12/15/2023 NON CALLABLE CUSIP: 880770AG7 MOODY'S RATING: N/A	19,013.00 190.130 0.09 %	15,939.49 159.39	3,073.51	37	0.66 % 13.81-%
21,000	TESLA INC CONVERTIBLE DTD 05/07/2019 2.000% 05/15/2024 NON CALLABLE CUSIP: 88160RAG6 MOODY'S RATING: N/A	21,329.28 101.568 0.10 %	21,360.00 101.71	30.72-	168	1.97 % 1.65 %
32,000	TESLA INC CONVERTIBLE DTD 03/22/2017 2.375% 03/15/2022 NON CALLABLE CUSIP: 88160RAD3 MOODY'S RATING: N/A	32,454.08 101.419 0.15 %	40,815.70 127.55	8,361.62-	34	2.34 % 1.78 %
16,000	TRANSOCEAN INC CONVERTIBLE DTD 01/30/2018 0.500% 01/30/2023 NON CALLABLE CUSIP: 893830BJ7	13,090.08 81.813 0.06 %	22,370.77 139.82	9,280.69-	14	0.61 % 6.68 %
7,000	TWILIO INC CONVERTIBLE DTD 12/01/2018 0.250% 06/01/2023 NON CALLABLE CUSIP: 90138FAB8 MOODY'S RATING: N/A	11,681.39 166.877 0.06 %	13,308.75 190.12	1,627.36-	6	0.15 % 13.29-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
44,000	TWITTER INC CONVERTIBLE DTD 06/15/2019 0.250% 06/15/2024 NON CALLABLE CUSIP: 90184LAF9 MOODY'S RATING: N/A	46,568.28 105.837 0.22 %	46,850.00 106.48	281.72-	32	0.24 % 0.96-%
19,000	TWO HARBORS INV CORP CONVERTIBLE DTD 01/19/2017 6.250% 01/15/2022 NON CALLABLE CUSIP: 90187BAA9 MOODY'S RATING: N/A	19,519.84 102.736 0.09 %	20,364.28 107.18	844.44-	251	6.09 % 4.97 %
23,000	VERINT SYSTEMS INC CONVERTIBLE DTD 06/18/2014 1.500% 06/01/2021 NON CALLABLE CUSIP: 92343XAA8 MOODY'S RATING: N/A	23,125.35 100.545 0.11 %	24,210.86 105.26	1,085.51-	115	1.49 % 1.17 %
21,000	VIAVI SOLUTIONS INC CONVERTIBLE DTD 03/01/2018 1.000% 03/01/2024 NON CALLABLE CUSIP: 925550AB1 MOODY'S RATING: N/A	25,777.50 122.750 0.12 %	22,439.87 106.86	3,337.63	18	0.81 % 3.69-%
13,000	WAYFAIR INC CONVERTIBLE DTD 09/15/2017 0.375% 09/01/2022 NON CALLABLE CUSIP: 94419LAB7 MOODY'S RATING: N/A	16,063.19 123.563 0.08 %	15,165.94 116.66	897.25	4	0.31 % 6.79-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
5,000	WELLPOINT INC CONVERTIBLE DTD 10/09/2012 2.750% 10/15/2042 NON CALLABLE NAME CHGD TO ANTHEM INC EFF 12/03/14 CUSIP: 94973VBG1 MOODY'S RATING: N/A	16,725.70 334.514 0.08 %	7,532.26 150.65	9,193.44	63	0.83 % 0.00 %
37,000	WORKDAY INC CONVERTIBLE DTD 04/01/2018 0.250% 10/01/2022 NON CALLABLE CUSIP: 98138HAF8 MOODY'S RATING: N/A	48,502.56 131.088 0.23 %	42,933.95 116.04	5,568.61	46	0.19 % 8.60-%
4,000	WORLD WRESTLING ENTERTAINMENT INC CONVERTIBLE DTD 12/15/2018 3.375% 12/15/2023 NON CALLABLE CUSIP: 98156QAB4 MOODY'S RATING: N/A	11,837.48 295.937 0.06 %	14,155.42 353.89	2,317.94-	40	1.14 % 0.00 %
34,000	WRIGHT MEDICAL GROUP INC CONVERTIBLE DTD 06/15/2018 1.625% 06/15/2023 NON CALLABLE CUSIP: 98235TAG2 MOODY'S RATING: N/A	32,418.66 95.349 0.15 %	37,509.31 110.32	5,090.65-	715	1.71 % 2.96 %
13,000	ZENDESK INC CONVERTIBLE DTD 03/15/2019 0.250% 03/15/2023 NON CALLABLE CUSIP: 98936JAB7 MOODY'S RATING: N/A	17,166.37 132.049 0.08 %	18,921.50 145.55	1,755.13-	1	0.19 % 7.67-%

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
TOTAL CORPORATE OBLIGATIONS		**2,232,385.13**	**2,161,297.56**	**71,087.57**	**4,079**	**1.41 %**
EQUITY SECURITIES						
MUTUAL FUNDS-EQUITY						
15,974	ISHARES CORE S&P MID-CAP ETF CUSIP: 464287507	3,086,656.02 193.230 14.56 %	1,306,686.08 81.80	1,779,969.94	0	1.50 % 0.00 %
PREFERRED SECURITIES						
HEALTH CARE						
430	AVANTOR INC 6.250% CONVERTIBLE PREFERRED SERIES A CUSIP: 05352A209	23,086.70 53.690 0.11 %	23,793.94 55.33	707.24-	0	5.82 % 0.00 %
300	CHANGE HEALTHCARE INC 6.000% CONVERTIBLE PREFERRED DUE 06/30/2022 CUSIP: 15912K209	14,316.00 47.720 0.07 %	15,917.39 53.06	1,601.39-	0	1.56 % 0.00 %
TOTAL HEALTH CARE		**37,402.70**	**39,711.33**	**2,308.63-**	**0**	**4.19 %**

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
FINANCIALS						
40	CROWN CASTLE INTL CORP 6.875% CONV PFD REAL ESTATE INVT TRUST CUSIP: 22822V309	50,486.80 1,262.170 0.24 %	42,343.79 1,058.59	8,143.01	0	5.45 % 0.00 %
INFORMATION TECHNOLOGY						
17	BROADCOM INC 8.000% CONVERTIBLE PFD SER A DUE 09/30/2022 CUSIP: 11135F200	17,431.56 1,025.386 0.08 %	17,033.00 1,001.94	398.56	0	5.85 % 0.00 %
UTILITIES						
340	AQUA AMERICA INC 6.000% CONVERTIBLE PREFERRED DUE 04/30/2022 CUSIP: 03836W202	20,604.00 60.600 0.10 %	17,599.85 51.76	3,004.15	0	5.14 % 0.00 %
280	DOMINION ENERGY INC 7.250% CONVERTIBLE PFD SER A DUE 06/01/2022 CUSIP: 25746U133	29,610.00 105.750 0.14 %	28,668.88 102.39	941.12	0	1.72 % 0.00 %
635	NEXTERA ENERGY INC 4.872% CONVERTIBLE PFD SER J DUE 09/01/2022 CUSIP: 65339F796	31,838.90 50.140 0.15 %	31,264.94 49.24	573.96	0	4.43 % 0.00 %
670	SOUTHERN CO 6.750% CONVERTIBLE PREFERRED SERIES 19 CUSIP: 842587602	35,851.70 53.510 0.17 %	34,282.21 51.17	1,569.49	0	5.26 % 0.00 %
TOTAL UTILITIES		**117,904.60**	**111,815.88**	**6,088.72**	**0**	**4.12 %**

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
PREFERREDS						
470	AMERICAN ELECTRIC POWER 6.125% PREFERRED DUE 03/15/2022 CUSIP: 025537127	25,887.60 55.080 0.12 %	23,733.75 50.50	2,153.85	0	5.44 % 0.00 %
180	AMG CAPITAL TRUST II 5.150% CONVERTIBLE PREFERRED DUE 10/15/2037 CUSIP: 00170F209	8,393.33 46.630 0.04 %	10,872.00 60.40	2,478.67-	116	5.53 % 0.00 %
195	ASSURANT INC 6.500% CONVERTIBLE PREFERRED DUE 03/15/2021 CUSIP: 04621X207	24,378.90 125.020 0.11 %	22,336.28 114.55	2,042.62	0	5.20 % 0.00 %
980	BECTON DICKINSON & CO PFD 6.125% SER A CONV INTO BDX DUE 05/01/2020 CALLABLE CUSIP: 075887208	60,671.80 61.910 0.29 %	52,755.55 53.83	7,916.25	0	4.95 % 0.00 %
68	BANK OF AMERICA CORP 7.250% CONVERTIBLE PREFERRED SER L CUSIP: 060505682	101,946.28 1,499.210 0.48 %	74,555.54 1,096.40	27,390.74	1,233	4.84 % 0.00 %
145	BUNGE LIMITED 4.875% CONVERTIBLE PREFERRED CUSIP: G16962204	14,736.35 101.630 0.07 %	15,032.73 103.67	296.38-	0	4.80 % 0.00 %
355	CENTERPOINT ENERGY INC CONV PFD MULTI-STEP DUE 09/15/2029 CALLABLE CONV TO BASKET .CVBCN01 0.7185 T + 0.061382 CHTR CUSIP: 15189T206	19,170.00 54.000 0.09 %	15,904.00 44.80	3,266.00	0	0.00 % 0.00 %

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
470	CENTERPOINT ENERGY INC 7.000% PFD SER B CONV INTO CNP DUE 09/01/2021 CUSIP: 15189T503	24,562.20 52.260 0.12 %	24,120.73 51.32	441.47	0	6.70 % 0.00 %
53	DANAHER CORP 4.750% CONVERTIBLE PREFERRED SERIES A CALLABLE CUSIP: 235851300	60,422.65 1,140.050 0.28 %	53,581.67 1,010.97	6,840.98	629	4.17 % 0.00 %
37	FORTIVE CORP 5.000% CONVERTIBLE PREFERRED DUE 07/01/2021 CUSIP: 34959J207	33,378.81 902.130 0.16 %	37,185.18 1,005.00	3,806.37-	463	5.54 % 0.00 %
340	INTL FLAVOR & FRAGRANCES 6.000% CONVERTIBLE PREFERRED DUE 09/15/2021 CUSIP: 459506309	15,993.60 47.040 0.08 %	17,889.42 52.62	1,895.82-	0	6.38 % 0.00 %
255	REXNORD CORP 5.750% CONVERTIBLE PFD SER A DUE 11/15/2019 CUSIP: 76169B201	13,974.00 54.800 0.07 %	15,029.03 58.94	1,055.03-	0	5.25 % 0.00 %
435	SEMPRA ENERGY 6.000% PFD SER A CONV INTO SRE DUE 01/15/2021 CUSIP: 816851406	51,417.00 118.200 0.24 %	44,746.57 102.87	6,670.43	653	5.08 % 0.00 %
155	STANLEY BLACK & DECKER INC 5.375% CONVERTIBLE PREFERRED DUE 05/15/2020 CUSIP: 854502887	15,574.40 100.480 0.07 %	17,319.19 111.74	1,744.79-	0	5.35 % 0.00 %
88	WELLS FARGO & COMPANY 7.500% CONVERTIBLE PREFERRED SERIES L CUSIP: 949746804	133,979.12 1,522.490 0.63 %	104,413.36 1,186.52	29,565.76	0	4.93 % 0.00 %
TOTAL PREFERREDS		**604,486.04**	**529,475.00**	**75,011.04**	**3,093**	**4.89 %**

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
TOTAL PREFERRED SECURITIES		**827,711.70**	**740,379.00**	**87,332.70**	**3,093**	**4.81 %**
MUTUAL FUNDS						
85,909.585	AMERICAN EUROPACIFIC GROWTH FUND CUSIP: 298706821	4,465,580.23 51.980 21.06 %	3,606,820.07 41.98	858,760.16	0	1.60 % 0.00 %
36,781.779	LAZARD GLOBAL LISTED INFRASTRUCTURE PORTFOLIO CUSIP: 52106N459	564,968.13 15.360 2.66 %	579,351.23 15.75	14,383.10-	0	7.09 % 0.00 %
390,576.719	VANGUARD INTERMEDIATE-TERM CORPORATE FUND CUSIP: 922031810	3,929,201.79 10.060 18.53 %	3,813,878.97 9.76	115,322.82	9,935	3.22 % 0.00 %
325,362.472	VANGUARD INTERMEDIATE TERM BOND INDEX FUND CUSIP: 921937801	3,871,813.42 11.900 18.26 %	3,716,812.93 11.42	155,000.49	8,699	2.69 % 0.00 %
150,317.401	VIRTUS CEREDEX SMALL CAP VALUE EQUITY FUND CL I CUSIP: 92837F417	1,519,708.92 10.110 7.17 %	1,853,860.35 12.33	334,151.43-	0	1.84 % 0.00 %
TOTAL MUTUAL FUNDS		14,351,272.49	13,570,723.55	780,548.94	18,634	2.58 %

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
MISCELLANEOUS ASSETS						
1	CLASS ACTION PENDING CLIFFS NATURAL RESOURCES ON RCPT OF FINAL PMT CUSIP: 997001ZM7	0.00 0.000 0.00 %	0.00 0.00	0.00	0	0.00 % 0.00 %
1	COBALT INTERNATIONAL CLASS ACTION CLASS ACTION PENDING COBALT INTERNATIONAL CLASS ACTION ON RCPT OF FINAL PMT CUSIP: 997001664	0.00 0.000 0.00 %	0.00 0.00	0.00	0	0.00 % 0.00 %
1	CLASS ACTION PENDING METLIFE INC ON RCPT OF FINAL PMT CUSIP: 9970012U5	0.00 0.000 0.00 %	0.00 0.00	0.00	0	0.00 % 0.00 %
1	MF GLOBAL CLASS ACTION CLASS ACTION PENDING MF GLOBAL ON RCPT OF FINAL PMT CUSIP: 997001XY3	0.00 0.000 0.00 %	0.00 0.00	0.00	0	0.00 % 0.00 %
1	VIROPHARMA INC CLASS ACTION CLASS ACTION PENDING VIROPHARMA INC ON RCPT OF FINAL PMT CUSIP: 997001XM9	0.00 0.000 0.00 %	0.00 0.00	0.00	0	0.00 % 0.00 %
1	WEATHERFORD INTL CLASS ACTION CLASS ACTION PENDING WEATHERFORD INTL ON RCPT OF FINAL PMT CUSIP: 997001Y22	0.00 0.000 0.00 %	0.00 0.00	0.00	0	0.00 % 0.00 %

PAR VALUE OR SHARES	ASSET DESCRIPTION	MARKET VALUE MARKET PRICE % OF MARKET	FED TAX COST COST PER UNIT	UNREALIZED GAIN/LOSS (FED TO MKT)	ACCRUED INCOME	INCOME YIELD AT MARKET/ YIELD TO MATURITY
TOTAL MISCELLANEOUS ASSETS		**0.00**	**0.00**	**0.00**	**0**	**0.00 %**
PRINCIPAL PORTFOLIO TOTAL		**21,204,510.52**	**18,485,571.37**	**2,718,939.15**	**26,977**	**2.37 %**
TOTAL ASSETS		**21,204,510.52**	**18,485,571.37**	**2,718,939.15**	**26,977**	**2.37 %**

	CASH	FED TAX COST
BEGINNING BALANCES	**0.00**	**18,682,193.76**
RECEIPTS		
INTEREST	42,841.29	0.00
DIVIDENDS	139,191.08	659,711.30
ASSETS RECEIVED	830,088.62	910,903.16
OTHER RECEIPTS	3,051,903.57	0.00
MISC INVESTMENT CHANGES	2,015.81	0.00
SALES & MATURITIES	6,486,424.31	5,758,635.33-
TOTAL RECEIPTS	10,552,464.68	4,188,020.87-
DISBURSEMENTS		
DISBURSEMENTS	43,372.77-	0.00
ADMINISTRATIVE EXPENSES	150,419.07-	0.00
ASSET DISBURSEMENTS	0.00	34,317.35-
OTHER DISBURSEMENTS	6,332,957.01-	0.00
PURCHASES	4,020,571.26-	4,020,571.26
TOTAL DISBURSEMENTS	10,547,320.11-	3,986,253.91
CASH SWEEP TRANSACTIONS		
SWEEP PURCHASES	9,335,390.73-	9,335,390.73
SWEEP SALES	9,330,246.16	9,330,246.16-
TOTAL CASH SWEEP TRANSACTIONS	5,144.57-	5,144.57
ENDING BALANCES	**0.00**	**18,485,571.37**

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
	BEGINNING BALANCES	**0.00**	**18,682,193.76**
	RECEIPTS		
	INTEREST		
10/01/18	PAID ACCRUED INTEREST ON PURCHASE OF II-VI INC CONV 0.250% 9/01/22	3.54-	
10/01/18	CASH RECEIPT OF INTEREST EARNED ON CAESARS ENT CONV 5.000% 10/01/24 $0.025/$1 PV ON 16,000 PAR VALUE DUE 10/1/18	400.00	
10/01/18	CASH RECEIPT OF INTEREST EARNED ON NATIONAL HEALTH CONV 3.250% 4/01/21 $0.01625/$1 PV ON 26,000 PAR VALUE DUE 10/1/18	422.50	
10/01/18	CASH RECEIPT OF INTEREST EARNED ON PACIRA PHARMA CONV 2.375% 4/01/22 $0.011875/$1 PV ON 22,000 PAR VALUE DUE 10/1/18	261.25	
10/01/18	CASH RECEIPT OF INTEREST EARNED ON RED HAT INC CONV 0.250% 10/01/19 $0.00125/$1 PV ON 11,000 PAR VALUE DUE 10/1/18	13.75	
10/01/18	CASH RECEIPT OF INTEREST EARNED ON WHITING PETROL CONV 1.250% 4/01/20 $0.00625/$1 PV ON 27,000 PAR VALUE DUE 10/1/18	168.75	
10/03/18	PAID ACCRUED INTEREST ON PURCHASE OF WORKDAY INC CONV 0.250% 10/01/22	0.51-	
10/03/18	RECEIVED ACCRUED INTEREST ON SALE OF COLONY CAPITAL CONV 3.875% 1/15/21	235.08	
10/03/18	RECEIVED ACCRUED INTEREST ON SALE OF MOLINA HLTHCARE CONV 1.125% 1/15/20	7.31	
10/03/18	RECEIVED ACCRUED INTEREST ON SALE OF CTRIP.COM INTL CONV 1.000% 7/01/20	53.67	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
10/04/18	CASH RECEIPT OF INTEREST EARNED ON SERVICENOW INC CONV Z-CPN 6/01/22 5,000 PAR VALUE AT 148.2522 %	641.64	
10/15/18	CASH RECEIPT OF INTEREST EARNED ON BIOMARTIN PHARM CONV 1.500% 10/15/20 $0.0075/$1 PV ON 24,000 PAR VALUE DUE 10/15/18	180.00	
10/15/18	CASH RECEIPT OF INTEREST EARNED ON CITRIX SYSTEMS CONV 0.500% 4/15/19 $0.0025/$1 PV ON 34,000 PAR VALUE DUE 10/15/18	85.00	
10/15/18	CASH RECEIPT OF INTEREST EARNED ON LIBERTY MEDIA CONV 1.375% 10/15/23 $0.006875/$1 PV ON 31,000 PAR VALUE DUE 10/15/18	213.13	
10/15/18	CASH RECEIPT OF INTEREST EARNED ON NAVISTAR INTL CONV 4.750% 4/15/19 $0.02375/$1 PV ON 42,000 PAR VALUE DUE 10/15/18	997.50	
10/15/18	CASH RECEIPT OF INTEREST EARNED ON RTI INTL METALS CONV 1.625% 10/15/19 $0.008125/$1 PV ON 22,000 PAR VALUE DUE 10/15/18	178.75	
10/15/18	CASH RECEIPT OF INTEREST EARNED ON WELLPOINT INC CONV 2.750% 10/15/42 $0.01375/$1 PV ON 9,000 PAR VALUE DUE 10/15/18	123.75	
10/19/18	RECEIVED ACCRUED INTEREST ON SALE OF WELLPOINT INC CONV 2.750% 10/15/42	0.31	
10/26/18	RECEIVED ACCRUED INTEREST ON SALE OF INTEGRATED DEV CONV 0.875% 11/15/22	35.22	
11/01/18	CASH RECEIPT OF INTEREST EARNED ON BLACKSTONE MTGE CONV 4.375% 5/05/22 $0.021875/$1 PV ON 32,000 PAR VALUE DUE 11/1/18	700.00	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
11/01/18	CASH RECEIPT OF INTEREST EARNED ON ECHO GLOBAL CONV 2.500% 5/01/20 $0.0125/$1 PV ON 31,000 PAR VALUE DUE 11/1/18	387.50	
11/01/18	CASH RECEIPT OF INTEREST EARNED ON EVERBRIDGE INC CONV 1.500% 11/01/22 $0.0075/$1 PV ON 13,000 PAR VALUE DUE 11/1/18	97.50	
11/01/18	CASH RECEIPT OF INTEREST EARNED ON KAMAN CORP CONV 3.250% 5/01/24 $0.01625/$1 PV ON 25,000 PAR VALUE DUE 11/1/18	406.25	
11/02/18	RECEIVED ACCRUED INTEREST ON SALE OF RPM INTL INC CONV 2.250% 12/15/20	145.56	
11/02/18	RECEIVED ACCRUED INTEREST ON SALE OF REALPAGE INC CONV 1.500% 11/15/22	69.58	
11/05/18	PAID ACCRUED INTEREST ON PURCHASE OF CHESAPEAKE ENER CONV 5.500% 9/15/26	106.94-	
11/06/18	CASH RECEIPT OF INTEREST EARNED ON YAHOO INC CONV Z-CPN 12/01/18 16,000 PAR VALUE AT 115.5317 %	1,325.91	
11/06/18	CASH RECEIPT OF INTEREST EARNED ON YAHOO INC CONV Z-CPN 12/01/18 15,000 PAR VALUE AT 115.643 %	1,259.74	
11/09/18	PAID ACCRUED INTEREST ON PURCHASE OF PACIRA PHARMA CONV 2.375% 4/01/22	37.60-	
11/13/18	PAID ACCRUED INTEREST ON PURCHASE OF HORIZON PHARMA CONV 2.500% 3/15/22	88.61-	
11/13/18	RECEIVED ACCRUED INTEREST ON SALE OF MICRON TECH CONV 2.125% 2/15/33	10.39	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
11/13/18	RECEIVED ACCRUED INTEREST ON SALE OF QUIDEL CORP CONV 3.250% 12/15/20	66.81	
11/15/18	CASH RECEIPT OF INTEREST EARNED ON DEXCOM INC CONV 0.750% 5/15/22 $0.00375/$1 PV ON 27,000 PAR VALUE DUE 11/15/18	101.25	
11/15/18	CASH RECEIPT OF INTEREST EARNED ON INTEGRATED DEV CONV 0.875% 11/15/22 $0.004375/$1 PV ON 8,000 PAR VALUE DUE 11/15/18	35.00	
11/15/18	CASH RECEIPT OF INTEREST EARNED ON ISIS PHARMACEUT CONV 1.000% 11/15/21 $0.005/$1 PV ON 33,000 PAR VALUE DUE 11/15/18	165.00	
11/15/18	CASH RECEIPT OF INTEREST EARNED ON MICRON TECH CONV 3.000% 11/15/43 $0.015/$1 PV ON 23,000 PAR VALUE DUE 11/15/18	345.00	
11/15/18	CASH RECEIPT OF INTEREST EARNED ON NEUROCRINE BIO CONV 2.250% 5/15/24 $0.01125/$1 PV ON 23,000 PAR VALUE DUE 11/15/18	258.75	
11/15/18	CASH RECEIPT OF INTEREST EARNED ON NOVELLUS SYS CONV 2.625% 5/15/41 $0.013125/$1 PV ON 5,000 PAR VALUE DUE 11/15/18	65.63	
11/15/18	CASH RECEIPT OF INTEREST EARNED ON SEACOR HOLDINGS CONV 3.250% 5/15/30 $0.01625/$1 PV ON 16,000 PAR VALUE DUE 11/15/18	260.00	
11/19/18	CASH RECEIPT OF INTEREST EARNED ON REALPAGE INC CONV 1.500% 11/15/22 $0.0075/$1 PV ON 11,000 PAR VALUE DUE 11/15/18	82.50	
11/21/18	RECEIVED ACCRUED INTEREST ON SALE OF QUIDEL CORP CONV 3.250% 12/15/20	56.33	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
11/23/18	RECEIVED ACCRUED INTEREST ON SALE OF NEUROCRINE BIO CONV 2.250% 5/15/24	3.00	
11/23/18	RECEIVED ACCRUED INTEREST ON SALE OF INSULET CORP CONV 1.250% 9/15/21	28.33	
11/28/18	PAID ACCRUED INTEREST ON PURCHASE OF DISH NETWORK CONV 3.375% 8/15/26	202.78-	
11/29/18	PAID ACCRUED INTEREST ON PURCHASE OF DISH NETWORK CONV 3.375% 8/15/26	234.00-	
11/29/18	RECEIVED ACCRUED INTEREST ON SALE OF RED HAT INC CONV 0.250% 10/01/19	1.21	
12/03/18	PAID ACCRUED INTEREST ON PURCHASE OF EURONET WORLD CONV 1.500% 10/01/44	10.33-	
12/03/18	CASH RECEIPT OF INTEREST EARNED ON ATLAS AIR WORLD CONV 2.250% 6/01/22 $0.01125/$1 PV ON 39,000 PAR VALUE DUE 12/1/18	438.75	
12/03/18	CASH RECEIPT OF INTEREST EARNED ON HUBSPOT INC CONV 0.250% 6/01/22 $0.00125/$1 PV ON 17,000 PAR VALUE DUE 12/1/18	21.25	
12/03/18	CASH RECEIPT OF INTEREST EARNED ON INPHI CORP CONV 1.125% 12/01/20 $0.005625/$1 PV ON 12,000 PAR VALUE DUE 12/1/18	67.50	
12/03/18	CASH RECEIPT OF INTEREST EARNED ON ON SEMICONDUCT CONV 1.000% 12/01/20 $0.005/$1 PV ON 28,000 PAR VALUE DUE 12/1/18	140.00	
12/03/18	CASH RECEIPT OF INTEREST EARNED ON VERINT SYSTEMS CONV 1.500% 6/01/21 $0.0075/$1 PV ON 23,000 PAR VALUE DUE 12/1/18	172.50	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/03/18	CASH RECEIPT OF INTEREST EARNED ON ZILLOW GROUP CONV 2.000% 12/01/21 $0.01/$1 PV ON 27,000 PAR VALUE DUE 12/1/18	270.00	
12/04/18	PAID ACCRUED INTEREST ON PURCHASE OF EURONET WORLD CONV 1.500% 10/01/44	10.50-	
12/04/18	RECEIVED ACCRUED INTEREST ON SALE OF CITRIX SYSTEMS CONV 0.500% 4/15/19	4.08	
12/13/18	PAID ACCRUED INTEREST ON PURCHASE OF MICROCHIP TECH CONV 1.625% 2/15/25	26.63-	
12/13/18	RECEIVED ACCRUED INTEREST ON SALE OF INTEL CORP CONV 3.250% 8/01/39	59.58	
12/14/18	PAID ACCRUED INTEREST ON PURCHASE OF COLONY STARWOOD CONV 3.500% 1/15/22	333.18-	
12/17/18	PAID ACCRUED INTEREST ON PURCHASE OF WAYFAIR INC CONV 0.375% 9/01/22	14.35-	
12/17/18	RECEIVED ACCRUED INTEREST ON SALE OF ILLUMINA INC CONV 0.500% 6/15/21	0.25	
12/17/18	RECEIVED ACCRUED INTEREST ON SALE OF DEXCOM INC CONV 0.750% 5/15/22	4.67	
12/17/18	CASH RECEIPT OF INTEREST EARNED ON ENVESTNET INC CONV 1.750% 12/15/19 $0.00875/$1 PV ON 28,000 PAR VALUE DUE 12/15/18	245.00	
12/17/18	CASH RECEIPT OF INTEREST EARNED ON PRICELINE GROUP CONV 0.350% 6/15/20 $0.00175/$1 PV ON 19,000 PAR VALUE DUE 12/15/18	33.25	
12/17/18	CASH RECEIPT OF INTEREST EARNED ON ROYAL GOLD INC CONV 2.875% 6/15/19 $0.014375/$1 PV ON 22,000 PAR VALUE DUE 12/15/18	316.25	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/17/18	CASH RECEIPT OF INTEREST EARNED ON TELADOC INC CONV 3.000% 12/15/22 $0.015/$1 PV ON 14,000 PAR VALUE DUE 12/15/18	210.00	
12/18/18	CASH RECEIPT OF INTEREST EARNED ON ILLUMINA INC CONV 0.500% 6/15/21 $0.0025/$1 PV ON 30,000 PAR VALUE DUE 12/15/18	75.00	
12/18/18	RECEIVED ACCRUED INTEREST ON SALE OF TELADOC INC CONV 3.000% 12/15/22	1.75	
12/21/18	RECEIVED ACCRUED INTEREST ON SALE OF EVERBRIDGE INC CONV 1.500% 11/01/22	27.08	
12/21/18	RECEIVED ACCRUED INTEREST ON SALE OF HERBALIFE LTD CONV 2.000% 8/15/19	77.00	
12/31/18	PAID ACCRUED INTEREST ON PURCHASE OF AIR TRANSPORT CONV 1.125% 10/15/24	26.13-	
01/02/19	PAID ACCRUED INTEREST ON PURCHASE OF AIR TRANSPORT CONV 1.125% 10/15/24	19.25-	
01/02/19	CASH RECEIPT OF INTEREST EARNED ON ALLSCRIPTS HEAL CONV 1.250% 7/01/20 $0.00625/$1 PV ON 42,000 PAR VALUE DUE 1/1/19	262.50	
01/11/19	PAID ACCRUED INTEREST ON PURCHASE OF TESLA INC CONV 2.375% 3/15/22	68.88-	
01/14/19	PAID ACCRUED INTEREST ON PURCHASE OF AEROJET ROCKET CONV 2.250% 12/15/23	18.13-	
01/14/19	PAID ACCRUED INTEREST ON PURCHASE OF WRIGHT MEDICAL CONV 2.000% 2/15/20	140.72-	
01/14/19	PAID ACCRUED INTEREST ON PURCHASE OF ISIS PHARMACEUT CONV 1.000% 11/15/21	3.28-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/15/19	CASH RECEIPT OF INTEREST EARNED ON ARES CAPITAL CONV 4.375% 1/15/19 $0.021875/$1 PV ON 29,000 PAR VALUE DUE 1/15/19	634.38	
01/15/19	CASH RECEIPT OF INTEREST EARNED ON COLONY STARWOOD CONV 3.500% 1/15/22 $0.0175/$1 PV ON 23,000 PAR VALUE DUE 1/15/19	402.50	
01/15/19	CASH RECEIPT OF INTEREST EARNED ON CYPRESS SEMI CONV 4.500% 1/15/22 $0.0225/$1 PV ON 16,000 PAR VALUE DUE 1/15/19	360.00	
01/15/19	CASH RECEIPT OF INTEREST EARNED ON EXACT SCIENCES CONV 1.000% 1/15/25 $0.005/$1 PV ON 23,000 PAR VALUE DUE 1/15/19	115.00	
01/15/19	CASH RECEIPT OF INTEREST EARNED ON MOLINA HLTHCARE CONV 1.125% 1/15/20 $0.005625/$1 PV ON 7,000 PAR VALUE DUE 1/15/19	39.38	
01/15/19	CASH RECEIPT OF INTEREST EARNED ON REDFIN CORP CONV 1.750% 7/15/23 $0.008361/$1 PV ON 23,000 PAR VALUE DUE 1/15/19	192.31	
01/15/19	CASH RECEIPT OF INTEREST EARNED ON TWO HARBORS INV CONV 6.250% 1/15/22 $0.03125/$1 PV ON 19,000 PAR VALUE DUE 1/15/19	593.75	
01/17/19	RECEIVED ACCRUED INTEREST ON SALE OF WELLPOINT INC CONV 2.750% 10/15/42	14.06	
01/18/19	PAID ACCRUED INTEREST ON PURCHASE OF ARES CAPITAL CONV 3.750% 2/01/22	521.87-	
01/23/19	CASH RECEIPT OF INTEREST EARNED ON KB HOME CONV 1.375% 2/01/19 $0.003438/$1 PV ON 21,000 PAR VALUE DUE 11/1/18	72.19	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/23/19	PAID ACCRUED INTEREST ON PURCHASE OF SAREPTA THEA CONV 1.500% 11/15/24	36.83-	
01/31/19	CASH RECEIPT OF INTEREST EARNED ON TRANSOCEAN INC CONV 0.500% 1/30/23 $0.0025/$1 PV ON 16,000 PAR VALUE DUE 1/30/19	40.00	
01/31/19	RECEIVED ACCRUED INTEREST ON SALE OF INTEGRATED DEV CONV 0.875% 11/15/22	14.78	
02/01/19	PAID ACCRUED INTEREST ON PURCHASE OF CAESARS ENT CONV 5.000% 10/01/24	166.67-	
02/01/19	RECEIVED ACCRUED INTEREST ON SALE OF ILLUMINA INC CONV 0.500% 6/15/21	5.75	
02/01/19	CASH RECEIPT OF INTEREST EARNED ON ARES CAPITAL CONV 3.750% 2/01/22 $0.01875/$1 PV ON 30,000 PAR VALUE DUE 2/1/19	562.50	
02/01/19	CASH RECEIPT OF INTEREST EARNED ON INTEL CORP CONV 3.250% 8/01/39 $0.01625/$1 PV ON 18,000 PAR VALUE DUE 2/1/19	292.50	
02/05/19	CASH RECEIPT OF INTEREST EARNED ON KB HOME CONV 1.375% 2/01/19 $0.003438/$1 PV ON 21,000 PAR VALUE DUE 2/1/19	72.19	
02/07/19	PAID ACCRUED INTEREST ON PURCHASE OF WRIGHT MED GRP CONV 2.250% 11/15/21	82.00-	
02/07/19	RECEIVED ACCRUED INTEREST ON SALE OF WRIGHT MEDICAL CONV 2.000% 2/15/20	525.56	
02/07/19	PAID ACCRUED INTEREST ON PURCHASE OF LUTHENTUM HLDGS CONV 0.250% 3/15/24	8.81-	
02/08/19	PAID ACCRUED INTEREST ON PURCHASE OF INTERCEPT PHARM CONV 3.250% 7/01/23	80.17-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/08/19	RECEIVED ACCRUED INTEREST ON SALE OF INTEL CORP CONV 3.250% 8/01/39	3.79	
02/14/19	PAID ACCRUED INTEREST ON PURCHASE OF LUTHENTUM HLDGS CONV 0.250% 3/15/24	21.73-	
02/15/19	CASH RECEIPT OF INTEREST EARNED ON DISH NETWORK CONV 3.375% 8/15/26 $0.016875/$1 PV ON 45,000 PAR VALUE DUE 2/15/19	759.38	
02/15/19	CASH RECEIPT OF INTEREST EARNED ON HERBALIFE LTD CONV 2.000% 8/15/19 $0.01/$1 PV ON 22,000 PAR VALUE DUE 2/15/19	220.00	
02/15/19	CASH RECEIPT OF INTEREST EARNED ON JAZZ INVTS I CONV 1.875% 8/15/21 $0.009375/$1 PV ON 59,000 PAR VALUE DUE 2/15/19	553.13	
02/15/19	CASH RECEIPT OF INTEREST EARNED ON MICROCHIP TECH CONV 1.625% 2/15/25 $0.008125/$1 PV ON 39,000 PAR VALUE DUE 2/15/19	316.88	
02/15/19	CASH RECEIPT OF INTEREST EARNED ON MICROCHIP TECH CONV 1.625% 2/15/27 $0.008125/$1 PV ON 63,000 PAR VALUE DUE 2/15/19	511.88	
02/15/19	CASH RECEIPT OF INTEREST EARNED ON MICRON TECH CONV 2.125% 2/15/33 $0.010625/$1 PV ON 4,000 PAR VALUE DUE 2/15/19	42.50	
02/19/19	PAID ACCRUED INTEREST ON PURCHASE OF NUANCE COMMUNI CONV 1.250% 4/01/25	153.33-	
02/22/19	RECEIVED ACCRUED INTEREST ON SALE OF RED HAT INC CONV 0.250% 10/01/19	1.96	
02/25/19	PAID ACCRUED INTEREST ON PURCHASE OF CLEVELAND-CLIFF CONV 1.500% 1/15/25	13.33-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/01/19	PAID ACCRUED INTEREST ON PURCHASE OF OKTA INC CONV 0.250% 2/15/23	0.44-	
03/01/19	PAID ACCRUED INTEREST ON PURCHASE OF Q2 HOLDINGS INC 0.750% 2/15/23	4.00-	
03/01/19	CASH RECEIPT OF INTEREST EARNED ON ADVANCED MICRO CONV 2.125% 9/01/26 $0.010625/$1 PV ON 16,000 PAR VALUE DUE 3/1/19	170.00	
03/01/19	CASH RECEIPT OF INTEREST EARNED ON II-VI INC CONV 0.250% 9/01/22 $0.00125/$1 PV ON 17,000 PAR VALUE DUE 3/1/19	21.25	
03/01/19	CASH RECEIPT OF INTEREST EARNED ON SILICON LABORA CONV 1.375% 3/01/22 $0.006875/$1 PV ON 22,000 PAR VALUE DUE 3/1/19	151.25	
03/01/19	CASH RECEIPT OF INTEREST EARNED ON SQUARE INC CONV 0.375% 3/01/22 $0.001875/$1 PV ON 4,000 PAR VALUE DUE 3/1/19	7.50	
03/01/19	CASH RECEIPT OF INTEREST EARNED ON TESLA MTRS INC CONV 0.250% 3/01/19 $0.00125/$1 PV ON 38,000 PAR VALUE DUE 3/1/19	47.50	
03/01/19	CASH RECEIPT OF INTEREST EARNED ON VIAVI SOLUTIONS CONV 1.000% 3/01/24 $0.005/$1 PV ON 21,000 PAR VALUE DUE 3/1/19	105.00	
03/01/19	CASH RECEIPT OF INTEREST EARNED ON WAYFAIR INC CONV 0.375% 9/01/22 $0.001875/$1 PV ON 13,000 PAR VALUE DUE 3/1/19	24.38	
03/04/19	PAID ACCRUED INTEREST ON PURCHASE OF MICRON TECH CONV 2.125% 2/15/33	1.12-	
03/04/19	RECEIVED ACCRUED INTEREST ON SALE OF MICRON TECH CONV 3.000% 11/15/43	208.92	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/05/19	PAID ACCRUED INTEREST ON PURCHASE OF OKTA INC CONV 0.250% 2/15/23	0.69-	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON CHENIERE ENERGY CONV 4.250% 3/15/45 $0.02125/$1 PV ON 39,000 PAR VALUE DUE 3/15/19	828.75	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON CHESAPEAKE ENER CONV 5.500% 9/15/26 $0.0275/$1 PV ON 28,000 PAR VALUE DUE 3/15/19	770.00	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON CSG SYSTEMS CONV 4.250% 3/15/36 $0.02125/$1 PV ON 20,000 PAR VALUE DUE 3/15/19	425.00	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON DYCOM INDUST CONV 0.750% 9/15/21 $0.00375/$1 PV ON 16,000 PAR VALUE DUE 3/15/19	60.00	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON GUIDEWIRE SOFT CONV 1.250% 3/15/25 $0.00625/$1 PV ON 31,000 PAR VALUE DUE 3/15/19	193.75	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON HELIX ENERGY CONV 4.125% 9/15/23 $0.020625/$1 PV ON 27,000 PAR VALUE DUE 3/15/19	556.88	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON HORIZON PHARMA CONV 2.500% 3/15/22 $0.0125/$1 PV ON 22,000 PAR VALUE DUE 3/15/19	275.00	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON INSULET CORP CONV 1.250% 9/15/21 $0.00625/$1 PV ON 11,000 PAR VALUE DUE 3/15/19	68.75	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON LUTHENTUM HLDGS CONV 0.250% 3/15/24 $0.00125/$1 PV ON 30,000 PAR VALUE DUE 3/15/19	37.50	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/15/19	CASH RECEIPT OF INTEREST EARNED ON NUVASIVE INC CONV 2.250% 3/15/21 $0.01125/$1 PV ON 21,000 PAR VALUE DUE 3/15/19	236.25	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON OASIS PETROL CONV 2.625% 9/15/23 $0.013125/$1 PV ON 25,000 PAR VALUE DUE 3/15/19	328.13	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON PDC ENERGY INC CONV 1.125% 9/15/21 $0.005625/$1 PV ON 15,000 PAR VALUE DUE 3/15/19	84.38	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON PRICELINE GROUP CONV 0.900% 9/15/21 $0.0045/$1 PV ON 25,000 PAR VALUE DUE 3/15/19	112.50	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON TESLA INC CONV 2.375% 3/15/22 $0.011875/$1 PV ON 32,000 PAR VALUE DUE 3/15/19	380.00	
03/15/19	CASH RECEIPT OF INTEREST EARNED ON TWITTER INC CONV 0.250% 9/15/19 $0.00125/$1 PV ON 42,000 PAR VALUE DUE 3/15/19	52.50	
03/22/19	PAID ACCRUED INTEREST ON PURCHASE OF LIVE NATION ENT CONV 2.500% 3/15/23	11.67-	
03/27/19	RECEIVED ACCRUED INTEREST ON SALE OF HERBALIFE LTD CONV 2.000% 8/15/19	51.33	
03/27/19	RECEIVED ACCRUED INTEREST ON SALE OF CITRIX SYSTEMS CONV 0.500% 4/15/19	63.00	
03/28/19	PAID ACCRUED INTEREST ON PURCHASE OF MEDICINES COMP CONV 2.500% 1/15/22	111.53-	
03/28/19	PAID ACCRUED INTEREST ON PURCHASE OF EXACT SCIENCES CONV 0.375% 3/15/27	8.12-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/28/19	RECEIVED ACCRUED INTEREST ON SALE OF DEXCOM INC CONV 0.750% 5/15/22	16.62	
03/28/19	RECEIVED ACCRUED INTEREST ON SALE OF MOLINA HLTHCARE CONV 1.125% 1/15/20	2.28	
03/28/19	RECEIVED ACCRUED INTEREST ON SALE OF INSULET CORP CONV 1.250% 9/15/21	1.35	
03/28/19	RECEIVED ACCRUED INTEREST ON SALE OF EXACT SCIENCES CONV 1.000% 1/15/25	46.64	
03/28/19	PAID ACCRUED INTEREST ON PURCHASE OF HERBALIFE LTD CONV 2.625% 3/15/24	43.75-	
04/01/19	CASH RECEIPT OF INTEREST EARNED ON CAESARS ENT CONV 5.000% 10/01/24 $0.025/$1 PV ON 26,000 PAR VALUE DUE 4/1/19	650.00	
04/01/19	CASH RECEIPT OF INTEREST EARNED ON EURONET WORLD CONV 1.500% 10/01/44 $0.0075/$1 PV ON 8,000 PAR VALUE DUE 4/1/19	60.00	
04/01/19	CASH RECEIPT OF INTEREST EARNED ON NATIONAL HEALTH CONV 3.250% 4/01/21 $0.01625/$1 PV ON 26,000 PAR VALUE DUE 4/1/19	422.50	
04/01/19	CASH RECEIPT OF INTEREST EARNED ON NUANCE COMMUNI CONV 1.250% 4/01/25 $0.00625/$1 PV ON 32,000 PAR VALUE DUE 4/1/19	200.00	
04/01/19	CASH RECEIPT OF INTEREST EARNED ON PACIRA PHARMA CONV 2.375% 4/01/22 $0.011875/$1 PV ON 37,000 PAR VALUE DUE 4/1/19	439.38	
04/01/19	CASH RECEIPT OF INTEREST EARNED ON RED HAT INC CONV 0.250% 10/01/19 $0.00125/$1 PV ON 6,000 PAR VALUE DUE 4/1/19	7.50	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/01/19	CASH RECEIPT OF INTEREST EARNED ON WHITING PETROL CONV 1.250% 4/01/20 $0.00625/$1 PV ON 27,000 PAR VALUE DUE 4/1/19	168.75	
04/01/19	CASH RECEIPT OF INTEREST EARNED ON WORKDAY INC CONV 0.250% 10/01/22 $0.00125/$1 PV ON 37,000 PAR VALUE DUE 4/1/19	46.25	
04/02/19	PAID ACCRUED INTEREST ON PURCHASE OF ZENDESK INC CONV 0.250% 3/15/23	1.53-	
04/02/19	PAID ACCRUED INTEREST ON PURCHASE OF WORLD WRESTLING CONV 3.375% 12/15/23	40.13-	
04/02/19	RECEIVED ACCRUED INTEREST ON SALE OF REALPAGE INC CONV 1.500% 11/15/22	62.79	
04/02/19	RECEIVED ACCRUED INTEREST ON SALE OF RED HAT INC CONV 0.250% 10/01/19	0.04	
04/02/19	RECEIVED ACCRUED INTEREST ON SALE OF HUBSPOT INC CONV 0.250% 6/01/22	6.56	
04/15/19	CASH RECEIPT OF INTEREST EARNED ON AIR TRANSPORT CONV 1.125% 10/15/24 $0.005625/$1 PV ON 19,000 PAR VALUE DUE 4/15/19	106.88	
04/15/19	CASH RECEIPT OF INTEREST EARNED ON BIOMARTIN PHARM CONV 1.500% 10/15/20 $0.0075/$1 PV ON 24,000 PAR VALUE DUE 4/15/19	180.00	
04/15/19	CASH RECEIPT OF INTEREST EARNED ON LIBERTY MEDIA CONV 1.375% 10/15/23 $0.006875/$1 PV ON 31,000 PAR VALUE DUE 4/15/19	213.13	
04/15/19	CASH RECEIPT OF INTEREST EARNED ON NAVISTAR INTL CONV 4.750% 4/15/19 $0.02375/$1 PV ON 42,000 PAR VALUE DUE 4/15/19	997.50	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/15/19	CASH RECEIPT OF INTEREST EARNED ON RTI INTL METALS CONV 1.625% 10/15/19 $0.008125/$1 PV ON 22,000 PAR VALUE DUE 4/15/19	178.75	
04/15/19	CASH RECEIPT OF INTEREST EARNED ON WELLPOINT INC CONV 2.750% 10/15/42 $0.01375/$1 PV ON 6,000 PAR VALUE DUE 4/15/19	82.50	
04/24/19	PAID ACCRUED INTEREST ON PURCHASE OF INSMED INC CONV 1.750% 1/15/25	72.19-	
04/24/19	RECEIVED ACCRUED INTEREST ON SALE OF ALLSCRIPTS HEAL CONV 1.250% 7/01/20	51.01	
04/24/19	RECEIVED ACCRUED INTEREST ON SALE OF PACIRA PHARMA CONV 2.375% 4/01/22	9.10	
04/24/19	RECEIVED ACCRUED INTEREST ON SALE OF MICROCHIP TECH CONV 1.625% 2/15/25	6.23	
04/24/19	RECEIVED ACCRUED INTEREST ON SALE OF LIBERTY MEDIA CONV 1.375% 10/15/23	2.06	
04/24/19	RECEIVED ACCRUED INTEREST ON SALE OF NATIONAL HEALTH CONV 3.250% 4/01/21	10.38	
04/24/19	RECEIVED ACCRUED INTEREST ON SALE OF MICROCHIP TECH CONV 1.625% 2/15/27	6.23	
04/24/19	RECEIVED ACCRUED INTEREST ON SALE OF TWITTER INC CONV 0.250% 9/15/19	1.62	
04/24/19	RECEIVED ACCRUED INTEREST ON SALE OF RTI INTL METALS CONV 1.625% 10/15/19	2.03	
04/24/19	RECEIVED ACCRUED INTEREST ON SALE OF ROYAL GOLD INC CONV 2.875% 6/15/19	72.11	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/24/19	RECEIVED ACCRUED INTEREST ON SALE OF ECHO GLOBAL CONV 2.500% 5/01/20	60.07	
04/24/19	RECEIVED ACCRUED INTEREST ON SALE OF WHITING PETROL CONV 1.250% 4/01/20	3.19	
04/25/19	PAID ACCRUED INTEREST ON PURCHASE OF BIOMARIN PHARM CONV 0.599% 8/01/24	36.34-	
04/25/19	PAID ACCRUED INTEREST ON PURCHASE OF INPHI CORP CONV 0.750% 9/01/21	15.75-	
04/25/19	RECEIVED ACCRUED INTEREST ON SALE OF BIOMARTIN PHARM CONV 1.500% 10/15/20	10.00	
04/25/19	RECEIVED ACCRUED INTEREST ON SALE OF JAZZ INVTS I CONV 1.875% 8/15/21	18.23	
04/25/19	RECEIVED ACCRUED INTEREST ON SALE OF INPHI CORP CONV 1.125% 12/01/20	54.00	
04/26/19	PAID ACCRUED INTEREST ON PURCHASE OF MERITOR INC CONV 3.250% 10/15/37	21.85-	
04/26/19	RECEIVED ACCRUED INTEREST ON SALE OF ATLAS AIR WORLD CONV 2.250% 6/01/22	36.25	
04/26/19	RECEIVED ACCRUED INTEREST ON SALE OF ALLSCRIPTS HEAL CONV 1.250% 7/01/20	115.80	
04/26/19	RECEIVED ACCRUED INTEREST ON SALE OF HERBALIFE LTD CONV 2.625% 3/15/24	11.96	
05/01/19	PAID ACCRUED INTEREST ON PURCHASE OF OIL STS INTL CONV 1.500% 2/15/23	50.67-	
05/01/19	RECEIVED ACCRUED INTEREST ON SALE OF SEACOR HOLDINGS CONV 3.250% 5/15/30	239.78	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/01/19	CASH RECEIPT OF INTEREST EARNED ON BLACKSTONE MTGE CONV 4.375% 5/05/22 $0.021875/$1 PV ON 32,000 PAR VALUE DUE 5/1/19	700.00	
05/01/19	CASH RECEIPT OF INTEREST EARNED ON ECHO GLOBAL CONV 2.500% 5/01/20 $0.0125/$1 PV ON 26,000 PAR VALUE DUE 5/1/19	325.00	
05/01/19	CASH RECEIPT OF INTEREST EARNED ON KAMAN CORP CONV 3.250% 5/01/24 $0.01625/$1 PV ON 25,000 PAR VALUE DUE 5/1/19	406.25	
05/02/19	CASH RECEIPT OF INTEREST EARNED ON WORLD WRESTLING CONV 3.375% 12/15/23 $0.006361/$1 PV ON 4,000 PAR VALUE DUE 4/5/19	25.45	
05/02/19	PAID ACCRUED INTEREST ON PURCHASE OF PURE STORAGE CONV 0.125% 4/15/23	1.24-	
05/02/19	PAID ACCRUED INTEREST ON PURCHASE OF SUPERNUS PHARM CONV 0.625% 4/01/23	11.84-	
05/02/19	RECEIVED ACCRUED INTEREST ON SALE OF ENVESTNET INC CONV 1.750% 12/15/19	99.90	
05/02/19	RECEIVED ACCRUED INTEREST ON SALE OF EURONET WORLD CONV 1.500% 10/01/44	10.33	
05/03/19	PAID ACCRUED INTEREST ON PURCHASE OF ADVANCED MICRO CONV 2.125% 9/01/26	3.66-	
05/07/19	RECEIVED ACCRUED INTEREST ON SALE OF ROYAL GOLD INC CONV 2.875% 6/15/19	170.10	
05/09/19	RECEIVED ACCRUED INTEREST ON SALE OF NUANCE COMMUNI CONV 1.250% 4/01/25	3.96	
05/13/19	RECEIVED ACCRUED INTEREST ON SALE OF MOLINA HLTHCARE CONV 1.125% 1/15/20	3.69	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/14/19	RECEIVED ACCRUED INTEREST ON SALE OF INTERCEPT PHARM CONV 3.250% 7/01/23	156.09	
05/15/19	CASH RECEIPT OF INTEREST EARNED ON DEXCOM INC CONV 0.750% 5/15/22 $0.00375/$1 PV ON 14,000 PAR VALUE DUE 5/15/19	52.50	
05/15/19	CASH RECEIPT OF INTEREST EARNED ON ISIS PHARMACEUT CONV 1.000% 11/15/21 $0.005/$1 PV ON 35,000 PAR VALUE DUE 5/15/19	175.00	
05/15/19	CASH RECEIPT OF INTEREST EARNED ON NEUROCRINE BIO CONV 2.250% 5/15/24 $0.01125/$1 PV ON 17,000 PAR VALUE DUE 5/15/19	191.25	
05/15/19	CASH RECEIPT OF INTEREST EARNED ON NOVELLUS SYS CONV 2.625% 5/15/41 $0.013125/$1 PV ON 5,000 PAR VALUE DUE 5/15/19	65.63	
05/15/19	CASH RECEIPT OF INTEREST EARNED ON SAREPTA THEA CONV 1.500% 11/15/24 $0.0075/$1 PV ON 13,000 PAR VALUE DUE 5/15/19	97.50	
05/15/19	CASH RECEIPT OF INTEREST EARNED ON WRIGHT MED GRP CONV 2.250% 11/15/21 $0.01125/$1 PV ON 16,000 PAR VALUE DUE 5/15/19	180.00	
05/17/19	PAID ACCRUED INTEREST ON PURCHASE OF INSULET CORP CONV 1.375% 11/15/24	2.14-	
05/17/19	RECEIVED ACCRUED INTEREST ON SALE OF INSULET CORP CONV 1.250% 9/15/21	17.22	
05/20/19	PAID ACCRUED INTEREST ON PURCHASE OF TERADYNE INC CONV 1.250% 12/15/23	53.82-	
05/20/19	RECEIVED ACCRUED INTEREST ON SALE OF INTEL CORP CONV 3.250% 8/01/39	68.88	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/23/19	RECEIVED ACCRUED INTEREST ON SALE OF ECHO GLOBAL CONV 2.500% 5/01/20	39.72	
05/23/19	RECEIVED ACCRUED INTEREST ON SALE OF DYCOM INDUST CONV 0.750% 9/15/21	22.67	
05/23/19	PAID ACCRUED INTEREST ON PURCHASE OF AKAMAI TECH INC CONV 0.125% 5/01/25	2.83-	
05/28/19	PAID ACCRUED INTEREST ON PURCHASE OF INTERCEPT PHARM CONV 2.000% 5/15/26	7.00-	
05/28/19	RECEIVED ACCRUED INTEREST ON SALE OF INTERCEPT PHARM CONV 3.250% 7/01/23	145.98	
05/31/19	RECEIVED ACCRUED INTEREST ON SALE OF NATIONAL HEALTH CONV 3.250% 4/01/21	113.75	
05/31/19	RECEIVED ACCRUED INTEREST ON SALE OF CHENIERE ENERGY CONV 4.250% 3/15/45	35.89	
05/31/19	RECEIVED ACCRUED INTEREST ON SALE OF DISH NETWORK CONV 3.375% 8/15/26	29.81	
06/03/19	PAID ACCRUED INTEREST ON PURCHASE OF ATLASSIAN INC CONV 0.625% 5/01/23	11.67-	
06/03/19	PAID ACCRUED INTEREST ON PURCHASE OF TELADOC HEALTH CONV 1.375% 5/15/25	7.56-	
06/03/19	RECEIVED ACCRUED INTEREST ON SALE OF TWITTER INC CONV 0.250% 9/15/19	19.50	
06/03/19	CASH RECEIPT OF INTEREST EARNED ON ILLUMINA INC CONV Z-CPN 6/15/19 14,000 PAR VALUE AT 121.8563 %	517.66	
06/03/19	RECEIVED ACCRUED INTEREST ON SALE OF TELADOC INC CONV 3.000% 12/15/22	98.00	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/03/19	CASH RECEIPT OF INTEREST EARNED ON ATLAS AIR WORLD CONV 2.250% 6/01/22 $0.01125/$1 PV ON 35,000 PAR VALUE DUE 6/1/19	393.75	
06/03/19	CASH RECEIPT OF INTEREST EARNED ON HUBSPOT INC CONV 0.250% 6/01/22 $0.00125/$1 PV ON 9,000 PAR VALUE DUE 6/1/19	11.25	
06/03/19	CASH RECEIPT OF INTEREST EARNED ON ON SEMICONDUCT CONV 1.000% 12/01/20 $0.005/$1 PV ON 28,000 PAR VALUE DUE 6/1/19	140.00	
06/03/19	CASH RECEIPT OF INTEREST EARNED ON VERINT SYSTEMS CONV 1.500% 6/01/21 $0.0075/$1 PV ON 23,000 PAR VALUE DUE 6/1/19	172.50	
06/03/19	CASH RECEIPT OF INTEREST EARNED ON ZILLOW GROUP CONV 2.000% 12/01/21 $0.01/$1 PV ON 27,000 PAR VALUE DUE 6/1/19	270.00	
06/03/19	PAID ACCRUED INTEREST ON PURCHASE OF TWILIO INC CONV 0.250% 6/01/23	0.15-	
06/03/19	PAID ACCRUED INTEREST ON PURCHASE OF NEW RELIC INC CONV 0.500% 5/01/23	5.78-	
06/03/19	RECEIVED ACCRUED INTEREST ON SALE OF INTEL CORP CONV 3.250% 8/01/39	55.07	
06/03/19	RECEIVED ACCRUED INTEREST ON SALE OF GUIDEWIRE SOFT CONV 1.250% 3/15/25	35.21	
06/06/19	PAID ACCRUED INTEREST ON PURCHASE OF DISH NETWORK CONV 3.375% 8/15/26	239.34-	
06/11/19	PAID ACCRUED INTEREST ON PURCHASE OF SQUARE INC CONV 0.500% 5/15/23	9.75-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/11/19	RECEIVED ACCRUED INTEREST ON SALE OF SQUARE INC CONV 0.375% 3/01/22	4.17	
06/12/19	PAID ACCRUED INTEREST ON PURCHASE OF ENVESTNET INC CONV 1.750% 6/01/23	6.95-	
06/12/19	PAID ACCRUED INTEREST ON PURCHASE OF CHEGG INC CONV 0.250% 5/15/23	1.69-	
06/12/19	RECEIVED ACCRUED INTEREST ON SALE OF ENVESTNET INC CONV 1.750% 12/15/19	111.85	
06/12/19	RECEIVED ACCRUED INTEREST ON SALE OF CYPRESS SEMI CONV 4.500% 1/15/22	294.00	
06/17/19	CASH RECEIPT OF INTEREST EARNED ON AEROJET ROCKET CONV 2.250% 12/15/23 $0.01125/$1 PV ON 10,000 PAR VALUE DUE 6/15/19	112.50	
06/17/19	CASH RECEIPT OF INTEREST EARNED ON ILLUMINA INC CONV 0.500% 6/15/21 $0.0025/$1 PV ON 12,000 PAR VALUE DUE 6/15/19	30.00	
06/17/19	CASH RECEIPT OF INTEREST EARNED ON PRICELINE GROUP CONV 0.350% 6/15/20 $0.00175/$1 PV ON 19,000 PAR VALUE DUE 6/15/19	33.25	
06/17/19	CASH RECEIPT OF INTEREST EARNED ON TERADYNE INC CONV 1.250% 12/15/23 $0.00625/$1 PV ON 10,000 PAR VALUE DUE 6/15/19	62.50	
06/17/19	CASH RECEIPT OF INTEREST EARNED ON WORLD WRESTLING CONV 3.375% 12/15/23 $0.016875/$1 PV ON 4,000 PAR VALUE DUE 6/15/19	67.50	
06/25/19	RECEIVED ACCRUED INTEREST ON SALE OF LUTHENTUM HLDGS CONV 0.250% 3/15/24	10.42	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/01/19	RECEIVED ACCRUED INTEREST ON SALE OF SUPERNUS PHARM CONV 0.625% 4/01/23	12.50	
07/01/19	RECEIVED ACCRUED INTEREST ON SALE OF SUPERNUS PHARM CONV 0.625% 4/01/23	12.50	
07/02/19	PAID ACCRUED INTEREST ON PURCHASE OF WRIGHT MEDICAL CONV 1.625% 6/15/23	26.09-	
07/02/19	PAID ACCRUED INTEREST ON PURCHASE OF AIR TRANSPORT CONV 1.125% 10/15/24	14.44-	
07/02/19	RECEIVED ACCRUED INTEREST ON SALE OF ATLAS AIR WORLD CONV 2.250% 6/01/22	25.19	
07/02/19	RECEIVED ACCRUED INTEREST ON SALE OF WRIGHT MED GRP CONV 2.250% 11/15/21	47.00	
07/02/19	RECEIVED ACCRUED INTEREST ON SALE OF SUPERNUS PHARM CONV 0.625% 4/01/23	9.48	
07/15/19	CASH RECEIPT OF INTEREST EARNED ON CLEVELAND-CLIFF CONV 1.500% 1/15/25 $0.0075/$1 PV ON 8,000 PAR VALUE DUE 7/15/19	60.00	
07/15/19	CASH RECEIPT OF INTEREST EARNED ON COLONY STARWOOD CONV 3.500% 1/15/22 $0.0175/$1 PV ON 23,000 PAR VALUE DUE 7/15/19	402.50	
07/15/19	CASH RECEIPT OF INTEREST EARNED ON INSMED INC CONV 1.750% 1/15/25 $0.00875/$1 PV ON 15,000 PAR VALUE DUE 7/15/19	131.25	
07/15/19	CASH RECEIPT OF INTEREST EARNED ON MEDICINES COMP CONV 2.500% 1/15/22 $0.0125/$1 PV ON 22,000 PAR VALUE DUE 7/15/19	275.00	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/15/19	CASH RECEIPT OF INTEREST EARNED ON MOLINA HLTHCARE CONV 1.125% 1/15/20 $0.005625/$1 PV ON 5,000 PAR VALUE DUE 7/15/19	28.13	
07/15/19	CASH RECEIPT OF INTEREST EARNED ON REDFIN CORP CONV 1.750% 7/15/23 $0.00875/$1 PV ON 23,000 PAR VALUE DUE 7/15/19	201.25	
07/15/19	CASH RECEIPT OF INTEREST EARNED ON TWO HARBORS INV CONV 6.250% 1/15/22 $0.03125/$1 PV ON 19,000 PAR VALUE DUE 7/15/19	593.75	
07/16/19	PAID ACCRUED INTEREST ON PURCHASE OF SQUARE INC CONV 0.500% 5/15/23	5.93-	
07/19/19	RECEIVED ACCRUED INTEREST ON SALE OF JAZZ INVTS I CONV 1.875% 8/15/21	64.17	
07/19/19	RECEIVED ACCRUED INTEREST ON SALE OF INSULET CORP CONV 1.375% 11/15/24	12.22	
07/22/19	RECEIVED ACCRUED INTEREST ON SALE OF AEROJET ROCKET CONV 2.250% 12/15/23	9.25	
07/22/19	RECEIVED ACCRUED INTEREST ON SALE OF CAESARS ENT CONV 5.000% 10/01/24	123.33	
07/22/19	RECEIVED ACCRUED INTEREST ON SALE OF ADVANCED MICRO CONV 2.125% 9/01/26	8.32	
07/22/19	RECEIVED ACCRUED INTEREST ON SALE OF WELLPOINT INC CONV 2.750% 10/15/42	7.41	
07/25/19	RECEIVED ACCRUED INTEREST ON SALE OF CHESAPEAKE ENER CONV 5.500% 9/15/26	556.11	
07/30/19	PAID ACCRUED INTEREST ON PURCHASE OF TWITTER INC CONV 0.250% 6/15/24	10.00-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/30/19	CASH RECEIPT OF INTEREST EARNED ON TRANSOCEAN INC CONV 0.500% 1/30/23 $0.0025/$1 PV ON 16,000 PAR VALUE DUE 7/30/19	40.00	
08/01/19	CASH RECEIPT OF INTEREST EARNED ON ARES CAPITAL CONV 3.750% 2/01/22 $0.01875/$1 PV ON 30,000 PAR VALUE DUE 8/1/19	562.50	
08/01/19	CASH RECEIPT OF INTEREST EARNED ON BIOMARIN PHARM CONV 0.599% 8/01/24 $0.002995/$1 PV ON 26,000 PAR VALUE DUE 8/1/19	77.87	
08/02/19	RECEIVED ACCRUED INTEREST ON SALE OF MICROCHIP TECH CONV 1.625% 2/15/25	15.08	
08/05/19	RECEIVED ACCRUED INTEREST ON SALE OF HERBALIFE LTD CONV 2.625% 3/15/24	81.67	
08/05/19	RECEIVED ACCRUED INTEREST ON SALE OF HERBALIFE LTD CONV 2.625% 3/15/24	91.87	
08/06/19	RECEIVED ACCRUED INTEREST ON SALE OF WHITING PETROL CONV 1.250% 4/01/20	17.36	
08/06/19	RECEIVED ACCRUED INTEREST ON SALE OF WHITING PETROL CONV 1.250% 4/01/20	82.47	
08/09/19	PAID ACCRUED INTEREST ON PURCHASE OF PALO ALTO NET CONV 0.750% 7/01/23	35.62-	
08/09/19	RECEIVED ACCRUED INTEREST ON SALE OF OASIS PETROL CONV 2.625% 9/15/23	262.50	
08/14/19	RECEIVED ACCRUED INTEREST ON SALE OF SAREPTA THEA CONV 1.500% 11/15/24	11.00	
08/15/19	CASH RECEIPT OF INTEREST EARNED ON DISH NETWORK CONV 3.375% 8/15/26 $0.016875/$1 PV ON 65,000 PAR VALUE DUE 8/15/19	1,096.88	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
08/15/19	CASH RECEIPT OF INTEREST EARNED ON JAZZ INVTS I CONV 1.875% 8/15/21 $0.009375/$1 PV ON 46,000 PAR VALUE DUE 8/15/19	431.25	
08/15/19	CASH RECEIPT OF INTEREST EARNED ON MICROCHIP TECH CONV 1.625% 2/15/25 $0.008125/$1 PV ON 35,000 PAR VALUE DUE 8/15/19	284.38	
08/15/19	CASH RECEIPT OF INTEREST EARNED ON MICROCHIP TECH CONV 1.625% 2/15/27 $0.008125/$1 PV ON 61,000 PAR VALUE DUE 8/15/19	495.63	
08/15/19	CASH RECEIPT OF INTEREST EARNED ON MICRON TECH CONV 2.125% 2/15/33 $0.010625/$1 PV ON 5,000 PAR VALUE DUE 8/15/19	53.13	
08/15/19	CASH RECEIPT OF INTEREST EARNED ON OKTA INC CONV 0.250% 2/15/23 $0.00125/$1 PV ON 9,000 PAR VALUE DUE 8/15/19	11.25	
08/15/19	CASH RECEIPT OF INTEREST EARNED ON Q2 HOLDINGS INC CONV 0.750% 2/15/23 $0.00375/$1 PV ON 12,000 PAR VALUE DUE 8/15/19	45.00	
08/19/19	CASH RECEIPT OF INTEREST EARNED ON OIL STS INTL CONV 1.500% 2/15/23 $0.0075/$1 PV ON 16,000 PAR VALUE DUE 8/15/19	120.00	
08/19/19	PAID ACCRUED INTEREST ON PURCHASE OF LIBERTY MEDIA CONV 1.000% 1/30/23	8.44-	
08/19/19	RECEIVED ACCRUED INTEREST ON SALE OF PURE STORAGE CONV 0.125% 4/15/23	5.60	
08/19/19	RECEIVED ACCRUED INTEREST ON SALE OF PURE STORAGE CONV 0.125% 4/15/23	3.44	
08/22/19	PAID ACCRUED INTEREST ON PURCHASE OF TWITTER INC CONV 0.250% 6/15/24	5.58-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
08/27/19	CASH RECEIPT OF INTEREST EARNED ON KAMAN CORP CONV 3.250% 5/01/24 $0.0025/$1 PV ON 25,000 PAR VALUE DUE 8/27/19 CONSENT WITH FEE PAYOUT	62.50	
08/28/19	PAID ACCRUED INTEREST ON PURCHASE OF FTI CONSULTING CONV 2.000% 8/15/23	9.39-	
08/30/19	PAID ACCRUED INTEREST ON PURCHASE OF OSI SYSTEMS INC CONV 1.250% 9/01/22	62.15-	
08/30/19	RECEIVED ACCRUED INTEREST ON SALE OF NEW RELIC INC CONV 0.500% 5/01/23	13.22	
08/30/19	RECEIVED ACCRUED INTEREST ON SALE OF OKTA INC CONV 0.250% 2/15/23	0.21	
08/30/19	RECEIVED ACCRUED INTEREST ON SALE OF NEW RELIC INC CONV 0.500% 5/01/23	8.26	
09/03/19	CASH RECEIPT OF INTEREST EARNED ON ADVANCED MICRO CONV 2.125% 9/01/26 $0.010625/$1 PV ON 16,000 PAR VALUE DUE 9/1/19	170.00	
09/03/19	CASH RECEIPT OF INTEREST EARNED ON II-VI INC CONV 0.250% 9/01/22 $0.00125/$1 PV ON 17,000 PAR VALUE DUE 9/1/19	21.25	
09/03/19	CASH RECEIPT OF INTEREST EARNED ON INPHI CORP CONV 0.750% 9/01/21 $0.00375/$1 PV ON 14,000 PAR VALUE DUE 9/1/19	52.50	
09/03/19	CASH RECEIPT OF INTEREST EARNED ON OSI SYSTEMS INC CONV 1.250% 9/01/22 $0.00625/$1 PV ON 10,000 PAR VALUE DUE 9/1/19	62.50	
09/03/19	CASH RECEIPT OF INTEREST EARNED ON SILICON LABORA CONV 1.375% 3/01/22 $0.006875/$1 PV ON 22,000 PAR VALUE DUE 9/1/19	151.25	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/03/19	CASH RECEIPT OF INTEREST EARNED ON VIAVI SOLUTIONS CONV 1.000% 3/01/24 $0.005/$1 PV ON 21,000 PAR VALUE DUE 9/1/19	105.00	
09/03/19	CASH RECEIPT OF INTEREST EARNED ON WAYFAIR INC CONV 0.375% 9/01/22 $0.001875/$1 PV ON 13,000 PAR VALUE DUE 9/1/19	24.38	
09/05/19	PAID ACCRUED INTEREST ON PURCHASE OF OSI SYSTEMS INC CONV 1.250% 9/01/22	0.83-	
09/05/19	PAID ACCRUED INTEREST ON PURCHASE OF RADIUS HEALTH CONV 3.000% 9/01/24	5.67-	
09/06/19	PAID ACCRUED INTEREST ON PURCHASE OF MONGODB INC CONV 0.750% 6/15/24	6.75-	
09/09/19	PAID ACCRUED INTEREST ON PURCHASE OF COUPA SOFTWARE CONV 0.375% 1/15/23	1.69-	
09/09/19	RECEIVED ACCRUED INTEREST ON SALE OF ADVANCED MICRO CONV 2.125% 9/01/26	0.47	
09/10/19	PAID ACCRUED INTEREST ON PURCHASE OF PRICELINE GROUP CONV 0.900% 9/15/21	65.62-	
09/10/19	RECEIVED ACCRUED INTEREST ON SALE OF ZILLOW GROUP CONV 2.000% 12/01/21	148.50	
09/13/19	CASH RECEIPT OF INTEREST EARNED ON RH CONV Z-CPN 7/15/20 10,000 PAR VALUE AT 147.375 %	1,048.65	
09/16/19	CASH RECEIPT OF INTEREST EARNED ON LIVE NATION ENT CONV 2.500% 3/15/23 $0.0125/$1 PV ON 24,000 PAR VALUE DUE 9/15/19	300.00	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/16/19	CASH RECEIPT OF INTEREST EARNED ON CHENIERE ENERGY CONV 4.250% 3/15/45 $0.02125/$1 PV ON 35,000 PAR VALUE DUE 9/15/19	743.75	
09/16/19	CASH RECEIPT OF INTEREST EARNED ON CSG SYSTEMS CONV 4.250% 3/15/36 $0.02125/$1 PV ON 20,000 PAR VALUE DUE 9/15/19	425.00	
09/16/19	CASH RECEIPT OF INTEREST EARNED ON EXACT SCIENCES CONV 0.375% 3/15/27 $0.001948/$1 PV ON 39,000 PAR VALUE DUE 9/15/19	75.97	
09/16/19	CASH RECEIPT OF INTEREST EARNED ON GUIDEWIRE SOFT CONV 1.250% 3/15/25 $0.00625/$1 PV ON 18,000 PAR VALUE DUE 9/15/19	112.50	
09/16/19	CASH RECEIPT OF INTEREST EARNED ON HELIX ENERGY CONV 4.125% 9/15/23 $0.020625/$1 PV ON 27,000 PAR VALUE DUE 9/15/19	556.88	
09/16/19	CASH RECEIPT OF INTEREST EARNED ON HERBALIFE LTD CONV 2.625% 3/15/24 $0.013125/$1 PV ON 29,000 PAR VALUE DUE 9/15/19	380.63	
09/16/19	CASH RECEIPT OF INTEREST EARNED ON HORIZON PHARMA CONV 2.500% 3/15/22 $0.0125/$1 PV ON 22,000 PAR VALUE DUE 9/15/19	275.00	
09/16/19	CASH RECEIPT OF INTEREST EARNED ON LUTHENTUM HLDGS CONV 0.250% 3/15/24 $0.00125/$1 PV ON 15,000 PAR VALUE DUE 9/15/19	18.75	
09/16/19	CASH RECEIPT OF INTEREST EARNED ON NUVASIVE INC CONV 2.250% 3/15/21 $0.01125/$1 PV ON 21,000 PAR VALUE DUE 9/15/19	236.25	
09/16/19	CASH RECEIPT OF INTEREST EARNED ON PDC ENERGY INC CONV 1.125% 9/15/21 $0.005625/$1 PV ON 15,000 PAR VALUE DUE 9/15/19	84.38	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/16/19	CASH RECEIPT OF INTEREST EARNED ON PRICELINE GROUP CONV 0.900% 9/15/21 $0.0045/$1 PV ON 40,000 PAR VALUE DUE 9/15/19	180.00	
09/16/19	CASH RECEIPT OF INTEREST EARNED ON TESLA INC CONV 2.375% 3/15/22 $0.011875/$1 PV ON 32,000 PAR VALUE DUE 9/15/19	380.00	
09/16/19	CASH RECEIPT OF INTEREST EARNED ON ZENDESK INC CONV 0.250% 3/15/23 $0.00125/$1 PV ON 13,000 PAR VALUE DUE 9/15/19	16.25	
09/19/19	PAID ACCRUED INTEREST ON PURCHASE OF MEDICINES CO CONV 2.750% 7/15/23	132.00-	
09/19/19	RECEIVED ACCRUED INTEREST ON SALE OF MEDICINES COMP CONV 2.500% 1/15/22	97.78	
09/23/19	RECEIVED ACCRUED INTEREST ON SALE OF MOLINA HLTHCARE CONV 1.125% 1/15/20	6.38	
09/24/19	RECEIVED ACCRUED INTEREST ON SALE OF MOLINA HLTHCARE CONV 1.125% 1/15/20	4.31	
09/25/19	PAID ACCRUED INTEREST ON PURCHASE OF SPLUNK INC CONV 1.125% 9/15/25	11.56-	
09/25/19	RECEIVED ACCRUED INTEREST ON SALE OF TWILIO INC CONV 0.250% 6/01/23	3.17	
09/25/19	RECEIVED ACCRUED INTEREST ON SALE OF OKTA INC CONV 0.250% 2/15/23	1.94	
09/26/19	RECEIVED ACCRUED INTEREST ON SALE OF MICRON TECH CONV 2.125% 2/15/33	2.42	
09/27/19	PAID ACCRUED INTEREST ON PURCHASE OF CREE INC CONV 0.875% 9/01/23	13.27-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/27/19	RECEIVED ACCRUED INTEREST ON SALE OF ADVANCED MICRO CONV 2.125% 9/01/26	1.53	
09/27/19	PAID ACCRUED INTEREST ON PURCHASE OF PERFICIENT INC CONV 2.375% 9/15/23	10.29-	
09/30/19	RECEIVED ACCRUED INTEREST ON SALE OF PACIRA PHARMA CONV 2.375% 4/01/22	141.71	
09/30/19	RECEIVED ACCRUED INTEREST ON SALE OF ISIS PHARMACEUT CONV 1.000% 11/15/21	52.50	
09/30/19	RECEIVED ACCRUED INTEREST ON SALE OF JAZZ INVTS I CONV 1.875% 8/15/21	51.56	
	TOTAL INTEREST	**42,841.29**	**0.00**
	DIVIDENDS		
10/01/18	CASH RECEIPT OF DIVIDEND EARNED ON DTE ENERGY CO 6.500% CONV PFD $0.8125/SHARE ON 325 SHARES DUE 10/1/18	264.06	
10/01/18	CASH RECEIPT OF DIVIDEND EARNED ON FORTIVE CORP CONV 5.000% PFD SER A $12.78/SHARE ON 37 SHARES DUE 10/1/18	472.86	
10/01/18	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 9/1/18 TO 9/30/18	951.67	
10/01/18	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 9/1/18 TO 9/30/18	165.08	
10/01/18	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTRM BND IDX-ADM DIVIDEND FROM 9/1/18 TO 9/30/18	9,623.29	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
10/01/18	PURCHASED 883.681 SHARES VANGUARD INTRM BND IDX-ADM @ $10.89 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 10/1/18	9,623.29-	9,623.29
10/01/18	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTM TRM INV G-ADM DIVIDEND FROM 9/1/18 TO 9/30/18	10,942.39	
10/01/18	PURCHASED 1,167.811 SHARES VANGUARD INTM TRM INV G-ADM @ $9.37 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 10/1/18	10,942.39-	10,942.39
10/02/18	CASH RECEIPT OF DIVIDEND EARNED ON ISHARES CORE S&P MID-CAP ETF $0.841905/SHARE ON 15,163 SHARES DUE 10/2/18	12,765.81	
10/15/18	CASH RECEIPT OF DIVIDEND EARNED ON AMG CAPITAL TRUST II 5.150% CONV PFD $0.64375/SHARE ON 180 SHARES DUE 10/15/18	115.88	
10/15/18	CASH RECEIPT OF DIVIDEND EARNED ON SEMPRA ENERGY 6.000% CONV PFD SER A $1.50/SHARE ON 465 SHARES DUE 10/15/18	697.50	
10/15/18	CASH RECEIPT OF DIVIDEND EARNED ON WELLTOWER 6.500% PFD CONV SER I REIT $0.8125/SHARE ON 245 SHARES DUE 10/15/18	199.06	
10/30/18	CASH RECEIPT OF DIVIDEND EARNED ON BK OF AMERICA 7.250% CONV PFD SER L $18.125/SHARE ON 63 SHARES DUE 10/30/18	1,141.88	
11/01/18	CASH RECEIPT OF DIVIDEND EARNED ON BECTON DICKINSON & CO 6.125% CV PFD $0.7656/SHARE ON 1,445 SHARES DUE 11/1/18	1,106.29	
11/01/18	CASH RECEIPT OF DIVIDEND EARNED ON CROWN CASTLE 6.875% CONV PFD SER A $17.1875/SHARE ON 38 SHARES DUE 11/1/18	653.13	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
11/01/18	CASH RECEIPT OF DIVIDEND EARNED ON HESS CORP 8.000% CONV PFD SER A $1.00/SHARE ON 550 SHARES DUE 11/1/18	550.00	
11/01/18	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 10/1/18 TO 10/31/18	1,164.39	
11/01/18	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 10/1/18 TO 10/31/18	151.07	
11/01/18	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTRM BND IDX-ADM DIVIDEND FROM 10/1/18 TO 10/31/18	9,993.32	
11/01/18	PURCHASED 924.451 SHARES VANGUARD INTRM BND IDX-ADM @ $10.81 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 11/1/18	9,993.32-	9,993.32
11/01/18	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTM TRM INV G-ADM DIVIDEND FROM 10/1/18 TO 10/31/18	11,718.18	
11/01/18	PURCHASED 1,261.376 SHARES VANGUARD INTM TRM INV G-ADM @ $9.29 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 11/1/18	11,718.18-	11,718.18
11/15/18	CASH RECEIPT OF DIVIDEND EARNED ON DOMINION ENRGY 6.750% CONV PFD SER A $0.84375/SHARE ON 605 SHARES DUE 11/15/18	510.47	
11/15/18	CASH RECEIPT OF DIVIDEND EARNED ON REXNORD CORP 5.750% CONV PFD SER A $0.71875/SHARE ON 255 SHARES DUE 11/15/18	183.28	
11/15/18	CASH RECEIPT OF DIVIDEND EARNED ON STANLEY BLACK & DECK 5.375% CONV PFD $1.34375/SHARE ON 155 SHARES DUE 11/15/18	208.28	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/03/18	CASH RECEIPT OF DIVIDEND EARNED ON NEXTERA ENERGY INC 6.123% CONV PFD $0.765375/SHARE ON 1,045 SHARES DUE 12/3/18	799.82	
12/03/18	CASH RECEIPT OF DIVIDEND EARNED ON CENTERPOINT 7.000% CONV PFD SER B $0.5833/SHARE ON 320 SHARES DUE 12/1/18	186.66	
12/03/18	CASH RECEIPT OF DIVIDEND EARNED ON BUNGE LIMITED 4.875% CONV PFD $1.21875/SHARE ON 180 SHARES DUE 12/1/18	219.38	
12/03/18	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 11/1/18 TO 11/30/18	923.12	
12/03/18	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 11/1/18 TO 11/30/18	269.10	
12/03/18	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTRM BND IDX-ADM DIVIDEND FROM 11/1/18 TO 11/30/18	9,744.90	
12/03/18	PURCHASED 898.147 SHARES VANGUARD INTRM BND IDX-ADM @ $10.85 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 12/3/18	9,744.90-	9,744.90
12/03/18	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTM TRM INV G-ADM DIVIDEND FROM 11/1/18 TO 11/30/18	11,892.93	
12/03/18	PURCHASED 1,281.566 SHARES VANGUARD INTM TRM INV G-ADM @ $9.28 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 12/3/18	11,892.93-	11,892.93
12/17/18	CASH RECEIPT OF DIVIDEND EARNED ON WELLS FARGO 7.500% CONV PFD SER L $18.75/SHARE ON 80 SHARES DUE 12/17/18	1,500.00	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/17/18	CASH RECEIPT OF DIVIDEND EARNED ON INTL FLAVOR & FRAG 6.000% CONV PFD $0.7333/SHARE ON 385 SHARES DUE 12/17/18	282.32	
12/17/18	CASH RECEIPT OF DIVIDEND EARNED ON ASSURANT INC 6.500% CONV PFD SER D $1.625/SHARE ON 195 SHARES DUE 12/17/18	316.88	
12/18/18	CASH RECEIPT OF DIVIDEND EARNED ON VIRTUS CEREDEX S/C VALUE EQTY-I $0.186218/SHARE ON 126,920.83 SHARES DUE 12/17/18	23,634.94	
12/18/18	RECEIVE LT CAPITAL GAINS DISTRIBUTION ON VIRTUS CEREDEX S/C VALUE EQTY-I $1.2945/SHARE ON 126,920.83 SHARES DUE 12/17/18 LT CAPITAL GAIN OF $164,302.06 ON FEDERAL COST LT CAPITAL GAIN OF $164,302.06 ON STATE COST	164,302.06	
12/18/18	RECEIVE ST CAPITAL GAINS DISTRIBUTION ON VIRTUS CEREDEX S/C VALUE EQTY-I $0.1369/SHARE ON 126,920.83 SHARES DUE 12/17/18 ST CAPITAL GAIN OF $17,370.89 ON FEDERAL COST ST CAPITAL GAIN OF $17,370.89 ON STATE COST	17,370.89	
12/18/18	PURCHASED 22,939.429 SHARES VIRTUS CEREDEX S/C VALUE EQTY-I @ $8.95 THROUGH REINVESTMENT OF CAP GAIN/CASH DIV 12/17/18	205,307.89-	205,307.89
12/21/18	CASH RECEIPT OF DIVIDEND EARNED ON ISHARES CORE S&P MID-CAP ETF $0.465439/SHARE ON 15,163 SHARES DUE 12/21/18	7,057.45	
12/21/18	CASH RECEIPT OF DIVIDEND EARNED ON AMERICAN EUROPACIFIC GRTH-R6 $0.7495/SHARE ON 83,208.696 SHARES DUE 12/21/18	62,364.92	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/21/18	RECEIVE LT CAPITAL GAINS DISTRIBUTION ON AMERICAN EUROPACIFIC GRTH-R6 $0.6235/SHARE ON 83,208.696 SHARES DUE 12/21/18 LT CAPITAL GAIN OF $51,880.62 ON FEDERAL COST LT CAPITAL GAIN OF $51,880.62 ON STATE COST	51,880.62	
12/21/18	PURCHASED 2,566.739 SHARES AMERICAN EUROPACIFIC GRTH-R6 @ $44.51 THROUGH REINVESTMENT OF CAP GAIN/CASH DIV 12/21/18	114,245.54-	114,245.54
12/24/18	CASH RECEIPT OF DIVIDEND EARNED ON LAZARD GLBL LSTD INFRA-INST $0.54556/SHARE ON 32,545.654 SHARES DUE 12/24/18	17,755.61	
12/24/18	RECEIVE LT CAPITAL GAINS DISTRIBUTION ON LAZARD GLBL LSTD INFRA-INST $0.6333/SHARE ON 32,545.654 SHARES DUE 12/24/18 LT CAPITAL GAIN OF $20,610.51 ON FEDERAL COST LT CAPITAL GAIN OF $20,610.51 ON STATE COST	20,610.51	
12/24/18	RECEIVE ST CAPITAL GAINS DISTRIBUTION ON LAZARD GLBL LSTD INFRA-INST $0.0435/SHARE ON 32,545.654 SHARES DUE 12/24/18 ST CAPITAL GAIN OF $1,416.71 ON FEDERAL COST ST CAPITAL GAIN OF $1,416.71 ON STATE COST	1,416.71	
12/24/18	PURCHASED 2,942.517 SHARES LAZARD GLBL LSTD INFRA-INST @ $13.52 THROUGH REINVESTMENT OF CAP GAIN/CASH DIV 12/24/18	39,782.83-	39,782.83
01/02/19	CASH RECEIPT OF DIVIDEND EARNED ON FORTIVE CORP CONV 5.000% PFD SER A $12.50/SHARE ON 37 SHARES DUE 1/2/19	462.50	
01/02/19	CASH RECEIPT OF DIVIDEND EARNED ON DTE ENERGY CO 6.500% CONV PFD $0.8125/SHARE ON 325 SHARES DUE 1/1/19	264.06	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/02/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 12/1/18 TO 12/31/18	791.40	
01/02/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 12/1/18 TO 12/31/18	349.57	
01/02/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 12/1/18 TO 12/31/18	3.07	
01/02/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTRM BND IDX-ADM DIVIDEND FROM 12/1/18 TO 12/31/18	10,191.74	
01/02/19	PURCHASED 924.84 SHARES VANGUARD INTRM BND IDX-ADM @ $11.02 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 1/2/19	10,191.74-	10,191.74
01/04/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTM TRM INV G-ADM DIVIDEND FROM 12/1/18 TO 12/31/18	12,366.97	
01/04/19	PURCHASED 1,317.036 SHARES VANGUARD INTM TRM INV G-ADM @ $9.39 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 1/2/19	12,366.97-	12,366.97
01/08/19	CASH RECEIPT OF DIVIDEND EARNED ON JBG SMITH PROPERTIES REIT $0.325/SHARE ON 394 SHARES DUE 1/8/19	128.05	
01/09/19	CASH RECEIPT OF DIVIDEND EARNED ON HEALTHCARE TRUST OF AMER CL A REIT $0.31/SHARE ON 1,007 SHARES DUE 1/9/19	312.17	
01/11/19	CASH RECEIPT OF DIVIDEND EARNED ON EQUITY RESIDENTIAL PPTYS TR REIT $0.54/SHARE ON 1,073 SHARES DUE 1/11/19	579.42	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/14/19	CASH RECEIPT OF DIVIDEND EARNED ON AMERICAN TOWER CORP REIT $0.84/SHARE ON 92 SHARES DUE 1/14/19	77.28	
01/14/19	CASH RECEIPT OF DIVIDEND EARNED ON DIAMONDROCK HOSPITAL REIT $0.125/SHARE ON 2,623 SHARES DUE 1/14/19	327.88	
01/14/19	CASH RECEIPT OF DIVIDEND EARNED ON FOUR CORNERS PROPERTY TRUST INC REIT $0.2875/SHARE ON 536 SHARES DUE 1/14/19	154.10	
01/14/19	CASH RECEIPT OF DIVIDEND EARNED ON VENTAS INC REIT $0.7925/SHARE ON 1,035 SHARES DUE 1/14/19	820.24	
01/15/19	CASH RECEIPT OF DIVIDEND EARNED ON AMG CAPITAL TRUST II 5.150% CONV PFD $0.64375/SHARE ON 180 SHARES DUE 1/15/19	115.88	
01/15/19	CASH RECEIPT OF DIVIDEND EARNED ON WELLTOWER 6.500% PFD CONV SER I REIT $0.8125/SHARE ON 320 SHARES DUE 1/15/19	260.00	
01/15/19	CASH RECEIPT OF DIVIDEND EARNED ON SEMPRA ENERGY 6.000% CONV PFD SER A $1.50/SHARE ON 465 SHARES DUE 1/15/19	697.50	
01/15/19	CASH RECEIPT OF DIVIDEND EARNED ON PEBBLEBROOK HOTEL REIT $0.132174/SHARE ON 581 SHARES DUE 1/15/19	76.79	
01/15/19	CASH RECEIPT OF DIVIDEND EARNED ON ALEXANDRIA REAL ESTATE EQ REIT $0.97/SHARE ON 455 SHARES DUE 1/15/19	441.35	
01/15/19	CASH RECEIPT OF DIVIDEND EARNED ON AMERICOLD REALTY TRUST REIT $0.1875/SHARE ON 527 SHARES DUE 1/15/19	98.81	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/15/19	CASH RECEIPT OF DIVIDEND EARNED ON CORESITE REALTY CORP REIT $1.10/SHARE ON 165 SHARES DUE 1/15/19	181.50	
01/15/19	CASH RECEIPT OF DIVIDEND EARNED ON CUBESMART REIT $0.32/SHARE ON 1,438 SHARES DUE 1/15/19	460.16	
01/15/19	CASH RECEIPT OF DIVIDEND EARNED ON ESSEX PROPERTY TRUST INC REIT $1.86/SHARE ON 201 SHARES DUE 1/15/19	373.86	
01/15/19	CASH RECEIPT OF DIVIDEND EARNED ON KILROY RLTY CORP REIT $0.455/SHARE ON 662 SHARES DUE 1/15/19	301.21	
01/15/19	CASH RECEIPT OF DIVIDEND EARNED ON KIMCO REALTY CORP REIT $0.28/SHARE ON 2,276 SHARES DUE 1/15/19	637.28	
01/15/19	CASH RECEIPT OF DIVIDEND EARNED ON SUN COMMUNITIES INC REIT $0.71/SHARE ON 350 SHARES DUE 1/15/19	248.50	
01/30/19	CASH RECEIPT OF DIVIDEND EARNED ON BK OF AMERICA 7.250% CONV PFD SER L $18.125/SHARE ON 63 SHARES DUE 1/30/19	1,141.88	
01/30/19	CASH RECEIPT OF DIVIDEND EARNED ON BOSTON PROPERTIES INC REIT $0.95/SHARE ON 419 SHARES DUE 1/30/19	398.05	
02/01/19	CASH RECEIPT OF DIVIDEND EARNED ON BECTON DICKINSON & CO 6.125% CV PFD $0.7656/SHARE ON 1,445 SHARES DUE 2/1/19	1,106.29	
02/01/19	CASH RECEIPT OF DIVIDEND EARNED ON CROWN CASTLE 6.875% CONV PFD SER A $17.1875/SHARE ON 43 SHARES DUE 2/1/19	739.06	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/01/19	CASH RECEIPT OF DIVIDEND EARNED ON HESS CORP 8.000% CONV PFD SER A $1.00/SHARE ON 260 SHARES DUE 2/1/19	260.00	
02/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 1/1/19 TO 1/31/19	2,019.47	
02/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 1/1/19 TO 1/31/19	332.74	
02/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 1/1/19 TO 1/31/19	42.96	
02/01/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTRM BND IDX-ADM DIVIDEND FROM 1/1/19 TO 1/31/19	10,272.01	
02/01/19	PURCHASED 920.431 SHARES VANGUARD INTRM BND IDX-ADM @ $11.16 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 2/1/19	10,272.01-	10,272.01
02/01/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTM TRM INV G-ADM DIVIDEND FROM 1/1/19 TO 1/31/19	11,769.79	
02/01/19	PURCHASED 1,236.322 SHARES VANGUARD INTM TRM INV G-ADM @ $9.52 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 2/1/19	11,769.79-	11,769.79
02/15/19	CASH RECEIPT OF DIVIDEND EARNED ON DOMINION ENRGY 6.750% CONV PFD SER A $0.84375/SHARE ON 605 SHARES DUE 2/15/19	510.47	
02/15/19	CASH RECEIPT OF DIVIDEND EARNED ON REXNORD CORP 5.750% CONV PFD SER A $0.71875/SHARE ON 255 SHARES DUE 2/15/19	183.28	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/15/19	CASH RECEIPT OF DIVIDEND EARNED ON STANLEY BLACK & DECK 5.375% CONV PFD $1.34/SHARE ON 155 SHARES DUE 2/15/19	207.70	
02/28/19	CASH RECEIPT OF DIVIDEND EARNED ON SIMON PROPERTY GROUP INC REIT $2.05/SHARE ON 761 SHARES DUE 2/28/19	1,560.05	
02/28/19	CASH RECEIPT OF DIVIDEND EARNED ON DUKE REALTY CORP REIT $0.215/SHARE ON 1,184 SHARES DUE 2/28/19	254.56	
02/28/19	CASH RECEIPT OF DIVIDEND EARNED ON HCP INC REIT $0.37/SHARE ON 125 SHARES DUE 2/28/19	46.25	
02/28/19	CASH RECEIPT OF DIVIDEND EARNED ON INVITATION HOMES INC REIT $0.13/SHARE ON 771 SHARES DUE 2/28/19	100.23	
03/01/19	CASH RECEIPT OF DIVIDEND EARNED ON NEXTERA ENERGY INC 6.123% CONV PFD $0.765375/SHARE ON 660 SHARES DUE 3/1/19	505.15	
03/01/19	CASH RECEIPT OF DIVIDEND EARNED ON BUNGE LIMITED 4.875% CONV PFD $1.21875/SHARE ON 180 SHARES DUE 3/1/19	219.38	
03/01/19	CASH RECEIPT OF DIVIDEND EARNED ON CENTERPOINT 7.000% CONV PFD SER B $0.875/SHARE ON 470 SHARES DUE 3/1/19	411.25	
03/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 2/1/19 TO 2/28/19	915.45	
03/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 2/1/19 TO 2/28/19	269.89	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 2/1/19 TO 2/28/19	92.82	
03/01/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTRM BND IDX-ADM DIVIDEND FROM 2/1/19 TO 2/28/19	9,602.92	
03/01/19	PURCHASED 862.796 SHARES VANGUARD INTRM BND IDX-ADM @ $11.13 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 3/1/19	9,602.92-	9,602.92
03/01/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTM TRM INV G-ADM DIVIDEND FROM 2/1/19 TO 2/28/19	11,244.69	
03/01/19	PURCHASED 1,181.165 SHARES VANGUARD INTM TRM INV G-ADM @ $9.52 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 3/1/19	11,244.69-	11,244.69
03/05/19	REVERSAL OF DIVIDEND EARNED ON STANLEY BLACK & DECK 5.375% CONV PFD $-1.34/SHARE ON 155 SHARES DUE 2/15/19 CU10 DTC RATE ADJUSTMENT	207.70-	
03/05/19	CASH RECEIPT OF DIVIDEND EARNED ON STANLEY BLACK & DECK 5.375% CONV PFD $1.34375/SHARE ON 155 SHARES DUE 2/15/19	208.28	
03/05/19	CASH RECEIPT OF DIVIDEND EARNED ON HIGHWOODS PROPERTIES INC REIT $0.475/SHARE ON 792 SHARES DUE 3/5/19	376.20	
03/07/19	CASH RECEIPT OF DIVIDEND EARNED ON REGENCY CENTERS CORPORATION REIT $0.585/SHARE ON 703 SHARES DUE 3/7/19	411.26	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/15/19	CASH RECEIPT OF DIVIDEND EARNED ON ASSURANT INC 6.500% CONV PFD SER D $1.625/SHARE ON 195 SHARES DUE 3/15/19	316.88	
03/15/19	CASH RECEIPT OF DIVIDEND EARNED ON INTL FLAVOR & FRAG 6.000% CONV PFD $0.75/SHARE ON 580 SHARES DUE 3/15/19	435.00	
03/15/19	CASH RECEIPT OF DIVIDEND EARNED ON WELLS FARGO 7.500% CONV PFD SER L $18.75/SHARE ON 92 SHARES DUE 3/15/19	1,725.00	
03/15/19	CASH RECEIPT OF DIVIDEND EARNED ON CENTERPOINT ENERGY CONV PFD $0.657685/SHARE ON 355 SHARES DUE 3/15/19	233.48	
03/20/19	CASH RECEIPT OF DIVIDEND EARNED ON EQUINIX INC REIT $2.46/SHARE ON 233 SHARES DUE 3/20/19	573.18	
03/22/19	CASH RECEIPT OF DIVIDEND EARNED ON LAZARD GLBL LSTD INFRA-INST $0.08/SHARE ON 35,488.171 SHARES DUE 3/22/19	2,839.05	
03/22/19	PURCHASED 192.478 SHARES LAZARD GLBL LSTD INFRA-INST @ $14.75 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 3/22/19	2,839.05-	2,839.05
03/26/19	CASH RECEIPT OF DIVIDEND EARNED ON ALEXANDER & BALDWIN INC REIT $0.145/SHARE ON 583 SHARES DUE 3/26/19	84.54	
03/26/19	CASH RECEIPT OF DIVIDEND EARNED ON ISHARES CORE S&P MID-CAP ETF $0.70081/SHARE ON 15,974 SHARES DUE 3/26/19	11,194.74	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/27/19	CASH RECEIPT OF DIVIDEND EARNED ON APARTMENT INVT & MGMT CO CL A REIT $0.473231/SHARE ON 831.0783 SHARES DUE 3/26/19 CASH	393.29	
03/27/19	CASH RECEIPT OF DIVIDEND EARNED ON APARTMENT INVT & MGMT CO CL A REIT $1.4092/SHARE ON 831.0783 SHARES DUE 3/26/19 PRORATED CASH	1,171.16	
03/27/19	PURCHASED 23.4559 SHARES APARTMENT INVT & MGMT CO CL A REIT @ $49.93 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 3/26/19 DIVIDEND APARTMENT INVT & MGMT CO CL A REIT	1,171.16-	1,171.16
03/29/19	CASH RECEIPT OF DIVIDEND EARNED ON EXTRA SPACE STORAGE INC REIT $0.86/SHARE ON 587 SHARES DUE 3/29/19	504.82	
03/29/19	CASH RECEIPT OF DIVIDEND EARNED ON MARRIOTT INTERNATIONAL INC $0.41/SHARE ON 231 SHARES DUE 3/29/19	94.71	
03/29/19	CASH RECEIPT OF DIVIDEND EARNED ON PROLOGIS INC REIT $0.53/SHARE ON 1,287 SHARES DUE 3/29/19	682.11	
04/01/19	CASH RECEIPT OF DIVIDEND EARNED ON DTE ENERGY CO 6.500% CONV PFD $0.8125/SHARE ON 325 SHARES DUE 4/1/19	264.06	
04/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FORTIVE CORP CONV 5.000% PFD SER A $12.50/SHARE ON 37 SHARES DUE 4/1/19	462.50	
04/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 3/1/19 TO 3/31/19	644.86	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 3/1/19 TO 3/31/19	221.56	
04/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 3/1/19 TO 3/31/19	107.69	
04/01/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTRM BND IDX-ADM DIVIDEND FROM 3/1/19 TO 3/31/19	10,764.39	
04/01/19	PURCHASED 947.57 SHARES VANGUARD INTRM BND IDX-ADM @ $11.36 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 4/1/19	10,764.39-	10,764.39
04/01/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTM TRM INV G-ADM DIVIDEND FROM 3/1/19 TO 3/31/19	12,549.68	
04/01/19	PURCHASED 1,296.455 SHARES VANGUARD INTM TRM INV G-ADM @ $9.68 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 4/1/19	12,549.68-	12,549.68
04/03/19	PURCHASE-REVERSAL -23.4559 SHARES APARTMENT INVT & MGMT CO CL A REIT @ $49.93 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 3/26/19 AN10 INCORRECT POSTING	1,171.16	1,171.16-
04/03/19	REVERSAL OF DIVIDEND EARNED ON APARTMENT INVT & MGMT CO CL A REIT $-1.4092/SHARE ON 831.0783 SHARES DUE 3/26/19 AN10 INCORRECT POSTING	1,171.16-	
04/03/19	REVERSAL OF DIVIDEND EARNED ON APARTMENT INVT & MGMT CO CL A REIT $-0.473231/SHARE ON 831.0783 SHARES DUE 3/26/19 AN10 INCORRECT POSTING	393.29-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/03/19	CASH RECEIPT OF DIVIDEND EARNED ON APARTMENT INVT & MGMT CO CL A REIT $0.438001/SHARE ON 831.0783 SHARES DUE 3/25/19 PRORATED CASH	364.01	
04/03/19	CASH RECEIPT OF DIVIDEND EARNED ON APARTMENT INVT & MGMT CO CL A REIT $1.578199/SHARE ON 831.0783 SHARES DUE 3/25/19 PRORATED CASH	1,311.61	
04/03/19	PURCHASED 26.2689 SHARES APARTMENT INVT & MGMT CO CL A REIT @ $49.93 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 3/25/19 DIVIDEND APARTMENT INVT & MGMT CO CL A REIT	1,311.61-	1,311.61
04/10/19	CASH RECEIPT OF DIVIDEND EARNED ON HEALTHCARE TRUST OF AMER CL A REIT $0.31/SHARE ON 922 SHARES DUE 4/10/19	285.82	
04/12/19	CASH RECEIPT OF DIVIDEND EARNED ON DIAMONDROCK HOSPITALITY CO $0.125/SHARE ON 3,218 SHARES DUE 4/12/19	402.25	
04/12/19	CASH RECEIPT OF DIVIDEND EARNED ON EQUITY RESIDENTIAL PPTYS TR REIT $0.5675/SHARE ON 1,138 SHARES DUE 4/12/19	645.82	
04/12/19	CASH RECEIPT OF DIVIDEND EARNED ON ESSEX PROPERTY TRUST INC REIT $1.95/SHARE ON 226 SHARES DUE 4/12/19	440.70	
04/12/19	CASH RECEIPT OF DIVIDEND EARNED ON TERRENO REALTY CORP REIT $0.24/SHARE ON 473 SHARES DUE 4/12/19	113.52	
04/12/19	CASH RECEIPT OF DIVIDEND EARNED ON VENTAS INC REIT $0.7925/SHARE ON 920 SHARES DUE 4/12/19	729.10	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/15/19	CASH RECEIPT OF DIVIDEND EARNED ON AMG CAPITAL TRUST II 5.150% CONV PFD $0.64375/SHARE ON 180 SHARES DUE 4/15/19	115.88	
04/15/19	CASH RECEIPT OF DIVIDEND EARNED ON SEMPRA ENERGY 6.000% CONV PFD SER A $1.50/SHARE ON 465 SHARES DUE 4/15/19	697.50	
04/15/19	CASH RECEIPT OF DIVIDEND EARNED ON ALEXANDRIA REAL ESTATE EQ REIT $0.97/SHARE ON 420 SHARES DUE 4/15/19	407.40	
04/15/19	CASH RECEIPT OF DIVIDEND EARNED ON AMERICOLD REALTY TRUST REIT $0.20/SHARE ON 892 SHARES DUE 4/15/19	178.40	
04/15/19	CASH RECEIPT OF DIVIDEND EARNED ON CORESITE REALTY CORP REIT $1.10/SHARE ON 220 SHARES DUE 4/15/19	242.00	
04/15/19	CASH RECEIPT OF DIVIDEND EARNED ON CUBESMART REIT $0.32/SHARE ON 1,463 SHARES DUE 4/15/19	468.16	
04/15/19	CASH RECEIPT OF DIVIDEND EARNED ON FOUR CORNERS PROPERTY TRUST INC REIT $0.2875/SHARE ON 546 SHARES DUE 4/15/19	156.98	
04/15/19	CASH RECEIPT OF DIVIDEND EARNED ON KIMCO REALTY CORP REIT $0.28/SHARE ON 2,151 SHARES DUE 4/15/19	602.28	
04/15/19	CASH RECEIPT OF DIVIDEND EARNED ON SUN COMMUNITIES INC REIT $0.75/SHARE ON 355 SHARES DUE 4/15/19	266.25	
04/17/19	CASH RECEIPT OF DIVIDEND EARNED ON CAMDEN PROPERTY TRUST REIT $0.80/SHARE ON 512 SHARES DUE 4/17/19	409.60	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/17/19	CASH RECEIPT OF DIVIDEND EARNED ON KILROY RLTY CORP REIT $0.455/SHARE ON 597 SHARES DUE 4/17/19	271.64	
04/26/19	CASH RECEIPT OF DIVIDEND EARNED ON AMERICAN TOWER CORP REIT $0.90/SHARE ON 77 SHARES DUE 4/26/19	69.30	
04/30/19	CASH RECEIPT OF DIVIDEND EARNED ON BK OF AMERICA 7.250% CONV PFD SER L $18.125/SHARE ON 71 SHARES DUE 4/30/19	1,286.88	
04/30/19	CASH RECEIPT OF DIVIDEND EARNED ON BOSTON PROPERTIES INC REIT $0.95/SHARE ON 429 SHARES DUE 4/30/19	407.55	
05/01/19	CASH RECEIPT OF DIVIDEND EARNED ON BECTON DICKINSON & CO 6.125% CV PFD $0.7656/SHARE ON 1,445 SHARES DUE 5/1/19	1,106.29	
05/01/19	CASH RECEIPT OF DIVIDEND EARNED ON CROWN CASTLE 6.875% CONV PFD SER A $17.1875/SHARE ON 43 SHARES DUE 5/1/19	739.06	
05/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 4/1/19 TO 4/30/19	531.71	
05/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 4/1/19 TO 4/30/19	141.68	
05/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 4/1/19 TO 4/30/19	96.11	
05/01/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTRM BND IDX-ADM DIVIDEND FROM 4/1/19 TO 4/30/19	10,432.31	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/01/19	PURCHASED 919.957 SHARES VANGUARD INTRM BND IDX-ADM @ $11.34 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 5/1/19	10,432.31-	10,432.31
05/01/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTM TRM INV G-ADM DIVIDEND FROM 4/1/19 TO 4/30/19	12,324.73	
05/01/19	PURCHASED 1,271.902 SHARES VANGUARD INTM TRM INV G-ADM @ $9.69 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 5/1/19	12,324.73-	12,324.73
05/15/19	CASH RECEIPT OF DIVIDEND EARNED ON STANLEY BLACK & DECK 5.375% CONV PFD $1.34375/SHARE ON 155 SHARES DUE 5/15/19	208.28	
05/15/19	CASH RECEIPT OF DIVIDEND EARNED ON REXNORD CORP 5.750% CONV PFD SER A $0.71875/SHARE ON 255 SHARES DUE 5/15/19	183.28	
05/15/19	CASH RECEIPT OF DIVIDEND EARNED ON DOMINION ENRGY 6.750% CONV PFD SER A $0.84375/SHARE ON 605 SHARES DUE 5/15/19	510.47	
05/21/19	CASH RECEIPT OF DIVIDEND EARNED ON HCP INC REIT $0.37/SHARE ON 1,730 SHARES DUE 5/21/19	640.10	
05/23/19	CASH RECEIPT OF DIVIDEND EARNED ON REGENCY CENTERS CORPORATION REIT $0.585/SHARE ON 703 SHARES DUE 5/23/19	411.26	
05/24/19	CASH RECEIPT OF DIVIDEND EARNED ON JBG SMITH PROPERTIES REIT $0.225/SHARE ON 399 SHARES DUE 5/24/19	89.78	
05/31/19	CASH RECEIPT OF DIVIDEND EARNED ON SIMON PROPERTY GROUP INC REIT $2.05/SHARE ON 726 SHARES DUE 5/31/19	1,488.30	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/31/19	CASH RECEIPT OF DIVIDEND EARNED ON APARTMENT INVT & MGMT CO CL A REIT $0.39/SHARE ON 922 SHARES DUE 5/31/19	359.58	
05/31/19	CASH RECEIPT OF DIVIDEND EARNED ON DUKE REALTY CORP REIT $0.215/SHARE ON 1,184 SHARES DUE 5/31/19	254.56	
06/03/19	CASH RECEIPT OF DIVIDEND EARNED ON CENTERPOINT 7.000% CONV PFD SER B $0.875/SHARE ON 470 SHARES DUE 6/3/19	411.25	
06/03/19	CASH RECEIPT OF DIVIDEND EARNED ON NEXTERA ENERGY INC 6.123% CONV PFD $0.765375/SHARE ON 600 SHARES DUE 6/3/19	459.23	
06/03/19	CASH RECEIPT OF DIVIDEND EARNED ON BUNGE LIMITED 4.875% CONV PFD $1.21875/SHARE ON 180 SHARES DUE 6/1/19	219.38	
06/03/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 5/1/19 TO 5/31/19	897.85	
06/03/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 5/1/19 TO 5/31/19	59.07	
06/03/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 5/1/19 TO 5/31/19	110.68	
06/03/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTRM BND IDX-ADM DIVIDEND FROM 5/1/19 TO 5/31/19	10,809.42	
06/03/19	PURCHASED 935.881 SHARES VANGUARD INTRM BND IDX-ADM @ $11.55 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 6/3/19	10,809.42-	10,809.42

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/03/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTM TRM INV G-ADM DIVIDEND FROM 5/1/19 TO 5/31/19	12,523.41	
06/03/19	PURCHASED 1,276.596 SHARES VANGUARD INTM TRM INV G-ADM @ $9.81 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 6/3/19	12,523.41-	12,523.41
06/04/19	CASH RECEIPT OF DIVIDEND EARNED ON HIGHWOODS PROPERTIES INC REIT $0.475/SHARE ON 872 SHARES DUE 6/4/19	414.20	
06/06/19	CASH RECEIPT OF DIVIDEND EARNED ON ALEXANDER & BALDWIN INC REIT $0.165/SHARE ON 583 SHARES DUE 6/6/19	96.20	
06/13/19	CASH RECEIPT OF DIVIDEND EARNED ON AMERICAN EUROPACIFIC GRTH-R6 $0.0802/SHARE ON 85,775.435 SHARES DUE 6/13/19	6,879.19	
06/13/19	PURCHASED 134.15 SHARES AMERICAN EUROPACIFIC GRTH-R6 @ $51.28 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 6/13/19	6,879.19-	6,879.19
06/17/19	CASH RECEIPT OF DIVIDEND EARNED ON ASSURANT INC 6.500% CONV PFD SER D $1.625/SHARE ON 195 SHARES DUE 6/17/19	316.88	
06/17/19	CASH RECEIPT OF DIVIDEND EARNED ON WELLS FARGO 7.500% CONV PFD SER L $18.75/SHARE ON 88 SHARES DUE 6/17/19	1,650.00	
06/17/19	CASH RECEIPT OF DIVIDEND EARNED ON INTL FLAVOR & FRAG 6.000% CONV PFD $0.75/SHARE ON 580 SHARES DUE 6/15/19	435.00	
06/17/19	CASH RECEIPT OF DIVIDEND EARNED ON CENTERPOINT ENERGY CONV PFD $0.657685/SHARE ON 355 SHARES DUE 6/17/19	233.48	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/17/19	CASH RECEIPT OF DIVIDEND EARNED ON AMERICAN ELECTRIC POWER 6.125% PFD $0.731597/SHARE ON 470 SHARES DUE 6/17/19	343.85	
06/19/19	CASH RECEIPT OF DIVIDEND EARNED ON EQUINIX INC REIT $2.46/SHARE ON 218 SHARES DUE 6/19/19	536.28	
06/21/19	CASH RECEIPT OF DIVIDEND EARNED ON ISHARES CORE S&P MID-CAP ETF $0.876808/SHARE ON 15,974 SHARES DUE 6/21/19	14,006.13	
06/21/19	RECEIVE LT CAPITAL GAINS DISTRIBUTION ON VIRTUS CEREDEX S/C VALUE EQTY-I $0.0302/SHARE ON 149,860.259 SHARES DUE 6/20/19 LT CAPITAL GAIN OF $4,530.28 ON FEDERAL COST LT CAPITAL GAIN OF $4,530.28 ON STATE COST	4,530.28	
06/21/19	PURCHASED 457.142 SHARES VIRTUS CEREDEX S/C VALUE EQTY-I @ $9.91 THROUGH REINVESTMENT OF CAP GAIN DIST 6/20/19	4,530.28-	4,530.28
06/24/19	CASH RECEIPT OF DIVIDEND EARNED ON LAZARD GLBL LSTD INFRA-INST $0.10/SHARE ON 35,680.649 SHARES DUE 6/24/19	3,568.06	
06/24/19	PURCHASED 230.793 SHARES LAZARD GLBL LSTD INFRA-INST @ $15.46 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 6/24/19	3,568.06-	3,568.06
06/28/19	CASH RECEIPT OF DIVIDEND EARNED ON EXTRA SPACE STORAGE INC REIT $0.90/SHARE ON 587 SHARES DUE 6/28/19	528.30	
06/28/19	CASH RECEIPT OF DIVIDEND EARNED ON MARRIOTT INTERNATIONAL INC $0.48/SHARE ON 146 SHARES DUE 6/28/19	70.08	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/28/19	CASH RECEIPT OF DIVIDEND EARNED ON PROLOGIS INC REIT $0.53/SHARE ON 1,367 SHARES DUE 6/28/19	724.51	
07/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FORTIVE CORP CONV 5.000% PFD SER A $12.50/SHARE ON 37 SHARES DUE 7/1/19	462.50	
07/01/19	CASH RECEIPT OF DIVIDEND EARNED ON DTE ENERGY CO 6.500% CONV PFD $0.8125/SHARE ON 325 SHARES DUE 7/1/19	264.06	
07/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 6/1/19 TO 6/30/19	903.62	
07/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 6/1/19 TO 6/30/19	94.08	
07/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 6/1/19 TO 6/30/19	99.74	
07/01/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTRM BND IDX-ADM DIVIDEND FROM 6/1/19 TO 6/30/19	10,433.25	
07/01/19	PURCHASED 891.731 SHARES VANGUARD INTRM BND IDX-ADM @ $11.70 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 7/1/19	10,433.25-	10,433.25
07/01/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTM TRM INV G-ADM DIVIDEND FROM 6/1/19 TO 6/30/19	12,177.21	
07/01/19	PURCHASED 1,223.84 SHARES VANGUARD INTM TRM INV G-ADM @ $9.95 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 7/1/19	12,177.21-	12,177.21

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/03/19	CASH RECEIPT OF DIVIDEND EARNED ON DOMINION ENRGY 6.750% CONV PFD SER A $0.001174/SHARE ON 485 SHARES DUE 6/28/19 SPECIAL DIVIDEND PD 6/28/2019	0.57	
07/12/19	CASH RECEIPT OF DIVIDEND EARNED ON AMERICAN TOWER CORP REIT $0.92/SHARE ON 77 SHARES DUE 7/12/19	70.84	
07/12/19	CASH RECEIPT OF DIVIDEND EARNED ON DIAMONDROCK HOSPITALITY CO $0.125/SHARE ON 3,643 SHARES DUE 7/12/19	455.38	
07/12/19	CASH RECEIPT OF DIVIDEND EARNED ON EQUITY RESIDENTIAL PPTYS TR REIT $0.5675/SHARE ON 1,138 SHARES DUE 7/12/19	645.82	
07/12/19	CASH RECEIPT OF DIVIDEND EARNED ON ESSEX PROPERTY TRUST INC REIT $1.95/SHARE ON 201 SHARES DUE 7/12/19	391.95	
07/15/19	CASH RECEIPT OF DIVIDEND EARNED ON AMG CAPITAL TRUST II 5.150% CONV PFD $0.64375/SHARE ON 180 SHARES DUE 7/15/19	115.88	
07/15/19	CASH RECEIPT OF DIVIDEND EARNED ON DANAHER CORP 4.750% CONV PFD SER A $17.681/SHARE ON 53 SHARES DUE 7/15/19	937.09	
07/15/19	CASH RECEIPT OF DIVIDEND EARNED ON SEMPRA ENERGY 6.000% CONV PFD SER A $1.50/SHARE ON 435 SHARES DUE 7/15/19	652.50	
07/15/19	CASH RECEIPT OF DIVIDEND EARNED ON ALEXANDRIA REAL ESTATE EQ REIT $1.00/SHARE ON 430 SHARES DUE 7/15/19	430.00	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/15/19	CASH RECEIPT OF DIVIDEND EARNED ON AMERICOLD REALTY TRUST REIT $0.20/SHARE ON 902 SHARES DUE 7/15/19	180.40	
07/15/19	CASH RECEIPT OF DIVIDEND EARNED ON CORESITE REALTY CORP REIT $1.22/SHARE ON 270 SHARES DUE 7/15/19	329.40	
07/15/19	CASH RECEIPT OF DIVIDEND EARNED ON FOUR CORNERS PROPERTY TRUST INC REIT $0.2875/SHARE ON 606 SHARES DUE 7/15/19	174.23	
07/15/19	CASH RECEIPT OF DIVIDEND EARNED ON PARAMOUNT GROUP INC REIT $0.10/SHARE ON 625 SHARES DUE 7/15/19	62.50	
07/15/19	CASH RECEIPT OF DIVIDEND EARNED ON PEBBLEBROOK HOTEL REIT $0.38/SHARE ON 850 SHARES DUE 7/15/19	323.00	
07/15/19	CASH RECEIPT OF DIVIDEND EARNED ON SUN COMMUNITIES INC REIT $0.75/SHARE ON 355 SHARES DUE 7/15/19	266.25	
07/17/19	CASH RECEIPT OF DIVIDEND EARNED ON CAMDEN PROPERTY TRUST REIT $0.80/SHARE ON 512 SHARES DUE 7/17/19	409.60	
07/17/19	CASH RECEIPT OF DIVIDEND EARNED ON KILROY RLTY CORP REIT $0.485/SHARE ON 577 SHARES DUE 7/17/19	279.85	
07/30/19	CASH RECEIPT OF DIVIDEND EARNED ON BK OF AMERICA 7.250% CONV PFD SER L $18.125/SHARE ON 68 SHARES DUE 7/30/19	1,232.50	
07/30/19	CASH RECEIPT OF DIVIDEND EARNED ON AQUA AMERICA INC 6.000% CONV PFD $0.80833/SHARE ON 340 SHARES DUE 7/30/19	274.83	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/31/19	CASH RECEIPT OF DIVIDEND EARNED ON BOSTON PROPERTIES INC REIT $0.95/SHARE ON 449 SHARES DUE 7/31/19	426.55	
08/01/19	CASH RECEIPT OF DIVIDEND EARNED ON CROWN CASTLE 6.875% CONV PFD SER A $17.1875/SHARE ON 40 SHARES DUE 8/1/19	687.50	
08/01/19	CASH RECEIPT OF DIVIDEND EARNED ON BECTON DICKINSON & CO 6.125% CV PFD $0.7656/SHARE ON 1,075 SHARES DUE 8/1/19	823.02	
08/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 7/1/19 TO 7/31/19	700.68	
08/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 7/1/19 TO 7/31/19	125.37	
08/01/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 7/1/19 TO 7/31/19	2.30	
08/02/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTRM BND IDX-ADM DIVIDEND FROM 7/1/19 TO 7/31/19	10,604.97	
08/02/19	PURCHASED 906.408 SHARES VANGUARD INTRM BND IDX-ADM @ $11.70 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 8/1/19	10,604.97-	10,604.97
08/02/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTM TRM INV G-ADM DIVIDEND FROM 7/1/19 TO 7/31/19	12,012.17	
08/02/19	PURCHASED 1,208.468 SHARES VANGUARD INTM TRM INV G-ADM @ $9.94 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 8/1/19	12,012.17-	12,012.17

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
08/15/19	CASH RECEIPT OF DIVIDEND EARNED ON STANLEY BLACK & DECK 5.375% CONV PFD $1.34375/SHARE ON 155 SHARES DUE 8/15/19	208.28	
08/15/19	CASH RECEIPT OF DIVIDEND EARNED ON AVANTOR INC 6.250% CONV PFD SER A $0.73/SHARE ON 430 SHARES DUE 8/15/19	313.90	
08/15/19	CASH RECEIPT OF DIVIDEND EARNED ON REXNORD CORP 5.750% CONV PFD SER A $0.71875/SHARE ON 255 SHARES DUE 8/15/19	183.28	
08/22/19	CASH RECEIPT OF DIVIDEND EARNED ON LAZARD GLBL LSTD INFRA-INST $0.16344/SHARE ON 35,911.442 SHARES DUE 8/22/19	5,869.37	
08/22/19	PURCHASED 387.929 SHARES LAZARD GLBL LSTD INFRA-INST @ $15.13 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 8/22/19	5,869.37-	5,869.37
08/29/19	CASH RECEIPT OF DIVIDEND EARNED ON DTE ENERGY CO 6.500% CONV PFD $0.001064/SHARE ON 325 SHARES DUE 8/22/19 SPECIAL DISTRIBUTION	0.35	
09/03/19	CASH RECEIPT OF DIVIDEND EARNED ON DOMINION ENRGY 7.250% CONV PFD SER A $1.550694/SHARE ON 280 SHARES DUE 9/1/19	434.19	
09/03/19	CASH RECEIPT OF DIVIDEND EARNED ON CENTERPOINT 7.000% CONV PFD SER B $0.875/SHARE ON 470 SHARES DUE 9/3/19	411.25	
09/03/19	CASH RECEIPT OF DIVIDEND EARNED ON BUNGE LIMITED 4.875% CONV PFD $1.21875/SHARE ON 180 SHARES DUE 9/1/19	219.38	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/03/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 8/1/19 TO 8/31/19	1,025.91	
09/03/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 8/1/19 TO 8/31/19	142.95	
09/03/19	CASH RECEIPT OF DIVIDEND EARNED ON FEDERATED TRSY OBLIGS MM-I #68 DIVIDEND FROM 8/1/19 TO 8/31/19	0.19	
09/03/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTRM BND IDX-ADM DIVIDEND FROM 8/1/19 TO 8/31/19	10,049.67	
09/03/19	PURCHASED 836.775 SHARES VANGUARD INTRM BND IDX-ADM @ $12.01 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 9/3/19	10,049.67-	10,049.67
09/03/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD INTM TRM INV G-ADM DIVIDEND FROM 8/1/19 TO 8/31/19	11,238.51	
09/03/19	PURCHASED 1,108.334 SHARES VANGUARD INTM TRM INV G-ADM @ $10.14 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 9/3/19	11,238.51-	11,238.51
09/04/19	CASH RECEIPT OF DIVIDEND EARNED ON VANGUARD ST CORP BD IDX-ADM $0.0522/SHARE ON 54,298.643 SHARES DUE 9/3/19	2,834.39	
09/04/19	PURCHASED 128.485 SHARES VANGUARD ST CORP BD IDX-ADM @ $22.06 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 9/3/19	2,834.39-	2,834.39
09/16/19	CASH RECEIPT OF DIVIDEND EARNED ON WELLS FARGO 7.500% CONV PFD SER L $18.75/SHARE ON 88 SHARES DUE 9/16/19	1,650.00	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/16/19	CASH RECEIPT OF DIVIDEND EARNED ON INTL FLAVOR & FRAG 6.000% CONV PFD $0.75/SHARE ON 580 SHARES DUE 9/15/19	435.00	
09/16/19	CASH RECEIPT OF DIVIDEND EARNED ON ASSURANT INC 6.500% CONV PFD SER D $1.625/SHARE ON 195 SHARES DUE 9/16/19	316.88	
09/16/19	CASH RECEIPT OF DIVIDEND EARNED ON AMERICAN ELECTRIC POWER 6.125% PFD $0.765625/SHARE ON 470 SHARES DUE 9/16/19	359.84	
09/17/19	CASH RECEIPT OF DIVIDEND EARNED ON CENTERPOINT ENERGY CONV PFD $0.657685/SHARE ON 355 SHARES DUE 9/16/19	233.48	
09/23/19	CASH RECEIPT OF DIVIDEND EARNED ON LAZARD GLBL LSTD INFRA-INST $0.20001/SHARE ON 36,299.371 SHARES DUE 9/23/19	7,260.24	
09/23/19	PURCHASED 482.408 SHARES LAZARD GLBL LSTD INFRA-INST @ $15.05 THROUGH REINVESTMENT OF CASH DIVIDEND DUE 9/23/19	7,260.24-	7,260.24
09/30/19	CASH RECEIPT OF DIVIDEND EARNED ON CHANGE HEALTHCARE 6.000% CONV PFD $0.7417/SHARE ON 300 SHARES DUE 9/30/19	222.51	
09/30/19	CASH RECEIPT OF DIVIDEND EARNED ON ISHARES CORE S&P MID-CAP ETF $0.85825/SHARE ON 15,974 SHARES DUE 9/30/19	13,709.69	
	TOTAL DIVIDENDS	**139,191.08**	**659,711.30**

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
	ASSETS RECEIVED		
10/01/18	CASH RECEIPT ADDITION TO ACCOUNT BRIGHTHOUSE LIFE INS CO CHK #000028670 DTD 10/1/18	227.32	
10/01/18	CASH RECEIPT ADDITION TO ACCOUNT WEATHERFORD SETTLEMENT CHK#00023997 DTD 7/26/18	36.74	
11/01/18	CASH RECEIPT ADDITION TO ACCOUNT BRIGHTHOUSE LIFE INS CO CHK #000028816 DTD 11/1/18	227.32	
11/02/18	CASH RECEIPT ADDITION TO ACCOUNT WALT DISNEY DIVIDEND CK #6375388496 DTD 7/26/18	42.84	
11/02/18	CASH RECEIPT ADDITION TO ACCOUNT WALT DISNEY CK #6375388497 DTD 7/26/18	7.56	
11/29/18	CASH RECEIPT ADDITION TO ACCOUNT BRIGHTHOUSE LIFE INS CHK #000028955	227.32	
12/21/18	RECEIVED 573 SHARES OF ALEXANDER & BALDWIN INC REIT RECEIVED FROM M AND T		12,038.73
12/21/18	RECEIVED 465 SHARES OF ALEXANDRIA REAL ESTATE EQ REIT RECEIVED FROM M AND T		50,038.65
12/21/18	RECEIVED 92 SHARES OF AMERICAN TOWER CORP REIT RECEIVED FROM M AND T		9,652.64

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/21/18	RECEIVED 542 SHARES OF AMERICOLD REALTY TRUST REIT RECEIVED FROM M AND T		13,279.00
12/21/18	RECEIVED 622 SHARES OF APARTMENT INVT & MGMT CO CL A REIT RECEIVED FROM M AND T		22,584.82
12/21/18	RECEIVED 384 SHARES OF BOSTON PROPERTIES INC REIT RECEIVED FROM M AND T		48,491.52
12/21/18	RECEIVED 395 SHARES OF CAMDEN PROPERTY TRUST REIT RECEIVED FROM M AND T		36,912.75
12/21/18	RECEIVED 200 SHARES OF CORESITE REALTY CORP REIT RECEIVED FROM M AND T		21,186.00
12/21/18	RECEIVED 1,468 SHARES OF CUBESMART REIT RECEIVED FROM M AND T		40,032.36
12/21/18	RECEIVED 766 SHARES OF CUSHMAN & WAKEFIELD PLC RECEIVED FROM M AND T		12,278.98
12/21/18	RECEIVED 2,683 SHARES OF DIAMONDROCK HOSPITAL REIT RECEIVED FROM M AND T		31,793.55
12/21/18	RECEIVED 258 SHARES OF DIGITAL REALTY TRUST INC REIT RECEIVED FROM M AND T		20,149.80
12/21/18	RECEIVED 1,124 SHARES OF DUKE REALTY CORP REIT RECEIVED FROM M AND T		30,336.76

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/21/18	RECEIVED 173 SHARES OF EQUINIX INC REIT RECEIVED FROM M AND T		46,687.51
12/21/18	RECEIVED 1,098 SHARES OF EQUITY RESIDENTIAL PPTYS TR REIT RECEIVED FROM M AND T		21,476.88
12/21/18	RECEIVED 206 SHARES OF ESSEX PROPERTY TRUST INC REIT RECEIVED FROM M AND T		5,520.80
12/21/18	RECEIVED 587 SHARES OF EXTRA SPACE STORAGE INC REIT RECEIVED FROM M AND T		15,479.19
12/21/18	RECEIVED 551 SHARES OF FOUR CORNERS PROPERTY TRUST INC REIT RECEIVED FROM M AND T		10,044.73
12/21/18	RECEIVED 1,027 SHARES OF HEALTHCARE TRUST OF AMER CL A REIT RECEIVED FROM M AND T		16,709.29
12/21/18	RECEIVED 782 SHARES OF HIGHWOODS PROPERTIES INC REIT RECEIVED FROM M AND T		34,720.80
12/21/18	RECEIVED 530 SHARES OF HILTON GRAND VACATIONS INC RECEIVED FROM M AND T		9,158.40
12/21/18	RECEIVED 1,411 SHARES OF INVITATION HOMES INC REIT RECEIVED FROM M AND T		24,692.50
12/21/18	RECEIVED 404 SHARES OF JBG SMITH PROPERTIES REIT RECEIVED FROM M AND T		14,943.96

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/21/18	RECEIVED 677 SHARES OF KILROY RLTY CORP REIT RECEIVED FROM M AND T		25,671.84
12/21/18	RECEIVED 2,406 SHARES OF KIMCO REALTY CORP REIT RECEIVED FROM M AND T		40,853.88
12/21/18	RECEIVED 256 SHARES OF MARRIOTT INTERNATIONAL INC RECEIVED FROM M AND T		26,626.56
12/21/18	RECEIVED 591 SHARES OF PEBBLEBROOK HOTEL REIT RECEIVED FROM M AND T		21,069.15
12/21/18	RECEIVED 1,417 SHARES OF PROLOGIS INC REIT RECEIVED FROM M AND T		21,750.95
12/21/18	RECEIVED 748 SHARES OF REGENCY CENTERS CORPORATION REIT RECEIVED FROM M AND T		47,916.88
12/21/18	RECEIVED 666 SHARES OF SIMON PROPERTY GROUP INC REIT RECEIVED FROM M AND T		11,415.24
12/21/18	RECEIVED 335 SHARES OF SUN COMMUNITIES INC REIT RECEIVED FROM M AND T		22,110.00
12/21/18	RECEIVED 478 SHARES OF TERRENO REALTY CORP REIT RECEIVED FROM M AND T		12,925.12
12/21/18	RECEIVED 411 SHARES OF MACERICH CO COM REIT RECEIVED FROM M AND T		20,307.51

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/21/18	RECEIVED 1,055 SHARES OF VENTAS INC REIT RECEIVED FROM M AND T		55,271.45
12/21/18	RECEIVED 387 SHARES OF WELLTOWER INC REIT RECEIVED FROM M AND T		22,457.61
01/07/19	CASH RECEIPT ADDITION TO ACCOUNT BRIGHTHOUSE LIFE INS CO CHK #000029173	227.32	
01/15/19	CASH RECEIPT ADDITION TO ACCOUNT WIRE REF #190111010611 LEND LEASE -TOTAL RETURN FD LLC	26,710.05	
01/24/19	CASH RECEIPT ADDITION TO ACCOUNT DEFRAY THE COST OF A SPECIAL ACTUARIAL CALCULATION FOR PLAN MEMBER	200.00	
02/06/19	CASH RECEIPT ADDITION TO ACCOUNT BRIGHTHOUSE LIFE INS CO CK#000029544 DTD 2/1/19	227.32	
02/21/19	REVERSE SPLIT 969 FOR 1000 ON APARTMENT INVT & MGMT CO CL A REIT DUE 02/20/19 831.0783 SHARES RECEIVED 1 FOR 1.03119000 REVERSE STOCK SPLIT. THE OLD CUSIP WAS 03748R101.		34,317.35
03/04/19	CASH RECEIPT ADDITION TO ACCOUNT BRIGHTHOUSE LIFE IN CO CHK #00029848 DTD 3/1/19	227.32	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/01/19	CASH RECEIPT ADDITION TO ACCOUNT BRIGHTHOUSE LIFE INS CO CK #00030192	227.32	
04/23/19	CASH RECEIPT ADDITION TO ACCOUNT WIRE REF #190423003498	165,000.00	
04/24/19	CASH RECEIPT ADDITION TO ACCOUNT WIRE REF #190423010880	145,000.00	
05/03/19	CASH RECEIPT ADDITION TO ACCOUNT BRIGHTHOUSE LIFE INS CO CHK #00030677 DTD 5/1/19	227.32	
05/15/19	RECEIVED 1 UNIT OF COBALT INTERNATIONAL CLASS ACTION COLBALT INTERNATIONAL CLASS ACTIONS PENDING FINAL PAYMENT		
06/04/19	CASH RECEIPT ADDITION TO ACCOUNT BRIGHTHOUSE CK #00030972 DTD 6/3/19	227.32	
07/01/19	CASH RECEIPT ADDITION TO ACCOUNT BRIGHTHOUSE LIFE INS CO CK #000031224 DTD 7/1	227.32	
08/07/19	CASH RECEIPT ADDITION TO ACCOUNT BRIGHTHOUSE LIFE INS CO CK #000031467	227.32	
09/06/19	CASH RECEIPT ADDITION TO ACCOUNT BRIGHTHOUSE LIFE INS CO CK#000031664 DTD 9/3/19	227.32	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/25/19	CASH RECEIPT ADDITION TO ACCOUNT WIRE REF #190924010711 FFC: CITY COCOA POLICE RET PLAN	490,363.59	
	TOTAL ASSETS RECEIVED	**830,088.62**	**910,903.16**
	OTHER RECEIPTS		
10/01/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF#180928030896 EE CONTRIB PPE 09.23.2018 $3,214.15 ER CONTRIB $173,000.00	176,214.15	
10/05/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF# 181005010944	4,094.61	
10/12/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF#181012007488 EE CONTRIB PPE 10/07/2018	3,802.63	
10/19/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF#18109008921 EE CONTRIB PPE 10/14/2018	3,818.75	
10/26/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF#181026003530 EE CONTRIB PPE 10/21/18	3,789.39	
11/02/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF#181102003178 EE CONTRIB PPE 10/28/18	3,757.93	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
11/09/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF#181109011110 EE CONTRIB PPE 11/4/18	3,731.48	
11/16/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF#181116009985 EE CONTRIB PPE 11/11/2018	3,715.40	
11/21/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF#181121007356 EE CONTRIB PPE 11/18/2018	3,796.99	
11/30/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF#181130004215 EE CONTRIB PPE 11/25/2018	3,799.46	
12/10/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF# 181207003475 EE CONTRIB PPE 12/2/2018	3,784.47	
12/14/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF# 181214003838	3,802.50	
12/21/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF# 181221004071	3,805.62	
12/31/18	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF#181228006279 EE CONTRIB PPE 12/23/18 $3,789.37 ER CONTRIB $214,850.59	218,639.96	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/04/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY ER CONTRIB SHORTFALL BASED ON ACTUARIAL VALUATION AS OF 10/1/18	31,073.02	
01/11/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190111003473 EE CONTRIB PPE 1/6/2019	3,813.88	
01/18/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190118003359 EE CONTRIB PPE 1/13/2019	3,916.26	
01/25/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF# 190107004471 PPE 12/30/18 EE CONTRIB	3,868.87	
01/25/19	CASH RECEIPT CONTRIB EMPLOYER MANDATORY WIRE REF# 190107004471 ER CONTRIB (ANNUAL FY19)	599,841.75	
01/29/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190125003192; EE CONTRIB PPE 1/20/2019	3,833.94	
02/01/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190201004134 EE CONTRIB PPE 1/27/19	4,556.00	
02/08/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190208004630 EE CONTRIB PPE 2/3/19	3,799.44	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/15/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190215003520 EE CONTRIB PPE 2/10/19	3,849.34	
02/25/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190222003192 EE CONTRIB PPE 2/17/2019	3,882.41	
03/01/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190301004228 EE CONTRIB PPE 2/24/2019	4,051.09	
03/08/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190308003224 EE CONTRIB PPE 3/3/2019	3,901.00	
03/15/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190315003503 EE CONTRIB PPE 3/10/19	3,747.60	
03/22/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190322003190 EE CONTRIB PPE 3/17/2019	4,216.18	
03/29/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190329004475 PPE 3/24/2019	3,564.09	
04/05/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190405008120	3,795.25	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/12/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190411015387	3,690.24	
04/22/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190419002120 EE CONTRIB PPE 4/14/2019	3,782.52	
04/24/19	CASH RECEIPT EB TRANSFER REC WITHIN PLAN PAID FROM ACCOUNT # 7942021 TO FUND UPCOMING RETIREMENT AND EXPENSE PAYMENTS	140,000.00	
04/26/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190426003767	3,694.24	
04/26/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY R. MCCARRON SICK LV PAY WIRE REF #190426003764	140.56	
05/03/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190503003308 EE CONTRIB PPE 4/28/2019	3,749.77	
05/13/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190510003247 EE CONTRIB PPE 5/5/2019	3,912.03	
05/17/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190517003533 EE CONTRIB PPE 5/12/2019	3,781.77	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/24/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190524003704 EE CONTRIB PPE 5/19/2019	3,990.77	
06/03/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190531004781 EE CONTRIB PPE 5/26/19	3,883.57	
06/07/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190607003365 EE CONTRIB PPE 6/2/2019	3,863.02	
06/14/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190614003733 EE CONTRIB PPE 6/9/2019	3,844.43	
06/21/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190621003279 EE CONTRIB PPE 6/16/19	3,913.80	
06/28/19	CASH RECEIPT EB TRANSFER REC WITHIN PLAN PAID FROM ACCOUNT # 7972682 TRANSFER OF FUNDS TO CLOSE ACCOUNT	1,492,526.27	
06/28/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190628005129 EE CONTRIB PPE 6/23/19	3,920.08	
07/09/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190708014695 EE CONTRIB PPE 6/30/2019	4,189.74	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/15/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190712010271 EE CONTRIB PPE 7/7/2019	4,127.67	
07/19/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190719003323 EE CONTRIB PPE 7/14/2019	4,003.91	
07/23/19	CASH RECEIPT EB TRANSFER REC WITHIN PLAN PAID FROM ACCOUNT # 7972682 RESIDUAL CASH TRANSFERRED TO CLOSE OUT ACCOUNT	4,118.96	
07/26/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190726003251 EE CONTRIB PPE 7/21/19	4,042.43	
08/05/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190802003479 EE CONTRIB PPE 7/28/19	3,952.20	
08/09/19	CASH RECEIPT EB TRANSFER REC WITHIN PLAN PAID FROM ACCOUNT # 7933907 TRANSFER TO COVER SUNTRUST FINAL FEES	1,391.15	
08/12/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190809003121 EE CONTRIB PPE 8/4/2019	3,957.92	
08/16/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190816003284 EE CONTRIB PPE 8/11/2019	3,778.50	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
08/23/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190823003300 EE CONTRIB PPE 8/18/2019	3,897.62	
08/23/19	CASH RECEIPT CONTRIB EMPLOYER MANDATORY WIRE REF #190823003304 STATE CONTRIBUTION	182,386.17	
08/30/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190830004577 EE CONTRIB PPE 8/25/2019	3,888.90	
09/06/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190906003279 EE CONTRIB PPE 9/1/2019	3,833.04	
09/13/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190913003170 EE CONTRIB PPE 9/8/19	7,051.54	
09/25/19	CASH RECEIPT CONTRIB EMPLOYEE MANDATORY WIRE REF #190924012927 EE CONTRIB PPE 9/15/2019	12,327.29	
	TOTAL OTHER RECEIPTS	**3,051,903.57**	**0.00**

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
	MISC INVESTMENT CHANGES		
01/10/19	CASH RECEIPT LIQUIDATION/LITIGATION PROCEED 55277JAC2: MF GLOBAL SEC LITIGATION 08/08/11-11/21/11	2,015.81	
	SALES & MATURITIES		
10/03/18	SOLD 28,000 PAR VALUE OF COLONY CAPITAL CONV 3.875% 1/15/21 TRADE DATE 10/1/18 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $235.08 28,000 PAR VALUE AT 94.375 %	26,425.00	27,577.03-
10/03/18	SOLD 3,000 PAR VALUE OF MOLINA HLTHCARE CONV 1.125% 1/15/20 TRADE DATE 10/1/18 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $7.31 3,000 PAR VALUE AT 364.1205 %	10,923.62	7,819.93-
10/03/18	SOLD 21,000 PAR VALUE OF CTRIP.COM INTL CONV 1.000% 7/01/20 TRADE DATE 10/1/18 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $53.67 21,000 PAR VALUE AT 98 %	20,580.00	22,153.66-
10/04/18	SOLD 5,000 PAR VALUE OF SERVICENOW INC CONV Z-CPN 6/01/22 TRADE DATE 10/2/18 SOLD THROUGH J.P. MORGAN SECURITIES LLC 5,000 PAR VALUE AT 148.2522 %	6,770.97	6,770.97-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
10/19/18	SOLD 240 SHARES OF REXNORD CORP 5.750% CONV PFD SER A TRADE DATE 10/17/18 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA 240 SHARES AT $58.809	14,113.97	14,144.97-
10/19/18	SOLD 1,000 PAR VALUE OF WELLPOINT INC CONV 2.750% 10/15/42 TRADE DATE 10/17/18 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $0.31 1,000 PAR VALUE AT 387.0633 %	3,870.63	1,506.45-
10/26/18	SOLD 9,000 PAR VALUE OF INTEGRATED DEV CONV 0.875% 11/15/22 TRADE DATE 10/24/18 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $35.22 9,000 PAR VALUE AT 149.2236 %	13,430.12	9,771.49-
11/02/18	SOLD 17,000 PAR VALUE OF RPM INTL INC CONV 2.250% 12/15/20 TRADE DATE 10/31/18 SOLD THROUGH PIPER JAFFRAY & CO. SOLD INTEREST $145.56 17,000 PAR VALUE AT 115.0597 %	19,560.15	20,421.81-
11/02/18	SOLD 10,000 PAR VALUE OF REALPAGE INC CONV 1.500% 11/15/22 TRADE DATE 10/31/18 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $69.58 10,000 PAR VALUE AT 137.0823 %	13,708.23	15,092.83-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
11/05/18	SOLD 290 SHARES OF HESS CORP 8.000% CONV PFD SER A TRADE DATE 11/1/18 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD ON THE OTC BULLETIN BOARD 290 SHARES AT $63.5914	18,441.27	18,056.72-
11/06/18	SOLD 16,000 PAR VALUE OF YAHOO INC CONV Z-CPN 12/01/18 TRADE DATE 11/2/18 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC 16,000 PAR VALUE AT 115.5317 %	17,159.16	17,159.16-
11/06/18	SOLD 15,000 PAR VALUE OF YAHOO INC CONV Z-CPN 12/01/18 TRADE DATE 11/2/18 SOLD THROUGH MORGAN STANLEY & CO. INC 15,000 PAR VALUE AT 115.643 %	16,086.71	16,086.71-
11/13/18	SOLD 2,000 PAR VALUE OF MICRON TECH CONV 2.125% 2/15/33 TRADE DATE 11/8/18 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $10.39 2,000 PAR VALUE AT 371.2708 %	7,425.42	2,568.75-
11/13/18	SOLD 5,000 PAR VALUE OF QUIDEL CORP CONV 3.250% 12/15/20 TRADE DATE 11/8/18 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC SOLD INTEREST $66.81 5,000 PAR VALUE AT 217.052 %	10,852.60	5,588.79-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
11/19/18	SOLD 11,000 PAR VALUE OF PALO ALTO NET CONV Z-CPN 7/01/19 TRADE DATE 11/14/18 SOLD THROUGH OPPENHEIMER & CO. INC. SOLD ON THE OTC BULLETIN BOARD 11,000 PAR VALUE AT 161.704 %	17,787.44	18,268.41-
11/21/18	SOLD 4,000 PAR VALUE OF QUIDEL CORP CONV 3.250% 12/15/20 TRADE DATE 11/19/18 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC SOLD INTEREST $56.33 4,000 PAR VALUE AT 193.8526 %	7,754.10	4,471.04-
11/23/18	SOLD 6,000 PAR VALUE OF NEUROCRINE BIO CONV 2.250% 5/15/24 TRADE DATE 11/20/18 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $3.00 6,000 PAR VALUE AT 133.2235 %	7,993.41	7,884.26-
11/23/18	SOLD 12,000 PAR VALUE OF INSULET CORP CONV 1.250% 9/15/21 TRADE DATE 11/20/18 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $28.33 12,000 PAR VALUE AT 137.3807 %	16,485.68	14,625.00-
11/28/18	SOLD 7,000 PAR VALUE OF SERVICENOW INC CONV Z-CPN 6/01/22 TRADE DATE 11/26/18 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD 7,000 PAR VALUE AT 133.3 %	9,331.00	9,479.35-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
11/29/18	SOLD 3,000 PAR VALUE OF RED HAT INC CONV 0.250% 10/01/19 TRADE DATE 11/27/18 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $1.21 3,000 PAR VALUE AT 239.875 %	7,196.25	3,645.00-
12/04/18	SOLD 6,000 PAR VALUE OF CITRIX SYSTEMS CONV 0.500% 4/15/19 TRADE DATE 11/30/18 SOLD THROUGH NOMURA SECURITIES INTL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $4.08 6,000 PAR VALUE AT 151.7485 %	9,104.91	6,803.49-
12/13/18	SOLD 5,000 PAR VALUE OF INTEL CORP CONV 3.250% 8/01/39 TRADE DATE 12/11/18 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $59.58 5,000 PAR VALUE AT 230.754 %	11,537.70	7,226.46-
12/17/18	SOLD 9,000 PAR VALUE OF ILLUMINA INC CONV 0.500% 6/15/21 TRADE DATE 12/13/18 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $0.25 9,000 PAR VALUE AT 141.8 %	12,762.00	10,367.65-
12/17/18	SOLD 7,000 PAR VALUE OF DEXCOM INC CONV 0.750% 5/15/22 TRADE DATE 12/13/18 SOLD THROUGH BARCLAYS CAPITAL LE SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $4.67 7,000 PAR VALUE AT 137.7975 %	9,645.83	8,427.58-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/18/18	SOLD 7,000 PAR VALUE OF TELADOC INC CONV 3.000% 12/15/22 TRADE DATE 12/14/18 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $1.75 7,000 PAR VALUE AT 142.5624 %	9,979.37	11,095.04-
12/21/18	SOLD 13,000 PAR VALUE OF EVERBRIDGE INC CONV 1.500% 11/01/22 TRADE DATE 12/19/18 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $27.08 13,000 PAR VALUE AT 176.082 %	22,890.66	15,161.25-
12/21/18	SOLD 11,000 PAR VALUE OF HERBALIFE LTD CONV 2.000% 8/15/19 TRADE DATE 12/19/18 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $77.00 11,000 PAR VALUE AT 136.1839 %	14,980.23	10,959.48-
12/21/18	SOLD 385 SHARES OF NEXTERA ENERGY INC 6.123% CONV PFD TRADE DATE 12/19/18 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA 385 SHARES AT $58.488	22,517.58	22,147.66-
12/28/18	SOLD 5 SHARES OF ESSEX PROPERTY TRUST INC REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.20 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 5 SHARES AT $244.80	1,223.78	134.00-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/28/18	SOLD 5 SHARES OF AMERICAN TOWER CORP REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.20 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 5 SHARES AT $157.53	787.44	524.60-
12/28/18	SOLD 5 SHARES OF DIGITAL REALTY TRUST INC REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.20 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 5 SHARES AT $104.68	523.19	390.50-
12/28/18	SOLD 10 SHARES OF CAMDEN PROPERTY TRUST REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 10 SHARES AT $87.28	872.39	934.50-
12/28/18	SOLD 10 SHARES OF MACERICH CO COM REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 10 SHARES AT $42.88	428.39	494.10-
12/28/18	SOLD 10 SHARES OF ALEXANDRIA REAL ESTATE EQ REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 10 SHARES AT $113.97	1,139.29	1,076.10-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/28/18	SOLD 10 SHARES OF JBG SMITH PROPERTIES REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 10 SHARES AT $34.41	343.69	369.90-
12/28/18	SOLD 10 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 10 SHARES AT $28.39	283.49	356.50-
12/28/18	SOLD 15 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $43.43	650.84	544.65-
12/28/18	SOLD 15 SHARES OF REGENCY CENTERS CORPORATION REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE 15 SHARES AT $58.08	870.59	960.90-
12/28/18	SOLD 15 SHARES OF AMERICOLD REALTY TRUST REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $25.24	377.99	367.50-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/28/18	SOLD 15 SHARES OF KILROY RLTY CORP REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $61.72	925.19	568.80-
12/28/18	SOLD 15 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $25.55	382.64	259.20-
12/28/18	SOLD 15 SHARES OF FOUR CORNERS PROPERTY TRUST INC REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $26.14	391.49	273.45-
12/28/18	SOLD 15 SHARES OF TERRENO REALTY CORP REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $34.89	522.74	405.60-
12/28/18	SOLD 15 SHARES OF HIGHWOODS PROPERTIES INC REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $38.56	577.79	666.00-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/28/18	SOLD 20 SHARES OF HEALTHCARE TRUST OF AMER CL A REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.80 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 20 SHARES AT $25.11	501.39	325.40-
12/28/18	SOLD 20 SHARES OF VENTAS INC REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $0.80 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 20 SHARES AT $59.54	1,189.98	1,047.80-
12/28/18	SOLD 30 SHARES OF INVITATION HOMES INC REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $1.20 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 30 SHARES AT $20.04	599.99	525.00-
12/28/18	SOLD 30 SHARES OF CUBESMART REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $1.20 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 30 SHARES AT $29.11	872.09	818.10-
12/28/18	SOLD 35 SHARES OF CORESITE REALTY CORP REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $1.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 35 SHARES AT $85.51	2,991.41	3,707.55-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/28/18	SOLD 45 SHARES OF WELLTOWER INC REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $1.80 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 45 SHARES AT $69.10	3,107.66	2,611.35-
12/28/18	SOLD 60 SHARES OF DIAMONDROCK HOSPITAL REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $2.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 60 SHARES AT $9.05	540.59	711.00-
12/28/18	SOLD 60 SHARES OF EQUITY RESIDENTIAL PPTYS TR REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $2.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 60 SHARES AT $65.42	3,922.75	1,173.60-
12/28/18	SOLD 70 SHARES OF PROLOGIS INC REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $2.80 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 70 SHARES AT $57.97	4,055.05	1,074.50-
12/28/18	SOLD 210 SHARES OF KIMCO REALTY CORP REIT TRADE DATE 12/26/18 SOLD THROUGH WEEDEN AND CO. PAID $8.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 210 SHARES AT $15.02	3,145.76	3,565.80-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/07/19	SOLD 18 SHARES OF ALEXANDRIA REAL ESTATE EQ REIT TRADE DATE 1/3/19 SOLD THROUGH PENSERRA SECURITIES PAID $0.72 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 18 SHARES AT $112.6659	2,027.24	1,936.98-
01/07/19	SOLD 25 SHARES OF KILROY RLTY CORP REIT TRADE DATE 1/3/19 SOLD THROUGH PENSERRA SECURITIES PAID $1.00 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 25 SHARES AT $61.7585	1,542.94	948.00-
01/07/19	SOLD 90 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 1/3/19 SOLD THROUGH PENSERRA SECURITIES PAID $3.60 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 90 SHARES AT $28.1175	2,526.95	3,208.50-
01/08/19	SOLD 15 SHARES OF KILROY RLTY CORP REIT TRADE DATE 1/4/19 SOLD THROUGH PENSERRA SECURITIES PAID $0.60 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 15 SHARES AT $62.7036	939.94	568.80-
01/08/19	SOLD 7 SHARES OF ALEXANDRIA REAL ESTATE EQ REIT TRADE DATE 1/4/19 SOLD THROUGH PENSERRA SECURITIES PAID $0.28 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 7 SHARES AT $113.9196	797.15	753.27-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/14/19	SOLD 45 SHARES OF REGENCY CENTERS CORPORATION REIT TRADE DATE 1/10/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $1.80 BROKERAGE 45 SHARES AT $59.3951	2,670.94	2,882.70-
01/14/19	SOLD 85 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 1/10/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $3.40 BROKERAGE 85 SHARES AT $29.4443	2,499.33	1,468.80-
01/15/19	SOLD 85 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 1/11/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $3.40 BROKERAGE 85 SHARES AT $29.4436	2,499.27	1,468.80-
01/15/19	SOLD 60 SHARES OF HIGHWOODS PROPERTIES INC REIT TRADE DATE 1/11/19 SOLD THROUGH ISI GROUP INC. PAID $2.40 BROKERAGE 60 SHARES AT $41.9519	2,514.67	2,619.17-
01/15/19	MATURED 29,000 PAR VALUE OF ARES CAPITAL CONV 4.375% 1/15/19 TRADE DATE 1/15/19 29,000 PAR VALUE AT 100 %	29,000.00	29,688.75-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/16/19	SOLD 15 SHARES OF SIMON PROPERTY GROUP INC REIT TRADE DATE 1/14/19 SOLD THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $170.6529	2,559.16	273.82-
01/16/19	SOLD 45 SHARES OF PROLOGIS INC REIT TRADE DATE 1/14/19 SOLD THROUGH WEEDEN AND CO. PAID $1.80 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 45 SHARES AT $62.3131	2,802.25	690.75-
01/17/19	SOLD 2,000 PAR VALUE OF WELLPOINT INC CONV 2.750% 10/15/42 TRADE DATE 1/15/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $14.06 2,000 PAR VALUE AT 356.7151 %	7,134.30	3,012.91-
01/18/19	SOLD 70 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 1/16/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $2.80 BROKERAGE 70 SHARES AT $31.3795	2,193.74	2,495.50-
01/18/19	SOLD 5 SHARES OF SIMON PROPERTY GROUP INC REIT TRADE DATE 1/16/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.20 BROKERAGE 5 SHARES AT $171.6305	857.93	91.27-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/18/19	SOLD 45 SHARES OF HIGHWOODS PROPERTIES INC REIT TRADE DATE 1/16/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC PAID $1.80 BROKERAGE 45 SHARES AT $41.9659	1,886.64	1,964.38-
01/22/19	SOLD 145 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 1/17/19 SOLD THROUGH IVY SECURITY INC PAID $5.80 BROKERAGE 145 SHARES AT $31.2531	4,525.84	5,169.25-
01/23/19	SOLD 165 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 1/18/19 SOLD THROUGH IVY SECURITY INC PAID $6.60 BROKERAGE 165 SHARES AT $31.3882	5,172.38	5,882.25-
01/24/19	SOLD 55 SHARES OF MACERICH CO COM REIT TRADE DATE 1/22/19 SOLD THROUGH WEEDEN AND CO. PAID $2.20 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 55 SHARES AT $45.222	2,484.98	2,671.04-
01/24/19	SOLD 111 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 1/22/19 SOLD THROUGH WEEDEN AND CO. PAID $4.44 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 111 SHARES AT $30.5973	3,391.82	3,957.15-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/24/19	SOLD 35 SHARES OF KILROY RLTY CORP REIT TRADE DATE 1/22/19 SOLD THROUGH WEEDEN AND CO. PAID $1.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 35 SHARES AT $68.0794	2,381.35	1,343.60-
01/24/19	SOLD 25 SHARES OF CORESITE REALTY CORP REIT TRADE DATE 1/22/19 SOLD THROUGH WEEDEN AND CO. PAID $1.00 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 25 SHARES AT $92.9835	2,323.56	2,638.66-
01/24/19	SOLD 85 SHARES OF DUKE REALTY CORP REIT TRADE DATE 1/22/19 SOLD THROUGH WEEDEN AND CO. PAID $3.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 85 SHARES AT $28.1619	2,390.33	2,286.37-
01/24/19	SOLD 115 SHARES OF INVITATION HOMES INC REIT TRADE DATE 1/22/19 SOLD THROUGH WEEDEN AND CO. PAID $4.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 115 SHARES AT $21.0985	2,421.70	2,020.61-
01/25/19	SOLD 64 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 1/23/19 SOLD THROUGH WEEDEN AND CO. PAID $2.56 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 64 SHARES AT $16.1749	1,032.62	1,008.22-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/28/19	SOLD 260 SHARES OF HESS CORP 8.000% CONV PFD SER A TRADE DATE 1/24/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA 260 SHARES AT $55.6487	14,468.47	16,188.79-
01/28/19	SOLD 60 SHARES OF ALEXANDER & BALDWIN INC REIT TRADE DATE 1/24/19 SOLD THROUGH WEEDEN AND CO. PAID $2.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 60 SHARES AT $21.9667	1,315.58	1,248.17-
01/28/19	SOLD 90 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 1/24/19 SOLD THROUGH MORGAN STANLEY & CO. INC PAID $3.60 BROKERAGE 90 SHARES AT $16.3201	1,465.19	1,417.82-
01/31/19	SOLD 8,000 PAR VALUE OF INTEGRATED DEV CONV 0.875% 11/15/22 TRADE DATE 1/29/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $14.78 8,000 PAR VALUE AT 155.4957 %	12,439.66	8,685.78-
02/01/19	SOLD 8,000 PAR VALUE OF ILLUMINA INC CONV Z-CPN 6/15/19 TRADE DATE 1/30/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH 8,000 PAR VALUE AT 112.625 %	9,010.00	9,452.70-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/01/19	SOLD 9,000 PAR VALUE OF ILLUMINA INC CONV 0.500% 6/15/21 TRADE DATE 1/30/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $5.75 9,000 PAR VALUE AT 124 %	11,160.00	10,367.64-
02/01/19	MATURED 21,000 PAR VALUE OF KB HOME CONV 1.375% 2/01/19 TRADE DATE 2/1/19 21,000 PAR VALUE AT 100 %	21,000.00	22,601.25-
02/06/19	SOLD 125 SHARES OF MACERICH CO COM REIT TRADE DATE 2/4/19 SOLD THROUGH PENSERRA SECURITIES PAID $5.00 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 125 SHARES AT $45.5713	5,691.34	6,070.54-
02/06/19	SOLD 145 SHARES OF DIGITAL REALTY TRUST INC REIT TRADE DATE 2/4/19 SOLD THROUGH IVY SECURITY INC PAID $5.80 BROKERAGE 145 SHARES AT $108.677	15,752.16	11,405.89-
02/06/19	SOLD 25 SHARES OF DIGITAL REALTY TRUST INC REIT TRADE DATE 2/1/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH PAID $1.00 BROKERAGE 25 SHARES AT $107.7488	2,692.68	1,966.53-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/07/19	SOLD 55,000 PAR VALUE OF WRIGHT MEDICAL CONV 2.000% 2/15/20 TRADE DATE 2/5/19 SOLD THROUGH DEUTSCHE BANK SECURITIES INC SOLD INTEREST $525.56 55,000 PAR VALUE AT 111.412 %	61,276.60	60,933.23-
02/07/19	SOLD 316 SHARES OF MACERICH CO COM REIT TRADE DATE 2/5/19 SOLD THROUGH WEEDEN AND CO. PAID $12.64 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 316 SHARES AT $45.3064	14,303.99	15,346.32-
02/07/19	SOLD 88 SHARES OF DIGITAL REALTY TRUST INC REIT TRADE DATE 2/5/19 SOLD THROUGH PENSERRA SECURITIES PAID $3.52 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 88 SHARES AT $110.1543	9,689.93	6,922.20-
02/07/19	SOLD 275 SHARES OF DIAMONDROCK HOSPITAL REIT TRADE DATE 2/5/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $11.00 BROKERAGE 275 SHARES AT $10.3192	2,826.74	3,087.06-
02/07/19	SOLD 20 SHARES OF ALEXANDRIA REAL ESTATE EQ REIT TRADE DATE 2/5/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $0.80 BROKERAGE 20 SHARES AT $129.7027	2,593.21	2,158.73-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/07/19	SOLD 25 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 2/5/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $1.00 BROKERAGE 25 SHARES AT $116.7743	2,918.32	2,605.58-
02/07/19	SOLD 45 SHARES OF PROLOGIS INC REIT TRADE DATE 2/5/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $1.80 BROKERAGE 45 SHARES AT $69.5835	3,129.41	739.55-
02/08/19	SOLD 6,000 PAR VALUE OF INTEL CORP CONV 3.250% 8/01/39 TRADE DATE 2/6/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $3.79 6,000 PAR VALUE AT 244.225 %	14,653.50	8,671.75-
02/11/19	SOLD 5 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 2/7/19 SOLD THROUGH RBC CAPITAL MARKETS CORP PAID $0.20 BROKERAGE 5 SHARES AT $115.52	577.39	521.12-
02/12/19	SOLD 20 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 2/8/19 SOLD THROUGH WEEDEN AND CO. PAID $0.80 BROKERAGE 20 SHARES AT $114.9361	2,297.89	2,084.46-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/12/19	SOLD 250 SHARES OF INVITATION HOMES INC REIT TRADE DATE 2/8/19 SOLD THROUGH RAYMOND JAMES & ASSOCS INC. PAID $10.00 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 250 SHARES AT $22.719242	5,669.73	4,392.63-
02/13/19	SOLD 120 SHARES OF INVITATION HOMES INC REIT TRADE DATE 2/11/19 SOLD THROUGH MORGAN STANLEY & CO. INC PAID $4.80 BROKERAGE 120 SHARES AT $22.9526	2,749.47	2,108.46-
02/13/19	SOLD 60 SHARES OF INVITATION HOMES INC REIT TRADE DATE 2/11/19 SOLD THROUGH ISI GROUP INC. PAID $2.40 BROKERAGE 60 SHARES AT $22.9506	1,374.62	1,054.23-
02/13/19	SOLD 95 SHARES OF INVITATION HOMES INC REIT TRADE DATE 2/11/19 SOLD THROUGH GREEN STREET TRADING, LLC PAID $3.80 BROKERAGE 95 SHARES AT $22.9317	2,174.68	1,669.20-
02/14/19	SOLD 100 SHARES OF INVITATION HOMES INC REIT TRADE DATE 2/12/19 SOLD THROUGH MORGAN STANLEY & CO. INC PAID $4.00 BROKERAGE 100 SHARES AT $22.8433	2,280.30	1,757.05-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/14/19	SOLD 130 SHARES OF INVITATION HOMES INC REIT TRADE DATE 2/12/19 SOLD THROUGH GREEN STREET TRADING, LLC PAID $5.20 BROKERAGE 130 SHARES AT $22.8493	2,965.17	2,284.16-
02/15/19	SOLD 75 SHARES OF INVITATION HOMES INC REIT TRADE DATE 2/13/19 SOLD THROUGH MORGAN STANLEY & CO. INC PAID $3.00 BROKERAGE 75 SHARES AT $22.858	1,711.32	1,317.79-
02/15/19	SOLD 211 SHARES OF INVITATION HOMES INC REIT TRADE DATE 2/13/19 SOLD THROUGH WEEDEN AND CO. PAID $8.44 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 211 SHARES AT $22.9254	4,828.76	3,707.38-
02/15/19	SOLD 255 SHARES OF INVITATION HOMES INC REIT TRADE DATE 2/13/19 SOLD THROUGH GREEN STREET TRADING, LLC PAID $10.20 BROKERAGE 255 SHARES AT $22.8554	5,817.85	4,480.48-
02/15/19	MATURED 39,000 PAR VALUE OF AKAMAI TECH CONV Z-CPN 2/15/19 TRADE DATE 2/15/19 39,000 PAR VALUE AT 100 %	39,000.00	39,815.63-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/19/19	SOLD 60 SHARES OF WELLTOWER INC REIT TRADE DATE 2/14/19 SOLD THROUGH IVY SECURITY INC PAID $2.40 BROKERAGE 60 SHARES AT $77.6426	4,656.09	3,494.61-
02/19/19	SOLD 10 SHARES OF WELLTOWER INC REIT TRADE DATE 2/14/19 SOLD THROUGH ISI GROUP INC. PAID $0.40 BROKERAGE 10 SHARES AT $77.7043	776.62	582.44-
02/20/19	SOLD 185 SHARES OF WELLTOWER INC REIT TRADE DATE 2/15/19 SOLD THROUGH ISI GROUP INC. PAID $7.40 BROKERAGE 185 SHARES AT $77.4621	14,322.90	10,775.06-
02/21/19	SOLD 40 SHARES OF VENTAS INC REIT TRADE DATE 2/19/19 SOLD THROUGH IVY SECURITY INC PAID $1.60 BROKERAGE 40 SHARES AT $64.7554	2,588.58	2,125.07-
02/21/19	SOLD 92 SHARES OF WELLTOWER INC REIT TRADE DATE 2/19/19 SOLD THROUGH PENSERRA SECURITIES PAID $3.68 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 92 SHARES AT $76.9012	7,071.14	5,358.41-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/22/19	SOLD 2,000 PAR VALUE OF RED HAT INC CONV 0.250% 10/01/19 TRADE DATE 2/20/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $1.96 2,000 PAR VALUE AT 247.163 %	4,943.26	2,430.00-
02/22/19	SOLD 130 SHARES OF VENTAS INC REIT TRADE DATE 2/20/19 SOLD THROUGH MKM PARTNERS LLC PAID $5.20 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 130 SHARES AT $63.5267	8,253.16	6,906.46-
02/25/19	SOLD 50 SHARES OF VENTAS INC REIT TRADE DATE 2/21/19 SOLD THROUGH MKM PARTNERS LLC PAID $2.00 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 50 SHARES AT $63.6983	3,182.88	2,656.33-
02/25/19	SOLD 165 SHARES OF KIMCO REALTY CORP REIT TRADE DATE 2/21/19 SOLD THROUGH MKM PARTNERS LLC PAID $6.60 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 165 SHARES AT $17.569	2,892.25	2,788.51-
02/26/19	SOLD 320 SHARES OF WELLTOWER 6.500% PFD CONV SER I REIT TRADE DATE 2/22/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA 320 SHARES AT $66.841	21,388.84	19,848.60-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/27/19	SOLD 25 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 2/25/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH PAID $1.00 BROKERAGE 25 SHARES AT $129.2837	3,231.05	2,605.58-
02/28/19	SOLD 265 SHARES OF DIAMONDROCK HOSPITAL REIT TRADE DATE 2/26/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $10.60 BROKERAGE 265 SHARES AT $10.7965	2,850.43	2,974.81-
03/01/19	MATURED 38,000 PAR VALUE OF TESLA MTRS INC CONV 0.250% 3/01/19 TRADE DATE 3/1/19 38,000 PAR VALUE AT 100 %	38,000.00	37,022.53-
03/04/19	SOLD 23,000 PAR VALUE OF MICRON TECH CONV 3.000% 11/15/43 TRADE DATE 2/28/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $208.92 23,000 PAR VALUE AT 140.0872 %	32,220.06	24,376.83-
03/04/19	SOLD 20 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 2/28/19 SOLD THROUGH WEEDEN AND CO. PAID $0.80 BROKERAGE 20 SHARES AT $125.6693	2,512.56	2,084.46-
03/04/19	SOLD 0.0783 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 3/4/19 SOLD THROUGH CA CASH IN LIEU 0.0783 SHARES AT $49.0003	3.84	3.28-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
	FRACTIONAL SHARES SOLD @ $49.0003		
03/11/19	SOLD 80 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 3/7/19 SOLD THROUGH WEEDEN AND CO. PAID $3.20 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 80 SHARES AT $17.9483	1,432.64	1,260.28-
03/13/19	SOLD 25 SHARES OF EXTRA SPACE STORAGE INC REIT TRADE DATE 3/11/19 SOLD THROUGH WEEDEN AND CO. PAID $1.00 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 25 SHARES AT $98.3664	2,458.13	725.38-
03/13/19	SOLD 30 SHARES OF CAMDEN PROPERTY TRUST REIT TRADE DATE 3/11/19 SOLD THROUGH WEEDEN AND CO. PAID $1.20 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 30 SHARES AT $99.892	2,995.52	2,815.64-
03/13/19	SOLD 255 SHARES OF DIAMONDROCK HOSPITAL REIT TRADE DATE 3/11/19 SOLD THROUGH WEEDEN AND CO. PAID $10.20 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 255 SHARES AT $10.7312	2,726.22	2,862.55-
03/15/19	SOLD 80 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 3/13/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $3.20 BROKERAGE 80 SHARES AT $18.3466	1,464.51	1,260.28-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/26/19	SOLD 25 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 3/22/19 SOLD THROUGH PENSERRA SECURITIES PAID $1.00 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 25 SHARES AT $123.7356	3,092.35	2,678.55-
03/27/19	SOLD 22,000 PAR VALUE OF HERBALIFE LTD CONV 2.000% 8/15/19 TRADE DATE 3/25/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $51.33 22,000 PAR VALUE AT 128.875 %	28,352.50	21,918.94-
03/27/19	SOLD 28,000 PAR VALUE OF CITRIX SYSTEMS CONV 0.500% 4/15/19 TRADE DATE 3/25/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $63.00 28,000 PAR VALUE AT 141.3218 %	39,570.10	31,749.64-
03/28/19	SOLD 6,000 PAR VALUE OF DEXCOM INC CONV 0.750% 5/15/22 TRADE DATE 3/26/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $16.62 6,000 PAR VALUE AT 135.3 %	8,118.00	7,223.64-
03/28/19	SOLD 1,000 PAR VALUE OF MOLINA HLTHCARE CONV 1.125% 1/15/20 TRADE DATE 3/26/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC SOLD INTEREST $2.28 1,000 PAR VALUE AT 318.6818 %	3,186.82	2,606.64-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/28/19	SOLD 3,000 PAR VALUE OF INSULET CORP CONV 1.250% 9/15/21 TRADE DATE 3/26/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $1.35 3,000 PAR VALUE AT 167.3 %	5,019.00	3,656.25-
03/28/19	SOLD 23,000 PAR VALUE OF EXACT SCIENCES CONV 1.000% 1/15/25 TRADE DATE 3/26/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $46.64 23,000 PAR VALUE AT 138.68 %	31,896.40	23,397.42-
04/02/19	SOLD 11,000 PAR VALUE OF REALPAGE INC CONV 1.500% 11/15/22 TRADE DATE 3/29/19 SOLD THROUGH NOMURA SECURITIES INTL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $62.79 11,000 PAR VALUE AT 154.8838 %	17,037.22	16,602.11-
04/02/19	SOLD 6,000 PAR VALUE OF RED HAT INC CONV 0.250% 10/01/19 TRADE DATE 3/29/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC SOLD INTEREST $0.04 6,000 PAR VALUE AT 246.7201 %	14,803.21	7,290.00-
04/02/19	SOLD 8,000 PAR VALUE OF HUBSPOT INC CONV 0.250% 6/01/22 TRADE DATE 3/27/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $6.56 8,000 PAR VALUE AT 176.375 %	14,110.00	10,948.00-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/03/19	SOLD 105 SHARES OF HEALTHCARE TRUST OF AMER CL A REIT TRADE DATE 3/29/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH PAID $4.20 BROKERAGE 105 SHARES AT $28.7016	3,009.43	1,729.33-
04/04/19	SOLD 15 SHARES OF SIMON PROPERTY GROUP INC REIT TRADE DATE 4/2/19 SOLD THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $182.018	2,729.63	669.32-
04/04/19	SOLD 15 SHARES OF AMERICAN TOWER CORP REIT TRADE DATE 4/2/19 SOLD THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $193.3819	2,900.09	1,621.87-
04/05/19	SOLD 15 SHARES OF SIMON PROPERTY GROUP INC REIT TRADE DATE 4/3/19 SOLD THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $182.8592	2,742.25	669.32-
04/11/19	SOLD 80 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 4/9/19 SOLD THROUGH PENSERRA SECURITIES PAID $3.20 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 80 SHARES AT $18.1878	1,451.80	1,299.71-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/11/19	SOLD 35 SHARES OF JBG SMITH PROPERTIES REIT TRADE DATE 4/9/19 SOLD THROUGH PENSERRA SECURITIES PAID $1.40 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 35 SHARES AT $42.3878	1,482.15	1,294.74-
04/11/19	SOLD 35 SHARES OF TERRENO REALTY CORP REIT TRADE DATE 4/9/19 SOLD THROUGH WEEDEN AND CO. PAID $1.40 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 35 SHARES AT $42.7842	1,496.03	954.29-
04/11/19	SOLD 5 SHARES OF EQUINIX INC REIT TRADE DATE 4/9/19 SOLD THROUGH WEEDEN AND CO. PAID $0.20 BROKERAGE 5 SHARES AT $460.7878	2,303.71	1,494.36-
04/11/19	SOLD 20 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 4/9/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.80 BROKERAGE 20 SHARES AT $133.498	2,669.12	2,142.84-
04/12/19	SOLD 50 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 4/10/19 SOLD THROUGH WEEDEN AND CO. PAID $2.00 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 50 SHARES AT $32.4914	1,622.55	1,005.38-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/12/19	SOLD 25 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 4/10/19 SOLD THROUGH WEEDEN AND CO. PAID $1.00 BROKERAGE 25 SHARES AT $132.7962	3,318.87	2,678.56-
04/15/19	MATURED 42,000 PAR VALUE OF NAVISTAR INTL CONV 4.750% 4/15/19 TRADE DATE 4/15/19 42,000 PAR VALUE AT 100 %	42,000.00	45,470.80-
04/24/19	SOLD 13,000 PAR VALUE OF ALLSCRIPTS HEAL CONV 1.250% 7/01/20 TRADE DATE 4/22/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $51.01 13,000 PAR VALUE AT 97.75 %	12,707.50	14,179.86-
04/24/19	SOLD 6,000 PAR VALUE OF PACIRA PHARMA CONV 2.375% 4/01/22 TRADE DATE 4/22/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $9.10 6,000 PAR VALUE AT 98.75 %	5,925.00	6,460.03-
04/24/19	SOLD 2,000 PAR VALUE OF MICROCHIP TECH CONV 1.625% 2/15/25 TRADE DATE 4/22/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC SOLD INTEREST $6.23 2,000 PAR VALUE AT 195 %	3,900.00	2,551.09-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/24/19	SOLD 6,000 PAR VALUE OF LIBERTY MEDIA CONV 1.375% 10/15/23 TRADE DATE 4/22/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $2.06 6,000 PAR VALUE AT 117 %	7,020.00	6,026.70-
04/24/19	SOLD 5,000 PAR VALUE OF NATIONAL HEALTH CONV 3.250% 4/01/21 TRADE DATE 4/22/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC SOLD INTEREST $10.38 5,000 PAR VALUE AT 110.3 %	5,515.00	5,073.92-
04/24/19	SOLD 2,000 PAR VALUE OF MICROCHIP TECH CONV 1.625% 2/15/27 TRADE DATE 4/22/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC SOLD INTEREST $6.23 2,000 PAR VALUE AT 127.7 %	2,554.00	2,505.35-
04/24/19	SOLD 6,000 PAR VALUE OF TWITTER INC CONV 0.250% 9/15/19 TRADE DATE 4/22/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $1.62 6,000 PAR VALUE AT 98.68 %	5,920.80	5,767.50-
04/24/19	SOLD 5,000 PAR VALUE OF RTI INTL METALS CONV 1.625% 10/15/19 TRADE DATE 4/22/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $2.03 5,000 PAR VALUE AT 99.0625 %	4,953.13	5,461.97-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/24/19	SOLD 7,000 PAR VALUE OF ROYAL GOLD INC CONV 2.875% 6/15/19 TRADE DATE 4/22/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $72.11 7,000 PAR VALUE AT 99.9 %	6,993.00	7,831.25-
04/24/19	SOLD 5,000 PAR VALUE OF ECHO GLOBAL CONV 2.500% 5/01/20 TRADE DATE 4/22/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $60.07 5,000 PAR VALUE AT 98.6 %	4,930.00	5,173.31-
04/24/19	SOLD 4,000 PAR VALUE OF WHITING PETROL CONV 1.250% 4/01/20 TRADE DATE 4/22/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $3.19 4,000 PAR VALUE AT 97 %	3,880.00	3,828.00-
04/24/19	SOLD 3 SHARES OF BK OF AMERICA 7.250% CONV PFD SER L TRADE DATE 4/22/19 SOLD THROUGH INSTINET PAID $0.09 BROKERAGE 3 SHARES AT $1,322.00	3,965.82	3,289.21-
04/24/19	SOLD 70 SHARES OF BECTON DICKINSON & CO 6.125% CV PFD TRADE DATE 4/22/19 SOLD THROUGH INSTINET PAID $2.10 BROKERAGE 70 SHARES AT $56.45	3,949.31	3,768.25-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/24/19	SOLD 4 SHARES OF WELLS FARGO 7.500% CONV PFD SER L TRADE DATE 4/22/19 SOLD THROUGH INSTINET PAID $0.12 BROKERAGE 4 SHARES AT $1,305.00	5,219.77	4,746.06-
04/24/19	SOLD 0.2689 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 4/24/19 SOLD THROUGH CA CASH IN LIEU 0.2689 SHARES AT $49.93 FRACTIONAL SHARES SOLD @ $49.93	13.43	11.37-
04/25/19	SOLD 24,000 PAR VALUE OF BIOMARTIN PHARM CONV 1.500% 10/15/20 TRADE DATE 4/23/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $10.00 24,000 PAR VALUE AT 112.7 %	27,048.00	27,858.44-
04/25/19	SOLD 5,000 PAR VALUE OF JAZZ INVTS I CONV 1.875% 8/15/21 TRADE DATE 4/23/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $18.23 5,000 PAR VALUE AT 99.5 %	4,975.00	5,586.46-
04/25/19	SOLD 12,000 PAR VALUE OF INPHI CORP CONV 1.125% 12/01/20 TRADE DATE 4/23/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $54.00 12,000 PAR VALUE AT 128.4813 %	15,417.76	15,838.12-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/25/19	SOLD 30 SHARES OF SEMPRA ENERGY 6.000% CONV PFD SER A TRADE DATE 4/23/19 SOLD THROUGH INSTINET PAID $0.90 BROKERAGE 30 SHARES AT $105.64	3,168.23	3,085.97-
04/26/19	SOLD 4,000 PAR VALUE OF ATLAS AIR WORLD CONV 2.250% 6/01/22 TRADE DATE 4/24/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC SOLD INTEREST $36.25 4,000 PAR VALUE AT 103.85 %	4,154.00	4,657.35-
04/26/19	SOLD 29,000 PAR VALUE OF ALLSCRIPTS HEAL CONV 1.250% 7/01/20 TRADE DATE 4/24/19 SOLD THROUGH MORGAN STANLEY & CO. INC SOLD INTEREST $115.80 29,000 PAR VALUE AT 98.125 %	28,456.25	31,631.99-
04/26/19	SOLD 4,000 PAR VALUE OF HERBALIFE LTD CONV 2.625% 3/15/24 TRADE DATE 4/24/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $11.96 4,000 PAR VALUE AT 103.625 %	4,145.00	4,322.50-
04/29/19	SOLD 60 SHARES OF NEXTERA ENERGY INC 6.123% CONV PFD TRADE DATE 4/24/19 SOLD THROUGH INSTINET PAID $1.80 BROKERAGE 60 SHARES AT $61.21	3,670.72	3,451.58-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/01/19	SOLD 16,000 PAR VALUE OF SEACOR HOLDINGS CONV 3.250% 5/15/30 TRADE DATE 4/29/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $239.78 16,000 PAR VALUE AT 92 %	14,720.00	16,374.72-
05/02/19	SOLD 15,000 PAR VALUE OF ENVESTNET INC CONV 1.750% 12/15/19 TRADE DATE 4/30/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $99.90 15,000 PAR VALUE AT 116.9115 %	17,536.73	15,913.23-
05/02/19	SOLD 8,000 PAR VALUE OF EURONET WORLD CONV 1.500% 10/01/44 TRADE DATE 4/30/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $10.33 8,000 PAR VALUE AT 203.7053 %	16,296.42	13,226.08-
05/02/19	SOLD 20 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 4/30/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.80 BROKERAGE 20 SHARES AT $136.387	2,726.88	2,142.84-
05/02/19	SOLD 10 SHARES OF EQUINIX INC REIT TRADE DATE 4/30/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.40 BROKERAGE 10 SHARES AT $454.5939	4,545.44	2,988.71-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/02/19	SOLD 80 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 4/30/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC PAID $3.20 BROKERAGE 80 SHARES AT $19.6522	1,568.94	1,299.71-
05/03/19	SOLD 125 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 5/1/19 SOLD THROUGH PENSERRA SECURITIES PAID $5.00 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 125 SHARES AT $19.6728	2,454.05	2,030.80-
05/03/19	SOLD 20 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 5/1/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.80 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 20 SHARES AT $49.34	985.97	845.90-
05/07/19	SOLD 15,000 PAR VALUE OF ROYAL GOLD INC CONV 2.875% 6/15/19 TRADE DATE 5/3/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $170.10 15,000 PAR VALUE AT 99.92 %	14,988.00	16,781.25-
05/07/19	SOLD 90 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 5/3/19 SOLD THROUGH WEEDEN AND CO. PAID $3.60 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 90 SHARES AT $19.6894	1,768.41	1,462.17-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/07/19	SOLD 20 SHARES OF SIMON PROPERTY GROUP INC REIT TRADE DATE 5/3/19 SOLD THROUGH WEEDEN AND CO. PAID $0.80 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 20 SHARES AT $179.2418	3,583.97	892.43-
05/07/19	SOLD 65 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 5/3/19 SOLD THROUGH MORGAN STANLEY & CO. INC PAID $2.60 BROKERAGE 65 SHARES AT $19.6501	1,274.63	1,056.01-
05/08/19	SOLD 20 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 5/6/19 SOLD THROUGH RBC CAPITAL MARKETS CORP PAID $0.80 BROKERAGE 20 SHARES AT $19.604	391.27	324.93-
05/08/19	SOLD 5 SHARES OF KILROY RLTY CORP REIT TRADE DATE 5/6/19 SOLD THROUGH RBC CAPITAL MARKETS CORP PAID $0.20 BROKERAGE 5 SHARES AT $77.7266	388.42	191.94-
05/08/19	SOLD 120 SHARES OF VENTAS INC REIT TRADE DATE 5/6/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $4.80 BROKERAGE 120 SHARES AT $62.0307	7,438.72	6,425.98-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/09/19	SOLD 3,000 PAR VALUE OF NUANCE COMMUNI CONV 1.250% 4/01/25 TRADE DATE 5/7/19 SOLD THROUGH BARCLAYS CAPITAL LE SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $3.96 3,000 PAR VALUE AT 99 %	2,970.00	2,971.43-
05/09/19	SOLD 40 SHARES OF KILROY RLTY CORP REIT TRADE DATE 5/7/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC PAID $1.60 BROKERAGE 40 SHARES AT $76.3554	3,052.55	1,535.54-
05/09/19	SOLD 132 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 5/7/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC PAID $5.28 BROKERAGE 132 SHARES AT $19.3545	2,549.45	2,144.52-
05/09/19	SOLD 120 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 5/7/19 SOLD THROUGH MORGAN STANLEY & CO. INC PAID $4.80 BROKERAGE 120 SHARES AT $19.40	2,323.15	1,949.56-
05/09/19	SOLD 185 SHARES OF AMERICOLD REALTY TRUST REIT TRADE DATE 5/7/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC PAID $7.40 BROKERAGE 185 SHARES AT $31.8189	5,878.97	4,925.07-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/09/19	SOLD 85 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 5/7/19 SOLD THROUGH ISI GROUP INC. PAID $3.40 BROKERAGE 85 SHARES AT $19.1903	1,627.74	1,380.95-
05/10/19	SOLD 15 SHARES OF KILROY RLTY CORP REIT TRADE DATE 5/8/19 SOLD THROUGH JONES TRADING INSTITUTAL SVC PAID $0.30 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 15 SHARES AT $76.5639	1,148.14	575.83-
05/13/19	SOLD 1,000 PAR VALUE OF MOLINA HLTHCARE CONV 1.125% 1/15/20 TRADE DATE 5/9/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC SOLD INTEREST $3.69 1,000 PAR VALUE AT 311 %	3,110.00	2,606.64-
05/13/19	SOLD 65 SHARES OF HIGHWOODS PROPERTIES INC REIT TRADE DATE 5/9/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC PAID $2.60 BROKERAGE 65 SHARES AT $44.2666	2,874.67	2,859.00-
05/14/19	SOLD 13,000 PAR VALUE OF INTERCEPT PHARM CONV 3.250% 7/01/23 TRADE DATE 5/10/19 SOLD THROUGH MORGAN STANLEY & CO. INC SOLD INTEREST $156.09 13,000 PAR VALUE AT 92.6 %	12,038.00	12,935.94-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/14/19	SOLD 45 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 5/10/19 SOLD THROUGH ISI GROUP INC. PAID $1.80 BROKERAGE 45 SHARES AT $31.7785	1,428.20	1,407.83-
05/16/19	SOLD 20 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 5/14/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL PAID $0.80 BROKERAGE 20 SHARES AT $130.3994	2,607.13	2,201.49-
05/17/19	SOLD 8,000 PAR VALUE OF INSULET CORP CONV 1.250% 9/15/21 TRADE DATE 5/15/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $17.22 8,000 PAR VALUE AT 179.8 %	14,384.00	9,750.00-
05/17/19	SOLD 300 SHARES OF BECTON DICKINSON & CO 6.125% CV PFD TRADE DATE 5/15/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA 300 SHARES AT $56.6204	16,985.76	16,149.66-
05/17/19	SOLD 95 SHARES OF VENTAS INC REIT TRADE DATE 5/15/19 SOLD THROUGH RAYMOND JAMES & ASSOCS INC. PAID $3.80 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 95 SHARES AT $64.198706	6,094.95	5,087.24-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/20/19	SOLD 7,000 PAR VALUE OF INTEL CORP CONV 3.250% 8/01/39 TRADE DATE 5/16/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $68.88 7,000 PAR VALUE AT 224.3747 %	15,706.23	10,117.03-
05/23/19	SOLD 26,000 PAR VALUE OF ECHO GLOBAL CONV 2.500% 5/01/20 TRADE DATE 5/21/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $39.72 26,000 PAR VALUE AT 98.625 %	25,642.50	26,901.21-
05/23/19	SOLD 16,000 PAR VALUE OF DYCOM INDUST CONV 0.750% 9/15/21 TRADE DATE 5/21/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $22.67 16,000 PAR VALUE AT 97.4375 %	15,590.00	17,706.90-
05/24/19	SOLD 40 SHARES OF PROLOGIS INC REIT TRADE DATE 5/22/19 SOLD THROUGH ISI GROUP INC. PAID $1.60 BROKERAGE 40 SHARES AT $76.4395	3,055.91	910.89-
05/24/19	SOLD 25 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 5/22/19 SOLD THROUGH ISI GROUP INC. PAID $1.00 BROKERAGE 25 SHARES AT $128.0749	3,200.80	2,751.87-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/28/19	SOLD 11,000 PAR VALUE OF INTERCEPT PHARM CONV 3.250% 7/01/23 TRADE DATE 5/23/19 SOLD THROUGH MORGAN STANLEY & CO. INC SOLD INTEREST $145.98 11,000 PAR VALUE AT 91.5 %	10,065.00	10,945.79-
05/28/19	SOLD 120 SHARES OF DOMINION ENRGY 6.750% CONV PFD SER A TRADE DATE 5/23/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA 120 SHARES AT $49.86	5,983.07	5,824.02-
05/31/19	SOLD 21,000 PAR VALUE OF NATIONAL HEALTH CONV 3.250% 4/01/21 TRADE DATE 5/29/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC SOLD INTEREST $113.75 21,000 PAR VALUE AT 116.0381 %	24,368.00	21,310.45-
05/31/19	SOLD 4,000 PAR VALUE OF CHENIERE ENERGY CONV 4.250% 3/15/45 TRADE DATE 5/29/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $35.89 4,000 PAR VALUE AT 77.25 %	3,090.00	2,921.06-
05/31/19	SOLD 3,000 PAR VALUE OF DISH NETWORK CONV 3.375% 8/15/26 TRADE DATE 5/29/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $29.81 3,000 PAR VALUE AT 90.2 %	2,706.00	2,630.62-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/31/19	SOLD 3 SHARES OF CROWN CASTLE 6.875% CONV PFD SER A TRADE DATE 5/29/19 SOLD THROUGH INSTINET PAID $0.09 BROKERAGE 3 SHARES AT $1,158.0686	3,474.04	3,175.78-
05/31/19	SOLD 145 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 5/29/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $5.80 BROKERAGE 145 SHARES AT $49.6343	7,191.02	6,132.74-
05/31/19	SOLD 25 SHARES OF ESSEX PROPERTY TRUST INC REIT TRADE DATE 5/29/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $1.00 BROKERAGE 25 SHARES AT $286.7416	7,167.39	1,352.46-
06/03/19	SOLD 36,000 PAR VALUE OF TWITTER INC CONV 0.250% 9/15/19 TRADE DATE 5/30/19 SOLD THROUGH OPPENHEIMER & CO. INC. SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $19.50 36,000 PAR VALUE AT 99 %	35,640.00	34,605.00-
06/03/19	SOLD 8,000 PAR VALUE OF RH CONV Z-CPN 7/15/20 TRADE DATE 5/30/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH 8,000 PAR VALUE AT 102.4176 %	8,193.41	10,951.08-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/03/19	SOLD 14,000 PAR VALUE OF ILLUMINA INC CONV Z-CPN 6/15/19 TRADE DATE 5/30/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC 14,000 PAR VALUE AT 121.8563 %	16,542.22	16,542.22-
06/03/19	SOLD 7,000 PAR VALUE OF TELADOC INC CONV 3.000% 12/15/22 TRADE DATE 5/30/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $98.00 7,000 PAR VALUE AT 153.875 %	10,771.25	11,095.04-
06/03/19	SOLD 5,000 PAR VALUE OF INTEL CORP CONV 3.250% 8/01/39 TRADE DATE 5/30/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $55.07 5,000 PAR VALUE AT 219.6949 %	10,984.75	7,226.46-
06/03/19	SOLD 13,000 PAR VALUE OF GUIDEWIRE SOFT CONV 1.250% 3/15/25 TRADE DATE 5/30/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $35.21 13,000 PAR VALUE AT 111.4827 %	14,492.75	13,287.57-
06/04/19	SOLD 35 SHARES OF PROLOGIS INC REIT TRADE DATE 5/31/19 SOLD THROUGH IVY SECURITY INC PAID $1.40 BROKERAGE 35 SHARES AT $73.8865	2,584.57	797.03-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/04/19	SOLD 35 SHARES OF ALEXANDRIA REAL ESTATE EQ REIT TRADE DATE 5/31/19 SOLD THROUGH IVY SECURITY INC PAID $1.40 BROKERAGE 35 SHARES AT $146.114	5,112.48	3,777.78-
06/05/19	SOLD 5 SHARES OF PROLOGIS INC REIT TRADE DATE 6/3/19 SOLD THROUGH ISI GROUP INC. PAID $0.20 BROKERAGE 5 SHARES AT $74.51	372.34	113.86-
06/07/19	SOLD 45 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 6/5/19 SOLD THROUGH IVY SECURITY INC PAID $1.80 BROKERAGE 45 SHARES AT $127.2365	5,723.72	5,109.98-
06/11/19	SOLD 4,000 PAR VALUE OF SQUARE INC CONV 0.375% 3/01/22 TRADE DATE 6/7/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $4.17 4,000 PAR VALUE AT 299.7 %	11,988.00	12,540.00-
06/11/19	SOLD 100 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 6/7/19 SOLD THROUGH WEEDEN AND CO. PAID $2.00 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 100 SHARES AT $27.6768	2,765.62	2,183.24-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/12/19	SOLD 13,000 PAR VALUE OF ENVESTNET INC CONV 1.750% 12/15/19 TRADE DATE 6/10/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $111.85 13,000 PAR VALUE AT 114.7 %	14,911.00	13,791.48-
06/12/19	SOLD 16,000 PAR VALUE OF CYPRESS SEMI CONV 4.500% 1/15/22 TRADE DATE 6/10/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $294.00 16,000 PAR VALUE AT 166.6 %	26,656.00	19,916.45-
06/17/19	SOLD 150 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 6/13/19 SOLD THROUGH WEEDEN AND CO. PAID $3.00 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 150 SHARES AT $28.9373	4,337.51	3,274.86-
06/19/19	SOLD 160 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 6/17/19 SOLD THROUGH LOOP CAPITAL MARKETS PAID $6.40 BROKERAGE 160 SHARES AT $29.2229	4,669.16	3,493.19-
06/20/19	SOLD 105 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 6/14/19 SOLD THROUGH WEEDEN AND CO. PAID $2.10 BROKERAGE SOLD ON THE NEW YORK STOCK EXCHANGE, INC. 105 SHARES AT $29.0068	3,043.55	2,292.40-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/24/19	SOLD 85 SHARES OF VENTAS INC REIT TRADE DATE 6/20/19 SOLD THROUGH IVY SECURITY INC PAID $3.40 BROKERAGE 85 SHARES AT $72.5783	6,165.63	4,551.74-
06/25/19	SOLD 15,000 PAR VALUE OF LUTHENTUM HLDGS CONV 0.250% 3/15/24 TRADE DATE 6/21/19 SOLD THROUGH MORGAN STANLEY & CO. INC SOLD INTEREST $10.42 15,000 PAR VALUE AT 111.7 %	16,755.00	15,745.92-
06/25/19	SOLD 25 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 6/21/19 SOLD THROUGH ISI GROUP INC. PAID $1.00 BROKERAGE 25 SHARES AT $137.2644	3,430.53	2,838.87-
06/27/19	SOLD 77 SHARES OF AMERICAN TOWER CORP REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $3.08 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 77 SHARES AT $207.05	15,939.44	8,325.57-
06/27/19	SOLD 121 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $4.84 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 121 SHARES AT $136.35	16,493.17	13,740.19-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/27/19	SOLD 201 SHARES OF ESSEX PROPERTY TRUST INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $8.04 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 201 SHARES AT $290.15	58,310.90	10,873.78-
06/27/19	SOLD 203 SHARES OF EQUINIX INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $8.12 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 203 SHARES AT $492.6227	99,992.22	60,670.86-
06/27/19	SOLD 270 SHARES OF CORESITE REALTY CORP REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $10.80 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 270 SHARES AT $114.05	30,782.06	28,569.86-
06/27/19	SOLD 355 SHARES OF SUN COMMUNITIES INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $14.20 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 355 SHARES AT $126.4313	44,867.98	24,145.07-
06/27/19	SOLD 430 SHARES OF ALEXANDRIA REAL ESTATE EQ REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $17.20 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 430 SHARES AT $140.0478	60,202.10	48,306.16-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/27/19	SOLD 438 SHARES OF TERRENO REALTY CORP REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $17.52 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 438 SHARES AT $47.4745	20,775.88	11,942.24-
06/27/19	SOLD 449 SHARES OF BOSTON PROPERTIES INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $17.96 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 449 SHARES AT $128.60	57,722.24	56,242.78-
06/27/19	SOLD 474 SHARES OF JBG SMITH PROPERTIES REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $18.96 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 474 SHARES AT $38.64	18,296.02	17,949.49-
06/27/19	SOLD 512 SHARES OF CAMDEN PROPERTY TRUST REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $20.48 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 512 SHARES AT $104.4598	53,461.83	48,053.66-
06/27/19	SOLD 577 SHARES OF KILROY RLTY CORP REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $23.08 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 577 SHARES AT $73.307	42,274.18	23,570.81-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/27/19	SOLD 587 SHARES OF EXTRA SPACE STORAGE INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $23.48 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 587 SHARES AT $105.6021	61,963.67	17,031.84-
06/27/19	SOLD 606 SHARES OF FOUR CORNERS PROPERTY TRUST INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $24.24 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 606 SHARES AT $27.1166	16,408.08	11,747.16-
06/27/19	SOLD 625 SHARES OF PARAMOUNT GROUP INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $25.00 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 625 SHARES AT $13.6534	8,508.20	9,039.18-
06/27/19	SOLD 650 SHARES OF INVITATION HOMES INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $26.00 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 650 SHARES AT $26.6615	17,303.62	16,445.00-
06/27/19	SOLD 653 SHARES OF ALEXANDER & BALDWIN INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $26.12 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 653 SHARES AT $22.26	14,509.36	13,782.80-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/27/19	SOLD 665 SHARES OF VENTAS INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $26.60 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 665 SHARES AT $68.8411	45,751.78	35,610.65-
06/27/19	SOLD 703 SHARES OF REGENCY CENTERS CORPORATION REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $28.12 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 703 SHARES AT $66.8213	46,946.28	44,993.40-
06/27/19	SOLD 726 SHARES OF SIMON PROPERTY GROUP INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $29.04 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 726 SHARES AT $160.0805	116,186.99	32,395.20-
06/27/19	SOLD 777 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $31.08 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 777 SHARES AT $50.1796	38,957.66	32,863.05-
06/27/19	SOLD 850 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $34.00 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 850 SHARES AT $27.15	23,043.02	25,675.22-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/27/19	SOLD 872 SHARES OF HIGHWOODS PROPERTIES INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $34.88 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 872 SHARES AT $41.1353	35,834.36	38,354.52-
06/27/19	SOLD 902 SHARES OF AMERICOLD REALTY TRUST REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $36.08 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 902 SHARES AT $32.345	29,138.51	24,013.01-
06/27/19	SOLD 922 SHARES OF HEALTHCARE TRUST OF AMER CL A REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $36.88 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 922 SHARES AT $27.0366	24,890.35	15,185.17-
06/27/19	SOLD 1,138 SHARES OF EQUITY RESIDENTIAL PPTYS TR REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $45.52 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 1,138 SHARES AT $75.9182	86,347.60	27,246.33-
06/27/19	SOLD 1,279 SHARES OF DUKE REALTY CORP REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $51.16 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 1,279 SHARES AT $31.3141	39,998.74	34,760.90-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/27/19	SOLD 1,367 SHARES OF PROLOGIS INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $54.68 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 1,367 SHARES AT $79.1281	108,111.19	31,129.58-
06/27/19	SOLD 1,463 SHARES OF CUBESMART REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $58.52 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 1,463 SHARES AT $33.4512	48,879.58	39,951.43-
06/27/19	SOLD 2,095 SHARES OF HCP INC REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $83.80 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 2,095 SHARES AT $31.72	66,368.22	64,469.10-
06/27/19	SOLD 2,151 SHARES OF KIMCO REALTY CORP REIT TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $86.04 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 2,151 SHARES AT $18.32	39,319.46	36,352.08-
06/27/19	SOLD 3,643 SHARES OF DIAMONDROCK HOSPITALITY CO TRADE DATE 6/27/19 SOLD THROUGH MKM PARTNERS LLC PAID $145.72 BROKERAGE SOLD ON THE OTC BULLETIN BOARD 3,643 SHARES AT $10.04	36,429.24	40,691.53-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/28/19	SOLD 15 SHARES OF EQUINIX INC REIT TRADE DATE 6/26/19 SOLD THROUGH ISI GROUP INC. PAID $0.60 BROKERAGE 15 SHARES AT $489.1157	7,335.98	4,483.06-
07/01/19	SOLD 8,000 PAR VALUE OF SUPERNUS PHARM CONV 0.625% 4/01/23 TRADE DATE 6/27/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $12.50 8,000 PAR VALUE AT 96.7973 %	7,743.78	8,087.12-
07/01/19	SOLD 8,000 PAR VALUE OF SUPERNUS PHARM CONV 0.625% 4/01/23 TRADE DATE 6/27/19 SOLD THROUGH MIZUHO SECURITIES USA, INC. SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $12.50 8,000 PAR VALUE AT 96.789 %	7,743.12	8,087.12-
07/02/19	SOLD 13,000 PAR VALUE OF ATLAS AIR WORLD CONV 2.250% 6/01/22 TRADE DATE 6/28/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $25.19 13,000 PAR VALUE AT 98.4001 %	12,792.01	15,136.37-
07/02/19	SOLD 16,000 PAR VALUE OF WRIGHT MED GRP CONV 2.250% 11/15/21 TRADE DATE 6/28/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $47.00 16,000 PAR VALUE AT 147.9335 %	23,669.36	23,851.84-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/02/19	SOLD 6,000 PAR VALUE OF SUPERNUS PHARM CONV 0.625% 4/01/23 TRADE DATE 6/28/19 SOLD THROUGH MIZUHO SECURITIES USA, INC. SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $9.48 6,000 PAR VALUE AT 97.526 %	5,851.56	6,065.34-
07/19/19	SOLD 8,000 PAR VALUE OF JAZZ INVTS I CONV 1.875% 8/15/21 TRADE DATE 7/17/19 SOLD THROUGH DEUTSCHE BANK SECURITIES INC SOLD INTEREST $64.17 8,000 PAR VALUE AT 101.9383 %	8,155.06	8,938.34-
07/19/19	SOLD 5,000 PAR VALUE OF INSULET CORP CONV 1.375% 11/15/24 TRADE DATE 7/17/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $12.22 5,000 PAR VALUE AT 143.5866 %	7,179.33	6,430.00-
07/22/19	SOLD 4,000 PAR VALUE OF AEROJET ROCKET CONV 2.250% 12/15/23 TRADE DATE 7/18/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $9.25 4,000 PAR VALUE AT 176.75 %	7,070.00	6,100.00-
07/22/19	SOLD 8,000 PAR VALUE OF CAESARS ENT CONV 5.000% 10/01/24 TRADE DATE 7/18/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $123.33 8,000 PAR VALUE AT 172.7711 %	13,821.69	13,946.10-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/22/19	SOLD 95 SHARES OF BECTON DICKINSON & CO 6.125% CV PFD TRADE DATE 7/18/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA 95 SHARES AT $61.547	5,846.84	5,114.06-
07/22/19	SOLD 1,000 PAR VALUE OF ADVANCED MICRO CONV 2.125% 9/01/26 TRADE DATE 7/18/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $8.32 1,000 PAR VALUE AT 417.375 %	4,173.75	2,538.10-
07/22/19	SOLD 1,000 PAR VALUE OF WELLPOINT INC CONV 2.750% 10/15/42 TRADE DATE 7/18/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $7.41 1,000 PAR VALUE AT 421.8848 %	4,218.85	1,506.45-
07/23/19	SOLD 20,080.483 SHARES OF VANGUARD INTM TRM INV G-ADM TRADE DATE 7/22/19 20,080.483 SHARES AT $9.94	199,600.00	196,049.41-
07/23/19	SOLD 17,142.857 SHARES OF VANGUARD INTRM BND IDX-ADM TRADE DATE 7/22/19 17,142.857 SHARES AT $11.69	200,400.00	195,796.44-
07/23/19	SOLD 160 SHARES OF DOMINION ENRGY 6.750% CONV PFD SER A TRADE DATE 7/19/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD ON THE OTC BULLETIN BOARD 160 SHARES AT $50.4217	8,067.30	7,765.37-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/24/19	SOLD 325 SHARES OF DOMINION ENRGY 6.750% CONV PFD SER A TRADE DATE 7/22/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD ON THE OTC BULLETIN BOARD 325 SHARES AT $50.3425	16,360.97	15,773.39-
07/25/19	SOLD 28,000 PAR VALUE OF CHESAPEAKE ENER CONV 5.500% 9/15/26 TRADE DATE 7/23/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $556.11 28,000 PAR VALUE AT 68 %	19,040.00	27,301.71-
08/02/19	SOLD 2,000 PAR VALUE OF MICROCHIP TECH CONV 1.625% 2/15/25 TRADE DATE 7/31/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $15.08 2,000 PAR VALUE AT 193.0033 %	3,860.07	2,551.09-
08/05/19	SOLD 8,000 PAR VALUE OF HERBALIFE LTD CONV 2.625% 3/15/24 TRADE DATE 8/1/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $81.67 8,000 PAR VALUE AT 95.5 %	7,640.00	8,645.00-
08/05/19	SOLD 9,000 PAR VALUE OF HERBALIFE LTD CONV 2.625% 3/15/24 TRADE DATE 8/1/19 SOLD THROUGH DEUTSCHE BANK SECURITIES INC SOLD INTEREST $91.87 9,000 PAR VALUE AT 95.406 %	8,586.54	9,725.63-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
08/06/19	SOLD 4,000 PAR VALUE OF WHITING PETROL CONV 1.250% 4/01/20 TRADE DATE 8/2/19 SOLD THROUGH CITIGROUP GLOBAL MARKETS INC SOLD INTEREST $17.36 4,000 PAR VALUE AT 95.875 %	3,835.00	3,828.00-
08/06/19	SOLD 19,000 PAR VALUE OF WHITING PETROL CONV 1.250% 4/01/20 TRADE DATE 8/2/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $82.47 19,000 PAR VALUE AT 95.75 %	18,192.50	18,183.00-
08/09/19	SOLD 25,000 PAR VALUE OF OASIS PETROL CONV 2.625% 9/15/23 TRADE DATE 8/7/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $262.50 25,000 PAR VALUE AT 70.5 %	17,625.00	31,398.41-
08/14/19	SOLD 3,000 PAR VALUE OF SAREPTA THEA CONV 1.500% 11/15/24 TRADE DATE 8/9/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD INTEREST $11.00 3,000 PAR VALUE AT 192.25 %	5,767.50	5,527.50-
08/19/19	SOLD 13,000 PAR VALUE OF PURE STORAGE CONV 0.125% 4/15/23 TRADE DATE 8/15/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $5.60 13,000 PAR VALUE AT 92.1461 %	11,978.99	14,419.71-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
08/19/19	SOLD 8,000 PAR VALUE OF PURE STORAGE CONV 0.125% 4/15/23 TRADE DATE 8/15/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $3.44 8,000 PAR VALUE AT 91.875 %	7,350.00	8,873.66-
08/27/19	SOLD 41,701.418 SHARES OF VANGUARD INTRM BND IDX-ADM TRADE DATE 8/26/19 41,701.418 SHARES AT $11.99	500,000.00	476,319.14-
08/27/19	SOLD 49,358.342 SHARES OF VANGUARD INTM TRM INV G-ADM TRADE DATE 8/26/19 49,358.342 SHARES AT $10.13	500,000.00	481,918.52-
08/28/19	SOLD 300 SHARES OF NEXTERA ENERGY INC 6.123% CONV PFD TRADE DATE 8/26/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA SOLD ON THE OTC BULLETIN BOARD 300 SHARES AT $70.8548	21,255.99	17,257.93-
08/29/19	SOLD 160 SHARES OF NEXTERA ENERGY INC 6.123% CONV PFD TRADE DATE 8/27/19 SOLD THROUGH M LYNCH,PIERCE,FENNER,& SMITH SOLD ON THE OTC BULLETIN BOARD 160 SHARES AT $71.6519	11,464.06	9,204.22-
08/30/19	SOLD 8,000 PAR VALUE OF NEW RELIC INC CONV 0.500% 5/01/23 TRADE DATE 8/28/19 SOLD THROUGH BARCLAYS CAPITAL LE SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $13.22 8,000 PAR VALUE AT 92.6194 %	7,409.55	9,221.17-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
08/30/19	SOLD 2,000 PAR VALUE OF OKTA INC CONV 0.250% 2/15/23 TRADE DATE 8/28/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $0.21 2,000 PAR VALUE AT 277.5 %	5,550.00	3,711.25-
08/30/19	SOLD 140 SHARES OF NEXTERA ENERGY INC 6.123% CONV PFD TRADE DATE 8/28/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA SOLD ON THE OTC BULLETIN BOARD 140 SHARES AT $70.8752	9,922.32	8,053.70-
08/30/19	SOLD 5,000 PAR VALUE OF NEW RELIC INC CONV 0.500% 5/01/23 TRADE DATE 8/28/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $8.26 5,000 PAR VALUE AT 92.6399 %	4,632.00	5,763.23-
09/05/19	SOLD 8,000 PAR VALUE OF ETSY INC CONV Z-CPN 3/01/23 TRADE DATE 9/3/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC 8,000 PAR VALUE AT 154.0589 %	12,324.71	15,592.00-
09/09/19	SOLD 1,000 PAR VALUE OF ADVANCED MICRO CONV 2.125% 9/01/26 TRADE DATE 9/5/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $0.47 1,000 PAR VALUE AT 401.5877 %	4,015.88	2,538.10-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/10/19	SOLD 27,000 PAR VALUE OF ZILLOW GROUP CONV 2.000% 12/01/21 TRADE DATE 9/6/19 SOLD THROUGH BARCLAYS CAPITAL LE SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $148.50 27,000 PAR VALUE AT 100.3911 %	27,105.60	29,849.77-
09/13/19	SOLD 10,000 PAR VALUE OF RH CONV Z-CPN 7/15/20 TRADE DATE 9/11/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD 10,000 PAR VALUE AT 147.375 %	13,688.85	13,688.85-
09/19/19	SOLD 22,000 PAR VALUE OF MEDICINES COMP CONV 2.500% 1/15/22 TRADE DATE 9/17/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $97.78 22,000 PAR VALUE AT 146.375 %	32,202.50	21,650.86-
09/23/19	SOLD 170 SHARES OF DTE ENERGY CO 6.500% CONV PFD TRADE DATE 9/19/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA SOLD ON THE OTC BULLETIN BOARD 170 SHARES AT $57.3247	9,744.99	9,503.00-
09/23/19	SOLD 3,000 PAR VALUE OF MOLINA HLTHCARE CONV 1.125% 1/15/20 TRADE DATE 9/19/19 SOLD THROUGH RAYMOND JAMES & ASSOCS INC. SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $6.38 3,000 PAR VALUE AT 282.586 %	8,477.58	7,819.93-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/24/19	SOLD 8,417.508 SHARES OF VANGUARD INTRM BND IDX-ADM TRADE DATE 9/23/19 8,417.508 SHARES AT $11.88	100,000.00	96,158.30-
09/24/19	SOLD 54,427.128 SHARES OF VANGUARD ST CORP BD IDX-ADM TRADE DATE 9/23/19 54,427.128 SHARES AT $22.02	1,198,485.36	1,202,834.39-
09/24/19	SOLD 2,000 PAR VALUE OF MOLINA HLTHCARE CONV 1.125% 1/15/20 TRADE DATE 9/20/19 SOLD THROUGH J.P. MORGAN SECURITIES LLC SOLD INTEREST $4.31 2,000 PAR VALUE AT 280.6319 %	5,612.64	5,213.29-
09/25/19	SOLD 4,000 PAR VALUE OF TWILIO INC CONV 0.250% 6/01/23 TRADE DATE 9/23/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $3.17 4,000 PAR VALUE AT 172.55 %	6,902.00	7,605.00-
09/25/19	SOLD 7,000 PAR VALUE OF OKTA INC CONV 0.250% 2/15/23 TRADE DATE 9/23/19 SOLD THROUGH BARCLAYS CAPITAL LE SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $1.94 7,000 PAR VALUE AT 223.0625 %	15,614.38	12,989.38-
09/25/19	SOLD 155 SHARES OF DTE ENERGY CO 6.500% CONV PFD TRADE DATE 9/23/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA SOLD ON THE OTC BULLETIN BOARD 155 SHARES AT $57.275	8,877.44	8,664.50-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/26/19	SOLD 240 SHARES OF INTL FLAVOR & FRAG 6.000% CONV PFD TRADE DATE 9/24/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA SOLD ON THE OTC BULLETIN BOARD 240 SHARES AT $46.2622	11,102.70	12,627.83-
09/26/19	SOLD 1,000 PAR VALUE OF MICRON TECH CONV 2.125% 2/15/33 TRADE DATE 9/25/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $2.42 1,000 PAR VALUE AT 448.7583 %	4,487.58	1,770.53-
09/27/19	SOLD 1,000 PAR VALUE OF ADVANCED MICRO CONV 2.125% 9/01/26 TRADE DATE 9/25/19 SOLD THROUGH WACHOVIA SECURITIES CAPITAL SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $1.53 1,000 PAR VALUE AT 378.8137 %	3,788.14	2,538.10-
09/30/19	SOLD 35 SHARES OF BUNGE LIMITED 4.875% CONV PFD TRADE DATE 9/26/19 SOLD THROUGH MITSUBISHI UFJ SECURITIES (USA SOLD ON THE OTC BULLETIN BOARD 35 SHARES AT $102.55	3,589.17	3,628.59-
09/30/19	SOLD 12,000 PAR VALUE OF PACIRA PHARMA CONV 2.375% 4/01/22 TRADE DATE 9/26/19 SOLD THROUGH BARCLAYS CAPITAL LE SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $141.71 12,000 PAR VALUE AT 99.3229 %	11,918.75	12,920.06-

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/30/19	SOLD 14,000 PAR VALUE OF ISIS PHARMACEUT CONV 1.000% 11/15/21 TRADE DATE 9/26/19 SOLD THROUGH JEFFERIES & COMPANY SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $52.50 14,000 PAR VALUE AT 113.3125 %	15,863.75	15,066.91-
09/30/19	SOLD 22,000 PAR VALUE OF JAZZ INVTS I CONV 1.875% 8/15/21 TRADE DATE 9/26/19 SOLD THROUGH MIZUHO SECURITIES USA, INC. SOLD ON THE OTC BULLETIN BOARD SOLD INTEREST $51.56 22,000 PAR VALUE AT 100.15 %	22,033.00	24,580.44-
	TOTAL SALES & MATURITIES	**6,486,424.31**	**5,758,635.33-**
	TOTAL RECEIPTS	**10,552,464.68**	**4,188,020.87-**
	DISBURSEMENTS		
	DISBURSEMENTS		
10/01/18	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON ACH ADMINISTRATIVE EXPENSE ADMINISTRATIVE EXPENSE	2,200.00-	
10/25/18	CASH DISBURSEMENT PAID TO VOYA INVESTMENT TRUST CO. ACH ADMINISTRATIVE EXPENSE INV# 20180930-278-A P/E 9/30/18	4,305.06-	
11/01/18	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON ACH ADMINISTRATIVE EXPENSE ADMINISTRATIVE EXPENSE	2,200.00-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/03/18	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON ACH ADMINISTRATIVE EXPENSE ADMINISTRATIVE EXPENSE	2,200.00-	
12/18/18	CASH DISBURSEMENT PAID TO FPPTA MISCELLANEOUS EXPENSE REGISTRATION - TRUSTEES KAMUS AND DOVALE	1,300.00-	
01/02/19	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON ACH ADMINISTRATIVE EXPENSE ADMINISTRATIVE EXPENSE	2,200.00-	
01/24/19	CASH DISBURSEMENT PAID TO VOYA INVESTMENT TRUST CO. ACH ADMINISTRATIVE EXPENSE INV# 20181231-278-A 4TH QTR 2018	4,129.13-	
02/01/19	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON ACH ADMINISTRATIVE EXPENSE ADMINISTRATIVE EXPENSE	2,200.00-	
02/25/19	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON MISCELLANEOUS EXPENSE MILEAGE AND ROUTINE POSTAGE	37.04-	
02/25/19	CASH DISBURSEMENT PAID TO CITY OF COCOA MISCELLANEOUS EXPENSE REIMBURSEMENT TO CITY OF COCOA FOR DISNEY DIVIDEND CHECKS	430.33-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/01/19	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON ACH ADMINISTRATIVE EXPENSE ADMINISTRATIVE EXPENSE	2,200.00-	
04/01/19	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON ACH ADMINISTRATIVE EXPENSE ADMINISTRATIVE EXPENSE	2,200.00-	
04/12/19	CASH DISBURSEMENT PAID TO VOYA INVESTMENT TRUST CO. ACH ADMINISTRATIVE EXPENSE INV# 20190331-278-A 1ST QTR 2019	4,088.93-	
05/01/19	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON ACH ADMINISTRATIVE EXPENSE ADMINISTRATIVE EXPENSE	2,200.00-	
05/17/19	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON MISCELLANEOUS EXPENSE MEETING MILEAGE AND POSTAGE	36.38-	
05/30/19	CASH DISBURSEMENT PAID TO FPPTA MISCELLANEOUS EXPENSE REGISTRATION - JOHN CASEY, PAUL KAMUS	1,400.00-	
06/03/19	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON ACH ADMINISTRATIVE EXPENSE ADMINISTRATIVE EXPENSE	2,200.00-	
07/01/19	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON ACH ADMINISTRATIVE EXPENSE ADMINISTRATIVE EXPENSE	2,200.00-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
08/01/19	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON ACH ADMINISTRATIVE EXPENSE ADMINISTRATIVE EXPENSE	2,200.00-	
09/03/19	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON ACH ADMINISTRATIVE EXPENSE ADMINISTRATIVE EXPENSE	2,200.00-	
09/04/19	CASH DISBURSEMENT PAID TO SAWGRASS MARRIOTT GOLF RESORT & SPA MISCELLANEOUS EXPENSE REGISTRATION & HOTEL - PAUL KAMUS FPPTA SCHOOL OCT 6-9, 2019	540.00-	
09/04/19	CASH DISBURSEMENT PAID TO FPPTA MISCELLANEOUS EXPENSE REGISTRATION & HOTEL - PAUL KAMUS FPPTA SCHOOL OCT 6-9, 2019	670.00-	
09/06/19	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON MISCELLANEOUS EXPENSE MILEAGE/ROUTINE POSTAGE	35.90-	
	TOTAL DISBURSEMENTS	**43,372.77-**	**0.00**
	ADMINISTRATIVE EXPENSES		
10/04/18	CASH DISBURSEMENT PAID TO KLAUSNER, KAUFMAN, JENSEN & LEVINSON EB PLAN LEGAL FEE BILL#22434FOR SVC RENDERED P/E 9/30/18	85.00-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
10/29/18	CASH DISBURSEMENT PAID TO SSI INVESTMENT MANAGEMENT EB INVESTMENT MGMT FEE INV#002018-0250 SSI#100837 QUARTER ENDING 9/30/18	6,583.00-	
11/02/18	CASH DISBURSEMENT PAID TO BURGESS CHAMBERS AND ASSOCIATES INC. EB INVESTMENT MGMT FEE INV & PREF MONITORING P/E 9/30/18 INV#18-357	10,428.07-	
11/09/18	CASH DISBURSEMENT PAID TO FOSTER & FOSTER, INC. EB PLAN ACTUARY FEE INV#13484 INV DTD 11/08/18	3,297.00-	
11/09/18	CASH DISBURSEMENT PAID TO KLAUSNER, KAUFMAN, JENSEN & LEVINSON EB PLAN LEGAL FEE BILL#22592 FOR SVC RENDERED P/E 10/31/18	558.25-	
12/11/18	CASH DISBURSEMENT PAID TO KLAUSNER, KAUFMAN, JENSEN & LEVINSON EB PLAN LEGAL FEE LEGAL SERVICES, INV #22766	5,780.00-	
01/24/19	CASH DISBURSEMENT PAID TO BURGESS CHAMBERS AND ASSOCIATES INC. EB INVESTMENT MGMT FEE INV & PREF MONITORING 4TH QTR INV #19-35	9,789.34-	
01/29/19	CASH DISBURSEMENT PAID TO SSI INVESTMENT MANAGEMENT EB INVESTMENT MGMT FEE INV#002019-0066 SSI#100837 4TH QTR, 2018	5,629.00-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/29/19	CASH DISBURSEMENT PAID TO ADELANTE CAPITAL MANAGEMENT, LLC EB INVESTMENT MGMT FEE INV #7972682 4TH QTR,2018 (PRO-RATED FROM INITIAL FUNDING DATE OF 12/18/18.	285.28-	
02/15/19	CASH DISBURSEMENT PAID TO J.W. EDENS & COMPANY, INC EB PLAN INSURANCE PREMIUM PEN FD INS PREM 2/1/19-2/1/20 (INV. 341806)	4,507.00-	
03/14/19	CASH DISBURSEMENT PAID TO KLAUSNER, KAUFMAN, JENSEN & LEVINSON EB PLAN LEGAL FEE LEGAL SERVICES, INV #23282	3,293.05-	
04/12/19	CASH DISBURSEMENT PAID TO ADELANTE CAPITAL MANAGEMENT , LLC EB INVESTMENT MGMT FEE PAYMENT FOR INV FOR ACCT #7972682	2,401.94-	
04/12/19	CASH DISBURSEMENT PAID TO KLAUSNER, KAUFMAN, JENSEN & LEVINSON EB PLAN LEGAL FEE INV #23461	890.00-	
04/23/19	CASH DISBURSEMENT PAID TO BURGESS CHAMBERS AND ASSOCIATES INC. EB INVESTMENT MGMT FEE INV & PREF MONITORING INV #19-136	10,506.98-	
04/23/19	CASH DISBURSEMENT PAID TO SSI INVESTMENT MANAGEMENT EB INVESTMENT MGMT FEE INV# 002019-0134; 1ST QTR 2019	5,898.00-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/23/19	CASH DISBURSEMENT PAID TO FOSTER & FOSTER, INC. EB PLAN ACTUARY FEE INV#14446 INV DTD 4/19/19	4,250.00-	
05/08/19	CASH DISBURSEMENT PAID TO FOSTER & FOSTER, INC. EB PLAN ACTUARY FEE INV#14598 INV DTD 5/6/19	3,500.00-	
05/13/19	CASH DISBURSEMENT PAID TO KLAUSNER, KAUFMAN, JENSEN & LEVINSON EB PLAN LEGAL FEE BILL#23646	1,149.20-	
05/20/19	CASH DISBURSEMENT PAID TO FOSTER & FOSTER, INC. EB PLAN ACTUARY FEE INV#13723 INV DTD 1/8/19	16,752.00-	
06/13/19	CASH DISBURSEMENT PAID TO KLAUSNER, KAUFMAN, JENSEN & LEVINSON EB PLAN LEGAL FEE BILL#23826 FOR SVC RENDERED P/E 3/31/19	9,282.60-	
07/09/19	CASH DISBURSEMENT PAID TO KLAUSNER, KAUFMAN, JENSEN & LEVINSON EB PLAN LEGAL FEE BILL#24022 FOR SVC RENDERED P/E 6/30/19	2,519.40-	
07/16/19	CASH DISBURSEMENT PAID TO ADELANTE CAPITAL MANAGEMENT, LLC EB INVESTMENT MGMT FEE INV #7972682, DTD 7/11/19 2ND QUARTER 2019 THROUGH 6/27/19 TERMINATION DATE OF FUND	2,337.11-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/19/19	CASH DISBURSEMENT PAID TO BURGESS CHAMBERS AND ASSOCIATES INC. EB INVESTMENT MGMT FEE INV & PREF MONITORING P/E 7/31/19 INV #19-250	10,795.85-	
07/25/19	CASH DISBURSEMENT PAID TO SSI INVESTMENT MANAGEMENT EB INVESTMENT MGMT FEE INV#XXXXX-XXX SSI#002019-0201 2ND QUARTER, 2019	5,862.00-	
09/04/19	CASH DISBURSEMENT PAID TO KLAUSNER, KAUFMAN, JENSEN & LEVINSON EB PLAN LEGAL FEE BILL#24408 FOR SVC RENDERED P/E 8/31/19	1,458.60-	
09/04/19	CASH DISBURSEMENT PAID TO FOSTER & FOSTER, INC. EB PLAN ACTUARY FEE INV#15233 INV DTD 8/22/19	1,350.00-	
09/30/19	CASH DISBURSEMENT PAID TO ARTHUR J GALLAGHER RISK MGMT SVS ADMIN EXPENSE FROM INCOME INVOICE #3165297	683.15-	
	SUNTRUST MGMT FEES POSTED THRU 09/30/19	20,547.25-	
	TOTAL ADMINISTRATIVE EXPENSES	**150,419.07-**	**0.00**

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
	ASSET DISBURSEMENTS		
02/21/19	REVERSE SPLIT DELIVERY OF APARTMENT INVT & MGMT CO CL A REIT DUE 02/20/19 857 SHARES DELIVERED 1 FOR 1.03119000 REVERSE STOCK SPLIT. THE NEW CUSIP IS 03748R754. NON-TAXABLE		34,317.35-
	OTHER DISBURSEMENTS		
10/01/18	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT PERIODIC BENEFIT PAYMENTS	126,112.71-	
10/16/18	CASH DISBURSEMENT PAID TO PAUL KAMUS MISC NONDEDUCTIBLE TOLLS' EXPENSES FOR TRUSTEE KAMUS FOR FPPTA SCHOOL SEPT - OCT 2018	3.57-	
10/16/18	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PARTICIPANT DISTR LUMP SUM	672.14-	
10/19/18	CASH DISBURSEMENT PAID TO ARTHUR J GALLAGHER RISK MGMT SERVS. MISC NONDEDUCTIBLE INVOICE #2760235	683.15-	
11/01/18	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT PERIODIC BENEFIT PAYMENTS	126,301.22-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
11/28/18	CASH DISBURSEMENT PAID TO FPPTA MISC NONDEDUCTIBLE 2019 ANNUAL MEMBERSHIP DUES PAUL KAMUS RECERT FEE - COCOA POLICE OFFICERS' PENSION BOARD OF TRUSTEES	630.00-	
11/30/18	CASH DISBURSEMENT PAID TO PAUL KAMUS MISC NONDEDUCTIBLE TOLLS AND MILEAGE FOR TRUSTEE PAUL KAMUS POLICE/FIRE CONF IN CELEBRATION - NOV 2018	219.62-	
11/30/18	CASH DISBURSEMENT PAID TO SHEILA HUTCHESON MISC NONDEDUCTIBLE MILEAGE AND POSTAGE	58.92-	
12/03/18	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT PERIODIC BENEFIT PAYMENTS	126,177.59-	
01/02/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT PERIODIC BENEFIT PAYMENTS	126,177.59-	
02/01/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PARTICIPANT DISTR LUMP SUM	75,428.24-	
02/01/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT PERIODIC BENEFIT PAYMENTS	127,592.31-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/08/19	CASH DISBURSEMENT PAID TO PATRICK DOVALE MISC NONDEDUCTIBLE MEAL EXPENSE	10.97-	
02/21/19	CASH DISBURSEMENT PAID TO PAUL KAMUS MISC NONDEDUCTIBLE MILEAGE AND TOLLS FPPTA SCHOOL IN FEB 4-6, 2019.	192.29-	
03/01/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT PERIODIC BENEFIT PAYMENTS	127,639.02-	
03/29/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PARTICIPANT DISTR LUMP SUM	5,745.20-	
04/01/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT PERIODIC BENEFIT PAYMENTS	127,639.02-	
04/04/19	CASH DISBURSEMENT PAID TO ORLANDO WORLD CENTER MARRIOTT MISC NONDEDUCTIBLE JOHN CASEY, RESV #32LSPNB2	537.00-	
04/05/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PARTICIPANT DISTR LUMP SUM	47,270.26-	
04/24/19	CASH DISBURSEMENT PAID TO # 7933907 EB TRANSF DISTRIB WITHIN PLAN TO FUND UPCOMING RETIREMENT AND EXPENSE PAYMENTS	140,000.00-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/01/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT PERIODIC BENEFIT PAYMENTS	127,639.02-	
05/16/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PARTICIPANT DISTR LUMP SUM	11,177.61-	
05/30/19	CASH DISBURSEMENT PAID TO PAUL KAMUS MISC NONDEDUCTIBLE MILEAGE	216.68-	
05/30/19	CASH DISBURSEMENT PAID TO JOHN CASEY MISC NONDEDUCTIBLE MILEAGE	219.12-	
06/03/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT PERIODIC BENEFIT PAYMENTS	127,639.02-	
06/13/19	CASH DISBURSEMENT PAID TO ORLANDO WORLD CENTER MARRIOTT MISC NONDEDUCTIBLE FPPTA CONF FOR TRUSTEE PAUL KAMUS-CONF #32LZ7DVJ	537.00-	
06/28/19	CASH DISBURSEMENT PAID TO # 7933907 EB TRANSF DISTRIB WITHIN PLAN TRANSFER OF FUNDS TO CLOSE ACCOUNT	1,492,526.27-	
07/01/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT PERIODIC BENEFIT PAYMENTS	127,583.39-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/02/19	CASH DISBURSEMENT PAID TO BANK OF AMERICA WIRE TRANSFER PER LETTER DTD 06/26/19 BARINGS CORE PROPERTY FUND LP SEQ #20190701-00024135	1,500,000.00-	
07/08/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT	55.63-	
07/16/19	CASH DISBURSEMENT PAID TO PAUL KAMUS MISC NONDEDUCTIBLE TOLLS FOR TTEE PAUL KAMUS FOR FPPTA CONF JUNE 2019	9.01-	
07/23/19	CASH DISBURSEMENT PAID TO # 7933907 EB TRANSF DISTRIB WITHIN PLAN RESIDUAL CASH TRANSFERRED TO CLOSE OUT ACCOUNT	4,118.96-	
07/31/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PARTICIPANT DISTR LUMP SUM	10,187.73-	
08/01/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT PERIODIC BENEFIT PAYMENTS	129,274.33-	
08/09/19	CASH DISBURSEMENT PAID TO # 7972682 EB TRANSF DISTRIB WITHIN PLAN TRANSFER TO COVER SUNTRUST FINAL FEES	1,391.15-	
08/15/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PARTICIPANT DISTR LUMP SUM	11,413.25-	

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/03/19	CASH DISBURSEMENT PAID TO VARIOUS PARTICIPANTS PERIODIC PAYMENT PERIODIC BENEFIT PAYMENTS	129,562.17-	
09/18/19	CASH DISBURSEMENT PAID TO PAUL KAMUS MISC NONDEDUCTIBLE MILEAGE AND PER DIEM - FPPTA SCHOOL OCT 6-9, 2019	315.85-	
09/30/19	CASH DISBURSEMENT PAID TO TA REALTY CORE PROPERTY FUND, LP WIRE TRANSFER WIRE REF #20190930-00013867	1,500,000.00-	
	TOTAL OTHER DISBURSEMENTS	6,332,957.01-	0.00
	PURCHASES		
10/01/18	PURCHASED 17,000 PAR VALUE OF II-VI INC CONV 0.250% 9/01/22 TRADE DATE 9/27/18 PURCHASED THROUGH BARCLAYS CAPITAL LE PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $3.54 17,000 PAR VALUE AT 116.2472 %	19,762.02-	19,762.02
10/01/18	PURCHASED 215 SHARES OF CENTERPOINT ENERGY 7.000% PFD SER B TRADE DATE 9/26/18 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASED ON THE OTC BULLETIN BOARD 215 SHARES AT $50.25	10,803.75-	10,803.75
10/01/18	PURCHASED 105 SHARES OF CENTERPOINT ENERGY 7.000% PFD SER B TRADE DATE 9/26/18 PURCHASED THROUGH GOLDMAN, SACHS & CO. 105 SHARES AT $50.00	5,250.00-	5,250.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
10/03/18	PURCHASED 37,000 PAR VALUE OF WORKDAY INC CONV 0.250% 10/01/22 TRADE DATE 10/1/18 PURCHASED THROUGH NOMURA SECURITIES INTL PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $0.51 37,000 PAR VALUE AT 116.0377 %	42,933.95-	42,933.95
10/19/18	PURCHASED 300 SHARES OF DOMINION ENRGY 6.750% CONV PFD SER A TRADE DATE 10/17/18 PURCHASED THROUGH MITSUBISHI UFJ SECURITIES (USA 300 SHARES AT $48.3969	14,519.07-	14,519.07
10/22/18	PURCHASED 305 SHARES OF DOMINION ENRGY 6.750% CONV PFD SER A TRADE DATE 10/18/18 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASED ON THE OTC BULLETIN BOARD 305 SHARES AT $48.6679	14,843.71-	14,843.71
10/26/18	PURCHASED 5 SHARES OF CROWN CASTLE 6.875% CONV PFD SER A TRADE DATE 10/24/18 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASED ON THE OTC BULLETIN BOARD 5 SHARES AT $1,039.9792	5,199.90-	5,199.90
11/05/18	PURCHASED 75 SHARES OF WELLTOWER 6.500% PFD CONV SER I REIT TRADE DATE 11/1/18 PURCHASED THROUGH MITSUBISHI UFJ SECURITIES (USA 75 SHARES AT $61.963	4,647.23-	4,647.23

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
11/05/18	PURCHASED 14,000 PAR VALUE OF CHESAPEAKE ENER CONV 5.500% 9/15/26 TRADE DATE 11/1/18 PURCHASED THROUGH CREDIT SUISSE FIRST BOSTON COR PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $106.94 14,000 PAR VALUE AT 95.285 %	13,339.90-	13,339.90
11/09/18	PURCHASED 15,000 PAR VALUE OF PACIRA PHARMA CONV 2.375% 4/01/22 TRADE DATE 11/7/18 PURCHASED THROUGH NOMURA SECURITIES INTL PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $37.60 15,000 PAR VALUE AT 106.7933 %	16,019.00-	16,019.00
11/13/18	PURCHASED 22,000 PAR VALUE OF HORIZON PHARMA CONV 2.500% 3/15/22 TRADE DATE 11/8/18 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $88.61 22,000 PAR VALUE AT 105.5617 %	23,223.57-	23,223.57
11/28/18	PURCHASED 21,000 PAR VALUE OF DISH NETWORK CONV 3.375% 8/15/26 TRADE DATE 11/26/18 PURCHASED THROUGH BARCLAYS CAPITAL LE PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $202.78 21,000 PAR VALUE AT 87.4281 %	18,359.90-	18,359.90
11/29/18	PURCHASED 24,000 PAR VALUE OF DISH NETWORK CONV 3.375% 8/15/26 TRADE DATE 11/27/18 PURCHASED THROUGH WACHOVIA SECURITIES CAPITAL PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $234.00 24,000 PAR VALUE AT 87.9143 %	21,099.43-	21,099.43

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/03/18	PURCHASED 4,000 PAR VALUE OF EURONET WORLD CONV 1.500% 10/01/44 TRADE DATE 11/29/18 PURCHASED THROUGH NOMURA SECURITIES INTL PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $10.33 4,000 PAR VALUE AT 164.1209 %	6,564.84-	6,564.84
12/04/18	PURCHASED 4,000 PAR VALUE OF EURONET WORLD CONV 1.500% 10/01/44 TRADE DATE 11/30/18 PURCHASED THROUGH MIZUHO SECURITIES USA, INC. PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $10.50 4,000 PAR VALUE AT 166.531 %	6,661.24-	6,661.24
12/13/18	PURCHASED 5,000 PAR VALUE OF MICROCHIP TECH CONV 1.625% 2/15/25 TRADE DATE 12/11/18 PURCHASED THROUGH MIZUHO SECURITIES USA, INC. PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $26.63 5,000 PAR VALUE AT 142.23 %	7,111.50-	7,111.50
12/14/18	PURCHASED 23,000 PAR VALUE OF COLONY STARWOOD CONV 3.500% 1/15/22 TRADE DATE 12/12/18 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASE INTEREST $333.18 23,000 PAR VALUE AT 105.25 %	24,207.50-	24,207.50
12/17/18	PURCHASED 13,000 PAR VALUE OF WAYFAIR INC CONV 0.375% 9/01/22 TRADE DATE 12/13/18 PURCHASED THROUGH BARCLAYS CAPITAL LE PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $14.35 13,000 PAR VALUE AT 116.6611 %	15,165.94-	15,165.94

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/28/18	PURCHASED 5 SHARES OF SIMON PROPERTY GROUP INC REIT TRADE DATE 12/26/18 PURCHASED THROUGH WEEDEN AND CO. PAID $0.20 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 5 SHARES AT $166.66	833.50-	833.50
12/28/18	PURCHASED 10 SHARES OF EQUINIX INC REIT TRADE DATE 12/26/18 PURCHASED THROUGH WEEDEN AND CO. PAID $0.40 BROKERAGE 10 SHARES AT $349.27	3,493.10-	3,493.10
12/28/18	PURCHASED 15 SHARES OF SUN COMMUNITIES INC REIT TRADE DATE 12/26/18 PURCHASED THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $100.53	1,508.55-	1,508.55
12/28/18	PURCHASED 15 SHARES OF EXTRA SPACE STORAGE INC REIT TRADE DATE 12/26/18 PURCHASED THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $90.31	1,355.25-	1,355.25
12/28/18	PURCHASED 20 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 12/26/18 PURCHASED THROUGH WEEDEN AND CO. PAID $0.80 BROKERAGE 20 SHARES AT $105.58	2,112.40-	2,112.40

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/28/18	PURCHASED 35 SHARES OF BOSTON PROPERTIES INC REIT TRADE DATE 12/26/18 PURCHASED THROUGH WEEDEN AND CO. PAID $1.40 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 35 SHARES AT $112.74	3,947.30-	3,947.30
12/28/18	PURCHASED 55 SHARES OF ALEXANDER & BALDWIN INC REIT TRADE DATE 12/26/18 PURCHASED THROUGH WEEDEN AND CO. PAID $2.20 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 55 SHARES AT $18.32	1,009.80-	1,009.80
12/28/18	PURCHASED 60 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 12/26/18 PURCHASED THROUGH WEEDEN AND CO. PAID $2.40 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 60 SHARES AT $13.80	830.40-	830.40
12/28/18	PURCHASED 120 SHARES OF DUKE REALTY CORP REIT TRADE DATE 12/26/18 PURCHASED THROUGH WEEDEN AND CO. PAID $4.80 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 120 SHARES AT $25.77	3,097.20-	3,097.20
12/31/18	PURCHASED 11,000 PAR VALUE OF AIR TRANSPORT CONV 1.125% 10/15/24 TRADE DATE 12/27/18 PURCHASED THROUGH NOMURA SECURITIES INTL PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $26.13 11,000 PAR VALUE AT 93.5908 %	10,294.99-	10,294.99

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
12/31/18	PURCHASED 5 SHARES OF EQUINIX INC REIT TRADE DATE 12/27/18 PURCHASED THROUGH WEEDEN AND CO. PAID $0.20 BROKERAGE 5 SHARES AT $344.6503	1,723.45-	1,723.45
12/31/18	PURCHASED 35 SHARES OF EQUITY RESIDENTIAL PPTYS TR REIT TRADE DATE 12/27/18 PURCHASED THROUGH ISI GROUP INC. PAID $1.40 BROKERAGE 35 SHARES AT $64.9245	2,273.76-	2,273.76
01/02/19	PURCHASED 8,000 PAR VALUE OF AIR TRANSPORT CONV 1.125% 10/15/24 TRADE DATE 12/28/18 PURCHASED THROUGH CREDIT SUISSE FIRST BOSTON COR PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $19.25 8,000 PAR VALUE AT 93.4078 %	7,472.62-	7,472.62
01/02/19	PURCHASED 80 SHARES OF KIMCO REALTY CORP REIT TRADE DATE 12/28/18 PURCHASED THROUGH PENSERRA SECURITIES PAID $3.20 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 80 SHARES AT $14.9072	1,195.78-	1,195.78
01/02/19	PURCHASED 30 SHARES OF MACERICH CO COM REIT TRADE DATE 12/28/18 PURCHASED THROUGH PENSERRA SECURITIES PAID $1.20 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 30 SHARES AT $42.8838	1,287.71-	1,287.71

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/07/19	PURCHASED 95 SHARES OF HIGHWOODS PROPERTIES INC REIT TRADE DATE 1/3/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $3.80 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 95 SHARES AT $38.9289	3,702.05-	3,702.05
01/07/19	PURCHASED 20 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 1/3/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $0.80 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 20 SHARES AT $102.7909	2,056.62-	2,056.62
01/07/19	PURCHASED 40 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 1/3/19 PURCHASED THROUGH WEEDEN AND CO. PAID $1.60 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 40 SHARES AT $13.9924	561.30-	561.30
01/08/19	PURCHASED 35 SHARES OF HIGHWOODS PROPERTIES INC REIT TRADE DATE 1/4/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $1.40 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 35 SHARES AT $39.9528	1,399.75-	1,399.75
01/09/19	PURCHASED 25 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 1/7/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $1.00 BROKERAGE 25 SHARES AT $13.9986	350.97-	350.97

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/10/19	PURCHASED 40 SHARES OF VENTAS INC REIT TRADE DATE 1/8/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $1.60 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 40 SHARES AT $58.4076	2,337.90-	2,337.90
01/10/19	PURCHASED 30 SHARES OF CAMDEN PROPERTY TRUST REIT TRADE DATE 1/8/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $1.20 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 30 SHARES AT $86.6388	2,600.36-	2,600.36
01/11/19	PURCHASED 9,000 PAR VALUE OF TESLA INC CONV 2.375% 3/15/22 TRADE DATE 1/9/19 PURCHASED THROUGH DEUTSCHE BANK SECURITIES INC PURCHASE INTEREST $68.88 9,000 PAR VALUE AT 123.2697 %	11,094.27-	11,094.27
01/11/19	PURCHASED 8 SHARES OF BK OF AMERICA 7.250% CONV PFD SER L TRADE DATE 1/9/19 PURCHASED THROUGH DEUTSCHE BANK SECURITIES INC 8 SHARES AT $1,270.00	10,160.00-	10,160.00
01/11/19	PURCHASED 12 SHARES OF WELLS FARGO 7.500% CONV PFD SER L TRADE DATE 1/9/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC 12 SHARES AT $1,298.00	15,576.00-	15,576.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/14/19	PURCHASED 10,000 PAR VALUE OF AEROJET ROCKET CONV 2.250% 12/15/23 TRADE DATE 1/10/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASE INTEREST $18.13 10,000 PAR VALUE AT 152.5 %	15,250.00-	15,250.00
01/14/19	PURCHASED 17,000 PAR VALUE OF WRIGHT MEDICAL CONV 2.000% 2/15/20 TRADE DATE 1/10/19 PURCHASED THROUGH DEUTSCHE BANK SECURITIES INC PURCHASE INTEREST $140.72 17,000 PAR VALUE AT 110.3948 %	18,767.12-	18,767.12
01/14/19	PURCHASED 2,000 PAR VALUE OF ISIS PHARMACEUT CONV 1.000% 11/15/21 TRADE DATE 1/10/19 PURCHASED THROUGH MORGAN STANLEY & CO. INC PURCHASE INTEREST $3.28 2,000 PAR VALUE AT 111.5 %	2,230.00-	2,230.00
01/14/19	PURCHASED 55 SHARES OF MACERICH CO COM REIT TRADE DATE 1/10/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $2.20 BROKERAGE 55 SHARES AT $45.9469	2,529.28-	2,529.28
01/18/19	PURCHASED 30,000 PAR VALUE OF ARES CAPITAL CONV 3.750% 2/01/22 TRADE DATE 1/16/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASE INTEREST $521.87 30,000 PAR VALUE AT 100 %	30,000.00-	30,000.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/18/19	PURCHASED 235 SHARES OF DIAMONDROCK HOSPITAL REIT TRADE DATE 1/16/19 PURCHASED THROUGH ISI GROUP INC. PAID $9.40 BROKERAGE 235 SHARES AT $9.9475	2,347.06-	2,347.06
01/18/19	PURCHASED 15 SHARES OF ALEXANDER & BALDWIN INC REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.60 BROKERAGE 15 SHARES AT $21.808	327.72-	327.72
01/18/19	PURCHASED 10 SHARES OF ALEXANDRIA REAL ESTATE EQ REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.40 BROKERAGE 10 SHARES AT $121.9396	1,219.80-	1,219.80
01/18/19	PURCHASED 5 SHARES OF AMERICAN TOWER CORP REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.20 BROKERAGE 5 SHARES AT $163.8407	819.40-	819.40
01/18/19	PURCHASED 10 SHARES OF AMERICOLD REALTY TRUST REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.40 BROKERAGE 10 SHARES AT $27.7643	278.04-	278.04

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/18/19	PURCHASED 15 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.60 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $46.2533	694.40-	694.40
01/18/19	PURCHASED 10 SHARES OF BOSTON PROPERTIES INC REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.40 BROKERAGE 10 SHARES AT $119.6678	1,197.08-	1,197.08
01/18/19	PURCHASED 10 SHARES OF CAMDEN PROPERTY TRUST REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.40 BROKERAGE 10 SHARES AT $91.3122	913.52-	913.52
01/18/19	PURCHASED 5 SHARES OF CORESITE REALTY CORP REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.20 BROKERAGE 5 SHARES AT $92.844	464.42-	464.42
01/18/19	PURCHASED 25 SHARES OF CUBESMART REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $1.00 BROKERAGE 25 SHARES AT $29.4467	737.17-	737.17

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/18/19	PURCHASED 25 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $1.00 BROKERAGE 25 SHARES AT $16.3021	408.55-	408.55
01/18/19	PURCHASED 5 SHARES OF DIGITAL REALTY TRUST INC REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.20 BROKERAGE 5 SHARES AT $107.0237	535.32-	535.32
01/18/19	PURCHASED 25 SHARES OF DUKE REALTY CORP REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $1.00 BROKERAGE 25 SHARES AT $27.9665	700.16-	700.16
01/18/19	PURCHASED 20 SHARES OF EQUITY RESIDENTIAL PPTYS TR REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.80 BROKERAGE 20 SHARES AT $69.0202	1,381.20-	1,381.20
01/18/19	PURCHASED 5 SHARES OF ESSEX PROPERTY TRUST INC REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.20 BROKERAGE 5 SHARES AT $256.5405	1,282.90-	1,282.90

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/18/19	PURCHASED 10 SHARES OF EXTRA SPACE STORAGE INC REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.40 BROKERAGE 10 SHARES AT $92.2383	922.78-	922.78
01/18/19	PURCHASED 10 SHARES OF FOUR CORNERS PROPERTY TRUST INC REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.40 BROKERAGE 10 SHARES AT $26.6538	266.94-	266.94
01/18/19	PURCHASED 20 SHARES OF HEALTHCARE TRUST OF AMER CL A REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.80 BROKERAGE 20 SHARES AT $26.4903	530.61-	530.61
01/18/19	PURCHASED 30 SHARES OF INVITATION HOMES INC REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $1.20 BROKERAGE 30 SHARES AT $20.7762	624.49-	624.49
01/18/19	PURCHASED 5 SHARES OF JBG SMITH PROPERTIES REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.20 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 5 SHARES AT $37.1645	186.02-	186.02

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/18/19	PURCHASED 10 SHARES OF KILROY RLTY CORP REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.40 BROKERAGE 10 SHARES AT $67.4855	675.26-	675.26
01/18/19	PURCHASED 40 SHARES OF KIMCO REALTY CORP REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $1.60 BROKERAGE 40 SHARES AT $16.3782	656.73-	656.73
01/18/19	PURCHASED 30 SHARES OF PROLOGIS INC REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $1.20 BROKERAGE 30 SHARES AT $63.4547	1,904.84-	1,904.84
01/18/19	PURCHASED 5 SHARES OF SUN COMMUNITIES INC REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.20 BROKERAGE 5 SHARES AT $105.2648	526.52-	526.52
01/18/19	PURCHASED 10 SHARES OF TERRENO REALTY CORP REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.40 BROKERAGE 10 SHARES AT $37.6607	377.01-	377.01

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/18/19	PURCHASED 10 SHARES OF MACERICH CO COM REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.40 BROKERAGE 10 SHARES AT $45.7095	457.50-	457.50
01/18/19	PURCHASED 10 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.40 BROKERAGE 10 SHARES AT $109.631	1,096.71-	1,096.71
01/18/19	PURCHASED 20 SHARES OF VENTAS INC REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.80 BROKERAGE 20 SHARES AT $60.7739	1,216.28-	1,216.28
01/18/19	PURCHASED 5 SHARES OF WELLTOWER INC REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.20 BROKERAGE 5 SHARES AT $72.8123	364.26-	364.26
01/18/19	PURCHASED 15 SHARES OF REGENCY CENTERS CORPORATION REIT TRADE DATE 1/16/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.60 BROKERAGE 15 SHARES AT $61.3015	920.12-	920.12

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/22/19	PURCHASED 505 SHARES OF DIAMONDROCK HOSPITAL REIT TRADE DATE 1/17/19 PURCHASED THROUGH ISI GROUP INC. PAID $20.20 BROKERAGE 505 SHARES AT $10.0141	5,077.32-	5,077.32
01/23/19	PURCHASED 13,000 PAR VALUE OF SAREPTA THEA CONV 1.500% 11/15/24 TRADE DATE 1/18/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC PURCHASE INTEREST $36.83 13,000 PAR VALUE AT 184.25 %	23,952.50-	23,952.50
01/23/19	PURCHASED 555 SHARES OF DIAMONDROCK HOSPITAL REIT TRADE DATE 1/18/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $22.20 BROKERAGE 555 SHARES AT $10.0315	5,589.68-	5,589.68
01/24/19	PURCHASED 95 SHARES OF DIAMONDROCK HOSPITAL REIT TRADE DATE 1/22/19 PURCHASED THROUGH WEEDEN AND CO. PAID $3.80 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 95 SHARES AT $9.9818	952.07-	952.07
01/25/19	PURCHASED 27 SHARES OF CAMDEN PROPERTY TRUST REIT TRADE DATE 1/23/19 PURCHASED THROUGH WEEDEN AND CO. PAID $1.08 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 27 SHARES AT $92.1987	2,490.44-	2,490.44

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
01/28/19	PURCHASED 45 SHARES OF VENTAS INC REIT TRADE DATE 1/24/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $1.80 BROKERAGE 45 SHARES AT $61.8835	2,786.56-	2,786.56
02/01/19	PURCHASED 10,000 PAR VALUE OF CAESARS ENT CONV 5.000% 10/01/24 TRADE DATE 1/30/19 PURCHASED THROUGH DEUTSCHE BANK SECURITIES INC PURCHASE INTEREST $166.67 10,000 PAR VALUE AT 146.8998 %	14,689.98-	14,689.98
02/04/19	PURCHASED 50 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 1/31/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $2.00 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 50 SHARES AT $30.3981	1,521.91-	1,521.91
02/05/19	PURCHASED 18,459.916 SHARES OF VANGUARD INTM TRM INV G-ADM TRADE DATE 2/4/19 18,459.916 SHARES AT $9.48	175,000.00-	175,000.00
02/05/19	PURCHASED 15,765.766 SHARES OF VANGUARD INTRM BND IDX-ADM TRADE DATE 2/4/19 15,765.766 SHARES AT $11.10	175,000.00-	175,000.00
02/05/19	PURCHASED 195 SHARES OF INTL FLAVOR & FRAG 6.000% CONV PFD TRADE DATE 2/1/19 PURCHASED THROUGH MIZUHO SECURITIES USA, INC. 195 SHARES AT $53.80	10,491.00-	10,491.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/05/19	PURCHASED 45 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 2/1/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $1.80 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 45 SHARES AT $30.267	1,363.82-	1,363.82
02/06/19	PURCHASED 811 SHARES OF ISHARES CORE S&P MID-CAP ETF TRADE DATE 2/4/19 PURCHASED THROUGH JONES TRADING INSTITUTAL SVC PAID $16.22 BROKERAGE 811 SHARES AT $184.7952	149,885.13-	149,885.13
02/06/19	PURCHASED 20 SHARES OF CORESITE REALTY CORP REIT TRADE DATE 2/4/19 PURCHASED THROUGH ISI GROUP INC. PAID $0.80 BROKERAGE 20 SHARES AT $98.4752	1,970.30-	1,970.30
02/06/19	PURCHASED 30 SHARES OF EQUINIX INC REIT TRADE DATE 2/4/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PAID $1.20 BROKERAGE 30 SHARES AT $394.1878	11,826.83-	11,826.83
02/06/19	PURCHASED 7,000 PAR VALUE OF RH CONV Z-CPN 7/15/20 TRADE DATE 2/1/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH 7,000 PAR VALUE AT 128 %	8,960.00-	8,960.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/07/19	PURCHASED 16,000 PAR VALUE OF WRIGHT MED GRP CONV 2.250% 11/15/21 TRADE DATE 2/5/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC PURCHASE INTEREST $82.00 16,000 PAR VALUE AT 149.074 %	23,851.84-	23,851.84
02/07/19	PURCHASED 20 SHARES OF CORESITE REALTY CORP REIT TRADE DATE 2/5/19 PURCHASED THROUGH WEEDEN AND CO. PAID $0.80 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 20 SHARES AT $98.8655	1,978.11-	1,978.11
02/07/19	PURCHASED 15 SHARES OF EQUINIX INC REIT TRADE DATE 2/5/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $0.60 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 15 SHARES AT $393.6998	5,906.10-	5,906.10
02/07/19	PURCHASED 80 SHARES OF SIMON PROPERTY GROUP INC REIT TRADE DATE 2/5/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $3.20 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 80 SHARES AT $182.4032	14,595.46-	14,595.46
02/07/19	PURCHASED 9,000 PAR VALUE OF LUTHENTUM HLDGS CONV 0.250% 3/15/24 TRADE DATE 2/4/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $8.81 9,000 PAR VALUE AT 109.45 %	9,850.50-	9,850.50

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/07/19	PURCHASED 30 SHARES OF SIMON PROPERTY GROUP INC REIT TRADE DATE 2/4/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PAID $1.20 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 30 SHARES AT $180.8566	5,426.90-	5,426.90
02/08/19	PURCHASED 24,000 PAR VALUE OF INTERCEPT PHARM CONV 3.250% 7/01/23 TRADE DATE 2/6/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $80.17 24,000 PAR VALUE AT 99.5072 %	23,881.73-	23,881.73
02/08/19	PURCHASED 355 SHARES OF CENTERPOINT ENERGY CONV PFD TRADE DATE 2/6/19 PURCHASED THROUGH NOMURA SECURITIES INTL PURCHASED ON THE OTC BULLETIN BOARD 355 SHARES AT $44.80	15,904.00-	15,904.00
02/08/19	PURCHASED 12,000 PAR VALUE OF NUTANIX INC CONV Z-CPN 1/15/23 TRADE DATE 2/6/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH 12,000 PAR VALUE AT 125.625 %	15,075.00-	15,075.00
02/12/19	PURCHASED 115 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 2/8/19 PURCHASED THROUGH RAYMOND JAMES & ASSOCS INC. PAID $4.60 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 115 SHARES AT $49.295851	5,673.62-	5,673.62

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/13/19	PURCHASED 30 SHARES OF CAMDEN PROPERTY TRUST REIT TRADE DATE 2/11/19 PURCHASED THROUGH WACHOVIA SECURITIES CAPITAL PAID $1.20 BROKERAGE 30 SHARES AT $99.5474	2,987.62-	2,987.62
02/13/19	PURCHASED 5 SHARES OF ESSEX PROPERTY TRUST INC REIT TRADE DATE 2/11/19 PURCHASED THROUGH WACHOVIA SECURITIES CAPITAL PAID $0.20 BROKERAGE 5 SHARES AT $278.9964	1,395.18-	1,395.18
02/13/19	PURCHASED 30 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 2/11/19 PURCHASED THROUGH WACHOVIA SECURITIES CAPITAL PAID $1.20 BROKERAGE 30 SHARES AT $49.353	1,481.79-	1,481.79
02/14/19	PURCHASED 5 SHARES OF ESSEX PROPERTY TRUST INC REIT TRADE DATE 2/12/19 PURCHASED THROUGH WACHOVIA SECURITIES CAPITAL PAID $0.20 BROKERAGE 5 SHARES AT $276.5359	1,382.88-	1,382.88
02/14/19	PURCHASED 30 SHARES OF CAMDEN PROPERTY TRUST REIT TRADE DATE 2/12/19 PURCHASED THROUGH WACHOVIA SECURITIES CAPITAL PAID $1.20 BROKERAGE 30 SHARES AT $98.0897	2,943.89-	2,943.89

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/14/19	PURCHASED 25 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 2/12/19 PURCHASED THROUGH WACHOVIA SECURITIES CAPITAL PAID $1.00 BROKERAGE 25 SHARES AT $48.87	1,222.75-	1,222.75
02/14/19	PURCHASED 150 SHARES OF CENTERPOINT 7.000% CONV PFD SER B TRADE DATE 2/12/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 150 SHARES AT $53.779872	8,066.98-	8,066.98
02/14/19	PURCHASED 21,000 PAR VALUE OF LUTHENTUM HLDGS CONV 0.250% 3/15/24 TRADE DATE 2/12/19 PURCHASED THROUGH RAYMOND JAMES & ASSOCS INC. PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $21.73 21,000 PAR VALUE AT 103.054 %	21,641.34-	21,641.34
02/15/19	PURCHASED 30 SHARES OF CAMDEN PROPERTY TRUST REIT TRADE DATE 2/13/19 PURCHASED THROUGH IVY SECURITY INC PAID $1.20 BROKERAGE 30 SHARES AT $98.4673	2,955.22-	2,955.22
02/15/19	PURCHASED 45 SHARES OF EQUITY RESIDENTIAL PPTYS TR REIT TRADE DATE 2/13/19 PURCHASED THROUGH IVY SECURITY INC PAID $1.80 BROKERAGE 45 SHARES AT $73.0287	3,288.09-	3,288.09

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/15/19	PURCHASED 10 SHARES OF ESSEX PROPERTY TRUST INC REIT TRADE DATE 2/13/19 PURCHASED THROUGH IVY SECURITY INC PAID $0.40 BROKERAGE 10 SHARES AT $277.8082	2,778.48-	2,778.48
02/15/19	PURCHASED 65 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 2/13/19 PURCHASED THROUGH IVY SECURITY INC PAID $2.60 BROKERAGE 65 SHARES AT $49.2619	3,204.62-	3,204.62
02/19/19	PURCHASED 32,000 PAR VALUE OF NUANCE COMMUNI CONV 1.250% 4/01/25 TRADE DATE 2/14/19 PURCHASED THROUGH STIFEL, NICOLAUS & CO.,INC. PURCHASE INTEREST $153.33 32,000 PAR VALUE AT 99.0476 %	31,695.23-	31,695.23
02/19/19	PURCHASED 125 SHARES OF HCP INC REIT TRADE DATE 2/14/19 PURCHASED THROUGH JONES TRADING INSTITUTAL SVC PAID $5.00 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 125 SHARES AT $31.0302	3,883.78-	3,883.78
02/20/19	PURCHASED 195 SHARES OF HCP INC REIT TRADE DATE 2/15/19 PURCHASED THROUGH MORGAN STANLEY & CO. INC PAID $7.80 BROKERAGE 195 SHARES AT $30.8183	6,017.37-	6,017.37

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/20/19	PURCHASED 315 SHARES OF HCP INC REIT TRADE DATE 2/15/19 PURCHASED THROUGH JONES TRADING INSTITUTAL SVC PAID $12.60 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 315 SHARES AT $30.8139	9,718.98-	9,718.98
02/21/19	PURCHASED 335 SHARES OF HCP INC REIT TRADE DATE 2/19/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $13.40 BROKERAGE 335 SHARES AT $30.9128	10,369.19-	10,369.19
02/22/19	PURCHASED 370 SHARES OF HCP INC REIT TRADE DATE 2/20/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $14.80 BROKERAGE 370 SHARES AT $30.7317	11,385.53-	11,385.53
02/25/19	PURCHASED 8,000 PAR VALUE OF CLEVELAND-CLIFF CONV 1.500% 1/15/25 TRADE DATE 2/21/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC PURCHASE INTEREST $13.33 8,000 PAR VALUE AT 151.6789 %	12,134.31-	12,134.31
02/25/19	PURCHASED 15 SHARES OF SIMON PROPERTY GROUP INC REIT TRADE DATE 2/21/19 PURCHASED THROUGH MKM PARTNERS LLC PAID $0.60 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 15 SHARES AT $181.3104	2,720.26-	2,720.26

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
02/27/19	PURCHASED 100 SHARES OF AMERICOLD REALTY TRUST REIT TRADE DATE 2/25/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $4.00 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 100 SHARES AT $28.6704	2,871.04-	2,871.04
02/28/19	PURCHASED 60 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 2/26/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $2.40 BROKERAGE 60 SHARES AT $49.3756	2,964.94-	2,964.94
03/01/19	PURCHASED 10 SHARES OF DANAHER CORP 4.750% CONV PFD SER A TRADE DATE 2/27/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASED ON THE OTC BULLETIN BOARD 10 SHARES AT $1,011.25	10,112.50-	10,112.50
03/01/19	PURCHASED 17 SHARES OF DANAHER CORP 4.750% CONV PFD SER A TRADE DATE 2/27/19 PURCHASED THROUGH BARCLAYS CAPITAL LE PURCHASED ON THE OTC BULLETIN BOARD 17 SHARES AT $1,015.8333	17,269.17-	17,269.17
03/01/19	PURCHASED 10 SHARES OF DANAHER CORP 4.750% CONV PFD SER A TRADE DATE 2/27/19 PURCHASED THROUGH BARCLAYS CAPITAL LE 10 SHARES AT $1,000.00	10,000.00-	10,000.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/01/19	PURCHASED 16 SHARES OF DANAHER CORP 4.750% CONV PFD SER A TRADE DATE 2/27/19 PURCHASED THROUGH DEUTSCHE BANK SECURITIES INC 16 SHARES AT $1,012.50	16,200.00-	16,200.00
03/01/19	PURCHASED 4,000 PAR VALUE OF OKTA INC CONV 0.250% 2/15/23 TRADE DATE 2/27/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $0.44 4,000 PAR VALUE AT 184.625 %	7,385.00-	7,385.00
03/01/19	PURCHASED 12,000 PAR VALUE OF Q2 HOLDINGS INC 0.750% 2/15/23 TRADE DATE 2/27/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC PURCHASE INTEREST $4.00 12,000 PAR VALUE AT 128.15 %	15,378.00-	15,378.00
03/04/19	PURCHASED 1,000 PAR VALUE OF MICRON TECH CONV 2.125% 2/15/33 TRADE DATE 2/28/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PURCHASE INTEREST $1.12 1,000 PAR VALUE AT 371.5119 %	3,715.12-	3,715.12
03/05/19	PURCHASED 5,000 PAR VALUE OF OKTA INC CONV 0.250% 2/15/23 TRADE DATE 2/28/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASE INTEREST $0.69 5,000 PAR VALUE AT 186.3125 %	9,315.63-	9,315.63

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/11/19	PURCHASED 15 SHARES OF CORESITE REALTY CORP REIT TRADE DATE 3/7/19 PURCHASED THROUGH WEEDEN AND CO. PAID $0.60 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 15 SHARES AT $101.0333	1,516.10-	1,516.10
03/11/19	PURCHASED 255 SHARES OF AMERICOLD REALTY TRUST REIT TRADE DATE 3/1/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH 255 SHARES AT $27.75	7,076.25-	7,076.25
03/13/19	PURCHASED 95 SHARES OF HCP INC REIT TRADE DATE 3/11/19 PURCHASED THROUGH WEEDEN AND CO. PAID $3.80 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 95 SHARES AT $30.7279	2,922.95-	2,922.95
03/13/19	PURCHASED 25 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 3/11/19 PURCHASED THROUGH WEEDEN AND CO. PAID $1.00 BROKERAGE 25 SHARES AT $120.5155	3,013.89-	3,013.89
03/13/19	PURCHASED 85 SHARES OF HIGHWOODS PROPERTIES INC REIT TRADE DATE 3/11/19 PURCHASED THROUGH WEEDEN AND CO. PAID $3.40 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 85 SHARES AT $45.1258	3,839.09-	3,839.09

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/13/19	PURCHASED 20 SHARES OF CORESITE REALTY CORP REIT TRADE DATE 3/11/19 PURCHASED THROUGH WEEDEN AND CO. PAID $0.80 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 20 SHARES AT $102.3436	2,047.67-	2,047.67
03/14/19	PURCHASED 20 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 3/12/19 PURCHASED THROUGH ISI GROUP INC. PAID $0.80 BROKERAGE 20 SHARES AT $121.1311	2,423.42-	2,423.42
03/20/19	PURCHASED 55 SHARES OF AMERICAN ELECTRIC POWER 6.125% PFD TRADE DATE 3/15/19 PURCHASED THROUGH MORGAN STANLEY & CO. INC 55 SHARES AT $50.00	2,750.00-	2,750.00
03/20/19	PURCHASED 240 SHARES OF AMERICAN ELECTRIC POWER 6.125% PFD TRADE DATE 3/15/19 PURCHASED THROUGH WACHOVIA SECURITIES CAPITAL PURCHASED ON THE OTC BULLETIN BOARD 240 SHARES AT $50.50	12,120.00-	12,120.00
03/20/19	PURCHASED 175 SHARES OF AMERICAN ELECTRIC POWER 6.125% PFD TRADE DATE 3/15/19 PURCHASED THROUGH BARCLAYS CAPITAL LE PURCHASED ON THE OTC BULLETIN BOARD 175 SHARES AT $50.65	8,863.75-	8,863.75

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/22/19	PURCHASED 24,000 PAR VALUE OF LIVE NATION ENT CONV 2.500% 3/15/23 TRADE DATE 3/20/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PURCHASE INTEREST $11.67 24,000 PAR VALUE AT 114.6164 %	27,507.94-	27,507.94
03/22/19	PURCHASED 110 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 3/20/19 PURCHASED THROUGH MORGAN STANLEY & CO. INC 110 SHARES AT $17.75	1,952.50-	1,952.50
03/28/19	PURCHASED 22,000 PAR VALUE OF MEDICINES COMP CONV 2.500% 1/15/22 TRADE DATE 3/26/19 PURCHASED THROUGH WACHOVIA SECURITIES CAPITAL PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $111.53 22,000 PAR VALUE AT 98.413 %	21,650.86-	21,650.86
03/28/19	PURCHASED 39,000 PAR VALUE OF EXACT SCIENCES CONV 0.375% 3/15/27 TRADE DATE 3/26/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $8.12 39,000 PAR VALUE AT 103.81 %	40,485.90-	40,485.90
03/28/19	PURCHASED 50,000 PAR VALUE OF HERBALIFE LTD CONV 2.625% 3/15/24 TRADE DATE 3/25/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASE INTEREST $43.75 50,000 PAR VALUE AT 108.0625 %	54,031.25-	54,031.25

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
03/29/19	PURCHASED 11,000 PAR VALUE OF RINGCENTRAL INC CONV Z-CPN 3/15/23 TRADE DATE 3/27/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD 11,000 PAR VALUE AT 141.25 %	15,537.50-	15,537.50
04/01/19	PURCHASED 40 SHARES OF HIGHWOODS PROPERTIES INC REIT TRADE DATE 3/28/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $1.60 BROKERAGE 40 SHARES AT $46.6168	1,866.27-	1,866.27
04/01/19	PURCHASED 40 SHARES OF PROLOGIS INC REIT TRADE DATE 3/28/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $1.60 BROKERAGE 40 SHARES AT $71.8909	2,877.24-	2,877.24
04/01/19	PURCHASED 55 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 3/28/19 PURCHASED THROUGH WEEDEN AND CO. PAID $2.20 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 55 SHARES AT $31.0507	1,709.99-	1,709.99
04/02/19	PURCHASED 8,000 PAR VALUE OF ETSY INC CONV Z-CPN 3/01/23 TRADE DATE 3/29/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC 8,000 PAR VALUE AT 194.9 %	15,592.00-	15,592.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/02/19	PURCHASED 13,000 PAR VALUE OF ZENDESK INC CONV 0.250% 3/15/23 TRADE DATE 3/29/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC PURCHASE INTEREST $1.53 13,000 PAR VALUE AT 145.55 %	18,921.50-	18,921.50
04/02/19	PURCHASED 4,000 PAR VALUE OF WORLD WRESTLING CONV 3.375% 12/15/23 TRADE DATE 3/29/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PURCHASE INTEREST $40.13 4,000 PAR VALUE AT 353.8856 %	14,155.42-	14,155.42
04/02/19	PURCHASED 185 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 3/29/19 PURCHASED THROUGH WEEDEN AND CO. PAID $7.40 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 185 SHARES AT $31.0503	5,751.71-	5,751.71
04/02/19	PURCHASED 20 SHARES OF HIGHWOODS PROPERTIES INC REIT TRADE DATE 3/29/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $0.80 BROKERAGE 20 SHARES AT $46.7156	935.11-	935.11
04/03/19	PURCHASED 85 SHARES OF CUSHMAN & WAKEFIELD PLC TRADE DATE 3/29/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PAID $3.40 BROKERAGE 85 SHARES AT $17.7513	1,512.26-	1,512.26

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/05/19	PURCHASED 90 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 4/3/19 PURCHASED THROUGH WEEDEN AND CO. PAID $3.60 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 90 SHARES AT $31.5208	2,840.47-	2,840.47
04/10/19	PURCHASED 25 SHARES OF APARTMENT INVT & MGMT CO CL A REIT TRADE DATE 4/8/19 PURCHASED THROUGH ISI GROUP INC. PAID $1.00 BROKERAGE 25 SHARES AT $50.4577	1,262.44-	1,262.44
04/11/19	PURCHASED 145 SHARES OF HCP INC REIT TRADE DATE 4/9/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $5.80 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 145 SHARES AT $30.802	4,472.09-	4,472.09
04/11/19	PURCHASED 45 SHARES OF VENTAS INC REIT TRADE DATE 4/9/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $1.80 BROKERAGE 45 SHARES AT $62.1617	2,799.08-	2,799.08
04/12/19	PURCHASED 50 SHARES OF HCP INC REIT TRADE DATE 4/10/19 PURCHASED THROUGH WEEDEN AND CO. PAID $2.00 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 50 SHARES AT $30.9197	1,547.99-	1,547.99

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/18/19	PURCHASED 35 SHARES OF JBG SMITH PROPERTIES REIT TRADE DATE 4/16/19 PURCHASED THROUGH MORGAN STANLEY & CO. INC 35 SHARES AT $42.00	1,470.00-	1,470.00
04/18/19	PURCHASED 55 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 4/16/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $2.20 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 55 SHARES AT $30.9191	1,702.75-	1,702.75
04/22/19	PURCHASED 195 SHARES OF AMERICOLD REALTY TRUST REIT TRADE DATE 4/17/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH 195 SHARES AT $29.75	5,801.25-	5,801.25
04/23/19	PURCHASED 90 SHARES OF AQUA AMERICA INC 6.000% CONV PFD TRADE DATE 4/18/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASED ON THE OTC BULLETIN BOARD 90 SHARES AT $52.20	4,698.00-	4,698.00
04/23/19	PURCHASED 190 SHARES OF AQUA AMERICA INC 6.000% CONV PFD TRADE DATE 4/18/19 PURCHASED THROUGH WACHOVIA SECURITIES CAPITAL PURCHASED ON THE OTC BULLETIN BOARD 190 SHARES AT $52.115	9,901.85-	9,901.85

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
04/23/19	PURCHASED 60 SHARES OF AQUA AMERICA INC 6.000% CONV PFD TRADE DATE 4/18/19 PURCHASED THROUGH RBC CAPITAL MARKETS CORP PURCHASED ON THE OTC BULLETIN BOARD 60 SHARES AT $50.00	3,000.00-	3,000.00
04/24/19	PURCHASED 15,000 PAR VALUE OF INSMED INC CONV 1.750% 1/15/25 TRADE DATE 4/22/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $72.19 15,000 PAR VALUE AT 104.0045 %	15,600.68-	15,600.68
04/25/19	PURCHASED 26,000 PAR VALUE OF BIOMARIN PHARM CONV 0.599% 8/01/24 TRADE DATE 4/23/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $36.34 26,000 PAR VALUE AT 103.875 %	27,007.50-	27,007.50
04/25/19	PURCHASED 14,000 PAR VALUE OF INPHI CORP CONV 0.750% 9/01/21 TRADE DATE 4/23/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC PURCHASE INTEREST $15.75 14,000 PAR VALUE AT 108.1874 %	15,146.24-	15,146.24
04/26/19	PURCHASED 22,000 PAR VALUE OF MERITOR INC CONV 3.250% 10/15/37 TRADE DATE 4/24/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $21.85 22,000 PAR VALUE AT 103.95 %	22,869.00-	22,869.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/01/19	PURCHASED 16,000 PAR VALUE OF OIL STS INTL CONV 1.500% 2/15/23 TRADE DATE 4/29/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $50.67 16,000 PAR VALUE AT 91.75 %	14,680.00-	14,680.00
05/02/19	PURCHASED 21,000 PAR VALUE OF PURE STORAGE CONV 0.125% 4/15/23 TRADE DATE 4/30/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PURCHASE INTEREST $1.24 21,000 PAR VALUE AT 110.9208 %	23,293.37-	23,293.37
05/02/19	PURCHASED 22,000 PAR VALUE OF SUPERNUS PHARM CONV 0.625% 4/01/23 TRADE DATE 4/30/19 PURCHASED THROUGH MIZUHO SECURITIES USA, INC. PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $11.84 22,000 PAR VALUE AT 101.089 %	22,239.58-	22,239.58
05/03/19	PURCHASED 1,000 PAR VALUE OF ADVANCED MICRO CONV 2.125% 9/01/26 TRADE DATE 5/1/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASE INTEREST $3.66 1,000 PAR VALUE AT 353.25 %	3,532.50-	3,532.50
05/03/19	PURCHASED 100 SHARES OF HCP INC REIT TRADE DATE 5/1/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $4.00 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 100 SHARES AT $30.0626	3,010.26-	3,010.26

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/07/19	PURCHASED 9,000 PAR VALUE OF TESLA INC CONV 2.000% 5/15/24 TRADE DATE 5/3/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC 9,000 PAR VALUE AT 104 %	9,360.00-	9,360.00
05/07/19	PURCHASED 12,000 PAR VALUE OF TESLA INC CONV 2.000% 5/15/24 TRADE DATE 5/3/19 PURCHASED THROUGH GOLDMAN, SACHS & CO. PURCHASED ON THE OTC BULLETIN BOARD 12,000 PAR VALUE AT 100 %	12,000.00-	12,000.00
05/07/19	PURCHASED 200 SHARES OF HCP INC REIT TRADE DATE 5/3/19 PURCHASED THROUGH WEEDEN AND CO. PAID $8.00 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 200 SHARES AT $30.6286	6,133.72-	6,133.72
05/08/19	PURCHASED 50 SHARES OF PARAMOUNT GROUP INC REIT TRADE DATE 5/6/19 PURCHASED THROUGH RBC CAPITAL MARKETS CORP PAID $2.00 BROKERAGE 50 SHARES AT $14.6181	732.91-	732.91
05/08/19	PURCHASED 50 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 5/6/19 PURCHASED THROUGH RBC CAPITAL MARKETS CORP PAID $2.00 BROKERAGE 50 SHARES AT $30.1076	1,507.38-	1,507.38

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/08/19	PURCHASED 280 SHARES OF DIAMONDROCK HOSPITALITY CO TRADE DATE 5/6/19 PURCHASED THROUGH PENSERRA SECURITIES PAID $11.20 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 280 SHARES AT $10.8847	3,058.92-	3,058.92
05/08/19	PURCHASED 30 SHARES OF PARAMOUNT GROUP INC REIT TRADE DATE 5/6/19 PURCHASED THROUGH WEEDEN AND CO. PAID $1.20 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 30 SHARES AT $14.52	436.80-	436.80
05/08/19	PURCHASED 165 SHARES OF HCP INC REIT TRADE DATE 5/6/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $6.60 BROKERAGE 165 SHARES AT $30.3069	5,007.24-	5,007.24
05/09/19	PURCHASED 120 SHARES OF PARAMOUNT GROUP INC REIT TRADE DATE 5/7/19 PURCHASED THROUGH WEEDEN AND CO. PAID $3.60 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 120 SHARES AT $14.3458	1,725.10-	1,725.10
05/09/19	PURCHASED 80 SHARES OF PROLOGIS INC REIT TRADE DATE 5/7/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $3.20 BROKERAGE 80 SHARES AT $74.3581	5,951.85-	5,951.85

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/09/19	PURCHASED 210 SHARES OF PARAMOUNT GROUP INC REIT TRADE DATE 5/7/19 PURCHASED THROUGH ISI GROUP INC. PAID $8.40 BROKERAGE 210 SHARES AT $14.3877	3,029.82-	3,029.82
05/10/19	PURCHASED 50 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 5/8/19 PURCHASED THROUGH ISI GROUP INC. PAID $2.00 BROKERAGE 50 SHARES AT $32.0417	1,604.09-	1,604.09
05/10/19	PURCHASED 105 SHARES OF PARAMOUNT GROUP INC REIT TRADE DATE 5/8/19 PURCHASED THROUGH JONES TRADING INSTITUTAL SVC PAID $2.10 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 105 SHARES AT $14.4008	1,514.18-	1,514.18
05/13/19	PURCHASED 40 SHARES OF PROLOGIS INC REIT TRADE DATE 5/9/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $1.60 BROKERAGE 40 SHARES AT $74.2419	2,971.28-	2,971.28
05/13/19	PURCHASED 20 SHARES OF BOSTON PROPERTIES INC REIT TRADE DATE 5/9/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC PAID $0.80 BROKERAGE 20 SHARES AT $130.3039	2,606.88-	2,606.88

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/14/19	PURCHASED 7,000 PAR VALUE OF INTERCEPT PHARM CONV 2.000% 5/15/26 TRADE DATE 5/10/19 PURCHASED THROUGH GOLDMAN, SACHS & CO. PURCHASED ON THE OTC BULLETIN BOARD 7,000 PAR VALUE AT 103.425 %	7,239.75-	7,239.75
05/14/19	PURCHASED 2,000 PAR VALUE OF INTERCEPT PHARM CONV 2.000% 5/15/26 TRADE DATE 5/10/19 PURCHASED THROUGH GOLDMAN, SACHS & CO. PURCHASED ON THE OTC BULLETIN BOARD 2,000 PAR VALUE AT 100 %	2,000.00-	2,000.00
05/14/19	PURCHASED 25 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 5/10/19 PURCHASED THROUGH ISI GROUP INC. PAID $1.00 BROKERAGE 25 SHARES AT $129.5058	3,238.65-	3,238.65
05/15/19	PURCHASED 35 SHARES OF JBG SMITH PROPERTIES REIT TRADE DATE 5/13/19 PURCHASED THROUGH MKM PARTNERS LLC PAID $1.40 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 35 SHARES AT $41.1852	1,442.88-	1,442.88
05/17/19	PURCHASED 28,000 PAR VALUE OF INSULET CORP CONV 1.375% 11/15/24 TRADE DATE 5/15/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $2.14 28,000 PAR VALUE AT 128.6 %	36,008.00-	36,008.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/17/19	PURCHASED 95 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 5/15/19 PURCHASED THROUGH RAYMOND JAMES & ASSOCS INC. PAID $3.80 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 95 SHARES AT $31.452385	2,991.78-	2,991.78
05/17/19	PURCHASED 95 SHARES OF DUKE REALTY CORP REIT TRADE DATE 5/15/19 PURCHASED THROUGH RAYMOND JAMES & ASSOCS INC. PAID $3.80 BROKERAGE PURCHASED ON THE OTC BULLETIN BOARD 95 SHARES AT $30.624725	2,913.15-	2,913.15
05/20/19	PURCHASED 10,000 PAR VALUE OF TERADYNE INC CONV 1.250% 12/15/23 TRADE DATE 5/16/19 PURCHASED THROUGH BARCLAYS CAPITAL LE PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $53.82 10,000 PAR VALUE AT 159.3949 %	15,939.49-	15,939.49
05/21/19	PURCHASED 120 SHARES OF AVANTOR INC 6.250% CONV PFD SER A TRADE DATE 5/17/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC 120 SHARES AT $52.625	6,315.00-	6,315.00
05/21/19	PURCHASED 120 SHARES OF AVANTOR INC 6.250% CONV PFD SER A TRADE DATE 5/17/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD 120 SHARES AT $52.125	6,255.00-	6,255.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
05/21/19	PURCHASED 60 SHARES OF AVANTOR INC 6.250% CONV PFD SER A TRADE DATE 5/17/19 PURCHASED THROUGH GOLDMAN, SACHS & CO. 60 SHARES AT $50.00	3,000.00-	3,000.00
05/21/19	PURCHASED 110 SHARES OF PARAMOUNT GROUP INC REIT TRADE DATE 5/17/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $4.40 BROKERAGE 110 SHARES AT $14.5088	1,600.37-	1,600.37
05/21/19	PURCHASED 45 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 5/17/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $1.80 BROKERAGE 45 SHARES AT $30.9064	1,392.59-	1,392.59
05/23/19	PURCHASED 37,000 PAR VALUE OF AKAMAI TECH INC CONV 0.125% 5/01/25 TRADE DATE 5/21/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASE INTEREST $2.83 37,000 PAR VALUE AT 105.25 %	38,942.50-	38,942.50
05/28/19	PURCHASED 9,000 PAR VALUE OF INTERCEPT PHARM CONV 2.000% 5/15/26 TRADE DATE 5/23/19 PURCHASED THROUGH BARCLAYS CAPITAL LE PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $7.00 9,000 PAR VALUE AT 103.679 %	9,331.11-	9,331.11

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/03/19	PURCHASED 21,000 PAR VALUE OF ATLASSIAN INC CONV 0.625% 5/01/23 TRADE DATE 5/30/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASE INTEREST $11.67 21,000 PAR VALUE AT 163.25 %	34,282.50-	34,282.50
06/03/19	PURCHASED 11,000 PAR VALUE OF TELADOC HEALTH CONV 1.375% 5/15/25 TRADE DATE 5/30/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC PURCHASE INTEREST $7.56 11,000 PAR VALUE AT 134.25 %	14,767.50-	14,767.50
06/03/19	PURCHASED 650 SHARES OF INVITATION HOMES INC REIT TRADE DATE 5/29/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC 650 SHARES AT $25.30	16,445.00-	16,445.00
06/03/19	PURCHASED 20 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 5/30/19 PURCHASED THROUGH IVY SECURITY INC PAID $0.80 BROKERAGE 20 SHARES AT $124.6437	2,493.67-	2,493.67
06/03/19	PURCHASED 60 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 5/30/19 PURCHASED THROUGH IVY SECURITY INC PAID $2.40 BROKERAGE 60 SHARES AT $25.2397	1,516.78-	1,516.78

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/03/19	PURCHASED 11,000 PAR VALUE OF TWILIO INC CONV 0.250% 6/01/23 TRADE DATE 5/30/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $0.15 11,000 PAR VALUE AT 190.125 %	20,913.75-	20,913.75
06/03/19	PURCHASED 13,000 PAR VALUE OF NEW RELIC INC CONV 0.500% 5/01/23 TRADE DATE 5/30/19 PURCHASED THROUGH WACHOVIA SECURITIES CAPITAL PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $5.78 13,000 PAR VALUE AT 115.2646 %	14,984.40-	14,984.40
06/04/19	PURCHASED 15 SHARES OF HILTON GRAND VACATIONS INC TRADE DATE 5/31/19 PURCHASED THROUGH IVY SECURITY INC PAID $0.60 BROKERAGE 15 SHARES AT $25.1319	377.58-	377.58
06/04/19	PURCHASED 40 SHARES OF JBG SMITH PROPERTIES REIT TRADE DATE 5/31/19 PURCHASED THROUGH IVY SECURITY INC PAID $1.60 BROKERAGE 40 SHARES AT $39.2418	1,571.27-	1,571.27
06/04/19	PURCHASED 40 SHARES OF KILROY RLTY CORP REIT TRADE DATE 5/31/19 PURCHASED THROUGH IVY SECURITY INC PAID $1.60 BROKERAGE 40 SHARES AT $73.8654	2,956.22-	2,956.22

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/05/19	PURCHASED 55 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 6/3/19 PURCHASED THROUGH ISI GROUP INC. PAID $2.20 BROKERAGE 55 SHARES AT $27.6683	1,523.96-	1,523.96
06/05/19	PURCHASED 25 SHARES OF MARRIOTT INTERNATIONAL INC TRADE DATE 6/3/19 PURCHASED THROUGH IVY SECURITY INC PAID $1.00 BROKERAGE 25 SHARES AT $124.9386	3,124.47-	3,124.47
06/06/19	PURCHASED 23,000 PAR VALUE OF DISH NETWORK CONV 3.375% 8/15/26 TRADE DATE 6/4/19 PURCHASED THROUGH DEUTSCHE BANK SECURITIES INC PURCHASE INTEREST $239.34 23,000 PAR VALUE AT 92.625 %	21,303.75-	21,303.75
06/06/19	PURCHASED 40 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 6/4/19 PURCHASED THROUGH IVY SECURITY INC PAID $1.60 BROKERAGE 40 SHARES AT $27.84	1,115.20-	1,115.20
06/10/19	PURCHASED 60 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 6/6/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $2.40 BROKERAGE 60 SHARES AT $27.4128	1,647.17-	1,647.17

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/10/19	PURCHASED 10 SHARES OF CORESITE REALTY CORP REIT TRADE DATE 6/6/19 PURCHASED THROUGH LOOP CAPITAL MARKETS PAID $0.40 BROKERAGE 10 SHARES AT $114.9821	1,150.22-	1,150.22
06/11/19	PURCHASED 27,000 PAR VALUE OF SQUARE INC CONV 0.500% 5/15/23 TRADE DATE 6/7/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASE INTEREST $9.75 27,000 PAR VALUE AT 115.4 %	31,158.00-	31,158.00
06/12/19	PURCHASED 13,000 PAR VALUE OF ENVESTNET INC CONV 1.750% 6/01/23 TRADE DATE 6/10/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $6.95 13,000 PAR VALUE AT 119.25 %	15,502.50-	15,502.50
06/12/19	PURCHASED 9,000 PAR VALUE OF CHEGG INC CONV 0.250% 5/15/23 TRADE DATE 6/10/19 PURCHASED THROUGH GOLDMAN, SACHS & CO. PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $1.69 9,000 PAR VALUE AT 155.4311 %	13,988.80-	13,988.80
06/14/19	PURCHASED 130 SHARES OF AVANTOR INC 6.250% CONV PFD SER A TRADE DATE 6/12/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 130 SHARES AT $63.261039	8,223.94-	8,223.94

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/17/19	PURCHASED 40 SHARES OF CORESITE REALTY CORP REIT TRADE DATE 6/13/19 PURCHASED THROUGH WEEDEN AND CO. PAID $0.80 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 40 SHARES AT $115.0612	4,603.25-	4,603.25
06/18/19	PURCHASED 60 SHARES OF FOUR CORNERS PROPERTY TRUST INC REIT TRADE DATE 6/14/19 PURCHASED THROUGH WEEDEN AND CO. PAID $1.20 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 60 SHARES AT $28.4624	1,708.94-	1,708.94
06/18/19	PURCHASED 70 SHARES OF ALEXANDER & BALDWIN INC REIT TRADE DATE 6/14/19 PURCHASED THROUGH WEEDEN AND CO. PAID $1.40 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 70 SHARES AT $23.6188	1,654.72-	1,654.72
06/21/19	PURCHASED 145 SHARES OF DIAMONDROCK HOSPITALITY CO TRADE DATE 6/19/19 PURCHASED THROUGH IVY SECURITY INC PAID $5.80 BROKERAGE 145 SHARES AT $10.3624	1,508.35-	1,508.35
06/21/19	PURCHASED 55 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 6/19/19 PURCHASED THROUGH WEEDEN AND CO. PAID $1.10 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 55 SHARES AT $28.9762	1,594.79-	1,594.79

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
06/24/19	PURCHASED 45 SHARES OF ALEXANDRIA REAL ESTATE EQ REIT TRADE DATE 6/20/19 PURCHASED THROUGH IVY SECURITY INC PAID $1.80 BROKERAGE 45 SHARES AT $149.9727	6,750.57-	6,750.57
06/24/19	PURCHASED 110 SHARES OF PEBBLEBROOK HOTEL REIT TRADE DATE 6/20/19 PURCHASED THROUGH WEEDEN AND CO. PAID $2.20 BROKERAGE PURCHASED ON THE NEW YORK STOCK EXCHANGE, INC. 110 SHARES AT $29.1486	3,208.55-	3,208.55
07/01/19	PURCHASED 105 SHARES OF CHANGE HEALTHCARE 6.000% CONV PFD TRADE DATE 6/27/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASED ON THE OTC BULLETIN BOARD 105 SHARES AT $52.80	5,544.00-	5,544.00
07/01/19	PURCHASED 173 SHARES OF CHANGE HEALTHCARE 6.000% CONV PFD TRADE DATE 6/27/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD 173 SHARES AT $53.6034	9,273.39-	9,273.39
07/01/19	PURCHASED 22 SHARES OF CHANGE HEALTHCARE 6.000% CONV PFD TRADE DATE 6/27/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC 22 SHARES AT $50.00	1,100.00-	1,100.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/02/19	PURCHASED 34,000 PAR VALUE OF WRIGHT MEDICAL CONV 1.625% 6/15/23 TRADE DATE 6/28/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASE INTEREST $26.09 34,000 PAR VALUE AT 110.3215 %	37,509.31-	37,509.31
07/02/19	PURCHASED 6,000 PAR VALUE OF AIR TRANSPORT CONV 1.125% 10/15/24 TRADE DATE 6/28/19 PURCHASED THROUGH MORGAN STANLEY & CO. INC PURCHASE INTEREST $14.44 6,000 PAR VALUE AT 101.745 %	6,104.70-	6,104.70
07/16/19	PURCHASED 7,000 PAR VALUE OF SQUARE INC CONV 0.500% 5/15/23 TRADE DATE 7/12/19 PURCHASED THROUGH MIZUHO SECURITIES USA, INC. PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $5.93 7,000 PAR VALUE AT 128.75 %	9,012.50-	9,012.50
07/19/19	PURCHASED 14,000 PAR VALUE OF REPLIGEN CORP CONV 0.375% 7/15/24 TRADE DATE 7/17/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC 14,000 PAR VALUE AT 103.5 %	14,490.00-	14,490.00
07/19/19	PURCHASED 2,000 PAR VALUE OF REPLIGEN CORP CONV 0.375% 7/15/24 TRADE DATE 7/17/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC 2,000 PAR VALUE AT 100 %	2,000.00-	2,000.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
07/23/19	PURCHASED 95 SHARES OF DOMINION ENRGY 7.250% CONV PFD SER A TRADE DATE 7/19/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASED ON THE OTC BULLETIN BOARD 95 SHARES AT $102.8252	9,768.39-	9,768.39
07/24/19	PURCHASED 185 SHARES OF DOMINION ENRGY 7.250% CONV PFD SER A TRADE DATE 7/22/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASED ON THE OTC BULLETIN BOARD 185 SHARES AT $102.1648	18,900.49-	18,900.49
07/30/19	PURCHASED 32,000 PAR VALUE OF TWITTER INC CONV 0.250% 6/15/24 TRADE DATE 7/26/19 PURCHASED THROUGH MORGAN STANLEY & CO. INC PURCHASE INTEREST $10.00 32,000 PAR VALUE AT 105.85 %	33,872.00-	33,872.00
08/09/19	PURCHASED 45,000 PAR VALUE OF PALO ALTO NET CONV 0.750% 7/01/23 TRADE DATE 8/7/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $35.62 45,000 PAR VALUE AT 107.5 %	48,375.00-	48,375.00
08/19/19	PURCHASED 16,000 PAR VALUE OF LIBERTY MEDIA CONV 1.000% 1/30/23 TRADE DATE 8/15/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC PURCHASE INTEREST $8.44 16,000 PAR VALUE AT 123.6753 %	19,788.05-	19,788.05

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
08/22/19	PURCHASED 12,000 PAR VALUE OF TWITTER INC CONV 0.250% 6/15/24 TRADE DATE 8/20/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $5.58 12,000 PAR VALUE AT 108.15 %	12,978.00-	12,978.00
08/28/19	PURCHASED 265 SHARES OF SOUTHERN CO 6.750% CONV PFD SER 19 TRADE DATE 8/26/19 PURCHASED THROUGH MITSUBISHI UFJ SECURITIES (USA PURCHASED ON THE OTC BULLETIN BOARD 265 SHARES AT $51.1737	13,561.03-	13,561.03
08/28/19	PURCHASED 13,000 PAR VALUE OF FTI CONSULTING CONV 2.000% 8/15/23 TRADE DATE 8/26/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC PURCHASE INTEREST $9.39 13,000 PAR VALUE AT 121.7 %	15,821.00-	15,821.00
08/29/19	PURCHASED 210 SHARES OF SOUTHERN CO 6.750% CONV PFD SER 19 TRADE DATE 8/27/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASED ON THE OTC BULLETIN BOARD 210 SHARES AT $51.2215	10,756.52-	10,756.52
08/30/19	PURCHASED 54,298.643 SHARES OF VANGUARD ST CORP BD IDX-ADM TRADE DATE 8/29/19 54,298.643 SHARES AT $22.10	1,200,000.00-	1,200,000.00
08/30/19	PURCHASED 195 SHARES OF SOUTHERN CO 6.750% CONV PFD SER 19 TRADE DATE 8/28/19 PURCHASED THROUGH BARCLAYS CAPITAL LE 195 SHARES AT $51.1008	9,964.66-	9,964.66

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
08/30/19	PURCHASED 10,000 PAR VALUE OF OSI SYSTEMS INC CONV 1.250% 9/01/22 TRADE DATE 8/28/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC PURCHASE INTEREST $62.15 10,000 PAR VALUE AT 115.2563 %	11,525.63-	11,525.63
09/05/19	PURCHASED 6,000 PAR VALUE OF OSI SYSTEMS INC CONV 1.250% 9/01/22 TRADE DATE 9/3/19 PURCHASED THROUGH J.P. MORGAN SECURITIES LLC PURCHASE INTEREST $0.83 6,000 PAR VALUE AT 114.1811 %	6,850.87-	6,850.87
09/05/19	PURCHASED 17,000 PAR VALUE OF RADIUS HEALTH CONV 3.000% 9/01/24 TRADE DATE 9/3/19 PURCHASED THROUGH BARCLAYS CAPITAL LE PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $5.67 17,000 PAR VALUE AT 95.4603 %	16,228.25-	16,228.25
09/06/19	PURCHASED 4,000 PAR VALUE OF MONGODB INC CONV 0.750% 6/15/24 TRADE DATE 9/4/19 PURCHASED THROUGH BARCLAYS CAPITAL LE PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $6.75 4,000 PAR VALUE AT 241.2557 %	9,650.23-	9,650.23
09/09/19	PURCHASED 3,000 PAR VALUE OF COUPA SOFTWARE CONV 0.375% 1/15/23 TRADE DATE 9/5/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASE INTEREST $1.69 3,000 PAR VALUE AT 337 %	10,110.00-	10,110.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/10/19	PURCHASED 15,000 PAR VALUE OF PRICELINE GROUP CONV 0.900% 9/15/21 TRADE DATE 9/6/19 PURCHASED THROUGH BANC OF AMERICA FINANCE SERVIC PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $65.62 15,000 PAR VALUE AT 117.1102 %	17,566.53-	17,566.53
09/13/19	PURCHASED 19,000 PAR VALUE OF RH CONV Z-CPN 6/15/23 TRADE DATE 9/11/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD 19,000 PAR VALUE AT 107.25 %	20,377.50-	20,377.50
09/19/19	PURCHASED 27,000 PAR VALUE OF MEDICINES CO CONV 2.750% 7/15/23 TRADE DATE 9/17/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $132.00 27,000 PAR VALUE AT 118.5625 %	32,011.88-	32,011.88
09/23/19	PURCHASED 260 SHARES OF NEXTERA ENERGY 4.872% CONV PFD SER J TRADE DATE 9/19/19 PURCHASED THROUGH MITSUBISHI UFJ SECURITIES (USA PURCHASED ON THE OTC BULLETIN BOARD 260 SHARES AT $49.1766	12,785.92-	12,785.92
09/24/19	PURCHASED 185 SHARES OF NEXTERA ENERGY 4.872% CONV PFD SER J TRADE DATE 9/20/19 PURCHASED THROUGH BARCLAYS CAPITAL LE 185 SHARES AT $49.0049	9,065.91-	9,065.91

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/25/19	PURCHASED 37,000 PAR VALUE OF SPLUNK INC CONV 1.125% 9/15/25 TRADE DATE 9/23/19 PURCHASED THROUGH MORGAN STANLEY & CO. INC PURCHASE INTEREST $11.56 37,000 PAR VALUE AT 111.47 %	41,243.90-	41,243.90
09/27/19	PURCHASED 190 SHARES OF NEXTERA ENERGY 4.872% CONV PFD SER J TRADE DATE 9/25/19 PURCHASED THROUGH BARCLAYS CAPITAL LE 190 SHARES AT $49.5427	9,413.11-	9,413.11
09/27/19	PURCHASED 21,000 PAR VALUE OF CREE INC CONV 0.875% 9/01/23 TRADE DATE 9/25/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASE INTEREST $13.27 21,000 PAR VALUE AT 110.75 %	23,257.50-	23,257.50
09/27/19	PURCHASED 13,000 PAR VALUE OF PERFICIENT INC CONV 2.375% 9/15/23 TRADE DATE 9/25/19 PURCHASED THROUGH BMO CAPITAL MARKETS PURCHASED ON THE OTC BULLETIN BOARD PURCHASE INTEREST $10.29 13,000 PAR VALUE AT 118.3669 %	15,387.70-	15,387.70
09/30/19	PURCHASED 6 SHARES OF BROADCOM INC 8.000% CONV PFD SER A TRADE DATE 9/25/19 PURCHASED THROUGH M LYNCH,PIERCE,FENNER,& SMITH PURCHASED ON THE OTC BULLETIN BOARD 6 SHARES AT $1,004.00	6,024.00-	6,024.00

DATE	TRANSACTION DESCRIPTION	CASH	FEDERAL TAX COST
09/30/19	PURCHASED 3 SHARES OF BROADCOM INC 8.000% CONV PFD SER A TRADE DATE 9/25/19 PURCHASED THROUGH JEFFERIES & COMPANY PURCHASED ON THE OTC BULLETIN BOARD 3 SHARES AT $1,003.00	3,009.00-	3,009.00
09/30/19	PURCHASED 8 SHARES OF BROADCOM INC 8.000% CONV PFD SER A TRADE DATE 9/25/19 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC 8 SHARES AT $1,000.00	8,000.00-	8,000.00
	TOTAL PURCHASES	**4,020,571.26-**	**4,020,571.26**
	TOTAL DISBURSEMENTS	**10,547,320.11-**	**3,986,253.91**
	CASH SWEEP ACTIVITY		
	FEDERATED TRSY OBLIGS MM-I #68		
	TOTAL PURCHASES	9,335,390.73-	9,335,390.73
	TOTAL SALES	9,330,246.16	9,330,246.16-
	TOTAL CASH SWEEP ACTIVITY	**5,144.57-**	**5,144.57**
	ENDING BALANCES	**$0.00**	**$18,485,571.37**

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
		FREE RECEIPTS		
12/21/18	573	ALEXANDER & BALDWIN INC REIT	0.00	12,038.73
12/21/18	465	ALEXANDRIA REAL ESTATE EQ REIT	0.00	50,038.65
12/21/18	92	AMERICAN TOWER CORP REIT	0.00	9,652.64
12/21/18	542	AMERICOLD REALTY TRUST REIT	0.00	13,279.00
12/21/18	622	APARTMENT INVT & MGMT CO CL A REIT	0.00	22,584.82
02/21/19	831.078	APARTMENT INVT & MGMT CO CL A REIT	0.00	34,317.35
12/21/18	384	BOSTON PROPERTIES INC REIT	0.00	48,491.52
12/21/18	395	CAMDEN PROPERTY TRUST REIT	0.00	36,912.75
05/15/19	1	COBALT INTERNATIONAL CLASS ACTION	0.00	0.00
12/21/18	200	CORESITE REALTY CORP REIT	0.00	21,186.00
12/21/18	1,468	CUBESMART REIT	0.00	40,032.36
12/21/18	766	CUSHMAN & WAKEFIELD PLC	0.00	12,278.98
12/21/18	2,683	DIAMONDROCK HOSPITAL REIT	0.00	31,793.55
12/21/18	258	DIGITAL REALTY TRUST INC REIT	0.00	20,149.80
12/21/18	1,124	DUKE REALTY CORP REIT	0.00	30,336.76
12/21/18	173	EQUINIX INC REIT	0.00	46,687.51
12/21/18	1,098	EQUITY RESIDENTIAL PPTYS TR REIT	0.00	21,476.88
12/21/18	206	ESSEX PROPERTY TRUST INC REIT	0.00	5,520.80
12/21/18	587	EXTRA SPACE STORAGE INC REIT	0.00	15,479.19
12/21/18	551	FOUR CORNERS PROPERTY TRUST INC REIT	0.00	10,044.73

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
12/21/18	1,027	HEALTHCARE TRUST OF AMER CL A REIT	0.00	16,709.29
12/21/18	782	HIGHWOODS PROPERTIES INC REIT	0.00	34,720.80
12/21/18	530	HILTON GRAND VACATIONS INC	0.00	9,158.40
12/21/18	1,411	INVITATION HOMES INC REIT	0.00	24,692.50
12/21/18	404	JBG SMITH PROPERTIES REIT	0.00	14,943.96
12/21/18	677	KILROY RLTY CORP REIT	0.00	25,671.84
12/21/18	2,406	KIMCO REALTY CORP REIT	0.00	40,853.88
12/21/18	411	MACERICH CO COM REIT	0.00	20,307.51
12/21/18	256	MARRIOTT INTERNATIONAL INC	0.00	26,626.56
12/21/18	591	PEBBLEBROOK HOTEL REIT	0.00	21,069.15
12/21/18	1,417	PROLOGIS INC REIT	0.00	21,750.95
12/21/18	748	REGENCY CENTERS CORPORATION REIT	0.00	47,916.88
12/21/18	666	SIMON PROPERTY GROUP INC REIT	0.00	11,415.24
12/21/18	335	SUN COMMUNITIES INC REIT	0.00	22,110.00
12/21/18	478	TERRENO REALTY CORP REIT	0.00	12,925.12
12/21/18	1,055	VENTAS INC REIT	0.00	55,271.45
12/21/18	387	WELLTOWER INC REIT	0.00	22,457.61
		TOTAL FREE RECEIPTS	**0.00**	**910,903.16**
		DIVIDEND REINVESTMENTS		
12/21/18	2,566.739	AMERICAN EUROPACIFIC GRTH-R6	114,245.54-	114,245.54
06/13/19	134.15	AMERICAN EUROPACIFIC GRTH-R6	6,879.19-	6,879.19

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
		TOTAL AMERICAN EUROPACIFIC GRTH-R6	121,124.73-	121,124.73
03/27/19	23.456	APARTMENT INVT & MGMT CO CL A REIT	1,171.16-	1,171.16
04/03/19	23.456-	APARTMENT INVT & MGMT CO CL A REIT	1,171.16	1,171.16-
04/03/19	26.269	APARTMENT INVT & MGMT CO CL A REIT	1,311.61-	1,311.61
		TOTAL APARTMENT INVT & MGMT CO CL A REIT	1,311.61-	1,311.61
12/24/18	2,942.517	LAZARD GLBL LSTD INFRA-INST	39,782.83-	39,782.83
03/22/19	192.478	LAZARD GLBL LSTD INFRA-INST	2,839.05-	2,839.05
06/24/19	230.793	LAZARD GLBL LSTD INFRA-INST	3,568.06-	3,568.06
08/22/19	387.929	LAZARD GLBL LSTD INFRA-INST	5,869.37-	5,869.37
09/23/19	482.408	LAZARD GLBL LSTD INFRA-INST	7,260.24-	7,260.24
		TOTAL LAZARD GLBL LSTD INFRA-INST	59,319.55-	59,319.55
10/01/18	1,167.811	VANGUARD INTM TRM INV G-ADM	10,942.39-	10,942.39
11/01/18	1,261.376	VANGUARD INTM TRM INV G-ADM	11,718.18-	11,718.18
12/03/18	1,281.566	VANGUARD INTM TRM INV G-ADM	11,892.93-	11,892.93
01/04/19	1,317.036	VANGUARD INTM TRM INV G-ADM	12,366.97-	12,366.97
02/01/19	1,236.322	VANGUARD INTM TRM INV G-ADM	11,769.79-	11,769.79
03/01/19	1,181.165	VANGUARD INTM TRM INV G-ADM	11,244.69-	11,244.69
04/01/19	1,296.455	VANGUARD INTM TRM INV G-ADM	12,549.68-	12,549.68
05/01/19	1,271.902	VANGUARD INTM TRM INV G-ADM	12,324.73-	12,324.73
06/03/19	1,276.596	VANGUARD INTM TRM INV G-ADM	12,523.41-	12,523.41
07/01/19	1,223.84	VANGUARD INTM TRM INV G-ADM	12,177.21-	12,177.21
08/02/19	1,208.468	VANGUARD INTM TRM INV G-ADM	12,012.17-	12,012.17
09/03/19	1,108.334	VANGUARD INTM TRM INV G-ADM	11,238.51-	11,238.51
		TOTAL VANGUARD INTM TRM INV G-ADM	142,760.66-	142,760.66
10/01/18	883.681	VANGUARD INTRM BND IDX-ADM	9,623.29-	9,623.29
11/01/18	924.451	VANGUARD INTRM BND IDX-ADM	9,993.32-	9,993.32
12/03/18	898.147	VANGUARD INTRM BND IDX-ADM	9,744.90-	9,744.90
01/02/19	924.84	VANGUARD INTRM BND IDX-ADM	10,191.74-	10,191.74
02/01/19	920.431	VANGUARD INTRM BND IDX-ADM	10,272.01-	10,272.01
03/01/19	862.796	VANGUARD INTRM BND IDX-ADM	9,602.92-	9,602.92
04/01/19	947.57	VANGUARD INTRM BND IDX-ADM	10,764.39-	10,764.39
05/01/19	919.957	VANGUARD INTRM BND IDX-ADM	10,432.31-	10,432.31
06/03/19	935.881	VANGUARD INTRM BND IDX-ADM	10,809.42-	10,809.42

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
07/01/19	891.731	VANGUARD INTRM BND IDX-ADM	10,433.25-	10,433.25
08/02/19	906.408	VANGUARD INTRM BND IDX-ADM	10,604.97-	10,604.97
09/03/19	836.775	VANGUARD INTRM BND IDX-ADM	10,049.67-	10,049.67
		TOTAL VANGUARD INTRM BND IDX-ADM	122,522.19-	122,522.19
09/04/19	128.485	VANGUARD ST CORP BD IDX-ADM	2,834.39-	2,834.39
12/18/18	22,939.429	VIRTUS CEREDEX S/C VALUE EQTY-I	205,307.89-	205,307.89
06/21/19	457.142	VIRTUS CEREDEX S/C VALUE EQTY-I	4,530.28-	4,530.28
		TOTAL VIRTUS CEREDEX S/C VALUE EQTY-I	209,838.17-	209,838.17
		TOTAL DIVIDEND REINVESTMENTS	659,711.30-	659,711.30
		BUYS		
05/03/19	1,000	ADVANCED MICRO CONV 2.125% 9/01/26	3,532.50-	3,532.50
01/14/19	10,000	AEROJET ROCKET CONV 2.250% 12/15/23	15,250.00-	15,250.00
12/31/18	11,000	AIR TRANSPORT CONV 1.125% 10/15/24	10,294.99-	10,294.99
01/02/19	8,000	AIR TRANSPORT CONV 1.125% 10/15/24	7,472.62-	7,472.62
07/02/19	6,000	AIR TRANSPORT CONV 1.125% 10/15/24	6,104.70-	6,104.70
		TOTAL AIR TRANSPORT CONV 1.125% 10/15/24	23,872.31-	23,872.31
05/23/19	37,000	AKAMAI TECH INC CONV 0.125% 5/01/25	38,942.50-	38,942.50
12/28/18	55	ALEXANDER & BALDWIN INC REIT	1,009.80-	1,009.80
01/18/19	15	ALEXANDER & BALDWIN INC REIT	327.72-	327.72
06/18/19	70	ALEXANDER & BALDWIN INC REIT	1,654.72-	1,654.72
		TOTAL ALEXANDER & BALDWIN INC REIT	2,992.24-	2,992.24
01/18/19	10	ALEXANDRIA REAL ESTATE EQ REIT	1,219.80-	1,219.80
06/24/19	45	ALEXANDRIA REAL ESTATE EQ REIT	6,750.57-	6,750.57
		TOTAL ALEXANDRIA REAL ESTATE EQ REIT	7,970.37-	7,970.37
03/20/19	55	AMERICAN ELECTRIC POWER 6.125% PFD	2,750.00-	2,750.00

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
03/20/19	240	AMERICAN ELECTRIC POWER 6.125% PFD	12,120.00-	12,120.00
03/20/19	175	AMERICAN ELECTRIC POWER 6.125% PFD	8,863.75-	8,863.75
		TOTAL AMERICAN ELECTRIC POWER 6.125% PFD	23,733.75-	23,733.75
01/18/19	5	AMERICAN TOWER CORP REIT	819.40-	819.40
01/18/19	10	AMERICOLD REALTY TRUST REIT	278.04-	278.04
02/27/19	100	AMERICOLD REALTY TRUST REIT	2,871.04-	2,871.04
03/11/19	255	AMERICOLD REALTY TRUST REIT	7,076.25-	7,076.25
04/22/19	195	AMERICOLD REALTY TRUST REIT	5,801.25-	5,801.25
		TOTAL AMERICOLD REALTY TRUST REIT	16,026.58-	16,026.58
01/18/19	15	APARTMENT INVT & MGMT CO CL A REIT	694.40-	694.40
02/12/19	115	APARTMENT INVT & MGMT CO CL A REIT	5,673.62-	5,673.62
02/13/19	30	APARTMENT INVT & MGMT CO CL A REIT	1,481.79-	1,481.79
02/14/19	25	APARTMENT INVT & MGMT CO CL A REIT	1,222.75-	1,222.75
02/15/19	65	APARTMENT INVT & MGMT CO CL A REIT	3,204.62-	3,204.62
		TOTAL APARTMENT INVT & MGMT CO CL A REIT	12,277.18-	12,277.18
02/28/19	60	APARTMENT INVT & MGMT CO CL A REIT	2,964.94-	2,964.94
04/10/19	25	APARTMENT INVT & MGMT CO CL A REIT	1,262.44-	1,262.44
		TOTAL APARTMENT INVT & MGMT CO CL A REIT	4,227.38-	4,227.38
04/23/19	90	AQUA AMERICA INC 6.000% CONV PFD	4,698.00-	4,698.00
04/23/19	190	AQUA AMERICA INC 6.000% CONV PFD	9,901.85-	9,901.85
04/23/19	60	AQUA AMERICA INC 6.000% CONV PFD	3,000.00-	3,000.00
		TOTAL AQUA AMERICA INC 6.000% CONV PFD	17,599.85-	17,599.85
01/18/19	30,000	ARES CAPITAL CONV 3.750% 2/01/22	30,000.00-	30,000.00
06/03/19	21,000	ATLASSIAN INC CONV 0.625% 5/01/23	34,282.50-	34,282.50
05/21/19	120	AVANTOR INC 6.250% CONV PFD SER A	6,315.00-	6,315.00
05/21/19	120	AVANTOR INC 6.250% CONV PFD SER A	6,255.00-	6,255.00
05/21/19	60	AVANTOR INC 6.250% CONV PFD SER A	3,000.00-	3,000.00
06/14/19	130	AVANTOR INC 6.250% CONV PFD SER A	8,223.94-	8,223.94

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
		TOTAL AVANTOR INC 6.250% CONV PFD SER A	23,793.94-	23,793.94
04/25/19	26,000	BIOMARIN PHARM CONV 0.599% 8/01/24	27,007.50-	27,007.50
01/11/19	8	BK OF AMERICA 7.250% CONV PFD SER L	10,160.00-	10,160.00
12/28/18	35	BOSTON PROPERTIES INC REIT	3,947.30-	3,947.30
01/18/19	10	BOSTON PROPERTIES INC REIT	1,197.08-	1,197.08
05/13/19	20	BOSTON PROPERTIES INC REIT	2,606.88-	2,606.88
		TOTAL BOSTON PROPERTIES INC REIT	7,751.26-	7,751.26
09/30/19	6	BROADCOM INC 8.000% CONV PFD SER A	6,024.00-	6,024.00
09/30/19	3	BROADCOM INC 8.000% CONV PFD SER A	3,009.00-	3,009.00
09/30/19	8	BROADCOM INC 8.000% CONV PFD SER A	8,000.00-	8,000.00
		TOTAL BROADCOM INC 8.000% CONV PFD SER A	17,033.00-	17,033.00
02/01/19	10,000	CAESARS ENT CONV 5.000% 10/01/24	14,689.98-	14,689.98
01/10/19	30	CAMDEN PROPERTY TRUST REIT	2,600.36-	2,600.36
01/18/19	10	CAMDEN PROPERTY TRUST REIT	913.52-	913.52
01/25/19	27	CAMDEN PROPERTY TRUST REIT	2,490.44-	2,490.44
02/13/19	30	CAMDEN PROPERTY TRUST REIT	2,987.62-	2,987.62
02/14/19	30	CAMDEN PROPERTY TRUST REIT	2,943.89-	2,943.89
02/15/19	30	CAMDEN PROPERTY TRUST REIT	2,955.22-	2,955.22
		TOTAL CAMDEN PROPERTY TRUST REIT	14,891.05-	14,891.05
02/08/19	355	CENTERPOINT ENERGY CONV PFD	15,904.00-	15,904.00
10/01/18	215	CENTERPOINT ENERGY 7.000% PFD SER B	10,803.75-	10,803.75
10/01/18	105	CENTERPOINT ENERGY 7.000% PFD SER B	5,250.00-	5,250.00
02/14/19	150	CENTERPOINT 7.000% CONV PFD SER B	8,066.98-	8,066.98
		TOTAL CENTERPOINT ENERGY 7.000% PFD SER B	24,120.73-	24,120.73
07/01/19	105	CHANGE HEALTHCARE 6.000% CONV PFD	5,544.00-	5,544.00
07/01/19	173	CHANGE HEALTHCARE 6.000% CONV PFD	9,273.39-	9,273.39
07/01/19	22	CHANGE HEALTHCARE 6.000% CONV PFD	1,100.00-	1,100.00

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
		TOTAL CHANGE HEALTHCARE 6.000% CONV PFD	15,917.39-	15,917.39
06/12/19	9,000	CHEGG INC CONV 0.250% 5/15/23	13,988.80-	13,988.80
11/05/18	14,000	CHESAPEAKE ENER CONV 5.500% 9/15/26	13,339.90-	13,339.90
02/25/19	8,000	CLEVELAND-CLIFF CONV 1.500% 1/15/25	12,134.31-	12,134.31
12/14/18	23,000	COLONY STARWOOD CONV 3.500% 1/15/22	24,207.50-	24,207.50
01/18/19	5	CORESITE REALTY CORP REIT	464.42-	464.42
02/06/19	20	CORESITE REALTY CORP REIT	1,970.30-	1,970.30
02/07/19	20	CORESITE REALTY CORP REIT	1,978.11-	1,978.11
03/11/19	15	CORESITE REALTY CORP REIT	1,516.10-	1,516.10
03/13/19	20	CORESITE REALTY CORP REIT	2,047.67-	2,047.67
06/10/19	10	CORESITE REALTY CORP REIT	1,150.22-	1,150.22
06/17/19	40	CORESITE REALTY CORP REIT	4,603.25-	4,603.25
		TOTAL CORESITE REALTY CORP REIT	13,730.07-	13,730.07
09/09/19	3,000	COUPA SOFTWARE CONV 0.375% 1/15/23	10,110.00-	10,110.00
09/27/19	21,000	CREE INC CONV 0.875% 9/01/23	23,257.50-	23,257.50
10/26/18	5	CROWN CASTLE 6.875% CONV PFD SER A	5,199.90-	5,199.90
01/18/19	25	CUBESMART REIT	737.17-	737.17
12/28/18	60	CUSHMAN & WAKEFIELD PLC	830.40-	830.40
01/07/19	40	CUSHMAN & WAKEFIELD PLC	561.30-	561.30
01/09/19	25	CUSHMAN & WAKEFIELD PLC	350.97-	350.97
01/18/19	25	CUSHMAN & WAKEFIELD PLC	408.55-	408.55
03/22/19	110	CUSHMAN & WAKEFIELD PLC	1,952.50-	1,952.50
04/03/19	85	CUSHMAN & WAKEFIELD PLC	1,512.26-	1,512.26
		TOTAL CUSHMAN & WAKEFIELD PLC	5,615.98-	5,615.98
03/01/19	10	DANAHER CORP 4.750% CONV PFD SER A	10,112.50-	10,112.50
03/01/19	17	DANAHER CORP 4.750% CONV PFD SER A	17,269.17-	17,269.17
03/01/19	10	DANAHER CORP 4.750% CONV PFD SER A	10,000.00-	10,000.00

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
03/01/19	16	DANAHER CORP 4.750% CONV PFD SER A	16,200.00-	16,200.00
		TOTAL DANAHER CORP 4.750% CONV PFD SER A	53,581.67-	53,581.67
01/18/19	235	DIAMONDROCK HOSPITAL REIT	2,347.06-	2,347.06
01/22/19	505	DIAMONDROCK HOSPITAL REIT	5,077.32-	5,077.32
01/23/19	555	DIAMONDROCK HOSPITAL REIT	5,589.68-	5,589.68
01/24/19	95	DIAMONDROCK HOSPITAL REIT	952.07-	952.07
05/08/19	280	DIAMONDROCK HOSPITALITY CO	3,058.92-	3,058.92
06/21/19	145	DIAMONDROCK HOSPITALITY CO	1,508.35-	1,508.35
		TOTAL DIAMONDROCK HOSPITAL REIT	18,533.40-	18,533.40
01/18/19	5	DIGITAL REALTY TRUST INC REIT	535.32-	535.32
11/28/18	21,000	DISH NETWORK CONV 3.375% 8/15/26	18,359.90-	18,359.90
11/29/18	24,000	DISH NETWORK CONV 3.375% 8/15/26	21,099.43-	21,099.43
06/06/19	23,000	DISH NETWORK CONV 3.375% 8/15/26	21,303.75-	21,303.75
		TOTAL DISH NETWORK CONV 3.375% 8/15/26	60,763.08-	60,763.08
10/19/18	300	DOMINION ENRGY 6.750% CONV PFD SER A	14,519.07-	14,519.07
10/22/18	305	DOMINION ENRGY 6.750% CONV PFD SER A	14,843.71-	14,843.71
		TOTAL DOMINION ENRGY 6.750% CONV PFD SER A	29,362.78-	29,362.78
07/23/19	95	DOMINION ENRGY 7.250% CONV PFD SER A	9,768.39-	9,768.39
07/24/19	185	DOMINION ENRGY 7.250% CONV PFD SER A	18,900.49-	18,900.49
		TOTAL DOMINION ENRGY 7.250% CONV PFD SER A	28,668.88-	28,668.88
12/28/18	120	DUKE REALTY CORP REIT	3,097.20-	3,097.20
01/18/19	25	DUKE REALTY CORP REIT	700.16-	700.16
05/17/19	95	DUKE REALTY CORP REIT	2,913.15-	2,913.15
		TOTAL DUKE REALTY CORP REIT	6,710.51-	6,710.51
06/12/19	13,000	ENVESTNET INC CONV 1.750% 6/01/23	15,502.50-	15,502.50
12/28/18	10	EQUINIX INC REIT	3,493.10-	3,493.10
12/31/18	5	EQUINIX INC REIT	1,723.45-	1,723.45

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
02/06/19	30	EQUINIX INC REIT	11,826.83-	11,826.83
02/07/19	15	EQUINIX INC REIT	5,906.10-	5,906.10
		TOTAL EQUINIX INC REIT	22,949.48-	22,949.48
12/31/18	35	EQUITY RESIDENTIAL PPTYS TR REIT	2,273.76-	2,273.76
01/18/19	20	EQUITY RESIDENTIAL PPTYS TR REIT	1,381.20-	1,381.20
02/15/19	45	EQUITY RESIDENTIAL PPTYS TR REIT	3,288.09-	3,288.09
		TOTAL EQUITY RESIDENTIAL PPTYS TR REIT	6,943.05-	6,943.05
01/18/19	5	ESSEX PROPERTY TRUST INC REIT	1,282.90-	1,282.90
02/13/19	5	ESSEX PROPERTY TRUST INC REIT	1,395.18-	1,395.18
02/14/19	5	ESSEX PROPERTY TRUST INC REIT	1,382.88-	1,382.88
02/15/19	10	ESSEX PROPERTY TRUST INC REIT	2,778.48-	2,778.48
		TOTAL ESSEX PROPERTY TRUST INC REIT	6,839.44-	6,839.44
04/02/19	8,000	ETSY INC CONV Z-CPN 3/01/23	15,592.00-	15,592.00
12/03/18	4,000	EURONET WORLD CONV 1.500% 10/01/44	6,564.84-	6,564.84
12/04/18	4,000	EURONET WORLD CONV 1.500% 10/01/44	6,661.24-	6,661.24
		TOTAL EURONET WORLD CONV 1.500% 10/01/44	13,226.08-	13,226.08
03/28/19	39,000	EXACT SCIENCES CONV 0.375% 3/15/27	40,485.90-	40,485.90
12/28/18	15	EXTRA SPACE STORAGE INC REIT	1,355.25-	1,355.25
01/18/19	10	EXTRA SPACE STORAGE INC REIT	922.78-	922.78
		TOTAL EXTRA SPACE STORAGE INC REIT	2,278.03-	2,278.03
VARIOUS	9,335,390.73	FEDERATED TRSY OBLIGS MM-I #68	9,335,390.73-	9,335,390.73
01/18/19	10	FOUR CORNERS PROPERTY TRUST INC REIT	266.94-	266.94
06/18/19	60	FOUR CORNERS PROPERTY TRUST INC REIT	1,708.94-	1,708.94
		TOTAL FOUR CORNERS PROPERTY TRUST INC REIT	1,975.88-	1,975.88
08/28/19	13,000	FTI CONSULTING CONV 2.000% 8/15/23	15,821.00-	15,821.00

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
02/19/19	125	HCP INC REIT	3,883.78-	3,883.78
02/20/19	195	HCP INC REIT	6,017.37-	6,017.37
02/20/19	315	HCP INC REIT	9,718.98-	9,718.98
02/21/19	335	HCP INC REIT	10,369.19-	10,369.19
02/22/19	370	HCP INC REIT	11,385.53-	11,385.53
03/13/19	95	HCP INC REIT	2,922.95-	2,922.95
04/11/19	145	HCP INC REIT	4,472.09-	4,472.09
04/12/19	50	HCP INC REIT	1,547.99-	1,547.99
05/03/19	100	HCP INC REIT	3,010.26-	3,010.26
05/07/19	200	HCP INC REIT	6,133.72-	6,133.72
05/08/19	165	HCP INC REIT	5,007.24-	5,007.24
		TOTAL HCP INC REIT	64,469.10-	64,469.10
01/18/19	20	HEALTHCARE TRUST OF AMER CL A REIT	530.61-	530.61
03/28/19	50,000	HERBALIFE LTD CONV 2.625% 3/15/24	54,031.25-	54,031.25
01/07/19	95	HIGHWOODS PROPERTIES INC REIT	3,702.05-	3,702.05
01/08/19	35	HIGHWOODS PROPERTIES INC REIT	1,399.75-	1,399.75
03/13/19	85	HIGHWOODS PROPERTIES INC REIT	3,839.09-	3,839.09
04/01/19	40	HIGHWOODS PROPERTIES INC REIT	1,866.27-	1,866.27
04/02/19	20	HIGHWOODS PROPERTIES INC REIT	935.11-	935.11
		TOTAL HIGHWOODS PROPERTIES INC REIT	11,742.27-	11,742.27
02/04/19	50	HILTON GRAND VACATIONS INC	1,521.91-	1,521.91
02/05/19	45	HILTON GRAND VACATIONS INC	1,363.82-	1,363.82
05/08/19	50	HILTON GRAND VACATIONS INC	1,507.38-	1,507.38
06/03/19	60	HILTON GRAND VACATIONS INC	1,516.78-	1,516.78
06/04/19	15	HILTON GRAND VACATIONS INC	377.58-	377.58
		TOTAL HILTON GRAND VACATIONS INC	6,287.47-	6,287.47
11/13/18	22,000	HORIZON PHARMA CONV 2.500% 3/15/22	23,223.57-	23,223.57
10/01/18	17,000	II-VI INC CONV 0.250% 9/01/22	19,762.02-	19,762.02
04/25/19	14,000	INPHI CORP CONV 0.750% 9/01/21	15,146.24-	15,146.24
04/24/19	15,000	INSMED INC CONV 1.750% 1/15/25	15,600.68-	15,600.68

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
05/17/19	28,000	INSULET CORP CONV 1.375% 11/15/24	36,008.00-	36,008.00
05/14/19	7,000	INTERCEPT PHARM CONV 2.000% 5/15/26	7,239.75-	7,239.75
05/14/19	2,000	INTERCEPT PHARM CONV 2.000% 5/15/26	2,000.00-	2,000.00
05/28/19	9,000	INTERCEPT PHARM CONV 2.000% 5/15/26	9,331.11-	9,331.11
		TOTAL INTERCEPT PHARM CONV 2.000% 5/15/26	18,570.86-	18,570.86
02/08/19	24,000	INTERCEPT PHARM CONV 3.250% 7/01/23	23,881.73-	23,881.73
02/05/19	195	INTL FLAVOR & FRAG 6.000% CONV PFD	10,491.00-	10,491.00
01/18/19	30	INVITATION HOMES INC REIT	624.49-	624.49
06/03/19	650	INVITATION HOMES INC REIT	16,445.00-	16,445.00
		TOTAL INVITATION HOMES INC REIT	17,069.49-	17,069.49
02/06/19	811	ISHARES CORE S&P MID-CAP ETF	149,885.13-	149,885.13
01/14/19	2,000	ISIS PHARMACEUT CONV 1.000% 11/15/21	2,230.00-	2,230.00
01/18/19	5	JBG SMITH PROPERTIES REIT	186.02-	186.02
04/18/19	35	JBG SMITH PROPERTIES REIT	1,470.00-	1,470.00
05/15/19	35	JBG SMITH PROPERTIES REIT	1,442.88-	1,442.88
06/04/19	40	JBG SMITH PROPERTIES REIT	1,571.27-	1,571.27
		TOTAL JBG SMITH PROPERTIES REIT	4,670.17-	4,670.17
01/18/19	10	KILROY RLTY CORP REIT	675.26-	675.26
06/04/19	40	KILROY RLTY CORP REIT	2,956.22-	2,956.22
		TOTAL KILROY RLTY CORP REIT	3,631.48-	3,631.48
01/02/19	80	KIMCO REALTY CORP REIT	1,195.78-	1,195.78
01/18/19	40	KIMCO REALTY CORP REIT	656.73-	656.73
		TOTAL KIMCO REALTY CORP REIT	1,852.51-	1,852.51
08/19/19	16,000	LIBERTY MEDIA CONV 1.000% 1/30/23	19,788.05-	19,788.05

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
03/22/19	24,000	LIVE NATION ENT CONV 2.500% 3/15/23	27,507.94-	27,507.94
02/07/19	9,000	LUTHENTUM HLDGS CONV 0.250% 3/15/24	9,850.50-	9,850.50
02/14/19	21,000	LUTHENTUM HLDGS CONV 0.250% 3/15/24	21,641.34-	21,641.34
		TOTAL LUTHENTUM HLDGS CONV 0.250% 3/15/24	31,491.84-	31,491.84
01/02/19	30	MACERICH CO COM REIT	1,287.71-	1,287.71
01/14/19	55	MACERICH CO COM REIT	2,529.28-	2,529.28
01/18/19	10	MACERICH CO COM REIT	457.50-	457.50
		TOTAL MACERICH CO COM REIT	4,274.49-	4,274.49
12/28/18	20	MARRIOTT INTERNATIONAL INC	2,112.40-	2,112.40
01/07/19	20	MARRIOTT INTERNATIONAL INC	2,056.62-	2,056.62
01/18/19	10	MARRIOTT INTERNATIONAL INC	1,096.71-	1,096.71
03/13/19	25	MARRIOTT INTERNATIONAL INC	3,013.89-	3,013.89
03/14/19	20	MARRIOTT INTERNATIONAL INC	2,423.42-	2,423.42
05/14/19	25	MARRIOTT INTERNATIONAL INC	3,238.65-	3,238.65
06/03/19	20	MARRIOTT INTERNATIONAL INC	2,493.67-	2,493.67
06/05/19	25	MARRIOTT INTERNATIONAL INC	3,124.47-	3,124.47
		TOTAL MARRIOTT INTERNATIONAL INC	19,559.83-	19,559.83
09/19/19	27,000	MEDICINES CO CONV 2.750% 7/15/23	32,011.88-	32,011.88
03/28/19	22,000	MEDICINES COMP CONV 2.500% 1/15/22	21,650.86-	21,650.86
04/26/19	22,000	MERITOR INC CONV 3.250% 10/15/37	22,869.00-	22,869.00
12/13/18	5,000	MICROCHIP TECH CONV 1.625% 2/15/25	7,111.50-	7,111.50
03/04/19	1,000	MICRON TECH CONV 2.125% 2/15/33	3,715.12-	3,715.12
09/06/19	4,000	MONGODB INC CONV 0.750% 6/15/24	9,650.23-	9,650.23
06/03/19	13,000	NEW RELIC INC CONV 0.500% 5/01/23	14,984.40-	14,984.40
09/23/19	260	NEXTERA ENERGY 4.872% CONV PFD SER J	12,785.92-	12,785.92
09/24/19	185	NEXTERA ENERGY 4.872% CONV PFD SER J	9,065.91-	9,065.91
09/27/19	190	NEXTERA ENERGY 4.872% CONV PFD SER J	9,413.11-	9,413.11

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
		TOTAL NEXTERA ENERGY 4.872% CONV PFD SER J	31,264.94-	31,264.94
02/19/19	32,000	NUANCE COMMUNI CONV 1.250% 4/01/25	31,695.23-	31,695.23
02/08/19	12,000	NUTANIX INC CONV Z-CPN 1/15/23	15,075.00-	15,075.00
05/01/19	16,000	OIL STS INTL CONV 1.500% 2/15/23	14,680.00-	14,680.00
03/01/19	4,000	OKTA INC CONV 0.250% 2/15/23	7,385.00-	7,385.00
03/05/19	5,000	OKTA INC CONV 0.250% 2/15/23	9,315.63-	9,315.63
		TOTAL OKTA INC CONV 0.250% 2/15/23	16,700.63-	16,700.63
08/30/19	10,000	OSI SYSTEMS INC CONV 1.250% 9/01/22	11,525.63-	11,525.63
09/05/19	6,000	OSI SYSTEMS INC CONV 1.250% 9/01/22	6,850.87-	6,850.87
		TOTAL OSI SYSTEMS INC CONV 1.250% 9/01/22	18,376.50-	18,376.50
11/09/18	15,000	PACIRA PHARMA CONV 2.375% 4/01/22	16,019.00-	16,019.00
08/09/19	45,000	PALO ALTO NET CONV 0.750% 7/01/23	48,375.00-	48,375.00
05/08/19	50	PARAMOUNT GROUP INC REIT	732.91-	732.91
05/08/19	30	PARAMOUNT GROUP INC REIT	436.80-	436.80
05/09/19	120	PARAMOUNT GROUP INC REIT	1,725.10-	1,725.10
05/09/19	210	PARAMOUNT GROUP INC REIT	3,029.82-	3,029.82
05/10/19	105	PARAMOUNT GROUP INC REIT	1,514.18-	1,514.18
05/21/19	110	PARAMOUNT GROUP INC REIT	1,600.37-	1,600.37
		TOTAL PARAMOUNT GROUP INC REIT	9,039.18-	9,039.18
04/01/19	55	PEBBLEBROOK HOTEL REIT	1,709.99-	1,709.99
04/02/19	185	PEBBLEBROOK HOTEL REIT	5,751.71-	5,751.71
04/05/19	90	PEBBLEBROOK HOTEL REIT	2,840.47-	2,840.47
04/18/19	55	PEBBLEBROOK HOTEL REIT	1,702.75-	1,702.75
05/10/19	50	PEBBLEBROOK HOTEL REIT	1,604.09-	1,604.09
05/17/19	95	PEBBLEBROOK HOTEL REIT	2,991.78-	2,991.78
05/21/19	45	PEBBLEBROOK HOTEL REIT	1,392.59-	1,392.59
06/05/19	55	PEBBLEBROOK HOTEL REIT	1,523.96-	1,523.96
06/06/19	40	PEBBLEBROOK HOTEL REIT	1,115.20-	1,115.20

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
06/10/19	60	PEBBLEBROOK HOTEL REIT	1,647.17-	1,647.17
06/21/19	55	PEBBLEBROOK HOTEL REIT	1,594.79-	1,594.79
06/24/19	110	PEBBLEBROOK HOTEL REIT	3,208.55-	3,208.55
		TOTAL PEBBLEBROOK HOTEL REIT	27,083.05-	27,083.05
09/27/19	13,000	PERFICIENT INC CONV 2.375% 9/15/23	15,387.70-	15,387.70
09/10/19	15,000	PRICELINE GROUP CONV 0.900% 9/15/21	17,566.53-	17,566.53
01/18/19	30	PROLOGIS INC REIT	1,904.84-	1,904.84
04/01/19	40	PROLOGIS INC REIT	2,877.24-	2,877.24
05/09/19	80	PROLOGIS INC REIT	5,951.85-	5,951.85
05/13/19	40	PROLOGIS INC REIT	2,971.28-	2,971.28
		TOTAL PROLOGIS INC REIT	13,705.21-	13,705.21
05/02/19	21,000	PURE STORAGE CONV 0.125% 4/15/23	23,293.37-	23,293.37
03/01/19	12,000	Q2 HOLDINGS INC 0.750% 2/15/23	15,378.00-	15,378.00
09/05/19	17,000	RADIUS HEALTH CONV 3.000% 9/01/24	16,228.25-	16,228.25
01/18/19	15	REGENCY CENTERS CORPORATION REIT	920.12-	920.12
07/19/19	14,000	REPLIGEN CORP CONV 0.375% 7/15/24	14,490.00-	14,490.00
07/19/19	2,000	REPLIGEN CORP CONV 0.375% 7/15/24	2,000.00-	2,000.00
		TOTAL REPLIGEN CORP CONV 0.375% 7/15/24	16,490.00-	16,490.00
09/13/19	19,000	RH CONV Z-CPN 6/15/23	20,377.50-	20,377.50
02/06/19	7,000	RH CONV Z-CPN 7/15/20	8,960.00-	8,960.00
03/29/19	11,000	RINGCENTRAL INC CONV Z-CPN 3/15/23	15,537.50-	15,537.50
01/23/19	13,000	SAREPTA THEA CONV 1.500% 11/15/24	23,952.50-	23,952.50
12/28/18	5	SIMON PROPERTY GROUP INC REIT	833.50-	833.50
02/07/19	80	SIMON PROPERTY GROUP INC REIT	14,595.46-	14,595.46
02/07/19	30	SIMON PROPERTY GROUP INC REIT	5,426.90-	5,426.90

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
02/25/19	15	SIMON PROPERTY GROUP INC REIT	2,720.26-	2,720.26
		TOTAL SIMON PROPERTY GROUP INC REIT	23,576.12-	23,576.12
08/28/19	265	SOUTHERN CO 6.750% CONV PFD SER 19	13,561.03-	13,561.03
08/29/19	210	SOUTHERN CO 6.750% CONV PFD SER 19	10,756.52-	10,756.52
08/30/19	195	SOUTHERN CO 6.750% CONV PFD SER 19	9,964.66-	9,964.66
		TOTAL SOUTHERN CO 6.750% CONV PFD SER 19	34,282.21-	34,282.21
09/25/19	37,000	SPLUNK INC CONV 1.125% 9/15/25	41,243.90-	41,243.90
06/11/19	27,000	SQUARE INC CONV 0.500% 5/15/23	31,158.00-	31,158.00
07/16/19	7,000	SQUARE INC CONV 0.500% 5/15/23	9,012.50-	9,012.50
		TOTAL SQUARE INC CONV 0.500% 5/15/23	40,170.50-	40,170.50
12/28/18	15	SUN COMMUNITIES INC REIT	1,508.55-	1,508.55
01/18/19	5	SUN COMMUNITIES INC REIT	526.52-	526.52
		TOTAL SUN COMMUNITIES INC REIT	2,035.07-	2,035.07
05/02/19	22,000	SUPERNUS PHARM CONV 0.625% 4/01/23	22,239.58-	22,239.58
06/03/19	11,000	TELADOC HEALTH CONV 1.375% 5/15/25	14,767.50-	14,767.50
05/20/19	10,000	TERADYNE INC CONV 1.250% 12/15/23	15,939.49-	15,939.49
01/18/19	10	TERRENO REALTY CORP REIT	377.01-	377.01
05/07/19	9,000	TESLA INC CONV 2.000% 5/15/24	9,360.00-	9,360.00
05/07/19	12,000	TESLA INC CONV 2.000% 5/15/24	12,000.00-	12,000.00
		TOTAL TESLA INC CONV 2.000% 5/15/24	21,360.00-	21,360.00
01/11/19	9,000	TESLA INC CONV 2.375% 3/15/22	11,094.27-	11,094.27
06/03/19	11,000	TWILIO INC CONV 0.250% 6/01/23	20,913.75-	20,913.75
07/30/19	32,000	TWITTER INC CONV 0.250% 6/15/24	33,872.00-	33,872.00
08/22/19	12,000	TWITTER INC CONV 0.250% 6/15/24	12,978.00-	12,978.00

DATE	PAR VALUE OR SHARES	DESCRIPTION	CASH	FED TAX COST
		TOTAL TWITTER INC CONV 0.250% 6/15/24	46,850.00-	46,850.00
02/05/19	18,459.916	VANGUARD INTM TRM INV G-ADM	175,000.00-	175,000.00
02/05/19	15,765.766	VANGUARD INTRM BND IDX-ADM	175,000.00-	175,000.00
08/30/19	54,298.643	VANGUARD ST CORP BD IDX-ADM	1,200,000.00-	1,200,000.00
01/10/19	40	VENTAS INC REIT	2,337.90-	2,337.90
01/18/19	20	VENTAS INC REIT	1,216.28-	1,216.28
01/28/19	45	VENTAS INC REIT	2,786.56-	2,786.56
04/11/19	45	VENTAS INC REIT	2,799.08-	2,799.08
		TOTAL VENTAS INC REIT	9,139.82-	9,139.82
12/17/18	13,000	WAYFAIR INC CONV 0.375% 9/01/22	15,165.94-	15,165.94
01/11/19	12	WELLS FARGO 7.500% CONV PFD SER L	15,576.00-	15,576.00
01/18/19	5	WELLTOWER INC REIT	364.26-	364.26
11/05/18	75	WELLTOWER 6.500% PFD CONV SER I REIT	4,647.23-	4,647.23
10/03/18	37,000	WORKDAY INC CONV 0.250% 10/01/22	42,933.95-	42,933.95
04/02/19	4,000	WORLD WRESTLING CONV 3.375% 12/15/23	14,155.42-	14,155.42
02/07/19	16,000	WRIGHT MED GRP CONV 2.250% 11/15/21	23,851.84-	23,851.84
07/02/19	34,000	WRIGHT MEDICAL CONV 1.625% 6/15/23	37,509.31-	37,509.31
01/14/19	17,000	WRIGHT MEDICAL CONV 2.000% 2/15/20	18,767.12-	18,767.12
04/02/19	13,000	ZENDESK INC CONV 0.250% 3/15/23	18,921.50-	18,921.50
		TOTAL BUYS	**13,355,961.99-**	**13,355,961.99**
		TOTAL INVESTMENTS RECEIVED / PURCHASED	**14,015,673.29-**	**14,926,576.45**

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
		SALES			
07/22/19	1,000	ADVANCED MICRO CONV 2.125% 9/01/26	4,173.75	2,538.10-	1,635.65
09/09/19	1,000	ADVANCED MICRO CONV 2.125% 9/01/26	4,015.88	2,538.10-	1,477.78
09/27/19	1,000	ADVANCED MICRO CONV 2.125% 9/01/26	3,788.14	2,538.10-	1,250.04
		TOTAL ADVANCED MICRO CONV 2.125% 9/01/26	11,977.77	7,614.30-	4,363.47
07/22/19	4,000	AEROJET ROCKET CONV 2.250% 12/15/23	7,070.00	6,100.00-	970.00
02/15/19	39,000	AKAMAI TECH CONV Z-CPN 2/15/19	39,000.00	39,815.63-	815.63-
01/28/19	60	ALEXANDER & BALDWIN INC REIT	1,315.58	1,248.17-	67.41
06/27/19	653	ALEXANDER & BALDWIN INC REIT	14,509.36	13,782.80-	726.56
		TOTAL ALEXANDER & BALDWIN INC REIT	15,824.94	15,030.97-	793.97
12/28/18	10	ALEXANDRIA REAL ESTATE EQ REIT	1,139.29	1,076.10-	63.19
01/07/19	18	ALEXANDRIA REAL ESTATE EQ REIT	2,027.24	1,936.98-	90.26
01/08/19	7	ALEXANDRIA REAL ESTATE EQ REIT	797.15	753.27-	43.88
02/07/19	20	ALEXANDRIA REAL ESTATE EQ REIT	2,593.21	2,158.73-	434.48
06/04/19	35	ALEXANDRIA REAL ESTATE EQ REIT	5,112.48	3,777.78-	1,334.70
06/27/19	430	ALEXANDRIA REAL ESTATE EQ REIT	60,202.10	48,306.16-	11,895.94
		TOTAL ALEXANDRIA REAL ESTATE EQ REIT	71,871.47	58,009.02-	13,862.45
04/24/19	13,000	ALLSCRIPTS HEAL CONV 1.250% 7/01/20	12,707.50	14,179.86-	1,472.36-
04/26/19	29,000	ALLSCRIPTS HEAL CONV 1.250% 7/01/20	28,456.25	31,631.99-	3,175.74-
		TOTAL ALLSCRIPTS HEAL CONV 1.250% 7/01/20	41,163.75	45,811.85-	4,648.10-

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
12/28/18	5	AMERICAN TOWER CORP REIT	787.44	524.60-	262.84
04/04/19	15	AMERICAN TOWER CORP REIT	2,900.09	1,621.87-	1,278.22
06/27/19	77	AMERICAN TOWER CORP REIT	15,939.44	8,325.57-	7,613.87
		TOTAL AMERICAN TOWER CORP REIT	19,626.97	10,472.04-	9,154.93
12/28/18	15	AMERICOLD REALTY TRUST REIT	377.99	367.50-	10.49
05/09/19	185	AMERICOLD REALTY TRUST REIT	5,878.97	4,925.07-	953.90
06/27/19	902	AMERICOLD REALTY TRUST REIT	29,138.51	24,013.01-	5,125.50
		TOTAL AMERICOLD REALTY TRUST REIT	35,395.47	29,305.58-	6,089.89
12/28/18	15	APARTMENT INVT & MGMT CO CL A REIT	650.84	544.65-	106.19
03/04/19	0.078	APARTMENT INVT & MGMT CO CL A REIT	3.84	3.28-	0.56
04/24/19	0.269	APARTMENT INVT & MGMT CO CL A REIT	13.43	11.37-	2.06
05/03/19	20	APARTMENT INVT & MGMT CO CL A REIT	985.97	845.90-	140.07
05/31/19	145	APARTMENT INVT & MGMT CO CL A REIT	7,191.02	6,132.74-	1,058.28
06/27/19	777	APARTMENT INVT & MGMT CO CL A REIT	38,957.66	32,863.05-	6,094.61
		TOTAL APARTMENT INVT & MGMT CO CL A REIT	47,151.92	39,856.34-	7,295.58
01/15/19	29,000	ARES CAPITAL CONV 4.375% 1/15/19	29,000.00	29,688.75-	688.75-
04/26/19	4,000	ATLAS AIR WORLD CONV 2.250% 6/01/22	4,154.00	4,657.35-	503.35-
07/02/19	13,000	ATLAS AIR WORLD CONV 2.250% 6/01/22	12,792.01	15,136.37-	2,344.36-
		TOTAL ATLAS AIR WORLD CONV 2.250% 6/01/22	16,946.01	19,793.72-	2,847.71-
04/24/19	70	BECTON DICKINSON & CO 6.125% CV PFD	3,949.31	3,768.25-	181.06
05/17/19	300	BECTON DICKINSON & CO 6.125% CV PFD	16,985.76	16,149.66-	836.10

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
07/22/19	95	BECTON DICKINSON & CO 6.125% CV PFD	5,846.84	5,114.06-	732.78
		TOTAL BECTON DICKINSON & CO 6.125% CV PFD	26,781.91	25,031.97-	1,749.94
04/25/19	24,000	BIOMARTIN PHARM CONV 1.500% 10/15/20	27,048.00	27,858.44-	810.44-
04/24/19	3	BK OF AMERICA 7.250% CONV PFD SER L	3,965.82	3,289.21-	676.61
06/27/19	449	BOSTON PROPERTIES INC REIT	57,722.24	56,242.78-	1,479.46
09/30/19	35	BUNGE LIMITED 4.875% CONV PFD	3,589.17	3,628.59-	39.42-
07/22/19	8,000	CAESARS ENT CONV 5.000% 10/01/24	13,821.69	13,946.10-	124.41-
12/28/18	10	CAMDEN PROPERTY TRUST REIT	872.39	934.50-	62.11-
03/13/19	30	CAMDEN PROPERTY TRUST REIT	2,995.52	2,815.64-	179.88
06/27/19	512	CAMDEN PROPERTY TRUST REIT	53,461.83	48,053.66-	5,408.17
		TOTAL CAMDEN PROPERTY TRUST REIT	57,329.74	51,803.80-	5,525.94
05/31/19	4,000	CHENIERE ENERGY CONV 4.250% 3/15/45	3,090.00	2,921.06-	168.94
07/25/19	28,000	CHESAPEAKE ENER CONV 5.500% 9/15/26	19,040.00	27,301.71-	8,261.71-
12/04/18	6,000	CITRIX SYSTEMS CONV 0.500% 4/15/19	9,104.91	6,803.49-	2,301.42
03/27/19	28,000	CITRIX SYSTEMS CONV 0.500% 4/15/19	39,570.10	31,749.64-	7,820.46
		TOTAL CITRIX SYSTEMS CONV 0.500% 4/15/19	48,675.01	38,553.13-	10,121.88
10/03/18	28,000	COLONY CAPITAL CONV 3.875% 1/15/21	26,425.00	27,577.03-	1,152.03-

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
12/28/18	35	CORESITE REALTY CORP REIT	2,991.41	3,707.55-	716.14-
01/24/19	25	CORESITE REALTY CORP REIT	2,323.56	2,638.66-	315.10-
06/27/19	270	CORESITE REALTY CORP REIT	30,782.06	28,569.86-	2,212.20
		TOTAL CORESITE REALTY CORP REIT	36,097.03	34,916.07-	1,180.96
05/31/19	3	CROWN CASTLE 6.875% CONV PFD SER A	3,474.04	3,175.78-	298.26
10/03/18	21,000	CTRIP.COM INTL CONV 1.000% 7/01/20	20,580.00	22,153.66-	1,573.66-
12/28/18	30	CUBESMART REIT	872.09	818.10-	53.99
06/27/19	1,463	CUBESMART REIT	48,879.58	39,951.43-	8,928.15
		TOTAL CUBESMART REIT	49,751.67	40,769.53-	8,982.14
01/25/19	64	CUSHMAN & WAKEFIELD PLC	1,032.62	1,008.22-	24.40
01/28/19	90	CUSHMAN & WAKEFIELD PLC	1,465.19	1,417.82-	47.37
03/11/19	80	CUSHMAN & WAKEFIELD PLC	1,432.64	1,260.28-	172.36
03/15/19	80	CUSHMAN & WAKEFIELD PLC	1,464.51	1,260.28-	204.23
04/11/19	80	CUSHMAN & WAKEFIELD PLC	1,451.80	1,299.71-	152.09
05/02/19	80	CUSHMAN & WAKEFIELD PLC	1,568.94	1,299.71-	269.23
05/03/19	125	CUSHMAN & WAKEFIELD PLC	2,454.05	2,030.80-	423.25
05/07/19	90	CUSHMAN & WAKEFIELD PLC	1,768.41	1,462.17-	306.24
05/07/19	65	CUSHMAN & WAKEFIELD PLC	1,274.63	1,056.01-	218.62
05/08/19	20	CUSHMAN & WAKEFIELD PLC	391.27	324.93-	66.34
05/09/19	132	CUSHMAN & WAKEFIELD PLC	2,549.45	2,144.52-	404.93
05/09/19	120	CUSHMAN & WAKEFIELD PLC	2,323.15	1,949.56-	373.59
05/09/19	85	CUSHMAN & WAKEFIELD PLC	1,627.74	1,380.95-	246.79
		TOTAL CUSHMAN & WAKEFIELD PLC	20,804.40	17,894.96-	2,909.44

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
06/12/19	16,000	CYPRESS SEMI CONV 4.500% 1/15/22	26,656.00	19,916.45-	6,739.55
12/17/18	7,000	DEXCOM INC CONV 0.750% 5/15/22	9,645.83	8,427.58-	1,218.25
03/28/19	6,000	DEXCOM INC CONV 0.750% 5/15/22	8,118.00	7,223.64-	894.36
		TOTAL DEXCOM INC CONV 0.750% 5/15/22	17,763.83	15,651.22-	2,112.61
12/28/18	60	DIAMONDROCK HOSPITAL REIT	540.59	711.00-	170.41-
02/07/19	275	DIAMONDROCK HOSPITAL REIT	2,826.74	3,087.06-	260.32-
02/28/19	265	DIAMONDROCK HOSPITAL REIT	2,850.43	2,974.81-	124.38-
03/13/19	255	DIAMONDROCK HOSPITAL REIT	2,726.22	2,862.55-	136.33-
06/27/19	3,643	DIAMONDROCK HOSPITALITY CO	36,429.24	40,691.53-	4,262.29-
		TOTAL DIAMONDROCK HOSPITAL REIT	45,373.22	50,326.95-	4,953.73-
12/28/18	5	DIGITAL REALTY TRUST INC REIT	523.19	390.50-	132.69
02/06/19	145	DIGITAL REALTY TRUST INC REIT	15,752.16	11,405.89-	4,346.27
02/06/19	25	DIGITAL REALTY TRUST INC REIT	2,692.68	1,966.53-	726.15
02/07/19	88	DIGITAL REALTY TRUST INC REIT	9,689.93	6,922.20-	2,767.73
		TOTAL DIGITAL REALTY TRUST INC REIT	28,657.96	20,685.12-	7,972.84
05/31/19	3,000	DISH NETWORK CONV 3.375% 8/15/26	2,706.00	2,630.62-	75.38
05/28/19	120	DOMINION ENRGY 6.750% CONV PFD SER A	5,983.07	5,824.02-	159.05
07/23/19	160	DOMINION ENRGY 6.750% CONV PFD SER A	8,067.30	7,765.37-	301.93
07/24/19	325	DOMINION ENRGY 6.750% CONV PFD SER A	16,360.97	15,773.39-	587.58
		TOTAL DOMINION ENRGY 6.750% CONV PFD SER A	30,411.34	29,362.78-	1,048.56
09/23/19	170	DTE ENERGY CO 6.500% CONV PFD	9,744.99	9,503.00-	241.99

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
09/25/19	155	DTE ENERGY CO 6.500% CONV PFD	8,877.44	8,664.50-	212.94
		TOTAL DTE ENERGY CO 6.500% CONV PFD	18,622.43	18,167.50-	454.93
01/24/19	85	DUKE REALTY CORP REIT	2,390.33	2,286.37-	103.96
06/27/19	1,279	DUKE REALTY CORP REIT	39,998.74	34,760.90-	5,237.84
		TOTAL DUKE REALTY CORP REIT	42,389.07	37,047.27-	5,341.80
05/23/19	16,000	DYCOM INDUST CONV 0.750% 9/15/21	15,590.00	17,706.90-	2,116.90-
04/24/19	5,000	ECHO GLOBAL CONV 2.500% 5/01/20	4,930.00	5,173.31-	243.31-
05/23/19	26,000	ECHO GLOBAL CONV 2.500% 5/01/20	25,642.50	26,901.21-	1,258.71-
		TOTAL ECHO GLOBAL CONV 2.500% 5/01/20	30,572.50	32,074.52-	1,502.02-
05/02/19	15,000	ENVESTNET INC CONV 1.750% 12/15/19	17,536.73	15,913.23-	1,623.50
06/12/19	13,000	ENVESTNET INC CONV 1.750% 12/15/19	14,911.00	13,791.48-	1,119.52
		TOTAL ENVESTNET INC CONV 1.750% 12/15/19	32,447.73	29,704.71-	2,743.02
04/11/19	5	EQUINIX INC REIT	2,303.71	1,494.36-	809.35
05/02/19	10	EQUINIX INC REIT	4,545.44	2,988.71-	1,556.73
06/27/19	203	EQUINIX INC REIT	99,992.22	60,670.86-	39,321.36
06/28/19	15	EQUINIX INC REIT	7,335.98	4,483.06-	2,852.92
		TOTAL EQUINIX INC REIT	114,177.35	69,636.99-	44,540.36
12/28/18	60	EQUITY RESIDENTIAL PPTYS TR REIT	3,922.75	1,173.60-	2,749.15
06/27/19	1,138	EQUITY RESIDENTIAL PPTYS TR REIT	86,347.60	27,246.33-	59,101.27
		TOTAL EQUITY RESIDENTIAL PPTYS TR REIT	90,270.35	28,419.93-	61,850.42

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
12/28/18	5	ESSEX PROPERTY TRUST INC REIT	1,223.78	134.00-	1,089.78
05/31/19	25	ESSEX PROPERTY TRUST INC REIT	7,167.39	1,352.46-	5,814.93
06/27/19	201	ESSEX PROPERTY TRUST INC REIT	58,310.90	10,873.78-	47,437.12
		TOTAL ESSEX PROPERTY TRUST INC REIT	66,702.07	12,360.24-	54,341.83
09/05/19	8,000	ETSY INC CONV Z-CPN 3/01/23	12,324.71	15,592.00-	3,267.29-
05/02/19	8,000	EURONET WORLD CONV 1.500% 10/01/44	16,296.42	13,226.08-	3,070.34
12/21/18	13,000	EVERBRIDGE INC CONV 1.500% 11/01/22	22,890.66	15,161.25-	7,729.41
03/28/19	23,000	EXACT SCIENCES CONV 1.000% 1/15/25	31,896.40	23,397.42-	8,498.98
03/13/19	25	EXTRA SPACE STORAGE INC REIT	2,458.13	725.38-	1,732.75
06/27/19	587	EXTRA SPACE STORAGE INC REIT	61,963.67	17,031.84-	44,931.83
		TOTAL EXTRA SPACE STORAGE INC REIT	64,421.80	17,757.22-	46,664.58
VARIOUS	9,330,246.16	FEDERATED TRSY OBLIGS MM-I #68	9,330,246.16	9,330,246.16-	0.00
12/28/18	15	FOUR CORNERS PROPERTY TRUST INC REIT	391.49	273.45-	118.04
06/27/19	606	FOUR CORNERS PROPERTY TRUST INC REIT	16,408.08	11,747.16-	4,660.92
		TOTAL FOUR CORNERS PROPERTY TRUST INC REIT	16,799.57	12,020.61-	4,778.96
06/03/19	13,000	GUIDEWIRE SOFT CONV 1.250% 3/15/25	14,492.75	13,287.57-	1,205.18
06/27/19	2,095	HCP INC REIT	66,368.22	64,469.10-	1,899.12
12/28/18	20	HEALTHCARE TRUST OF AMER CL A REIT	501.39	325.40-	175.99

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
04/03/19	105	HEALTHCARE TRUST OF AMER CL A REIT	3,009.43	1,729.33-	1,280.10
06/27/19	922	HEALTHCARE TRUST OF AMER CL A REIT	24,890.35	15,185.17-	9,705.18
		TOTAL HEALTHCARE TRUST OF AMER CL A REIT	28,401.17	17,239.90-	11,161.27
12/21/18	11,000	HERBALIFE LTD CONV 2.000% 8/15/19	14,980.23	10,959.48-	4,020.75
03/27/19	22,000	HERBALIFE LTD CONV 2.000% 8/15/19	28,352.50	21,918.94-	6,433.56
		TOTAL HERBALIFE LTD CONV 2.000% 8/15/19	43,332.73	32,878.42-	10,454.31
04/26/19	4,000	HERBALIFE LTD CONV 2.625% 3/15/24	4,145.00	4,322.50-	177.50-
08/05/19	8,000	HERBALIFE LTD CONV 2.625% 3/15/24	7,640.00	8,645.00-	1,005.00-
08/05/19	9,000	HERBALIFE LTD CONV 2.625% 3/15/24	8,586.54	9,725.63-	1,139.09-
		TOTAL HERBALIFE LTD CONV 2.625% 3/15/24	20,371.54	22,693.13-	2,321.59-
11/05/18	290	HESS CORP 8.000% CONV PFD SER A	18,441.27	18,056.72-	384.55
01/28/19	260	HESS CORP 8.000% CONV PFD SER A	14,468.47	16,188.79-	1,720.32-
		TOTAL HESS CORP 8.000% CONV PFD SER A	32,909.74	34,245.51-	1,335.77-
12/28/18	15	HIGHWOODS PROPERTIES INC REIT	577.79	666.00-	88.21-
01/15/19	60	HIGHWOODS PROPERTIES INC REIT	2,514.67	2,619.17-	104.50-
01/18/19	45	HIGHWOODS PROPERTIES INC REIT	1,886.64	1,964.38-	77.74-
05/13/19	65	HIGHWOODS PROPERTIES INC REIT	2,874.67	2,859.00-	15.67
06/27/19	872	HIGHWOODS PROPERTIES INC REIT	35,834.36	38,354.52-	2,520.16-
		TOTAL HIGHWOODS PROPERTIES INC REIT	43,688.13	46,463.07-	2,774.94-
12/28/18	15	HILTON GRAND VACATIONS INC	382.64	259.20-	123.44
01/14/19	85	HILTON GRAND VACATIONS INC	2,499.33	1,468.80-	1,030.53

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
01/15/19	85	HILTON GRAND VACATIONS INC	2,499.27	1,468.80-	1,030.47
04/12/19	50	HILTON GRAND VACATIONS INC	1,622.55	1,005.38-	617.17
06/11/19	100	HILTON GRAND VACATIONS INC	2,765.62	2,183.24-	582.38
06/17/19	150	HILTON GRAND VACATIONS INC	4,337.51	3,274.86-	1,062.65
06/19/19	160	HILTON GRAND VACATIONS INC	4,669.16	3,493.19-	1,175.97
06/20/19	105	HILTON GRAND VACATIONS INC	3,043.55	2,292.40-	751.15
		TOTAL HILTON GRAND VACATIONS INC	21,819.63	15,445.87-	6,373.76
04/02/19	8,000	HUBSPOT INC CONV 0.250% 6/01/22	14,110.00	10,948.00-	3,162.00
02/01/19	8,000	ILLUMINA INC CONV Z-CPN 6/15/19	9,010.00	9,452.70-	442.70-
06/03/19	14,000	ILLUMINA INC CONV Z-CPN 6/15/19	16,542.22	16,542.22-	0.00
		TOTAL ILLUMINA INC CONV Z-CPN 6/15/19	25,552.22	25,994.92-	442.70-
12/17/18	9,000	ILLUMINA INC CONV 0.500% 6/15/21	12,762.00	10,367.65-	2,394.35
02/01/19	9,000	ILLUMINA INC CONV 0.500% 6/15/21	11,160.00	10,367.64-	792.36
		TOTAL ILLUMINA INC CONV 0.500% 6/15/21	23,922.00	20,735.29-	3,186.71
04/25/19	12,000	INPHI CORP CONV 1.125% 12/01/20	15,417.76	15,838.12-	420.36-
11/23/18	12,000	INSULET CORP CONV 1.250% 9/15/21	16,485.68	14,625.00-	1,860.68
03/28/19	3,000	INSULET CORP CONV 1.250% 9/15/21	5,019.00	3,656.25-	1,362.75
05/17/19	8,000	INSULET CORP CONV 1.250% 9/15/21	14,384.00	9,750.00-	4,634.00
		TOTAL INSULET CORP CONV 1.250% 9/15/21	35,888.68	28,031.25-	7,857.43
07/19/19	5,000	INSULET CORP CONV 1.375% 11/15/24	7,179.33	6,430.00-	749.33

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
10/26/18	9,000	INTEGRATED DEV CONV 0.875% 11/15/22	13,430.12	9,771.49-	3,658.63
01/31/19	8,000	INTEGRATED DEV CONV 0.875% 11/15/22	12,439.66	8,685.78-	3,753.88
		TOTAL INTEGRATED DEV CONV 0.875% 11/15/22	25,869.78	18,457.27-	7,412.51
12/13/18	5,000	INTEL CORP CONV 3.250% 8/01/39	11,537.70	7,226.46-	4,311.24
02/08/19	6,000	INTEL CORP CONV 3.250% 8/01/39	14,653.50	8,671.75-	5,981.75
05/20/19	7,000	INTEL CORP CONV 3.250% 8/01/39	15,706.23	10,117.03-	5,589.20
06/03/19	5,000	INTEL CORP CONV 3.250% 8/01/39	10,984.75	7,226.46-	3,758.29
		TOTAL INTEL CORP CONV 3.250% 8/01/39	52,882.18	33,241.70-	19,640.48
05/14/19	13,000	INTERCEPT PHARM CONV 3.250% 7/01/23	12,038.00	12,935.94-	897.94-
05/28/19	11,000	INTERCEPT PHARM CONV 3.250% 7/01/23	10,065.00	10,945.79-	880.79-
		TOTAL INTERCEPT PHARM CONV 3.250% 7/01/23	22,103.00	23,881.73-	1,778.73-
09/26/19	240	INTL FLAVOR & FRAG 6.000% CONV PFD	11,102.70	12,627.83-	1,525.13-
12/28/18	30	INVITATION HOMES INC REIT	599.99	525.00-	74.99
01/24/19	115	INVITATION HOMES INC REIT	2,421.70	2,020.61-	401.09
02/12/19	250	INVITATION HOMES INC REIT	5,669.73	4,392.63-	1,277.10
02/13/19	120	INVITATION HOMES INC REIT	2,749.47	2,108.46-	641.01
02/13/19	60	INVITATION HOMES INC REIT	1,374.62	1,054.23-	320.39
02/13/19	95	INVITATION HOMES INC REIT	2,174.68	1,669.20-	505.48
02/14/19	100	INVITATION HOMES INC REIT	2,280.30	1,757.05-	523.25
02/14/19	130	INVITATION HOMES INC REIT	2,965.17	2,284.16-	681.01
02/15/19	75	INVITATION HOMES INC REIT	1,711.32	1,317.79-	393.53
02/15/19	211	INVITATION HOMES INC REIT	4,828.76	3,707.38-	1,121.38
02/15/19	255	INVITATION HOMES INC REIT	5,817.85	4,480.48-	1,337.37
06/27/19	650	INVITATION HOMES INC REIT	17,303.62	16,445.00-	858.62
		TOTAL INVITATION HOMES INC REIT	49,897.21	41,761.99-	8,135.22

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
09/30/19	14,000	ISIS PHARMACEUT CONV 1.000% 11/15/21	15,863.75	15,066.91-	796.84
04/25/19	5,000	JAZZ INVTS I CONV 1.875% 8/15/21	4,975.00	5,586.46-	611.46-
07/19/19	8,000	JAZZ INVTS I CONV 1.875% 8/15/21	8,155.06	8,938.34-	783.28-
09/30/19	22,000	JAZZ INVTS I CONV 1.875% 8/15/21	22,033.00	24,580.44-	2,547.44-
		TOTAL JAZZ INVTS I CONV 1.875% 8/15/21	35,163.06	39,105.24-	3,942.18-
12/28/18	10	JBG SMITH PROPERTIES REIT	343.69	369.90-	26.21-
04/11/19	35	JBG SMITH PROPERTIES REIT	1,482.15	1,294.74-	187.41
06/27/19	474	JBG SMITH PROPERTIES REIT	18,296.02	17,949.49-	346.53
		TOTAL JBG SMITH PROPERTIES REIT	20,121.86	19,614.13-	507.73
02/01/19	21,000	KB HOME CONV 1.375% 2/01/19	21,000.00	22,601.25-	1,601.25-
12/28/18	15	KILROY RLTY CORP REIT	925.19	568.80-	356.39
01/07/19	25	KILROY RLTY CORP REIT	1,542.94	948.00-	594.94
01/08/19	15	KILROY RLTY CORP REIT	939.94	568.80-	371.14
01/24/19	35	KILROY RLTY CORP REIT	2,381.35	1,343.60-	1,037.75
05/08/19	5	KILROY RLTY CORP REIT	388.42	191.94-	196.48
05/09/19	40	KILROY RLTY CORP REIT	3,052.55	1,535.54-	1,517.01
05/10/19	15	KILROY RLTY CORP REIT	1,148.14	575.83-	572.31
06/27/19	577	KILROY RLTY CORP REIT	42,274.18	23,570.81-	18,703.37
		TOTAL KILROY RLTY CORP REIT	52,652.71	29,303.32-	23,349.39
12/28/18	210	KIMCO REALTY CORP REIT	3,145.76	3,565.80-	420.04-
02/25/19	165	KIMCO REALTY CORP REIT	2,892.25	2,788.51-	103.74
06/27/19	2,151	KIMCO REALTY CORP REIT	39,319.46	36,352.08-	2,967.38
		TOTAL KIMCO REALTY CORP REIT	45,357.47	42,706.39-	2,651.08

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
04/24/19	6,000	LIBERTY MEDIA CONV 1.375% 10/15/23	7,020.00	6,026.70-	993.30
06/25/19	15,000	LUTHENTUM HLDGS CONV 0.250% 3/15/24	16,755.00	15,745.92-	1,009.08
12/28/18	10	MACERICH CO COM REIT	428.39	494.10-	65.71-
01/24/19	55	MACERICH CO COM REIT	2,484.98	2,671.04-	186.06-
02/06/19	125	MACERICH CO COM REIT	5,691.34	6,070.54-	379.20-
02/07/19	316	MACERICH CO COM REIT	14,303.99	15,346.32-	1,042.33-
		TOTAL MACERICH CO COM REIT	22,908.70	24,582.00-	1,673.30-
02/07/19	25	MARRIOTT INTERNATIONAL INC	2,918.32	2,605.58-	312.74
02/11/19	5	MARRIOTT INTERNATIONAL INC	577.39	521.12-	56.27
02/12/19	20	MARRIOTT INTERNATIONAL INC	2,297.89	2,084.46-	213.43
02/27/19	25	MARRIOTT INTERNATIONAL INC	3,231.05	2,605.58-	625.47
03/04/19	20	MARRIOTT INTERNATIONAL INC	2,512.56	2,084.46-	428.10
03/26/19	25	MARRIOTT INTERNATIONAL INC	3,092.35	2,678.55-	413.80
04/11/19	20	MARRIOTT INTERNATIONAL INC	2,669.12	2,142.84-	526.28
04/12/19	25	MARRIOTT INTERNATIONAL INC	3,318.87	2,678.56-	640.31
05/02/19	20	MARRIOTT INTERNATIONAL INC	2,726.88	2,142.84-	584.04
05/16/19	20	MARRIOTT INTERNATIONAL INC	2,607.13	2,201.49-	405.64
05/24/19	25	MARRIOTT INTERNATIONAL INC	3,200.80	2,751.87-	448.93
06/07/19	45	MARRIOTT INTERNATIONAL INC	5,723.72	5,109.98-	613.74
06/25/19	25	MARRIOTT INTERNATIONAL INC	3,430.53	2,838.87-	591.66
06/27/19	121	MARRIOTT INTERNATIONAL INC	16,493.17	13,740.19-	2,752.98
		TOTAL MARRIOTT INTERNATIONAL INC	54,799.78	46,186.39-	8,613.39
09/19/19	22,000	MEDICINES COMP CONV 2.500% 1/15/22	32,202.50	21,650.86-	10,551.64
04/24/19	2,000	MICROCHIP TECH CONV 1.625% 2/15/25	3,900.00	2,551.09-	1,348.91

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
08/02/19	2,000	MICROCHIP TECH CONV 1.625% 2/15/25	3,860.07	2,551.09-	1,308.98
		TOTAL MICROCHIP TECH CONV 1.625% 2/15/25	7,760.07	5,102.18-	2,657.89
04/24/19	2,000	MICROCHIP TECH CONV 1.625% 2/15/27	2,554.00	2,505.35-	48.65
11/13/18	2,000	MICRON TECH CONV 2.125% 2/15/33	7,425.42	2,568.75-	4,856.67
09/26/19	1,000	MICRON TECH CONV 2.125% 2/15/33	4,487.58	1,770.53-	2,717.05
		TOTAL MICRON TECH CONV 2.125% 2/15/33	11,913.00	4,339.28-	7,573.72
03/04/19	23,000	MICRON TECH CONV 3.000% 11/15/43	32,220.06	24,376.83-	7,843.23
10/03/18	3,000	MOLINA HLTHCARE CONV 1.125% 1/15/20	10,923.62	7,819.93-	3,103.69
03/28/19	1,000	MOLINA HLTHCARE CONV 1.125% 1/15/20	3,186.82	2,606.64-	580.18
05/13/19	1,000	MOLINA HLTHCARE CONV 1.125% 1/15/20	3,110.00	2,606.64-	503.36
09/23/19	3,000	MOLINA HLTHCARE CONV 1.125% 1/15/20	8,477.58	7,819.93-	657.65
09/24/19	2,000	MOLINA HLTHCARE CONV 1.125% 1/15/20	5,612.64	5,213.29-	399.35
		TOTAL MOLINA HLTHCARE CONV 1.125% 1/15/20	31,310.66	26,066.43-	5,244.23
04/24/19	5,000	NATIONAL HEALTH CONV 3.250% 4/01/21	5,515.00	5,073.92-	441.08
05/31/19	21,000	NATIONAL HEALTH CONV 3.250% 4/01/21	24,368.00	21,310.45-	3,057.55
		TOTAL NATIONAL HEALTH CONV 3.250% 4/01/21	29,883.00	26,384.37-	3,498.63
04/15/19	42,000	NAVISTAR INTL CONV 4.750% 4/15/19	42,000.00	45,470.80-	3,470.80-
11/23/18	6,000	NEUROCRINE BIO CONV 2.250% 5/15/24	7,993.41	7,884.26-	109.15
08/30/19	8,000	NEW RELIC INC CONV 0.500% 5/01/23	7,409.55	9,221.17-	1,811.62-

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
08/30/19	5,000	NEW RELIC INC CONV 0.500% 5/01/23	4,632.00	5,763.23-	1,131.23-
		TOTAL NEW RELIC INC CONV 0.500% 5/01/23	12,041.55	14,984.40-	2,942.85-
12/21/18	385	NEXTERA ENERGY INC 6.123% CONV PFD	22,517.58	22,147.66-	369.92
04/29/19	60	NEXTERA ENERGY INC 6.123% CONV PFD	3,670.72	3,451.58-	219.14
08/28/19	300	NEXTERA ENERGY INC 6.123% CONV PFD	21,255.99	17,257.93-	3,998.06
08/29/19	160	NEXTERA ENERGY INC 6.123% CONV PFD	11,464.06	9,204.22-	2,259.84
08/30/19	140	NEXTERA ENERGY INC 6.123% CONV PFD	9,922.32	8,053.70-	1,868.62
		TOTAL NEXTERA ENERGY INC 6.123% CONV PFD	68,830.67	60,115.09-	8,715.58
05/09/19	3,000	NUANCE COMMUNI CONV 1.250% 4/01/25	2,970.00	2,971.43-	1.43-
08/09/19	25,000	OASIS PETROL CONV 2.625% 9/15/23	17,625.00	31,398.41-	13,773.41-
08/30/19	2,000	OKTA INC CONV 0.250% 2/15/23	5,550.00	3,711.25-	1,838.75
09/25/19	7,000	OKTA INC CONV 0.250% 2/15/23	15,614.38	12,989.38-	2,625.00
		TOTAL OKTA INC CONV 0.250% 2/15/23	21,164.38	16,700.63-	4,463.75
04/24/19	6,000	PACIRA PHARMA CONV 2.375% 4/01/22	5,925.00	6,460.03-	535.03-
09/30/19	12,000	PACIRA PHARMA CONV 2.375% 4/01/22	11,918.75	12,920.06-	1,001.31-
		TOTAL PACIRA PHARMA CONV 2.375% 4/01/22	17,843.75	19,380.09-	1,536.34-
11/19/18	11,000	PALO ALTO NET CONV Z-CPN 7/01/19	17,787.44	18,268.41-	480.97-
06/27/19	625	PARAMOUNT GROUP INC REIT	8,508.20	9,039.18-	530.98-
12/28/18	10	PEBBLEBROOK HOTEL REIT	283.49	356.50-	73.01-

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
01/07/19	90	PEBBLEBROOK HOTEL REIT	2,526.95	3,208.50-	681.55-
01/18/19	70	PEBBLEBROOK HOTEL REIT	2,193.74	2,495.50-	301.76-
01/22/19	145	PEBBLEBROOK HOTEL REIT	4,525.84	5,169.25-	643.41-
01/23/19	165	PEBBLEBROOK HOTEL REIT	5,172.38	5,882.25-	709.87-
01/24/19	111	PEBBLEBROOK HOTEL REIT	3,391.82	3,957.15-	565.33-
05/14/19	45	PEBBLEBROOK HOTEL REIT	1,428.20	1,407.83-	20.37
06/27/19	850	PEBBLEBROOK HOTEL REIT	23,043.02	25,675.22-	2,632.20-
		TOTAL PEBBLEBROOK HOTEL REIT	42,565.44	48,152.20-	5,586.76-
12/28/18	70	PROLOGIS INC REIT	4,055.05	1,074.50-	2,980.55
01/16/19	45	PROLOGIS INC REIT	2,802.25	690.75-	2,111.50
02/07/19	45	PROLOGIS INC REIT	3,129.41	739.55-	2,389.86
05/24/19	40	PROLOGIS INC REIT	3,055.91	910.89-	2,145.02
06/04/19	35	PROLOGIS INC REIT	2,584.57	797.03-	1,787.54
06/05/19	5	PROLOGIS INC REIT	372.34	113.86-	258.48
06/27/19	1,367	PROLOGIS INC REIT	108,111.19	31,129.58-	76,981.61
		TOTAL PROLOGIS INC REIT	124,110.72	35,456.16-	88,654.56
08/19/19	13,000	PURE STORAGE CONV 0.125% 4/15/23	11,978.99	14,419.71-	2,440.72-
08/19/19	8,000	PURE STORAGE CONV 0.125% 4/15/23	7,350.00	8,873.66-	1,523.66-
		TOTAL PURE STORAGE CONV 0.125% 4/15/23	19,328.99	23,293.37-	3,964.38-
11/13/18	5,000	QUIDEL CORP CONV 3.250% 12/15/20	10,852.60	5,588.79-	5,263.81
11/21/18	4,000	QUIDEL CORP CONV 3.250% 12/15/20	7,754.10	4,471.04-	3,283.06
		TOTAL QUIDEL CORP CONV 3.250% 12/15/20	18,606.70	10,059.83-	8,546.87
11/02/18	10,000	REALPAGE INC CONV 1.500% 11/15/22	13,708.23	15,092.83-	1,384.60-

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
04/02/19	11,000	REALPAGE INC CONV 1.500% 11/15/22	17,037.22	16,602.11-	435.11
		TOTAL REALPAGE INC CONV 1.500% 11/15/22	30,745.45	31,694.94-	949.49-
11/29/18	3,000	RED HAT INC CONV 0.250% 10/01/19	7,196.25	3,645.00-	3,551.25
02/22/19	2,000	RED HAT INC CONV 0.250% 10/01/19	4,943.26	2,430.00-	2,513.26
04/02/19	6,000	RED HAT INC CONV 0.250% 10/01/19	14,803.21	7,290.00-	7,513.21
		TOTAL RED HAT INC CONV 0.250% 10/01/19	26,942.72	13,365.00-	13,577.72
12/28/18	15	REGENCY CENTERS CORPORATION REIT	870.59	960.90-	90.31-
01/14/19	45	REGENCY CENTERS CORPORATION REIT	2,670.94	2,882.70-	211.76-
06/27/19	703	REGENCY CENTERS CORPORATION REIT	46,946.28	44,993.40-	1,952.88
		TOTAL REGENCY CENTERS CORPORATION REIT	50,487.81	48,837.00-	1,650.81
10/19/18	240	REXNORD CORP 5.750% CONV PFD SER A	14,113.97	14,144.97-	31.00-
06/03/19	8,000	RH CONV Z-CPN 7/15/20	8,193.41	10,951.08-	2,757.67-
09/13/19	10,000	RH CONV Z-CPN 7/15/20	13,688.85	13,688.85-	0.00
		TOTAL RH CONV Z-CPN 7/15/20	21,882.26	24,639.93-	2,757.67-
04/24/19	7,000	ROYAL GOLD INC CONV 2.875% 6/15/19	6,993.00	7,831.25-	838.25-
05/07/19	15,000	ROYAL GOLD INC CONV 2.875% 6/15/19	14,988.00	16,781.25-	1,793.25-
		TOTAL ROYAL GOLD INC CONV 2.875% 6/15/19	21,981.00	24,612.50-	2,631.50-
11/02/18	17,000	RPM INTL INC CONV 2.250% 12/15/20	19,560.15	20,421.81-	861.66-
04/24/19	5,000	RTI INTL METALS CONV 1.625% 10/15/19	4,953.13	5,461.97-	508.84-

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
08/14/19	3,000	SAREPTA THEA CONV 1.500% 11/15/24	5,767.50	5,527.50-	240.00
05/01/19	16,000	SEACOR HOLDINGS CONV 3.250% 5/15/30	14,720.00	16,374.72-	1,654.72-
04/25/19	30	SEMPRA ENERGY 6.000% CONV PFD SER A	3,168.23	3,085.97-	82.26
10/04/18	5,000	SERVICENOW INC CONV Z-CPN 6/01/22	6,770.97	6,770.97-	0.00
11/28/18	7,000	SERVICENOW INC CONV Z-CPN 6/01/22	9,331.00	9,479.35-	148.35-
		TOTAL SERVICENOW INC CONV Z-CPN 6/01/22	16,101.97	16,250.32-	148.35-
01/16/19	15	SIMON PROPERTY GROUP INC REIT	2,559.16	273.82-	2,285.34
01/18/19	5	SIMON PROPERTY GROUP INC REIT	857.93	91.27-	766.66
04/04/19	15	SIMON PROPERTY GROUP INC REIT	2,729.63	669.32-	2,060.31
04/05/19	15	SIMON PROPERTY GROUP INC REIT	2,742.25	669.32-	2,072.93
05/07/19	20	SIMON PROPERTY GROUP INC REIT	3,583.97	892.43-	2,691.54
06/27/19	726	SIMON PROPERTY GROUP INC REIT	116,186.99	32,395.20-	83,791.79
		TOTAL SIMON PROPERTY GROUP INC REIT	128,659.93	34,991.36-	93,668.57
06/11/19	4,000	SQUARE INC CONV 0.375% 3/01/22	11,988.00	12,540.00-	552.00-
06/27/19	355	SUN COMMUNITIES INC REIT	44,867.98	24,145.07-	20,722.91
07/01/19	8,000	SUPERNUS PHARM CONV 0.625% 4/01/23	7,743.78	8,087.12-	343.34-
07/01/19	8,000	SUPERNUS PHARM CONV 0.625% 4/01/23	7,743.12	8,087.12-	344.00-
07/02/19	6,000	SUPERNUS PHARM CONV 0.625% 4/01/23	5,851.56	6,065.34-	213.78-
		TOTAL SUPERNUS PHARM CONV 0.625% 4/01/23	21,338.46	22,239.58-	901.12-
12/18/18	7,000	TELADOC INC CONV 3.000% 12/15/22	9,979.37	11,095.04-	1,115.67-

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
06/03/19	7,000	TELADOC INC CONV 3.000% 12/15/22	10,771.25	11,095.04-	323.79-
		TOTAL TELADOC INC CONV 3.000% 12/15/22	20,750.62	22,190.08-	1,439.46-
12/28/18	15	TERRENO REALTY CORP REIT	522.74	405.60-	117.14
04/11/19	35	TERRENO REALTY CORP REIT	1,496.03	954.29-	541.74
06/27/19	438	TERRENO REALTY CORP REIT	20,775.88	11,942.24-	8,833.64
		TOTAL TERRENO REALTY CORP REIT	22,794.65	13,302.13-	9,492.52
03/01/19	38,000	TESLA MTRS INC CONV 0.250% 3/01/19	38,000.00	37,022.53-	977.47
09/25/19	4,000	TWILIO INC CONV 0.250% 6/01/23	6,902.00	7,605.00-	703.00-
04/24/19	6,000	TWITTER INC CONV 0.250% 9/15/19	5,920.80	5,767.50-	153.30
06/03/19	36,000	TWITTER INC CONV 0.250% 9/15/19	35,640.00	34,605.00-	1,035.00
		TOTAL TWITTER INC CONV 0.250% 9/15/19	41,560.80	40,372.50-	1,188.30
07/23/19	20,080.483	VANGUARD INTM TRM INV G-ADM	199,600.00	196,049.41-	3,550.59
08/27/19	49,358.342	VANGUARD INTM TRM INV G-ADM	500,000.00	481,918.52-	18,081.48
		TOTAL VANGUARD INTM TRM INV G-ADM	699,600.00	677,967.93-	21,632.07
07/23/19	17,142.857	VANGUARD INTRM BND IDX-ADM	200,400.00	195,796.44-	4,603.56
08/27/19	41,701.418	VANGUARD INTRM BND IDX-ADM	500,000.00	476,319.14-	23,680.86
09/24/19	8,417.508	VANGUARD INTRM BND IDX-ADM	100,000.00	96,158.30-	3,841.70
		TOTAL VANGUARD INTRM BND IDX-ADM	800,400.00	768,273.88-	32,126.12
09/24/19	54,427.128	VANGUARD ST CORP BD IDX-ADM	1,198,485.36	1,202,834.39-	4,349.03-

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
12/28/18	20	VENTAS INC REIT	1,189.98	1,047.80-	142.18
02/21/19	40	VENTAS INC REIT	2,588.58	2,125.07-	463.51
02/22/19	130	VENTAS INC REIT	8,253.16	6,906.46-	1,346.70
02/25/19	50	VENTAS INC REIT	3,182.88	2,656.33-	526.55
05/08/19	120	VENTAS INC REIT	7,438.72	6,425.98-	1,012.74
05/17/19	95	VENTAS INC REIT	6,094.95	5,087.24-	1,007.71
06/24/19	85	VENTAS INC REIT	6,165.63	4,551.74-	1,613.89
06/27/19	665	VENTAS INC REIT	45,751.78	35,610.65-	10,141.13
		TOTAL VENTAS INC REIT	80,665.68	64,411.27-	16,254.41
10/19/18	1,000	WELLPOINT INC CONV 2.750% 10/15/42	3,870.63	1,506.45-	2,364.18
01/17/19	2,000	WELLPOINT INC CONV 2.750% 10/15/42	7,134.30	3,012.91-	4,121.39
07/22/19	1,000	WELLPOINT INC CONV 2.750% 10/15/42	4,218.85	1,506.45-	2,712.40
		TOTAL WELLPOINT INC CONV 2.750% 10/15/42	15,223.78	6,025.81-	9,197.97
04/24/19	4	WELLS FARGO 7.500% CONV PFD SER L	5,219.77	4,746.06-	473.71
12/28/18	45	WELLTOWER INC REIT	3,107.66	2,611.35-	496.31
02/19/19	60	WELLTOWER INC REIT	4,656.09	3,494.61-	1,161.48
02/19/19	10	WELLTOWER INC REIT	776.62	582.44-	194.18
02/20/19	185	WELLTOWER INC REIT	14,322.90	10,775.06-	3,547.84
02/21/19	92	WELLTOWER INC REIT	7,071.14	5,358.41-	1,712.73
		TOTAL WELLTOWER INC REIT	29,934.41	22,821.87-	7,112.54
02/26/19	320	WELLTOWER 6.500% PFD CONV SER I REIT	21,388.84	19,848.60-	1,540.24
04/24/19	4,000	WHITING PETROL CONV 1.250% 4/01/20	3,880.00	3,828.00-	52.00
08/06/19	4,000	WHITING PETROL CONV 1.250% 4/01/20	3,835.00	3,828.00-	7.00

DATE	PAR VALUE OR SHARES	DESCRIPTION	PROCEEDS	FEDERAL TAX COST	REALIZED GAIN/LOSS
08/06/19	19,000	WHITING PETROL CONV 1.250% 4/01/20	18,192.50	18,183.00-	9.50
		TOTAL WHITING PETROL CONV 1.250% 4/01/20	25,907.50	25,839.00-	68.50
07/02/19	16,000	WRIGHT MED GRP CONV 2.250% 11/15/21	23,669.36	23,851.84-	182.48-
02/07/19	55,000	WRIGHT MEDICAL CONV 2.000% 2/15/20	61,276.60	60,933.23-	343.37
11/06/18	16,000	YAHOO INC CONV Z-CPN 12/01/18	17,159.16	17,159.16-	0.00
11/06/18	15,000	YAHOO INC CONV Z-CPN 12/01/18	16,086.71	16,086.71-	0.00
		TOTAL YAHOO INC CONV Z-CPN 12/01/18	33,245.87	33,245.87-	0.00
09/10/19	27,000	ZILLOW GROUP CONV 2.000% 12/01/21	27,105.60	29,849.77-	2,744.17-
		TOTAL SALES	**15,816,670.47**	**15,088,881.49-**	**727,788.98**
		FREE DELIVERIES			
02/21/19	857	APARTMENT INVT & MGMT CO CL A REIT	0.00	34,317.35-	34,317.35-
		TOTAL DELIVERIES	**0.00**	**34,317.35-**	**34,317.35-**
		TOTAL INVESTMENTS SOLD / MATURED / DISTRIBUTED	**15,816,670.47**	**15,123,198.84-**	**693,471.63**

THE REALIZED GAIN/LOSS NOTED ABOVE IS BASED ON THE FEDERAL TAX COST VALUE OF THE POSITION SOLD, NOT THE ADJUSTED BOOK VALUE.

BEGINNING MARKET VALUE		**21,332,665.66**
RECEIPTS		
INTEREST	42,841.29	
DIVIDENDS	798,902.38	
ASSETS RECEIVED	2,124,644.82	
OTHER RECEIPTS	3,051,903.57	
MISC INVESTMENT CHANGES	2,015.81	
GAIN/LOSS ON SALES & MATURITIES	727,788.98	
TOTAL RECEIPTS		**6,748,096.85**
DISBURSEMENTS		
DISBURSEMENTS	43,372.77-	
ADMINISTRATIVE EXPENSES	150,419.07-	
ASSET DISBURSEMENTS	42,121.55-	
OTHER DISBURSEMENTS	6,332,957.01-	
TOTAL DISBURSEMENTS		**6,568,870.40-**
NET CHANGE IN MARKET VALUE		307,381.59-
ENDING MARKET VALUE		**21,204,510.52**

SHARES	ASSET DESCRIPTION	MARKET VALUE	PERCENT OF INDUSTRY	PERCENT OF STOCK
HEALTH CARE SERVICES				
430.000	AVANTOR INC 6.250% CONV PFD SER A	23,086.70	61.72%	0.59%
300.000	CHANGE HEALTHCARE 6.000% CONV PFD	14,316.00	38.28%	0.37%
TOTAL HEALTH CARE SERVICES		37,402.70	100.00%	0.96%
REAL ESTATE INVESTMENT TRUSTS				
40.000	CROWN CASTLE 6.875% CONV PFD SER A	50,486.80	100.00%	1.29%
TOTAL REAL ESTATE INVESTMENT TRUSTS		50,486.80	100.00%	1.29%
SEMICONDUCTORS				
17.000	BROADCOM INC 8.000% CONV PFD SER A	17,431.56	100.00%	0.45%
TOTAL SEMICONDUCTORS		17,431.56	100.00%	0.45%
ELECTRIC UTILITIES				
635.000	NEXTERA ENERGY 4.872% CONV PFD SER J	31,838.90	47.04%	0.81%
670.000	SOUTHERN CO 6.750% CONV PFD SER 19	35,851.70	52.96%	0.92%
TOTAL ELECTRIC UTILITIES		67,690.60	100.00%	1.73%
MULTI & UNREGULATED UTILITIES				
280.000	DOMINION ENRGY 7.250% CONV PFD SER A	29,610.00	100.00%	0.76%
TOTAL MULTI & UNREGULATED UTILITIES		29,610.00	100.00%	0.76%
WATER UTILITIES				
340.000	AQUA AMERICA INC 6.000% CONV PFD	20,604.00	100.00%	0.53%
TOTAL WATER UTILITIES		20,604.00	100.00%	0.53%
PREFERRED DOMESTIC				
180.000	AMG CAPITAL TRUST II 5.150% CONV PFD	8,393.33	1.46%	0.21%
470.000	AMERICAN ELECTRIC POWER 6.125% PFD	25,887.60	4.50%	0.66%

SHARES	ASSET DESCRIPTION	MARKET VALUE	PERCENT OF INDUSTRY	PERCENT OF STOCK
195.000	ASSURANT INC 6.500% CONV PFD SER D	24,378.90	4.23%	0.62%
68.000	BK OF AMERICA 7.250% CONV PFD SER L	101,946.28	17.71%	2.60%
980.000	BECTON DICKINSON & CO 6.125% CV PFD	60,671.80	10.54%	1.55%
355.000	CENTERPOINT ENERGY CONV PFD	19,170.00	3.33%	0.49%
470.000	CENTERPOINT 7.000% CONV PFD SER B	24,562.20	4.27%	0.63%
53.000	DANAHER CORP 4.750% CONV PFD SER A	60,422.65	10.49%	1.54%
37.000	FORTIVE CORP CONV 5.000% PFD SER A	33,378.81	5.80%	0.85%
340.000	INTL FLAVOR & FRAG 6.000% CONV PFD	15,993.60	2.78%	0.41%
435.000	SEMPRA ENERGY 6.000% CONV PFD SER A	51,417.00	8.93%	1.31%
155.000	STANLEY BLACK & DECK 5.375% CONV PFD	15,574.40	2.70%	0.40%
88.000	WELLS FARGO 7.500% CONV PFD SER L	133,979.12	23.27%	3.42%
TOTAL PREFERRED DOMESTIC		575,775.69	100.00%	14.71%
PREFERRED FOREIGN				
145.000	BUNGE LIMITED 4.875% CONV PFD	14,736.35	100.00%	0.38%
TOTAL PREFERRED FOREIGN		14,736.35	100.00%	0.38%
QUIP/QUIBS				
255.000	REXNORD CORP 5.750% CONV PFD SER A	13,974.00	100.00%	0.36%
TOTAL QUIP/QUIBS		13,974.00	100.00%	0.36%
MID CAP DIVERSIFIED				
15,974.000	ISHARES CORE S&P MID-CAP ETF	3,086,656.02	100.00%	78.85%
TOTAL MID CAP DIVERSIFIED		3,086,656.02	100.00%	78.85%
TOTAL STOCK		**3,914,367.72**		**100.00%**

SUNTRUST

BROKER COMMISSIONS

COCOA, CITY POL DB COMBI

AS OF 09/30/19

ACCOUNT NO. C100179

BROKER	COMMISSIONS PAID	% OF TOTAL COMMISSIONS	TOTAL TRANSACTION VALUE	% OF TRANSACTION VALUE
CITIGROUP GLOBAL MARKETS INC	72.08	4.03%	71,552.05	3.07%
GREEN STREET TRADING, LLC	19.20	1.07%	10,957.70	0.47%
INSTINET	5.10	0.29%	23,447.89	1.00%
ISI GROUP INC.	69.40	3.88%	64,191.13	2.75%
IVY SECURITY INC	53.40	2.99%	85,921.97	3.68%
JONES TRADING INSTITUTAL SVC	36.22	2.03%	166,150.21	7.12%
LOOP CAPITAL MARKETS	112.00	6.27%	98,623.90	4.22%
M LYNCH,PIERCE,FENNER,& SMITH	12.00	0.67%	27,699.15	1.19%
MKM PARTNERS LLC	1,087.04	60.82%	1,442,505.36	61.80%
MORGAN STANLEY & CO. INC	30.60	1.71%	17,821.43	0.76%
PENSERRA SECURITIES	77.00	4.31%	91,849.50	3.93%
RAYMOND JAMES & ASSOCS INC.	26.00	1.45%	23,343.23	1.00%
RBC CAPITAL MARKETS CORP	5.20	0.29%	3,597.37	0.15%
WACHOVIA SECURITIES CAPITAL	5.80	0.32%	14,021.24	0.60%
WEEDEN AND CO.	176.36	9.87%	192,647.45	8.25%
TOTAL	**1,787.40**	**100.00%**	**2,334,329.58**	**100.00%**

Annual Report of Other Compensation Received by SunTrust Banks, Inc. and its Affiliates
For Services Provided to Mutual Fund Investments and Deposits held in this Account

Federated Investors Inc. and/or its affiliates ("Federated"); Dreyfus BNY Mellon;("Dreyfus") and JPMorgan Chase;("JPM") have engaged SunTrust Bank to provide shareholder and administrative services to accounts invested in money market mutual funds offered by these firms, except for individual retirement accounts and qualified retirement plan accounts. The compensation SunTrust will receive from these firms in connection with such services varies by mutual fund and ranges, on an annual basis, from 0.0% to 0.10% of the amount invested.

In the case of escrow accounts established with and administered by SunTrust Bank's Escrow Services Group, compensation paid to SunTrust in connection with investments in money market mutual funds may range, on an annual basis, from 0.0% to 0.35%.

The fees paid by the mutual funds for investment advisory and administrative services are described in the prospectuses and the statements of additional information for the respective mutual funds. Such fees are expenses of the mutual funds and are reflected in the investment returns, which are quoted net of all expenses.

SunTrust receives financial benefits in the form of interest rate spread earnings in connection with all deposits and investments made in any SunTrust deposit account, including sweep accounts. Such earnings are derived from the difference, or "spread," between the interest rate and other costs SunTrust pays on amounts deposited, and the interest income and other benefits SunTrust earns when it makes loans or invests the deposited funds in the ordinary course of its banking business.

Mutual fund shareholder service and administrative compensation as well as interest rate spread benefits are retained by SunTrust Bank, are not credited to customer accounts and do not reduce or offset other account level compensation earned by SunTrust Bank.

Notice to Contact SunTrust with Respect to Changes in Your Financial Circumstance or Objectives
or to Impose Reasonable Restrictions in Certain Accounts

Please promptly inform your SunTrust Bank financial professional of any changes to your financial situation or investment objectives and, with respect to any accounts over which you retain or otherwise possess ownership or investment authority, whether you wish to impose or modify reasonable restrictions with regard to the investment management of such accounts.

SUNTRUST

EXPLANATION OF ACCOUNT STATEMENT FEATURES

STATEMENT TERMS

Market Value Summary provides the total account value as of the date of this statement and compares this value to:

- the value of the account as of your last statement
- and the value of the account at the beginning of the year (for a new account this would be the date the account was funded).

Portfolio Summary compares your account's asset allocation as of the date of this statement to your asset allocation as of your last statement. Individual assets held in each category are listed in the Portfolio Detail section.

Transaction Activity Summary presents a categorized record of your account's transactions since the last statement period. Individual transactions for each category are shown in the Account Detail section.

GENERAL DATA

Transaction dates: Transaction dates reflect either the transactions' trade date or settlement date depending on the type of statement.

Market values / unit price: Generally, the values of the securities obtained from various pricing sources, whose appraisals are based either on the closing value, the mean between bid and ask, or a matrix based on interest rates for similar securities. Where valuations are not available from services, SunTrust uses values which reflect a best known estimate of the asset valuation. If no best known value can be obtained, an asset will generally be valued at $1.00. Pricing sources may make retroactive corrections which are published after we have used the original value to print your statement. SunTrust is unable to guarantee the accuracy of the information in these columns. In addition, for asset classes defined as unique or miscellaneous, SunTrust has implemented processes under which fair market valuations are evaluated periodically. Non-traditional or alternative investment values reflect the most current data provided, which may be delayed one month or longer. No value should be considered to constitute firm bids or offers and may be subject to fluctuations in market conditions. If a more comprehensive valuation is necessary, please contact your Account Officer.

Mutual Fund shares are valued at the bid price as of the last day of the statement period.

Taxes: For tax reporting purposes, you should rely on the Tax information letters, Schedules K-1 or Forms 1099 that you will receive from us after the end of the year.

We want our clients to understand that many investments available through SunTrust are not deposits and are not insured or guaranteed by the FDIC or any other government agency. They are not endorsed or guaranteed by, and are not obligations of SunTrust Bank, or any of its affiliates. Investment in these products involves risk, including the possible loss of principal.

EXPLANATION OF ACCOUNT STATEMENT FEATURES

DEFINITIONS

Accrued Income: Income earned but not yet paid.

Callable: Redeemable by the issuer before the scheduled maturity date.

Common Trust Fund: A fund maintained by a bank or trust company exclusively for the collective investment of money contributed to the fund by customers of its trust department.

Cost Basis: The original cost of an asset.

Coupon: The interest rate, expressed as a percentage of the face amount, that the issuer of a bond will pay to the bondholder.

Cusip number: An alpha-numeric code used in the securities industry to identify specific issues of securities. SunTrust also uses this field to identify other kinds of assets which are not recognized by the securities industry.

Ex-date (ex-dividend date): Literally "without dividend," or the date on which a stock trades without the value of the dividend being contemplated in the price.

Par Value: The face amount of a bond.

Pending Trade: A trade that has been placed but not yet settled (see "settlement date").

Pre-refunded: A bond for which the issuer has raised the funds necessary to call the bond by issuing another bond that generally pays a lower coupon.

Settlement Date: The date by which the property must be delivered and cash must be paid for an asset traded.

Symbol: The alpha-numeric code used to identify the asset within various pricing services.

Tax cost basis: The original cost of an investment, adjusted for any activity that is incorporated into the calculation of capital gain or loss.

Trade date: The date an asset is traded for later settlement.

Trade date accounting: Uses the trade date as the date upon which to include an asset or cash from a sale in the calculation of market value.

Yield at Market: The percentage return on an investor's money in terms of current prices calculated by dividing the annual income produced by the investment by its current market value.

Yield to Maturity: The rate of return the investor earns from payments of principal and interest, with interest compounded semi-annually and assuming the bond will be held until maturity (this maturity date is changed and, therefore, the calculation changes when a bond is declared to be "pre-funded").


SunTrust