City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Monday, November 7, 2016

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 16-496 Approve the Agenda for the Special meeting of November 7, 2016, as presented or with amendments.

Attachments: 11-07-16.pdf

MINUTES:

II.2(a) 16-485 Approve the Minutes of the Special meeting of September 27, 2016, as written or with amendments.

Attachments: 09-27-16S Minutes.pdf

II.2(b) 16-499 Approve the Minutes of the Regular meeting of September 27, 2016, as written or with amendments.

Attachments: 09-27-16 Minutes.pdf

II.2(c) 16-486 Approve the Minutes of the Special meeting of October 4, 2016, as written or with amendments.

Attachments: 10-04-2016S Hurricane Matthew.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 16-473 Authorize the City Manager to finalize and execute a Street Lighting Agreement between the City of Cocoa and Florida Power and Light for the upgrade of streets lights on Fiske Blvd from SR 520 to Dixon Blvd, (PW11SL), as it relates to the Fiske Blvd Roadway and Sidewalk Safety Improvements. (PW17SI); Approve a resolution amending the Fiscal Year 2017 budget. (Public Works Director)

Attachments:
- FPL Lighting Agreement Fiske Blvd
- Correspondence from FPL Clarifying Agreement Terms
- Budget Resolution.pdf
- BAF-PW-FISKE-LIGHTING (11-7-16) Agenda 16-473 Agenda.pdf

V.2 16-482 Approve the expenditure in the amount of $54,320 to Verizon for cell phone and air card services supporting Law Enforcement operations. State Contract number DMS-10/11-008. (Chief of Police)

Attachments:
- Verizon Agenda Item 11.12.13.pdf
- Clerks Journal 11-12-13.pdf
- DMS Mobile Phone.pdf
- Verizon Agenda Item V4.pdf
- Clerk's Journal 7-24-12.pdf
- SOFL Amendment No_7 fully executed 020916.pdf

V.3 16-490 Authorize the City Manager to approve and sign a contract with EMA, Inc., to provide Customer Information Services (CIS) and Enterprise Resource Planning (ERP) consulting services under the terms and conditions of Florida Department of Management Services (DMS) contract #: 973-561-010-1 in the amount of $55,000. (City Manager)

Attachments:
- Cocoa ERP & CIS Needs Assessment.pdf
- DMS_Contract_Summary_March_2014.pdf
- Serivce Update Memo_Comsys assignment to Experis US.docx
- EMA DMS Listing.PNG

VI. PUBLIC HEARINGS:

VI.1 16-500 Ordinance No. 14-2016/2nd Reading: Rezone the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional). (Community Services Director)

Attachments:
- Ordinance No.14-2016 Rezoning - 825 Forrest.pdf
- Legal Description (825 Forrest Ave).pdf
- zoning map.png

VII. COUNCIL BUSINESS:

VII.1 16-494 Consider the reappointment of Mr. Russell Sengel, Mr. Todd Anderson, and Mr. Jack Moore as Regular members of the Planning & Zoning Board through November, 2019. (Administrative Services Director)

Attachments:
- Sengel Reaappointment application.pdf
- Sengel Revised Consideration letter.pdf
- Anderson Reappointment application.pdf
- Anderson Revised Consideration letter.pdf
- Moore Reappointment application.pdf
- Moore Consideration letter.pdf
- Planning & Zoning Roster.pdf

VII.2 16-506 Approve a Resolution officially recognizing and declaring a vacancy in Seat 1 of the City Council pursuant to Article III, Section 10 of the City Charter, and providing a procedure to fill the vacancy. (City Manager)

Attachments:
- 06_06_16 Blake Resignation letter.pdf
- Resolution No. 2016-120 Declaring Vacancy on City Council Blake.pdf

VIII. CITY BUSINESS:

VIII.1 16-478 Approve Resolution No. 2016-119 amending and restating Resolution No. 2016-45 in its entirety; authorizing and approving the negotiated sale of not to exceed $8,000,000 City of Cocoa, Florida Fire Protection Assessment Revenue Bonds, Series 2016, to finance a portion of the costs of the acquisition and construction of three (3) new fire station facilities and other equipment related to fire protection and suppression services; and authorizing the City Manager to sign all contracts and documents related to the issuance of the Special Assessment Revenue Bonds, Series 2016...End

Attachments:
- City of Cocoa - Fire Assessment POS (01153028-3).pdf
- Continuing Disclosure Certificate (01153567-5) (002).pdf
- Purchase Contract City of Cocoa Special Assessment 2016 (002).pdf
- Series 2016 Bond Resolution - Fire Assessment (01153041-8).pdf

VIII.2 16-493 Council approval of a new Mutual Aid Agreement with the City of Rockledge. (Fire Department)

Attachments:
- 2016 Fire Mutual Aid Agreement Rockledge.docx

VIII.3 16-503 Consider a request by Picerne Affordable Development, LLC for a sewer impact fee waiver in the amount of $50,000 or some other form of local government contribution for a proposed low income housing tax credit rental project called The Pointe at London Cove. (Community Services Director)

Attachments: Picerne Affordable Development, LLC.pdf

3442-PointeAtLondonCove-110216-Conceptual Site Plan.pdf

VIII.4 16-504 Approval to apply for a Department of Homeland Security Assistance to Firefighters Grant to purchase Mobile Date Computers and software to improve in the appropriate dispatch of fire units and capture critical information during and after emergency responses. (Fire Chief)

Attachments: Grant Applicaiton Submittal Form.pdf

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 16-480 Fire Incident Summary Report for September, 2016. (Fire Chief)

Attachments: Fire Incident Summary Report(September).pdf

IX.2 16-481 Fire Incident Summary Report for October 1, 2015 thru October 1, 2016. (Fire Chief)

Attachments: Fire Incident Summary Report 2015-2016.pdf

IX.3 16-501 New local business tax receipts

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

Legislation Details (With Text)

File #:	16-496	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/25/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Approve the Agenda for the Special meeting of November 7, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-07-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 25, 2016
Agenda Date: November 7, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of November 7, 2016, 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 November 7, 2016, as presented or with amendments.

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AGENDA

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

DATE: November 7, 2016	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of November 8, 2016 (16-496)
2. Minutes: (a) Special Meeting of September 27, 2016 (16-485)
   (b) Regular Meeting of September 27, 2016 (16-499)
   (c) Special Meeting of October 4, 2016 (16-486)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

1. Authorize the City Manager to finalize and execute a Street Lighting Agreement between the City of Cocoa and Florida Power and Light for the upgrade of streets lights on Fiske Blvd from SR 520 to Dixon Blvd, (PW11SL), as it relates to the Fiske Blvd Roadway and Sidewalk Safety Improvements. (PW17SI) Approve a resolution amending the Fiscal Year 2017 budget. (16-473). (Public Works Director)

2. Approve the expenditure in the amount of $54,320 to Verizon for cell phone and air card services supporting Law Enforcement operations. State Contract number DMS-10/11-008. (16-482). (Chief of Police)

3. Authorize the City Manager to approve and sign a contract with EMA, Inc., to provide Customer Information Services (CIS) and Enterprise Resource Planning (ERP) consulting services under the terms and conditions of Florida Department of Management Services (DMS) contract #: 973-561-010-1 in the amount of $55,000. (16-490). (City Manager)

VI. PUBLIC HEARINGS:

1. Ordinance No. 14-2016/2nd Reading: Rezone the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional). (16-500). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Consider the reappointment of Mr. Russell Sengel, Mr. Todd Anderson, and Mr. Jack Moore as Regular members of the Planning & Zoning Board through November, 2019. (16-494). (Administrative Services Director)

2. Approve a Resolution officially recognizing and declaring a vacancy in Seat 4 of the City Council pursuant to Article III, Section 10 of the City Charter, and providing a procedure to fill the vacancy. (16-506). (City Attorney)

VIII. CITY BUSINESS:

1. Approve Resolution No. 2016-119 amending and restating Resolution No. 2016-45 in its entirety; authorizing and approving the negotiated sale of not to exceed $9,000,000 City of Cocoa, Florida Special Assessment Revenue Bonds, Series 2016, for the acquisition and construction of three (3) new fire station facilities and other equipment related to fire protection and suppression services and to authorize the City Manager to sign all contracts and documents related to the

issuance of the Special Assessment Revenue bonds, Series 2016. (16-478). (City Manager)

2. Approval of a new Mutual Aid Agreement with the City of Rockledge. (16-493). (Fire Chief)

3. Consider a request by Picerne Affordable Development, LLC for a sewer impact fee waiver in the amount of $50,000 or some other form of local government contribution for a proposed low income housing tax credit rental project called The Pointe at London Cove. (16-503). (Community Services Director)

4. Approval to apply for a Department of Homeland Security Assistance to Firefighters Grant to purchase Mobile Date Computers and software to improve in the appropriate dispatch of fire units and capture critical information during and after emergency responses. (16-504). (Fire Chief)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Fire Incident Summary Report for September, 2016. (16-480). (Fire Chief)

2. Fire Incident Summary Report for October 1, 2015 thru October 1, 2016. (16-481) (Fire Chief)

3. New Local Business Tax Receipts. (16-501). (Community Services Director)

X. REPORTS:

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

IX. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	16-485	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/18/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Approve the Minutes of the Special meeting of September 27, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-27-16S Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2016
Agenda Date: November 7, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special meeting of September 27, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Special meeting of September 27, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

September 27, 2016

A Special meeting of the Cocoa City Council was held on Tuesday, September 27, 2016, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. CALL TO ORDER

Mayor Parrish called the meeting to order at 5:07 p.m.

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

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	Michael C. Blake	Councilman (arrived at 5:16 p.m.)
	John Titkanich, Jr.	City Manager

STAFF MEMBERS PRESENT

Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Teri Butler, Finance Director; Michael Cantaloupe, Chief of Police; Ed Wegerif, Public Works Director; Jonathan Lamm, Deputy Fire Chief; Tammy Gemmati, Administrative Services Director; and Jason McCuen, Helpdesk Support Specialist.

II. DISTRICT 4 CANDIDATE DISCUSSIONS

Mayor Parrish thanked the applicants for being in attendance and advised that each of them would be allotted five (5) minutes to speak. Additionally, anyone there to speak on their behalf would be allotted three (3) minutes to speak.

1. Jeri Blanco

Ms. Blanco, 2106 Ivy Drive, Cocoa, asked to be considered for the vacancy for the District 4 seat. She pointed out that she ran in 2009 with

four other candidates and at that time, Councilman Furbish was one of them.

She has one agenda and that was to serve the citizens of Cocoa. She mentioned that in all honesty, she was disappointed when she lost in the election, but respected the voters decision. Mr. Furbish served the citizens and did much more. He took his position very seriously and dedicated a lot of time to the citizens. They became friends and saw eye to eye on a lot of issues. She further noted that when he decided to run again they had met one morning for coffee. At that time, she told him that she would not run and was happy with all that he had done; however, that she was seriously considering running again when he termed out.

Ms. Blanco had great appreciation and admiration for Mr. Furbish and she hoped she could do the same. She reiterated her agenda which was to serve the citizens to the best of her ability. Cocoa has done great things and she would like to be a part of that.

Michael Klug, 2106 Ivy Drive, Cocoa, announced that he was Ms. Blanco's husband. He mentioned how much she loves the City, noting that she puts a lot into the community. He was proud of her and proud to speak about her and thanked Council for allowing him to be a part of this.

2. Lorraine Koss

Lorraine Koss, 2115 N. Indian River Drive, advised she did not prepare a statement but acknowledged the other candidates and had provided her resume. She mentioned that she did not get into specific qualifications on the resume but that she had a background and experience in water and could bring that to the City.

She noted that when they first moved here they looked in the City for a home and found one in another City. It did not feel right and they wanted to live in Cocoa. At that time, she was forced to think about why she loved Cocoa. Her response was the new City Hall, Cocoa Village, the water system, and its close proximity to the airport, amongst other things. She believes that Cocoa has great assets that are undervalued and not appreciated.

Furthermore, she was not going to pretend to be Jack Walsh, but she was a policy and community relations person, and she believes that her skillset and various academic studies would complement those of Mr. Walshs'. Additionally, she knows that Council was aware of her passion for the Indian River Lagoon. There is hope for the lagoon.

She concluded by pointing out that she had worked at a national level, and for the last five years has volunteered and been a part of the community, applying her skills to that. She hoped to do the same here.

Walter Roslin, 1628 Outer Drive, Cocoa, felt that Ms. Koss has the education and experience needed for Council. She has a deep passion for the City. He knew that when they were looking for a home she wanted to live in Cocoa and she immediately got involved when they moved here. He and his wife fully support her.

Barbara Williams, 2606 Indian River Drive, Cocoa, noted that one thing Ms. Koss did not point out was that she was part of the Solar United Neighborhood which was part of the League of Woman Voters.

3. Zack Lewis

Zack Lewis, 1420 Dixon Boulevard, #213, Cocoa, advised that he was here when this building was dedicated. He was sorry that Mr. Furbish was no longer here and he had served this City well. He mentioned that his first service was in 1989 when he was appointed to the Cocoa RDA. He was currently an active member of the V-Cop program. He served on the Code Enforcement Board for seven years and was an alternate for two of those years. He has a love for the city and thinks they know that.

He advised that he stood in front of Council and spoke about the press portraying the City as a bad City. The Mayor stopped him and said that was part of his campaign. Soon after a crime summit was held.

Mr. Lewis reiterated that he would love to serve and his love for the City was strong. He promised he would work with Council as well as represent the residents. He humbly requested their consideration as the District 4 Councilman.

Mayor Parrish thanked the applicants. He noted that the last agenda item at the regular meeting will be the selection.

City Attorney Garganese advised that the next thirty minutes could be used for Council to ask questions to the applicants if they desired.

Councilman Blake apologized for being late. He asked what separated each of them from the other candidates and would qualify them for Seat #4 and how could they enhance the thoughts and philosophies of our former Councilman.

After a question was posed on how to proceed with the meeting, City Attorney Garganese advised that they could ask each applicant back up in the same order and ask any questions they might have of the applicants.

Councilman Blake thanked staff and Council.

Councilman Blake stated his question to the candidates: What separated each of them from the other candidates and would qualify

them for Seat #4 and how could they enhance the thoughts and philosophies of our former Councilman.

Ms. Blanco advised she would bring her own personal touch and her own qualifications to Council. Mr. Furbish had a very different background, and she had a business background and has been a licensed realtor since 1997. When she moved to Florida she went through the education process to get relicensed, which you have to do as a real estate agent. She has been practicing real estate in Florida since December 2006 and has been a volunteer with the City of Cocoa since 2007. She is the vice chair of the US 1 RDA and believed that the completion of US 1 was a huge accomplishment and a very significant improvement in the community.

She knew that many business owners had to suffer during this process but those that travel US 1 agree that the improvement was well beyond what was expected

Additionally, she volunteers on the Brevard County CDBG board and has served with them since 2014. She advised that this was very different then what the City does as well. She represented the Clearlake Strategy Area. They look at how they can improve areas throughout the county based on what citizens say they want, such as lighting, bus stops, etc.

Lastly, she mentioned she volunteers at the Brevard Sharing Center and she believes community involvement was very important.

Ms. Koss believed that all three candidates were volunteers of the year, and that was very valuable. Her background is an expertise in water and graduate work in environmental management which has provided her tools in decision making. She noted there were always unintended consequences and decisions that have to be weighed carefully.

Additionally, she was an advocate and has a passion for the restoration of the Indian River Lagoon. They would be doing a lot that will require community support and will do what serves the citizens best. She is also active with the Florida Sun and is a proponent for bringing solar energy to the Space Coast. She further gave credit to her neighbors for registering new voters at Cocoa High School.

After applying for this position, she began to ride through the neighborhoods in Cocoa and intends on continuing to do that. She hoped to be a part of change in the City and hoped they would consider her favorably.

Mr. Lewis believes that his dedication and volunteering services should be a reflection to his devotion to the City. He would work with Council to make the City better. He is a strong proponent of the rail system and felt

that this would bring growth to the City and put it on the map. Cocoa would be the only city in Brevard County with a depot. He reiterated that he has lived in District 4 since 1989 and has seen the City go through both good and bad times. He currently lives in a senior citizen community and many there were in favor of him for this position. Additionally, he serves as a volunteer for the Guardian Ad Litem program, noting it was one of the most rewarding experiences he has ever had. He feels that all he has done qualifies him for the position and he would continue his service to the City.

Councilwoman Warner was familiar with all three candidates and has worked and served with them on boards and committees. She felt that they all have good information and did a great job supplying the information to Council.

Deputy Mayor Boisvert agreed and was satisfied with everything he heard.

Mayor Parrish believed all of the applicants were all well qualified and agreed with other members of Council that they were lucky to have such good candidates.

Councilman Blake advised that in the private moments he had with Councilman Furbish, he shared his heartfelt request of what he would like to see happen after his passing and that carried a lot of weight and he would like to see that move forward with the City.

Deputy Mayor Boisvert agreed and pointed out that he had spent the last sixteen weeks with Tyler day after day. They had many chats and he knows his sentiments and what he wished as well.

Mayor Parrish asked that whomever was selected to know that it was no secret that there are a lot of projects planned such as Fiske Boulevard and enhancements to Dixon Boulevard. Whomever it is needs to be prepared to redevelop what needed to be redeveloped and he hoped the candidate was strong.

III. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to adjourn the Special meeting September 27, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The Special meeting adjourned at 5:42 p.m.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-499	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/26/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of September 27, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-27-16 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 26, 2016
Agenda Date: November 7, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of September 27, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of September 27, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

September 27, 2016

A Regular meeting of the Cocoa City Council was held on Tuesday, September 27, 2016, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

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

Councilman Blake provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Michael C. Blake	Councilman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	John Titkanich, Jr.	City Manager

STAFF MEMBERS PRESENT

Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Teri Butler, Finance Director; Michael Cantaloupe, Chief of Police; Ed Wegerif, Public Works Director; Jonathan Lamm, Deputy Fire Chief; Tammy Gemmati, Administrative Services Director; Jason McCuen, Desktop Support Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of September 27, 2016 (16-432)
2. Minutes: (a) Regular Meeting of August 23, 2016 (16-433)
   (b) Special Meeting of September 6, 2016 (16-434)

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve the Agenda as presented for the regular meeting of September 27, 2016, and the Minutes as written for the Regular meeting of August 23, 2016 and the Special meeting of September 6, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

None.

V. CONSENT AGENDA:

1. Approve the extension of our Worker's Compensation Third Party Claims Administration Contract with USIS, Inc., for the period of October 1, 2016 to September 30, 2017, pending approval of the FY2017 budget. (16-379). (Administrative Services Director)

2. Approve expenditures for electric services budgeted in FY 2017 and authorize the City Manager to approve the monthly bills. (16-399). (Finance Director)

3. Approve a Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services. (16-405). (Utilities Director)

4. Approve Task Order 2017-76 with CH2M Hill Engineers, Inc. for SCADA Support for Routine Maintenance and On-call Services of the Wonderware Archestra SCADA System. (16-406). (Utilities Director)

5. Approve Continuation of Work of Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Modifications to Contract Number B-14-07-COC with Ace Flow Control, Longwood, Florida; Pending Approval of the FY 2017 Budget. (16-409). (Utilities Director)

6. Approve Participation in a Cooperative Purchase Agreement with Hydromax USA for Hydrant and Valve Assessments Utilizing Seminole County Contract No. IFB-602347-15/GCM. (16-410). (Utilities Director)

7. Approve Task Order 2017-78 with CH2M Hill Engineers, Inc. for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC. (16-411). (Utilities Director)

8. Approve Task Order 2017-77 with CH2M Hill Engineers, Inc. for Additional Project Management Assistance to the Water Field Operations Division. (16-412). (Utilities Director)

9. Approve Task Order 2017-79 with CH2M Hill Engineers, Inc. for FY2017 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2016 through September 30, 2017; and To Authorized the City Manager to Execute the Task Order. (16-421). (Utilities Director)

10. Authorize the City Manager to Approve Change Order #1 to PO 28897 / 67185 to Garganese, Weiss & D'Agresta in the amount of $11,000 for Special Legal Counsel for Water Supply / Taylor Creek Mediation, Project WS0919. (16-429). (Utilities Director)

11. Approve a request to vacate that portion of the Stone Street right-of-way located between US 1 and the F.E.C. railroad. (16-431). (Community Services Director)

*** MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 15-2016/2nd & Final Reading: Modifying the cost certification and lien recordation procedures related to the abatement of unsafe or dangerous buildings and abatement of nuisances under the City's Property Maintenance Code; and providing for related minor typographical and grammar changes regarding the affected city code sections. (16-417). (Community Services Director)

   Attorney Garganese read Ordinance No. 15-2016 into the record by title only as follows. He advised that this was the second and final reading of the ordinance, and that there had not been any changes since the first reading.

ORDINANCE NO. 15-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; MODIFYING THE COST CERTIFICATION AND LIEN RECORDATION PROCEDURES RELATED TO THE ABATEMENT OF UNSAFE OR DANGEROUS BUILDINGS AND ABATEMENT OF PUBLIC NUISANCES UNDER THE CITY'S PROPERTY MAINTENANCE CODE; PROVIDING FOR RELATED MINOR TYPOGRAPHICAL AND GRAMMAR CHANGES REGARDING THE AFFECTED CITY CODE SECTIONS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Belden reiterated that this ordinance was being done in order to streamline the process of abatements and to clarify procedures.

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

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve Ordinance No. 15-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Ordinance No. 16-2016/2nd & Final Reading: Amending Chapter 12, Local Business Taxes, to prohibit real property owners within the jurisdictional limits of the City from allowing other persons to operate, upon the owner's real property, a business, occupation or profession without obtaining a Local Business Tax Receipt from the City when a Local Business Tax Receipt is required by law. (16-418). (Community Services Director)

Attorney Garganese read Ordinance No. 16-2016 into the record by title only as follows. He advised that this was the second and final reading of the ordinance and that there had not been any changes since first reading.

ORDINANCE NO. 16-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 12, LOCAL BUSINESS TAXES, TO PROHIBIT REAL PROPERTY OWNERS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY FROM ALLOWING OTHER PERSONS TO OPERATE, UPON THE OWNER'S REAL PROPERTY, A BUSINESS, OCCUPATION OR PROFESSION WITHOUT OBTAINING A

LOCAL BUSINESS TAX RECEIPT FROM THE CITY WHEN A LOCAL BUSINESS TAX RECEIPT IS REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

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

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve Ordinance No. 16-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. COUNCIL BUSINESS:

1. Consider the applications for appointment of Mr. Troy Stephan ~~and~~ Ms. Crystal McQueen to fulfill a vacancy on the Planning and Zoning Board through November, 2017. (16-390). (Administrative Services Director)

Ms. Gemmati presented the item and explained the error in the short agenda, noting it should state "Consider the applications for appointment of Mr. Troy Stephan *OR* Ms. Crystal McQueen".

Councilwoman Warner asked if the alternate member positions were considered under the percentage of non-residents.

City Attorney Garganese advised that there was a limit of 33% of voting members on the board and sometimes, alternates vote.

Technically, they could vote as long as the person that was absent was the non-resident/business owner. Otherwise, that alternate could not vote.

Councilwoman Warner was looking for diversity on the board.

* **MOTION by Councilwoman Warner; Seconded by Councilman Blake, for discussion, to appoint Mr. Troy Stephan to the board simply because he applied earlier and could not serve due to their being no vacancies**.

Councilman Blake clarified that Mr. Stephan met all of the guidelines for serving on a board and thought that he would make a great asset to the board, as he has seen both sides of code enforcement. He believed that in his heart he has good intentions.

Councilwoman Warner was hoping that they could make Ms. McQueen an alternate and hoped she would apply for other boards.

Councilman Blake concurred and asked Ms. McQueen to please continue to stay interested in serving.

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approve a change in the date for the 2016 Cocoa Village Fall Festival from Sunday, October 30 to Saturday, October 29. The hours for the Festival will be from 3 pm to 7 pm. (16-426). (Community Services Director)

Mr. Belden presented the item and advised that the change that was being requested was to move the event from Sunday, October 30 to Saturday, October 29th. Additionally, they were requesting to amend the approved street closure from a half day to a full day closure. This would bring the total for the year to 21 street full day closures. The closure would be from 12-7 p.m. and the event would run from 3-7 p.m.

Councilman Blake confirmed there were no other major events taking place during that time. In response, Mr. Belden advised that he was correct and the change was mainly being made so that merchants could participate in the event.

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Reconsider a Code Enforcement Lien Reduction with conditions in the amount of $1,000 for the property located at 229 Smith Lane, CE 16-177, owner Wanda D.

Betourd, for the purposes of extending the payment deadline until October 28, 2016. (16-435). (Community Services Director)

Mr. Belden reminded Council that this was discussed at a previous meeting. Staff had worked with the attorney's office to come up with a plan for payment. The entire amount could be paid by mid-October, but she had until October 28, 2016 to pay the full $1,000. Ms. Betourd agreed with the arrangement.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve the item.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. Approve the revised three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2015 through September 30, 2018 due to the reopener of Article 20 Education Assistance. (16-414). (Administrative Services)

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Ordinance No. 17-2016/ 1st reading: Amending Section 2-4 of the City Code regarding purchasing and contract procedures modifying the formal bid threshold from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000), and ratifying all prior City purchases that required a formal sealed bid pursuant to Section 2-4 of the City Code. (16-416). (Finance Director)

City Attorney Garganese read Ordinance No. 17-2016 into the record by title only as follows. He advised that this was the first reading of the ordinance.

ORDINANCE NO. 17-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-4 OF THE CITY CODE REGARDING PURCHASING AND CONTRACT PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, RATIFICATION, AND AN EFFECTIVE DATE.

Attorney Garganese advised that the Financial Operations Manual was modified to establish a minimum threshold for proposed bids. This ordinance would make the code consistent with what was amended in the FOM.

Councilman Blake mentioned that the liked the consistency.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve Ordinance No. 17-2016 on first reading.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve the Memorandum of Understanding between the City of Cocoa and Brevard County in the amount of $303,919; approve the Agreement between the City of Cocoa and Community Housing Initiatives, Inc. in the amount of $520,000; and allow the City Manager to execute all associated closing documents in order to complete the transfer and construction of the four (4) homes within the Regina Myra Subdivision. (16-419). (Community Services Director)

Mr. Belden explained the item, noting that this was for the four remaining lots and on September 20, 2016, the county approved the Memorandum of Understanding. They would provide their funding, and also for approval was the agreement with the Community Housing Initiative. They managed the construction of the first four homes and would be managing these final four homes.

Councilman Blake asked if the City could determine the destiny of these properties. In response, Mr. Belden noted that we have the properties now and the first four homes have been finished. Homeowners would be very low to low income.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

Mr. Belden gave credit to Nancy Dresser, the Deputy Community Services Director who did a tremendous amount of work for this. Councilwoman Warner thanked the County's Affordable Housing Council for partnering with the City.

4. Provide Conceptual approval of a Cost Share Agreement with 520 & Fiske, LLC for construction of a Stormwater Treatment Facility in the Diamond Square Redevelopment Area; Authorize the City Attorney to finalize negotiations; and Authorize the City Manager to execute the final version of the agreement. (16-425). (Public Works Director)

Mr. Wegerif explained that one reason that there had not been a final agreement was due to the timely push to get this project done. The developer at the corner of Fiske Blvd. and S.R. 520 discovered the need for a stormwater pond. Staff has been working with them and this in turn would help other properties that might be developed.

He discussed the process and noted that the property was owned by the state. Mr. Wegerif advised that the developer was anxious to get this done and explained the areas that this would service.

Mayor Parrish asked how long this would take. In response, Mr. Wegerif advised that they do not own the properties yet but were working on it. He reiterated the issues involved and pointed out that the developer could not close on the property without having a commitment from the city to which he feels comfortable moving forward.

*** MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Council approval to increase contingency amounts to Satellite Fire Station 1 (Brunson Blvd. Station) Project CP15F2 by an additional $10,000 above the 5% original contingency allocated to account for Value Engineering Costs; approve

change order #1 in the amount of $9992 that exceeds the 5% approved contingency; approve a resolution to modify the FY2016 Budget. (16-436). (Public Works Director)

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

6. Approve renewal of a multi-year contract with United Healthcare for the Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2017 to December 31, 2017 and payments to eligible retirees for Medicare Part B reimbursement. (16-401). (Administrative Services Director)

Ms. Gemmati spoke briefly about the item and pointed out that the retirees are happy with this plan. They have received positive feedback since the City switched and the increase was still below where the City was when they had Aetna.

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

CITY COUNCIL APPOINTMENT:

7. Consider the appointment of a Qualified Candidate to fill the vacancy of the unexpired term of City Council District 4 Seat through November, 2018. (16-438). (City Manager)

Councilman Blake asked the City Attorney what the normal process would be for an item of this type. In response, City Attorney Garganese advised that procedurally, a minimum of three votes were required for any item and this would include this item, which was to fulfill the District 4 seat vacancy.

Furthermore, under current City Council Rules of Procedure, it would fall under nominations. Each member has the ability to nominate one (1) candidate. After nominations were done they can close that portion to consider the nominees. If there is only one (1) nominee then it would be unanimous, but if there is more than one nominee, it would need to be narrowed down. They should afford each Council member time to make their nomination.

Acting City Manager Fuhrer read the item.

Councilwoman Warner commended everyone who put in their applications and the City was fortunate to have such great applicants. The position was an appointed position, regardless of what rules were. She personally does not believe in single member districts, and the process of appointing someone that citizens do not get the chance to vote on.

She mentioned that knowing there was another vacancy coming up and knowing they would have to go through this again soon, her first reaction would be to go to a special election. She talked with the City Attorney and being aware of the complications that could occur, she put her personal feelings aside and was doing what she knows needs to be done.

She advised that like Councilman Blake and Deputy Mayor Boisvert, she had many conversations with Tyler Furbish. He had strong feelings about the Council and what he would like to see done. He cannot be replaced, but hopefully they could choose someone that could represent them as well as he did.

Councilwoman Warner pointed out that when he first ran there were four people who ran and it was a close race. There was a candidate that she supported at that time and knows that they would do a good job.

She advised that due to her conversations with Tyler Furbish, she was nominating Jeri Blanco.

Deputy Mayor Boisvert concurred, advising he had the same conversations with Tyler Furbish. There are three qualified candidates and he was nominating Jeri Blanco.

Councilman Blake also concurred with Deputy Mayor Boisvert and Councilwoman Warner, mentioning that he heard the same requests from Tyler Furbish and even confirmed this with Tyler's wife. He gave kudos to Ms. Koss and Mr. Lewis and

advised that this was nothing to do with any of them. Tyler Furbish spoke very highly of Ms. Blanco and he wanted to affirm his wishes. Therefore, he was also nominating Jeri Blanco.

Councilman Blake confirmed with Attorney Garganese that they could close the floor for nominations, unless Mayor Parrish wished to speak.

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to appoint Ms. Jeri Blanco as the District 4 Councilmember, fulfilling the term vacated by Tyler Furbish.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

Councilwoman Warner stated that she knows all three candidates personally, Ms. Blanco from the US 1 RDA, Mr. Lewis from the Code Board, and Ms. Koss who is very active in all things that she believes in. She thanked both Zack Lewis and Lorraine Koss.

Mayor Parrish pointed out that an election would be held in two years and whomever was selected has either a leg up or a leg down.

It was also noted that there would now be a vacancy on the US 1 RDA.

Councilwoman Blanco advised that was a very good board with very good board members.

City Attorney Garganese requested that Councilwoman Blanco formally resign from the US 1 RDA on record and that her resignation be accepted.

For the record, Councilwoman Blanco stated her resignation from her position as a Regular member of the US 1 RDA effective September 27, 2016.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to accept Ms. Blanco's resignation as a regular member of the US 1 RDA.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

Mayor Parrish advised he was curious as to how this would end up and it was very emotional for him.

Councilwoman Blanco thanked Council for the appointment and thanked both Mr. Lewis and Ms. Koss.

Councilman Blake noticed her husband in the audience and Councilwoman Blanco introduced him, Michael Klug, as her husband of 24 years. She thanked him for his support noting she would not be where she was if it were not for him.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 08/31/2016. (16-403). (Finance Director)

2. Review of City of Cocoa and LIUNA Memorandum of Understanding regarding wages. (16-408). (Administrative Services Director)

3. Relation between the estimated and actual income and expenses to date. (16-422). (Finance Director)

4. FY 2016 Budget Adjustment Report. (16-423). (Finance Director)

5. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-424). (Finance Director)

6. Review of the Employee Health Center usage report provided by CareATC. (16-427). (Administrative Services Director)

7. New local business tax receipts. (16-430). (Community Services Director)

8. Code Enforcement Cases for September 2016. (16-437). (Community Services Director)

X. REPORTS:

Mr. Wegerif provided a report on Fiske Boulevard noting that the cement was being re-compacted and set into shape. It will soon be sealed and the final coat

on sidewalks would be done. Lighting was also being worked on. Additionally, crews have completed piping the ditch at Clearlake Pine Apartments.

Chief Cantaloupe thanked Pastor Beckford for recognizing the Cocoa Police Department at their church service this past Sunday. He appreciated his kind words and support of the City.

He reminded all that National Night Out would be October 4th from 5-8 p.m. There will be five locations. Chief Cantaloupe advised he was going to try to visit all five locations and that this was a great was to get into the neighborhoods. His goal in the coming years was to increase the number of locations.

Councilwoman Warner was going to go to Anderson Park and hopefully to Celebration; however, Anderson Park was in her district.

Chief Cantaloupe further mentioned that those who attended Mr. Sinclair's event on Mitchell had talked him into doing the event at Anderson Park.

Chief Prince advised that they had a surprise inspection from the State Department of health and they passed with no deficiencies.

Mr. Belden mentioned that the Florida Avenue Streetscape Project was officially underway and began on September 12th. It was a 210 day project schedule, so they were looking at April or May for completion. Cocoa RDA was funding the streetscape portion and both Utilities and Public Works were contributing to the project. They would be working block by block in hopes of avoiding as much disruption as possible.

Mayor Parrish advised that he had received a call from El Charro's and that they were worried about a total road closure. Mr. Belden noted that he was aware and the project manager, Charlene Neuterman had spoken with them. They were working with business owners to avoid as much disruption as they can.

Mr. Walsh advised that in the news there was mention of contamination and a sink hole in Mulberry, Florida. He discussed the reasoning of this and assured residents and Council that the possibility of Cocoa's water being contaminated was very little.

Ms. Gemmati provided an update on the health center partnership, pointing out that she had met with Rockledge, Satellite Beach, and Cocoa Beach. They would

also be adding more hours with Dr. Whyte. Concepts were currently being worked out with CareATC and a nurse practioner would also be hired to help offset costs. An interlocal agreement would be brought to Council at some point.

Acting City Manager Fuhrer congratulated Councilwoman Blanco and advised that they would meet with her in order to provide some policies and procedures so that she was brought up to speed by the next meeting.

He announced that on Saturday, October 1, 2106 a Bike Rodeo would be held at the Walmart parking lot and on Thursday, October 6, 2016 Cambridge Elementary would be hosting a Title 1 Arts and Culture night. Cocoa PAL would be there with their trailer supporting that event.

Councilman Blake thanked all of the applicants for District 4 and assured Councilwoman Blanco that it would be a pleasure to work with her.

He spoke of his attendance last week at the Endeavor Elementary's Boys to Men event and pointed out that this week fathers would be walking their kids to Endeavor. He believes that Principal Wilson and his staff do a phenomenal job.

Councilman Blake further mentioned that he attending his final meeting for FMIT and they spoke about the health center.

Additionally, he asked Mr. Belden the status of Meals on Wheels and their financial situation. In response, Mr. Belden explained that their situation has gotten to the point to where they cannot provide services to clients like they have been able to in the past. In the past they were able to provide clients with free meals but now they were looking for additional funding. They have been requesting that clients make some sort of donation for their meal.

Councilwoman Warner asked if they lost funding. In response, Councilman Blake noted that CDBG funds provide them revenue but they also had other funding. He just wanted to make sure people step up and services were provided. He requested that staff get more information and bring it back to Council.

Councilwoman Warner pointed out that one of the things we could do was to possibly get a quote from Brevard Community Kitchen for events.

Councilman Blake confirmed with Mr. Wegerif that the City was being proactive in regards to mosquitos and that citizens were being protected. He requested information be brought back on that subject as well.

Deputy Mayor Boisvert noted they have been out at night spraying. Councilman Blake wanted to make sure citizens were aware.

Acting City Manager Fuhrer received a few calls regarding the spread of Zika and that there was a link on the City's webpage that refers them back to Brevard County. They are the ones who provide services and have a schedule of treatment areas and times.

Lastly, Councilman Blake congratulated the Hammon family on their new home from Habitat for Humanity at the corner of Barbara Jenkins and Fiske Boulevard, and that he participated in the Alzheimers' Walk. He wished his mother a happy birthday and in the words of Tyler Furbish, buy local, spend local, and keep it local.

Councilwoman Warner advised that on Friday, September 30, 2016 she would be at Florida League of Cities Committee meetings all day with the City Manager, who was recently appointed to a FLC committee. They would be doing committee assignments and working on issues.

Councilwoman Blanco thanked everyone again for their confidence in her and she would be 100% for the citizens. She thanked everyone for their support.

Deputy Mayor Boisvert thanked the American Legion for the First Responders Breakfast that they hosted.

Acting City Manager noted that in regards in Florida Avenue, the project manager would be on site to personally review the plans for the project. He further noted that TPO was a partner in the project and this project was as significant as the Peachtree Street project was.

Mayor Parrish asked that Council be updated in regards to what was going on with the project.

Mayor Parrish spoke about his attendance at the little girl's birthday party who was rescued in the boat crash. The family was very appreciative and there were about 100 people in attendance.

Mayor Parrish pointed out that there were a lot of derelict boats and some at risk boats. In response, Acting City Manager Fuhrer advised that they were working with the County on this. He explained the process and noted that from his understanding this would all be done this year.

Mayor Parrish asked everyone to keep their eyes open and to notify staff if they see anything suspicious.

He attended Mr. Sinclair's event in Broadmoor Acres and reported that there were about 75-80 people. Police, Fire, David Jackson, and others attended. It was a great event and great food. He appreciated what Mr. Sinclair was doing.

Mayor Parrish further spoke about the Sip and Stroll event, noting that he heard it was great and it was sold out. Additionally, he mentioned the Car Show and believed it was probably the best yet.

He congratulated Councilwoman Blanco and looked forward to working with her.

Captain Ed Lanni requested a moment to mention that Cindy Flachmeier's husband passed away and Willie Smith's funeral was this past Saturday.

In closing he mentioned his attendance at the PAL dinner on Friday, September 23, 2016. It was a great event.

IX. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Regular meeting of September 27, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 7:33 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-486	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/19/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Approve the Minutes of the Special meeting of October 4, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-04-2016S Hurricane Matthew.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 19, 2016
Agenda Date: November 7, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special meeting of October 4, 2016, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Special meeting of October 4, 2016, as written or with amendments

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

October 4, 2016

A Special Meeting of the City Council was held on Tuesday, October 4, 2016, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, in Cocoa, FL as publicly noticed.

I. CALL TO ORDER:

Mayor Parrish called the meeting to order at 5:08 p.m.

The Recording Secretary took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Jeri Blanco	Councilwoman
	Anthony Garganese	City Attorney (attended via phone)
	John Titkanich	City Manager
	Matthew Fuhrer	Assistant City Manager
	Monica Arsenault	Recording Secretary
ABSENT:	Brenda Warner	Councilwoman
	Michael C. Blake	Councilman (arrived 5:12 pm)

STAFF MEMBERS PRESENT:

John A. Titkanich Jr., AICP, City Manager; Steven P. Belden, AICP, Community Services Director; and Joan Junkala, CEG, Economic Development Manager.

II. COUNCIL BUSINESS:

City Manager Titkanich asked the Board to convene a Special Council Meeting for the purpose of adopting a resolution and declaring a local emergency.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to declare an emergency for purposes of holding an emergency meeting.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)[1]

[1] Councilman Blake did not arrive until 5:12 p.m. which was after the first vote.

City Manager Titkanich presented Resolution 2016-106 which declared a state of emergency due to the impending disaster conditions of Hurricane Matthew which may cause damage to life and property within the City of Cocoa. The purpose of the Resolution is to authorize the ability to exercise authority and power pursuant to Florida Statute 252.38(3)(a), which includes the authority to contract for equipment and supplies for additional personnel as needed. City Manager Titkanich explained that the duration of the declaration is seven (7) days.

Councilman Blake inquired about Waste Management services. City Manager Titkanich explained that staff reached out to the Public Works Director and that efforts would be made to prevent any debris issues. Samantha Senger, Public Relations Specialist, shared that posts on the City's website have been published which advise residents to remove their trash from the curb.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blanco, to adopt Resolution 2016-106.**

AYES: Parrish, Boisvert, Blake, Blanco

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. ADJOURNMENT.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to adjourn the City Council Special Meeting.**

AYES: Parrish, Boisvert, Blake, Blanco

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 5:17 p.m.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Monica Arsenault, Recording Secretary

Legislation Details (With Text)

File #:	16-473	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/13/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Authorize the City Manager to finalize and execute a Street Lighting Agreement between the City of Cocoa and Florida Power and Light for the upgrade of streets lights on Fiske Blvd from SR 520 to Dixon Blvd, (PW11SL), as it relates to the Fiske Blvd Roadway and Sidewalk Safety Improvements. (PW17SI); Approve a resolution amending the Fiscal Year 2017 budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FPL Lighting Agreement Fiske Blvd Correspondence from FPL Clarifying Agreement Terms Budget Resolution.pdf BAF-PW-FISKE-LIGHTING (11-7-16) Agenda 16-473 Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2016
Agenda Date: November 7, 2016
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director / City Engineer
Requested Action:
Authorize the City Manager to finalize and execute a Street Lighting Agreement between the City of Cocoa and Florida Power and Light for the upgrade of streets lights on Fiske Blvd from SR 520 to Dixon Blvd, (PW11SL), as it relates to the Fiske Blvd Roadway and Sidewalk Safety Improvements. (PW17SI) Approve a resolution amending the Fiscal Year 2017 budget

BACKGROUND:

The City of Cocoa maintains a Street Light Agreement with Florida Power and Light (FPL) for the maintenance of the street lighting system throughout the city. On occasion or at the request of the city, FPL will modify the lighting system to improve lighting in certain areas. This amendment to the existing lighting agreement will remove 25 existing HPS lights and replace them with 49 new LED lighting fixtures on Fiske Blvd. This improvement will improve nighttime visibility and safety along Fiske Blvd. When finished the roadway lighting will be consistent with the recently completed Peachtree Street complete street portion.

Draft agreements, based on standard FPL form contracts, are provided in the agenda item as background information, but the actual terms and conditions of the agreement need to be finalized

before execution in consultation with the City Attorney's Office. However, some of the key financial terms in the Agreements have been clarified by FPL in the attached email correspondence between staff and an FPL representative. Staff's recommendation to approve the Agreements are based on these representations and the requested City Council action is likewise based on these representations regarding the cost of this project.

STRATEGIC PLAN CONNECTION:

Enhanced lighting will increase driving and pedestrian safety for citizens in the area. The lighting along Fiske Boulevard is an item directly linked to the neighborhood improvement plan.

BUDGETARY IMPACT:

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

Amount Requested	$81,702
Account Number	001-3510-541-63-00
Account Name	Infrastructure

$65,000 was the original budget for Project PWSL (Fiske Street Lighting) and $16,702 is being transferred from Project PW11SI (Fiske Phase 3 Design) to cover the removal of the existing lights, for a total of $81,702.

PREVIOUS ACTION:

The street light agreement has been amended in previous years

RECOMMENDED MOTION:

Authorize the City Manager to finalize and execute a Street Lighting Agreement between the City of Cocoa and Florida Power and Light for the upgrade of streets lights on Fiske Blvd from SR 520 to Dixon Blvd, (PW11SL), as it relates to the Fiske Blvd Roadway and Sidewalk Safety Improvements. (PW17SI) Approve a resolution amending the Fiscal Year 2017 budget.

FPL Account Number: 44463-07383
FPL Work Order Number: 6825183

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, The City of Cocoa (hereinafter called the Customer), requests on this 29th day of July, 2016, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) Fiske Blvd 520 to Dixon, located in Cocoa, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed		
Fixture Rating (in Lumens)	Fixture Type	# Installed

Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Removed
6300	SCH	2
9500	SCH	22
16000	SCH	1

Poles Installed	
Pole Type	# Installed

Poles Removed	
Pole Type	# Removed

Conductors Installed	Conductors Removed
Feet not Under Paving	Feet not Under Paving
Feet Under Paving	Feet Under Paving

(b) Modification to existing facilities other than described above (explain fully): REMOVAL OF EXISTING SCH LIGHTS ON FISKE BLVD FROM 520 TO DIXON - NEW LED LIGHTS TO BE INSTALLED ON WR6825821

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of $17,343.65 prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:

   a. the addition of street lighting facilities;
   b. the removal of street lighting facilities; and
   c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

   Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.

9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.

12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.

17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By: Sue Williams
(Signature)

SUE WILLIAMS
(Print or type name)

Title:SENIOR TECHNICAL SPECIALIST

FPL Account Number: 99831-37176
FPL Work Order Number: 6825821

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, CITY OF COCOA (hereinafter called the Customer), requests on this 23rd day of August, 2016, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) Fiske Blvd, located in Cocoa/Brevard, Florida.
(city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed			Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
9,612	Cree/101watt Led	49			

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed

(b) Modification to existing facilities other than described above (explain fully):N/A

Total work order cost is $53,895.00

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.

3. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.

4. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.

5. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:

   a. the addition of premium lighting facilities;
   b. the removal of premium lighting facilities; and
   c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

   Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL premium lighting facilities.

8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.

10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.

11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of $64,356.00 in advance of construction.

12. The monthly Maintenance Charge is $190.61. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

13. The monthly Billing Charge is $N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.

20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

CITY OF COCOA
Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By: Sue Williams
(Signature)

SUE WILLIAMS
(Print or type name)

Title: Senior Tech Specialist

Anthony A. Garganese

From: Everett (Ed) Wegerif <ewegerif@cocoafl.org>
Sent: Thursday, November 03, 2016 9:27 AM
To: Williams, Sue; Anthony A. Garganese; Kunz, Tom C
Cc: Michael Giorgio; Cheryl Meisenzahl
Subject: RE: Decorative(LED) Street Light Agreement and Invoice - Fiske

Thank you Sue – I think that this is what the City Attorney was looking for.

Everett J. Wegerif, P.E.

Public Works Director/City Engineer

155 North Wilson St, Cocoa, FL 32922

(321) 433-8777 I ewegerif@cocoafl.org

From: Williams, Sue [mailto:Sue.Williams@fpl.com]
Sent: Thursday, November 03, 2016 9:14 AM
To: Everett (Ed) Wegerif <ewegerif@cocoafl.org>; Anthony Garganese (OrlandoLaw) <agarganese@orlandolaw.net>; Kunz, Tom C <Tom.C.Kunz@fpl.com>
Cc: Michael Giorgio <mgiorgio@cocoafl.org>; Cheryl Meisenzahl <cmeisenzahl@cocoafl.org>
Subject: RE: Decorative(LED) Street Light Agreement and Invoice - Fiske

Hello Ed,
Please see my responses below.
Let me know if you have additional questions.
Sue

-----Original Message-----
From: Everett (Ed) Wegerif [mailto:ewegerif@cocoafl.org]
Sent: Tuesday, November 01, 2016 9:51 AM
To: Williams, Sue; Anthony Garganese (OrlandoLaw); Kunz, Tom C
Cc: Michael Giorgio; Cheryl Meisenzahl
Subject: FW: Decorative(LED) Street Light Agreement and Invoice - Fiske
Importance: High

Sue,

Our city attorney was asking a few questions about the Fiske Lighting agreements going to council. -

1 - For the $17,343.65 removal - This is a one-time occurrence and is not recurring. Why is the contract duration 10 years? Is there another form for removals?

Response: The charge for the removal is a one- time charge for the job. The formula used is the total cost of the job to remove the facilities plus net book value of the facilities to be removed. There is no form for the removals of the street light facilities other than the street light agreement showing the removal of the lights and/or poles and the cost noted. I am not sure where the 10 year contract duration for our standard street light agreement. All agreements are approved by our legal group and the Florida Public Service Commission.

2 - Premium Lighting - Work Order cost is $53,895. Actual cost is $64,356 minus deposit. Where does the PVRR multiplier 1.1941 come from? It isn't mentioned in the agreement. It would be more clear if all the numbers matched.

Response: Please see the attached Rate Schedule for Premium lighting. Under the Facilities Payment Option, it describes the customer will pay the total cost of the job times 1.1941 which equals the $64,356 amount. PVRR is the Present Value Revenue Requirement listed on the attached sheet from the FPL Tariff filed with the FPSC. The multiplier is defined as the amount a utility must collect in order to cover all costs of the installation of requested facilities. The street light agreement notes charges are based on the rate schedule (PL-1).

3 - Premium Lighting - Paragraph 12 Maintenance Charge $190.61 per month - Is this for all 49? It would have to be, but could this be clearly sated?

Response: Yes the maintenance charge is for all 49 lights without fuel costs and taxes. Unfortunately, the premium street light agreement is a standard form and any deviation would have to be approved by the FPL legal and FPSC.

Everett J. Wegerif, P.E.
Public Works Director/City Engineer
155 North Wilson St, Cocoa, FL 32922
(321) 433-8777 I ewegerif@cocoafl.org

-----Original Message-----
From: Cheryl Meisenzahl [mailto:cmeisenzahl@cocoafl.org]
Sent: Tuesday, November 01, 2016 9:26 AM
To: Everett (Ed) Wegerif <ewegerif@cocoafl.org>
Subject: FW: Decorative(LED) Street Light Agreement and Invoice - Fiske

Here is the explanation Sue from FPL gave as to the two different costs.

Cheryl Meisenzahl
Public Works Contracts Technician
155 N. Wilson Ave., Cocoa, FL 32922
(321) 433-8788 I Fax: (321) 504-0922
cmeisenzahl@cocoafl.org
www.cocoafl.org

-----Original Message-----
From: Williams, Sue [mailto:Sue.Williams@fpl.com]
Sent: Tuesday, August 30, 2016 2:41 PM
To: Cheryl Meisenzahl
Subject: RE: Decorative(LED) Street Light Agreement and Invoice - Fiske

Cheryl,
The calculation goes as follows:
Total cost = $53,895.00 X 1.1941 (PVRR) = $64,356.00 minus $962.00 (deposit) = $63,394.00, which is what the amount of the invoice.
Sue

-----Original Message-----
From: Cheryl Meisenzahl [mailto:cmeisenzahl@cocoafl.org]
Sent: Tuesday, August 30, 2016 1:30 PM
To: Williams, Sue
Subject: RE: Decorative(LED) Street Light Agreement and Invoice - Fiske

CAUTION - EXTERNAL EMAIL

Thanks Sue. Just one question....On page one Total Work order cost state $53,895 but on page 2 item 11 states $64,356. Which is the total price?

Cheryl Meisenzahl
Public Works Contracts Technician
155 N. Wilson Ave., Cocoa, FL 32922
(321) 433-8788 I Fax: (321) 504-0922
cmeisenzahl@cocoafl.org
www.cocoafl.org

-----Original Message-----
From: Williams, Sue [mailto:Sue.Williams@fpl.com]
Sent: Tuesday, August 30, 2016 1:09 PM
To: Cheryl Meisenzahl
Subject: Decorative(LED) Street Light Agreement and Invoice - Fiske

Hello Cheryl,
Attached is the LED agreement and invoice for the Fiske Lighting. I will also be forwarding you the Engineering Deposit invoice and qualifier for Peachtree from Blake to US1 a little later.
Let me know if you have any questions.
Sue

-----Original Message-----
From: bvc_ricohc4000_pwrsys
Sent: Tuesday, August 30, 2016 12:52 PM
To: Williams, Sue
Subject: Message from "RNP0026738B8C4B"

This E-mail was sent from "RNP0026738B8C4B" (MP C4503).

Scan Date: 08.30.2016 12:52:09 (-0400)
Queries to: bvc_ricohc4000_pwrsys

Click https://www.mailcontrol.com/sr/MZbqvYs5QwJvpeaetUwhCQ==>== to report this email as spam.

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RESOLUTION NO. 2016-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; and

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

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

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

SECTION 1. The 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 7th day of November, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: PW/3510 | DATE PREPARED: 10/28/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 16,702)	001-3510-541.63-00	PW17SI	INFRASTRUCTURE	$ 2,501,746	$ 0	($ 16,702)	$ 1,376,043
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 16,702)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 16,702	001-3510-541.63-00	PW11SL	INFRASTRUCTURE	$ 2,501,746	$ 0	$ 16,702	$ 1,376,043
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 16,702	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional funds needed for the removal of existing cobra head lighting on Fiske Blvd. Agenda 16-473. $65,000 originally budgeted.

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/08/16 RESOLUTION #: 2016-121

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.

10/28/16 Michael Giorglo Digitally signed by Michael Giorglo Date: 2016.10.28 10:06:43 -04'00'	10/28/16 Lora Howell Digitally signed by Lora Howell Date: 2016.10.28 10:35:03 -0100'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/28/16 Everett J. Wegerif	10/28/16 Lora Howell Digitally signed by Lora Howell Date: 2016.10.28 10:35:23 -0400'	
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 #:	16-482	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	10/18/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Approve the expenditure in the amount of $54,320 to Verizon for cell phone and air card services supporting Law Enforcement operations. State Contract number DMS-10/11-008. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Verizon Agenda Item 11.12.13.pdf Clerks Journal 11-12-13.pdf DMS Mobile Phone.pdf Verizon Agenda Item V4.pdf Clerk's Journal 7-24-12.pdf SOFL Amendment No_7 fully executed 020916.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2016
Agenda Date: November 7, 2016
Prepared By: Susan L. Austin, CAP-OM, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Council approve the expenditure in the amount of $54,320 to Verizon for cell phone and air card services supporting Law Enforcement operations. State Contract number DMS-10/11-008 with amendment No. 7; extending the term of the contract to January 19, 2022

BACKGROUND:

Council approved an agenda item on July 24, 2012 to participate in a cooperative purchase agreement under the State of Florida Mobile Communications Services contract DMS-10/11-008 which was approved as of January 2012. The FY17 budget for the Cocoa Police Department was approved at $54,320 to pay for expenses incurred through Verizon.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested $53,720
Account Number _001-2100-521.41-00
Account Name _Communications

Amount Requested $600
Account Number _001-2100-521.52-00
Account Name _Operating

PREVIOUS ACTION:

Council previously approved an agenda item on July 24, 2012 and again on November 12, 2013.

RECOMMENDED MOTION:

Council approve the expenditure in the amount of $54,320 to Verizon for cell phone and air card services supporting Law Enforcement operations. State Contract number DMS-10/11-008



CITY COUNCIL AGENDA ITEM

Memo Date: October 17, 2013
Agenda Date: November 12, 2013
Prepared By: Charlene Jenkins, Administrative Secretary
Through: Mark P. Klayman, Chief of Police
Requested Action: Council approve the expenditure in the amount of $50,397.89 to Verizon for cell phone and air card services supporting Law Enforcement operations. State contract number DMS-10/11-008C.

BACKGROUND:

Approved by council on July 24, 2012 utilizing Verizon as the source of cell phone and air card service provider for the City of Cocoa. The FY14 budget for the Cocoa Police Department was approved at $50,507.89 to pay for expenses incurred through Verizon. The State Contract number is DMS-10/11-008C. (attached)

BUDGETARY IMPACT:

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

1) **Amount Requested** **$_49,749.18_____**
Account Number **001-2100-521.41-00_____**
Account Name **Communication_____**

2) **Amount Requested** **$_758.71**
Account Number **001-2101-521.41-00**
Account Name **Communication_____**

PREVIOUS ACTION:

None.

REVIEWED BY:

CITY MANAGER: 11/5/13
John A. Titkanich, Jr., AICP

ASSISTANT CITY MANAGER/FINANCE DIRECTOR 11/5/13
Micki Abdi

CITY ATTORNEY 11/5/13
Anthony Garganese

CITY CLERK 11/1/13
Joan Clark

DEPARTMENT DIRECTOR: 11/5/13
Mark P. Klayman

FINANCE MANAGER: Anne Folsom Quesada 10/31/13
for **Teri Butler**

PURCHASING MANAGER: 11/5/13
for **Hank Rowan**

RECOMMENDED MOTION:

Council approve the expenditure in the amount of $50,507.89 to Verizon for cell phone and air card services supporting Law Enforcement operations.

RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

MOBILE COMMUNICATION SERVICES

VERIZON CONTRACT

CONTRACT NO.: DMS-10/11-008C

Contract 1.0 *MOBILE COMMUNICATION SERVICES AGREEMENT*

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Exhibit 7 - Discounts
Exhibit 8- Award Memorandum, Supplemental Memorandum, and attachments demonstrating ranking of service providers

MOBILE COMMUNICATION SERVICES AGREEMENT

THIS MOBILE COMMUNICATION SERVICES AGREEMENT ("Agreement"), effective as of the last date signed below (the "Effective Date"), is between the Florida Department of Management Services, a State agency with its principal place of business at 4050 Esplanade Way, Suite 200, Tallahassee, FL 32399-0950 (the "Department"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Cellco Partnership, its General Partner with its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097("Service Provider").

WHEREAS, Service Provider provides wireless voice and data services in certain areas of Florida; and

WHEREAS, the Department issued Invitation to Negotiate #10/11-008 ("ITN"), on September 2, 2010, in order to select a company to provide such services; and

WHEREAS, the ITN process resulted in Verizon Wireless receiving a pricing score of 46, a technical score of 45.6, and a total score of 91.6, AT&T Mobility receiving a pricing score of 23, a technical score of 40.2 and a total score of 63.2, and Sprint receiving a pricing score of 21, a technical score of 39, and a total score of 60; and

WHEREAS, although Verizon Wireless received the highest score of the responsive vendors, was the highest ranked service provider, the Department believes it is in the best interest of the State to include AT&T Mobility and Sprint as authorized service providers to ensure perpetual competition, and to permit agencies to choose the service provider that provides the best value to the State.

NOW THEREFORE, in consideration of the mutual covenants and the promises contained herein, the parties agree as follows:

Contract 1.0 - DEFINITIONS

1.01 **Business Day:** Means Monday through Friday, excluding State-observed holidays.

1.02 **Business Hours:** Means 9:00 A.M. to 5:00 P.M. EST on any Business Day at the office responsible for handling the pertinent interaction between Service Provider and the Department.

1.03 **Department:** Means the Florida Department of Management Services, acting through its Division of Telecommunications ("DivTel"). The Department is the customer of record under this Agreement.

1.04 **End User(s):** Means the individuals using the wireless telecommunications services set forth in **Exhibit 1 – Technical Requirements**.

1.05 **Events of Default:** Means: (i) the failure of either party to pay any sum owed to the other hereunder at the time such amount comes due, (ii) the failure of either party to perform or observe any term, condition, or covenant to be performed by it under this Agreement, or (iii) an unauthorized assignment of this Agreement.

1.06 **Internaional Dialing:** Means a call to or from an End User's handset that originates or terminates outside the United States and Canada.

1.07 **ITN:** Means the Department's Invitation to Negotiate identified in the recitals above.

1.08 **Service(s):** Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in **Exhibit 1 (Technical Requirements)**, (ii) the operational services specified in **Exhibit 2 (Business Process and Operations)**, and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services.

1.09 **Service Account:** Means the unique account through which services are offered and charges can be incurred (without regard to who pays). Service Accounts are often associated with a single user and have one-to-one relationships with Mobile Telephone Numbers, Electronic Serial Numbers, Subscriber Identity Modules, Mobile Identification Numbers and/or device serial number.

1.10 **Service Provider:** Means the wireless telecommunications company identified in the first paragraph of this Agreement.

1.11 **State:** Means the State of Florida.

1.12 **SUNCOM Client(s):** Means the entity or entities acquiring the wireless telecommunications services set forth in Exhibit 1 from the Department. SUNCOM Clients may include State agencies, the legislative and judicial branches, political subdivisions, counties, cities, municipalities, local school boards, community colleges, universities, educational institutions, certain private non-profit K-12 schools, libraries, qualified commissions and boards, water management districts, certain qualifying non-profit corporations, and other qualifying public agencies or authorities.

Contract 2.0 - TERM OF AGREEMENT

2.01 **Initial Term**

The initial term of this Agreement shall commence on the Effective Date. As such this contract will expire five (5) years after the effective date , unless sooner terminated in accordance with the provisions herein.

2.02 **Renewal Term**

Upon mutual agreement, the parties may renew the Agreement, in whole or in part, for renewal terms up to five (5) years. Each renewal shall specify the renewal price as set forth in the ITN response as reflected in Section 4.02 below. Each renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

2.03 **Termination By the Department for Convenience**

The Department may terminate this Agreement for convenience upon one hundred eighty (180) days' advance written notice to Service Provider when the Department determines in its sole discretion that it is in the State's interest to do so. In the event of a termination for convenience, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.04 **Termination By Service Provider for Unforeseen Circumstances**

The Service Provider may deem it necessary from time to time to change or update certain procedures set forth in this Agreement in order to account for unforeseen circumstances or to more efficiently conduct its business. If the Department unreasonably rejects such change or update, then Service Provider may terminate this Agreement upon one hundred eighty (180) days' prior written notice. In the

event of a termination for unforeseen circumstances, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.05 Termination for Cause

This Agreement may be terminated upon an Event of Default by either party if such Event of Default is not cured by the defaulting party within thirty (30) days of receipt of written notice of the Event of Default. The non-defaulting party shall have the immediate right, without further notice or proceedings, to pursue such remedies and other actions as that party may deem appropriate under Florida law.

2.06 Termination for Non-Appropriation

The state of Florida's performance and obligation to pay under this Contract is contingent upon annual appropriation by the Legislature. Either party may terminate this Agreement in the event the Legislature does not appropriate sufficient funds to cover the Department's obligations hereunder.

2.07 Transition and Transition Services

Service Provider will have a period of eight (8) months from the date of execution of this Contract, in accordance with Section 5.02 of the ITN, to complete all transition activities as described in **Exhibit 2**, Business Process & Operations, and to commence providing the services as specified herein (the "Transition Period").

The Transition Period contract processes and requirements are different from those processes and requirements that will govern after the Transition Period ends. As such, it is the desire of the parties that, **for only the Transition Period**, the operational terms and conditions contained in the earlier agreements between the parties for Wireless Data Services, Contract No.: 03-STO-ITN-001 (MA4974) and Wireless Voice Services, Contract No.: 725-330-05-1, will apply to this Contract. Those operations terms and conditions are hereby incorporated into this agreement as **Exhibit 6**.

Upon any termination of this Agreement, Service Provider shall cooperate and use reasonable efforts to (i) assist the Department and SUNCOM Clients to minimize any impacts resulting from the termination and any transition to a new vendor; and (ii) offer the Services directly to any SUNCOM Client or End User who meets Service Provider's credit requirements and who enters into a contract for service with Service Provider.

2.08 Contract Documents

This Contract, together with the following documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of the Contract shall control. If a conflict exists among any of these documents, the documents shall have priority in the order listed:

A. Any Amendments to the Contract.

B. Contract and Exhibits 1 - 8.

C. ITN No.: DMS-10/11-008, as amended.

Contract 3.0 - PROVISION OF SERVICE

3.01 Generally

Service Provider agrees to provide the Services in accordance with the specifications and requirements set forth in this Agreement.

3.02 Reports

The Service Provider shall provide monitoring tools with reporting functionality, if available, to the Department which monitors the defined SLA service parameters in accordance with **Exhibit 5.**

The reports referenced in **Exhibit 1, Exhibit 2,** and **Exhibit 5** (SLA Matrix) shall be provided by the Service Provider. The Service Provider shall submit reports in electronic format to the Department. The reports shall be due within a timeframe mutually agreed upon between the parties or no later than 30 days following the request from the Department. Any additional ad hoc reports requested by the Department shall be provided by the Service Provider upon mutual agreement of the format and within a timeframe mutually agreed upon between the parties.

3.03 Customer Care Services

Service Provider's technical support resources (call centers, website, etc.) shall be available to End Users and SUNCOM Clients for resolution of most Service-related issues. In addition, the Department and SUNCOM Clients will have access to a technical support desk as set forth in Section 6.03 below.

3.04 No Privity With End Users or SUNCOM Clients

Unless otherwise provided in this Agreement, Service Provider has no obligations to the End Users or SUNCOM Clients for the resolution of billing and account issues relating to the Service and shall not be authorized to send any bills for the Service to such End Users or SUNCOM Clients.

3.05 Right to Deactivation of Unused Accounts

The parties will cooperate to ensure that End User accounts do not lie dormant for extended periods of time (six months or more). Service Provider shall not deactivate such accounts until the Department has been given at least sixty (60) days to investigate and notify the SUNCOM Client. If circumstances warrant, the Department may require Service Provider to postpone the planned deactivation for some identified period of time.

3.06 Discounts

See **Exhibit 7** for details regarding discounts available to SUNCOM Clients, employees and retirees. Other terms and conditions of this Agreement do not apply to **Exhibit 7.**

Contract 4.0- PRICING

4.01 Rates

The full and complete prices for the Services are set forth on **Exhibit 3**, attached hereto.

4.02 Rate Increases

The rates set forth on **Exhibit 3** may not increase prior to January 1, 2014. Beginning January 1, 2014, Service Provider may increase the pricing subject to the following limitations: (i) the Department must be given at least one hundred eighty (180) days advance written notice of the exact amount of the price increase; (ii) no more than one price increase may be made in any twelve (12) month period; and (iii) the price increase may not exceed the most recent annual percentage increase in Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, South Region (using the most recent twelve months of Labor Department statistics available at the time the notice was given). No retroactive price increases are allowed.

4.03 International Dialing Charges

Unless otherwise instructed by the Department, Service Provider shall not enable International Dialing ("IDIAL") on End Users handsets. If international calling is enabled, Service Provider may reasonably restrict availability and may charge the Department at Service Provider's standard international long distance rates, including toll charges. See definition for "International Dialing."

4.04 Metering of Calls

The length of calls is generally measured from the time the End User presses the "SEND" key and ends when the phone device disconnects from Service Provider's facilities or within one second after the End User presses the "END" key if sooner. When airtime is charged for feature use without radio airtime being used (such as Call Forwarding features), measurement is based on switch access time.

4.05 Metering of Data Usage

Service Provider monitors all data sent to and from the device which can include, Header, Payload, ICMP and retransmitted packets. Billable data is determined by data mediation which accounts for the specifics of the End Users rate plan. Data can be billed in kbps, mbps and Gbps depending on the End User specific rate plan. Billing will round up to the next kbps, mbps or Gbps specific to the End User rate plan. Branded/Package/Premium services may include unlimited usage for specific data use in which byte counts for the allowed unlimited data would be removed from the total byte count during data mediation.

4.06 Minimum Monthly Fee (MMF)

Every SUNCOM Client's Service Account will incur a minimum monthly charge (as set in **Exhibit 3 - Price**) unless the Service Account's utilization cost exceeds the Minimum Monthly Fee's amount.

Contract 5.0 - EQUIPMENT

5.01 Responsibility for Obtaining Equipment

SUNCOM Clients and End Users shall be responsible for obtaining the equipment necessary to use the Services from Service Provider or third parties. The Department may impose reasonable policies respecting such equipment.

5.02 Network Compatibility

Pursuant to this Agreement, Service Provider agrees to offer equipment (including accessories) to SUNCOM Clients on the following basis:

(i) Comparable Terms and Prices: The equipment models, standard prices and standard terms of sale shall be comparable to those offered to Service Provider's largest customers in Florida.

(ii) Minimum Discounts: Pricing shall reflect, at a minimum, the discounts set forth on **Exhibit 3 - Pricing** (Pricing for Equipment).

(iii) Promotions: Service Provider may offer equipment sales promotions to SUNCOM Clients with the Department's consent. If requested, the Department may (but is not required to) assist in publishing these promotions.

(iv) Ordering Process: Service Provider may require SUNCOM Clients to follow reasonable procedures for ordering, receiving and paying for the equipment (e.g., a requirement that all

orders be placed through a designated account executive or toll-free number).

(v) Cancellation Fees: Any applicable term commitments or early cancellation fees relating to service/equipment will be the responsibility of the Department.

(vi) Warranties: Service Provider agrees to pass through to SUNCOM Clients any and all equipment vendor warranties (including battery) to the fullest extent allowed under applicable law.

(vii) Americans with Disabilities Act: Service Provider shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

5.03 Equipment Lists and Catalogs

The parties will cooperate in updating the equipment lists and catalogs set forth in Service Provider's response to the ITN. These updated lists and catalogs (with applicable pricing) shall be made available for viewing and ordering by SUNCOM Clients in accordance with **Exhibit 2 – Business Process and Operation**. Service Provider shall provide the Department with reasonable advanced notice (i.e., prior to the effective date) of any equipment included in the lists and catalogs which will be discontinued.

5.04 Reports of End User Equipment

To Be Provided To The Department. Service Provider will provide the Department with monthly reports as described in **Exhibit 2 – Business Process and Operation**.

Contract 6.0 - BUSINESS PROCESS AND OPERATIONS

6.01 Generally

The initial business processes and operational requirements applicable to this Agreement are set forth on **Exhibit 2 – Business Process and Operation**. The parties shall cooperate to make reasonable clarifications, modifications, additions or deletions to these requirements from time to time based on changing circumstances and/or the desire for better efficiencies. By the end of the Development and Preparation Phase contemplated in **Exhibit 2 – Business Process and Operation**, the parties will organize and set forth the requirements in a comprehensive Operational Guide which each party will follow in good faith. Changes in the Operational Guide may be accomplished and implemented by mutual agreement without a formal amendment to the Agreement.

6.02 Weekly Conference Calls

Service Provider shall participate in a weekly conference call with the Department to discuss and provide status on all open or unresolved issues related to the Services (including trouble tickets). It shall be the responsibility of Service Provider to coordinate and initiate the call at a time acceptable to the Department's staff. At the Department's discretion, the call frequency may be modified.

6.03 Helpdesk

To address issues relating to the Service or this Agreement that are beyond the expertise of Service Provider's standard customer care resources, Service Provider shall provide a centralized trouble reporting and maintenance system ("HelpDesk) for use by the Department and SUNCOM Clients.

6.04 Escalation Requirements

Service Provider's escalation procedure and contact list to be used for unresolved SUNCOM Client problems, unresolved network problems, or problems not being resolved in a timely manner shall include names, titles, and phone numbers of contacts in Service Provider's escalation chain.

6.05 Authorized Representatives

Immediately upon execution of this Agreement, Service Provider shall notify the Department of its authorized representatives for purposes of giving and receiving the notices provided for under this Section 6.0 and any other Service orders, including those which involve the activation, change, or discontinuance of Service.

The Department's authorized representatives are as follows:

A. Contract Administrator

The employee primarily responsible for administrative duties relating to the Agreement, such as maintaining the Contract file and financial information on this Contract, and will serve as the liaison with the Contractor's Contract Manager and Department.

Christina Espinosa, FCCN, FCCM
Purchasing Analyst
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 380.9z
Telephone: (850) 410-2404

The Department may appoint a different Contract Administrator, Contract Manager and/or SUNCOM Product Manager without an amendment to the Agreement, by sending written notice to Service Provider.

B. Contract Manager

The employee primarily responsible for overseeing each party's performance under to the terms of this Agreement. Any communication from the Contractor to the Department relating to the Agreement shall be copied to the Contract Manager.

Jonathan Rakestraw
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 115
Tallahassee, Florida 32399-0950
Telephone: (850) 921- 0857 / Fax: (850) 921- 5162
E-mail: jonathan.rakestraw@dms.myflorida.com

C. SUNCOM Product Manager

The employee primarily responsible for overseeing the technical requirements for this Agreement.

Raghib Qureshi
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 125J
Tallahassee, Florida 32399-0950
Telephone: (850) 413-0319
E-mail: raghib.qureshi@dms.myflorida.com

Contract 7.0 - TERMS OF PAYMENT

7.01 Invoicing of Charges

Invoicing shall comply with the terms and conditions set forth in **Exhibit 2** (Business Operations) attached to this Agreement.

7.02 Payment of Charges

Payment shall be made in accordance with State law, including Sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to Service Provider due to preparation errors will result in a delay in payment. The Department is solely responsible for all charges billed under this Agreement, whether or not a SUNCOM Client has paid the Department for such charges.

7.03 Transaction Fee

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which Service Provider shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Service Provider. If automatic deduction is not possible, Service Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Service Provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Service Provider shall receive a credit for any Transaction Fee paid by Service Provider for the purchase of any item(s) if such item(s) are returned to Service Provider through no fault, act, or omission of Service Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Service Provider's failure to perform or comply with specifications or requirements of the Agreement.

Failure to comply with these requirements shall constitute grounds for declaring Service Provider in default and recovering re-procurement costs from Service Provider in addition to all outstanding fees. SERVICE PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT'S VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

7.04 Taxes

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on Service Provider or for any taxes levied on employees' wages.

7.05 Disputed Charges

Disputed charges shall be handled in the manner set forth in **Exhibit 2 – Business Process and Operation**, Section 5.07.7, attached to this Agreement and to pursuant to Section 215.422, Florida Statutes and Rule 60FF-2 Florida Administrative code.

7.06 Proration of Charges

Monthly fees for billing periods of less than one month will be prorated based on the actual number of days in such periods.

7.07 Charges Resulting from Lost or Stolen Devices

In the event an End User's or SUNCOM Client's voice or data transmitting device ("Device") is lost, stolen, or otherwise absent from the End User's or SUNCOM Client's possession or control, the Department shall nevertheless be liable for all charges attributable to the Device until it or the End User or SUNCOM Client notifies Service Provider during Business Hours of such loss, theft, or unauthorized absence, in which case the Department's liability therefore shall terminate at the earlier of (i) deactivation of the Device by Service Provider, or (ii) the end of four (4) Business Hours after such notification is received by Service Provider. Service Provider shall use reasonable efforts, taking into account all circumstances which shall include other operational demands placed upon its employees, to deactivate Service to the Device affected as soon as practicable.

7.08 Right of Offset

The Department may, in addition to other remedies available at law or equity and upon notice to Service Provider, retain from amounts due Service Provider such monies as may be necessary to satisfy any claim arising under (i) this Agreement, or (ii) any other liability or obligation of Service Provider or its affiliates to the State of Florida.

Contract 8.0 - THE DEPARTMENT'S OBLIGATIONS

8.01 Trained Staff

The Department shall provide an adequate and properly trained staff to receive and investigate any complaints from its End Users or SUNCOM Clients relating to Service, and will report any trouble to Service Provider with respect to Service only upon reasonable verification that such trouble is due to reasons other than the misuse or malfunctioning of the End User's or SUNCOM Client's equipment or the failure of such equipment to meet the technical standards for compatibility with Service.

8.02 Responsibility for Actions or Omissions

The Department shall be solely responsible for all costs and expenses incurred in connection with its actions or omissions in the sale of Service or otherwise relating to this Agreement. The Department shall act in all respects on its own account, and shall be solely responsible for such things as billing, collection and, except as provided in Section 11 and **Exhibit 1 – Technical Requirements**, abuse or fraudulent use of any element of the Service, whether by the Department's employees or agents of the Department, an End User or a SUNCOM Client, or any third party (excepting only actions by Service Provider, Service Provider's agent or Service Provider's employees), provided Service Provider has followed the Department's instructions under this Agreement with respect to such use.

8.03 Responsibility for Agents

The Department is responsible for the performance of its agents, if any, and shall ensure that its agents are in compliance with any applicable terms of this Agreement and any other applicable industry standards, rules and regulations.

8.04 No Rights to Service Provider's Facilities or Intellectual Property

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Service Provider.

8.05 Notice to End Users and SUNCOM Clients

The parties will cooperate in advising each End User and SUNCOM Client of the following:

(i) The availability of the Service is not assured at all times or places;
(ii) The privacy of the Service is not assured at all times or places;
(iii) End Users and SUNCOM Clients have no contractual relationship with Service Provider with respect to the Service; and
(iv) Any liability Service Provider might have to an End User or a SUNCOM Client for the Service shall not exceed the liability Service Provider would have if the End User or SUNCOM Client was a direct customer of Service Provider and had agreed to Service Provider's standard terms and conditions.

The above notice requirements may be satisfied by a reasonably placed posting on the Department's SUNCOM website.

8.06 Protection of Service Provider Marks

The Department recognizes the right, title, and/or interest of Service Provider (through ownership or license) to all service marks, trademarks, and trade names owned by or used by Service Provider (the "Marks"). The Department agrees not to, directly or indirectly, contest or otherwise impair such right, title, and interest of Service Provider. The Department has no rights, and shall not acquire any right, title or claim to the Marks, shall not use any Marks, and shall not use Service Provider or any trademarks or trade names of Service Provider, directly or indirectly, without the prior written consent of Service Provider.

8.07 Customer Choice

Pursuant to chapter 287, Florida Statutes, the Department engaged in a lengthy competitive bidding process to determine which solution offered the best value to the State of Florida. At the conclusion of the competitive bidding process, Verizon Wireless received the highest ranking on both the price and technical components of the ITN. See **Exhibit 8**. Pursuant to this Agreement, agencies are permitted to choose between the three vendors on the Agreement when making mobile communication purchases. However, agencies should follow their best practices in making the purchase decision, incorporating objective factors that include, but are not limited to, price, quality, design and workmanship.

8.08 Monitoring of Discretionary User Utilization

The Department shall monitor, on a quarterly basis, cumulative utilization of all the agreements resulting from the ITN by all users other than State Agencies (generally referred to as Discretionary Users). Service Provider shall make a good faith effort to promote the services as prescribed in the ITN. However, if utilization of all the agreements resulting from the ITN by Discretionary Users decreases by 10% or more cumulatively as verified by a joint study, the Department shall consider revising this Agreement to prevent the loss of Discretionary Users.

Contract 9.0- SERVICE PROVIDER'S OBLIGATIONS

9.01 Notice of Material Changes in Service

Service Provider agrees to provide timely and reasonably detailed notice to the Department (based on circumstances present) of any material changes in Service of either a permanent or temporary nature.

9.02 Planned Outages

The Service Provider, over the wireless network, shall send a popup, text message, or other type communication which informs the end customer of the anticipated outage including date, time, and duration.

9.03 Unforeseen Outages

A notification mechanism shall send a notification to the Department communicating the wireless services may not be available in a generalized area with an estimated time for service restoration.

9.04 Department Test Accounts

Service Provider shall furnish up to ten (10) voice and up to ten (10) data (including equipment, voice airtime, and data transmit) wireless devices for use by the Department as test accounts. The test accounts shall be used to perform evaluation testing for the life of the awarded contract. The test accounts and devices shall be furnished at no cost.

9.05 SUNCOM Client Testing and Evaluation

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment, including airtime, for the purposes of testing and evaluation at no additional cost.

9.06 Security and Confidentiality

A. The Service Provider shall comply fully with all security procedures, laws and regulations of the United States, State and the Department in performance of the Agreement.

B. The Service Provider (and any person or entity obtaining information through Service Provider) shall not divulge to any third parties any confidential information obtained by Service Provider or its agents, subcontractors or employees in the course of performing the Services. Such confidential information shall include but not be limited to, End User phone numbers, usage records, location information and other forms of identification of End User, security procedures, business operations information, or commercial proprietary information of the State, the Department, a SUNCOM Client or an End User. The Service Provider shall not be required to keep confidential any information or material that is publicly available through no fault of Service Provider, material that Service Provider developed independently without relying on the State's or SUNCOM Client's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, Service Provider shall take appropriate steps as to its personnel, agents, and subcontractors. The terms of this paragraph shall survive the termination of this Agreement.

9.07 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

Section 946.515(2), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Agreement shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in sections 946.515(2) and (4) of the Florida Statutes; and for purposes of the Agreement the person, firm, or other business entity carrying out the provisions of the Agreement shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

9.08 Products Available from the Blind or Other Handicapped. Section 413.036(3), Florida Statutes

Section 413.036(3), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the

person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

9.09 E-Verify Employment Eligibility Verification

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

Contract 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES

10.01 Fraud

If Service Provider reasonably suspects that any Service is being abused or used for fraudulent purposes, Service Provider reserves the right to terminate such Service to the End User immediately. In those instances, the Department shall have no liability for abuse or fraudulent use charges incurred after Service Provider's suspicion occurred. Service Provider shall use reasonable efforts during Business Hours to provide advance notice of termination of Service.

10.02 Minimize Abuse

The Department agrees to (i) make good faith efforts to minimize abuse or fraudulent use, (ii) promptly report any suspected abuse or fraudulent use to Service Provider, and (iii) cooperate in any investigation or prosecution initiated by Service Provider. Service Provider may require the Department to cancel the right to use Service by any of its End Users or SUNCOM Clients abusing or fraudulently marketing or using Service.

10.03 Suspected Abuse or Fraudulent

If Service Provider gives the Department notice of suspected abuse or fraudulent use prior to termination of Service, the Department shall be liable for all abuse or fraudulent charges, costs or damages incurred more than twenty-four (24) hours (or such shorter period as Service Provider specified) after Service Provider provides such notice, unless the Department has instructed Service Provider in writing to terminate Service within twenty-four (24) hours (or such shorter period as Service Provider specifies) of receiving Service Provider notice.

10.04 Fraudulent Use of Services

If the Department at any time suspects that any Service may be, has been or is being used for abuse or fraudulent purposes, the Department shall be liable for all costs or charges incurred until four (4) Business Hours after the Department notifies Service Provider to terminate Service under Section 2.05.

10.05 Damages Resulting From Any Unauthorized Use

Any charges, costs or damages resulting from any unauthorized use of Service that were not caused by the actions or inactions of the Department, or an End User shall be the liability of Service Provider.

10.06 Interrupt or Terminate Service

Upon notice to Department, Service Provider may interrupt or terminate Service if Service Provider determines that the End User's use of the Service infringes intellectual property rights.

Contract 11.0 - NO WARRANTIES

SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF ANY NATURE RELATING WHATSOEVER TO THE SERVICE, SOFTWARE OR ANY EQUIPMENT PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

TO THE EXTENT SERVICE PROVIDER PROVIDES ACCESS TO INFORMATION PROVIDED BY OTHER SOURCES, SERVICE PROVIDER ACCEPTS NO LIABILITY FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT THEREOF.

Contract 12.0 - LIMITATIONS OF LIABILITY

SERVICE PROVIDER'S LIABILITY FOR DAMAGES OR COSTS ARISING FROM ERRORS, OUTAGES, OR FAILURES OF SERVICE, LACK OF SECURITY IN USE OF SERVICE, OR DEFECTS OR MALFUNCTIONS OF THE FACILITIES, OCCURRING IN THE COURSE OF PERFORMING UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL BASIS FOR SUCH CLAIM, SHALL IN ANY EVENT BE LIMITED TO AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE DEPARTMENT FOR THE PERIOD OF SERVICE DURING WHICH SUCH ERRORS, OUTAGES, FAILURES, DEFECTS, OR MALFUNCTIONS OF EQUIPMENT OCCUR, SUBJECT TO THE ADDITIONAL LIMITATIONS BELOW. THE ABOVE LIMITATION DOES NOT INCLUDE ANY POTENTIAL LIABILITY FOR INTENTIONAL TORTS.

NO PARTY SHALL BE LIABLE TO ANOTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA OR RECORDS (EXCEPT TO THE EXTENT THE SERVICE PROVIDER IS REQUIRED TO BACK-UP DATA OR RECORDS), EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE. NO PARTY SHALL BE LIABLE FOR LOST PROFITS, LOST REVENUE, OR LOST INSTITUTIONAL OPERATING SAVINGS.

THE DEPARTMENT ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE TO EQUIPMENT ONLY WHEN THE EQUIPMENT IS WITHIN OPERATING RANGE OF THE FACILITIES LOCATED WITHIN THE WIRELESS SYSTEM. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED OR LIMITED FOR MANY REASONS. INDIVIDUAL CONNECTIONS MAY BE "DROPPED" (I.E., INVOLUNTARILY DISCONNECTED) FOR A VARIETY OF REASONS AS WELL. SERVICE PROVIDER SHALL INCUR NO LIABILITY FOR ITS INABILITY TO PROVIDE ADEQUATE SERVICES HEREUNDER IF SUCH INABILITY IS DUE TO THE LACK OF NETWORK COVERAGE, NETWORK CAPACITY, OR TO CAUSES BEYOND THE SERVICE PROVIDER'S REASONABLE CONTROL. NOR SHALL SERVICE PROVIDER BE RESPONSIBLE FOR ANY ACT OR OMISSION RELATED TO THIRD PARTY EQUIPMENT OR SYSTEMS USED IN CONNECTION WITH THE SERVICE.

WIRELESS SYSTEMS USE RADIO CHANNELS TO TRANSMIT VOICE AND DATA COMMUNICATIONS OVER A COMPLEX NETWORK, AND PRIVACY CANNOT BE

GUARANTEED. SO LONG AS THE SERVICE PROVIDER HAS TAKEN REASONABLE PRECAUTIONS AND COMPLIED WITH THE TERMS OF THIS AGREEMENT, THE DEPARTMENT AGREES THAT SERVICE PROVIDER SHALL NOT BE LIABLE TO THE DEPARTMENT OR TO END USERS FOR ANY SUCH LACK OF PRIVACY.

FOR ALL CLAIMS AGAINST SERVICE PROVIDER RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND REGARDLESS OF THE BASIS ON WHICH THE CLAIMS ARE MADE, THE SERVICE PROVIDER'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO $1,000,000.

THESE LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING UNDER THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, OR UNDER SECTIONS 15.10 (COMPLIANCE WITH LAWS) OR 15.11 (E-RATE) OF THIS AGREEMENT.

Contract 13.0 - INDEMNIFICATION

13.01 Indemnification

Service Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department, the SUNCOM Clients and the End Users, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to the a breach of this Agreement by Service Provider. However, the foregoing shall not apply for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, a SUNCOM Client or an End User.

13.02 Conditions to Indemnification

Service Provider's obligations under the preceding paragraph with respect to any legal action are contingent upon the party seeking indemnification giving Service Provider (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at Service Provider's sole expense, and (iii) reasonable assistance in defending the action at Service Provider's sole expense. Service Provider shall not be liable for any settlement or compromise made by the State, the Department, a SUNCOM Client or any End User in any legal action without Service Provider's prior written consent, which shall not be unreasonably withheld.

Contract 14.0 - DISPUTES

Any dispute concerning performance of the Agreement, except for billing disputes, shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and serve a copy on Service Provider. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, Service Provider files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to Service Provider's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Service Provider's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida. In any such action, Florida law shall apply and the parties waive any right to jury trial.

Contract 15.0 – MISCELLANEOUS

15.01 Scrutinized Companies Lists

In executing this contract, Service Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Service Provider agrees the Department may immediately terminate this contract for cause if the Service Provider is found to have submitted a false certification or if Service Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

15.02 Annual Appropriations

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

15.03 Waiver

The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

15.04 Public Records

The Department may terminate this Agreement if Service Provider refuses to allow public access to all documents, papers, letters, or other material made or received by Service Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

15.05 Contractual Obligations

Neither party is authorized to act as an agent for, or legal representative of, the other party, nor shall either party have authority to assume or create any obligation on behalf of, in the name of, or that shall be binding upon, the other party.

15.06 No Subcontracting

The Service Provider may not subcontract any of the Services without the Department's prior written consent. The Service Provider shall not be released of its contractual obligation to the Department because of any subcontract.

15.07 Notices

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered (a) personally; (b) by certified mail, return receipt requested; (c) by an overnight courier service having a record of receipt; or (d) by facsimile, with a confirming copy sent by one of the other three methods described in this sentence. Notices shall be addressed as follows:

(a) If to Department, notice shall be sent to the Contract Administrator and the Contract Manager (see Section 6.05 above).

If to Service Provider:

Verizon Wireless
Attention: Legal and External Affairs Department
One Verizon Way, VC52S401
Basking Ridge, NJ 07920-1097

with a copy to:
Verizon Wireless
Attention: Area General Counsel
One Verizon Place
Alpharetta, GA 30004

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above. All notices shall be effective on receipt.

15.08 Force Majeure

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or Contractors if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

15.09 Ethical Responsibilities

Each party shall be governed in all its dealings with respect to this Agreement by the highest standards of honesty, integrity, and fair dealing. Notwithstanding, the Department shall meet the requirements of Chapter 112, Florida Statutes where applicable.

15.10 Compliance With Laws

Service Provider and the Department shall at all times comply in all material respects with all laws, rules, codes, ordinances, and licensing requirements and regulations applicable to the performance of this Agreement and the conduct of their business, including those of federal, State, and local agencies

having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapters 60A-1 and 60FF, Florida Administrative Code, governs the Agreement. By way of further non-exhaustive example, Service Provider shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Agreement termination.

For additional information regarding SUNCOM rules and statutes, please reference the following link: http://dms.myflorida.com/suncom/suncom_customer_resources/rules_and_statutes

15.11 E-Rate

The Schools and Libraries Program of the federal Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC), through its Schools and Libraries Division (SLD), under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist most schools and libraries in the United States to obtain affordable eligible telecommunications, Internet access, and internal connections. SUNCOM Clients who have applied for E-Rate funding for eligible services and equipment from Service Provider are referred to herein as "E-Rate SUNCOM Clients."

Service Provider must have obtained or applied to obtain a Service Provider Identification Number (SPIN) from USAC prior to execution of the Agreement and shall provide relevant SPIN(s) to the Department. Service Provider also is required to submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with E-Rate rules and regulations. Service Provider shall maintain eligibility as an E-Rate service provider and shall avoid being placed on Red Light status by the FCC for the duration of the Agreement.

During the term of the Agreement, Service Provider shall be required to take all appropriate action to provide services in compliance with the terms and conditions of the Agreement and E-Rate rules and regulations. If Service Provider becomes ineligible as an E-Rate service provider during the term of the Agreement or becomes unwilling or unable to provide E-Rate eligible services in compliance with the Agreement and E-Rate rules and regulations, the Department and its E-Rate SUNCOM Clients shall change service providers and, if applicable, seek substitute services in accordance with applicable E-Rate rules and procedures. If during the term of the Agreement, due to circumstances within Service Provider's control, Service Provider becomes ineligible as an E-Rate service provider, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, the following shall apply:

A. Service Provider shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Clients that have complied with the applicable E-Rate rules and regulations.

1. In the event that the Department and its E-Rate SUNCOM Clients change service providers and seek substitute services pursuant to the above paragraph, direct damages shall include but not be limited to any amounts paid to the substituted service provider above Service Provider's price under this Agreement. In the event the Department or such E-Rate SUNCOM Clients are unable to obtain USAC approval to change to the new provider as a provider under E-Rate rules and such USAC denial is a result of Service Provider's intentional acts, gross negligence, or willful misconduct, Service Provider will also be liable for the amount of E-Rate funding forfeited as a result.

2. Service Provider shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Clients until such time as the Department and any affected E-Rate SUNCOM Clients obtain services from a new service provider as set forth above (Transition Period). If the Department or E-Rate SUNCOM Clients are unable to obtain E-Rate funding for the Service Provider services for the Transition Period as a result of Service Provider's intentional acts, gross negligence, or willful misconduct, the Department and E-Rate SUNCOM Clients will not be responsible to pay Service Provider for the amounts left unfunded by E-Rate for that Transition Period.

3. If Service Provider violation of the E-Rate rules and regulations is a reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Service Provider violation will be considered direct damage under this subparagraph A..

In no event shall Service Provider be liable for direct damages as set forth in 1. or 3. above or be required to perform as set forth in 2. above, beyond the last day of the E-Rate funding year in which Service Provider becomes ineligible as a provider under E-Rate, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part.

In addition, for purposes of clarification and to avoid confusion, the Department will not hold Service Provider responsible and Service Provider will not be liable pursuant to subparagraph A. above, if Service Provider becomes ineligible as an E-Rate provider during the term of the Agreement, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, due to circumstances that are determined to be beyond Service Provider's control.

In recognition of the lead time required to apply for E-Rate funding, existing E-Rate clients shall be entitled to continue utilizing the previous agreements as incorporated into this Agreement as **Exhibit 6**, currently in effect between the State of Florida and Service Provider until the end of the 2012-2013 E-Rate funding year, in the event the parties mutually agree that E-Rate funding is determined by the parties to be in jeopardy.

B. Invoicing. The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Agreement awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Service Provider and the Department agree that:

1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and

2. In order to ensure that the billing mechanisms and processes established pursuant to this Agreement with respect to the applications of SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and

regulations, the duties and responsibilities of each party are set forth in Section 5.07.06 (Invoicing) of **Exhibit 2 – Business Process and Operation.**

15.12 Advertising

Subject to Chapter 119, Florida Statutes, Service Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from the Department, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking Service Provider's name and either a description of the Agreement or the name of the State, the Department or any SUNCOM Client in any material published, either in print or electronically, to any entity that is not a party to Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

15.13 Assignment

No rights or obligations hereunder shall be assigned or delegated, in whole or in part, by either party to any other person, firm, corporation, or other entity without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Service Provider may assign this Agreement to an entity to whom the outstanding common stock or substantially all the assets of Service Provider are transferred after first receiving FCC and other necessary governmental approvals. For purposes of this provision, any change in the ultimate control of a party, by stock sale, merger, consolidation, or any other means, shall constitute an assignment subject to the consent requirements hereof.

15.14 Employees, Subcontractors, and Agents

All Service Provider employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Service Provider shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. As required by law, the State may conduct, and Service Provider shall not impede, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Service Provider. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Department's security or other requirements. Such approval shall not relieve Service Provider of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of Service Provider's employees, subcontractors, or agents.

15.15 Governmental Restrictions

If Service Provider believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Agreement, Service Provider shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to the Department.

15.16 Lobbying and Integrity

The Service Provider shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel,

entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, Service Provider shall provide any type of information the Inspector General deems relevant to Service Provider's integrity or responsibility. Such information may include, but shall not be limited to, Service Provider's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Service Provider shall retain such records for the longer of (i) three years after the expiration of the Agreement or (ii) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Service Provider agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Service Provider's compliance with the terms of this or any other agreement between Service Provider and the State which results in the suspension or debarment of Service Provider. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Service Provider shall not be responsible for any costs of investigations that do not result in Service Provider's suspension or debarment.

15.17 Warranty of Ability to Perform

The Service Provider warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Service Provider's ability to satisfy its obligations hereunder. The Service Provider warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Service Provider shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Agreement.

15.18 Modification of Terms

The Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and Service Provider. The Agreement may only be modified or amended upon mutual written agreement of the Department and Service Provider. No oral agreements or representations shall be valid or binding upon the Department or Service Provider. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against the Department. The Service Provider may not unilaterally modify the terms of the Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Service Provider's order or fiscal forms or other documents forwarded by Service Provider for payment. The Department's acceptance of product or processing of documentation on forms furnished by Service Provider for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

If a SUNCOM Client or the Department previously entered into a written agreement for the purchase of any Service from Service Provider, the provisions of such earlier agreement shall be subject to the terms for transition as set forth in **Exhibit 2 – Business Process and Operations** and no early cancellation fees shall apply.

15.19 *FHP and Associated or Similar Number

Service Provider will allow the Department, SUNCOM Clients, and its End Users in Florida to dial *FHP and other associated or similar numbers at no additional charge.

15.20 Successors and Assigns
This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

15.21 Execution in Counterparts
The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.22 Severability
If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates signed below.

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

John P. Miles, Secretary

JANUARY 20, 2012
Date

Approved as to form and legality by the Department's Office of the General Counsel

1-20-2012
Date

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELLCO PARTNERSHIP, ITS SOLE MEMBER D/B/A VERIZON WIRELESS

Todd Lucchesso, Executive Director
Enterprise & Government

Date

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John P. Miles, Secretary

Date

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VERIZON WIRESLESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELLCO PARTNERSHIP, ITS SOLE MEMBER D/B/A VERIZON WIRELESS



Todd Locciśano, Executive Director
Enterprise & Government

20-JAN-2012

Date

CITY CLERK'S JOURNAL

CITY OF COCOA

REGULAR MEETING OF THE CITY COUNCIL

July 24, 2012

I. OPENING MATTERS:

- **The meeting was called to order at 7:00 p.m.**

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of July 24, 2012

- **The agenda was approved with amendments (removal of Item VIII.7).**

2. Minutes: (a) District 3 Town Hall Meeting of June 19, 2012
   (b) Regular Meeting of June 26, 2012

- **Minutes were approved as presented to be executed and distributed as necessary.**

III. AWARDS & PRESENTATIONS:

1. Presentation by Kimberly Prosser, Interim Director, Brevard County Emergency Management.

- **Awards and Presentations conducted as printed above.**

IV. DELEGATIONS:

- **No formal actions were taken under Delegations. Speakers were:**
  Chad Adkins
  Janne Etz
  Gerald E. Blanchard
  Kinley Nagle
  Demetrius Waters
  Rip Dyal

V. CONSENT AGENDA:

1. To authorize the City Manager to execute the Memorandum of Understanding (MOU) between Brevard County and the City of Cocoa for the construction of a potable water main along Satellite Boulevard, Cherven Avenue, Magee Drive, and Palmetto Avenue in the west Canaveral Groves neighborhood; authorize the City Manager and City Attorney to make modifications to the MOU to the extent said modifications are in the City's best interest and consistent with the general intent and purpose of the draft MOU presented to the City Council. (Utilities Director)

- **Approved.**

2. Approve Task Order No. 14 with CDM Smith, Inc., for Lift Stations 4 and 5 improvements. (Utilities Director)

- **Approved. Task Order to be executed in duplicate and one original mailed to CDM Smith.**
- **Task Order request form to be executed and forwarded to Finance.**

3. Approve the use of Forfeiture Funds for a donation in the amount of $7,000 for the Gun Buy Back Program gift cards. (Chief of Police)

- **Approved.**

4. Approval participation in a cooperative purchase agreement under the State of Florida Mobile Communication Services contract DMS-10/11-008, which was approved as of January, 2012. (Finance Director)

- **Approved.**

5. Approve updated declaration of restrictive covenants for the Fleet fuel spill. (Public Works Director)

- **Approved. Declaration to be executed and mailed to FDEP for final execution and return. Document to be recorded in the Public Records of Brevard County following full execution by all parties.**

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Consider the appointment of Mr. Curtis Young to the Code Enforcement Board through June, 2015. (City Clerk)

- **Approved. Notification to be provided through Office of the City Clerk.**

2. Consider approval of Cocoa Fire Rescue's request to pursue the Department of Homeland Security (DHS) Staffing for Adequate Fire and Emergency Response (SAFER) Grants Program. (Fire Chief)

- **Approved.**

3. Approve a resolution establishing the rolled-back rate, adopt a proposed millage rate, and set the date for the first public hearing to consider the FY2013 budget. (OMB Manager)

- **Approved. Resolution No. 2012-071 to be executed and distributed as necessary. Proposed millage rate set at 5.9811 mills.**
- **1st public hearing to consider the proposed millage rate and FY2013 tentative budget scheduled for September 4, 2012.**

VIII. CITY BUSINESS:

1. Approve a resolution amending the FY2012 budget for the transfer of funds from 001-1803-516.64-00 (machinery) to 001-1803-515.68-10 (software) for the purchase of NetMotion Locality software. (Finance Director)

- **Approved. Resolution No. 2012-072 to be executed and distributed as necessary. Budget documentation to be forwarded to Finance.**

2. Approve a resolution amending the FY2012 budget for the unbudgeted capital purchase of two 20,000 pound capacity HD rolling bridge jacks from Mohawk Lifts, Amsterdam, New York, utilizing State of Florida contract no. 06405, vehicle lifts and related garage equipment. (Utilities Director)

- **Approved. Resolution No. 2012-073 to be executed and distributed as necessary. Budget documentation to be forwarded to Finance.**

3. Bid Award No. B-12-12-COC, Dyal WTP 5 million gallon steel tank rehabilitation to Worldwide Industries Corp., Butler, Pennsylvania; to approve a resolution amending the FY 2012 budget. (Utilities Director)

- **Approved. Resolution No. 2012-074 to be executed and distributed as necessary. Budget documentation to be forwarded to Finance.**
- **Contract documents to be executed and forwarded to Worldwide Industries Corp. in duplicate for final execution and return.**

4. Approve a resolution amending the FY2012 budget to expend funds from the Police forfeiture account for the purchase of a video surveillance system in an effort to detect crime throughout various locations within the City of Cocoa. (Chief of Police)

- **Approved. Resolution No. 2012-070 to be executed and distributed as necessary. Budget documentation to be forwarded to Finance.**

5. Request voluntary reductions of HOME Grant funds in lieu of repayment of HOME funds in the amount of $71,400 and in accordance with Title 24 CFR Part 85.43, terminate the 2005 HOME Agreement awarded to Central Florida Community Development Corporation (CFCDC) and seek any and all appropriate means to recapture payment of $71,400. (Community Development Director)

- **Approved.**

6. Ordinance No. 11-2012/1st reading: Providing for a referendum election and ballot language for the November 6, 2012, general election, proposing an amendment to Article III of the City Charter which would clarify the application of term limits for Council members. (City Clerk)

- **Approved. Ordinance to be advertised for 2nd reading on August 14, 2012 (publish August 4, 2012).**

~~7. Ordinance No. 12-2012/1st reading: Amending Article XIII of Appendix A, Zoning, of the Cocoa Code of Ordinances related to visual screening requirements for fences, walls, and hedges. (Community Development Director)~~

- **This item was postponed to a later date.**

8. Ordinance No. 13-2012/1st reading: Amending Appendix A, Zoning, of the Cocoa Code of Ordinances to create the institutional zoning district. (Community Development Director)

- **Approved. Ordinance to be advertised for 2nd reading on August 14, 2012 (publish August 4, 2012).**

9. Approve the vendor ranking for RFP #P-12-18-COC for employee benefit program (insurances) for medical, dental, and long/short term disability insurances, and authorize the Gehring Group, on behalf of the City Manager, to negotiate a contract with the vendor ranked number one. (Administrative Services Director)

- **Approved.**

10. Approve the vendor ranking for RFP #P-12-18-COC for employee benefit program (insurances) for ancillary insurances (basic, life, supplemental life, hospital indemnity program and employee assistance program), and authorize the Gehring Group, on behalf of the City Manager, to negotiate a contract for the vendor ranked number one. (Administrative Services Director)

- **Approved.**

MULTI-YEAR CONTRACTS

11. To approve an interlocal agreement with Brevard County to design, bid, and replace/relocate water, sewer, and reclaimed mains along Lake Drive from Cox Road to Burnett Road, and for the City of Cocoa to operate and maintain these mains after completion; to authorize the City Manager to execute the interlocal agreement. (Utilities Director)

- **Approved. Interlocal agreement to be executed and forwarded (in duplicate) to Brevard County for approval and execution by Brevard County Board of County Commissioners.**

12. Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 8, 2012, and ending May 24, 2013. (Chief of Police)

- **Approved. Agreement to be executed and forwarded (in duplicate) to City of Rockledge for approval and execution and return of one original.**

13. Bid Award B-12-19-COC, W.H. Stevenson Building Addition, Vehicle Wash Rack, and Site Improvements to CAM Group, LLC, Ft. Pierce, Florida; to authorize the City Manager to execute a construction agreement for the project; to authorize change orders up to $100,000 (approximately 10% of the contract amount); to approve a resolution amending the FY2012 budget to reallocate proceeds from the water and sewer system revenue bonds, series 2009, and contingency; to approve a multi-year contract from FY2012 through ~~FY2012~~ FY 2013. (Utilities Director)

- **Approved. Resolution No. 2012-075 to be executed and distributed as necessary. Budget documentation to be forwarded to Finance.**
- **Agreement to be executed and forwarded (in duplicate) to CAM Group, LLC, for execution and return of one original.**

IX. INFORMATIONAL AGENDA:

1. Crime statistics by district for the month of June, 2012. (Chief of Police)
2. Resignation of Ann Sims from the Utilities Advisory Board. (City Clerk)
3. Granicus statistics for the past thirty (30) days. (City Clerk)
4. Ad valorem tax exemption annual report received from GENO, LLC, and affirmed by the Brevard County Property Appraiser. (Community Development Director)
5. Local business tax receipt report – June 29, 2012 – July 13, 2012. (Community Development Director)
6. June, 2012, monthly financial information. (Finance Director)
7. June, 2012, monthly purchasing approval information. (Finance Director)

X. REPORTS:

- **No formal actions were taken under Reports.**

XI. ADJOURNMENT.

- **The meeting adjourned at 9:20 pm.**



CITY COUNCIL AGENDA ITEM

Memo Date:	June 25, 2012
Agenda Date:	July 24, 2012
Prepared By:	Robert Steele, Information Technology Manager
Through:	Micki Abdi, Finance Director
Requested Action:	Approval to participate in a cooperative purchase agreement under the State of Florida Mobile Communication Services contract DMS-10/11-008 which was approved as of January 2012.

BACKGROUND:

Currently the City operates cellular services with Sprint under the Western States Contracting Alliance (WSCA). This contract and all state cellular services contracts have been replaced by the recently executed Mobile Communication Services (MCS) contract DMS-10/11-008 which provides for equipment and services pricing with AT&T, Sprint and Verizon.

This recently approved state contract was signed in January 2012 and contains a provision for a transition period, whereby the terms of the previous government approved contracts will remain in effect until September 2012, after which the new contract pricing will become effective automatically. The new contracted term pricing may represent a savings over current pricing levels and encompass the city's current provider as well as the other providers listed above. The cost savings will be determined by what rate plan is chosen and from what provider. The main reason for this change is to improve our quality of service with a probable, slight reduction in cost.

City staff is requesting approval to conduct business under the terms of MCS Contract DMS-10/11-008 with each of the three cellular service providers as needed to meet the needs of the city department personnel. The ability to move from one provider to another, as personnel requirements dictate, will allow department directors the ability to better manage the cellular budgets of their department and provide personnel with the best mobile service possible.

BUDGETARY IMPACT:

No additional budget funds are requested.

PREVIOUS ACTION:

In April 2010 City Council approved the use of Sprint as the City wireless provider under the terms of the WSCA contract and in October 2012 City Council approved the renewal of the WSCA contract.

REVIEWED BY:

CITY MANAGER: Brenda Fettrow 7/17/12
Brenda Fettrow

FINANCE DIRECTOR:
Micki Abdi

PURCHASING MANAGER: 7/17/12
Hank Rowan

OMB MANAGER: 7-17-12
Vickie Pacilio

CITY ATTORNEY: 7/17/12
Anthony Garganese

RECOMMENDED MOTION:

Approval to participate in a cooperative purchase agreement under the State of Florida Mobile Communication Services contract DMS-10/11-008 which was approved as of January 2012.

DEPARTMENT OF MANAGEMENT
SERVICES

FOR IMMEDIATE RELEASE
March 15, 2012

CONTACT: Kristopher Purcell
(850) 921-5266

DMS Saves Florida Taxpayers Millions in Mobile Phone Services

State/local governments, schools, nonprofits among those to benefit from pay-as-you-go rates

TALLAHASSEE, Fla. – The Florida Department of Management Services (DMS) announced today that Florida's state agencies, cities, and counties will soon be able to buy telecommunications services off of a new state contract, which is expected to reduce costs statewide by 35 to 49 percent.

"This is an extraordinary achievement by the Division of Telecommunications – to negotiate such a remarkable deal for Florida's critical infrastructure – which will substantially reduce cost burdens by more than $14 million per year off of the current annual spend of $35 million," said DMS Secretary Jack Miles. "That is a savings of tens of millions of dollars statewide over the upcoming years."

DMS negotiated substantial volume discounts by securing pay-as-you-go rates for voice, data, and messaging services for public institutions and certain nonprofit organizations. In addition to the substantial rate reductions, the new contracts also offer discounts from 15 to 19 percent on both personal and family mobile phone plans for many government and academia employees, as well as certain nonprofit workers and government retirees. These much-needed services, such as phone call capabilities, data usage, and geographical device tracking, have never before been consolidated, and this strategic move paves the way for even more cost reductions in the future.

"DMS negotiated a contract with mobile phone carriers AT&T Mobility, Sprint, and Verizon Wireless, ensuring a perpetually competitive environment by awarding contracts to three providers rather than just one," said Christopher Campbell, the director of DMS' Division of Telecommunications (DivTel), who led the DMS negotiation team. "We were able to reduce rates for state and local governments, schools, libraries, and certain nonprofits by leveraging the state's vast purchasing power, while at the same time eliminating the need for them to do their own procurements, which takes up valuable staff time in many of these cash-strapped organizations."

DivTel, which offers telecommunications services under the name SUNCOM, has delivered long-term savings, innovation, and standardization to Florida government since 1975 and continues to enhance state services through initiatives such as extending the reach of broadband internet throughout the state and into rural areas.

For more information on how employees can save on their monthly cell phone bills, visit www.DMS.MyFlorida.com/suncom. For more on the Division of Telecommunications or these mobile services contracts, call the DMS Communications Office at (850) 921-5266.

###

Susanne M. Ryan

From: Rakestraw, Jonathan <Jonathan.Rakestraw@dms.myflorida.com>
Sent: Wednesday, June 20, 2012 10:32 AM
To: Susanne M. Ryan
Subject: RE: State contract DMS-10/11-008
Attachments: DMS-1011-008C EXHIBIT 6 - Contract MA4974 and 725-330-05-1.pdf; DMS-1011-008C VERIZON Contract FINAL_signed 1-20-2012.pdf

Susanne,

The goal is for all of our customers to transition into the new lower priced Mobile Communication Services (MCS) contract. MCS is a multi-award 5 year contract with AT&T, Sprint, and Verizon which has replaced the other wireless contracts that DMS had previously. However, there is a transition period in which the terms of the pervious contracts are still in place for 8 months (September 2012).

725-330-05-1 and MA4974 are now included in the new DMS-1011-008C Verizon contract as exhibit #6. The language in the DMS-1011-008C contract that addresses the 8 month transition of the old terms and conditions are insert here:

2.07 Transition and Transition Services
Service Provider will have a period of eight (8) months from the date of execution of this Contract, in accordance with Section 5.02 of the ITN, to complete all transition activities as described in **Exhibit 2,** Business Process & Operations, and to commence providing the services as specified herein (the "Transition Period").
The Transition Period contract processes and requirements are different from those processes and requirements that will govern after the Transition Period ends. As such, it is the desire of the parties that, **for only the Transition Period,** the operational terms and conditions contained in the earlier agreements between the parties for Wireless Data Services, Contract No.: 03-STO-ITN-001 (MA4974) and Wireless Voice Services, Contract No.: 725-330-05-1, will apply to this Contract. Those operations terms and conditions are hereby incorporated into this agreement as **Exhibit 6.**

This contract DMS-1011-008C was signed 1-20-2012. I have attached Exhibit 6. Our MCS website link is:

http://www.dms.myflorida.com/suncom/suncom_products_and_pricing/mobile_communication_services

Thank you,

Jonathan Rakestraw, PMP
Dept. of Management Services
Division of Telecommunications
Jonathan.Rakestraw@dms.MyFlorida.com
(850) 921-0857

From: Susanne M. Ryan [mailto:sryan@cocoafl.org]
Sent: Wednesday, June 20, 2012 9:45 AM
To: Rakestraw, Jonathan
Subject: State contract DMS-10/11-008

Hello Jonathan,

I am attempting to get a copy of the above referenced contract which went into effect in January of this year. I have been unable to locate a copy on the DMS website. Could you either send a copy of the contract or provide me with a link to its location? Thank you for your help.

Susanne Ryan
City of Cocoa Information Technology
65 Stone Street, Cocoa, FL 32922
321-433-8553, 321-433-8598 Fax
sryan@cocoafl.org

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Click here to report this email as spam.

RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT SERVICES

SCOTT STEWART
Interim Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

CONTINUATION OF MOBILE COMMUNICATION SERVICES FOR FY 2012-13

1. **For those currently paying for mobile communication services off of the State Term Contract by p-card:**
   - You should continue doing so until service is migrated to SUNCOM's OaSIS (date TBA)
   - Any reference to the State Term Contract should be replaced with the name and number of the new MCS contract (provided below).
   - Upon migration of mobile communication services to SUNCOM's OaSIS (date TBA), you will begin paying your invoices in the manner you currently pay all SUNCOM charges.

2. **For those currently issuing purchase orders through MFMP for mobile communication services off of the State Term Contract (Contract No. 725-330-05-1):**
   - You should prepare to continue this process for the 2012-13 fiscal year.
     - ✓ While mobile communication services are projected to migrate to SUNCOM during this period, in the absence of an exact date we recommend that you continue operating under existing procedures.
   - You will cite the new MCS contract number for Verizon Wireless (Contract No. DMS-10/11-008C) on your purchase order in lieu of the old State Term Contract number.
   - Upon migration (date TBA), you will need to cancel the purchase order established for the 2012-13 fiscal year.
     - ✓ Once mobile communication services migrate to SUNCOM's OaSIS, your pre-existing purchase orders to individual vendors will no longer be valid.
   - If your agency requires that you issue a purchase order for SUNCOM services, you are welcomed to do so once service migration is complete.
     - ✓ **Please Note:** Purchase orders issued to SUNCOM will not constitute an order; the only purpose they may serve is to encumber funds, i.e. for budgeting purposes.
     - ✓ The only way to order mobile communication services – once all services have migrated to SUNCOM – will be through SUNCOM's OaSIS.

3. **For those currently issuing purchase orders through MFMP for mobile communication services off of the WSCA contract (Sprint or AT&T):**
   - You should prepare to continue this process for the 2012-13 fiscal year.
     - ✓ While mobile communication services are projected to migrate to SUNCOM during this period, in the absence of an exact date we recommend that you continue operating under existing procedures.
   - You will continue to cite the WSCA contract on your purchase orders

- Upon migration (date TBA), you will need to cancel the purchase order established for the 2012-13 fiscal year.
  - ✓ Once mobile communication services migrate to SUNCOM's OaSIS, your pre-existing purchase orders to individual vendors will no longer be valid.
- If your agency requires that you issue a purchase order for SUNCOM services, you are welcomed to do so once service migration is complete.
  - ✓ **Please Note:** Purchase orders issued to SUNCOM will not constitute an order; the only purpose they may serve is to encumber funds, i.e. for budgeting purposes.
  - ✓ The only way to order mobile communication services – once all services have migrated to SUNCOM – will be through SUNCOM's OaSIS.

4. **Those currently purchasing Aircards or Blackberrys through SUNCOM:**
   - You should continue with your current processes & procedures
   - If you typically create purchase orders in MFMP to encumber funds for these services, you will need to cite the new MCS contract number for your respective vendor (see below).

The recently executed Mobile Communication Services (MCS) contracts will replace the following wireless voice and data contracts:

- AT&T Mobility Wireless Data Services - MA4300
- Sprint Solutions Wireless Data Services - DMS-03/04-063
- Verizon Wireless Voice Services State Term - 725-330-05-1
- Verizon Wireless Data Services - MA4974
- Western States Contracting Alliance (WSCA)

The new Mobile Communication Services (MCS) contract numbers are as follows:

- AT&T Mobility - DMS-10/11-008A
- Sprint Solutions - DMS-10/11-008B
- Verizon Wireless - DMS-10/11-008C

For any additional questions or concerns, please contact Jonathan Rakestraw at 850/ 921-0857 or Jessica West at 850/922-7547.

IV. DELEGATIONS:

- **No formal actions were taken under Delegations. Speakers were: Pastor Odell Watson and Ms. Martha Franco.**

V. CONSENT AGENDA:

1. Approve the expenditure in the amount of $50,397.89 to Verizon for cell phone and air card services supporting law enforcement operations. (Chief of Police)

    - **Approved.**

2. Approve funds and purchase order for postage to mail out monthly utility bills. (Finance Director)

    - **Approved.**

3. Approve the FY 2014 Joint Funding Agreement between the City of Cocoa and the U.S. Department of the Interior – U.S. Geological Survey for water quality sampling and water level measurements. (Utilities Director)

    - **Approved. Agreement to be executed in duplicate and one original to be provided to U.S. Geological Survey.**

4. To approve participation in a cooperative purchase agreement with Mueller Service Co., LLC, Plant City, Florida, to uncover and assess buried and paved over water distribution valves utilizing Seminole County Contract IFB-60077/GMG. (Utilities Director)

    - **Approved.**

5. To approve a resolution waiving the competitive bidding process, by reason of sole source, for the purchase of a trailer mounted valve operator from E.H. Wachs Water Utility Products, Harvard, Illinois. (Utilities Director)

    - **Approved. Resolution No. 2013-120 to be executed and distributed as necessary.**

DEPARTMENT OF MANAGEMENT
SERVICES

FOR IMMEDIATE RELEASE
March 15, 2012

CONTACT: Kristopher Purcell
(850) 921-5266

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Susanne,

The goal is for all of our customers to transition into the new lower priced Mobile Communication Services (MCS) contract. MCS is a multi-award 5 year contract with AT&T, Sprint, and Verizon which has replaced the other wireless contracts that DMS had previously. However, there is a transition period in which the terms of the pervious contracts are still in place for 8 months (September 2012).

725-330-05-1 and MA4974 are now included in the new DMS-1011-008C Verizon contract as exhibit #6. The language in the DMS-1011-008C contract that addresses the 8 month transition of the old terms and conditions are insert here:

2.07 Transition and Transition Services
Service Provider will have a period of eight (8) months from the date of execution of this Contract, in accordance with Section 5.02 of the ITN, to complete all transition activities as described in **Exhibit 2,** Business Process & Operations, and to commence providing the services as specified herein (the "Transition Period").
The Transition Period contract processes and requirements are different from those processes and requirements that will govern after the Transition Period ends. As such, it is the desire of the parties that, **for only the Transition Period,** the operational terms and conditions contained in the earlier agreements between the parties for Wireless Data Services, Contract No.: 03-STO-ITN-001 (MA4974) and Wireless Voice Services, Contract No.: 725-330-05-1, will apply to this Contract. Those operations terms and conditions are hereby incorporated into this agreement as **Exhibit 6.**

This contract DMS-1011-008C was signed 1-20-2012. I have attached Exhibit 6. Our MCS website link is:

http://www.dms.myflorida.com/suncom/suncom_products_and_pricing/mobile_communication_services

Thank you,

Jonathan Rakestraw, PMP
Dept. of Management Services
Division of Telecommunications
Jonathan.Rakestraw@dms.MyFlorida.com
(850) 921-0857

From: Susanne M. Ryan [mailto:sryan@cocoafl.org]
Sent: Wednesday, June 20, 2012 9:45 AM
To: Rakestraw, Jonathan
Subject: State contract DMS-10/11-008

Hello Jonathan,

I am attempting to get a copy of the above referenced contract which went into effect in January of this year. I have been unable to locate a copy on the DMS website. Could you either send a copy of the contract or provide me with a link to its location? Thank you for your help.

Susanne Ryan
City of Cocoa Information Technology
65 Stone Street, Cocoa, FL 32922
321-433-8553, 321-433-8598 Fax
sryan@cocoafl.org

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Rick Scott
Governor

SERVICES

Scott Struhar
Interim Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

CONTINUATION OF MOBILE COMMUNICATION SERVICES FOR FY 2012-13

1. **For those currently paying for mobile communication services off of the State Term Contract by p-card:**
   - You should continue doing so until service is migrated to SUNCOM's OaSIS (date TBA)
   - Any reference to the State Term Contract should be replaced with the name and number of the new MCS contract (provided below).
   - Upon migration of mobile communication services to SUNCOM's OaSIS (date TBA), you will begin paying your invoices in the manner you currently pay all SUNCOM charges.

2. **For those currently issuing purchase orders through MFMP for mobile communication services off of the State Term Contract (Contract No. 725-330-05-1):**
   - You should prepare to continue this process for the 2012-13 fiscal year.
     - ✓ While mobile communication services are projected to migrate to SUNCOM during this period, in the absence of an exact date we recommend that you continue operating under existing procedures.
   - You will cite the new MCS contract number for Verizon Wireless (Contract No. DMS-10/11-008C) on your purchase order in lieu of the old State Term Contract number.
   - Upon migration (date TBA), you will need to cancel the purchase order established for the 2012-13 fiscal year.
     - ✓ Once mobile communication services migrate to SUNCOM's OaSIS, your pre-existing purchase orders to individual vendors will no longer be valid.
   - If your agency requires that you issue a purchase order for SUNCOM services, you are welcomed to do so once service migration is complete.
     - ✓ **Please Note:** Purchase orders issued to SUNCOM will not constitute an order; the only purpose they may serve is to encumber funds, i.e. for budgeting purposes.
     - ✓ The only way to order mobile communication services – once all services have migrated to SUNCOM – will be through SUNCOM's OaSIS.

3. **For those currently issuing purchase orders through MFMP for mobile communication services off of the WSCA contract (Sprint or AT&T):**
   - You should prepare to continue this process for the 2012-13 fiscal year.
     - ✓ While mobile communication services are projected to migrate to SUNCOM during this period, in the absence of an exact date we recommend that you continue operating under existing procedures.
   - You will continue to cite the WSCA contract on your purchase orders

- Upon migration (date TBA), you will need to cancel the purchase order established for the 2012-13 fiscal year.
  - ✓ Once mobile communication services migrate to SUNCOM's OaSIS, your pre-existing purchase orders to individual vendors will no longer be valid.
- If your agency requires that you issue a purchase order for SUNCOM services, you are welcomed to do so once service migration is complete.
  - ✓ **Please Note:** Purchase orders issued to SUNCOM will not constitute an order; the only purpose they may serve is to encumber funds, i.e. for budgeting purposes.
  - ✓ The only way to order mobile communication services – once all services have migrated to SUNCOM – will be through SUNCOM's OaSIS.

4. **Those currently purchasing Aircards or Blackberrys through SUNCOM:**
   - You should continue with your current processes & procedures
   - If you typically create purchase orders in MFMP to encumber funds for these services, you will need to cite the new MCS contract number for your respective vendor (see below).

The recently executed Mobile Communication Services (MCS) contracts will replace the following wireless voice and data contracts:

- AT&T Mobility Wireless Data Services - MA4300
- Sprint Solutions Wireless Data Services - DMS-03/04-063
- Verizon Wireless Voice Services State Term - 725-330-05-1
- Verizon Wireless Data Services - MA4974
- Western States Contracting Alliance (WSCA)

The new Mobile Communication Services (MCS) contract numbers are as follows:

- AT&T Mobility - DMS-10/11-008A
- Sprint Solutions - DMS-10/11-008B
- Verizon Wireless - DMS-10/11-008C

For any additional questions or concerns, please contact Jonathan Rakestraw at 850/ 921-0857 or Jessica West at 850/922-7547.

CITY COUNCIL AGENDA ITEM

Memo Date:	June 25, 2012
Agenda Date:	July 24, 2012
Prepared By:	Robert Steele, Information Technology Manager
Through:	Micki Abdi, Finance Director
Requested Action:	Approval to participate in a cooperative purchase agreement under the State of Florida Mobile Communication Services contract DMS-10/11-008 which was approved as of January 2012.

BACKGROUND:

Currently the City operates cellular services with Sprint under the Western States Contracting Alliance (WSCA). This contract and all state cellular services contracts have been replaced by the recently executed Mobile Communication Services (MCS) contract DMS-10/11-008 which provides for equipment and services pricing with AT&T, Sprint and Verizon.

This recently approved state contract was signed in January 2012 and contains a provision for a transition period, whereby the terms of the previous government approved contracts will remain in effect until September 2012, after which the new contract pricing will become effective automatically. The new contracted term pricing may represent a savings over current pricing levels and encompass the city's current provider as well as the other providers listed above. The cost savings will be determined by what rate plan is chosen and from what provider. The main reason for this change is to improve our quality of service with a probable, slight reduction in cost.

City staff is requesting approval to conduct business under the terms of MCS Contract DMS-10/11-008 with each of the three cellular service providers as needed to meet the needs of the city department personnel. The ability to move from one provider to another, as personnel requirements dictate, will allow department directors the ability to better manage the cellular budgets of their department and provide personnel with the best mobile service possible.

BUDGETARY IMPACT:

No additional budget funds are requested.

PREVIOUS ACTION:

In April 2010 City Council approved the use of Sprint as the City wireless provider under the terms of the WSCA contract and in October 2012 City Council approved the renewal of the WSCA contract.

REVIEWED BY:

CITY MANAGER: Brenda Fettrow 7/17/12
Brenda Fettrow

FINANCE DIRECTOR:
Micki Abdi

PURCHASING MANAGER: 7/17/12
Hank Rowan

OMB MANAGER: 7-17-12
Vickie Pacilio

CITY ATTORNEY: 7/17/12
Anthony Garganese

RECOMMENDED MOTION:

Approval to participate in a cooperative purchase agreement under the State of Florida Mobile Communication Services contract DMS-10/11-008 which was approved as of January 2012.

1. To authorize the City Manager to execute the Memorandum of Understanding (MOU) between Brevard County and the City of Cocoa for the construction of a potable water main along Satellite Boulevard, Cherven Avenue, Magee Drive, and Palmetto Avenue in the west Canaveral Groves neighborhood; authorize the City Manager and City Attorney to make modifications to the MOU to the extent said modifications are in the City's best interest and consistent with the general intent and purpose of the draft MOU presented to the City Council. (Utilities Director)

- **Approved.**

2. Approve Task Order No. 14 with CDM Smith, Inc., for Lift Stations 4 and 5 improvements. (Utilities Director)

- **Approved. Task Order to be executed in duplicate and one original mailed to CDM Smith.**
- **Task Order request form to be executed and forwarded to Finance.**

3. Approve the use of Forfeiture Funds for a donation in the amount of $7,000 for the Gun Buy Back Program gift cards. (Chief of Police)

- **Approved.**

4. Approval participation in a cooperative purchase agreement under the State of Florida Mobile Communication Services contract DMS-10/11-008, which was approved as of January, 2012. (Finance Director)

- **Approved.**

5. Approve updated declaration of restrictive covenants for the Fleet fuel spill. (Public Works Director)

- **Approved. Declaration to be executed and mailed to FDEP for final execution and return. Document to be recorded in the Public Records of Brevard County following full execution by all parties.**

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Consider the appointment of Mr. Curtis Young to the Code Enforcement Board through June, 2015. (City Clerk)

CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS

CONTRACT NO.: DMS-10/11-008C

AMENDMENT 7

THIS AMENDMENT ("Amendment"), to the Mobile Communication Services (MCS) Contract No. DMS-10/11-008B, effective January 20, 2012 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Cellco Partnership, its General Partner with its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097, ("Contractor"). Contractor and the Department are hereinafter referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Contract provides for up to five (5) years of renewal and the current expiration date of the Contract is January 19, 2017; and

WHEREAS, the Contract has remaining renewals for up to five (5) years; and

WHEREAS, the Department wishes to exercise its option to renew the Contract for an additional five (5) years.

WHEREFORE, in consideration of the foregoing premises, the Parties hereto agree that the Contract shall be amended as follows:

1. **CONTRACT 2.01 – Initial Term:** The Parties agree that the Term of this Contract shall be renewed for an additional period of five (5) years commencing on January 20, 2017, and continuing through January 19, 2022, unless extended, cancelled or terminated as provided in the terms and conditions of the Contract. The Parties agree that no additional renewal periods will remain after January 19, 2022.

Specific Appropriation:
The following is the specific state funds from which the State will make payment under the Contract:

General Appropriations Act (Florida Law)

2840 SPECIAL CATEGORIES

CENTREX AND SUNCOM PAYMENTS

FROM COMMUNICATIONS WORKING

CAPITAL TRUST FUND $108,035,421

All other terms and conditions of the Contract shall remain in full force and effect.

SO AGREED by the parties' authorized representatives on the dates noted below:

DEPARTMENT OF MANAGEMENT SERVICES

Ben Wolf, Chief of Staff

2/9/16

Date

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELLCO PARTNERSHIP, ITS SOLE MEMBER D/B/A VERIZON WIRELESS

Signature

Todd Loccisano, Executive Director – Enterprise and Government Contracts

January 6 , 2016

Date

Legislation Details (With Text)

File #:	16-490	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Consent Agenda	
File created:	10/24/2016		**In control:**	City Council	
On agenda:	11/7/2016		**Final action:**		
Title:	Authorize the City Manager to approve and sign a contract with EMA, Inc., to provide Customer Information Services (CIS) and Enterprise Resource Planning (ERP) consulting services under the terms and conditions of Florida Department of Management Services (DMS) contract #: 973-561-010 -1 in the amount of $55,000. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa ERP & CIS Needs Assessment.pdf DMS_Contract_Summary_March_2014.pdf Serivce Update Memo_Comsys assignment to Experis US.pdf EMA DMS Listing.PNG				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 24, 2016
Agenda Date: November 7, 2016
Prepared By: Robert Steele, Information Technology Manager
Through: John Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
To authorize the City Manager to negotiate and sign a contract with EMA, Inc., to provide Customer Information Services (CIS) and Enterprise Resource Planning (ERP) consulting services under the terms and conditions of Florida Department of Management Services (DMS) contract #: 973-561-010-1 in the amount of $55,000.

BACKGROUND:

The City of Cocoa is currently under contract with SunGard Public Sector for our enterprise resource planning business-management software. This software provides an integrated solution for our core business processes to include finance, human resources, utility billing, purchasing, work orders and alternative software integration. The contract with SunGard Public Sector expires February 28th 2017. The City is currently in negotiations with SunGard to extend the agreement while a needs assessment of current city business processes is completed. The City of Cocoa has utilized SunGard Public Sector software since 1994.

In 2010 staff completed an internal analysis of the public administration and public safety software systems and recommended changing to New World Systems based on the SunGard legacy system

and changing organizational needs. Public Safety migrated to the Aegis suite and public administration migrated to the Logos suite. The public safety migration was successful however, due to significant challenges, public administration migrated back to SunGard. Due to these previous challenges, staff is requesting assistance from a consultant with extensive experience in public administration specializing in water utilities operations. EMA, Inc. has completed numerous studies for large utilities such as Portland Water Bureau, San Diego Water Department, Toho Water Authority and Pinellas County Utilities Department.

The needs assessment will assist the City to better assess and understand our current ERP process, critical needs and respective gaps with the current ERP technology. The assessment will focus on financial, human resources/payroll, building, planning, licensing, work orders, and utility billing/customer service. This needs assessment will serve as a decision-making tool to determine the next steps in meeting the City organization's technology needs. It is estimated the project will take approximately 3 months to complete.

STRATEGIC PLAN CONNECTION:

Customer Information Services (CIS) and Enterprise Resource Planning (ERP) software programs are critical to achieve fiscal sustainability through enhancements in processes, customer service, productivity and transparency.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$55,000
Account Number	001-1103-516-31-00
Account Name	Professional Services (Information Technology)
Source of Funds:	Revenues

PREVIOUS ACTION:

RECOMMENDED MOTION:

To authorize the City Manager to negotiate and sign a contract with EMA, Inc., to provide Customer Information Services (CIS) and Enterprise Resource Planning (ERP) consulting services under the terms and conditions of Florida Department of Management Services (DMS) contract #: 973-561-010-1 in the amount of $55,000.

EMA, Inc.
2355 Highway 36 West, Suite 200
St. Paul, MN 55113-3819

phone: 651.639.5600
www.ema-inc.com

October 24, 2016

Mr. Robert Steele
City of Cocoa
600 School Street
Cocoa, Florida 32922

SUBJECT: ERP Needs Assessment Consulting Services

Dear Mr. Steele:

EMA is pleased to provide our proposal response for Customer Information Services (CIS) and Enterprise Resource Planning (ERP) consulting services.

We believe that selecting EMA is the best choice for partnering with Cocoa in this important endeavor for the following reasons:

- **Our project team.** We have a strong project team with experience in ERP and CIS implementations for water utilities. We understand the underlying business processes of a water utility. Our consultants have experience in the water, wastewater, stormwater industry and are knowledgeable in the industry's business processes.
- **Our assessment approach.** EMA will partner with Cocoa and be your trusted advocate in assessing the needs and goals of an ERP replacement. Our experience allows us to effectively capture gaps, identify risks, and establish next steps.
- **Our references**. EMA has extensive experience with ERP/CIS assessments, requirements, selection, and implementation projects. We have relevant experience with similar projects for clients located in nearby communities in the Southeast.
- **Our industry experience**. EMA is recognized by the water and wastewater utility industry as a leader. EMA has demonstrated commitment to directly-related, leading edge water industry research projects with water research organizations (both the Water Research Foundation and the Water Environment Research Foundation).
- **Our Operations Practices Technology (OPT) approach.** EMA understands that a successful system implementation project requires more than just installing, configuring, and transferring data to the new system. EMA's strength is in our management consultant experience in water utility leading practices, business process improvement, organizational optimization, and change management, as well as our technical expertise in finance, utility billing, and customer service (meter-to-cash cycle).
- **Our company.** EMA was founded in February 1975. For the last 40 years we have provided management and technology consulting and services to utilities and municipalities. We are vendor

independent. As industry-leading experts, EMA professionals specialize in the implementation and integration of enterprise software applications. EMA offers advanced expertise in CIS, ERP, Computerized Maintenance Management Systems (CMMS), Automatic Meter Reading/Automatic Meter Infrastructure (AMR/AMI), Geographic Information Systems (GIS), and other technologies and related business processes.

Thank you for the opportunity to propose on this project. We are very interested in this opportunity, and excited about the prospect of working with you. Please feel free to contact me at 651.639.5680 or lpowers@ema-inc.com with questions.

Sincerely,



Lynne Powers
Director
EMA, Inc.



Craig Yokopenic
Executive Vice President
EMA, Inc.

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FIRM QUALIFICATIONS

Founded in February 1975, EMA, Inc. has provided management and technology consulting and services to utilities and municipalities for over 40 years. As industry-leading experts, EMA professionals specialize in the implementation and integration of enterprise software applications. EMA offers advanced expertise in CCIS, ERP, Computerized Maintenance Management Systems (CMMS), Asset Management (AM), Automatic Meter Reading/Automatic Meter Infrastructure (AMR/AMI), Geographic Information Systems (GIS), and other technologies. EMA has a history of helping clients realize significant results including increased productivity, lower costs, reduced risk, improved customer service, and greater return on investment.

Market Share and Standing in the Water/Wastewater Market

Over the past 40 years, EMA has participated in the development of information technology in the water/wastewater industry helping our clients improve their operations through automation and computer technology solutions. As the needs of our clients have evolved over the years, EMA has broadened its services to include various municipal/utility business and management information systems, strategic information planning, telecommunications and network planning and design, systems integration, optimization, and organization development and effectiveness. Our knowledge of the water industry, coupled with our technical expertise, enables us to provide practical yet powerful designs, solutions, and guidance. We continuously monitor the technology horizon to make sure we bring the best and most cost-effective computer solutions to our clients.

EMA has extensive experience in business process redesign, and in the configuration and deployment of information technology to achieve an organization's strategic goals. We have successfully assisted many water and wastewater utilities as they analyzed their business processes, selected software solutions, and then implemented the redesigned business processes with the selected solutions. EMA has done dozens of directly related projects; we have worked with over 300 of the largest water and wastewater utilities in the US and Canada.

VENDOR KNOWLEDGEABLE *AND* VENDOR INDEPENDENT

EMA remains independent of all vendor organizations in order to provide objective consulting services to our clients. We have *not* entered into any exclusive agreements that require us to represent a single software product. Instead, our consulting staff stays current on all major CIS, ERP, maintenance, GIS, control systems, communications systems, and other software packages on the market. Our consultants work with a variety of software packages and can, therefore, recommend or implement the software that best fits specific client needs.

CLIENT REFERENCES

Miami Beach Gap Analysis, Business Process Analysis, and ERP Implementation Project

Project Contact
Name: Mark Taxis Title: Assistant City Manager
City of Miami Beach, FL Office of the City Manager 1700 Convention Center Drive Miami Beach, FL 33139
Phone: (305) 673-7010 (x6829)
Email: marktaxis@miamibeachfl.gov Internet Address: www.miamibeachfl.gov

The City of Miami Beach (the City) is a full service local government with more than 25 departments providing municipal services to 90,000+ citizens. The City employs approximately 1,917 full time employees and 246 part-time/seasonal employees on a 2013/14 operating budget of about $450 million. The City of Miami Beach is a destination city that attracts over 10 million tourists a year.

The City relies daily on an ERP system to perform administrative business functions such as financial accounting, procurement, human resources, payroll, budget management, asset management, and other tasks. Although the City might be considered a small- to medium-sized city in terms of the number of citizens, it has unique circumstances and needs. The high level of tourism, economic development, and growth requires the city to operate with an ERP software solution that will meet the City's current needs along with the future needs as it grows and evolves.

In June of 2004, the City selected Eden Systems (Eden) for its ERP software solution. Several years ago, Tyler made the decision to focus primary development resources on Munis and not Eden. Today, there are still approximately 240 customers utilizing Eden Systems; however, since Munis is Tyler's flagship product, emerging technologies and capabilities have been added and will continue to be added to Munis and not Eden. As a result, several Eden customers have migrated to Munis.

Tyler recognizes that cities such as the City of Miami Beach have business requirements that are not met with the Eden solution. Tyler operates under a unique approach in the ERP solution market with a program they call "Clients for Life". This program offers clients an option to convert from the product they have outgrown to a product that is more suited to their needs at a heavily discounted price. Clients migrating from Eden to Munis are not required to pay software license fees for modules that they currently have.

The City required a gap analysis to be performed to determine how to proceed with respect to their ERP software solution.

The City selected EMA to perform an ERP gap analysis. Upon review of the gap analysis, the City contracted with Tyler Technologies to purchase the Munis and EnerGov solutions. EMA was then asked to provide project management and business process analysis services for their ERP implementation project.

The Project Management Track is focused on managing the Business Process Redesign (BPR) activities, System Implementation activities, and coordination with Tyler to assure BPR results and

subsequent business process efficiencies are translated into a successful implementation of the ERP investment.

The ERP system implementation is being conducted by the ERP vendor. EMA provides management oversight to ensure user and technical requirements are fulfilled during the implementation process. EMA is acting in the capacity of the owner's representative and the City's main point of contact throughout the implementation process. EMA is assisting with user acceptance testing, and ERP interface design support. The Business Process Redesign Track is focused on performing the business process redesign work in each of the work groups identified (Building/EnerGov, Finance, HR, and Billing).

Macon Water Authority CIS/ERP System Requirements and Selection

Macon Water Authority (MWA) hired EMA to provide program management services for the MWA's effort to replace its existing finance, utility billing, and customer service software. The project consists of EMA gathering MWA's system requirements, managing the software vendor selection process, and in a later phase providing program management office (PMO) services during the selected software vendor's implementation.

Project Contact
Name: Guy Boyle Title: Executive Vice President
790 Second Street PO Box 108 Macon, GA 31202
Phone: (478) 464-5628
Email: gboyle@maconwater.org Internet Address: www.maconwater.org

The MWA is a stand-alone Authority and is responsible for the production, distribution, collection and treatment of both water and sewer services primarily for Macon-Bibb County (Georgia) residents, businesses, and surrounding counties. The MWA serves approximately 55,000 accounts within a population of approximately 160,000 residents countywide, as well as bulk water and sewer customers that reside outside of the Macon-Bibb County area. The MWA utilizes the accrual basis of accounting and operates under an annual Board-approved budget of approximately $51 million.

Macon Water Authority (MWA) wanted to restructure and map current business processes and the technical system design, and to select off-the-shelf software to replace the current Customer Information and Billing System (CIS) and Enterprise Resource Planning (ERP). The ERP functionality is to include GL, AP, budgeting, forecasting, and purchasing functionality. The ERP and CIS are to integrate with other core systems, for example, Cityworks and the Authority's GIS, as well as related customer information and billing applications.

Phase I was the CIS/ERP requirements definition including business process and technical system design mapping, and standardization of the general ledger (GL) chart of accounts. Phase I was completed in December 2015. Phase II is the vendor selection phase. Phase II consists of the development and release of an RFP, RFP scoring, vendor demonstrations, and assisting with the selection and contract negotiations with the selected vendor.

RELATED EXPERIENCE

EMA's Industry Research Experience Means Proven Best Practices will be Applied to Your Project

One size doesn't fit all – EMA's research and practical experience will be used to develop the best, most practical solution for Cocoa. Examples of recent industry-related leading edge projects that EMA is currently working on, or has recently completed, are provided below.

- AwwaRF Project #91071 "Effective Practices to Select, Acquire, and Implement a Utility CIS" *(See description below)*
- Water Research Foundation WRF Tailored Collaboration Project #4583: "Preparing for and Carrying Out CIS and AMS Projects" ongoing *(See description below)*
- Water Research Foundation "Forecasting the Future: Progress, Change and Predictions for the Water Industry"
- Water Environment Research Foundation (WERF) "Strategic Asset Management Implementation and Communication", 2008 - ongoing
- Water Research Foundation "Decision Support System for Sustainable Energy Management #4090"
- Water Research Foundation "Water Sector Workforce Sustainability Initiative #4206", 2010

Water Customer Care Forum

EMA is a founding member of, and driving force behind, the Water Customer Care Forum (WCCF). The Forum is a non-profit organization, comprised of over 33 water utilities between approximately 130,000 accounts – 900,000 accounts. The purpose of the forum is to provide a venue in which customer care executives from water utilities across North America can share information, resources, and perspectives. Major discussion topics at WCCF's 2016 Fall Conference focused on benchmarking, contact centers, business process improvement, and CIS/AMR/AMI implementation projects including lessons learned.

ADDITIONAL EXPERIENCE SUMMARY

EMA brings exceptional experience to your project. The following chart provides a representative sample of EMA's completed or active projects and shows EMA's breadth and depth of experience.

Table 1: Project List Demonstrates Depth and Breadth of Experience

Client	CIS Study/ Assessment	CIS Selection	CIS Implementation	CIS Systems Integration	Business Process Review/Implementatio	ERP Assessment/ Requirements /Implementation	Number of Accounts or Population Served (Denoted by *)
Akron, OH	●		●	●			80,000
Alameda County Water District, CA	●	●	●		●		80,000
Albuquerque, NM	●				●		203,000
Allentown, PA	●				●		33,000
Ann Arbor, MI	●			●	●		70,000
Baltimore, MD	●	●					425,000
Bismarck, ND	●	●	●	●			19,000
Central Arkansas Water, AR	●						120,000
Chester Water Authority, PA	●	●	●	●	●	●	50,000
Coachella Valley Water District, CA	●				●	●	108,000
Columbus Water Works, GA	●	●	●	●			62,000
Corpus Christi, TX				●			280,000*
Detroit Water and Sewerage, MI				●	●	●	285,000
Doral, FL					●	●	46,000*
El Paso Water Utilities, TX	●				●		195,000
Fort Wayne City Utilities, IN	●	●	●	●			100,000
Grand Rapids, MI	●	●	●	●	●		77,000
Greater Cincinnati Water Works, OH				●	●		425,000
Hampton Roads Sanitation District, VA	●						465,000
Hartford MDC, CT	●	●	●	●	●	●	90,000
Honolulu Board of Water Supply, HI	●	●	●	●	●	●	167,000
Loudon Water, VA	●				●		65,000
Miami Beach, FL					●	●	85,000*
Navajo Tribal Utility Authority, AZ	●	●	●	●	●	●	60,000
Northern Kentucky Water District, KY	●	●					80,000
Ocean County Utilities Authority, NJ					●	●	580,000
Orange County Utilities, FL				●			115,000
Pasco County Utilities, FL	●	●	●				80,000
Pinellas County Utilities Dept., FL	●			●			130,000
Portland Water Bureau, OR	●	●	●				190,000
Saint Cloud, FL	●		●				19,000
Saint Paul Regional Water Services, MN	●	●	●	●	●		96,000
San Diego Water Department, CA	●			●			280,000
Toho Water Authority, FL	●	●	●	●			100,000
Toronto Water, ON					●		470,000
Water Research Foundation (formerly AwwaRF), CO	●	●	●	●	●		Range
Yuma, AZ					●	●	203,000*

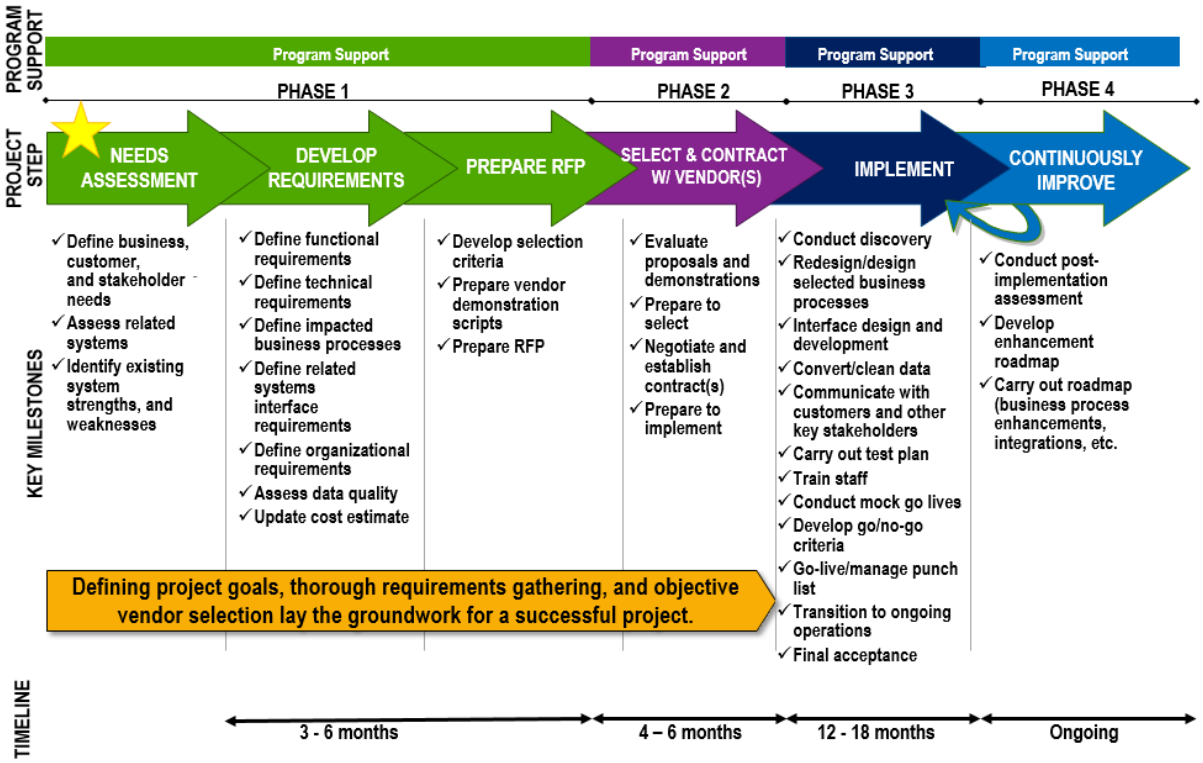
PROJECT UNDERSTANDING

The City of Cocoa seeks a better understanding of their current ERP processes, critical needs, and respective gaps with the current ERP technology. The City requests an assessment of the current state and a recommendation if moving to a new ERP/CIS is in their best interest. EMA will provide leading ERP/CIS practice recommendations with a comparison baseline in markets of similar size municipality/utility.

This assessment will focus on financials, human resources/payroll, building, planning, licensing, work orders, and utility billing/customer service. The City's different technology options can be an ERP with a utility billing module, an ERP interfaced with a CIS, or an integrated software platform containing both ERP and CIS. The best option will be based on the City's size (number of accounts), the City's initiatives in technology and growth, and key findings from the needs assessment.

The typical phase durations for an ERP/CIS replacement are based on EMA's experience for projects of this nature. There are a number of factors that influence the duration of the phases, including the urgency of the project for the City, the City's procurement process, and availability of the City's project resources. A needs assessment is an introductory step to Phase 1. The needs assessment is used as a decision-making tool to determine next steps in meeting the technology needs.

Figure 1: Typical ERP Phases and Timeline



EMA's Project Approach Focuses on Process Improvement and Technology to Make This Project a Success

Implementing a key technology such as an ERP or CIS system can be an expensive and time-consuming intrusion into any business. However, it is also a great opportunity to improve how the business operates and to adopt systems and processes that support the organization's strategic direction.

EMA's project philosophy is based upon *linking people and technology for business results*. We understand that a successful project requires an approach that encompasses not just technology but also business processes, and the organization. A successful system implementation project requires more than just installing, configuring, and transferring data to the new system. It requires that the organization changes the way work is performed. This process can be very intimidating. EMA's strength is in our management consultant experience in water utility leading practices, business process improvement, organizational optimization, and change management, as well as our technical expertise in finance, utility billing, and customer service (meter-to-cash cycle).



EMA's approach encompasses all project aspects

EMA's Approach Capitalizes on our ERP and CIS Expertise

EMA identified a number of "keys to success" as part of the industry-wide Water Research Foundation (WRF) project, titled *Effective Practices to Select, Acquire and Implement a Utility CIS*. Primary findings in having a successful technology project included:

1. Develop an effective, positive internal project team
2. Conduct extensive testing of the system and interfaces
3. Maintain a detailed project plan that provides adequate direction for each step and adequate time to complete each step
4. Assign a highly-effective project manager
5. Develop a well-designed and well-executed data conversion plan

EMA's approach incorporates these key findings to ensure the City is well-equipped to achieve a successful ERP/CIS needs assessment that fits the City's goals.

SCOPE OF WORK

Task 1: Current State Assessment. EMA will conduct a current state assessment for the City of Cocoa and their current ERP software. The focus is to capture needs, review the major business and technology processes, and discuss pain points.

EMA will inventory the City's current business processes for up to eight departments. This will be a simple high level listing by department or functional work area and will include an understanding of the full meter to cash cycle. The interviews will focus on the City's uniqueness and pain points. We will also perform an initial discovery on interfaces. EMA will use all the information gathered to help us understand the needs and gaps with the current technology and/or practices.

The assessment will be conducted through small group workshops and one-on-one stakeholder interviews. The outcome will be captured in a template for each of the eight departments interviewed. The department template will list the business processes, the users, the system interfaces, and the issues or challenges currently experienced by the City.

Deliverables:

- Department templates for each of the eight departments

Task 2: Needs Assessment Report. Based on the analysis and documentation gathered, EMA will develop an ERP/CIS strategy with recommendations for the City of Cocoa. Recommendations will be based on similar size municipalities and utilities as well as leading practices, EMA's understanding of the marketplace, and the City's unique needs.

EMA will prepare an assessment report that includes a summary of all findings, processes, and needs identified by department with a final recommendation that will consist of alternative options. We will facilitate an on-site review of the assessment with the City's project team.

Deliverables:

- Draft needs assessment for review by the City's project team
- Final needs assessment incorporating the City's project team edits
- Presentation of the assessment, including facilitation and follow-up

KEY PERSONNEL AND EXPERIENCE

We include the following biographical sketches for the key personnel proposed for your project team. Expanded résumés for all proposed team members are included in Appendix A of this proposal.

Robert (Bob) Reilly, CISA – Project Manager

Robert is a top-to-bottom network and technology professional with over 20 years of success directing a broad range of technology initiatives while participating in planning, analysis, and implementation of solutions in support of business objectives. He was formerly the CIO for the City of Winter Garden, FL. He is a true innovator who injects himself into situations to resolve problems and comes up with creative solutions that create a win-win for customers and clients. Robert has been the project manager of the ERP/CIS implementation support project for the City of Miami Beach where he has provided extensive support to the City including business process redesign.

Martha Rodriguez, PE, PMP, CSSBB – Assessment Lead

Martha is a certified Project Management Professional (PMP) with experience in assessment studies, business process redesign and implementation, CIS and Mobile requirements/selection/implementation, and organizational optimization projects. She has managed data gathering, final report delivery, and project completion of ERP gap analysis and recommendations for the City of Miami Beach. Martha has also facilitated setting up the structure, methodology, and reporting mechanisms for testing. She incorporates a side-by-side approach with the client PM in fostering quality assurance, team direction, and meeting facilitation. Martha is a licensed Professional Engineer (PE) and an ASQ Certified Six Sigma Black Belt (CSSBB).

Experience with projects for on-schedule completion and within budget

EMA is proud of our record of project performance – through our active Quality Assurance Program EMA project managers use the tools and methodologies associated with the Project Management Institute (PMI). Many of our project managers are Project Management Professionals (PMP), as certified through PMI. All of our project managers subscribe to the Quality Assurance procedures outlined below. Through active project management, schedule and budget and work quality are continuously monitored to ensure client expectations align and remain aligned throughout the project lifecycle. We are proud of our record and encourage you to contact our references to verify our project/program management experience.

EMA is committed to providing effective quality management on all of our projects. Thus, providing quality for our clients is at the heart of what we do at EMA. One of our core beliefs is that client satisfaction is achieved through the delivery of quality work. EMA's approach to quality follows a

continuously improving process that starts well before actual work begins on any project, continues throughout the life of the project, and culminates in successful project completion. Quality management is the mechanism by which EMA's quality improvement processes are carried out for each project.

COSTS WITH ALL ASSOCIATED FEES

The total project costs are estimated to be $55,000. This is a time and materials contract. EMA will not exceed the total amount stated without prior notice and written approval by the City.

Cost estimates include 10% for expenses as incurred (no markup).

The following table presents the proposed costs by task.

Table 2: Estimated Costs per Phase with Expenses

Task	Estimated Hours per Task	Estimated Cost
Project: ERP Needs Assessment		
Task 1: Current State Assessment	198	$ 35,000
Task 2: Gap Analysis Report	109	$ 15,000
Total Labor:	**307**	**$ 50,000**
Travel Expenses (Estimated at 10%):	**10%**	**$ 5,000**
Total Project Fees:		**$ 55,000**

Assumptions

1. City resources will be available for interviews, workshops, and timely review of deliverables.
2. EMA resources will conduct information gathering sessions over two weeks of onsite workshops and interviews.
3. EMA resources will be onsite one day to deliver the assessment presentation.
4. Market comparisons will be based on data provided by other water utilities on their technology, experience, and business practices.
5. EMA will conduct the needs assessment for up to eight departments within the City.

APPENDIX A: RÉSUMÉS

Robert Reilly, CISA

Martha Rodriguez, PE, PMP, CSSBB

ROBERT REILLY, CISA

FIELDS OF SPECIAL COMPETENCE

- Project Management
- Cyber Security
- IT Governance
- Information Technology Strategic Planning
- Enterprise Resource Planning
- Automatic Meter Reading
- Information Technology Service Management
- Voice Over Internet Protocol (VoIP)
- Network Management

EXPERIENCE OVERVIEW

Robert is a top-to-bottom network and technology professional with over 20 years of success directing a broad range of technology initiatives while participating in planning, analysis, and implementation of solutions in support of business objectives. He is a true technology innovator who injects himself into situations to resolve problems and comes up with creative solutions that create a win-win for customers and clients.

- Consistently delivered 99% or higher service desk customer satisfaction performance rating with a “more with less” staff model.
- Implemented and integrated utility automatic meter reading system which created a 15-minute meter read time across the city and created the ability to detect water leaks.
- Delivered $600K police computer aided dispatch, records management system, wireless mobile data terminal rollout on-time and under-budget by leading cross-functional teams and introducing project management best practices.
- Managed and completed an asset management and workflow analysis study for the City of Altamonte Springs’ Public Works Department.

ACADEMIC BACKGROUND

- Management Information Systems, Masters of Science (in progress, expected completion Fall 2017), Florida Institute of Technology
- Public Resource Management, Bachelor of Science, Michigan State University

EXPERIENCE HIGHLIGHTS

- *Data Center Functional Design and Transition Plan, Stony Brook Regional Sewerage Authority, Sr. Consultant.* Created functional specifications for HVAC, power, and space for the creation of a new data center. Provided a step by step transition plan including a new network architecture to better protect their critical infrastructure.
- *Interim Information Technology Manager, Stony Brook Regional Sewerage Authority, Project Manager.* Providing interim IT management at the Authority to help implement their Findings and Recommendations Report completed by EMA in 2015. Created IT policies, standard operating procedures, and a change management process. Implemented an IT Governance process and committee to improve alignment of IT projects with their business goals.
- *Information Technology Assessment and Recommendations, Stony Brook Regional Sewerage Authority, Sr. Consultant.* Worked with project team to assess current IT infrastructure and capability, including vulnerability to cyber attack. Developed Findings and Recommendations Report to identify and prioritize mitigating projects. Prepared project budgetary estimates.
- *City of Miami Beach (FL) Enterprise Resource Planning (ERP) Implementation, Project Manager.* Implementing a Tyler Technologies ERP solution (MUNIS [financials] and Energov [permits, land, and licensing]). Program includes a full Business Process Reengineering (BPR) process involving building, planning, revenue management, budgeting, treasury, AP, Capital projects, Code Compliance, Public Works, Grants, City Clerk, Economic Development, Fire, HR, Payroll, and CIS.
- *Epic Engineering and Consulting Group, LLC, Sr. Consultant.* Worked with clients on all aspects of security and technology. Planned, coordinated, and executed projects which were delivered on time and within budget. Technical consulting lead for network security, SCADA systems, PCI, and overall network design including vulnerability and penetration testing. Assisted clients in ITIL service management practices and creation of governance and change management process. Lead workgroup discussions to create business process maps and make recommendations on increasing efficiency and improving effectiveness through proper alignment of technology with business objectives. Broad technology background creates a unique understanding of current and emerging technology trends with a special emphasis on network design, cloud resources, virtualization, wireless, and security.

  Consulting Engagements

  - *Wireless WAN design validation, Project Manager.* Provided large city in Florida with a technical assessment of a public safety wireless network designed for the Police Department. Provided client with recommendations and gaps in the overall design and a detailed improvement plan.
  - *Information Technology Strategic Plan and Security Assessment, Technical Project Lead.* Completed Information Technology strategic plan for a large utility including assessing network design, service delivery, security, and data centers. Created a technology roadmap in order to align information technology with the organizations strategic goals and vision.

- *Computerized Maintenance Management System (CMMS) implementation, Technical Project Member.* Member of a consultant team that performed a complete Maximo upgrade which included gathering and documentation of requirements, user acceptance testing, training, and implementation.
- *Network System Upgrade, Project Manager.* Served as Project Manager for network infrastructure and system upgrades for clients including Cisco, Active Directory, Exchange, and Lync.
- *Network Security GAP Analysis and Assessment, Project Manager.* Performed complete technology network assessment based on NIST, COBIT, and CJIS standards for a large Central Florida City. Documented and prioritized the gaps with a detailed mitigation plan.
- *Technology Roadmap, Project Manager/Technical Lead.* Assisted a city government technology department in a streamlined transition process by performing an analysis on organizational structure and a current state of technology. Created a strategic roadmap as part of the deliverable and brought in a managed service partner to assist with the implementation.
- *SCADA Network Security Assessment, Technical Lead.* Completed a security assessment for a large utility's SCADA network including recommendations and proposed benefits.

- *City of Winter Garden, FL, Director of Information Technology.* Managed a team of technology professionals responsible for service delivery, incident management, and continuous process improvement. Planned and created the entire technology infrastructure from the ground up. Justified and implemented a Voice-over-IP phone system, consolidated storage, and virtualized the environment – creating significant cost savings. Department was also responsible for 24x7 support of the city police and fire departments, as well as Sungard ERP. Responsible for all ERP administration and the growth, management, and integrations with new systems such as asset management, GIS, IVR, call center, and web interfaces.
  - Designed, installed, and managed Cisco VOIP system, which grew to a virtual, redundant UCS system with complete unified communication including presence, WebEx, fax, and contact center.
  - Designed and created new city hall data center with redundant SAN, blade servers, and core switches. Planned rack design, UPS solutions, HVAC needs, and cable plant.
  - Consolidated storage and virtualized entire environment including creating a VDI training room and using virtual applications with VMware.
  - Implemented Bring your own Device (BYOD) using VMware View with RSA SecurID for two-factor authentication.
  - Created and designed wireless point-to-point network to sites across the city saving nearly 60K annually.

  Technical Environment: Active Directory, Windows Server, Exchange 2010, SharePoint, System Center, Symantec Endpoint Protection, Sungard Public Sector, Cisco switches and

routers, VMware Vsphere, Vmware View, AppAssure, Laserfiche document management, Data Center Design, HVAC and power design, Cisco ASA, IPS/IDS, Cisco Unified Communication, Unity, UCCX, Cisco Historical Reporting, IBM Cognos, PCI Compliance, wired and wireless WAN, IBM Iseries, Metro Ethernet, RSA 2-Factor Authentication

- *Lason, Inc., Corporate Network Manager.* Network and system manager in charge of a team of six employees tasked with planning the integration of acquired companies. Also oversaw the technology support and standards of the entire international corporation. Planned and implemented enterprise layout of NDS, domain structures, accounting systems, WAN links, PVCs, firewalls, and Groupware in a 2000-node Cisco environment.
    - Served as Project Manager for seamless migration of 2000-plus users in over 100 sites in an aggressive two-year timeframe.
    - Responsible for quickly changing the technology culture of each IT department and staff and served as technology manager for each acquired company.

  Technical Environment: Netware Directory Services, Groupwise, SQL, Citrix, Cisco routers, Sprint frame, Checkpoint firewalls

- *Handleman Company, Network Manager.* Set design and standards for all network hardware, software, and mainframe/AS400 integration in a LAN/WAN environment. Served as Project Manager for the migration from Novell Netware 3.1x to 4.11. Responsible for building a highly dynamic team of seven staff members responsible for all network and PC troubleshooting across all sites. Improved system downtime on several production platforms at branch locations through several strategic initiatives.

- *Handleman Company, Sr. Network Specialist.* Technical project member on new client/server system that replaced mainframe based inventory replenishment system. Responsible for the design, growth, and administration of data warehouse and other client/server related projects. Coordinated and implemented entire wide area client/server new music release purchasing system to all US branches in two months' time. This project gave a more accurate music sales forecast resulting in a major cost savings due to the decline in vendor returns.
    - Served as Project Manager for network connectivity project to 16 branch offices while rolling out a new release benchmarking system.
    - Managed an inventory replenishment system recognized by VLDB Magazine as having the most rows in a transaction-based database in the world.
    - Created Cognos reports against data warehouse that provided the analytics to prove that returns had decreased by 20%.

  Technical Environment: Oracle, Data Warehouse, Netware Directory Services, SQL, Citrix, Cognos

CERTIFICATES, LICENSES, AND MEMBERSHIPS

Certifications:

- Cobit 5 Foundation Certified March 2015
- Certified Information Systems Auditor (CISA) July 2014
- CJIS Certified October 2013
- ITIL v3 Foundation Certified June 2011
- Certified Oracle Database Administrator June 1998
- Certified Government Chief Information Officer – John Scott Dailey Florida Institute of Government at Florida State University, July 2007 – present

Member:

- ISACA – Information Systems Audit and Control Association, 2014 – present
- Southern Sungard Users Group Board of Directors (Member at Large), October 2011 – December 2012
- Florida Local Government Information System Association, April 2001 – October 2012
- Society for Information Management – Central Florida Chapter, January 2010 – December 2012
- Cisco IP Telephony Users Group, 2005 – 2011

TECHNOLOGY EXPERIENCE

- Cisco Networks
- Microsoft Network Design
- Wireless LAN/WAN
- VMware
- Physical network/Fiber design

PAPERS AND PRESENTATIONS

- “Implementing and securing BYOD in local government”, Florida Local Government Information System Association Conference (July 2011)

MARTHA E. RODRIGUEZ, PE, PMP, CSSBB

FIELDS OF SPECIAL COMPETENCE

- Customer Service (Meter-to-Cash)
- Customer Information System (CIS)
- Mobile Workforce
- Project Management
- Business Process Redesign
- Customer Journey Mapping
- Lean / Six Sigma
- Analysis & Optimization
- Solutions Implementation
- Strategic Planning
- Organizational Change Management
- Work Design
- Process Simulation
- Quality Assurance & Reliability
- Supply Chain Management

EXPERIENCE OVERVIEW

Martha is a certified Project Management Professional (PMP) with experience in CIS and Mobile implementation, customer service business process review, process implementation, and organizational optimization projects. She has facilitated setting up the structure, methodology, and reporting mechanisms for testing. Martha incorporates a side-by-side approach with the client PM in fostering quality assurance, team direction, and meeting facilitation. She is a licensed Professional Engineer (PE) and an ASQ Certified Six Sigma Black Belt (CSSBB).

ACADEMIC BACKGROUND

Master of Science, Industrial & Systems Engineering, Engineering Management, University of Florida

Bachelor of Science, Industrial & Systems Engineering (Magna Cum Laude), Specialization in Business Administration and Sales Engineering, University of Florida

EXPERIENCE HIGHLIGHTS

Project Management

- *CIS Requirements, Selection, and Implementation, Boston Water & Sewer Commission, MA, Project Manager.* Currently the requirements phase is in progress.
- *CIS Selection and Implementation Assistance, Fort Wayne City Utilities, IN, Project Manager.* Managed multi-year CIS implementation project for client, in coordination with vendor project managers. Built strong relationships with team leads and vendor project managers to drive results. Guided team in schedule, priorities, testing, organizational, and configuration decisions. Instrumental in setting up the structure, methodology, and reporting mechanisms for testing. Accomplished successful go live and transition to post go live and support.
- *Customer Service Business Process, Alameda County Water District, CA, Project Manager.* Facilitated CIS knowledge share sessions with utility partner. Identified areas for business process optimization and implemented the To-Be business through pilots. Worked with staff on designing processes, communicating change management, and validating results. Created pilots to facilitate change implementation. Assisted with onboarding new customer service manager.
- *Customer Service Improvement Project, Pasco County Utilities, FL, Project Manager*. Led EMA and client team in information gathering and next steps to support analysis of metrics, business processes, staffing, and issue resolution during crisis mode. Managed through schedule, budget, and final deliverables.
- *ERP Gap Analysis, City of Miami Beach, FL, Project Manager.* Managed data gathering, final report delivery, and project completion of ERP Gap analysis and recommendations.
- *DWSD Customer Service Projects, Detroit Water and Sewerage Department, MI, Project Manager.* Managed customer service pilot developments and improvement opportunities.

Business & Strategic Planning

- *Organization Optimization – Implementation Phase, Detroit Water and Sewerage Department, MI, Consultant II*. Developed business plan for acquisition of queuing technology to support DWSD's customer service centers' efficiency improvement goals.

Mobile Workforce

- *Mobile Selection & Implementation, Fort Wayne City Utilities, IN, Project Manager*. Facilitated interviews with multiple utilities for best practices and demos in selecting a Mobile solution. Worked with client in selecting technology, functionality, and hardware in implementing Mobile with existing CIS. Created workshops to capture business process and configuration for service orders, associated completion codes, and actions. Assisted in field time studies to detect any connectivity issues. Communicated efforts and success of going paperless.
- *Mobile Project Preparation, Alameda County Water District, CA, Project Manager.* Facilitated client workshops to gather service order types, capture completion codes, and record manual actions. Provided templates, documented, and analyzed obsolete and new codes in preparation for going paperless.

- *Mobile Requirements Gathering, Suffolk County Water Authority, NY, CS Consultant.* Facilitated requirements, process flow mapping, and business process re-engineering in preparation for a mobile product selection. Focused on the customer service department both in the office and the field to achieve goals of improved efficiency and going paperless.

Work Design

- *Organization Optimization – Design and Implementation Phases, Detroit Water and Sewerage Department, MI, Consultant II.*

  Performed organizational analysis of workforce scheduling and management. Facilitated client workshops dedicated to fact-finding and decision-making. Drafted master plans for project piloting. Created flowcharts of as-is and to-be business processes. Edited job descriptions for optimal tasking, skill, and experience of workforce.

  Led facilitation of customer service pilots focused on flexible workforce testing. Identified improvement opportunities and developed strategy plans for two center locations. Optimized accounts adjustments decision tool. Authored interval and final reports for submission to steering team.

  Supported facilitation of wastewater treatment plant workforce optimization pilot. Led lean manufacturing discussion and facilitated metrics tracking.

- *Operations Skill Based Review, Toho Water Authority, FL, Consultant II.* Performed initial review of workforce succession planning.

Systems Analysis & Optimization

- *Customer Service Improvement Project, Pasco County Utilities, FL, Project Engineer.* Supported analysis of metrics, business processes, staffing, and issue resolution during crisis mode.
- *Customer Service Business Process, Alameda County Water District, CA, Consultant II.* Facilitated CIS knowledge share sessions with utility partner. Created flowcharts surrounding issue resolution and transfer to vendor support.
- *Customer Service Improvements – AMR/AMI Track, Bismarck Public Works, ND, Consultant II.* Supported facilitation of AMI proposal review, and analyzed proposers' systems with client team. Aggregated scoring and comments for semi-finalist selections.
- *Call Center Assessment, El Paso Water Utilities, TX, Consultant II*. Queried client vendors for call center assessment. Gathered feedback regarding organizational practices, technology use, and industry trends.
- *Kiosk Payment Analysis, Greater Cincinnati Water Works, OH, Consultant II.* Supported facilitation of kiosk implementation analysis. Created vendor comparison sheet for OTC and kiosk solutions. Aided client team in coordinating vendor interviews and follow-up questions
- *CIS Selection Assistance, Fort Wayne City Utilities, IN, Consultant II.* Created vendor comparison sheet for CIS implementation to include project management approach, data testing plan, training method, and problem resolution (production) strategy.

- *CIS Implementation, City of St. Cloud Utilities, FL, Consultant II.* Supported CIS functional requirements gathering.

Quality Assurance & Reliability

- *MWWTP Electrical Projects – Reliability Analysis Task, Metropolitan Council Environmental Services, MN, Consultant II.* Presented quality assurance tools—control charts, Ishikawa Diagram, FMEA, Barrier Analysis, Fault Tree Analysis, Root Cause Analysis (5 Why's)—for design of reliability.

Other Experience

- *Harris Corporation (FL), Manufacturing / Quality Engineer II.* Managed cost, schedule, and personnel on multi-million dollar Department of Defense avionics programs. Provided expertise in hardware processing, manufacturing procedures, and quality assurance. Performed operational audits and root cause / corrective action analysis. Examined defect data and charted trends. Developed decision support systems to improve lean execution of daily operations. Fostered mantra of continuous improvement among program operators. Authored several basis of estimates for new and continuing business. Provided functional support to end users during new system implementations and transitions.
- *Intel Corporation (CA), Finished Goods Business Planner Intern.* Managed product supply to meet demand in a dynamic, fast-paced, data-rich environment. Planned production schedules in global factories to maintain a healthy supply chain. Promoted lean manufacturing and communicated with international clientele. Part of team responsible for $110 million of billings and shipments.
- *Miami-Dade County Department of Solid Waste Management (FL), Intern.* Served on various projects in construction and landscaping. Prepared technical specifications, Request for Proposal (RFP), and Request for Quote (RFQ). Ensured contractor crew compliance with the DSWM's rules and regulations

CERTIFICATES, LICENSES, AND MEMBERSHIPS

PE FL Professional Engineer, License # 77713

PMP PMI Project Management Professional, Certification #1680919

CSSBB ASQ Certified Six Sigma Black Belt, Certification #15503

Facilitator Trained with Leadership Strategies

W. P. Carey Certificate in Customer Experience

DoD Cleared Department of Defense (DoD) Secret: *Status Inactive* – Granted access to sensitive compartmented information based on single scope background investigation completed on January 2011

TECHNOLOGY EXPERIENCE

CIS:

enQuesta (S&S)

CIS Infinity (AUS)

Cayenta Utilities (CU)

Drawing:

Visio

AutoCAD

Productivity:

Microsoft Office (Excel, Word, PowerPoint, Access, Outlook)

WebEx

Nuance

Snagit

Photoshop

Cisco IP Communicator

Project Management:

Microsoft Project

SharePoint

Simulation:

Arena

Control Statistics:

Minitab

Operations:

Cincom CONTROL

Oracle Agile PLM

SAP SCM

Aegis MES

Programming:

Excel VBA

Visual Basic / VB.net

MATLAB

Testing Management:

QMetry

Web Design:

Wordpress

HTML

1. GENERAL INFORMATION

Contract Number: 973-561-010-1

Effective Date: 09/15/2009

Expiration Date: 08/31/2014

Contract Administrator: Corina Chiorescu

Product/Services under Contract:

i. Project Area 1, Analysis & Design

ii. Project Area 2, Development & Integration

iii. Project Area 3, Operational & Support

iv. Project Area 4, Staff Augmentation\

II. HOW TO USE THIS CONTRACT

1. It is strongly recommended to fully review the entire **Contract** after the overview below.

2. This Contract provides a broad range of IT Services in two ways (The Contract Project Areas are defined below):

   i. To provide a streamlined, flexible RFQ process to procure more complex IT Services (up to $10 million in scope) that are project oriented in nature, and can be quoted by vendors by offering a fixed price for the entire project solution. In this second approach, the Agency will provide a statement of work and solicit the minimum number of quotations required from vendors awarded in the appropriate Project Area (1, 2, and 3) in order to select the vendor providing the Best Value to meet the Agency's needs.

   ii. To provide Staff Augmentation services through the issuance of Time and Materials Task Orders (purchase orders). For Executive Agency Customers, an RFQ is required for all purchases and the RFQ must specify a defined purchase duration (see Special Instructions for Executive Agency Customers). No RFQ is required for Non-Executive Agency Customers.

3. After determining which of these two approaches is most appropriate, the Buyer will use the Contract in the following steps:

   i. IDENTIFY STAFFING NEEDS or PROJECT REQUIREMENTS: Develop a detailed Statement of Work with clear definition of Deliverables and Benchmarks. See Contract Section 3a for Job Title Descriptions (note Job Title and Job Numbers to quickly find Descriptions and Staff Augmentation Prices) including the required experience and education for each position.

   ii. PREPARE THE RFQ: An Agency may use its own RFQ format or borrow another agency's RFQ format

   iii. SELECTION OF VENDORS for RFQ: See Price Sheets to review and select awarded vendors by Project Area.

iv. ISSUE THE RFQ: See Contract Section 6 for Task Order and Quotation Requirements. The Agency will solicit quotations per Contract Section 6 (see the Table Below) and select the quotation that provides the Best Value to the State. See "QUOTATION REQUIREMENTS" below to determine how many quotes are required.

III. CONTRACT PERFORMANCE MEASURES

1. Upon completion of Task Orders, both the Agency and Vendor are required to make comments about the Task Order. Vendors must submit IT Consulting Services Completed Tasks - Vendor Form on a Quarterly basis to the Contract Administrator and Customers are to complete the Survey on the Contract website.

2. Vendor Selection in the Appropriate Project Area: Vendor Contact information for all companies is available under Contractors.

3. For project-oriented solutions as described above, an Agency must solicit quotations among the vendors awarded in Project Areas 1, 2 and 3. View the Price Sheets for Project Areas 1, 2, 3 and 4 to see the listing of awarded vendors in each of these Project Area as defined below. There are requirements for THREE, TEN or ALL Vendors in a particular Project Area depending on the dollar value of the Agency solution as indicated in the chart below.

4. Staff Augmentation vendors are selected by using the Job Title Descriptions in Contract Section 3a in conjunction with the Staff Augmentation Price Sheet which lists the awarded companies and indicates each vendor's Contract rate for each position. Quotations are required for all staff augmentation purchases by Executive Agency Customers . There are requirements for THREE, TEN or ALL Vendors depending on the dollar value of the Agency solution as indicated in the chart below.

IV. QUOTATION REQUIREMENTS

1. QUOTATION REQUIREMENTS FOR PROJECTS

$0 – $14,999	Agency adheres to internal policies and procedures.
$15,000 - $2,000,000	Agency solicits at least 3 quotes among Contract Vendors of its choice.
$2,000,001 - $5,000,000	Agency selects BEST RESPONSE to Statement of Work issued to at least 10 Contract Vendors of its choice.
$5,000,001 - $10,000,000	Agency selects BEST PROPOSAL submitted upon notification of ALL Contract Vendors within the appropriate Project Area(s).
Over $10,000,000	RFP or ITN to Open Market not via this State Term Contract.

2. QUOTATION REQUIREMENTS FOR STAFF AUGMENTATION

$0 – $2,000,000	Agency solicits at least 3 quotes among Contract Vendors of its choice.
$2,000,001 - $5,000,000	Agency selects BEST RESPONSE to Statement of Work issued to at least 10 Contract Vendors of its choice.
$5,000,001 - $10,000,000	Agency selects BEST PROPOSAL submitted upon notification of ALL Contract Vendors within the appropriate Project Area(s).
Over $10,000,000	RFP or ITN to Open Market not via this State Term Contract.

V. PROJECT AREAS DEFINED

1. **Project Area 1 Analysis and Design -** Encompasses IT Planning, Studies, and Assessment to assist organizations in both information technology capital planning and assessment, including but not limited to:

    i. Business case analysis (e.g. costs/benefit and risk analysis)

    ii. Performance measurements

    iii. Independent validation and verification of systems development

    iv. Estimating return on investment and/or earned value

    v. Compliance with State interoperability standards as defined by the State Technology Office

2. **Project Area 2 Development and Integration** - The services offered under this area include project management of systems development that organizations consider important. The services include but are not limited to the following:

    i. Management of systems integration

    ii. System and software development

    iii. Modernization of legacy systems to web enabled applications

    iv. Software development, customization of commercial-off-the-shelf (COTS) software packages, and migration to modular applications

    v. Development and integration internet/intranet/web applications

    vi. Development and integration of security, firewalls, and critical infrastructures

    vii. Development, integration and implementation of the following:

        • Networks (e.g. LAN/WAN/MAN)

- Data warehousing
- Electronic Commerce/Electronic Data interchange
- Groupware
- Next generation internet
- Client/Server computing
- Workflow and imaging

3. **Project Area 3 Operational and Support** - The services offered under this area include a broad range of IT related to Operations and Support Services. Anticipated services include, but are not limited to the following:

   i. Management and support of Local Area Networks (LANs), Metropolitan Area Networks (MANs), and Wide Area Networks (WANs)

   ii. Computer systems administration, management and maintenance

   iii. Data entry, data storage, data retrieval, and electronic records management

   iv. Specialized workstation (i. e. CAD, CAD/CV, GIS) support

   v. Computer equipment maintenance (both on-going and on-call)

   vi. Desktop support

   vii. Production support

   viii. Database generation and database management

   ix. Data and/or media management

   x. Document Imaging Services

   xi. Disaster Recovery Services

   xii. Orientation and training

   xiii. Information center/help desk

4. **Project Area 4 Staff Augmentation** - This Project Area differs greatly from the previous three, in that it does not relate to a particular part of a project life cycle. Unlike work performed within the previous three Project Areas, Staff Augmentation is not generally project-oriented. See the Index Award for a listing of awarded Staff Augmentation vendors which includes the vendor's Contract Price listing for each Position its company provides under. For project Area 4, simple staff augmentation efforts, the customer may also issue the Task Order to a Contractor Awarded in Project areas 1, 2, 3 and/or 4.



TO: Agency Customers

FROM: Rosalyn Ingram
Director and Chief Procurement Officer
Division of State Purchasing
Department of Management Services (DMS)

DATE: September 6, 2016

SUBJECT: State Term Contract (STC) #973-561-10-1, Information Technology Consulting Services

State Purchasing is pleased to announce that DMS has extended the Information Technology Consulting Services state term contract for six months effective September 1, 2016 through February 28, 2017.

Information about this contact, including frequently asked questions, can be found on the State Purchasing website.

Please direct questions regarding this contract to Carla McBride, Contract Manager at 850-414-6131 or Carla.McBride@dms.myflorida.com.

EMA, Inc.

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
A - Non-Minority	No	No	No	Statewide

Ordering Instructions

Company Name: EMA, Inc.

Contractor Representative Name: Lisa Steidl

Contractor Representative Title: Proposal Writer

Street Address or P.O. Box: 2355 West Highway 36, Suite 200

City, State, Zip: Saint Paul, MN 55113-3819

Email Address: flstatecontract@ema-inc.com

Phone Number: 651-639-5606

Ordering Fax Number: 651-639-5730

Internet Address: www.ema-inc.com

Federal ID Number: 41-1467091

Remit Address: EMA, Inc ; P.O Box 1414, M&I-94

Employer Management Solutions, Inc.	City, State, Zip: Minneapolis, MN 55480-1414

Legislation Details (With Text)

File #:	16-500	**Version:** 1	**Name:**	Church rezoning second reading Nov 7
Type:	Ordinance		**Status:**	Public Hearing
File created:	10/27/2016		**In control:**	City Council
On agenda:	11/7/2016		**Final action:**	
Title:	Ordinance No. 14-2016/2nd Reading: Rezone the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional). (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Ordinance No.14-2016 Rezoning - 825 Forrest.pdf Legal Description (825 Forrest Ave).pdf zoning map.png			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 27, 2016
Agenda Date: November 7, 2016
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 14-2016, to rezone the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional).

BACKGROUND:

Applicant: First Methodist Church of Cocoa
825 Forrest Ave.
Cocoa, FL 32922

The applicant is requesting to amend the Zoning Map designation of the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional). The Open Door, A United Methodist Community (formerly First United Methodist Church of Cocoa) owns the 5.88-acre parcel with approximately 32,000 SF of building area that makes up the church campus at 825 Forrest Avenue. The church was founded in 1885 on Brevard Avenue and relocated to its present location in the late 1960s.

The church recently contacted City staff regarding the replacement of an existing ground-mounted sign with a ground-mounted Light Emitting Diode (LED) sign. The property is zoned RU-2-15 and RU -2-25 (portion of property where proposed LED sign to be located is RU-2-25), which does not permit LED signage. Furthermore, per Chapter 3, Article II, Section 3-23(i)(9), LED signs are only permitted

in the CBD, C-C, C-G, C-N, C-P, C-W, INST, M-1, M-2, and UMD zoning districts where not located within 150 feet of residentially zoned properties. The proposed sign location, along the US 1 frontage, would be approximately 180 feet from the nearest residential property.

The intent of the INST zoning district is to provide for areas which serve the needs of the community for public and semipublic facilities of religious, educational, health, or of a cultural nature. The INST zoning district would be consistent with the church and its accessory uses.

The Future Land Use Map designates the subject property as “Commercial”, which supports a church use. Therefore, a Future Land Use Map amendment is not necessary in order to rezone the subject property to INST.

Future Land Use:	Current: Commercial Proposed: No Change		
Zoning District(s):	Current: RU-2-15 & RU-2-25 (Multiple Family Dwelling dis (Institutional)		
Existing Land Use:	Church		
Council District:	District 2 - Councilmember Warner		
Overview of Surrounding Area:			
	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Commercial	C-N	Bank
South	Commercial	RU-2-15	Residential (south s of Hillcrest Dr.)
East	Commercial	C-N	Institutional, Commercial & Residential (east si of Forrest Ave.)
West	Commercial	C-W	Self-Storage (west of US 1)

Consistency with Code of the City of Cocoa

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

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

Applicant Response: *The rezoning is being made so the “Open Door” can have a LED sign placed close to US 1 (replacing existing “static’ sign on the western side of the property).*

Staff Response: The land use pattern to the north, east, and west is a mix of commercial, institutional, and residential uses. The land use pattern to the south of Hillcrest Dr. is residential. Staff does not believe the proposed rezoning is contrary to the established land use pattern.

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

Applicant Response: *No, it would not create an isolated district.*

Staff Response: The proposed INST zoning district would be consistent with the zoning of the surrounding area, particularly to the north (C-N), east (C-N), and west (C-W).

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

Applicant Response: *It should not.*

Staff Response: The proposed rezoning would have no impact on the pattern of population density as there is no residential use proposed. It should also be noted that by virtue of residential uses not being noted as a permitted use or use by special exception, residential uses are not permitted in the INST zoning district.

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

Applicant Response: *No they would not.*

Staff Response: Over the years the subject property has been reconfigured to its current configuration. The 1959 Zoning Map shows the area as containing at least 22 lots, which were zoned R2 (One & Two Family Dwelling) and R4 (Multiple Family). It appears the current zoning boundary between the RU-2-15 and RU-2-25 matches the 1959 zoning boundary between the R4 and R2. Over the years it appears the lots were combined into the current configuration.

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

Applicant Response: *It should not.*

Staff Response: The proposed rezoning from RU-2-15 & RU-2-25 to INST is consistent with the Future Land Use Map and the Comprehensive Plan, more specifically with the following Future Land Use Element of the Comprehensive Plan:

> Policy 1.1.10.7: Existing land uses which are incompatible or inconsistent with the City's Future Land Use Map will continue to be identified and addressed.

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

Applicant Response: *To allow "The Open Door" placement of a LED sign.*

Staff Response: If the rezoning is approved by City Council, the inconsistency between the current zoning and the Future Land Use would be addressed as required by state law and would be consistent with the Comprehensive Plan. Furthermore, if the rezoning request is approved by City Council, the church would then be able to install an LED sign.

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

Applicant Response: *It would not.*

Staff Response: The proposed rezoning would not adversely influence living conditions in the neighborhood.

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

Applicant Response: *It would not.*

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

i. The proposed change will create a drainage problem.

Applicant Response: *It will not.*

Staff Response: It is not anticipated the rezoning would create a drainage problem.

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

Applicant Response: *It will not.*

Staff Response: Any future use associated with the proposed rezoning would be required to meet the requirements of City Code to ensure light and air to adjacent areas are not reduced.

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

Applicant Response: *It should not.*

Staff Response: It is not anticipated that property values would be affected by the proposed rezoning.

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

Applicant Response: *We see it as an upgrade.*

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

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

Applicant Response: *We hope not.*

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

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

Applicant Response: *Existing zoning does not allow LED signage.*

Staff Response: As previously noted, the proposed rezoning would be consistent with the Future Land Use Map and the Comprehensive Plan and to allow the church to apply for a building permit to install an LED sign.

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

Applicant Response: *It will not.*

Staff Response: The proposed rezoning is not out of scale with the needs of the neighborhood.

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

Applicant Response: *N/A*

Staff Response: There are no proposed uses for the subject property other than to apply for a building permit to install an LED sign.

Consistency with Comprehensive Plan Policies and Objectives

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

Concurrency Management/Adequate Public Facilities

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

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of the rezoning request at its October 12, 2016 meeting.

City Council approved the first reading of Ordinance 14-2016 at its October 25, 2016 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 14-2016, to rezone the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional).

ORDINANCE NO. 14-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATIONS OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 5.88 ACRES, MORE OR LESS, AND LOCATED AT 825 FORREST AVENUE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A", ATTACHED HERETO, FROM RU-2-15 AND RU-2-25 (MULTIPLE FAMILY DWELLING DISTRICTS) TO INST (INSTITUTIONAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa recommended approval of this Ordinance on August 10, 2016; and

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

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

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

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

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Appendix A, Article VIII, Section 1, is hereby amended to include a change of dual classifications from "RU-2-15 (Multiple Family Dwelling District" and "RU-2-25 (Multiple Family Dwelling District)" to "INST (Institutional)", for the real

property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2016.

_____

Henry U. Parrish, III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION:
(825 Forrest Avenue, Cocoa, FL 32922)

BLK A LOTS 1, 2, 3, 4, LOTS 23 TO 36 EX HWY R/W PT OF VAC DYAL RD AS DES IN ORB 618 PG 1049 ALSO PT OF TRACT 1 AS DES IN ORB 720 PG 366 & ALL TRACT 2 AS IN PB 8 PG 25 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

FROM THE N.W. CORNER OF GOV'T. LOT 4, SECTION 28, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, RUN SOUTH 0° 29' 00" EAST ALONG THE WEST LINE OF SAID GOV'T. LOT 4 A DISTANCE OF 398.7 FT.; THENCE SOUTH 89° 40' 20" WEST, 112.50 FT. TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 89° 40' 20" EAST, 385.77 FT. TO THE WEST RIGHT OF WAY OF FORREST AVE.; THENCE SOUTH 21° 20' EAST ALONG THE WEST RIGHT OF WAY LINE OF SAID FORREST AVE. A DISTANCE OF 587.26 FT. TO THE P.C. OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25 FT. AND A CENTRAL ANGLE OF 110° 57', AN ARC DISTANCE OF 48.41 FT.; THENCE SOUTH 89° 37' WEST ALONG THE NORTH RIGHT OF WAY OF GRIMES ST. A DISTANCE OF 177.33 FT. TO THE P.C. OR A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25 FT. AND A CENTRAL ANGLE OF 69° 03', AN ARC DISTANCE OF 30.13 FT.; THENCE NORTH 21° 30' WEST, 277.26 FT.; THENCE SOUTH 89° 37' WEST, 278.05 FT.; THENCE NORTH 0° 29' 00" WEST A DISTANCE OF 307.76 FT. TO THE POINT OF BEGINNING.

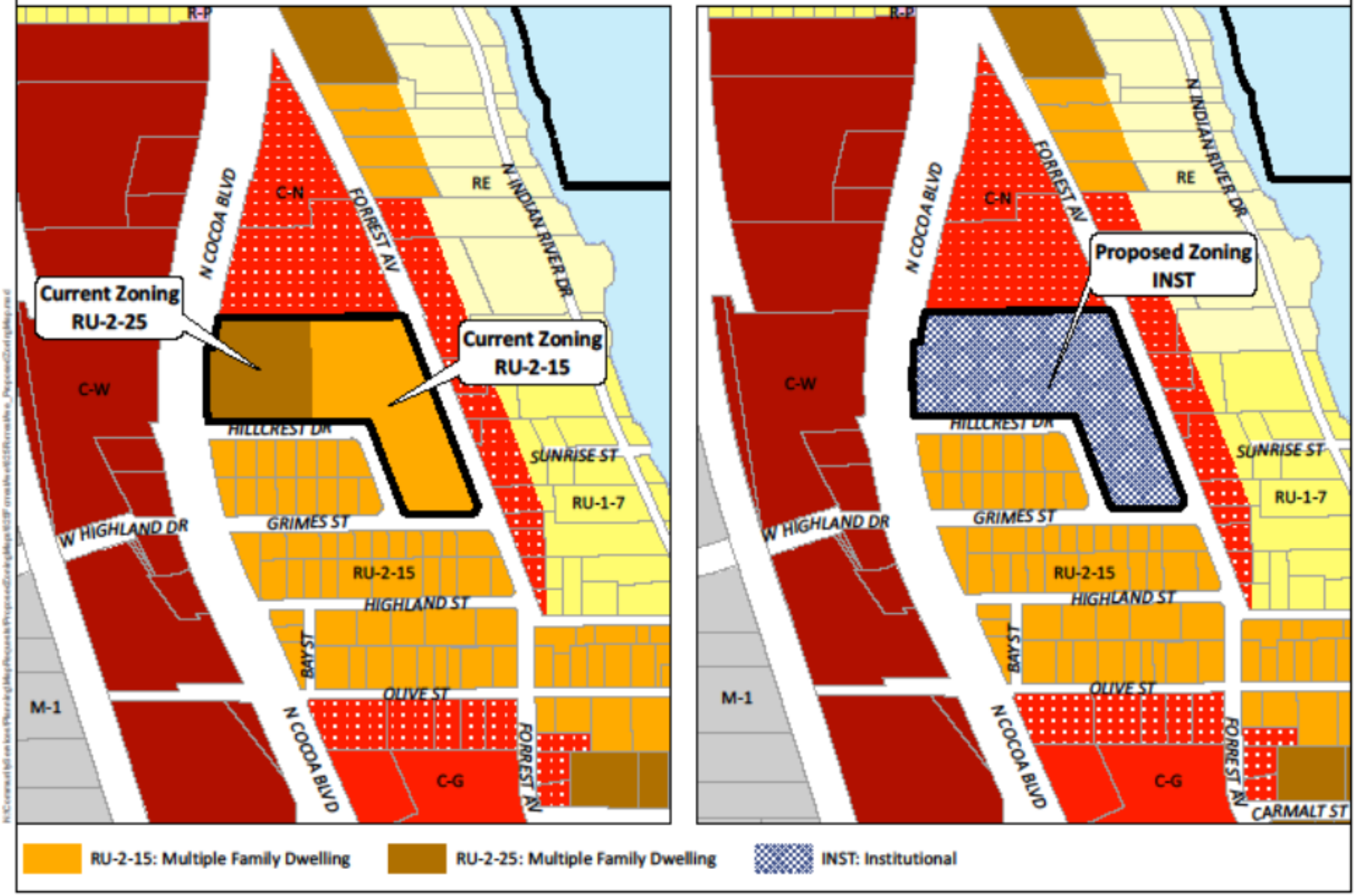
PARCEL 2:

FROM THE N.W. CORNER OF GOV'T LOT 4, SECTION 28, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, RUN SOUTH 0° 29' 00" EAST ALONG THE WEST LINE OF GOV'T LOT 4 A DISTANCE OF 398.7 FT.; THENCE SOUTH 89° 40' 20" WEST A DISTANCE OF 112.50 FT. TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 0° 29' 00" EAST A DISTANCE OF 307.76 FT.; THENCE SOUTH 89° 37' WEST A DISTANCE OF 191.40 FT. TO THE EAST RIGHT OF WAY LINE OF U.S. HWY. NO. 1; THENCE NORTHLY ALONG THE EAST LINE OF U.S. HWY. NO. 1 ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,357.69 FT. AND A CENTRAL ANGLE OF 9° 58' 29", AN ARC DISTANCE OF 236.36 FT.; THENCE SOUTH 84° 50' 02" EAST, 20 FT.; THENCE NORTHERLY ALONG THE EAST LINE OF U.S. HWY. NO. 1, ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,337.69 FT. AND A CENTRAL ANGLE OF 3° 11' 11", AN ARC DISTANCE OF 74.39 FT.; THENCE NORTH 89° 40' 20" EAST, 159.38 FT. TO THE POINT OF BEGINNING.

City of Cocoa Zoning Map

Current and Proposed Zoning Map for 825 Forrest Ave.

From: RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) To: INST (Institutional)



Legislation Details (With Text)

File #:	16-494	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	10/25/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Consider the reappointment of Mr. Russell Sengel, Mr. Todd Anderson, and Mr. Jack Moore as Regular members of the Planning & Zoning Board through November, 2019. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sengel Reaappointment application.pdf Sengel Revised Consideration letter.pdf Anderson Reappointment application.pdf Anderson Revised Consideration letter.pdf Moore Reappointment application.pdf Moore Consideration letter.pdf Planning & Zoning Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 25, 2016
Agenda Date: November 7, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Mr. Russell Sengel, Mr. Todd Anderson, and Mr. Jack Moore as Regular members of the Planning & Zoning Board through November, 2019

BACKGROUND:

Mr. Russell Sengel has been a member of the Planning & Zoning Board since March, 2013. He has indicated a willingness to serve for an additional three years. He currently meets all qualifications for serving on a board and his updated board application is attached.

Mr. Todd Anderson has been a member of the Planning & Zoning Board since January, 2014. He has indicated a willingness to serve for an additional three years. He currently meets all qualifications for serving on a board and his updated board application is attached.

Mr. Jack Moore has been a member of the Planning & Zoning Board since August, 2003. He has indicated a willingness to serve for an additional three years. He currently meets all qualifications for

serving on a board and his updated board application is attached.

If reappointed, both Mr. Sengel, Mr. Anderson, and Mr. Moore would serve through November, 2019.

A current Planning & Zoning Board roster is also attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has appointed and reappointed members to various City of Cocoa boards and committees as vacancies and term expirations have occurred.

RECOMMENDED MOTION:

Consider the reappointment of Mr. Russell Sengel, Mr. Todd Anderson, and Mr. Jack Moore as Regular members of the Planning & Zoning Board through November, 2019

powered by Legistar™

In response to inquiry by the Office of the City Clerk, I, Russell Sengel

✓ seek reappointment

____ do not seek reappointment

as a member of the Planning & Zoning Board for a three-year term.

Sincerely,

Russell Sengel

Additional Comments: _____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RECEIVED
OCT 11 2016
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: Russell Sewell Application Date: 10/4/16

Street Address, Including Zip Code: [redacted]

Telephones: Home: _____ Work: _____ Pager: _____ Cell: [redacted]

Place of Business: _____

Title/Position Held: _____

Date of Birth[2] [redacted]

Email Address: Rsewell@cfl.rr.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Code Enforcement/Drug Related Public Nuisance Board	✓	Planning & Zoning Board
	Economic Development Executive Committee		Redevelopment Agency (Cocoa)
	Enterprise Zone Development Agency		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

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	____
Have you ever been convicted or found guilty, regardless				

[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.

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 ✓

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.

- CURRENTLY SIT ON PLANNING / ZONING
- SERVED ON THE BOARD OF ADJUSTMENTS

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

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

October 3, 2016

Russell Sengel
[redacted]

Dear Mr. Sengel:

Your term of office on the Planning & Zoning Board will expire in November, 2016. I plan to place this item on the upcoming City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. Please return it to me in the enclosed self-addressed, stamped envelope at your earliest convenience.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

/cs

Enclosures: as stated

Cc: R. Unruh-Wooten
File

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

November 3, 2016

Mr. Russell Sengel
5643 Saratoga Lane
Cocoa, FL 32926

Re: Reappointment to the Planning & Zoning Board (Revised letter)

Dear Mr. Sengel,

The City Council will consider your application for reappointment as a regular member to the Planning & Zoning Board at a Special meeting on November 7, 2016.

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

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

In response to inquiry by the Office of the City Clerk, I, Todd Anderson

✓ seek reappointment

_____ do not seek reappointment

as a member of the Planning & Zoning Board for a three-year term.

Sincerely,

Todd Anderson

Additional Comments: Thank You!

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RECEIVED
OCT 11 2016
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: Todd P. Anderson Application Date: 9-5-16

Street Address, Including Zip Code: 1355 Arlington Ave. 32952

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 321-403-7595

Place of Business: Waste Management

Title/Position Held: Customer Service

Date of Birth[2] 9-27-61

Email Address: toddpanderson@yahoo

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Code Enforcement/Drug Related Public Nuisance Board	✓	Planning & Zoning Board
	Economic Development Executive Committee		Redevelopment Agency (Cocoa)
	Enterprise Zone Development Agency		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

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	___
Have you ever been convicted or found guilty, regardless				

X

[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.

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 X

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 X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
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 X

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.

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
X Caucasian

GENDER

X Male
____ Female

DISABILITY

____ Physically Disabled

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

November 3, 2016

Mr. Todd Anderson
1355 Arlington Avenue
Merritt Island, FL 32952

Re: Reappointment to the Planning & Zoning Board (Revised letter)

Dear Mr. Anderson,

The City Council will consider your application for reappointment as a regular member to the Planning & Zoning Board at a Special meeting on November 7, 2016.

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

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

In response to inquiry by the Office of the City Clerk, I, Jack Moore

__/__ seek reappointment

_____ do not seek reappointment

as a member of the Planning & Zoning Board for a three-year term.

Sincerely,

Jack Moore

Jack Moore

Additional Comments: _____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RECEIVED
NOV 0 2 2016
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: Jack L. Moore Application Date: _____

Street Address, Including Zip Code: 2665 Adamson Rd. Cocoa, FL. 32926

Telephones: Home: 321 Work: _____ Pager: _____ Cell: 321-537-0609

Place of Business: _____

Title/Position Held: _____

Date of Birth[2] 08/26/1929

Email Address: _____

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE

(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Code Enforcement/Drug Related Public Nuisance Board		Planning & Zoning Board
	Economic Development Executive Committee		Redevelopment Agency (Cocoa)
	Enterprise Zone Development Agency		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

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	
Have you ever been convicted or found guilty, regardless				

[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.

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 ✓

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.

Planning + Zoning board

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: Jack Moore Date: 10-31-2016

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 3, 2016

Mr. Jack Moore
2665 Adamson Road
Cocoa, FL 32926

Re: Reappointment to the Planning & Zoning Board

Dear Mr. Moore,

The City Council will consider your application for reappointment as a regular member to the Planning & Zoning Board at a Special meeting on November 7, 2016.

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

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Troy Stephan-(non-resident)	100 Harrison St Cocoa, Florida 32922	(321)720-4529	9/2016 to fulfill unexpired term of Billy Meyers	2017
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2017
Jack L. Moore (non-resident)	P.O. Box 3462 Cocoa FL 32924 2665 Adamson Road, 32926-2639	537-0609 hm & work	10/13 Reappointed 9/10 Reappointed 1/08 Reappointed 10/04Reappointed 8/03 Appointed to Fill an Unexpired Term	2016
Jake Williams, Jr. (replaced Alex Van Johnson)	1054 Cypress Lane Cocoa FL 32922 Jake_williamsjr02@yahoo.com	633-7459 (H) 698-6758 (C)	12/08/15 reappointed 12/11/12 appointed	2018
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2017
Aleck Greenwood	P.O. Box 1077 Cocoa, FL 32922 agreenwood2@cfl.rr.com	917-3770 (c)	4/16 appointed	2018
Russell Sengel	[redacted]	[redacted]	10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2016
VACANCY- ~~Betty Lee~~	3645 Crossbow Drive Cocoa FL 32926 Betty.j.lee@nasa.gov	544-6080 (cell) 867-3677 (work)	RESIGNED 10/26/15 (NO LONGER ELIGIBLE) 11/14 appointed to regular member (*filled vacancy of David Pryor)* 8/12/14 appt. as alternate member	2017
Todd Anderson (non-resident)	1355 Arlington Ave. Merritt Island, FL 32952	403-7595 (cell)	1/28/14 appointed (to fill vacancy left by Stephenson)	2016
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008
VACANCY -1st Alternate				
VACANCY- 2nd Alternate				

LIAISON	Councilwoman Blanco		Updated 11/14	
Counsel: Anthony Garganese/Kim Kopp	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kim Kopp)		
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Legislation Details (With Text)

File #:	16-506	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/2/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Approve a Resolution officially recognizing and declaring a vacancy in Seat 1 of the City Council pursuant to Article III, Section 10 of the City Charter, and providing a procedure to fill the vacancy. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06_06_16 Blake Resignation letter.pdf Resolution No. 2016-120 Declaring Vacancy on City Council Blake.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 2, 2016
Agenda Date: November 7, 2016
Prepared By: Carie Shealy, City Clerk
Anthony Garganese, City Attorney
Through: John Titkanich, City Manager
Requested Action:
Approve a Resolution officially recognizing and declaring a vacancy in Seat 1 of the City Council pursuant to Article III, Section 10 of the City Charter, and providing a procedure to fill the vacancy.

BACKGROUND:

On Monday, June 6, 2016, former Councilman Michael Blake officially resigned from the District 1 Council seat effective November 1, 2016, so that he could run for State Representative.

Pursuant to Article III, Section 10 of the City Charter, it states that *"A vacancy in a councilmember's office shall occur upon the death, resignation, removal from office as authorized by law, or forfeiture of office of the councilmember. In the event of such a vacancy, it shall be the duty of the remaining members, absent the councilmember that created the vacancy, at either of the next two regular meetings following the creation of such vacancy, to select a duly qualified citizen to fill said vacancy until the next general election; except that no such appointment shall be made during the period between any election and the time the newly elected councilmembers are seated. Appointment of such person shall be by the affirmative vote of three (3) councilmembers".*

As such, the City Council has a "duty" to attempt to fill the vacancy, by majority vote of at least 3 of the remaining City Councilmembers. The attached Resolution is officially recognizing and declaring a

vacancy in Seat 1 and providing a procedure for filling the vacancy.

Pursuant to the Resolution, the City Council will attempt to fill the vacancy at either of the next two (2) regular City Council meetings which are currently scheduled for December 13, 2016 and January 10, 2017 due to the cancellation of two regular meetings because of the Thanksgiving and Christmas Holidays.

Given that the vacancy is related to Seat (District) 1, any person appointed to fill the vacancy must meet all of the qualifications for Seat 1 in order to serve on the City. Specifically, pursuant to Article III, Section 1 of the City Charter, that person "shall have been domiciled within the district … for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember."

Any person appointed by the City Council to serve in Seat 1 will serve the remaining balance of the existing four (4) year term which will expire at the general election held in November of 2018

The Resolution directs the City Clerk to publish, as soon as practicable, in various places a public notice advising interested candidates to file an application for serving in Seat 1 by Monday, November 28, 2016 at 12:00 p.m. Candidate applications that are timely submitted to the Office of the City Clerk will be reviewed to determine whether the person is qualified to serve in Seat 1. Qualified candidate applications will be distributed to the City Council at the next regularly scheduled City Council meeting on December 13, 2016. The City Council shall consider and attempt to appoint a qualified candidate at the December 13, 2016 and/or January 10, 2016 City Council meeting. The City Council may also interview candidates including, if necessary, by holding one or more special meetings to consider and interview candidates. This procedure is similar to the procedure the City Council adopted for the vacancy related to former Councilmember Furbish. The City Clerk intends to use the same application and qualifying process created and used for filling the vacancy caused by the death of former Councilman Furbish.

If a special election is required, the special election will need to be coordinated with the Supervisor of Elections and will likely not occur until the Spring of 2017.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution officially recognizing and declaring a vacancy in Seat 4 of the City Council

pursuant to Article III, Section 10 of the City Charter, and providing a procedure to fill the vacancy.

June 6, 2016

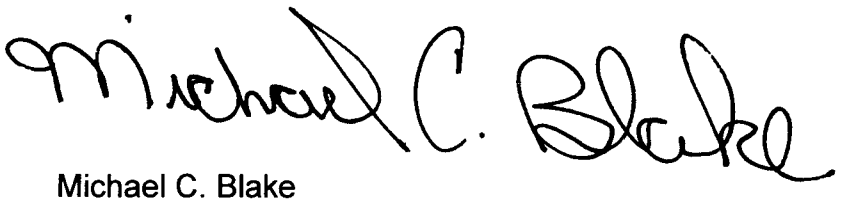
Carie Shealy, City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Mrs. Shealy,

As of Monday, June 6, 2016, I am hereby resigning, pursuant to Section 99.012, Florida Statutes, from my seat as Councilmember for District 1 for the City of Cocoa, effective November 1, 2016.

As the City of Cocoa's Qualifying Officer, please provide a copy of this letter to the Mayor, City Council, City Manager, and the City Attorney.

Sincerely,



Michael C. Blake

Cc: Governor Rick Scott
Department of State

RESOLUTION NO. 2016-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, OFFICIALLY RECOGNIZING AND DECLARING A VACANCY IN SEAT 1 OF THE CITY COUNCIL PURSUANT TO ARTICLE III, SECTION 10 OF THE CITY CHARTER; PROVIDING FOR A PROCEDURE TO FILL THE VACANCY; AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article III, Section 11 of the City Charter, the City Council is the sole judge of the election and qualifications of its members; and

WHEREAS, pursuant to Article III, Section 10 of the City Charter, a vacancy on the City Council occurs when a councilmember resigns; and

WHEREAS, the City Council desires to recognize that Councilmember Michael C. Blake resigned in writing on June 6, 2016, pursuant to Section 99.012, F.S., with a prospective effective date of November 1, 2016; and

WHEREAS, in recognition of Councilmember Blake's resignation, the City Council desires to officially declare Seat 1 on the City Council vacant pursuant to Article III, Section 10(a) of the City Charter; and

WHEREAS, pursuant to Section 99.012(f)(2), F.S., a vacancy created by a councilmember's resignation may be filled for that portion of the councilmember's unexpired term in a manner provided by the city's charter; and

WHEREAS, due to the creation of the vacancy, the City Council intends to exercise its duty under Article III, Section 10 of the City Charter to attempt to appoint, by majority vote of at least three remaining councilmembers, a duly qualified citizen to fill the vacancy during the next two duly held regular City Council meetings, or the City Clerk will schedule a special election; and

WHEREAS, the City Council desires to authorize the City Clerk to advertise the vacancy and determine if applicants are properly qualified to serve in Seat 1; and

WHEREAS, this Resolution is hereby deemed by the City Council to be in the best interest of the City of Cocoa.

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

SECTION 1. Vacancy on City Council.

Pursuant to Article III, Section 10(a) of the City Charter, the City Council hereby officially recognizes and declares City Council Seat 1 vacant due to the resignation of Councilmember Michael C. Blake.

SECTION 2. Procedure for Filling Vacancy.

(A). Pursuant to Article III, Section 10 of the City Charter, the City Council shall exercise its duty to attempt to appoint, by majority vote of at least three remaining councilmembers, a duly qualified citizen to fill the vacancy. The appointment shall be made at either of the next two (2) duly scheduled and held regular City Council meetings. If the City Council fails to fill the vacancy by appointment within the time prescribed by the City Charter and this Resolution, the City Clerk shall be required to schedule a special election pursuant to the provisions of Article III, Section 10(b) and Article XVII, Section 5 of the City Charter.

(B). The City Clerk shall publish, as soon as practicable, in various places a public notice advising interested candidates to file an application for serving in Seat 1 by Monday, November 28, 2016 at 12:00 p.m. Candidate applications that are timely submitted to the Office of the City Clerk will be reviewed to determine whether the person is qualified to serve in Seat 1. Qualified candidate applications will be distributed to the City Council at the next regularly scheduled City Council meeting on December 13, 2016. The City Council shall consider and attempt to appoint a qualified candidate at the December 13, 2016 and/or January 10, 2017 City Council meeting. The City Council may also interview candidates including, if necessary, by holding one or more special meetings to consider and interview candidates.

SECTION 3. Repeal of Prior Inconsistent Resolutions.

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

SECTION 4. Severability.

Should any section or provision of this Resolution, or any portion hereof, any paragraph, sentence, or work be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 5. Effective Date.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a special meeting assembled on the 7th Day of November, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-478	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	10/14/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Approve Resolution No. 2016-119 amending and restating Resolution No. 2016-45 in its entirety; authorizing and approving the negotiated sale of not to exceed $8,000,000 City of Cocoa, Florida Fire Protection Assessment Revenue Bonds, Series 2016, to finance a portion of the costs of the acquisition and construction of three (3) new fire station facilities and other equipment related to fire protection and suppression services; and authorizing the City Manager to sign all contracts and documents related to the issuance of the Special Assessment Revenue Bonds, Series 2016...End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa - Fire Assessment POS (01153028-3).pdf Continuing Disclosure Certificate (01153567-5) (002).pdf Purchase Contract City of Cocoa Special Assessment 2016 (002).pdf Series 2016 Bond Resolution - Fire Assessment (01153041-8).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 14, 2016
Agenda Date: November 7, 2016
Prepared By: Teri Butler, CGFO, Finance Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Approve Resolution No 2016-XXX amending and restating Resolution No. 2016-45 in its entirety; authorizing and approving the negotiated sale of not to exceed $8,000,000 City of Cocoa, Florida Fire Protection Assessment Revenue Bonds, Series 2016, to finance a portion of the costs of the acquisition and construction of three (3) new fire station facilities and other equipment related to fire protection and suppression services; and authorizing the City Manager to sign all contracts and documents related to the issuance of the Special Assessment Revenue Bonds, Series 2016.

BACKGROUND:

On January 13, 2015, the City Council authorized the City Administration to proceed with a Fire Station Location and Facilities Study.

On August 11, 2015, City Council received the FY2016 Non-Ad Valorem Fire Protection Assessment Study Update prepared by Burton & Associates, which Study determined the proposed Fire Protection Assessment for FY2016 which was subsequently approved by City Council on September 8, 2015. The Study's calculations included the City's plan to fund the construction of three new fire

stations by using long-term borrowing.

On April 25, 2016, the City of Cocoa requested proposals from investment banking firms interested in providing underwriting services to the City of Cocoa with the issuance of Fire Special Assessment Bonds, Series 2016 for the purpose of acquisition and construction of three new fire station facilities and equipment. In June 2016, the City received two proposals and selected, by a committee process, Stifel, Nicolaus & Company, Inc. and Raymond James/Ross, Sinclaire & Associates, LLC to provide underwriting services. Based on significant prior experience with special assessment bond financing the City selected Stifel as the underwriter for the issuance of the Fire Protection Assessment Revenue Bonds, Series 2016.

On April 26, 2016, the City Council approved Resolution No. 2016-45 that authorized the issuance of debt not to exceed $8,000,000 for the acquisition and construction of three new fire station facilities and other equipment related to fire protection services and suppression, and pledged certain Non-Ad Valorem Special Assessments to be budgeted and appropriated for the purpose of providing for principal and interest debt service payments. Also on this date, the City Council approved Resolution No. 2016-46 authorizing the City to reimburse itself from the proceeds of debt for expenses to be incurred with respect to the acquisition and construction of three new fire stations facilities and equipment.

STRATEGIC PLAN CONNECTION:

This agenda relates to the Strategic Plan as it pertains to public safety. New fire station facilities will be optimally located to provide the most effective, efficient and responsive services for our community.

BUDGETARY IMPACT:

The specific budgetary impact will not be known until the bonds have been priced on the market and the closing is complete. The debt issuance is not to exceed $8,000,000.

PREVIOUS ACTION:

Approval of Resolution No. 2016-45 and Resolution No. 2016-46.

RECOMMENDED MOTION:

Approve Resolution No 2016-XXX amending and restating Resolution No. 2016-45 in its entirety; authorizing and approving the negotiated sale of not to exceed $8,000,000 City of Cocoa, Florida Fire Protection Assessment Revenue Bonds, Series 2016, to finance a portion of the costs of the acquisition and construction of three (3) new fire station facilities and other equipment related to fire protection and suppression services; and authorizing the City Manager to sign all contracts and documents related to the issuance of the Special Assessment Revenue Bonds, Series 2016 .

powered by Legistar™

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE-BOOK ENTRY ONLY **Rating: S&P: ____ (_____*outlook)***

See "RATINGS" herein.

In the opinion of bond counsel, assuming compliance by the City with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Series 2016 Bonds will be excluded from gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. However, interest on the Series 2016 Bonds shall be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax on corporations. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Series 2016 Bonds.

**$_____*
CITY OF COCOA, FLORIDA
FIRE PROTECTION ASSESSMENT REVENUE BONDS
SERIES 2016**

Dated: As of date of delivery **Due: October 1 in each year, as shown below**

The City of Cocoa, Florida (the "City") is issuing its $_____* Fire Protection Assessment Revenue Bonds, Series 2016 (the "Series 2016 Bonds") as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Series 2016 Bonds. Individual purchases of the Series 2016 Bonds will be made in book-entry form only, in the principal amounts of $5,000 or any integral multiples thereof. Purchasers of Series 2016 Bonds will not receive physical delivery of certificates representing their ownership interests in Series 2016 Bonds purchased. Interest on the Series 2016 Bonds is payable on April 1, 2017 and semiannually on each October 1 and April 1 thereafter. While the Series 2016 Bonds are registered in the DTC Book-Entry Only System, amounts due on the Series 2016 Bonds will be paid by the Paying Agent to DTC who will remit payment to the DTC participants, such payments to be subsequently disbursed to the beneficial owners of the Series 2016 Bonds, all as further described herein. See "DESCRIPTION OF THE SERIES 2016 BONDS - Book-Entry Only System" herein. The Paying Agent and Registrar for the Series 2016 Bonds is The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida (the "Paying Agent" or the "Registrar").

The Series 2016 Bonds are subject to optional and mandatory redemption prior to their stated dates of maturity as described herein.

The Series 2016 Bonds are being issued by the City, pursuant to Resolution No. 2016-45 duly adopted by the City Council of the City (the "City Council") on April 26, 2016, as amended and restated by Resolution No. 2016-__, duly adopted by the City Council on November 8, 2016 (collectively, the "Bond Resolution") and Chapter 166, Parts II and III, Florida Statutes, and other applicable provisions of law, for the purpose of financing (i) a portion of the acquisition and construction of three (3) fire station facilities and other equipment for the City's fire protection services and (ii) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds.

The Series 2016 Bonds are payable from and secured, on a parity with any Additional Bonds hereafter issued, by a pledge of and lien upon (i) Fire Protection Assessments and (ii) until applied in accordance with the provisions of the Bond Resolution, all moneys on deposit in the Debt Service Fund and the Project Fund established under the Bond Resolution (collectively, the "Pledged Revenues"). See "SECURITY FOR THE SERIES 2016 BONDS" herein.

The Series 2016 Bonds shall not be or constitute general obligations or indebtedness of the City within the meaning of any constitutional or statutory provision, but shall be special obligations of the City, secured solely by a pledge of and lien on, and payable solely from, the Pledged Revenues in accordance with the terms of the Bond Resolution. No Holder of any Series 2016 Bond or Insurer, if any, shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2016 Bond, or be entitled to payment of such Series 2016 Bond from any moneys of the City except from the Pledged Revenues in the manner provided in the Bond Resolution.

Scheduled payment of the principal of and interest on the Series 2016 Bonds when due may be guaranteed under a municipal bond insurance policy. ***The City will make the determination whether to purchase such policy for all or some of the Series 2016 Bonds, or alternatively not to purchase insurance for any of the Series 2016 Bonds, at the time the Series 2016 Bonds are marketed.*** See "POTENTIAL MUNICIPAL BOND INSURANCE" herein.

This cover page contains certain information for quick reference only. It is not, and is not intended to be, a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Series 2016 Bonds are offered when, as and if issued, subject to the approving legal opinion of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel to the City. Certain legal matters will be passed upon for the City by Garganese, Weiss & D'Agresta, P.A., Orlando, Florida, City Attorney and Bryant Miller Olive P.A., Tampa, Florida in its capacity as Disclosure Counsel for the City. GrayRobinson, P.A., Tampa, Florida is acting as counsel to the Underwriter. Dunlap & Associates, Inc., Winter Park, Florida, is acting as Financial Advisor to the City in regard to the issuance of the Series 2016 Bonds. The Series 2016 Bonds are expected to be available for delivery through the facilities of DTC, in definitive form on or about _____, 2016.

Stifel, Nicolaus & Company, Incorporated

Date: _____, 2016

_____

* Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS,
INTEREST RATES, PRICES, YIELDS AND INITIAL CUSIP NUMBERS

$_____*
CITY OF COCOA, FLORIDA
FIRE PROTECTION ASSESSMENT REVENUE BONDS
SERIES 2016

Maturity (October 1)*	Principal Amount*	Interest Rate	Price	Yield	Initial CUSIP Numbers**

$_____* ____% Term Bonds due October 1, 20__ Price ____% Yield ___% -- Initial CUSIP Number** _____

$_____* ____% Term Bonds due October 1, 20__ Price ____% Yield ___% -- Initial CUSIP Number** _____

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* Preliminary, subject to change.

** The City is not responsible for the use of CUSIP numbers, nor is a representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2016 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The City has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

CITY OF COCOA, FLORIDA

MEMBERS OF THE CITY COUNCIL
Henry U. Parrish, III, Mayor
Donald Boisvert, Deputy Mayor
Brenda Warner, Councilwoman
Michael Blake, Councilman*
Jeri Blanco, Councilwoman

CITY MANAGER
John Titkanich, Jr.

ASSISTANT CITY MANAGER
Matthew Fuhrer

FINANCE DIRECTOR
Teri Butler

CITY CLERK
Carie Shealy

CITY ATTORNEY
Garganese, Weiss & D'Agresta, P.A.
Orlando, Florida

BOND COUNSEL
Bryant Miller Olive P.A.
Orlando, Florida

DISCLOSURE COUNSEL
Bryant Miller Olive P.A.
Tampa, Florida

FINANCIAL ADVISOR
Dunlap & Associates, Inc.
Winter Park, Florida

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* Councilman Blake has announced his resignation effective November 1, 2016, at which time the vacancy will be filled by appointment of the City Council or by special election in accordance with the City Charter.

No dealer, broker, salesman or other person has been authorized by the City to give any information or to make any representations in connection with the Series 2016 Bonds other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2016 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been obtained from the City, DTC, the Insurer, if any, and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the City with respect to any information provided by others. The information and expressions of opinion stated herein are subject to change, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2016 BONDS HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2016 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH AND AS PART OF ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THE TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF SUCH INFORMATION.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CITY AND ANY ONE OR MORE OF THE HOLDERS OF THE SERIES 2016 BONDS.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2016 Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

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$_____*
CITY OF COCOA, FLORIDA
FIRE PROTECTION ASSESSMENT REVENUE BONDS
SERIES 2016

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and the appendices hereto, is to furnish information in connection with the sale of $_____* aggregate principal amount of Fire Protection Assessment Revenue Bonds, Series 2016 (the "Series 2016 Bonds") issued by the City of Cocoa, Florida (the "City") and authorized pursuant to the Constitution and Laws of the State of Florida (the "State"), including particularly, Chapter 166, Parts II and III, Florida Statutes, and other applicable provisions of law and Resolution No. 2016-45 duly adopted by the City Council of the City (the "City Council") on April 26, 2016, as amended and restated by Resolution No. 2016-__, duly adopted by the City Council on November 8, 2016 (collectively, the "Bond Resolution"). See "APPENDIX C – FORM OF BOND RESOLUTION" attached hereto.

The Series 2016 Bonds are being issued by the City for the purpose of financing, together with other available funds of the City, (i) a portion of the acquisition and construction of three (3) fire station facilities and other equipment for the City's fire protection services and (ii) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds.

The Series 2016 Bonds are payable from and secured, on a parity with Additional Bonds hereafter issued, by a pledge of and lien upon (i) Fire Protection Assessments (as defined under "SECURITY FOR THE SERIES 2016 BONDS – General" herein) and (ii) until applied in accordance with the provisions of the Bond Resolution, all moneys on deposit in the Debt Service Fund and the Project Fund established under the Bond Resolution (collectively, the "Pledged Revenues"). See "SECURITY FOR THE SERIES 2016 BONDS" herein.

THE SERIES 2016 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED REVENUES. NO HOLDER OF ANY SERIES 2016 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR THE USE OF AD VALOREM REVENUES TO PAY SUCH SERIES 2016 BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE BOND RESOLUTION, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2016 BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED REVENUES IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

The City may establish a Series 2016 Reserve Fund Subaccount in the Reserve Fund under the Bond Resolution with respect to the Series 2016 Bonds and establish a Reserve Requirement with respect thereto. In such event, the Reserve Requirement would be satisfied with a cash deposit or by the purchase by the City of a Reserve Fund Insurance Policy upon issuance of the Series 2016 Bonds. In the event that no Series 2016 Reserve Fund Subaccount is established, the Series 2016 Bonds will not be secured by any debt service reserve fund or account created under the Bond Resolution. ***The City will***

*Preliminary, subject to change.

make the determination (i) whether or not to establish a Series 2016 Reserve Subaccount, (ii) the amount of the Reserve Requirement with respect thereto, and (iii) whether to fund such Reserve Requirement with a cash deposit or a Reserve Fund Insurance Policy, at the time the Series 2016 Bonds are marketed.

The City has agreed and undertaken for the benefit of Holders of the Series 2016 Bonds to provide certain financial information and operating data relating to the City and the Pledged Revenues pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934. See "CONTINUING DISCLOSURE" herein and "APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE" hereto.

The descriptions of the Series 2016 Bonds, the documents authorizing and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the City.

This introduction is not, and is not intended to be, a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2016 Bonds is made only by means of this Official Statement and is subject in all respects to the information contained herein.

Certain capitalized terms used in this Official Statement have the meanings assigned to such terms in the Bond Resolution, except as otherwise indicated herein. The form of the Bond Resolution is attached to this Official Statement as "APPENDIX C – FORM OF BOND RESOLUTION".

THE CITY

General

The City, with a 2016 population of approximately 18,833, is located on the Intracoastal Waterway on the central east coast of Florida in Brevard County (the "County"). The City was incorporated as a village in 1895 and as a city in 1913. The present City Charter was adopted in 1988 and provides for a Council-City Manager form of government. The elected City Council consists of a Mayor and four Council Members. The City Council appoints the City Manager.

City Management

City Manager. John A. Titkanich, Jr., AICP, ICMA-CM, has been the City Manager since 2012 and has been with the City since 2002. Prior to his appointment as the City Manager, Mr. Titkanich served as the City's Community Development Director for eight years and as its Economic Development Manager for three years. Prior to joining the City, he served as a planner in both land development and economic development for the City of Orlando. Mr. Titkanich is a member of the International City County Management Association (ICMA), the Florida City County Management Association (FCCMA), the American Planning Association (APA) and the Florida Brownfields Association (FBA). He is a Credentialed Manager with ICMA and also a Certified Planner with the APA American Institute of Certified Planners. Mr. Titkanich currently serves as a member of the Florida League of Cities Legislative Policy Committee – Growth Management and Economic Affairs, the ICMA Sustainable Communities

Advisory Council, the FCCMA Communications Committee, and is a member of the Board of Directors for the United Way of Brevard County. Mr. Titkanich also served five years as a member of the Board of Directors of the FBA (President in 2012-2013) and he currently serves on the FBA Legislative and Technical Committee. He previously served two years as an adjunct faculty member for the University of Central Florida's MPA program, teaching graduate-level Strategic Planning for Public and Non-Profit Organizations.

Mr. Titkanich holds an MPA and a Graduate Certificate in Urban and Regional Planning from the University of Central Florida and a B.A. in Political Science from Florida Atlantic University.

Assistant City Manager. Matthew Fuhrer joined the City in 2014 and has served as Assistant City Manager since November 2015. Prior to promotion to Assistant City Manager, Mr. Fuhrer served two years as the special assistant to the City Manager. Previously, he worked for the City of Lakeland in the Office of General Counsel. Mr. Fuhrer also served as a law enforcement officer in the states of Wyoming and South Dakota. He has been actively involved in the Florida City and County Manager's Association since 2012, currently serving on the Professional Development and Conference Planning Committees. Mr. Fuhrer is also the current Vice President of the Space Coast Public Management Association

Mr. Fuhrer holds a BA in Criminal Justice from the University of South Dakota. He is currently pursuing an MPA degree, also from the University of South Dakota.

Finance Director. Teri Butler became Finance Director in October 2015. Prior to her promotion, Ms. Butler has served the City since 1990 within the Finance Department, including as Deputy Finance Director, Finance Manager, and Treasury Analyst. Ms. Butler is well experienced in all areas of municipal finance including Accounting and Financial Reporting; Budget and Capital Improvement Program; Debt Management; and Cash Management. She is a long-time member of the Florida Government Finance Officers Association (FGFOA) and serves on several committees for the FGFOA, including the Certification Committee; Membership & Leadership Development Committee; Emerging Leaders Sub-committee (Chair); and the Leadership Ad Hoc Committee. Ms. Butler is also a member of the Space Coast Chapter of the FGFOA and of the Government Finance Officers Association (GFOA) of the United States and Canada.

Ms. Butler holds a BS Degree in Accounting from Rollins College and holds the designation of Certified Government Finance Officer (CGFO).

City Clerk. Carie Shealy has been with the City since 2005. She became City Clerk in June 2015. Prior to that, she served as the Assistant City Clerk and Recording Secretary. Ms. Shealy obtained a Certified Municipal Clerk certification in January 2010 through the International Institute of Municipal Clerks. Ms. Shealy has been a member of the International Institute of Municipal Clerks since 2006, the Florida Association of City Clerks since 2006 and the Brevard County City Clerk's Association since 2007. Additionally, she has served on various City committees.

Ms. Shealy has a B.S. degree in Administration from Barry University, and is currently pursuing a Master of Administration degree, also from Barry University.

Demographics

The economy is improving at a slower pace within the City than at the State and County levels and, as a result, the City maintains a higher level of unemployment. As shown in "APPENDIX A – GENERAL INFORMATION – CITY OF COCOA, FLORIDA – Demographics" according to the U.S. Census Bureau, the City's estimated unemployment rate for 2014 was 16.1% as compared to 6.9% for the Palm Bay - Melbourne - Titusville, Florida MSA for the same estimation period. However, according to a 2015 Economic Baseline Analysis prepared by an independent consultant engaged by the City, the unemployment rate for the City was estimated to be 10.7% for 2014. The City attributes its larger unemployment rate and a slower tax base recovery and economic improvement to a disproportionately high percentage of disadvantaged residents in the City compared to the County and the State. The City has undertaken a number of economic development strategies to improve job opportunities through business recruitment to the area.

For information regarding the assessed property values, property tax levies and collections and principal property taxpayers, see "FIRE PROTECTION ASSESSMENTS – Ad Valorem Taxes" herein. For additional information concerning the City, see "APPENDIX A – GENERAL INFORMATION - CITY OF COCOA, FLORIDA" hereto.

AUTHORITY FOR ISSUANCE

The Series 2016 Bonds are being issued under the authority of and in full compliance with the Act and under and pursuant to the terms and provisions of the Bond Resolution.

THE PROJECT

The Project includes a portion of the acquisition and construction of three (3) fire station facilities and other equipment for the City's fire protection services which are necessary for the suppression of and protection from fires, including, but not limited to, fire engines or fire trucks.

DESCRIPTION OF THE SERIES 2016 BONDS

General

The Series 2016 Bonds will be dated as of the date of initial issuance and will bear interest from such date, payable semiannually on each April and October 1, commencing on April 1, 2017 at the interest rates set forth on the inside cover page of this Official Statement and will mature on October 1 of the years and in the amounts set forth on the inside cover page of this Official Statement. The Series 2016 Bonds will be issued as fully registered bonds in the denominations of $5,000 or integral multiples thereof. Interest on the Series 2016 Bonds shall be paid by check or draft drawn upon The Bank of New York Mellon Trust Company, N.A., the Paying Agent and Registrar, and mailed to the Holders of the Series 2016 Bonds at the address appearing on the applicable Record Date in the registration books kept by the Registrar; provided, however, at the request and expense of the registered owner of $1,000,000 or more in principal amount of the Series 2016 Bonds, received at least five days prior to the applicable interest payment date, interest shall be paid by wire transfer on an interest payment date to the bank account located in the continental United States specified in such request.

The Bonds will be issued initially as book-entry obligations and held by The Depository Trust Company ("DTC") as securities depository. The ownership of one fully registered Bond for each maturity as set forth on the inside cover page hereof, in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC. For more information regarding DTC and DTC's Book-Entry System, see "Book-Entry Only System" below.

Book-Entry Only System

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY BELIEVES TO BE RELIABLE, BUT THE CITY TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED HOLDER OF THE SERIES 2016 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE SERIES 2016 BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2016 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2016 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2016 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2016 BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2016 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2016 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2016 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2016 Bond certificate will be issued for each maturity of the Series 2016 Bonds as set forth in the inside cover of this Official Statement, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers,

banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has a Standard & Poor's Ratings Services ("S&P") rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2016 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2016 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2016 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2016 Bonds, except in the event that use of the book-entry system for the Series 2016 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2016 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2016 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2016 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2016 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2016 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2016 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2016 Bonds may wish to ascertain that the nominee holding the Series 2016 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2016 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2016 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2016 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Paying Agent on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest on the Series 2016 Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2016 Bonds at any time by giving reasonable notice to the City or paying agent. Under such circumstances, in the event that a successor depository is not obtained, the Series 2016 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, the Series 2016 Bond certificates will be printed and delivered to DTC.

Negotiability, Registration and Transfer of Bonds

So long as the Series 2016 Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to registration, transfer and exchange of the Series 2016 Bonds do not apply.

The Registrar shall keep books for the registration of transfers of the Series 2016 Bonds as provided in the Bond Resolution. The transfer of any Series 2016 Bonds may be registered only upon such books and only upon surrender thereof to the Registrar together with an assignment duly executed by the Series 2016 Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Series 2016 Bond, a new Series 2016 Bond or Series 2016 Bonds registered in the name of the transferee, and in an aggregate principal amount equal to the principal amount of such Series 2016 Bond or Series 2016 Bonds so surrendered.

In all cases in which Series 2016 Bonds shall be exchanged, the City shall execute and the Registrar shall authenticate and deliver, at the earliest practicable time, a new Series 2016 Bond or Series 2016 Bonds of the same type in accordance with the provisions of the Bond Resolution. All Series 2016 Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. The City or the Registrar may make a charge for every such exchange or registration of transfer of Series 2016 Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any Series 2016 Bondholder for the privilege of exchanging or registering the transfer of Series 2016 Bonds under the provisions of the Bond Resolution. Neither the City nor the Registrar shall be required to make any such exchange, registration or transfer of Series 2016 Bonds after the Record Date.

Bonds Mutilated, Destroyed, Stolen or Lost

In case any Series 2016 Bond shall become mutilated, or be destroyed, stolen or lost, the City may, in its discretion, cause to be executed, and the Registrar shall authenticate and deliver, a new Series 2016 Bond of like date and tenor as the Series 2016 Bond so mutilated, destroyed, stolen or lost in exchange and substitution for such mutilated Series 2016 Bond upon surrender and cancellation of such mutilated Series 2016 Bond or in lieu of and substitution for the Series 2016 Bond destroyed, stolen or lost, and upon the Holder furnishing the City and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City and the Registrar may prescribe and paying such expenses as the City and the Registrar may incur. All Series 2016 Bonds so surrendered shall be canceled by the City. If any of the Series 2016 Bonds shall have matured or be about to mature, instead of issuing a substitute Series 2016 Bond, the City may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2016 Bonds issued pursuant to the Bond Resolution shall constitute original, additional contractual obligations on the part of the City whether or not the lost, stolen or destroyed Series 2016 Bonds be at any time found by anyone, and such duplicate Series 2016 Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other Series 2016 Bonds issued pursuant to the Bond Resolution.

Redemption

Optional Redemption. The Series 2016 Bonds maturing on or prior to October 1, 2026 are not subject to redemption prior to their stated maturities. The Series 2016 Bonds maturing on or after October 1, 2027 are redeemable prior to their stated dates of maturity, at the option of the City, in whole or in part on any date on or after October 1, 2026 (in such manner of selection of maturities as the City shall deem appropriate and by lot within maturities), at the redemption prices equal to the principal amount of the Series 2016 Bonds to be redeemed plus interest accrued to the date of redemption.

Mandatory Redemption. The Series 2016 Bonds maturing on October 1, 20__ shall be subject to mandatory redemption prior to maturity, by lot, in such manner as the Registrar may deem appropriate, at a redemption price equal to the principal amount thereof plus interest accrued to the date of redemption, on October 1, 20__, and on each October 1, thereafter, from Amortization Installments deposited in the Redemption Account, in the following principal amounts in the years specified:

Year	Amortization Installments
October 1, 20__	
October 1, 20__*	

*Maturity

The Series 2016 Bonds maturing on October 1, 20__ shall be subject to mandatory redemption prior to maturity, by lot, in such manner as the Registrar may deem appropriate, at a redemption price equal to the principal amount thereof plus interest accrued to the date of redemption, on October 1, 20__, and on each October 1, thereafter, from Amortization Installments deposited in the Redemption Account, in the following principal amounts in the years specified:

Year	Amortization Installments

October 1, 20__
October 1, 20__*

*Maturity

Notice of Redemption

Notice of redemption shall, at least thirty (30) days prior to the redemption date, be filed with the Registrar, and mailed by the Registrar on behalf of the City, first class mail, postage prepaid, to all Holders of the Series 2016 Bonds to be redeemed at their addresses as they appear on the registration books hereinbefore provided for on the Record Date, but failure to mail such notice to one or more Holders of such Series 2016 Bonds, or any defect therein, shall not affect the validity of the proceedings for such redemption with respect to Holders of the Series 2016 Bonds to which notice was duly mailed pursuant to the Bond Resolution and no defect occurred. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of such Series 2016 Bonds, of one maturity are to be called, the distinctive numbers of such Series 2016 Bonds to be redeemed and, in the case of Series 2016 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed.

Any notice of optional redemption may state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the redemption date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected Holders of such Series 2016 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Effect of Redemption

Official notice of redemption having been given as aforesaid, such Series 2016 Bonds or portions thereof to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2016 Bonds or portions thereof shall cease to bear interest. Upon surrender of such Series 2016 Bonds for redemption in accordance with said notice, such Series 2016 Bonds shall be paid by the Registrar at the redemption price. Each check or other transfer of funds issued by the Registrar for the purpose of the payment of the redemption price of Series 2016 Bonds being redeemed shall bear the CUSIP number identifying, by issue and maturity, such Series 2016 Bonds being redeemed with the proceeds of such check or other transfer. Installments of interest due on or prior to the redemption date shall be payable as provided in the Bond Resolution for payment of interest. Upon surrender for any partial redemption of any such Series 2016 Bond, there shall be prepared for the Holder a new Series 2016 Bond or Bonds of the same maturity in the amount of the unpaid principal of such partially redeemed Series 2016 Bond. All such Series 2016 Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

SECURITY FOR THE SERIES 2016 BONDS

General

The principal of and interest on the Series 2016 Bonds are payable, on a parity with any Additional Bonds hereafter issued, solely from and secured by a prior lien upon and a pledge of (i) Fire Protection Assessments and (ii) until applied in accordance with the provisions of the Bond Resolution, all moneys on deposit in the Debt Service Fund and the Project Fund established under the Bond Resolution (collectively, the "Pledged Revenues").

The "Fire Protection Assessments" include the special assessments imposed under the authority of the Assessment Ordinance and levied and collected by the City pursuant to the Assessment Resolutions and Annual Rate Resolutions, each as defined and described under "FIRE PROTECTION ASSESSMENTS - General" below. The City has been levying and collecting Fire Protection Assessments since Fiscal Year ended September 30, 2007. See "FIRE PROTECTION ASSESSMENTS – Historical Fire Protection Assessments" below.

NEITHER THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, AND INTEREST ON THE SERIES 2016 BONDS AND HOLDERS SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE CITY, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, FOR THE PAYMENT OF SUCH PRINCIPAL AND INTEREST. THE SERIES 2016 BONDS AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE CITY, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE SECURED SOLELY BY AND BE PAYABLE FROM, THE PLEDGED REVENUES.

Covenant to Levy Fire Protection Assessments to Pay Annual Debt Service Requirement

Notwithstanding the discretion of the City not to impose an assessment for budgetary items that can be funded by the Fire Protection Assessment, as described under "—Limitation on Requirement to Levy Fire Protection Assessments" below, the City has covenanted in the Bond Resolution to annually and timely adopt an Annual Rate Resolution as required and necessary for imposing Fire Protection Assessments for each Fiscal Year in an amount sufficient to satisfy the Annual Debt Service Requirement (as defined in the Bond Resolution) until the Series 2016 Bonds have been paid in full. In addition, the City has covenanted to do all things necessary on its part to collect the Fire Protection Assessments as shall become delinquent to the full extent permitted or authorized by law; and not to amend or modify the ordinances and resolutions pursuant to which the Fire Protection Assessments are assessed so as to impair or adversely affect the power and obligation of the City to assess such Fire Protection Assessments or impair or adversely affect in any manner the pledge of such Fire Protection Assessments or the rights of the Holders of the Bonds.

Limitation on Requirement to Levy Fire Protection Assessments

THE CITY IN NOT REQUIRED TO FULLY FUND ANY GIVEN ESSENTIAL SERVICE OR IMPROVEMENT COST THROUGH A SPECIAL ASSESSMENT. SO LONG AS THE APPLICATION OF FUNDS IS FOR A PUBLIC PURPOSE AND FUNDS ARE LEGALLY AVAILABLE, THE CITY MAY DETERMINE TO FUND ALL OR A PORTION OF AN ESSENTIAL SERVICE OR IMPROVEMENT, SUCH AS FIRE PROTECTION SERVICES AND FACILITIES, WITH GENERAL FUND OR OTHER LEGALLY AVAILABLE REVENUES. THE DETERMINATION AS TO WHETHER TO CONTRIBUTE

SUCH OTHER LEGALLY AVAILABLE REVENUES, AND HOW MUCH TO CONTRIBUTE, LIES SOLELY IN THE DISCRETION OF THE CITY COUNCIL.

STATED IN THE ALTERNATIVE, THERE IS NO REQUIREMENT THAT THE CITY IMPOSE AN ASSESSMENT FOR THE MAXIMUM AMOUNT OF THE BUDGET WHICH CAN BE FUNDED BY SPECIAL ASSESSMENTS. THE CITY COUNCIL MAY ANNUALLY DETERMINE AS A MATTER OF PUBLIC POLICY AND TAX EQUITY TO IMPOSE FIRE PROTECTION ASSESSMENTS AT A RATE LESS THAN NECESSARY TO FUND ALL OR ANY SPECIFIC PORTION OF THE FIRE PROTECTION ASSESSED COSTS. COSTS INCURRED IN PROVIDING FIRE PROTECTION SERVICES AND FACILITIES NOT OTHERWISE FUNDED THROUGH FIRE PROTECTION ASSESSMENTS MAY BE PAID FROM THE GENERAL FUND OR OTHER LEGALLY AVAILABLE REVENUES.

Debt Service Reserve Fund

The City may establish a Series 2016 Reserve Fund Subaccount in the Reserve Fund under the Bond Resolution with respect to the Series 2016 Bonds and establish a Reserve Requirement with respect thereto. In such event, the Reserve Requirement would be satisfied with a cash deposit or by the purchase by the City of a Reserve Fund Insurance Policy upon issuance of the Series 2016 Bonds. In the event that no Series 2016 Reserve Fund Subaccount is established, the Series 2016 Bonds will not be secured by any debt service reserve fund or account created under the Bond Resolution. ***The City will make the determination (i) whether or not to establish a Series 2016 Reserve Subaccount, (ii) the amount of the Reserve Requirement with respect thereto, and (iii) whether to fund such Reserve Requirement with a cash deposit or a Reserve Fund Insurance Policy, at the time the Series 2016 Bonds are marketed.***

The City has established the Reserve Fund pursuant to the Bond Resolution and pursuant thereto may establish a separate subaccount in the Reserve Fund for any Series of Bonds and provide a pledge of such subaccount to the payment of such Series of Bonds apart from the pledge provided therein. To the extent a Series of Bonds is secured separately by a subaccount of the Reserve Fund, the Holders of such Bonds shall not be secured by any other moneys in the Reserve Fund. Moneys in a separate subaccount of the Reserve Fund shall be maintained at the Reserve Requirement applicable to such Series of Bonds secured by the subaccount; provided the Supplemental Resolution authorizing such Series of Bonds may establish the Reserve Requirement relating to such separate subaccount of the Reserve Fund at such level as the City deems appropriate. Moneys shall be deposited in the separate subaccounts in the Reserve Fund on a pro-rata basis.

Notwithstanding the foregoing, in lieu of or in substitution for the required deposits into the Reserve Fund, the City may cause to be deposited into a subaccount of the Reserve Fund a Reserve Fund Insurance Policy and/or a Reserve Fund Letter of Credit to satisfy the Reserve Requirement for such Series of Bonds.

In the event a subaccount in the Reserve Fund contains both a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit and cash, the cash shall be drawn down completely prior to any draw on the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit. In the event more than one Reserve Fund Insurance Policy or Reserve Fund Letter of Credit is on deposit in the Reserve Fund, amounts required to be drawn thereon shall be done on a pro-rata basis calculated by reference to the maximum amounts available thereunder. The City agrees to pay all Reimbursement Obligations in regard to any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit from the Pledged Revenues. Pledged Revenues shall be on a pro-rata basis, to pay Reimbursement Obligations to the issuer of any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit for amounts advanced under such instruments, replenish any cash deficiencies in such subaccount of the Reserve Fund, and to pay the issuer of the

Reserve Fund Insurance Policy or Reserve Fund Letter of Credit interest on amounts advanced under such instruments. Notwithstanding anything in the Bond Resolution to the contrary, the Bond Resolution shall not be discharged or defeased while any Reimbursement Obligations are owing in regard to a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit in the Reserve Fund. The City has agreed not to optionally redeem or exercise its rights to an extraordinary mandatory redemption or refund a Series of Bonds unless all Reimbursement Obligations owing related to such Series of Bonds in regard to a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit in a subaccount of the Reserve Fund have been paid in full.

If five (5) days prior to an interest payment date, principal payment date or date an Amortization Installment is due or such other period of time as shall be established pursuant to a Supplemental Resolution, the City shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest, principal or Amortization Installment due on the Bonds on such date, the City shall immediately notify (1) the issuer of the applicable Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit and submit a demand for payment pursuant to the provisions of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit, and (2) the Paying Agent of the amount of such deficiency and the date on which such payment is due, and shall take all action to cause such issuer to provide moneys sufficient to pay all amounts due on such interest payment date.

The City may evidence its obligation to reimburse the issuer of any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy by executing and delivering a reimbursement agreement therefore which evidences a Reimbursement Obligation; provided, however, any reimbursement agreement (1) shall not be or create a general obligation of the City the payment of which is secured by the full faith and credit or taxing power of the City, and (2) shall be payable or obligate the City to pay solely from the Pledged Revenues in a manner which is not inconsistent with the terms of the Bond Resolution.

Notwithstanding anything in the Bond Resolution to the contrary, Reimbursement Obligations relating to a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit for any fees, expenses, claims or draws upon such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall be subordinate to the payment of debt service on the Bonds and to the payment of any Additional Bonds. The right of the issuer of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit to payment or reimbursement of its fees and expenses shall be subordinated to cash replenishment of the Reserve Fund, and subject to the second succeeding sentence, its right to reimbursement for claims or draws shall be prior to the replenishment of the cash drawn from the Reserve Fund. The Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit reimbursement will be further subordinated to cash replenishment of the Reserve Fund to an amount equal to the difference between the full original amount available under the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit and the amount then available for further draws or claims.

Moneys in the Reserve Fund and subaccounts therein shall be used only for the purpose of the payment of Amortization Installments, principal of, or interest on the Outstanding Series of Bonds secured thereby when the other moneys allocated to the Debt Service Fund are insufficient therefor, and for no other purpose.

Notwithstanding anything in the Bond Resolution to the contrary, if a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit for a Series of Bonds shall terminate prior to the stated expiration date thereof, the City has agreed that it shall fund the reserve fund subaccount securing such Series of Bonds over a period not to exceed sixty months during which time it shall make consecutive equal monthly payments in order that the amount on deposit in such reserve fund subaccount shall equal the Reserve Requirement for such Series of Bonds; provided the City may obtain a new Reserve Fund Insurance Policy or Reserve Fund Letter of Credit in lieu of making such payments.

Permitted Investments on deposit in the Reserve Fund shall be valued at fair value pursuant to generally accepted accounting principles at least annually. In the event of the refunding of any Series of Bonds, the City may withdraw from the subaccount securing such Series, all or any portion of the amounts accumulated therein with respect to the Bonds being refunded and deposit such amounts as required by the resolution authorizing the refunding of such Series of Bonds; provided that such withdrawal shall not be made unless (a) immediately thereafter, the Bonds being refunded shall be deemed to have been paid pursuant to the provisions hereof, and (b) the amount remaining in the Reserve Fund after giving effect to the issuance of such refunding obligations and the disposition of the proceeds thereof shall not be less than the Reserve Requirement for any Bonds then Outstanding which are secured thereby.

Disposition of Pledged Revenues

The City has covenanted in the Bond Resolution to establish with a depository in the State, which is eligible under the laws of the State to receive municipal funds, a fund to be known as the "City of Cocoa, Florida, Fire Protection Assessment Revenue Bonds, Debt Service Fund" (the "Debt Service Fund").

Upon receipt, the City is required to deposit all proceeds of the Fire Protection Assessments, after payment of any collection costs and administration costs associated therewith (whether collected by the Tax Collector (the "Tax Collector") for the County, the Property Appraiser (the "Property Appraiser") for the County, or otherwise), into the Debt Service Fund until such time as moneys sufficient to pay the Annual Debt Service Requirement for the then current Fiscal Year are on deposit therein.

Upon deposit of an amount equal to the Annual Debt Service Requirement in any Fiscal Year, no further deposits are required to be made into the Debt Service Fund and the remaining Fire Protection Assessments shall be transferred to the General Fund or other appropriate fund of the City and shall be used for any lawful purpose and shall no longer be considered Pledged Revenues under the Bond Resolution.

Moneys on deposit in the Debt Service Fund shall be used solely to pay the principal of and interest on the Series 2016 Bonds and any Additional Bonds as they become due.

Additional Bonds

The City will not issue any obligations payable from the Fire Protection Assessments or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to the lien of any Series 2016 Bond upon the Pledged Revenues. Any obligations issued by the City other than in accordance with the Additional Bonds test described in the next succeeding paragraph and payable from the Fire Protection Assessments shall contain an express statement that such obligations are junior and subordinate in all respects to the Series 2016 Bonds issued hereunder as to lien on, and source of and security for payment from, the Pledged Revenues.

No Additional Bonds may be issued under the Bond Resolution unless the Mayor or City Manager shall sign and issue a certificate that shall state and certify that the Fire Protection Assessments for the most recently audited Fiscal Year of the City preceding the issuance of Additional Bonds equaled at least one hundred fifty percent (150%) of the maximum Annual Debt Service Requirement for Bonds then outstanding and on the Additional Bonds proposed to be issued.

Each Supplemental Resolution authorizing the issuance of such Additional Bonds will recite that all of the covenants contained in the Bond Resolution will be fully applicable to such Additional Bonds as if originally issued thereunder.

Investments

Each fund and account established by the Bond Resolution shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in each fund and account, may be invested and reinvested in Permitted Investments maturing not later than the date on which the moneys therein will be needed. See "APPENDIX C — FORM OF BOND RESOLUTION " attached hereto for the definition of "Permitted Investments."

FIRE PROTECTION ASSESSMENTS

General

The City enacted Ordinance No. 20-2006 on May 9, 2006 (the "Assessment Ordinance") for the purpose of authorizing the levy of its Fire Protection Assessments as an alternative and supplemental revenue source for the funding of Fire Protection Assessment Costs (hereafter defined) upon benefited property at a rate of assessment based on the special benefit accruing to such property from the City's provision of fire protection services, facilities or programs. "Fire Protection Assessed Costs" generally include the amount determined by the City Council to be assessed in any Fiscal Year to fund all or any portion of the cost of the provision of fire protection services, facilities or programs which provide a special benefit to Assessed Property. "Assessed Property" includes all parcels of land included on the annual assessment roll (the "Assessment Roll") that receive a special benefit from the delivery of fire protection services, facilities or programs identified in a resolution adopted each year that initiates the process for updating the Assessment Roll and directing the reimposition of the Fire Protection Assessments (the "Preliminary Rate Resolution"). The City first imposed and levied the Fire Protection Assessments under the current methodology pursuant to Resolution Nos. 2013-085, 2015-047 and 2015-057, adopted by the City Council on August 27, 2013, August 11, 2015 and September 8, 2015, respectively (collectively the "Assessment Resolutions"). The Assessment Resolutions established a methodology and rates for the apportionment and levy of the Fire Protection Assessments. The City has imposed and levied the Fire Protection Assessments under the current methodology annually since adoption of the Assessment Resolutions. The City Council is not required to levy the Fire Protection Assessment to pay the fire protection services costs. However, the City has covenanted in the Bond Resolution to annually and timely adopt an assessment resolution as required and necessary for imposing Fire Protection Assessments for each Fiscal Year in an amount sufficient to satisfy the Annual Debt Service Requirement until the Series 2016 Bonds, and any Additional Bonds, have been paid in full. See "SECURITY FOR THE SERIES 2016 BONDS" herein.

The total allocation of budgeted costs for the provision of fire protection services for the Fiscal Year ending September 30, 2017 is $2,200,000. The total Fire Protection Assessment amount for such Fiscal Year was developed to recover approximately 37.4% of such budgeted costs for such Fiscal Year

(including costs associated with preparing and certifying the annual assessment roll, the payment to the Tax Collector to process the annual assessment, mailing cost and future cost requirements associated with vehicle replacement, station rehabilitation and other capital improvements). The following table shows the percentage of budgeted costs for the provision of fire protection services recovered in each prior Fiscal Year from the levy of Fire Protection Assessments:

Percentage of Budgeted Fire Protection Services
Recovered From Fire Protection Assessments

Fiscal Year Ended September 30	% of Budgeted Fire Protection Services
2007	25.0%
2008	25.0
2009	25.0
2010	29.2
2011	29.2
2012	29.2
2013	26.6
2014	30.6
2015	33.5
2016	33.8
2017	37.4

Source: Department of Finance, City of Cocoa, Florida.

Pursuant to the Assessment Ordinance, the Fire Protection Assessment rates are established each Fiscal Year during the budget process by the City Council by adoption of an annual rate resolution (the "Annual Rate Resolution"). The Fire Protection Assessment rates for Fiscal Year ending September 30, 2017 were established pursuant to the Annual Rate Resolution No. 2016-96, adopted on September 6, 2016 (the "2017 Annual Rate Resolution"). See "—Assessment Rates" below.

Assessment Methodology

The Assessment Ordinance provides that the Assessment Roll must be prepared in accordance with the method of apportionment set forth in the Assessment Resolutions or any subsequent Annual Rate Resolution. The current apportionment methodology levied initially for Fiscal Year ended September 30, 2014, was continued each Fiscal Year thereafter by adoption of Annual Rate Resolutions, including most recently the 2017 Annual Rate Resolution. This methodology is a two tiered methodology for imposing the Fire Protection Assessments, whereby the City apportions costs based on the benefits conveyed by the general availability of fire protection services to all properties in the City (the "Two Tiered Methodology"). The Two Tiered Methodology is based on the benefit of readiness-to-serve availability of fire protection service to all parcels, improved and un-improved, and an additional benefit that this availability of service provides to improved property by the protection from the loss of the structures on improved parcels through the ability to obtain insurance at attractive rates and the ability of the City to respond to and suppress a fire.

The Two Tiered Methodology recognizes two tiers of benefit:

1. Tier 1 – the simple availability of fire protection services which is available equally and without discrimination to all parcels of all types within the City by virtue of the continued

state of readiness to provide fire protection service that is maintained by the City (the "Response Readiness Benefit Cost Pool"), and

2. Tier 2 – the protection from the loss of structures on the property provided by the availability of fire protection service by the ability to obtain fire insurance and the continued state of readiness maintained by the City so that when actual calls for service are received the City can provide fire suppression service to protect property owners from the loss of structures on their property (the "Protection from Loss of Structures Benefit Cost Pool").

The fire protection services costs apportioned to the Response Readiness Benefit Cost Pool are costs associated with the City's maintenance of the facilities, equipment and personnel necessary to provide fire protection services on a 24 hour a day, seven days a week, year-round basis to all parcels in the City. This state of readiness response is provided by the fixed costs of the fire protection system that are not discretionary and that are not deployed in the actual response to calls, such as personnel costs that must be incurred independent of the number of calls for service plus lease payments and capital expenses. These costs represent approximately 60% of the total costs of fire protection services of the City. This availability benefit is conferred upon all parcels whether or not a request for actual assistance to the parcel is ever received.

The fire protection services costs apportioned to the Protection from Loss of Structures Benefit Cost Pool include all other costs that are not included in the Response Readiness Benefit Cost Pool and include the portion of personnel costs involved in actually responding to calls for service, plus other costs that are incurred relative to variable drivers, such as fuel, equipment maintenance and other operating costs. These costs represent approximately 40% of the total costs of fire protection services of the City. This protection is conferred on improved properties based on the structure values determined by the Property Appraiser and a structure equivalent benefit unit (EBU) that recognizes value of structures in $5,000 increments rounded down to the nearest $5,000.

Residential properties are assessed an equal amount per dwelling unit based on the sum of the Response Readiness Benefit Cost Pool costs for all improved residential parcels plus the Protection from Loss of Structures Benefit Cost Pool costs divided by the total number of dwelling units on all improved residential parcels to derive the average assessment per dwelling unit. The Two Tiered Methodology is based upon the property database of the Property Appraiser, which is updated as properties within the City develop or are combined, split or subdivided.

Under Florida law, special assessments including the Fire Protection Assessments may not be imposed against certain types of parcels such as condominium common areas. See "Legislative Action/Exemptions" below. Other parcels may be exempt if they receive no benefit from fire protection services, such as rights of way, rivers, lakes and other submerged lands. The Assessment Resolutions exempt such parcels from the Fire Protection Assessment, and vacant (unimproved) parcels that contain jurisdictional wetlands are not assessed for the portion of the parcels that are wetlands. The Assessment Resolutions also provide an exemption for parcels owned by federal, state and local governments. The City determines which parcels are included in these exemption categories by reference to the property usage codes promulgated by the Florida Department of Revenue and assigned to each parcel at the local level by the Property Appraiser. The Assessment Resolutions reserve the City's right and ability in the future to impose Fire Protection Assessments against parcels exempted thereunder to the extent permitted by law or in the event required or directed to do so by a court of competent jurisdiction.

See "BONDHOLDER RISKS – Legislative Action/Exemptions" herein. Parcels are classified each year and can be reclassified from year to year which could affect the amount of Fire Protection Assessments levied on such parcel. See "BONDHOLDER RISKS – Reclassification of Properties" herein

For Fiscal Year ending September 30, 2017, the Response Readiness Benefit Cost Pool and the Loss of Structures Benefit Cost Pool consist of the following:

RESPONSE READINESS BENEFIT COST POOL

Rate Class Description	**Number of Units**
Properties Assessed per Dwelling (DU):	**Number of Dwelling Units**
Improved Residential	8,427
Total Dwelling Units (DU)	**8,427**
Properties Assessed Per Parcel:	**Number of Parcels**
Improved Commercial	512
Improved Industrial	160
Improved Institutional	298
Total Parcels	**970**
Properties Assessed per Parcel EBU:	**Number of EBUs**
Vacant (All Classes)/Agriculture	1,096
Total Parcel EBUs	**1,096**
TOTAL ASSESSABLE DUs, PARCELS & PARCEL EBUs:	**10,493**
TIER 1 RATE PER DU/PARCEL/PARCEL EBU:	**136.87**

_____

Source: Department of Finance, City of Cocoa, Florida.

LOSS OF STRUCTURES BENEFIT COST POOL

TOTAL APPLICABLE STRUCTURE EBU'S
TIER 2 RATE PER STRUCTURE

_____

Source: Department of Finance, City of Cocoa, Florida.

Assessment Rates

Pursuant to the Assessment Ordinance, the Fire Protection Assessment rates for the next Fiscal Year are established annually pursuant to an Annual Rate Resolution adopted by City Council. The Annual Rate Resolution establishes the rate of assessments to be imposed in the upcoming Fiscal Year and approves the Assessment Roll for the upcoming Fiscal Year with such adjustments as the City Council deems just and right. Pursuant to the Assessment Ordinance, the City Council may establish or increase a maximum assessment rate in an Annual Rate Resolution. Based on the methodology described above under "-Assessment Methodology," and the 2017 Annual Rate Resolution, the Fire Protection Assessment rates established for Fiscal Year ending September 30, 2017 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	$193.57	$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	$136.87	$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	$8.57	$13.55

* The minimum size per parcel equivalent was determined to be five acres based upon an evaluation of the range of size of developed parcels. Thus, it was determined that un-improved properties will be converted to EBU by rounding down the acreage of the parcel to the nearest 5 acres and dividing by five acres/EBU to determine the number of EBUs for the parcel.

Source: City of Cocoa, Florida Resolution No. 2016-96.

Since the Fire Protection Assessment was first imposed pursuant to the Two Tiered Methodology, the Fire Protection Assessment rates have increased by the percentages shown in the following table:

Percentage Increase in Fire Protection Rates

Fiscal Year Ended September 30	Residential Parcels	Non-residential Parcels	Non-residential Protection from Loss of Structure
2015	24%	26%	14%
2016	35	49	1
2017	3	3	3

Source: Department of Finance, City of Cocoa, Florida.

Levy and Collection of Fire Protection Assessments

Levy of Fire Protection Assessments. The Fire Protection Assessments are authorized pursuant to the Assessment Ordinance and are imposed and levied pursuant to the Assessment Resolutions and the Annual Rate Resolutions adopted each year. The Assessment Ordinance authorized the City Council to impose an annual Fire Protection Assessment to fund all or any portion of the Fire Protection Assessed Costs. The adoption of the Assessment Resolutions by the City Council constituted a legislative determination that all parcels assessed derive a special benefit from the fire protection services, facilities, or programs to be provided or constructed and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the actual benefit. The amount of the Fire Protection Assessment imposed in a Fiscal Year against a parcel of Assessed Property is determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Fire Protection Assessed Cost among properties on a basis reasonably related to the special benefit provided by fire protection services, facilities or programs funded with Fire Protection Assessments. The apportionment methodology is determined pursuant to the Annual Rate Resolution. See "—Assessment Methodology" herein for a description of the current methodology under which the amount per parcel of Fire Protection Assessments is determined.

Each year, the City Council adopts a preliminary annual rate resolution containing a brief and general description of the fire protection services, facilities or programs to be provided, determining the

amount of Fire Protection Assessed Cost, the estimated assessment rate and the maximum assessment rate, authorizing a public hearing and directing the City Manager to update the Assessment Roll and provide notice thereof. Pursuant to the preliminary rate resolution, the City Manager prepares an Assessment Roll, publishes notice of a hearing and mails notice of the Fire Protection Assessments to owners of property subject thereto. The Annual Rate Resolution is adopted after such hearing.

Upon the adoption of the Annual Rate Resolution, the Fire Protection Assessments constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments. Said lien shall continue until the Fire Protection Assessments have been paid, and, if the same becomes delinquent, shall be considered a part of the municipal tax subject to the same penalties, charges, fees and remedies of enforcement and collection as provided for the collection of ad valorem property taxes pursuant to the laws of the State of Florida.

Vacant Land Adjustment Appeal Procedure. Pursuant to Resolution No. 2013-143, adopted by the City on December 10, 2013, the City established an administrative appeal process for the City to hear claims of inequity made by residents of vacant, unimproved property (the "Vacant Land Adjustment Procedure Resolution"). An owner of a parcel of assessed property may appeal its assessment through the value adjustment board as described above under "—Levy of Fire Protection Assessments" or, with respect to vacant land, the appeal process established by the City under the Vacant Land Adjustment Procedure Resolution.

The Vacant Land Adjustment Procedure provides that vacant parcels that have unique circumstances that may severely restrict or prevent the development of all or a portion of the subject parcel may be exempt from the assessment, or subject to a reduced assessment. In order to request an exemption or adjustment, the property owner must file a written petition with the City Manager no later than December 31st requesting an exemption or adjustment from the proposed or adopted final assessment, with supporting documentation. The City Manager then renders a decision to grant or deny the petition, in whole or in part, based solely on (i) certain factors that would severely restrict or prevent the development of the parcels, including local, county, state or federal regulations or easements, large or meandering or oddly shaped wetlands or water bodies, private covenants or deed restrictions, (i) temporary takings of the parcel, (iii) perpetual conversation easements, (iv) public dedications granted to governmental entities over the parcel pursuant to law, (v) other unique circumstances that severely restrict or prevent development of the parcel, do not create an inequitable situation with other similarly situated property owners, and are not inconsistent with the provisions of the Assessment Resolutions. The City Manager is authorized to make decisions with respect to such requests and the City Manager's decisions are deemed final if an appeal to the City Council is not filed within ten (10) days after a decision is made by the City Manager. Final decisions made by the City Manager or the City Council are deemed fully incorporated into the final assessment roll to be filed by the city with the Tax Collector and Property Appraiser unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of the final decision.

To the extent that a final decision made under this appeal process requires a refund of a Fire Protection Assessment, the City Manager is authorized to process said refunds within thirty (30) days of the date of the final decision becoming effective.

Collection of Fire Protection Assessments. The City has determined to cause the Fire Protection Assessments to be collected pursuant to the Uniform Method of Collection Act set forth in Section 197.3632, Florida Statutes. Fire Protection Assessments are added to the annual bill for property taxes sent by the Tax Collector to each owner of a benefited property. The following is a summary of certain

statutory provisions relating to the collection and enforcement of the Fire Protection Assessments under the Uniform Method of Collection Act.

The Assessment Ordinance authorizes, and the Assessment Resolutions require, that the Fire Protection Assessments be placed on the annual ad valorem property tax bill of the specially benefited property to be collected by the Tax Collector. The City Council certifies the Assessment Roll to the Tax Collector on or before September 15 of each year. Upon receipt of the certified Assessment Roll from the City, the Tax Collector is required to include the Fire Protection Assessments in the tax notice mailed to each taxpayer stating the ad valorem taxes and all non-ad valorem assessments, including, without limitation, the Fire Protection Assessments levied upon and due in respect of such property. In general, each taxpayer is required to pay all taxes and non-ad valorem assessments shown in the tax notice without preference in payment of any particular increment of the tax bill, such as any increment owing for the Fire Protection Assessments. Upon receipt of the taxes and non-ad valorem assessments, the Tax Collector is required to forward the portion of such payment as is attributable to the Fire Protection Assessments, less the portion of such payment that constitutes administrative fees and costs of the Tax Collector and Property Appraiser, to the City. To the extent that a property owner fails to pay such taxes and non-ad valorem assessments, the successful implementation of tax collection procedures available to the Tax Collector (described below) is essential to continued payment of principal of and interest on the Series 2016 Bonds.

The collection of delinquent taxes and non-ad valorem assessments, including, without limitation, the Fire Protection Assessments, upon real property is based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the various governmental entities levying taxes and non-ad valorem assessments for the payment of the taxes and non-ad valorem assessments due. The demand for such tax certificates is, in turn, dependent upon various factors which include the interest which can be earned by ownership of such certificates and the value of the land which is the subject of such tax certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the specially benefited property may affect the demand for such tax certificates and therefore the successful collection of the Fire Protection Assessments.

A property owner cannot be sued personally for failure to pay his or her Fire Protection Assessments, but such Fire Protection Assessments are a lien on the property against which they are assessed from January 1 of the year of assessment (the "Tax Year") until paid or barred by operation of law. The lien of the Fire Protection Assessments is of equal dignity with the liens for state and county taxes and other taxes which are of equal dignity upon land, and thus is a lien, superior to all other liens including mortgages, but subject to federal tax liens.

The statutes relating to the enforcement of county taxes (and thus the Fire Protection Assessments) provide that such taxes become due and payable on November 1 of the year in which assessed or as soon thereafter as the tax roll is received by the Tax Collector. All taxes become delinquent on April 1 following the Tax Year in which they are assessed. The Tax Collector is required to collect taxes prior to the date of delinquency and to institute statutory procedures upon delinquency to collect assessed taxes. Delay in the mailing of tax notices to taxpayers results in a delay throughout the process.

In the event of a delinquency in the payment of taxes on real property, the Tax Collector is required to offer for sale tax certificates on such property to the person who pays the delinquent taxes and interest and certain costs and charges relating thereto, and who accepts the lowest interest rate per annum to be borne by the certificates (which shall in no event be more than eighteen percent (18%) per

annum). Delinquent taxes may be paid by a taxpayer prior to the date of sale of a tax certificate by the payment of such taxes, together with interest and all costs and charges relating thereto. Tax certificates are sold by public bid, and in case there are no bidders, the certificate is issued to the County in which the assessed lands are located, and the County, in such event, does not pay any consideration for such tax certificate. Proceeds from the sale of tax certificates are required to be used to pay taxes and non-ad valorem assessments (including the Fire Protection Assessments), interest, costs and charges on the land described in the certificate.

County-held tax certificates may be purchased, and any tax certificate may be redeemed, in whole or in part, by any person at any time before a tax deed is issued or the property is placed on the list of lands available for sale, at a price equal to the face amount of the certificate or portion thereof, together with all interest, costs, and charges due. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the certificate such proceeds less a service charge, and the certificate is canceled.

After an initial period ending two (2) years from April 1 of the year of issuance of a tax certificate, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector all amounts required to redeem or purchase all outstanding tax certificates not held by the applicant covering the land, any omitted or delinquent taxes and non-ad valorem assessments, current taxes and non-ad valorem assessments, and interest, if due, covering the land. If a county holds a tax certificate and has not succeeded in selling it, the County must apply for a tax deed on all tax certificates on properties valued at $5,000 or more two (2) years after April 1 of the year of issuance. The County may apply for tax deeds on County-held tax certificates on property valued at less than $5,000, but is not required to do so. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding tax certificates covering the land. Thereafter, the property is advertised for public sale. Any outstanding tax certificates will be satisfied from the proceeds received at such public sale.

In any such public sale, the private holder of the tax certificate who is seeking a tax deed is deemed to submit a minimum bid established by statute. If there are no higher bidders, the holder receives title to the land and the amounts paid for the tax certificate and in applying for a tax deed are credited towards the purchase price. If there are higher bidders, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate (and all other amounts paid by such holder in applying for a tax deed), plus interest, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts of deeds, and other lienholders and any other person to whom the land was assessed on the tax roll for the year in which the land was assessed, all as their interests may appear.

If there are no bidders at the public sale, the County may, at any time within ninety (90) days from the date of offering for public sale, purchase the land for a statutorily prescribed minimum bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the minimum bid. Three (3) years from the date of offering for public sale, unsold lands escheat to the County and all tax certificates and liens including the lien of the Fire Protection Assessments against the property are canceled.

Historical Fire Protection Assessments

The following tables show the Fire Protection Assessments levied and collected, percentage of levy collected, penalties collected and collections from tax certificate sales for Fiscal Years ended September 30, 2007 through and including 2015 (audited) and September 30, 2016 (unaudited).

Historical Fire Protection Assessments

Fiscal Year	Fire Protection Assessments Levied	Fire Protection Assessments Collected	Percentage of Levy Collected	Delinquent Assessments	Penalty Collections	Tax Certificate Collections	Total	Percentage of Levy
2007	$662,799	$574,251	86.64%	$293	$1,566	$30,379	$606,489	91.50%
2008	672,736	622,020	92.46	2,170	793	45,517	670,500	99.67
2009	728,742	657,079	90.17	28,307	3,392	45,054	733,832	100.70
2010	814,727	719,363	88.29	8,886	3,214	63,337	794,800	97.55
2011	1,099,747	976,413	88.79	7,514	4,491	77,409	1,065,827	96.92
2012	1,248,012	1,113,180	89.20	4,296	347	108,760	1,226,583	98.28
2013	1,284,443	1,138,119	88.61	25,584	1,779	79,897	1,245,379	96.96
2014	1,600,391	1,437,360	89.81	6,538	2,108	154,352	1,600,358	100.00
2015	2,016,685	1,747,730	86.66	33,607	5,586	161,287	1,948,210	96.60
2016[1]	2,188,889	1,951,190	89.14	(27,382)	3,243	183,599	2,110,040	96.43
2017[1][2]	2,259,856							

(1) Unaudited
(2) For Fiscal Year ending September 30, 2017, only Fire Protection Assessments Levied information is available.
Source: Department of Finance, City of Cocoa, Florida.

Ad Valorem Taxes

Set forth below is information concerning assessed and actual value of taxable property and ad valorem taxes assessed and collected by the City for Fiscal Years ended September 30, 2006 through and including 2015, and the principal taxpayers of the City for the Fiscal Year ended September 30, 2015. **Ad valorem taxes are <u>not</u> pledged as security for the payment of the Series 2016 Bonds.**

Assessed Value and Estimated Actual Value of Taxable Property[1]

Fiscal Year	Real Property	Personal Property	Centrally Assessed Property	Less: Tax Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate (mills)	Estimated Actual Taxable Value	Taxable Assessed Value as a Percentage of Actual Taxable Value
2006	$ 867,229,900	$293,873,233	$1,828,503	$403,814,266	$759,117,370	4.807%	$1,162,931,636	65.276%
2007	1,151,772,850	305,576,467	1,904,786	514,941,946	944,312,157	4.803	1,459,254,103	64.712
2008	1,418,325,800	328,751,272	2,018,486	616,814,646	1,132,280,912	4.571	1,749,095,658	64.735
2009	1,413,286,040	337,859,014	2,358,254	579,265,306	1,174,238,002	4.489	1,753,503,308	66.965
2010	1,371,082,320	369,202,673	3,420,128	581,568,187	1,162,136,934	4.489	1,484,851,266	78.266
2011[2]	1,159,589,630	341,024,797	2,313,993	478,190,225	1,024,738,195	4.489	1,025,224,075	99.953
2012[2]	961,539,190	306,406,665	2,019,635	363,813,856	906,151,634	4.966	906,819,814	99.926
2013[2]	846,372,850	284,164,503	2,089,111	334,960,096	797,666,368	5.581	798,015,398	99.956
2014	820,754,020	277,223,578	2,335,457	325,183,520	775,129,535	5.981	775,765,766	99.918
2015	838,137,370	268,432,534	2,656,441	328,336,969	780,889,376	5.981	782,374,729	99.810
2016	874,284,810	277,265,631	3,514,003	337,493,706	817,570,738	5.979	818,427,691	99.895

(1) Amounts shown are corrected amounts which were corrected after publication of, and therefore differ from amounts shown in, the Comprehensive Annual Financial Report of the City of Cocoa, Florida for Fiscal Year ended September 30, 2015, a copy of which is attached hereto as APPENDIX B.
(2) The City believes the decline in property values was largely a result of the national and local economic mortgage crises that resulted in a significant number of abandoned properties and properties subject to foreclosure proceedings.
Source: Department of Finance, City of Cocoa, Florida.

Property Tax Levies and Collections

	Current Year Collections			Total Collections to Date		
Fiscal Year	Amount Levied	Amount Collected	Percentage of Levy	Delinquent Tax Collections[2]	Total Amount Collected	Percentage of Levy Collected
2006	$4,526,608	$4,209,945	93.00%	$174,430	$4,384,375	96.86%
2007	5,175,043	4,819,914	93.14	209,284	5,029,198	97.18
2008	5,278,072	4,799,655	90.94	345,433	5,145,088	97.48
2009	5,213,175	4,542,123	87.13	510,186	5,052,309	96.91
2010	4,580,819	4,066,535	88.77	413,677	4,480,212	97.80
2011	4,492,875	4,040,240	89.93	331,324	4,371,564	97.30
2012	4,445,893	4,022,600	90.48	309,298	4,331,898	97.44
2013	4,605,607	4,173,107	90.61	262,758	4,435,865	96.31
2014	4,615,950	4,235,126	91.75	284,980	4,520,106	97.92
2015	4,682,747	4,275,053	91.29	253,754	4,528,807	96.71[3]

(1) Amounts shown are corrected amounts which were corrected after publication of, and therefore differ from amounts shown in, the Comprehensive Annual Financial Report of the City of Cocoa, Florida for Fiscal Year ended September 30, 2015, a copy of which is attached hereto as APPENDIX B.

(2) Includes delinquent taxes, penalties and tax certificates.

(3) In Fiscal Year ended 2015, the Brevard County Tax Collector erroneously subtracted fees of approximately $26,000 from ad valorem collections before distributing tax proceeds to the City instead of invoicing such fees to the City to be paid as an expense. As a result, tax collections were reported net of such fees, reducing the percentage of levy collected for such Fiscal Year by approximately .53%. The City does not expect such fees to be netted from collections in the future.

Source: Department of Finance, City of Cocoa, Florida.

Principal Property Taxpayers

Taxpayer	Amount Levied	% of Total City Levy
Wal-Mart	$53,064	1.09%
RLV Cocoa Commons LP	37,369	0.76
Wal-Mart Stores, Inc./Sam's East Inc.	34,080	0.70
12550, LLC	28,699	0.59
Home Depot USA Inc.	28,101	0.57
Monmouth Real Estate Investment	25,112	0.48
Oaks Meadow LTD Partnership	23,318	0.51
Sunrise Mobile Home Park, LLC	18,744	0.38
Cocoa Commercial Properties, LLC	18,535	0.38
SSR Properties, LLC	17,907	0.37
Total	$284,929	5.83%
Total amount levied	$4,888,261	

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2015.

Neither the City nor the Underwriter can give any assurance to the Holders of the Series 2016 Bonds: (i) that the past experience of the City with regard to tax collections as shown above is indicative in any way of future collections or delinquencies in payment of the Fire Protection Assessments; (ii) that future landowners and taxpayers will pay such Fire Protection Assessments; (iii) that a market will exist in the future for tax certificates in the event of sale of such certificates for taxable units within the City;

(iv) that eventual sale of tax certificates for real property within the City will be for an amount sufficient to pay amounts due to discharge all or a portion of any Fire Protection Assessment liens; (v) that County-held tax certificates which have not sold will not escheat to the County or (vi) that the ability of the Tax Collector to foreclose the lien of unpaid taxes will not be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating to foreclosure.

BONDHOLDER RISKS

Prospective investors should be aware of the following risk factors, which, if realized to a sufficient degree, could delay or prevent complete payment of the principal of and interest on the Series 2016 Bonds. The source of security for the payment of the principal of, redemption and interest on the Series 2016 Bonds is the timely collection of Fire Protection Assessments. Florida law establishes procedures for the collection of taxes and assessments, including the Fire Protection Assessments. There can be no assurances given that the implementation of such procedures will result in the collection of any delinquent Fire Protection Assessments, or if so collected, that they will be timely or adequate to pay the principal of, redemption and interest on the Series 2016 Bonds. **The information appearing under this caption does not purport to summarize all of the risks that may be associated with purchasing or owning the Series 2016 Bonds and prospective purchasers are advised to read this Official Statement in its entirety for a more complete description of investment considerations relating to the Series 2016 Bonds.**

Non-Recourse Nature of the Fire Protection Assessments

The Fire Protection Assessments are not a personal obligation of the owners of the real property subject thereto; instead, they are impositions upon such real property. The ultimate, and only, recourse for nonpayment of the Fire Protection Assessments is an action against the real property. If proceedings against the real property, including the statutory tax collection procedures described herein, do not result in the collection of funds sufficient to pay delinquent Fire Protection Assessments, the property owner is not compelled to pay the deficiency. Therefore, the likelihood of collection of the Fire Protection Assessments may ultimately depend on the market value of the real property subject to assessment. While the ability of a property owner to pay the Fire Protection Assessments is a relevant factor, the willingness of a property owner to pay the Fire Protection Assessments, which may be affected by the value of the land subject to such Fire Protection Assessments, is also an important factor in the collection of the Fire Protection Assessments.

Tax Collection Procedures

All county, city, school district, and special district ad valorem taxes and non-ad valorem assessments collected through the Tax Collector (including the Fire Protection Assessments levied by the City) are payable at one time. A taxpayer may not make an incomplete payment. Therefore, any failure of a taxpayer to pay all taxes and assessments billed by the Tax Collector (whether it be the Fire Protection Assessments or any other tax or assessment) would cause the Fire Protection Assessments to not be collected which could have an adverse impact on the City's ability to pay the principal of, redemption and interest on the Series 2016 Bonds.

County-held Tax Certificates

In the event there are no bidders, the tax certificates are issued to the County at the maximum rate of interest allowed (presently 18%). The Tax Collector does not collect any money from the County if the tax certificates are issued to the County. County-held tax certificates, which are not previously

purchased or redeemed, must be held by the County for a period ending two (2) years from April 1 of the year of issuance. After the expiration of the two (2) year period, the property will be offered for sale. There are many procedures that must be followed by the Tax Collector before the property can be offered for sale. Such procedures include proper notices, collection of certain fees and charges, and establishing an opening bid for the property. Failure to comply with any of the procedures or receive the statutory opening bid could result in delays or the complete inability of the Tax Collector to collect the delinquent taxes and assessments. If the property is not sold within three (3) years from the date it was first offered for public sale, the land escheats to the County and all tax certificates and liens against the property are cancelled. If a sufficient amount of the real property subject to Fire Protection Assessments were to escheat to the County, the City may be unable to pay the principal of and interest on the Series 2016 Bonds.

Limitations on Enforceability

The payments on the Fire Protection Assessments and the ability of the Tax Collector to foreclose the lien of unpaid taxes may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating to court foreclosure. Bankruptcy proceedings may cause the Fire Protection Assessments liens to be extinguished. In the event of the institution of bankruptcy or similar proceedings with respect to any significant owner of property within the City, there could be delays in the payment of debt service on the Series 2016 Bonds. The remedies available to the Holders of the Series 2016 Bonds upon an event of default under the Bond Resolution are in many respects dependent upon judicial actions, which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Bond Resolution, including without limitation, enforcement of the obligation to pay the Fire Protection Assessments, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2016 Bonds (including the approving opinion of Bond Counsel) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Fire Protection Assessments could have a material adverse impact on the interest of the Holders of the Series 2016 Bonds.

Additional Taxes

The willingness and/or the ability of a property owner to pay the Fire Protection Assessments could be affected by the existence of other taxes and assessments imposed upon the real property. Other public entities could impose additional taxes on the real property subject to the Fire Protection Assessments. The lien of the Fire Protection Assessments is, however, of equal dignity with the liens for State and County taxes upon land, and thus is superior to all other liens including mortgages (except liens for State, County, and other taxes which are of equal dignity and except for prior federal tax liens). County, municipal, school, special district taxes and assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, including the Fire Protection Assessments, are payable at one time. If a taxpayer does not make complete payment, he or she cannot designate specific line items on the tax bill as deemed paid in full. In such case, the Tax Collector does not accept such partial payment. Therefore, any failure to pay any one line item, whether or not it is the Fire Protection Assessments, would cause the Fire Protection Assessments not to be collected to that extent, which could have a significant adverse impact on the City's ability to make full or punctual payment of debt service on the Series 2016 Bonds.

Statutory Compliance

The City is required to comply with statutory procedures in levying the Fire Protection Assessments. Failure of the City to follow these procedures could result in the Fire Protection Assessments not being levied or potential future challenges to such levy.

Legislative Action/Exemptions

The State legislature, the courts or an administrative agency with appropriate jurisdiction could enact new laws or regulations or interpret, amend, alter, change or modify the laws or regulations governing the levy of the Fire Protection Assessments, including providing additional exemptions from such levy. In the 2016 legislative session, the Florida Legislature enacted Chapter 2016-89, amending Sections 125.01 and 170.01, Florida Statutes, to provide a prohibition on counties and municipalities from levying special assessments on certain agricultural lands for the provision of fire services. Although the effective date for this amendment is November 1, 2017, the City exempted such properties from its Fire Protection Assessments for Fiscal Year ending September 30, 2016 and has determined that such exemption had a negligible impact on the amount of Fire Protection Assessments levied for such Fiscal Year.

There can be no assurance that the Florida Legislature will not enact additional similar exemptions in the future.

POTENTIAL MUNICIPAL BOND INSURANCE

In the event that the City elects to purchase a municipal bond insurance policy (the "Policy") with respect to all or a portion of the Series 2016 Bonds (referred to herein as the "Insured Bonds") from a municipal bond insurer (the "Insurer"), disclosure regarding the Insurer and the Policy will be included in the final Official Statement at this location and a specimen bond insurance policy will be attached hereto as an Appendix.

MUNICIPAL BOND INSURANCE RISK FACTORS

In the event of default of the payment of principal or interest with respect to the Insured Bonds when all or some becomes due, any Holder of the Insured Bonds shall have a claim under the Policy for such payments. However, in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Insured Bonds by the Issuer which is recovered by the Issuer from the bond owner as a voidable preference under applicable bankruptcy law is covered by the Policy, however, such payments will be made by the Insurer at such time and in such amounts as would have been due absence such prepayment by the Issuer unless the Insurer chooses to pay such amounts at an earlier date.

So long as it is not in default under the Policy, the Insurer will be considered the sole Holder of any Insured Bonds for all purposes under the Trust Indenture (except the right of the Holders to receive any notice of default), including the right to direct and consent to any remedies and the right to consent to amendments to the Bond Resolution. See "APPENDIX C – FORM OF BOND RESOLUTION" hereto.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Insured Bonds are payable solely from the moneys received pursuant to the Bond Resolution. In the event the Insurer becomes obligated to make payments with respect to the Insured Bonds, no assurance is given that such event will not adversely affect the market price of the Insured Bonds or the marketability (liquidity) for the Insured Bonds.

The long-term insured ratings on the Insured Bonds are dependent in part on the financial strength of the Insurer and its claim paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the Insured Bonds will not be subject to downgrade and such event could adversely affect the market price of the Insured Bonds or the marketability (liquidity) for the Insured Bonds.

The obligations of the Insurer are contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

ESTIMATED SOURCES AND USES OF FUNDS

The table that follows summarizes the estimated sources and uses of funds to be derived from the sale of the Series 2016 Bonds.

Sources:	
Principal Amount of Series 2016 Bonds	
Other Available Funds	
Net Original Issue Discount/Premium	
Total Sources	
Uses:	
Deposit to Project Fund	
Costs of Issuance[(1)]	
Total Uses	

(1) Includes premium for municipal bond insurance, if any, underwriter's discount, legal fees and miscellaneous costs of issuance.

DEBT SERVICE SCHEDULE

Fiscal Year Ending September 30	Series 2016 Bonds		Total Debt Service
	Principal	Interest	
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
Total			

PENSION AND OTHER POST EMPLOYMENT BENEFIT LIABILITIES

FRS Pension Plan

General. Employees of the City who elected to join (or participate) in the statewide Florida Retirement System ("FRS Pension Plan") as of March 1, 2009 and are employed by the City in a full-time regularly established position continue to participate in the FRS Pension Plan, a multiple-employer, cost sharing defined benefit plan. All rates, benefits and amendments are established by the State through its legislative body.

Contributions. The City contributed amounts to the FRS Pension Plan were $835,201, $907,923 and $622,364 for Fiscal Years ended 2015, 2014 and 2013, respectively, equal to the required contribution for each such year.

See "APPENDIX F- FRS PENSION PLAN AND HIS PROGRAM INFORMATION" hereto for information regarding the FRS Pension Plan and the health insurance subsidy (HIS) program. See also, Note IV C. Florida Retirement System, included in the Notes to Financial Statements in APPENDIX B hereto for the City's net pension liability for Fiscal Year ended September 30, 2015.

Defined Benefit Plans

In addition to the FRS Pension Plan, the City maintains three separate single employer defined benefit pension plans for firefighters, police and those full-time employees that did not elect to be in the FRS Pension Plan as of March 1, 2009.

Net Pension Liability for the general employees' pension plan, police officers' pension plan and firefighters' pension plan on September 30, 2015 was $4,134,248, $1,845,523 and $7,519,535, respectively. Such liabilities were determined by an actuarial valuation as of October 1, 2014 updated to September 30, 2015 using the following actuarial assumptions applied to all measurement periods:

	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
Inflation	3.00%	3.00%	3.00%
Salary Increases	6.50%	6.50%	5.00%
Discount Rate	7.40%	8.00%	8.00%
Investment Rate of Return	7.40%	8.00%	8.00%

See Note IV D. Retirement Commitments – Defined Benefit Plans and Employee Retirement Plans – Defined Benefit Plans, included in the Notes to Financial Statements in APPENDIX B hereto for more information regarding the City's defined benefit plans.

Other Post Employment Benefits (OPEB)

General. The City administers a single-employer defined benefit healthcare plan that provides medical insurance to its employees and their eligible dependents. The City is required to provide eligible retirees the opportunity to participate in this plan at the same cost that is applicable to active employees. Employees and their dependents may elect to remain in this plan upon retirement up to age 65. After age

65 the City's insurance coverage becomes secondary to the retiree's Medicare insurance. The plan has 121 retirees and spouses receiving benefits and has a total of 419 active participants and dependents.

Funding Policy. The City is funding the OPEB plan on a pay as you go basis. The City pays insurance premiums for medical, dental and vision incurred by pre-Medicare retirees at rates of 100% for retirees hired prior to January 14, 1992 and 50% for retirees hired after January 14, 1992. Regardless of their dates of hire, department directors, one deputy director, the city manager and the deputy (assistant) city manager receive 100% of the premium for life. These members are generally eligible for this benefit after ten years of employment with the City and having reached the age of 55. In all cases, retirees may purchase coverage for dependents at their expense. In addition to the explicit subsidies described above, there is an implied subsidy in the insurance premiums for all employees because the premium charged for retirees is the same as the premium charged for active employees who are younger than retirees on average.

For the Fiscal Year ended September 30, 2015, the City's contribution to the OPEB plan was $1,058,751 which included both an estimate of the implied subsidy and the explicit subsidy paid on behalf of eligible retirees.

Annual OPEB Cost and Net OPEB Obligation. The City's annual OPEB cost, amount contributed, percentage of annual OPEB cost contributed and net OPEB obligation for the Fiscal Years ended September 30, 2015, 2014 and 2013 were as follows:

	Annual OPEB Cost	Amount Contributed	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
9/30/2015	$2,536,044	$1,058,751	41.75%	$16,222,294
9/30/2014	$4,040,000	$1,161,000	28.74%	$14,745,000
9/30/2013	$3,812,000	$ 922,000	24.19%	$11,866,000

Funded Status and Funding Progress. The City is required to obtain an actuarial valuation at least every two years. The most recent actuarial valuation was performed as of October 1, 2014 and estimated the actuarial accrued liability for benefits as of October 1, 2014 to be $34,106,567, all of which is unfunded. The covered payroll was $19,107,681 and the ratio of unfunded actuarial accrued liability to the covered payroll was 178.5%.

See Note IV G. Other Post-Employment Benefits, included in the Notes to Financial Statements in APPENDIX B hereto for a description of the actuarial assumptions applied with respect to the City's actuarial accrued OPEB liability.

LEGAL MATTERS

Certain legal matters in connection with the validity of the Series 2016 Bonds and the issuance thereof by the City are subject to an approving legal opinion of Bryant Miller Olive P.A., Bond Counsel, whose approving opinion will be delivered concurrently with the issuance of the Series 2016 Bonds. The proposed text of the legal opinion of Bond Counsel is attached hereto as APPENDIX D. The actual legal opinion to be delivered may vary from the text of APPENDIX D, if necessary, to reflect facts and law on the date of delivery of the Series 2016 Bonds. The opinion will speak only as of its date and subsequent

distribution of it by recirculation of this Official Statement or otherwise shall not create any implication that subsequent to the date of the opinion, Bond Counsel has affirmed its opinion.

Certain legal matters will be passed on for the City by Garganese, Weiss & D'Agresta, P.A., City Attorney and Bryant Miller Olive P.A., Disclosure Counsel.

Bryant Miller Olive P.A. may, from time-to-time, serve as counsel to Stifel, Nicolaus & Company, Incorporated on matters unrelated to the issuance of the Series 2016 Bonds.

LITIGATION

There is no pending or, to the best of the City's knowledge, any threatened litigation against the City of any nature whatsoever, which in any way questions or affects the validity of the Series 2016 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the adoption of the Bond Resolution, or the pledge of the Pledged Revenues. Neither the creation, organization or existence, nor the title of the present members of the City Council, or other officers of the City is being contested.

Various suits in the ordinary course of operations are pending against the City. While the ultimate effect of such litigation cannot be ascertained at this time, in the opinion of the City Attorney, the liabilities that may arise from such actions would not result in losses that would exceed the liability insurance limits in effect at the time the claim arose or otherwise materially affect the financial position of the City or results of operations.

VALIDATION OF SERIES 2016 BONDS

On August 18, 2016, the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida entered a final judgment validating the Series 2016 Bonds. No appeal from the judgment was filed and the time for filing such an appeal has expired.

TAX MATTERS

General

The Code establishes certain requirements which must be met subsequent to the issuance of the Series 2016 Bonds in order that interest on the Series 2016 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2016 Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2016 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2016 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The City has covenanted in the Bond Resolution with respect to the Series 2016 Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2016 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2016 Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Series 2016 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals or corporations; however, interest on the Series 2016 Bonds may be subject to the federal alternative minimum tax when any Bond is held by a corporation. The federal alternative minimum taxable income of a corporation must be increased by seventy-five percent (75%) of the excess of such corporation's adjusted current earnings over its alternative minimum taxable income (before this adjustment and the alternative tax net operating loss deduction). "Adjusted Current Earnings" will include interest on the Series 2016 Bonds.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2016 Bonds. Prospective purchasers of Series 2016 Bonds should be aware that the ownership of Series 2016 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2016 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Series 2016 Bonds; (iii) the inclusion of interest on Series 2016 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Series 2016 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Series 2016 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the City, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2016 Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2016 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2016 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2016 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2016 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2016 Bonds and proceeds from the sale of Series 2016 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such Holder of Series 2016 Bonds. This

withholding generally applies if the Holder of Series 2016 Bonds (i) fails to furnish the payor such Holder's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such Holder's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such Holder is not subject to backup withholding. Prospective purchasers of the Series 2016 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2016 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2016 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2016 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2016 Bonds. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2016 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for, or marketability of, the Series 2016 Bonds.

Prospective purchasers of the Series 2016 Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2016 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2016 Bonds maturing on October 1, ____ (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for

federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the Series 2016 Bonds maturing on October 1, ____ (collectively, the "Premium Bonds"), and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities of the City except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Office of Financial Regulation within the Florida Financial Services Commission (the "FFSC"). Pursuant to administrative rulemaking, the FFSC has required the disclosure of the amounts and types of defaults, any legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the City, and certain additional financial information, unless the City believes in good faith that such information would not be considered material by a reasonable investor. The City is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor.

RATINGS

S&P Global Inc. ("S&P") has assigned its municipal bond rating of "____" to the Series 2016 Bonds. The rating reflects only the view of said rating agency and an explanation of the rating may be obtained only from said rating agency. There is no assurance that such rating will continue for any given period of time or that it will not be lowered or withdrawn entirely by the rating agency if in its judgment, circumstances so warrant. A downward change in or withdrawal of any of such rating may have an adverse effect on the market price of the Series 2016 Bonds. An explanation of the significance of the rating can be received from the rating agency at the following address: Standard & Poor's Ratings Services, 25 Broadway, New York, New York 10004.

FINANCIAL ADVISOR

Dunlap & Associates Inc., Winter Park, Florida, is serving as financial advisor to the City. The financial advisor has assisted in the preparation of the Official Statement, and in other matters relating to the planning, structuring and issuance of the Series 2016 Bonds, and has provided additional advice. Dunlap & Associates, Inc. is an SEC registered municipal advisor and is not engaged in the business of underwriting, marketing or trading of municipal securities or any other negotiable instruments.

FINANCIAL STATEMENTS

The Comprehensive Annual Financial Report of the City, at and for the Fiscal Year ended September 30, 2015, including the City's Financial Statements for such Fiscal Year and report thereon of the City's independent certified public accountants (the "Auditor"), has been included as APPENDIX B to this Official Statement as a matter of public record and the consent of the Auditor to include such documents was not requested. The Auditor was not requested to perform and has not performed any services in connection with the preparation of this Official Statement or the issuance of the Series 2016 Bonds.

UNDERWRITING

The Underwriter has agreed, subject to certain conditions, to purchase the Series 2016 Bonds from the City at an aggregate purchase price of $_____ (which includes a par amount of $_____, less a net original issue discount of $_____ and less an Underwriter's discount of $_____). The Underwriter's obligations are subject to certain conditions precedent, and it will be obligated to purchase all of the Series 2016 Bonds, if any Series 2016 Bonds are purchased. The Series 2016 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2016 Bonds into investment trusts) at prices lower than the public offering prices, and such public offering prices may be changed from time to time by the Underwriter.

ENFORCEABILITY OF REMEDIES

The remedies available to the Holders of the Series 2016 Bonds and the Insurer, if any, upon an event of default under the Bond Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by the Bond Resolution may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2016 Bonds will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The remedies granted to the Series 2016 Bondholders and the Insurer, if any, under the Bond Resolution do not include the power to accelerate the principal of the Series 2016 Bonds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the Series 2016 Bondholders to provide certain financial information and operating data relating to the City and the Series 2016 Bonds in each year, and

to provide notices of the occurrence of certain enumerated material events. The City has agreed to file annual financial information and operating data and the audited financial statements with each entity authorized and approved by the SEC to act as a repository (each a "Repository") for purposes of complying with Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934 (the "Rule"). Effective July 1, 2009, the sole Repository is the Municipal Securities Rulemaking Board.

The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "APPENDIX E – FORM OF CONTINUING DISCLOSURE CERTIFICATE" hereto. The Continuing Disclosure Certificate shall be executed by the City upon the issuance of the Series 2016 Bonds. The covenants in the Continuing Disclosure Certificate have been made in order to assist the Underwriter in complying with the continuing disclosure requirements of the Rule. With respect to the Series 2016 Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule.

With respect to a prior undertaking by the City to provide continuing disclosure in connection with its issuance of the Series 2007 Bonds, the City failed to timely file certain financial information and operating data for Fiscal Years 2011 and 2012 and failed to file notices of late filing with respect thereto. The City filed the information accompanied by a notice in July, 2013. The City has engaged Digital Assurance Corporation as its dissemination agent and intends to fully comply with its continuing disclosure obligations in the future.

CONTINGENCY OF FEES

The City has retained Bond Counsel, the Financial Advisor and Disclosure Counsel with respect to the authorization, sale, execution and delivery of the Series 2016 Bonds. Payment of the fees of such professionals and an underwriting discount to the Underwriter is contingent upon the issuance of the Series 2016 Bonds.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The references, excerpts, and summaries of all documents, statutes, and information concerning the City and certain reports and statistical data referred to herein do not purport to be complete, comprehensive and definitive and each such summary and reference is qualified in its entirety by reference to each such document for full and complete statements of all matters of fact relating to the Series 2016 Bonds, the security for the payment of the Series 2016 Bonds and the rights and obligations of the Holders thereof and to each such statute, report or instrument. Copies of such documents may be obtained from the office of the City Clerk, 65 Stone Street, Cocoa, Florida 32922 (321) 433-8484.

AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement has been duly authorized and approved by the City. At the time of delivery of the Series 2016 Bonds, the City will furnish a certificate to the effect that nothing has come to their attention which would lead them to believe that the Official Statement (other than information herein related to the Insurer, if any, the Policy, if any, DTC, the book-entry only system of registration and the information contained under the caption "TAX MATTERS" as to which no

certification will be made), as of its date and as of the date of delivery of the Series 2016 Bonds, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Official Statement is intended to be used, or which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

CITY OF COCOA, FLORIDA

By: _____
Mayor

By: _____
City Manager

APPENDIX A

GENERAL INFORMATION – CITY OF COCOA, FLORIDA

GENERAL INFORMATION – CITY OF COCOA, FLORIDA

General

The City of Cocoa, Florida (the "City" or "Cocoa") was incorporated as a village in 1895 and as a city in 1913. The City has a 2016 population of approximately 18,833. The City lies on the east coast midway between the cities of Titusville to the north and Melbourne to the south in central Brevard County. The City is located on the scenic Indian River Lagoon in east central Florida. With direct access to Interstate 95, US Highway 1, State Road 528 and State Road 520, Cocoa is positioned to take advantage of its close proximity to Port Canaveral, Orlando International Airport and Melbourne International Airport.

The City provides a wide range of services normally associated with a municipality. These services include police and fire protection; the construction and maintenance of highways, streets, and infrastructure (public works); community services; recreational services and cultural events.

Government Structure

The City operates under a charter adopted in 1988 and provides for a Council-City Manager form of government. The governing body is a five-member elected City Council comprised of a Mayor and four (4) Council Members. The City Council appoints the City Manager who is responsible for the administration of all City services.

Debt Statement

The following table is a summary of the City's outstanding debt for the Fiscal Year ended September 30, 2015.

Summary of the City's Outstanding Debt

	Governmental Activities		Business-type Activities		Total	
	2015	2014	2015	2014	2015	2014
Revenue bonds payable	$9,940,056	$10,471,857	$62,726,522	$65,037,304	$72,666,578	$75,509,161
Note payable	4,857,000	3,377,000	367,568	659,568	5,224,568	4,036,568
State revolving loans payable	--	--	23,691,581	25,501,731	23,691,581	25,501,731
Capital leases	--	--	--	--	--	--
Accrued claims payable	3,456,000	3,128,434	--	--	3,456,000	3,128,434
Net OPEB obligation	11,749,000	10,574,678	4,473,294	4,170,322	16,222,294	14,745,000
Compensated absences	1,479,468	1,500,251	696,528	614,581	2,175,996	2,114,832
Net pension liability	15,122,789	-	6,270,250	-	21,393,039	--
Total	$46,604,313	$29,052,220	$98,225,743	$95,983,506	$144,830,056	$125,035,726

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2015.

On November __, 2016, the City issued its Capital Improvement Refunding Revenue Bonds, Series 2016, which Bonds are not secured by a lien on the Fire Protection Assessments or Pledged Revenues.

Demographics

The following table provides population, personal income, per capita personal income and unemployment rate for the City and the Palm Bay-Melbourne-Titusville, Florida MSA (the "MSA") for Fiscal Years ended September 30, 2010 through and including 2015.

Demographic and Economic Statistics

Fiscal Year	Population City of Cocoa, Florida	Personal Income MSA	Per Capita Personal Income MSA	Per Capita Personal Income City of Cocoa, Florida[1]	Unemployment Rate MSA	Unemployment Rate City of Cocoa, Florida[1]
2010	16,686	$530,080,848	$31,768	$20,121	11.8%	9.9%
2011	17,238	577,156,338	33,482	21,405	11.6	13.0
2012	17,259	656,325,252	38,028	20,541	9.1	16.7
2013	17,443	693,708,110	39,770	20,350	7.9	16.4
2014	17,678	696,866,760	39,420	19,993	6.9	16.1[2]
2015	18,313	711,862,936	38,872	--	6.1	--

(1) Source, U.S. Census Bureau, American Fact Finder, DP03 Selected Economic Characteristics, information not available for 2015.

(2) See "THE CITY – Demographics" in the Official Statement.

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2015.

The following table provides population statistics for Brevard County (the "County"), Florida and the State of Florida for the period 2006 through and including 2015.

Brevard County and the State of Florida
Population

Year	Brevard County	Percentage Change	State of Florida	Percentage Change
2006	535,138	—	18,166,990	—
2007	539,718	0.9%	18,367,842	1.1%
2008	542,378	0.5	18,527,305	0.9
2009	542,109	(0.1)	18,652,644	0.7
2010	543,376	0.2	18,801,310	0.8
2011	544,323	0.2	19,105,533	1.6
2012	547,495	0.6	19,352,021	1.3
2013	551,148	0.7	19,594,467	1.3
2014	556,902	1.0	19,905,569	1.6
2015	568,088	2.0	20,271,272	1.8

Source: Florida Research and Economic Information Database Application.

The following table provides civilian labor force for the County and unemployment rates for the County, the State and the United States for the period 2006 through and including 2015.

Brevard County, Florida
Labor Force Summary

Year	Civilian Labor Force	Employment	Unemployment	Unemployment Rate		
				Brevard County	State of Florida	United States[1]
2006	265,618	256,936	8,682	3.3%	3.2%	4.6%
2007	265,782	254,099	11,683	4.4	4.0	4.6
2008	265,782	250,742	18,098	6.7	6.3	5.8
2009	268,840	238,983	27,772	10.4	10.4	9.3
2010	266,755	235,757	29,886	11.3	11.1	9.6
2011	265,213	236,336	28,877	10.9	10.0	8.9
2012	262,800	238,006	24,794	9.4	8.5	8.1
2013	258,796	237,243	21,553	8.3	7.3	7.4
2014	258,556	240,490	18,066	7.0	6.3	6.2
2015	257,684	242,562	15,122	5.9	5.4	--

(1) Information for the United States in 2015 is not available.
Source: Florida Research and Economic Information Database Application.

The following table provides the principal employers in the City for Fiscal Year ended September 30, 2015.

City of Cocoa
Principal Employers

Employer	Employees	% of Total Employment
Eastern Florida State College (Cocoa)	588	4.88%
City of Cocoa	430	3.57
Wal-Mart	315	2.62
Beyel Brothers Inc.	200	1.66
Kel-Tech Industries (Brevard Robotics, Inc.)	195	1.62
Department of Health and Rehab Services	185	1.54
Sam's Club	150	1.25
University of Central Florida (Cocoa)	150	1.25
Coastal Steel Inc.	145	1.20
Publix Super Markets	130	1.08

Source: Department of Finance, City of Cocoa, Florida.

The following table provides employment in the County by major industry group in 2015.

Brevard County, Florida
Employment by Major Industry Group

Industry	2015
Health Care and Social Assistance	30,234
Retail Trade	27,314
Accommodation and Food Service	21,923
Manufacturing	21,020
Education Services	14,481
Public Administration	13,922
Admin. Support, Waste Management, Remediation	12,466
Professional, Scientific & Technical Service	12,171
Construction	11,147
Other Services (Except Public Administration)	5,984
Total	170,662

Source: Florida Research and Economic Information Database Application.

Building Permits

The following table provides building permit values for Fiscal Years ended September 30, 2011 through and including 2015.

City of Cocoa
Building Permit Values

Fiscal Year Ended	Residential	Commercial
2011	$2,848,116	$499,000
2012	$842,277	$459,000
2013	$5,213,561	$1,222,436
2014	$9,241,809(1)	$6,377,366
2015	$19,117,456(1)	$6,310,000

(1) In Fiscal Year 2014, 64 apartment units were added and in Fiscal Year 2015, 84 apartment units were added and there was substantial construction in two single family subdivisions (Adamson Creek and Emerald Lakes).

Source: Department of Finance, City of Cocoa, Florida.

Education

The School District of Brevard County, Florida (the "District") and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, and operated by District school officials in accordance with Chapter 1001, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District's public schools. The School Board appoints the Superintendent of Schools as chief executive officer who is responsible for administration

and management. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District pursuant to Section 1010.01, Florida Statutes.

During its 2014-15 fiscal year, the District operated ninety-two schools, including fifty-five elementary, eleven middle, five junior/senior, eleven high schools, and sponsored ten charter schools. The District serves four adult education centers and two alternative learning centers. The majority of operating funds are received through a state funding formula that is intended to equalize funding, received from the state and local property taxes, between districts within the state. Charter schools operating though a contract with the District are provided with their proportionate share of these funds, based on the number of full-time equivalent students enrolled at the charter school. During fiscal year 2014-15, the District served 73,685 students and projects student membership to be 75,216 during the 2015-16 school year. The average age of the District's schools is forty-two years. The School Board is the tenth largest of sixty-seven districts in the state of Florida, the forty-eighth largest district in the nation, and is the single largest employer in Brevard County with over 8,800 employees.

Fiscal Policies

The Financial Operations Manual ("FOM") is a policy and procedural document for all of the financial functions of the City, including all of the financial policies approved by City Council. A debt management policy, fund balance reserve policy and investment policy are included in the FOM. The authority to issue and/or revise the FOM is reserved for the City Council and through the City Council's direction, the City Manager. The initial FOM was adopted by City Council on October 12, 2010, and has been revised from time to time, and as recently as August, 2015.

Debt Management Policy. The following is a summary of some of the components of the Debt Management Policy.

The purpose of the City's debt management policy is to manage the issuance of the City's debt obligations and maintain the City's ability to incur debt and other long-term obligations at favorable interest rates for capital improvements, facilities and equipment beneficial to the City and necessary for essential services. The City plans long and short-term debt issuance to finance its capital improvement program based on its cash flow needs, sources of revenue, capital construction periods, available financing instruments and market conditions. The Finance Director oversees and coordinates the timing and issuance process.

Criteria. The City will issue debt only for the purposes of acquiring or constructing capital improvements and for making major renovations to existing capital improvements for the good of the public. Exceptions to this rule will be considered on a case-by-case basis to determine if the contemplated debt is in the best interests of the City.

Limitations on Indebtedness. The policy requires the City to maintain a conservative debt position based on the above criteria. Pay-as-you-go and replacement programs will be utilized whenever feasible to avoid financing costs. Debt will be issued by the City only if the benefits outweigh the costs of the debt.

Structural Features of Debt. The City's debt management policy allows for the issuance of (i) taxable and tax-exempt obligations, (ii) variable rate and fixed rate bonds and (iii) insured and uninsured bonds, in each case with maturities that do not exceed the useful life of the financed project or equipment

and generally not extending beyond 30 years. The obligations may be secured by a surety or debt service reserve fund and have coverage requirements as shall be determined by the Finance Department in conjunction with the financing team. The policy further states that the City may seek judicial validation if deemed in the best interest of the City.

Credit Objectives. The City's goal is to maintain or improve its bond ratings. To that end, prudent financial management policies will be established and adhered to in all areas. Full disclosure of operations will be made to the bond rating agencies. The City will strive to achieve an underlying rating in the double "A" range from one or more of the major rating agencies.

Arbitrage Liability Management. It is the City's policy to minimize the cost of arbitrage rebate and yield restriction while strictly complying with applicable laws. Because of the complexity of arbitrage rebate regulations and the severity of non-compliance penalties, arbitrage calculations will be performed by qualified arbitrage professionals in strict adherence to applicable laws and regulations. These calculations will be done in accordance with required Internal Revenue Service reporting dates. The Finance Director or his/her designee is responsible for identifying the amount of unspent debt proceeds, including interest, which is on hand and, to the extent feasible, ensure that the oldest proceeds on hand are spent first.

Fund Balance Reserve Policy. The following is a summary of the some of the components of the Fund Balance Reserve Policy.

General. The objective of the Fund Balance Reserve Policy is to establish a fund balance reserve policy tailored to meeting the needs of the City and to insure against unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services. The policy ensures the City maintains adequate reserves in the City's various operating funds to provide the capacity to:

1. Provide sufficient cash flow for daily financial operations;
2. Secure and maintain investment grade bond ratings;
3. Offset significant economic downturns or revenue shortfalls; and
4. Provide funds for unforeseen expenditures related to emergencies.

Committed Reserves - Capital Reserve and Stabilization Reserve. The City Manager must establish a Capital Reserve and a Stabilization Reserve for each Fiscal Year. These reserves are calculated based on most recent audited financial statements. If the reserve amount remains the same, no further action is required. If the calculation changes the reserve amounts, City Council must approve the change by resolution. The reserves are appropriated by the City Manager and approved by City Council by resolution. Only the City Council can authorize expenditures out of these reserves and/or increase or decrease the reserve balances.

Capital Reserve. The City must attempt to maintain a reserve of no less than Five Hundred Thousand Dollars ($500,000.00). The Capital Reserve can be used to fund additional future capital projects. The goal is to fund future infrastructure and other one-time capital expenditures, such as capital projects and major capital equipment, not anticipated in the budget process or that cannot be entirely funded by current revenues.

Stabilization Reserve. The City targets a reserve of no less than $9,500,000 or 33% of the total operating expenditures reported in the prior year Comprehensive Annual Financial Report for the General Fund, whichever is greater. The Stabilization Reserve is designed to cover revenue shortfalls, unfunded mandates and any event which threatens the health, safety and welfare of the people or the fiscal stability of the City. The reserve may only be utilized in the event of such occurrences. In the case of revenue shortfalls, the use of the stabilization reserve should not exceed the decline in revenues. In the case of unanticipated expenditures due to unfunded mandates and threats to the health, safety and welfare of people or fiscal stability, the use of the stabilization reserve may not exceed the additional expense. The reserve must be used for unusual, one-time events and only if the shortfall or expenditure is more than 8% of the current year adopted budget for the General Fund.

All Other Funds. The various other governmental, enterprise and internal service funds of the City have vastly differing objectives, cash flows and revenue patterns. As a result, no one level of reserves is appropriate for them all. Therefore, the appropriate level of net assets in all of these funds will be determined by the City Manager on a case-by-case basis due to the specific needs of the fund.

Minimum Reserve Requirements. In the event the funds are not available to initially establish or replenish the minimum required balances, the target goals are achieved by adding a designated amount to the budget to cover the deficiency over a period not to exceed five years.

Utilization of Unassigned Fund Balance. The Unassigned Fund Balance may be utilized for any lawful purpose. It is recommended that first priority be given to utilizing the excess within the fund in which it was generated. In order to minimize the long term effect of such use, the excess is appropriated to fund one time expenditures or expenses that do not result in recurring operating costs or other one-time costs including the establishment of or increase in legitimate reservations or designation of fund balance or reservation of retained earnings in other funds.

Investment Policy. The following is a summary of some of the components of the Investment Policy.

General. The purpose of the Investment Policy is to set forth the investment objectives and parameters for the management of public funds of the City. The Policy is designed to safeguard the City's funds, ensure the availability of operating and capital funds when needed, and provide for an investment return competitive with comparable funds and financial market indices.

In accordance with Section 218.415, Florida Statues, the policy applies to all cash and investments held or controlled by the City with the exception of the City's funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, the policy does not apply to funds not under investment control of the City, such as the Police, Firefighters and the General Employees' Pension Funds. Cash and investment balances as defined in this section are entirely known as "Available Funds".

Investment Objectives. Investment Objectives are safety of principal, maintenance of liquidity, and return on investment.

Delegation of Authority. As designated by the City Council, the responsibility for providing oversight in regards to the management of the investment program resides with the Finance Director,

under the direction of the City Manager. The day to day management responsibility for all City funds in the long-term core investment program and investment transactions is delegated to the City's Investment Manager, who has been afforded discretionary authority in executing investment transactions, in accordance with the terms of the Investment Policy. The City Finance Department will be responsible for the investment of operating funds, operating reserves funds and bond proceeds.

Authorized Investment Institutions and Dealers. The Finance Director or designee and/or the City's Investment Manager may only purchase securities from Qualified Financial Institutions and investment institutions designated as Primary or Non-primary Securities Dealers by the Federal Reserve Bank of New York. The Finance Director or designee and/or the City's Investment Manager may only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Securities Dealers as designated by the Federal Reserve Bank of New York.

Maturity and Liquidity Requirements. To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines

Securities purchased by or on behalf of the City must have a final maturity of seven years or less from the date of purchase. The overall weighted average duration of principal return for the entire portfolio shall be less than three years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

B. Liquidity Requirements

In order to have an available source of funds to meet unexpected cash requirements, a minimum of two months operating expenses will be invested within an overnight investment vehicle such as an AAAm rated money market fund or open market securities rated AA or better and maturity of 60 days or less. The balance of the City's funds will be available for investment according to the guidelines incorporated within the Investment Policy.

Authorized Investments and Portfolio Composition. Investments should be made subject to the cash flow needs, and such cash flows are subject to revisions as market conditions and the City's needs change. The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines must be reviewed and revised periodically as necessary by the Finance Director or designee and/or the City's Investment Manager. The City has the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocation requirements for investment types and issuers are calculated based on the original cost of each investment. All investment allocation limits apply to the portfolio as a whole, not to the individual accounts within the portfolio. Investments not listed in the Investment Policy are prohibited. The following requirements do not apply to funds derived from the sale of debt.

A. THE FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND ("SBA")

1. Purchase Authorization

Florida Local Government Surplus Funds Trust Fund/Florida Prime ("SBA")

2. Portfolio Composition

A maximum of 25% of available funds may be invested in Florida Prime (SBA).

B. UNITED STATES GOVERNMENT SECURITIES

1. Purchase Authorization

Negotiable direct obligations or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

- Cash Management Bills
- Treasury Securities – State and Local Government Series ("SLGS")
- Treasury Bills, Treasury Notes, Treasury Bonds and Treasury Strips

2. Portfolio Composition

A maximum of 100% of available funds may be invested in the United States Government Securities with the exception of Treasury Strips which are limited to 10% of available funds.

3. Maturity Limitations

The maximum length to maturity of any direct investment in the United States Government Securities is seven (7) years from the date of purchase.

C. UNITED STATES GOVERNMENT AGENCIES

1. Purchase Authorization

Bonds, debentures, notes or callable issues or guaranteed by the United States Governments Agencies, provided such obligations are backed by the full faith and credit of the United States Government. This includes adjustable and fixed rate mortgage-backed securities. The adjustable interest rate securities are to only adjust to the US Treasury indices. Such securities will include, but not be limited to the following:

United States Export – Import Bank
-Direct obligations or fully guaranteed certificates of beneficial ownership
Farmer Home Administration
-Certificates of beneficial ownership
Federal Financing Bank
-Discount notes, notes and bonds
Federal Housing Administration Debentures
Government National Mortgage Association (GNMA)
-GNMA guaranteed mortgage-backed bonds
-GNMA guaranteed pass-through obligations
General Services Administration
United States Maritime Administration Guaranteed
-Title XI Financing
New Communities Debentures
-United States Government guaranteed debentures
United States Public Housing Notes and Bonds
-United States Government guaranteed public housing notes and bonds
United States Department of Housing and Urban Development
-Project notes and local authority bonds

2. Portfolio Composition

A maximum of 50% of available funds may be invested in United States Government Agencies.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested in individual United States Government Agencies.

4. Maturity Limitations

The maximum length to maturity for an investment in any United States Government Agency Security is seven (7) years from the date of purchase.

D. FEDERAL INSTRUMENTALITIES (UNITED STATES SPONSORED AGENCIES)

1. Purchase Authorization

Bonds, debentures, notes or callable issues or guaranteed by United States Government sponsored agencies (Federal Instrumentalities), which are non-full faith and credit agencies. This includes adjustable and fixed rate mortgage-backed securities. Sub-prime, Alt-A and other non-first lien mortgage securities are prohibited. Permitted adjustable interest rate securities are to only adjust to the US Treasury indices. These are limited to the following:

Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its City banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal Home Loan Mortgage Corporation participation certificates

2. Portfolio Composition

A maximum of 80% of available funds may be invested in Federal Instrumentalities.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested in any one issuer.

4. Maturity Limitations

The maximum length to maturity for an investment in any Federal Instrumentality security is seven years from the date of purchase. Mortgage backed securities will have average duration not greater than five years.

E. INTEREST BEARING TIME DEPOSIT OR SAVING ACCOUNTS

1. Purchase Authorization

Non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. Additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in non-negotiable interest bearing time certificates of deposit.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be deposited with any one issuer.

4. Limits on Maturities

The maximum maturity on any certificate shall be no greater than three (3) year from the date of purchase.

F. REPURCHASE AGREEMENTS

1. Purchase Authorization

a. Repurchase agreements composed of only those investments authorized in Section XII. B, C, and D. All firms are required to sign the City's Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Finance Director or designee and retained.

c. Securities authorized for collateral must have maturities less than five (5) years and with market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from the 102 percent requirement are permissible only upon the approval of the Finance Director or designee and/or the City's Investment Manager.

d. The overnight sweep arrangement shall adhere to the agreement between the City and the City's depository bank.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in repurchase agreements excluding one -business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one institution excluding one-business day agreements and overnight sweep agreements.

4. Limits on Maturities

The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

G. COMMERCIAL PAPER

1. Purchase Authorization

Commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and/or "A-1" by Standard & Poor's (prime commercial paper). If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least two nationally recognized rating agencies at the time of purchase.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on Individual Sectors

A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers

A maximum of 2% of available funds may be invested with any one issuer.

5. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

H. CORPORATE NOTES

1. Purchase Authorization

Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time or purchase, at a minimum "Aa" by Moody's and/or a minimum long term debt rating of "AA" by Standard & Poor's.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in corporate notes.

3. Limits on Individual Sectors

A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers

A maximum of 2% of available funds may be invested with any one issuer.

5. Maturity Limitations

The maximum length to maturity for corporate notes shall be (3) three years from the date of purchase.

I. ASSET BACKED SECURITIES

1. Purchase Authorization

Asset Backed Securities (ABS) issued by a corporation organized and operating within the United States by or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, of "Aaa" by Moody's and/or "AAA" by Standard & Poor's.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in Asset Backed Securities.

3. Limits on Individual Sectors

A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers

A maximum of 5% of available funds may be directly invested in any one issuer.

5. Maturity Limitations

A maximum length to maturity for Asset Backed Securities shall be three years from the date of purchase.

J. BANKERS' ACCEPTANCES

1. Purchase Authorization

Bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System if, at the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-1" Standard & Poor's.

2. Portfolio Composition

A maximum of 15% of available funds may be directly invested in Bankers' acceptances

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for Bankers' acceptances shall be 180 days from the date of purchase.

K. STATE AND/OR LOCAL GOVERNMENT TAXABLE AND/OR TAX-EXEMPT DEBT

1. Purchase Authorization

State and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and/or "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.

The City may purchase its own outstanding obligations with the agreement of the Finance Director, the City Manager, the Investment Manager and the City's Bond Counsel; as applicable and allowable by federal regulations.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in taxable and tax-exempt General Obligation bonds.

A maximum of 10% of available funds may be invested in taxable and tax-exempt Revenue and Excise Tax bonds of the various municipalities of the State of Florida, provided none of such securities have been in default within five (5) years prior to the date of purchase.

3. Maturity Limitations

A maximum length to maturity for an investment in any state or local government debt security is five years from the date of purchase.

L. REGISTERED INVESTMENT COMPANIES (MONEY MARKET MUTUAL FUNDS)

1. Investment Authorization

Shares in open-end, no-load provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. In addition, the share value of the money market funds must equal to $1.00.

2. Portfolio Composition

A maximum of 35% of available funds may be invested in money market funds.

3. Limits of Individual Issuers

A maximum of 15% of available funds may be invested with any one money market fund.

4. Rating Requirements

The money market funds shall be rated "AAAm" or "AAAm-G" or better by Standard & Poor's or the equivalent by another rating agency.

5. Due Diligence Requirements

A thorough review of any money market fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City's Investment Manager containing a list of questions covering the major aspects of any investment pool/fund.

M. INTERGOVERNMENTAL INVESTMENT POOL

1. Investment Authorization

Intergovernmental investment pools that are authorized pursuant to the Florida Inter-local Cooperation Act, as provided in Section 163.01, Florida Statutes and provided said funds contain no derivatives.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in intergovernmental investment pools.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City's Investment Manager containing a list of questions covering the major aspects of any investment pool/fund.

Derivatives and Reverse Repurchase Agreements. The City may not invest in investment products that include the use of derivatives. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. Reverse repurchase agreements are not permitted by the Policy.

Budgeting, Accounting and Auditing

It is the responsibility of the Finance Administration Division to prepare the annual budget calendar, provide information concerning the City's financial resources, and updated information. The Finance Administration Division will prepare the Personal Services portion of the budget (with the exception of overtime and various special pay accounts) through the use of the City's financial software. The Finance Administration Division provides assistance in the preparation of operating and capital requests. The Finance Administration Division reviews and coordinates all requests for review by the City Manager. Once the budget is complete, the Finance Administration Division prepares the document for submittal to the City Council. After adoption by City Council, the Finance Administration Division distributes the budget document to City Council, and the City Manager and ensures the information is available to all Department Directors, Division Managers and pertinent City Staff.

APPENDIX B

CITY OF COCOA, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR FISCAL YEAR ENDED SEPTEMBER 30, 2015

APPENDIX C

FORM OF BOND RESOLUTION

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX F

FRS PENSION PLAN AND HIS PROGRAM INFORMATION

FRS PENSION PLAN AND HIS PROGRAM INFORMATION

The information relating to the Florida Retirement System ("FRS") contained herein has been obtained from the FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Reports available at www.dms.myflorida.com/workforce_operations/retirement/publications/annual_reports and the Florida Comprehensive Annual Financial Reports available at www.myfloridacfo.com/division/aa/Reports/. No representation is made by the City as to the accuracy or adequacy of such information or that there has not been any material adverse change in such information subsequent to the date of such information.

Florida Retirement System Plan

Membership. FRS membership is compulsory for all employees filling a regularly established position in a state agency, county agency, state university, state community college, or district school board. Participation by cities, municipalities, special districts, charter schools, and metropolitan planning organizations, although optional, is generally irrevocable after election to participate is made. Members hired into certain positions may be eligible to withdraw from the FRS altogether or elect to participate in the non-integrated optional retirement programs in lieu of the FRS except faculty of a medical college in a state university who must participate in the State University System Optional Retirement Program.

There are five general classes of membership, as follows:

- *Regular Class* - Members of the FRS who do not qualify for membership in the other classes.
- *Senior Management Service Class (SMSC)* - Members in senior management level positions in state and local governments as well as assistant state attorneys, assistant statewide prosecutors, assistant public defenders, assistant attorneys general, deputy court administrators, and assistant capital collateral representatives. Members of the Elected Officers' Class may elect to withdraw from the FRS Pension Plan or participate in the SMSC in lieu of the Elected Officers' Class.
- *Special Risk Class* - Members who are employed as law enforcement officers, firefighters, firefighter trainers, fire prevention officers, state fixed-wing pilots for aerial firefighting surveillance, correctional officers, emergency medical technicians, paramedics, community-based correctional probation officers, youth custody officers (from July 1, 2001 through June 30, 2014), certain health-care related positions within state forensic or correctional facilities, or specified forensic employees of a medical examiner's office or a law enforcement agency, and meet the criteria to qualify for this class.
- *Special Risk Administrative Support Class* - Former Special Risk Class members who are transferred or reassigned to nonspecial risk law enforcement, firefighting, emergency medical care, or correctional administrative support positions within an FRS Pension Plan special risk-employing agency.
- *Elected Officers' Class (EOC)* - Members who are elected state and county officers and the elected officers of cities and special districts that choose to place their elected officials in this class.

Beginning July 1, 2001, through June 30, 2011, the FRS Pension Plan provided for vesting of benefits after six years of creditable service for members initially enrolled during this period. Members not actively working in a position covered by the FRS Pension Plan on July 1, 2001, must return to covered employment for up to one work year to be eligible to vest with less service than was required

under the law in effect before July 1, 2001. Members initially enrolled on or after July 1, 2001, through June 30, 2011, vest after six years of service. Members initially enrolled on or after July 1, 2011, vest after eight years of creditable service. Members are eligible for normal retirement when they have met the requirements listed below. Early retirement may be taken any time after vesting within 20 years of normal retirement age; however, there is a 5% benefit reduction for each year prior to the normal retirement age.

- *Regular Class, Senior Management Service Class, and Elected Officers' Class Members* – For members initially enrolled in the FRS Pension Plan before July 1, 2011, six or more years of creditable service and age 62, or the age after completing six years of creditable service if after age 62. Thirty years of creditable service regardless of age before age 62. For members initially enrolled in the FRS Pension Plan on or after July 1, 2011, eight or more years of creditable service and age 65, or the age after completing eight years of creditable service if after age 65. Thirty-three years of creditable service regardless of age before age 65.
- *Special Risk Class and Special Risk Administrative Support Class Members* – For members initially enrolled in the FRS Pension Plan before July 1, 2011, six or more years of Special Risk Class service and age 55, or the age after completing six years of Special Risk Class service if after age 55. Twenty-five years of special risk service regardless of age before age 55. A total of 25 years of service including special risk service and up to four years of active duty wartime service and age 52. Without six years of Special Risk Class service, members of the Special Risk Administrative Support Class must meet the requirements of the Regular Class. For members initially enrolled in the FRS Pension Plan on or after July 1, 2011, eight or more years of Special Risk Class service and age 60, or the age after completing eight years of Special Risk Class service if after age 60. Thirty years of special risk service regardless of age before age 60. Without eight years of Special Risk Class service, members of the Special Risk Administrative Support Class must meet the requirements of the Regular Class.

Benefits. Benefits under the FRS Pension Plan are computed on the basis of age, average final compensation, creditable years of service, and accrual value by membership class. Members are also eligible for in-line-of-duty or regular disability and survivors' benefits. Pension benefits of retirees and annuitants are increased each July 1 by a cost-of-living adjustment. If the member is initially enrolled in the FRS Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. FRS Pension Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

The Deferred Retirement Option Program (DROP) became effective July 1, 1998, subject to provisions of Section 121.091(13), Florida Statutes. FRS Pension Plan members who reach normal retirement are eligible to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in the DROP for a maximum of 60 months. Authorized instructional personnel may participate in the DROP for up to 36 additional months beyond their initial 60-month participation period. Monthly retirement benefits remain in the FRS Trust Fund during DROP participation and accrue interest. As of June 30, 2015, the FRS Trust Fund projected $3,119,220,735 in accumulated benefits and interest for 34,829 current and prior participants in the DROP.

Administration. The Department of Management Services, Division of Retirement administers the FRS Pension Plan. The State Board of Administration (the "SBA") invests the assets of the FRS Pension Plan held in the FRS Trust Fund. Costs of administering the FRS Pension Plan are funded from earnings on investments of the FRS Trust Fund. Reporting of the FRS Pension Plan is on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when the obligation is incurred.

Contributions. All participating employers must comply with statutory contribution requirements. Section 121.031(3), Florida Statutes, requires an annual actuarial valuation of the FRS Pension Plan, which is provided to the Legislature as guidance for funding decisions. Employer and employee contribution rates are established in Section 121.71, Florida Statutes. Employer contribution rates under the uniform rate structure (a blending of both the FRS Pension Plan and Investment Plan rates) are recommended by the actuary but set by the Legislature. Statutes require that any unfunded actuarial liability ("UAL") be amortized within 30 plan years. Pursuant to Section 121.031(3)(f), Florida Statutes, any surplus amounts available to offset total retirement system costs are to be amortized over a 10-year rolling period on a level-dollar basis. The balance of legally required reserves for all defined benefit pension plans at June 30, 2015, was $148,454,681,903. These funds were reserved to provide for total current and future benefits, refunds, and administration of the FRS Pension Plan.

Effective July 1, 2011, both employees and employers required to make contributions to establish service credit for work performed in a regularly established position. Effective July 1, 2002, the Florida Legislature established a uniform contribution rate system for the FRS, covering both the FRS Pension Plan and the FRS Investment Plan. The uniform rates for State Fiscal Year 2014-15 are as follows:

Membership Class	Employee Contribution Rate	Employer Contribution Rate(1)	Total Contribution Rate
Regular	3.00%	6.07%	9.07%
Special Risk	3.00	18.52	21.52
Special Risk Administrative Support	3.00	40.77	43.77
Elected Officers – Judges	3.00	31.87	34.87
Elected Officers - Legislators/Attorneys/Cabinet	3.00	44.96	47.96
Elected Officers - County	3.00	41.94	44.94
Senior Management Service	3.00	19.84	22.84
Deferred Retirement Option Program	N/A	11.02	11.02

(1) These rates include the normal cost and unfunded actuarial liability contributions but do not include the 1.26% contribution for the HIS and the fee of 0.04% for administration of the FRS Investment Plan and provision of educational tools for both plans.

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Pension Amounts for the FRS Pension Plan.

Schedule of Changes in Net Pension Liability and Related Ratios[1]
(in thousands)

Total Pension Liability	June 30, 2014	June 30, 2015
Service cost	$2,256,738	$2,114,047
Interest on total pension liability	11,489,921	11,721,563
Effect of plan changes	0	0
Effect of economic/demographic (gains) or losses	(448,818)	1,620,863
Effect of assumption changes or inputs	1,256,045	0
Benefit payments	(8,714,251)	(10,201,501)
Net change in total pension liability	5,839,635	5,254,972
Total pension liability, beginning	150,276,128	156,115,763
Total pension liability, ending (a)	$156,115,763	$161,370,735
Fiduciary Net Position		
Employer contributions	$2,190,424	$2,438,085
Member contributions	682,507	698,304
Investment income net of investment expenses	22,812,286	5,523,287
Benefit payments	(8,714,250)	(10,201,500)
Administrative expenses	(18,352)	(18,074)
Net change in plan fiduciary net position	16,952,615	(1,559,898)
Fiduciary net position, beginning	133,061,677	150,014,292
Fiduciary net position, ending (b)	$150,014,292	$148,454,394
Net pension liability, ending = (a) – (b)	$6,101,471	$12,916,341
Fiduciary net position as a % of total pension liability	96.09%	92.00%
Covered payroll[2]	$24,723,565	$32,726,034
Net pension liability as a % of covered payroll	24.68%	39.47%

[1] This schedule will fill in to a ten-year schedule as results for new Fiscal Years are calculated.

[2] For June 30, 2014, covered payroll shown includes defined benefit plan actives and members in DROP, but excludes the payroll for FRS Invest Plan members and payroll on which only UAL rates are charged. For June 30, 2015, and later, covered payroll shown includes the payroll for FRS Investment Plan members and payroll on which only UAL rates are charged.

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Actuarial Methods and Assumptions for the FRS Pension Plan. The total pension liability was determined by an actuarial valuation as of the valuation date of July 1, 2015, calculated based on the discount rate and actuarial assumptions below:

	June 30, 2014	June 30, 2015
Discount rate	7.65%	7.65%
Long-term expected rate of return, net of investment expense	7.65%	7.65%
Bond Buyer General Obligation 20-Bond Municipal Bond Index	N/A	N/A

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees in the determining the projected depletion date. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

The actuarial assumptions used to determine the total pension liability as of June 30, 2015, were based on the results of an actuarial experience study for the period July 1, 2008 - June 30, 2013.

Valuation Date	July 1, 2015
Measurement Date	June 30, 2015
Asset Valuation Method	Fair Market Value
Inflation	2.60%
Salary increase including inflation	3.25%
Mortality	Generational RP-2000 with Projection Scale BB
Actuarial cost method	Individual Entry Age Normal

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Sensitivity Analysis for the FRS Pension Plan. The following presents the net pension liability of the FRS, calculated using the discount rate of 7.65%, as well as what the FRS's net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.65%) or one percentage point higher (8.65%) than the current rate.

	1% Decrease 6.65%	Current Discount Rate 7.65%	1% Increase 8.65%
Total pension liability	$181,923,555,126	$161,370,735,088	$144,267,412,898
Fiduciary net position	148,454,393,902	148,454,393,902	148,454,393,902
Net pension liability	$33,469,161,224	$12,916,341,186	$4,186,981,004)

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Retiree Health Insurance Subsidy

The Retiree Health Insurance Subsidy ("HIS") Program is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of state-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Department of Management Services. For the Fiscal Year ended June 30, 2015, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of creditable service completed at the time of retirement multiplied by $5. The payments are at least $30 but not more than $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under a state-administered retirement system must provide proof of health insurance coverage, which can include Medicare.

The HIS Program is funded by required contributions from FRS participating employers as set by the Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the Fiscal Year ended June 30, 2015, the contribution rate was 1.26% of payroll pursuant to Section 112.363, F.S. The state contributed 100% of its statutorily required contributions for the current and preceding two years. HIS contributions are deposited in a separate trust fund from which HIS payments are authorized. HIS benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, the legislature may reduce or cancel HIS payments.

[Remainder of page intentionally left blank]

Pension Amounts for the HIS.

Schedule of Changes in Net Pension Liability and Related Ratios[(1)]
(in thousands)

Total Pension Liability	June 30, 2014	June 30, 2015
Service cost	$190,371	$217,519
Interest on total pension liability	409,907	405,441
Effect of plan changes	0	0
Effect of economic/demographic (gains) or losses	0	0
Effect of assumption changes or inputs	386,383	607,698
Benefit payments	(407,276)	(425,086)
Net change in total pension liability	579,385	805,572
Total pension liability, beginning	8,864,244	9,443,629
Total pension liability, ending (a)	$9,443,629	$10,249,201
Fiduciary Net Position		
Employer contributions	$342,566	$382,454
Member contributions	0	0
Investment income net of investment expenses	219	208
Benefit payments	(407,275)	(425,085)
Administrative expenses	(54)	(188)
Net change in plan fiduciary net position	(64,544)	(42,611)
Fiduciary net position, beginning	157,929	93,385
Fiduciary net position, ending (b)	93,385	50,774
Net pension liability, ending = (a) – (b)	$9,350,244	10,198,427
Fiduciary net position as a % of total pension liability	0.99%	0.50%
Covered payroll	29,676,340	30,340,449
Net pension liability as a % of covered payroll	31.51%	33.61%

(1) This schedule will fill in to a ten-year schedule as results for new Fiscal Years are calculated.

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Actuarial Methods and Assumptions for the HIS. The total pension liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below, and then was projected to the measurement date. Any significant changes during this period have been reflected as prescribed by GASB 67. The same demographic and economic assumptions that were used in the Florida Retirement System Actuarial Valuation as of July 1, 2014 ("funding valuation") were used for the HIS program, unless otherwise noted. In a given membership class and tier, the same assumptions for both FRS Investment Plan members and for FRS Pension Plan members were used.

	June 30, 2014	June 30, 2015
Discount rate	4.29%	3.80%
Long-term expected rate of return, net of investment expense	N/A	N/A
Bond Buyer General Obligation 20-Bond Municipal Bond Index	4.29%	3.80%

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

In general, the discount rate for calculating the total pension liability under GASB 67 is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor. In September 2014, the Actuarial Assumptions Conference adopted the Bond Buyer General Obligation 20-Bond Municipal Bond Index as the applicable municipal bond index. The discount rate used in the 2014 valuation was updated from 4.29% to 3.80%, reflecting the change in the Bond Buyer General Obligation 20- Bond Municipal Bond Index as of June 30, 2015.

The actuarial assumptions used to determine the total pension liability as of June 30, 2015, were based on the results of an actuarial experience study for the period July 1, 2008 - June 30, 2013.

Valuation Date	July 1, 2014
Measurement Date	June 30, 2015
Asset Valuation Method	Fair Market Value
Discount rate (municipal bond rate)	3.80%
Inflation	2.60%
Salary increase including inflation	3.25%
Mortality	Generational RP-2000 with Projection Scale BB
Actuarial cost method	Individual Entry Age

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015.

Sensitivity Analysis for the HIS. The following presents the net pension liability of the HIS, calculated using the discount rate of 3.80%, as well as what the HIS's net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.80%) or one percentage point higher (4.80%) than the current rate.

	1% Decrease 2.80%	Current Discount Rate 3.80%	1% Increase 4.80%
Total pension liability	$11,671,407,115	$10,249,201,290	$9,063,295,120
Fiduciary net position	50,774,315	50,774,315	50,774,315
Net pension liability	$11,620,632,800	$10,198,426,975	$9,012,520,805

Source: Florida Retirement System Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2015

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Cocoa, Florida (the "City") in connection with the issuance of its $_____ Fire Protection Assessment Revenue Bonds, Series 2016 (the "Series 2016 Bonds"). The Series 2016 Bonds are being issued pursuant to the Constitution and laws of the State of Florida, including Chapters 166, Parts II and III, Florida Statutes, other applicable provisions of law, each as amended, and pursuant and subject to the terms and conditions of Resolution No. 2016-45 duly adopted by the City Council of the City (the "City Council") on April 26, 2016, as amended and restated by Resolution No. 2016-__, duly adopted by the City Council on November 8, 2016.

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and Beneficial Owners (defined below) of the Series 2016 Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the Digital Assurance Certification (“DAC”), or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at http://www.emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the

supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the City, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2016 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity or credit facilities).

"Participating Underwriters" shall mean the original underwriters of the Series 2016 Bonds required to comply with the Rule in connection with offering of the Series 2016 Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The City shall, or shall cause the Dissemination Agent to, provide to each Repository, in electronic format as prescribed by such Repository, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Beginning with the fiscal year ending September 30, 2016 with respect to the report for the 2015-2016 fiscal year, each Annual Report shall be filed by not later than (i) June 30 following the end of the prior fiscal year or (ii) if the audited financial statements of the City have not been accepted by the City Council by June 30, thirty (30) days following the date on which the audited financial statements of the City are accepted by the City Council, but in no event later than September 30. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of

this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If on the fifteenth (15th) day prior to the annual filing date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City by telephone and in writing (which may be by e-mail) to remind the City of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the City shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report no later than two (2) business days prior to the annual filing date, or (ii) instruct the Dissemination Agent in writing that the City will not be able to file the Annual Report within the time required under this Disclosure Certificate, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a failure to file has occurred and to immediately send a notice to the Repository in substantially the form attached as Exhibit A, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth as Exhibit B.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each Repository;

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing each Repository to which it was provided; and

(iii) if the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file shall have occurred and the City irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth as Exhibit B.

SECTION 4. CONTENT OF ANNUAL REPORTS. The City's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated _____, 2016 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Updates of the historical financial data set forth in the Official Statement in the following tables:

1. RESPONSE READINESS BENEFIT COST POOL
2. LOSS OF STRUCTURES BENEFIT COST POOL
3. HISTORICAL FIRE PROTECTION ASSESSMENTS
4. ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
5. PROPERTY TAX LEVIES AND COLLECTIONS
6. PRINCIPAL PROPERTY TAXPAYERS

The information provided under Section 4(b) may be included in the financial statements of the City or by specific reference to documents, including official statements of debt issues of the City or related public entities, which are available to the public on the Repository's Internet Website or filed with the Securities and Exchange Commission.

The City reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City; provided that the City agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2016 Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2016 Bonds, or other material events affecting the tax status of the Series 2016 Bonds;

7. modifications to rights of the holders of the Series 2016 Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Series 2016 Bonds, if material;

11. ratings changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. appointment of a successor or additional trustee or the change of name of a trustee, if material; and

15. notice of any failure on the part of the City to meet the requirements of Section 3 hereof.

(b) The notice required to be given pursuant to paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;
(b) the period covered by any annual financial information, financial statement or other financial information or operational data;
(c) the issues or specific securities to which such documents are related (including CUSIPs, City name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
(d) the name of any Obligated Person other than the City;
(e) the name and date of the document being submitted; and
(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2016 Bonds, so long as there is no remaining liability of the City, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Series 2016 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be DAC.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2016 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Series 2016 Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Series 2016 Bonds.

Notwithstanding the foregoing, the City shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the City set forth herein constitute a contract with the holders of the Series 2016 Bonds. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Series 2016 Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2016 Bonds.

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Series 2016 Bonds, and shall create no rights in any other person or entity.

Dated as of _____, 2016

CITY OF COCOA, FLORIDA

(SEAL)

By: _____
Mayor

Attested and Countersigned:

By: _____
City Clerk

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

City: City of Cocoa, Florida

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate. [The City has notified the Dissemination Agent that it anticipates that the Annual Report will be filed by_____].

Dated:_____

[Dissemination Agent]

_____

cc:

EXHIBIT B
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

City's and/or Other Obligated Person's Name:

_____

City's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the Series 2016 Bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11._____"Rating changes;"
12._____"Tender offers;"
13._____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14._____"Merger, consolidation, or acquisition of the obligated person, if material;" and
15._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the City or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Date:

$_____
CITY OF COCOA, FLORIDA
FIRE PROTECTION ASSESSMENT REVENUE BONDS, SERIES 2016

PURCHASE CONTRACT

_____ ___, 2016

City Council of City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Ladies and Gentlemen:

On the basis of the representations, warranties, and covenants, and upon the terms and conditions, contained in this Purchase Contract (the "Contract"), the undersigned, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), offers to enter into this Contract with the City of Cocoa, Florida (the "Issuer"), subject to written acceptance hereof by the Issuer at or before 7:00 p.m., New York time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the $_____ aggregate principal amount of the City of Cocoa, Florida Fire Protection Assessment Revenue Bonds, Series 2016 (the "Series 2016 Bonds"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Issuer, but rather is acting solely in its capacity as Underwriter for its own account.

The Series 2016 Bonds shall be dated as of the date of their delivery, and shall be payable in the years and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2016 Bonds is payable semi-annually on April 1 and October 1 of each year, commencing April 1, 2017. The purchase price for the Series 2016 Bonds shall be $_____ (representing the par amount of the Series 2016 Bonds of $_____ [plus/less a net bond premium/original issue discount of $_____ and] less an Underwriter's discount of $_____).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

The Series 2016 Bonds are payable from and secured, on a parity with any Additional Bonds hereafter issued, by a pledge of and lien upon (i) the Fire Protection Assessments and (ii) until applied in accordance with the provisions of the hereinafter-defined Bond Resolution, all

moneys on deposit in the Debt Service Fund and the Project Fund established under the Bond Resolution (collectively, the "Pledged Revenues").

The Series 2016 Bonds are being issued pursuant to the Constitution and laws of the State of Florida (the "State"), Chapter 166, Parts II and III, Florida Statutes, and other applicable provisions of law and Resolution No. 2016-45 duly adopted by the City Council of the City (the "City Council") on April 26, 2016, as amended and restated by Resolution No. 2016-__, duly adopted by the City Council on October 25, 2016 (collectively, the "Bond Resolution"). All capitalized terms not defined herein shall have the meanings ascribed thereto in the Bond Resolution.

The Series 2016 Bonds are being issued by Issuer for the purposes of, together with other available funds of the Issuer, (i) financing a portion of the acquisition and construction of three (3) fire station facilities and other equipment of the City relating to fire protection and suppression services (the "Project"), and (ii) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds[, including without limitation premium on a municipal bond insurance policy (the "Policy") from _____ (the "Insurer")].

2. Delivery of Official Statement and Other Documents.

(a) Prior to the date hereof, the Issuer has provided to the Underwriter for its review the Preliminary Official Statement dated October ___, 2016 that the Issuer deemed "final" as required by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule") as of its date (the "Preliminary Official Statement"), except for certain permitted omissions (the "Permitted Omissions"), as contemplated by the Rule in connection with the pricing of the Series 2016 Bonds. The Underwriter has reviewed the Preliminary Official Statement prior to the execution of this Contract. The Issuer hereby confirms that the Preliminary Official Statement was "final" as of its date, except for the Permitted Omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof, and at least three (3) business days prior to the date the Series 2016 Bonds are delivered to the Underwriter, or within such other period as may be prescribed by the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer, the number of copies, in form and substance satisfactory to the Underwriter, of the final Official Statement (the "Official Statement") that the Underwriter shall notify the Issuer is reasonably necessary. "Reasonably necessary" shall mean, at a minimum, the number that shall be sufficient to enable the Underwriter to comply with the requirements of Rule 15c2-12, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Official Statement with the MSRB's Electronic Municipal Market Access System ("EMMA") at http://emma.msrb.org portal.

The Issuer authorizes, or ratifies as the case may be, the use and distribution by the Underwriter of the Preliminary Official Statement, the Official Statement and the Bond Resolution in connection with the public offering and sale of the Series 2016 Bonds. The

Underwriter agrees that it will not confirm the sale of any Series 2016 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement.

(c) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person on EMMA (but in no case less than 25 days following the end of the underwriting period), if any event occurs which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the Issuer, at its expense (unless such event was caused by the Underwriter), promptly will prepare an appropriate amendment or supplement thereto (and file or cause, to be filed, the same with EMMA, and mail such amendment or supplement to each registered owner of Series 2016 Bonds) so that the statements in the Official Statement as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its reasonable opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2016 Bonds are hereinafter included within the term "Official Statement." Unless the Underwriter shall provide written notice to the Issuer on November ___, 2016 (date of the "Closing") that the Underwriter retains directly, or as a member of an underwriting syndicate, an unsold balance of the Series 2016 Bonds, the end of the underwriting period shall be the date of Closing, but in no event later than 90 days after the Closing.

3. Representations of the Underwriter. The Underwriter is duly authorized to execute this Contract. Neither the Underwriter nor any "persons" or "affiliate" thereof has been on the "convicted vendor list" during the past 36 months as all such terms are defined in Section 287.133, Florida Statutes.

4. Public Offering. The Underwriter agrees to make a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) of all of the Series 2016 Bonds at not in excess of the initial public offering price or prices (or not below the yields) set forth on the inside cover page of the Official Statement. If such public offering does not result in the sale of all the Series 2016 Bonds, the Series 2016 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2016 Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter.

The Underwriter agrees to deliver a certificate of the Underwriter at the Closing in substantially the form attached hereto as Exhibit C.

5. Good Faith Deposit. The Underwriter has delivered herewith to the Issuer a check for $_____ (_____ Hundred _____ Thousand and 00/00 Dollars) payable to the order of the Issuer. In the event that the Issuer does not accept this offer, such check shall be

immediately returned to the Underwriter. If the offer made hereby is accepted, the Issuer agrees to hold this check uncashed until the Closing as security for the performance by the Underwriter of its obligation to accept and pay for the Series 2016 Bonds at the Closing, and, in the event of its compliance with such obligation, such check shall be returned to the Underwriter at the Closing. In the event the Issuer fails to deliver the Series 2016 Bonds at the Closing, or if the Issuer shall be unable to satisfy the conditions of Closing contained herein, or if the obligations of the Underwriter are terminated for any reason permitted by this Contract, such check shall be immediately returned to the Underwriter, and such return shall constitute a full release and discharge of all claims by the Underwriter arising out of the transactions contemplated hereby, except that the obligations of the Issuer and the Underwriter set forth in Paragraph 10 hereof shall continue in full force and effect. In the event that the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Series 2016 Bonds at the Closing, such check shall be retained by the Issuer as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriter and such retention shall constitute a full release and discharge of all claims by the Issuer against the Underwriter arising out of the transactions contemplated hereby, except that the obligations of the Issuer and the Underwriter set forth in Paragraph 10 hereof shall continue in full force and effect.

6. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees:

(a) The Issuer is a municipal corporation, duly organized and validly existing pursuant to the Constitution and laws of the State and is authorized and empowered by law to issue, sell and deliver the Series 2016 Bonds to the Underwriter as described herein; to provide funds, together with other legally available funds, to undertake the Project; to levy and collect the Fire Protection Assessments pursuant to Ordinance No. 20-2006, enacted by the Issuer on May 9, 2006 (the "Assessment Ordinance") and Resolution Nos. 2013-085, 2015-047 and 2015-57, adopted by the Issuer on _____, 2013, _____, 2015 and September 8, 2015 (together with any subsequent Annual Rate Resolutions, collectively, the "Assessment Resolutions"); to accept this Contract; [to execute and deliver any insurance agreement between the Issuer and a municipal bond insurance provider;] to execute the Continuing Disclosure Certificate dated as of the date of the Closing (or such other date as determined by the Issuer), substantially in the form attached to the Preliminary Official Statement (the "Continuing Disclosure Certificate"); to execute the Official Statement; and to carry out and consummate all other transactions contemplated by the Official Statement and by each of the aforesaid documents, agreements, resolutions and ordinances.

(b) By official action of the Issuer taken prior to or concurrently with the acceptance hereof, the Issuer has duly enacted the Assessment Ordinance and has duly adopted the Assessment Resolutions and the Bond Resolution, and the Assessment Ordinance, the Assessment Resolutions and the Bond Resolution are in full force and effect and have not been amended, modified or rescinded; the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of its obligations contained in the Series 2016 Bonds, the Continuing Disclosure Certificate and this Contract, and the consummation by it of all other transactions contemplated by the Assessment Ordinance, the Assessment Resolutions, the Bond Resolution, the Official Statement, the Continuing Disclosure Certificate and this Contract to have been performed

or consummated at or prior to the date of Closing, and the Issuer is in compliance with the provisions of the Assessment Ordinance, the Assessment Resolutions and the Bond Resolution.

(c) When delivered to the Underwriter in accordance with the terms of this Contract, the Series 2016 Bonds and the Continuing Disclosure Certificate will have been duly and validly authorized, executed, issued and delivered, the Bond Resolution will have been duly adopted, and each such instrument will constitute a legal, valid and binding limited obligation of the Issuer enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency or other laws affecting creditors' rights and remedies generally and to general principles of equity, and will be entitled to the benefits of the Bond Resolution; and the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Series 2016 Bonds, the legally valid and binding pledge of and lien on the Pledged Revenues that it purports to create, as set forth in the Bond Resolution.

(d) Except as described in the Official Statement, the Issuer is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, or any agency or department of either, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties or other assets is otherwise subject, and, to the best knowledge of the Issuer, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the Issuer including the Issuer's receipt of the Pledged Revenues in the amounts contemplated by the Official Statement; and the execution and delivery of the Series 2016 Bonds, the Continuing Disclosure Certificate, and this Contract and the enactment or adoption, as applicable, of the Assessment Ordinance, the Assessment Resolutions and the Bond Resolution and compliance with the provisions on the Issuer's part contained in each, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the Issuer under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2016 Bonds and the Bond Resolution.

(e) The Issuer is not and has not been in default on any obligations issued or guaranteed by the City at any time on or after December 31, 1975.

(f) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the financial condition of the Issuer, the Issuer's receipt of the Pledged Revenues, or the due performance by the Issuer of its obligations under this Contract, the Assessment Ordinance, the Assessment Resolutions, the Bond Resolution, the Continuing Disclosure

Certificate and the Series 2016 Bonds have been, or prior to the Closing will have been, duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2016 Bonds or approvals, consents and orders: (i) described in the Official Statement as not having been obtained, or (ii) customarily granted in due course after application therefor and expected to be obtained without material difficulty or delay.

(g) The Series 2016 Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein and in accordance with the provisions of the Bond Resolution, will be legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms and the terms of the Bond Resolution (subject to and limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws in each case relating to or affecting the enforcement of creditor's rights generally, and other general principles of equity), and the Bond Resolution will provide, for the benefit of the holders from time to time of the Series 2016 Bonds, a legally valid and binding pledge of and lien on the Pledged Revenues, subject to the provisions of the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(h) The Issuer has reviewed the information in the Preliminary Official Statement, except for the information provided by The Depository Trust Company ("DTC") [and the Insurer], as to which no view is expressed. The Preliminary Official Statement was, as of the date thereof, and the Official Statement is and at all times subsequent hereto up to and including the date of the Closing will be, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, any amendments or supplements to the Official Statement prepared and furnished by the Issuer pursuant hereto will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The descriptions of the Series 2016 Bonds, the Bond Resolution, the Assessment Ordinance, the Assessment Resolutions and the Continuing Disclosure Certificate contained in the Preliminary Official Statement and the Official Statement are true and accurate in all material respects.

(j) Except as disclosed in the Preliminary Official Statement and the Official Statement, since September 30, 2015, the Issuer will not have incurred any material liabilities, direct or contingent, or entered into any transaction which is material to potential holders of the Series 2016 Bonds, in each case other than in the ordinary course of its business, and there shall not have been any material adverse change in the condition, financial or otherwise, of the Issuer or its properties or other assets.

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency or public board or body, pending or, to the best knowledge of the Issuer, threatened, against or affecting the Issuer or the titles of its

officers to their respective offices, or which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2016 Bonds or the collection or pledge of the Pledged Revenues pledged to pay the principal of and interest on the Series 2016 Bonds, or which in any way contests or affects the validity or enforceability of the Series 2016 Bonds, the Bond Resolution, the Assessment Ordinance, the Assessment Resolutions, this Contract and the Continuing Disclosure Certificate, or any of them, or which may result in any material adverse change in the business, properties, other assets or financial condition of the Issuer or which contests the tax-exempt status of the interest on the Series 2016 Bonds as described in the Preliminary Official Statement and the Official Statement, or which contests the power of the Issuer or any authority or proceedings for the issuance, sale or delivery of the Series 2016 Bonds or this Contract, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2016 Bonds, the Bond Resolution, the Assessment Ordinance, the Assessment Resolutions, the Continuing Disclosure Certificate or this Contract.

(l) The Issuer has done all things necessary on its part to entitle the Issuer to continue to receive each and all of the Pledged Revenues at levels consistent with those historically received as set forth in the Preliminary Official Statement.

(m) The Issuer will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Series 2016 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, (ii) to determine the eligibility of the Series 2016 Bonds for investment under the laws of such states and other jurisdictions, and/or (iii) to continue such qualifications in effect so long as required for the distribution of the Series 2016 Bonds; provided that the Issuer shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now so subject or require it to qualify to do business and any expense related to the foregoing shall be borne by the Underwriter.

(n) The Issuer will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect any such amendment or supplement without the consent of the Underwriter. The Issuer will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Series 2016 Bonds.

(o) Except as disclosed in the Preliminary Offering Statement, the Issuer has not in the past five years failed to comply in any material respect with any agreement to which it is a party to provide continuing disclosure information pursuant to the Rule.

(p) The Issuer has the authority to levy the Fire Protection Assessments and to undertake the Project as described in the Preliminary Official Statement.

7. The Closing. At 10:00 a.m., New York time, on the date of Closing, or at such other time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2016 Bonds in book-entry form to the account of the Underwriter, at the facilities of DTC in New York, New York, or an agent thereof, or such other location as determined by the Underwriter and agreed to by the Issuer, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2016 Bonds as set forth in Paragraph 1 hereof in Federal Funds to the Issuer. The Issuer shall cause CUSIP identification numbers to be printed on the Series 2016 Bonds, but neither the failure to print such number on any Series 2016 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2016 Bonds in accordance with the terms of this Contract. The Closing shall occur at the offices of the Issuer in Cocoa, Florida, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Series 2016 Bonds shall be made available to the Underwriter no less than 24 hours before the Closing for purposes of inspecting and packaging. The Series 2016 Bonds shall be prepared and delivered as fully registered Series 2016 Bonds registered in such names and denominations as the Underwriter shall so designate to the Issuer and the printer of the Series 2016 Bonds not less than one day prior to the Closing.

8. Closing Conditions. The Underwriter has entered into this Contract in reliance upon the representations, warranties, covenants and agreements of the Issuer contained herein and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Contract to purchase, to accept delivery of and to pay for the Series 2016 Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder, and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations, warranties, covenants and agreements of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of Closing, the Bond Resolution, the Assessment Ordinance, the Assessment Resolutions, the Continuing Disclosure Certificate[, the Policy] and this Contract shall be in full force and effect and, except as approved in writing by the Underwriter, shall not have been amended, modified or supplemented since the date hereof, and the Official Statement as delivered to the Underwriter shall not have been supplemented or amended, except in any such case as may have been approved by the Underwriter;

(c) At the time of the Closing, all official action of the Issuer taken relating to this Contract, the Series 2016 Bonds, the Bond Resolution, the Assessment Ordinance, the Assessment Resolutions[, the Policy] and the Continuing Disclosure Certificate shall be in full force and effect and shall not have been amended, modified or supplemented, except for amendments, modifications or supplements which have been approved by the Underwriter prior to the Closing;

(d) At the time of the Closing, except as contemplated by the Official Statement, there shall have been no material adverse change in the financial condition of the Issuer;

(e) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) An opinion of Bryant Miller Olive P.A., Orlando, Florida ("Bond Counsel"), dated the date of the Closing and addressed to the Issuer, in substantially the form attached as Appendix D to the Official Statement and a reliance letter pertaining to such opinion addressed to the Underwriter.

(2) An opinion of Bond Counsel, dated the date of the Closing and addressed to the Underwriter, in such form as is acceptable to the Issuer and the Underwriter, (i) to the effect that the statements contained in the Official Statement under the captions "DESCRIPTION OF THE SERIES 2016 BONDS" (except for the statements and information under the subheading entitled "Book-Entry Only System" as to which no opinion is expressed) and "SECURITY FOR THE SERIES 2016 BONDS," insofar as such statements purport to be summaries of certain provisions of the Bond Resolution and the Series 2016 Bonds, constitute accurate summaries of the provisions purported to be summarized therein, and the statements in the Official Statement under the caption "TAX MATTERS" are accurate, (ii) to the effect that the Series 2016 Bonds are exempt from registration under the Securities Act of 1933, as amended and (iii) to the effect that the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(3) An opinion, dated the date of the Closing and addressed to the Issuer, the Underwriter and Bond Counsel, of Garganese, Weiss & D'Agresta, P.A., City Attorney, in form and substance acceptable to the Underwriter and GrayRobinson, P.A. ("Underwriter's Counsel").

(4) An opinion, dated the date of the Closing and addressed to the Issuer, of Bryant Miller Olive P.A., Tampa, Florida, Disclosure Counsel, in form and substance satisfactory to the Issuer and the Underwriter, and a reliance letter pertaining thereto addressed to the Underwriter, including opinions to the effect that, based on the assumptions and reliance noted in such opinion, nothing has come to the attention of Disclosure Counsel which leads Disclosure Counsel to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements, in light of the circumstances under which they were made, not misleading (provided that no opinion need be expressed regarding historical or projected financial information, demographic, statistical or operating data or information included in the Official Statement, including but not limited to appendices, schedules and exhibits, or any information about the Depository Trust Company and its book-entry system of registration).

(5) An opinion, dated the date of the Closing and addressed to the Underwriter, of Underwriter's Counsel, in form and substance satisfactory to the Underwriter.

(6) A certificate dated the date of Closing and signed by the Mayor, the City Manager, and the City Clerk of the Issuer, or such other official satisfactory to the Underwriter, and in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the date of Closing, and the Issuer has satisfied all conditions on its part to be performed or satisfied thereunder; (B) the Official Statement did not as of its date, and does not as of the date of Closing, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made not misleading (provided, that no opinion is hereby expressed regarding the information contained therein relating to [the Insurer or] DTC and its book-entry system); (C) except as disclosed in the Official Statement and except for the issuance of the Series 2016 Bonds on the date of Closing, (i) since September 30, 2015, no material and adverse change has occurred in the financial position or results of operations of the Issuer, (ii) the Issuer has not, since September 30, 2015, incurred any material liabilities payable from Pledged Revenues other than in the ordinary course of business, and (iii) since the date of the information provided in the Official Statement, no material adverse change has occurred in the collection of the Pledged Revenues; (D) the financial statements and other historical financial and statistical data relating to the Issuer included in the Official Statement are true and correct as of the date of such information; (E) no default under the Bond Resolution has occurred and is continuing, and the Issuer is not in breach of the covenants and obligations assumed under the Bond Resolution, and all payments required to be made in the funds and accounts provided under the Bond Resolution, if any, have been made to the full extent required; (F) the Issuer is not and has not been in default on any obligation issued or guaranteed by the Issuer at any time on or after December 31, 1975; (G) except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency or public board or body pending or threatened against the Issuer, (i) to restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds, or in any way contesting or affecting any authority for the issuance of the Series 2016 Bonds, the Bond Resolution, the Assessment Ordinance or the Assessment Resolutions or the execution and delivery of the Continuing Disclosure Certificate or the sale of the Series 2016 Bonds; (ii) questioning, contesting or affecting the corporate existence or powers of the Issuer or the City Council or the entitlement to office of the officers thereof; (iii) to restrain or enjoin the collection or pledge of the Pledged Revenues, or any portion thereof, to pay the principal of, premium, if any, and interest on the Series 2016 Bonds; (iv) which may result in any material adverse change in the business, properties, assets or the financial condition of the Issuer; or (v) asserting that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (H) the Issuer has not been notified of any listing by the

Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon, and all provisions regarding any amounts to be rebated to the United States government have been complied with and provisions have been made for the payment of the rebate amount which will become due relating to outstanding debt of the Issuer, and there is not an unfunded materially significant arbitrage rebate liability of the Issuer owing the Internal Revenue Service; (I) the Series 2016 Bonds are in substantially the form approved by the City Council in the Bond Resolution, have been signed with the manual signatures of the undersigned Mayor and have been attested and countersigned with the manual signature of the undersigned City Clerk; and (J) the Assessment Ordinance, the Assessment Resolutions and the Bond Resolution have been duly enacted or adopted, as applicable, by the Issuer, are in full force and effect and have not been modified, amended or repealed.

(7) Certified copies of the Assessment Ordinance, the Assessment Resolutions and the Bond Resolution.

(8) Executed copies of the Continuing Disclosure Certificate and this Contract.

(9) Evidence that S&P Global Ratings ("S&P") has issued a rating not lower than "___" for the Series 2016 Bonds.

(10) A certificate of an authorized representative of The Bank of New York Mellon Trust Company, N.A. (the "Bank"), as Registrar and Paying Agent, to the effect that (A) the Bank is a national bank duly organized, validly existing and in good standing under the laws of the United States of America and is duly authorized to exercise trust powers in the State of Florida, (B) the Bank has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority to execute and perform its functions under the Bond Resolution and any registrar and paying agent agreement, (C) the performance by the Bank of its functions under the Bond Resolution and any registrar and paying agent agreement will not result in any violation of the Articles of Association or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required to be obtained by the Bank in order to perform its functions under the Bond Resolution and any registrar and paying agent agreement, (D) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to his or her knowledge, threatened against or affecting the Bank wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Bank to perform its obligations under the Bond Resolution or any registrar and paying agent agreement and (E) the Series 2016 Bonds have been authenticated in accordance with the terms of the Bond Resolution.

(11) A certified copy of the final judgment of the Circuit Court in and for Brevard County, Florida, validating the Series 2016 Bonds and a certificate of no-appeal.

(12) [A true and correct copy of the Policy insuring payment of the Series 2016 Bonds.]

(13) [An opinion of general counsel to Insurer and certificate of an officer of the Insurer, both dated the Closing Date and addressed to the Issuer and the Underwriter, concerning the Insurer, the Policy and the information relating to the Insurer and the Policy contained in the Official Statement, in such form and substance as is mutually and reasonably acceptable to the Issuer, Bond Counsel and the Underwriter.]

(14) Evidence that the Issuer has deemed the Preliminary Official Statement "final" as of its date for purpose of the Rule, except for "permitted omissions."

(15) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request.

All of the evidence, opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Underwriter with such exceptions and modifications as shall be approved by the Underwriter and as shall not in the reasonable opinion of the Underwriter materially impair the investment quality of the Series 2016 Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2016 Bonds contained in this Contract, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2016 Bonds shall be terminated for any reason permitted by this Contract, this Contract shall terminate with respect to such Series 2016 Bonds subject to termination and neither the Underwriter nor the Issuer shall be under any further obligation hereunder with respect thereto, except that the Issuer shall return the good faith check referred to in Paragraph 5 and the respective obligations of the Issuer and the Underwriter set forth in Paragraph 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter shall have the right to terminate this Contract, without liability therefor, by notification to the Issuer, if at any time subsequent to the date of this Contract at or prior to Closing, any of the following events shall, in the Underwriter's sole and reasonable judgment occur:

(a) the market price or marketability of the Series 2016 Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Series 2016 Bonds, shall be materially adversely affected by any of the following events:

(i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Series 2016 Bonds; or

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (2) any other calamity or crisis in the financial markets of the United States or elsewhere, (3) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (4) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Series 2016 Bonds, the Bond Resolution or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(vi) any rating on:

(1) securities of the Issuer which are secured by a pledge or application of the Pledged Revenues on a parity with the Series 2016 Bonds, or

(2) if the Series 2016 Bonds (or any portion thereof) are insured by a Policy, on the Insurer,

is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Series 2016 Bonds or the ability of the Underwriter to enforce contracts for the sale of the Series 2016 Bonds; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Series 2016 Bonds shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Series 2016 Bonds, including the underlying obligations as contemplated by this Contract or by the Official Statement, or any document relating to the issuance, offering or sale of the Series 2016 Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Contract by the Underwriter, all obligations of the Issuer and the Underwriter under this Contract shall terminate, without further liability, except that: (i) the Issuer promptly shall return the Good Faith Deposit to the Underwriter, in accordance with Section 5 hereof, and (ii) the Issuer and the Underwriter shall pay their respective expenses as set forth in Section 10 here.

10. Expenses. The Underwriter shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the obligations of the Issuer hereunder including, but not limited to: (a) the cost of preparation, printing or other reproduction of the Bond Resolution; (b) the cost of preparation and printing of the Series 2016 Bonds; (c) the fees and disbursements of Bond Counsel, the City Attorney and Disclosure Counsel; (d) the fees and disbursements of the financial advisor to the Issuer; (e) the fees and disbursements of any experts, consultants or advisors retained by the Issuer, including fees of the auditor, the Paying Agent and Registrar; (f) fees for bond ratings; (g) the costs of preparing, printing and delivering a reasonable number of copies of the Preliminary Official Statement and the Official Statement and any supplements or amendments to either of them; and (h) reimbursement to the Underwriter of expenses incurred by the Underwriter on behalf of the Issuer's employees and representatives in connection with this Contract, including but not limited to, meals and travel of such employees and representatives, which payment may be in the form of inclusion of such expense in the expense component of the Underwriter's discount.

The Underwriter shall pay: (a) all advertising expenses in connection with the public offering of the Series 2016 Bonds; (b) the cost of preparing, printing and delivery of any agreement among the Underwriter; and (c) all other expenses incurred by them or any of them in connection with the public offering of the Series 2016 Bonds, including the fees and disbursements of counsel retained by them, including the costs of all "blue sky" memoranda and related filing fees. In the event that either party shall have paid obligations of the other as set forth in this Section 10, adjustment shall be made at the time of the Closing.

11. Notices. Any notice or other communication to be given to the Issuer under this Contract may be given by delivering the same in writing at its address set forth above to the attention of the City Manager, 65 Stone Street, Cocoa, Florida 32922, Attn: Mr. John Titkanich, and any notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 111 North Magnolia Avenue, Suite 1175, Orlando, Florida 32801, Attn: Margaret Lezcano, Managing Director.

12. Parties in Interest. This Contract is made solely for the benefit of the Issuer and the Underwriter and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) the delivery of the Series 2016 Bonds pursuant to this Contract; or (iii) any termination of this Contract but only to the extent provided by the last part of Section 8 hereof.

13. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in its sole discretion, and the approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing, signed by appropriate officer or officers of the Underwriter and delivered to the Issuer.

14. Effectiveness. This Contract shall become effective upon the execution of the acceptance hereof by the City Manager and shall be valid and enforceable at the time of such acceptance.

15. Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

16. Headings. The headings of the sections of this Contract are inserted for convenience only and shall not be deemed to be a part hereof.

17. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter, and the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby, and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Contract; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

[Remainder of page intentionally left blank]

18. Florida Law Governs. The validity, interpretation and performance of this Contract shall be governed by the laws of the State of Florida.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, the Underwriter

By:_____
Name: Margaret Lezcano
Its: Managing Director

Accepted by:

CITY OF COCOA, FLORIDA

_____
John Titkanich, Jr., City Manager

Attested by:

_____
Carie Shealy, City Clerk

EXHIBIT A

CITY OF COCOA, FLORIDA
FIRE PROTECTION ASSESSMENT REVENUE BONDS, SERIES 2016

MATURITIES, AMOUNTS, INTEREST RATES, PRICES AND YIELDS

$_____ Serial Bonds

Maturity	Amount	Interest Rate	Price	Yield

$_____ ____% Term Bond due _____ 1, 20__ Price ____ Yield ____%
$_____ ____% Term Bond due _____ 1, 20__ Price ____ Yield ____%

REDEMPTION PROVISIONS

Optional Redemption. The Series 2016 Bonds maturing on or prior to October 1, 20___ are not subject to redemption prior to their stated maturities. The Series 2016 Bonds maturing on or after October 1, 20___ are redeemable prior to their stated dates of maturity, at the option of the Issuer, in whole or in part on any date on or after October 1, 20____ (in such manner of selection of maturities as the Issuer shall deem appropriate and by lot within maturities), at the redemption prices equal to the principal amount of the Series 2016 Bonds to be redeemed plus interest accrued to the date of redemption.

Mandatory Redemption. The Series 2016 Bonds maturing on October 1, 20__ shall be subject to mandatory redemption prior to maturity, by lot, in such manner as the Registrar may deem appropriate, at a redemption price equal to the principal amount thereof plus interest accrued to the date of redemption, on October 1, 20__, and on each October 1, thereafter, from Amortization Installments deposited in the Redemption Account, in the following principal amounts in the years specified:

Year	Amortization Installment
*	

* Maturity

The Series 2016 Bonds maturing on October 1, 20__ shall be subject to mandatory redemption prior to maturity, by lot, in such manner as the Registrar may deem appropriate, at a redemption price equal to the principal amount thereof plus interest accrued to the date of redemption, on October 1, 20__, and on each October 1, thereafter, from Amortization Installments deposited in the Redemption Account, in the following principal amounts in the years specified:

Year	Amortization Installment
*	

* Maturity

EXHIBIT B

$_____
CITY OF COCOA, FLORIDA
FIRE PROTECTION ASSESSMENT REVENUE BONDS, SERIES 2016

DISCLOSURE STATEMENT

_____, 2016

City Council of City of Cocoa
Cocoa, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by City of Cocoa, Florida (the "Issuer") of the issue of bonds referred to above (the "Series 2016 Bonds"), Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), has agreed to underwrite a public offering of such Series 2016 Bonds. Arrangements for underwriting the Series 2016 Bonds will include a Purchase Contract between the Issuer and the Underwriter (the "Purchase Contract"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Contract.

The purpose of this letter is to furnish, pursuant to the provisions of Sections 218.385(2), (3) and (6), Florida Statutes, certain information in respect to the arrangement contemplated for the underwriting of the Series 2016 Bonds as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriter in connection with the issuance of the Series 2016 Bonds are set forth on Schedule I attached hereto.

(b) There are no "finders," as that term is defined in Section 218.386, Florida Statutes, connected with the issuance of the Series 2016 Bonds.

(c) The amount of underwriting spread, including the management fee, expected to be realized is as follows:

	Per $1,000	Dollar Amount
Average Takedown		
Underwriter's Expenses		
Management Fee		
Total Underwriting Spread		

(d) No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Series 2016 Bonds to any person not regularly employed or retained by the Underwriter, except as described in Schedule I attached hereto.

(e) The name and address of the Underwriter are set forth below:

Stifel, Nicolaus & Company, Incorporated
111 North Magnolia Avenue, Suite 1175
Orlando, Florida 32801

(f) The Issuer is proposing to issue $_____ of its Fire Protection Assessment Revenue Bonds, Series 2016, for the purposes of, together with other legally available funds of the Issuer, (i) financing a portion of the acquisition and construction of three (3) fire station facilities and other equipment of the Issuer relating to fire protection and suppression services, and (ii) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds.

The Series 2016 Bonds are expected to be repaid over a period of approximately _____ years (from the date of Closing). At a true interest cost rate of approximately _____%, total interest paid over the life of the Series 2016 Bonds will be $_____.

The payment of the principal of, premium, if any, and interest on the Series 2016 Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Revenues. Authorizing the Series 2016 Bonds will result in an average of $_____ of Pledged Revenues not being available to finance the other services of the Issuer each year for approximately _____ years.

[Remainder of page intentionally left blank]

We understand that the Issuer does not require any further disclosure from the Underwriter, pursuant to Sections 218.385(2), (3) and (6), Florida Statutes.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, the Underwriter

By:_____
Name: Margaret Lezcano
Its: Managing Director

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

	Per $1,000	Dollar Amount
Underwriter's Counsel		
Travel / Miscellaneous		
DTC Charges		
CUSIP Expense		
Ipreo Expense		
Continuing Disclosure Review		
TOTAL		

EXHIBIT C
FORM OF ISSUE PRICE CERTIFICATE

This Certificate is furnished by Stifel, Nicolaus & Company, Incorporated as underwriter (the "Underwriter") of the $_____ stated principal amount of the City of Cocoa, Florida Fire Protection Assessment Revenue Bonds, Series 2016 (the "Bonds"). The Underwriter hereby certifies and represents the following, based upon the information available to it:

1. Issue Price.

1.1 As of the date a purchase agreement was signed with respect to the Bonds (the "Sale Date"), we reasonably expected that the first prices at which [a substantial amount of each maturity (*i.e.*, at least 10%) of] the Bonds would be sold to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriter or wholesalers) in a bona fide public offering would be the prices listed on Schedule A.

1.2 In our opinion, and based upon our estimate as of the Sale Date, the initial offering prices of the Bonds set forth in Schedule A are within a reasonable range of, and should reflect, the fair market prices for such Bonds.

1.3 As of the Sale Date, all of the Bonds have actually been offered to the general public at the prices listed in Schedule A.

1.4 As of the Sale Date at least 10% of each maturity of the Bonds were first sold or were reasonably expected to be first sold at the prices referred to in Schedule A.

2. [Reserved].

[3. Credit Enhancement.

3.1 The present value of the amounts paid to obtain the Credit Enhancement (as defined in the Tax Certificate) is less than the present value of the interest reasonably expected to be saved as a result of having the Credit Enhancement, using the yield on the Bonds as the discount factor for this purpose.

3.2 To the best knowledge of the undersigned, the amount paid by the Issuer to the Credit Enhancer for the Credit Enhancement is within a reasonable range of premiums charged for comparable credit enhancement for obligations comparable to the obligation evidenced and represented by the Bonds.

3.3 The fees paid and to be paid to obtain the Credit Enhancement were determined in arm's-length negotiations and were required as a condition to the issuance by the Credit Enhancer of the Credit Enhancement.

3.4 To the best of knowledge of the undersigned, the fees paid and to be paid for the Credit Enhancement represent a commercially reasonable charge for the transfer of credit risk. Such fees do not include any direct or indirect payment for a cost, risk or other element that is not

customarily borne by guarantors of tax-exempt bonds in transactions in which the guarantor has no involvement other than as guarantor. No non-guarantee services are being provided by the Credit Enhancer.]

We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Bond Counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

Dated: October ___, 2016

STIFEL, NICOLAUS & COMPANY, INCORPORATED, as underwriter

By: _____
Margaret Lezcano, Managing Director

By: _____
Alan Murphy, Managing Director and Underwriter

RESOLUTION NO: 2016–119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA AMENDING AND RESTATING RESOLUTION NO. 2016-45 IN ITS ENTIRETY; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $8,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE CITY'S FIRE PROTECTION ASSESSMENT REVENUE BONDS, SERIES 2016, THE PROCEEDS OF WHICH ARE TO BE USED TO FINANCE A PORTION OF THE COSTS OF THE ACQUISITION AND CONSTRUCTION OF THREE (3) NEW FIRE STATION FACILITIES AND OTHER EQUIPMENT OF THE CITY RELATING TO FIRE PROTECTION AND SUPPRESSION SERVICES; PROVIDING THAT THE SERIES 2016 BONDS SHALL BE LIMITED OBLIGATIONS OF THE CITY PAYABLE FROM CERTAIN NON-AD VALOREM SPECIAL ASSESSMENTS AS PROVIDED HEREIN; APPROVING THE BOND PURCHASE CONTRACT; APPOINTING THE PAYING AGENT AND REGISTRAR; APPROVING THE CONTINUING DISCLOSURE CERTIFICATE; AUTHORIZING THE DELIVERY OF A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO SUCH BONDS AND DELEGATING THE AUTHORITY TO DEEM SUCH DOCUMENT FINAL; AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING THE ACCEPTANCE OF A COMMITMENT FOR THE ISSUANCE OF ONE OR MORE MUNICIPAL BOND INSURANCE POLICIES SECURING SUCH BONDS; MAKING A "DECLARATION OF OFFICIAL INTENT" WITHIN THE MEANING OF SECTION 1.150-2 OF THE CODE FOR CERTAIN REIMBURSEMENTS AS DESCRIBED HEREIN; PROVIDING FOR THE RIGHTS AND REMEDIES FOR THE OWNERS OF THE SERIES 2016 BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This Bond Resolution is enacted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Cocoa, Florida, and the hereinafter defined Assessment Ordinance.

SECTION 2. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the hereinafter defined Initial Assessment Resolution, unless the context herein otherwise requires. Unless the context indicates

otherwise, words importing the singular number include the plural number, and vice versa. The following words and phrases shall have the following meanings when used herein:

"Act" means Article VIII, Section 2 of the Constitution of the State, Chapter 166, Florida Statutes, the Charter of the City, the Assessment Ordinance and other applicable provisions of law.

"Additional Bonds" means additional obligations issued in compliance with the terms and conditions contained in Section 24 hereof which will have an equal lien on the Pledged Revenues to the extent herein provided and rank equally in all other respects with the Series 2016 Bonds and other Additional Bonds issued hereunder.

"Ad Valorem Revenues" means all revenues of the City derived from the levy and collection of ad valorem taxes.

"**Amortization Installments**" shall mean an amount designated as such by Supplemental Resolution of the City and established with respect to any Term Bonds.

"Annual Rate Resolution" means those resolutions adopted by the Council pursuant to the Assessment Ordinance which provide for the imposition and collection of annual Fire Protection Assessments, including but not limited to Resolution Nos. 2013-085, 2015-047 and 2015-057 and any amendments and supplements thereto.

"Annual Debt Service Requirement" means the principal and interest on the Bonds coming due in any Fiscal Year.

"Assessment Ordinance" means Ordinance No. 20-2006 enacted by the City on May 9, 2006 prior to the adoption of the Initial Assessment Resolution.

"Bonds" means collectively the Series 2016 Bonds and any Additional Bonds.

"Bond Counsel" means any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purpose of interest on obligations issued by states and political subdivisions, and duly admitted to practice law in the State.

"Bondholder", "Holder" or "Owner" means the Person in whose name a Bond shall be registered on the books of the City kept for that purpose in accordance with provisions of this Bond Resolution.

"**Bond Insurance Policy**" shall mean the municipal bond insurance policy or policies, if any, issued by an Insurer guaranteeing the scheduled payment of principal of and interest on

any portion of such Series of Bonds when due as may be determined by Supplemental Resolution.

"Bond Purchase Contract" means that certain Bond Purchase Contract by and between the City and the Underwriter.

"Bond Resolution" or **"Resolution"** means this Bond Resolution, pursuant to which the Series 2016 Bonds are authorized to be issued, including any Supplemental Resolution.

"Business Day" means any day except Saturday or Sunday or day on which the principal office of the City is closed.

"Capital Appreciation Bonds" means the aggregate principal amount of the Bonds that bear interest payable solely at maturity or upon redemption prior to maturity in the amounts determined by reference to the Accreted Value, all as shall be determined by Supplemental Resolution of the City. In the case of Capital Appreciation Bonds that are convertible to Bonds with interest payable prior to maturity or redemption of such Bonds, such Bonds shall be considered Capital Appreciation Bonds only during the period of time prior to such conversion.

"City" means the City of Cocoa, Florida, a municipal corporation established by the State.

"City Attorney" means the City Attorney or Assistant City Attorney of the City, or such other Person as may be duly authorized by the City Council of the City to act on his or her behalf.

"Clerk" means the City Clerk or assistant or deputy City Clerk of the City, or such other Person as may be duly authorized by the City Council of the City to act on his or her behalf.

"City's Financial Advisor" means Dunlap & Associates, Inc.

"City Manager" means the City Manager or the Assistant City Manager of the City, or such other Person as may be duly authorized by the City Council of the City to act on his or her behalf.

"Code" means the Internal Revenue Service Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"**Compounded Amounts**" means, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (the principal amount at its initial offering) plus the interest accrued on such Capital Appreciation Bond, compounded periodically, to the date of calculation, determined by

reference to the accretion tables contained in such Capital Appreciation Bond or contained or referred to in this Bond Resolution or the Supplemental Resolution providing for the issuance of such Capital Appreciation Bonds, such interest to accrue at a rate not exceeding the legal rate as set forth in this Bond Resolution or the Supplemental Resolution of the City providing for the issuance of such Capital Appreciation Bonds. The Compounded Amount of such Capital Appreciation Bonds as of any date not stated in such tables shall be calculated by adding to the Compounded Amount for such Capital Appreciation Bonds as of the last date stated in such tables immediately preceding the date of calculation, a portion of the difference between the Compounded Amount as of such preceding date and the Compounded Amount as of the date shown on the tables immediately succeeding the date of computation, calculated based on the assumption that the Compounded Amount accrues in equal daily amounts on the basis of a year of twelve 30-day months.

"Council" means the City Council of the City of Cocoa, Florida.

"Credit Facility" or "**Credit Facilities**" shall mean either individually or collectively, as appropriate, any bond insurance policy, surety bond, letter of credit, line of credit, guaranty or other instrument or instruments that would enhance the credit of the Bonds.

"Debt Service Fund" means the Debt Service Fund established herein with respect to the Series 2016 Bonds.

"Federal Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are not redeemable prior to maturity at the option of the obligor.

"Fire Protection Assessments" means the special assessments, sometimes referred to as non-ad valorem assessments, and any delinquencies authorized, imposed and collected by the City pursuant to the Assessment Ordinance, the Initial Assessment Resolution and any Annual Rate Resolution provided for therein.

"**Fitch**" shall mean Fitch Ratings, and any successors or assigns.

"Fiscal Year" means the period commencing October 1 of each year and continuing through the following September 30, or such other period as may be prescribed by law as the Fiscal Year for the City.

"General Fund" means the General Fund of the City described and identified in the Comprehensive Annual Financial Report of the City.

"Initial Assessment Resolution" means Resolution No. 2006-72 adopted by the City on May 23, 2006.

"Insurer" shall mean with respect to any Series of Bonds, such Person as shall be insuring or guaranteeing the scheduled payment of principal of and interest on such Series of Bonds, when due.

"Mayor" means the Mayor of the City or, in his or her absence or inability to act, the Deputy Mayor of the City or such other Person as may be duly authorized by the City Council to act on his or her behalf.

"**Moody's**" shall mean Moody's Investors Services, Inc., and any successors or assigns.

"**Original Bond Resolution"** means Resolution No. 2016-45 adopted by the City Council on April 26, 2016.

"**Outstanding**" or "**Bonds Outstanding**" or "**Outstanding Bonds**" means all Bonds which have been authenticated and delivered by the Registrar under this Bond Resolution, except:

(a) Bonds canceled after purchase in the open market or because of payment at, or redemption prior to, maturity;

(b) Bonds for the payment or redemption of which cash funds or Federal Securities or any combination thereof shall have been theretofore deposited in trust (whether upon or prior to the maturity or redemption date of any such Bonds) in accordance with Section 31 hereof, provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements shall have been made therefor, or waiver of such notice shall have been filed with the Paying Agent; and

(c) Bonds in lieu of which other Bonds have been authenticated under Sections 12 and 14 hereof.

"**Permitted Investments**" shall mean investments permitted by applicable law and the City's written investment policy, if any, as may be further limited as set forth in a Supplemental Resolution of the City.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" means (i) the Fire Protection Assessments, (ii) moneys on deposit in the funds and accounts established hereunder, and (iii) investment earnings on moneys deposited in such funds.

"Project" means the acquisition and construction of three (3) new fire station facilities and other equipment for the City's fire protection services which are necessary for the

suppression of and protection from fires, the plans and specifications of which shall be on file with the Clerk, from time-to-time, and subject to amendment by the City Council.

"Project Costs" means all costs authorized to be paid from the Project Fund pursuant to Section 20(D) hereof to the extent permitted under the laws of the State. It is intended that this definition be broadly construed to encompass all costs, expenses and liabilities of the City which on the date of this Bond Resolution or in the future, shall be permitted to be funded with the proceeds of any Bonds pursuant to the laws of the State.

"Project Fund" means the Project Fund established in Section 20(B) herein.

"Reimbursement Obligations" shall have the meaning given to such term in Section 35 hereof.

"Reserve Fund" shall mean the Reserve Fund created and established pursuant to Section 18 of this Resolution.

"**Reserve Fund Insurance Policy**" shall mean an insurance policy or surety bond deposited in the Reserve Fund in lieu of or in substitution for cash on deposit therein pursuant to Section 18 hereof.

"**Reserve Fund Letter of Credit**" shall mean an unconditional irrevocable letter of credit or line of credit (other than a Reserve Fund Insurance Policy) deposited in the Reserve Fund in lieu of or in substitution for cash on deposit therein pursuant to Section 18 hereof.

"Reserve Requirement" shall be the lesser of (i) the maximum Annual Debt Service Requirement with respect to Bonds secured by the Reserve Fund, (ii) 125% of the average Annual Debt Service Requirement with respect to Bonds secured by the Reserve Fund, or (iii) the largest amount as shall not adversely affect the exclusion of interest on Bonds from gross income for Federal income tax purposes with respect to Bonds secured by the Reserve Fund; provided, however, the City may establish hereunder or by Supplemental Resolution a different Reserve Requirement, or no Reserve Requirement for a subaccount of the Reserve Fund which secures a Series of Bonds; provided, however, that the Reserve Requirement, if any, for the Series 2016 Bonds shall be as determined by the City Manager upon the advice of, and in consultation with the City's Financial Advisor.

"**Serial Bonds**" shall mean all of the Bonds other than Term Bonds.

"**Series**" or "**Series of Bonds**" or "**Bonds of a Series**" shall mean all Bonds designated as being of the same Series issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution therefor pursuant to this Resolution.

"Series 2016 Bonds" means the City's Fire Protection Assessment Revenue Bonds, Series 2016, authorized by Section 4 hereof.

"**S&P**" means S&P Global Ratings, and its successors and assigns.

"State" means the State of Florida.

"Supplemental Resolution" shall mean any resolution of the City Council amending or supplementing this Resolution enacted and becoming effective in accordance with the terms of Sections 33 and 34 hereof.

"**Term Bonds**" shall mean the Bonds other than Serial Bonds which shall be stated to mature on one date, and shall have such Amortization Installments, as shall be determined by Supplemental Resolution of the City.

SECTION 3. FINDINGS. The City previously enacted the Original Bond Resolution authorizing the issuance of a revenue note in the principal amount of not to exceed $8,000,000 for the purpose of financing, refinancing and/or reimbursing the Project Costs.

(A) Section 23 of the Original Bond Resolution provided for and directed the institution of bond validation proceedings pursuant to Chapter 75, Florida Statutes. On August 18, 2016, the Circuit Court of the Eighteenth Judicial Circuit of the State of Florida, in and for Brevard County, Florida, entered a Final Judgment validating the City's authority to issue the Series 2016 Bonds. A Certificate of No Appeal dated September 23, 2016 has been received by the City.

(B) The Original Bond Resolution further provided for the adoption of a Supplemental Resolution determining the purchaser of the Series 2016 Bonds and certain other terms and provisions thereof, including but not limited to interest rate, payment and maturity dates.

(C) Instead of fixing such details pursuant to the Supplemental Resolution, the City desires to amend and restate in its entirety the Original Bond Resolution hereby, to amongst other things, fix such details and to change the designation of the debt obligation authorized thereunder from "Note" to "Bonds".

(D) For the benefit of its inhabitants and property owners, and in order to maintain a continual state of preparedness to address fire incidents, the City finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the City and its inhabitants and in the best interests of the property owners within the jurisdiction of the City to acquire and construct the Project. Issuance of the Series 2016 Bonds to finance the Project satisfies a paramount public purpose.

(E) The costs associated with the issuance of the Series 2016 Bonds shall be deemed to include, but are not limited to, legal and financial advisory fees and expenses, and such other fees and expenses as may be necessary or incidental for the financing herein authorized.

(F) Debt service on the Bonds will be payable from a pledge of the Fire Protection Assessments as provided herein. It is estimated that the Fire Protection Assessments will be sufficient to provide for the payment of the principal of and interest on the Series 2016 Bonds and all other payment obligations hereunder.

(G) The City shall never be required to exercise any ad valorem taxing power or use any Ad Valorem Revenues to pay such Series 2016 Bonds, or be entitled to payment of such Series 2016 Bonds from any funds of the City except from Pledged Revenues as described herein. The Series 2016 Bonds shall not constitute a lien upon any properties owned or located within the boundaries of the City upon any property (including the Project) other than the Pledged Revenues.

(H) The City desires to award the negotiated sale of the Series 2016 Bonds to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") based on satisfaction of the terms and conditions contained herein and in the Bond Purchase Contract attached hereto as Exhibit B (the "Bond Purchase Contract").

(I) The City has received an offer from the Underwriter to purchase the Series 2016 Bonds, subject to the terms and conditions contained in the Bond Resolution, herein and as set forth in the Bond Purchase Contract.

(J) The City desires to sell its Series 2016 Bonds subject to the terms and conditions contained herein and set forth in the Bond Purchase Contract, and authorize the preparation of a Preliminary Official Statement with respect to the Series 2016 Bonds and the execution and distribution of the final Official Statement relating thereto.

(K) The City desires to authorize the Mayor or the City Manager to procure, negotiate and accept, if economically feasible, a commitment to issue one or more municipal bond insurance policies for the Series 2016 Bonds and to execute and deliver the commitment to issue such policies upon such terms as the City's Financial Advisor and the Mayor or the City Manager deem are in the City's best interest.

(L) The City wishes to appoint The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as the Paying Agent and Registrar with respect to the Series 2016 Bonds.

SECTION 4. AUTHORIZATION OF PROJECT AND SERIES 2016 BONDS; THIS BOND RESOLUTION TO CONSTITUTE CONTRACT.

(A) The City does hereby authorize the Project. Subject and pursuant to the provisions of this Bond Resolution, an obligation of the City to be known as City of Cocoa, Florida, Fire Protection Assessment Revenue Bonds, Series 2016 (the "Series 2016 Bonds") is hereby authorized to be issued under and secured by the Pledged Revenues pursuant to this Bond Resolution, in the principal amount of not to exceed $8,000,000 for the purpose of providing funds to pay a portion of the Project Costs and paying the costs of issuing the Series 2016 Bonds. Subject to Section 7, hereof, the maturity date, interest rate (not to exceed the maximum allowed by law), payment dates and prepayment provisions shall be as set forth in the Bond Purchase Contract. Notwithstanding anything herein to the contrary, the series designation applicable to the Series 2016 Bonds may be changed to conform to the calendar year of issue or otherwise as the City may determine.

(B) In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Bond Resolution shall be deemed to be and shall constitute a contract between the City and the Owners. The covenants and agreements herein set forth to be performed by the City shall be for the equal benefit, protection and security of the legal Owners of any and all of the Bonds, all of which shall be of equal rank and and without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided therein and herein.

SECTION 5. DESCRIPTION OF THE SERIES 2016 BONDS; EXECUTION OF THE SERIES 2016 BONDS.

(A) The Series 2016 Bonds shall be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor or the City Manager, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Series 2016 Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and the official seal of the City, and be attested with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2016 Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the City before the Series 2016 Bonds so signed and sealed has been actually sold and delivered, such Series 2016 Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the Person who signed or sealed such Series 2016 Bonds had not ceased to hold such office. The Series 2016 Bonds may be signed and sealed on behalf of the City by such Person who at the actual time of the execution of such Series 2016 Bonds shall hold the proper office of the City, although, at the date of such Series 2016 Bond, such Person may not have held such office or may not have been authorized. The City may adopt and use for such purposes the facsimile signatures of any such Persons who shall have held such offices at any time after the date of the adoption of this Bond Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2016 Bonds shall be actually sold and delivered.

(B) The Bonds constitute limited obligations of the City and may, if and when authorized by the City pursuant to this Bond Resolution and any other Supplemental

Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular series the City may determine. The Bonds shall bear interest at such rate or rates not exceeding the maximum rate permitted by law and shall be payable and/or pre-payable in lawful money of the United States of America on such dates all as determined herein or by Supplemental Resolution. The Bonds may bear interest at fixed rates and may be issued as Serial Bonds, Term Bonds, notes, purchase obligations subject to annual appropriation or other legal structures as approved by Supplemental Resolution.

SECTION 6. APPROVAL OF BOND PURCHASE CONTRACT. Subject to the terms and conditions of Section 7 hereof, the Series 2016 Bonds may be sold in a negotiated sale to the Underwriter upon the terms and conditions set forth herein and in the Bond Purchase Contract which is attached hereto as Exhibit B and incorporated by reference. The Bond Purchase Contract shall be in substantially the form attached hereto as Exhibit B, with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor or the City Manager. Execution by the Mayor or the City Manager of the Bond Purchase Contract shall be deemed to be conclusive evidence of approval of such changes (such approval indicating the recognition of the City that the conditions precedent in Section 7 hereof and the Bond Purchase Contract have been met or will be met prior to the delivery of the Series 2016 Bonds).

SECTION 7. AUTHORIZATION OF SALE OF SERIES 2016 BONDS. The City hereby delegates to the Mayor or the City Manager the authority to:

(A) determine the maturity amounts, the interest rates, the redemption features, the Amortization Installments for the Term Bonds, if any, the delivery date, and all other details of the Series 2016 Bonds;

(B) take such further action as shall be required for carrying out the purposes of this Bond Resolution all with respect to the Series 2016 Bonds;

(C) execute and deliver, on behalf of the City, the Bond Purchase Contract as provided in Section 6 above; provided, however, that the Mayor or the City Manager shall not take any action pursuant to this Section 7 unless the Mayor or the City Manager shall have received from the Underwriter such information as the City Manager shall deem necessary, upon the advice of the City's Financial Advisor, in order to demonstrate that (a) the par amount of the Series 2016 Bonds is not in excess of $8,000,000, (b) the true interest cost rate of the Series 2016 Bonds is not more than 4.00%, (c) the final maturity of the Series 2016 Bonds is not later than October 1, 2046 (d) the underwriting discount is not greater than 0.60% of the original principal amount of the Series 2016 Bonds, excluding original issue discount or original issue premium, and (e) the first interest payment date of the Series 2016 Bonds is not prior to April 1, 2017; and

(D) The Mayor or the City Manager shall first receive from the Underwriter a disclosure statement and truth-in-bonding information complying with the requirements of Section 218.835, Florida Statutes and substantially in the form set forth as Exhibit B to the Bond Purchase Contract.

SECTION 8. BOOK-ENTRY ONLY SYSTEM. A blanket letter of representation shall be entered into by the City (the "Letter of Representation") with The Depository Trust Company ("DTC "). Unless otherwise provided by Supplemental Resolution, the Bonds shall be initially issued in the form of a separate single certificated fully registered bond certificate for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC. All of the Outstanding Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC. As long as the Bonds shall be registered in the name of Cede & Co., all payments of principal on the Bonds shall be made by the Paying Agent by check or draft or by bank wire transfer to Cede & Co., as Holder of the Bonds, upon presentation of the Bonds to be paid, to the Paying Agent.

With respect to the Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent shall have no responsibility or obligation to any direct or indirect participant in the DTC book-entry program (the "Participants"). Without limiting the immediately preceding sentence, the City, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Bonds, (B) the delivery to any Participant or any other Person other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, Redemption Price, if applicable, or interest on the Bonds. The City, the Registrar and the Paying Agent shall treat and consider the Person in whose name each Bond is registered in the registration books kept by the Registrar as the Holder and absolute owner of such Bond for the purpose of payment of principal, Redemption Price, if applicable, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, Redemption Price, if applicable, and interest on the Bonds only to or upon the order of the respective Holders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal, Redemption Price, if applicable, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Bond evidencing the obligation of the City to make payments of principal, Redemption Price, if applicable, and interest pursuant to the provisions of this Resolution. Upon delivery by DTC to the City of

written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and with respect to transfers during the 15 days next preceding an Interest Date or mailing of notice of redemption, the words "Cede & Co." shall refer to such new nominee of DTC; and upon receipt of such notice, the City shall promptly deliver a copy of the same to the Registrar and the Paying Agent.

Upon (A) receipt by the City of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the City that such book-entry only system is burdensome or undesirable to the City and compliance by the City of all applicable policies and procedures of DTC regarding discontinuance of the book entry registration system, the Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions of this Resolution. In such event, the City shall issue, and the Registrar shall authenticate, transfer and exchange the Bonds of like principal amount and maturity, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Letter of Representations previously executed by the City and delivered to DTC shall apply to the payment of principal of, Redemption Price, if applicable, and interest on the Bonds.

SECTION 9. RESERVED.

SECTION 10. AUTHENTICATION OF BONDS. Only such of the Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinbelow set forth, duly executed by the Registrar, as authenticating agent, shall be entitled to any benefit or security under this Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The Registrar's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication of all of the Bonds that may be issued hereunder at any one time.

SECTION 11. EXCHANGE OF BONDS. Any Bonds, upon surrender thereof at the designated corporate trust office of the Registrar, together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Bondholder, be exchanged for an aggregate principal

amount of Bonds of the same Series equal to the principal amount of the Bond or Bonds so surrendered.

The Registrar shall make provision for the exchange of Bonds at the designated corporate trust office of the Registrar.

SECTION 12. NEGOTIABILITY, REGISTRATION AND TRANSFER OF BONDS. The Registrar shall keep books for the registration of and for the registration of transfers of Bonds as provided in this Resolution. The transfer of any Bonds may be registered only upon such books and only upon surrender thereof to the Registrar together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds registered in the name of the transferee, and in an aggregate principal amount equal to the principal amount of such Bond or Bonds so surrendered and of the same Series.

In all cases in which Bonds shall be exchanged, the City shall execute and the Registrar shall authenticate and deliver, at the earliest practicable time, a new Bond or Bonds of the same type (e.g., Serial Bonds will be exchanged for Serial Bonds and Capital Appreciation Bonds will be exchanged for Capital Appreciation Bonds) and of the same Series in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. The City or the Registrar may make a charge for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any Bondholder for the privilege of exchanging or registering the transfer of Bonds under the provisions of this Resolution. Neither the City nor the Registrar shall be required to make any such exchange, registration or transfer of Bonds after the Record Date.

SECTION 13. OWNERSHIP OF BONDS. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such Bond, and the interest on any such Bonds shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond including the premium, if any, and interest thereon to the extent of the sum or sums so paid.

SECTION 14. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the City may, in its discretion, cause to be executed, and the Registrar shall authenticate and deliver, a new Bond of like date and tenor as the Bond so mutilated, destroyed, stolen or lost (e.g., Serial Bonds shall be issued in exchange for Serial Bonds and Capital Appreciation Bonds shall be issued in exchange for Capital Appreciation Bonds) in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond

destroyed, stolen or lost, and upon the Holder furnishing the City and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City and the Registrar may prescribe and paying such expenses as the City and the Registrar may incur. All Bonds so surrendered shall be canceled by the City. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the City may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 14 shall constitute original, additional contractual obligations on the part of the City whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other Bonds issued hereunder.

SECTION 15. PROVISIONS FOR REDEMPTION. The Bonds may be subject to redemption prior to their maturity, at the option of the City, at such times and in such manner as shall be provided in the Bond Purchase Contract or a Supplemental Resolution. The provisions of this Section may be modified as to any Series of Bonds by Supplemental Resolution adopted prior to the issuance thereof. The Series 2016 Bonds shall be subject to redemption in accordance with the provisions of the Bond Purchase Contract.

Notice of such redemption shall, at least thirty (30) days prior to the redemption date, be filed with the Registrar, and mailed by the Registrar on behalf of the City, first class mail, postage prepaid, to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books hereinbefore provided for on the Record Date, but failure to mail such notice to one or more Holders of such Bonds, or any defect therein, shall not affect the validity of the proceedings for such redemption with respect to Holders of Bonds to which notice was duly mailed hereunder and no defect occurred. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of such Bonds, of one maturity are to be called, the distinctive numbers of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed.

Any notice of optional redemption given pursuant to this Section 15 may state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the redemption date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected Holders of such Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Official notice of redemption having been given as aforesaid, such Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the redemption price. Each check or other transfer of funds issued by the Registrar for the purpose of the payment of the redemption price of Bonds being redeemed shall bear the CUSIP number identifying, by issue and maturity, such Bonds being redeemed with the proceeds of such check or other transfer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any such Bond, there shall be prepared for the Holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal of such partially redeemed Bond. All such Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

SECTION 16. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The City promises that it will promptly pay the principal of and interest on the Bonds at the place, on the dates and in the manner provided herein and by Supplemental Resolution according to the true intent and meaning hereof and thereof. The Bonds shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable from the Pledged Revenues in accordance with the terms hereof. No holder of any Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of Ad Valorem Revenues to pay such Bonds, or be entitled to payment of such Bonds from any funds of the City except in the manner and to the extent as described herein.

SECTION 17. DEBT SERVICE FUND.

(A) The City hereby establishes a fund to be known as the "City of Cocoa, Florida, Fire Protection Assessment Revenue Bonds, Debt Service Fund" and within the Debt Service Fund there is hereby established a Series 2016 Debt Service Account (the "Debt Service Fund").

(B) Upon receipt, the City shall deposit all proceeds of the Fire Protection Assessments, after payment of any collection costs and administration costs associated therewith (whether imposed by the Tax Collector, Property Appraiser, or otherwise), into the Debt Service Fund until such time as moneys sufficient to pay the Annual Debt Service Requirement for the then current Fiscal Year are on deposit therein.

(C) Upon deposit of an amount equal to the Annual Debt Service Requirement in any Fiscal Year, no further deposits shall be made into the Debt Service Fund and the remaining Fire Protection Assessments shall be used to fund any deficiencies in the Reserve Fund and pay any Reimbursement Obligations and then the remaining amount shall be

transferred to the General Fund or other appropriate fund of the City and shall be used for any lawful purpose and shall no longer be considered Pledged Revenues hereunder.

(D) Moneys on deposit in the Debt Service Fund shall be used solely to pay the principal of and interest on the Bonds as they become due.

SECTION 18. RESERVE FUND.

(A) The City hereby establishes a fund to be known as the "City of Cocoa, Florida, Fire Protection Assessment Revenue Bonds Reserve Fund" (the "Reserve Fund") and if it is determined that there shall be a Reserve Requirement for the Series 2016 Bonds, the City shall establish a "Series 2016 Reserve Fund Subaccount".

Notwithstanding anything herein to the contrary, the City may establish a separate subaccount in the Reserve Fund for any Series of Bonds and provide a pledge of such subaccount to the payment of such Series of Bonds apart from the pledge provided herein. To the extent a Series of Bonds is secured separately by a subaccount of the Reserve Fund, the Holders of such Bonds shall not be secured by any other moneys in the Reserve Fund. Moneys in a separate subaccount of the Reserve Fund shall be maintained at the Reserve Requirement applicable to such Series of Bonds secured by the subaccount; provided the Supplemental Resolution authorizing such Series of Bonds may establish the Reserve Requirement relating to such separate subaccount of the Reserve Fund at such level as the City deems appropriate. Moneys shall be deposited in the separate subaccounts in the Reserve Fund on a pro-rata basis.

Notwithstanding the foregoing, in lieu of or in substitution for the required deposits into the Reserve Fund, the City may cause to be deposited into a subaccount of the Reserve Fund a Reserve Fund Insurance Policy and/or a Reserve Fund Letter of Credit to satisfy the Reserve Requirement for such Series of Bonds.

In the event a subaccount in the Reserve Fund contains both a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit and cash, the cash shall be drawn down completely prior to any draw on the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit. In the event more than one Reserve Fund Insurance Policy or Reserve Fund Letter of Credit is on deposit in the Reserve Fund, amounts required to be drawn thereon shall be done on a pro-rata basis calculated by reference to the maximum amounts available thereunder. The City agrees to pay all Reimbursement Obligations in regard to any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit from the Pledged Revenues. Pledged Revenues shall be on a pro-rata basis, to pay Reimbursement Obligations to the issuer of any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit for amounts advanced under such instruments, replenish any cash deficiencies in such subaccount of the Reserve Fund, and to pay the issuer of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit interest on amounts advanced under such instruments. Notwithstanding anything herein to the contrary, this Resolution shall not be discharged or defeased while any Reimbursement Obligations are owing in regard to a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit in the Reserve Fund. The

City agrees not to optionally redeem or exercise its rights to an extraordinary mandatory redemption or refund a Series of Bonds unless all Reimbursement Obligations owing related to such Series of Bonds in regard to a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit in a subaccount of the Reserve Fund have been paid in full.

If five (5) days prior to an interest payment date, principal payment date or date an Amortization Installment is due or such other period of time as shall be established pursuant to a Supplemental Resolution, the City shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest, principal or Amortization Installment due on the Bonds on such date, the City shall immediately notify (1) the issuer of the applicable Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit and submit a demand for payment pursuant to the provisions of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit, and (2) the Paying Agent of the amount of such deficiency and the date on which such payment is due, and shall take all action to cause such issuer to provide moneys sufficient to pay all amounts due on such interest payment date.

The City may evidence its obligation to reimburse the issuer of any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy by executing and delivering a reimbursement agreement therefore which evidences a Reimbursement Obligation; provided, however, any reimbursement agreement (1) shall not be or create a general obligation of the City the payment of which is secured by the full faith and credit or taxing power of the City, and (2) shall be payable or obligate the City to pay solely from the Pledged Revenues in a manner which is not inconsistent with the terms hereof.

Notwithstanding anything herein to the contrary, Reimbursement Obligations relating to a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit for any fees, expenses, claims or draws upon such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall be subordinate to the payment of debt service on the Bonds and to the payment of any Additional Bonds. The right of the issuer of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit to payment or reimbursement of its fees and expenses shall be subordinated to cash replenishment of the Reserve Fund, and subject to the second succeeding sentence, its right to reimbursement for claims or draws shall be prior to the replenishment of the cash drawn from the Reserve Fund. The Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit reimbursement will be further subordinated to cash replenishment of the Reserve Fund to an amount equal to the difference between the full original amount available under the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit and the amount then available for further draws or claims.

Moneys in the Reserve Fund and subaccounts therein shall be used only for the purpose of the payment of Amortization Installments, principal of, or interest on the Outstanding Series

of Bonds secured thereby when the other moneys allocated to the Debt Service Fund are insufficient therefor, and for no other purpose.

Notwithstanding anything herein to the contrary, if a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit for a Series of Bonds shall terminate prior to the stated expiration date thereof, the City agrees that it shall fund the reserve fund subaccount securing such Series of Bonds over a period not to exceed sixty months during which time it shall make consecutive equal monthly payments in order that the amount on deposit in such reserve fund subaccount shall equal the Reserve Requirement for such Series of Bonds; provided the City may obtain a new Reserve Fund Insurance Policy or Reserve Fund Letter of Credit in lieu of making the payments required by this paragraph.

Permitted Investments on deposit in the Reserve Fund shall be valued at fair value pursuant to generally accepted accounting principles at least annually. In the event of the refunding of any Series of Bonds, the City may withdraw from the subaccount securing such Series, all or any portion of the amounts accumulated therein with respect to the Bonds being refunded and deposit such amounts as required by the resolution authorizing the refunding of such Series of Bonds; provided that such withdrawal shall not be made unless (a) immediately thereafter, the Bonds being refunded shall be deemed to have been paid pursuant to the provisions hereof, and (b) the amount remaining in the Reserve Fund after giving effect to the issuance of such refunding obligations and the disposition of the proceeds thereof shall not be less than the Reserve Requirement for any Bonds then Outstanding which are secured thereby.

SECTION 19. PLEDGE AND COLLECTION OF PLEDGED REVENUES.

(A) The principal of and interest on the Bonds is secured by a lien upon and pledge of the Pledged Revenues.

(B) Equally and ratably, the City does hereby irrevocably pledge and grant a lien on the Pledged Revenues, prior and superior to all other liens and encumbrances on such Pledged Revenues, to the payment of principal of and interest on the Bonds in accordance with the provisions hereof. The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

(C) The City covenants to do all things necessary on its part to collect the Fire Protection Assessments, and will take all steps, actions and proceedings for the enforcement and collection of such Fire Protection Assessments as shall become delinquent to the full extent permitted or authorized by law; and will maintain accurate records with respect thereof. All such Fire Protection Assessments, as collected, shall be held as provided in Section 17(A) hereof to be applied as herein provided. The City will not amend or modify the ordinances and resolutions pursuant to which the Fire Protection Assessments are assessed so as to impair or adversely affect the power and obligation of the City to assess such Pledged Revenues or impair

or adversely affect in any manner the pledge of such Pledged Revenues made herein or the rights of the Owners.

(D) The City shall annually and timely adopt an Annual Rate Resolution as required by the Assessment Ordinance or otherwise as necessary for imposing Fire Protection Assessments for each Fiscal Year in an amount sufficient to satisfy the Annual Debt Service Requirement in such Fiscal Year (amounts due on October 1 being considered due in the previous Fiscal Year for purposes of this covenant) until the Bonds have been paid in full.

SECTION 20. APPLICATION OF PROCEEDS OF SERIES 2016 BONDS; PROJECT FUND.

(A) At the time of delivery of the Series 2016 Bonds, proceeds from the sale of the Series 2016 Bonds shall be used to reimburse and/or pay the Project Costs and associated costs of issuance (including, but not limited to, legal and financial advisory fees and expenses) in accordance with the provisions in this Section.

(B) The City hereby establishes a fund to be known as the "City of Cocoa, Florida, Fire Protection Assessment Revenue Bonds, Series 2016 Project Fund (the "Project Fund").

(C) Proceeds from the sale of the Series 2016 Bonds herein authorized shall be deposited into the Project Fund and shall be used as described herein. When the acquisition and construction of the Project has been completed and all Project Costs and costs of issuance have been paid in full, all funds remaining in the Project Fund shall be used to prepay the outstanding balance of the Bonds corresponding to the Project and the Project Fund shall be closed. All moneys deposited in said Project Fund shall be and constitute a trust fund created for the purposes herein stated, and there is hereby created a lien upon such fund in favor of the holders of the Series 2016 Bonds until the moneys thereof shall have been applied in accordance with this Bond Resolution.

(D) Moneys on deposit from time to time in the Project Fund shall be used to pay or reimburse the following Project Costs:

(1) Costs incurred directly or indirectly for or in connection with a Project or a proposed or future Project or acquisition including, but not limited to, those for preliminary planning and studies, architectural, construction management services, legal, financial, engineering and supervisory services, labor, services, materials, equipment, accounts receivable, acquisitions, land, rights-of-way, improvements and installation;

(2) Premiums attributable to all insurance required to be taken out and maintained during the period of construction with respect to a Project to be acquired or constructed, the premium on each surety bond, if any, required with respect to work on

such facilities, and taxes, assessments and other charges hereof that may become payable during the period of construction with respect to such a Project;

(3) Costs incurred directly or indirectly seeking to enforce any remedy against a contractor or subcontractor in respect of any default under a contract relating to a Project or costs incurred directly or indirectly in defending any claim by a contractor or subcontractor with respect to a Project;

(4) Financial, legal, accounting, appraisals, title evidence and printing and engraving fees, charges and expenses, and all other such fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of such Bonds;

(5) Capitalized interest funded from Bond proceeds, if any, for a reasonable period of time;

(6) Any other incidental and necessary costs including without limitation, any expenses, fees and charges relating to the acquisition, construction or installation of a Project, and the making of extraordinary repairs, renewals and replacements, decommissioning or retirement of any portion of the Project, including the cost of temporary employees of the City retained to carry out duties in connection with the acquisition, construction or erection of a Project and costs related to transition of such Project into ownership by the City;

(7) Costs incurred directly or indirectly in placing any Project in operation in order that completion of such Project may occur;

(8) Any other costs relating to the Project authorized pursuant to a Supplemental Resolution of the City and permitted under the laws of the State subject to the prior written approval of Bond Counsel; and,

(9) Reimbursements to the City for any of the above items hereinbefore paid by or on behalf of the City, to the extent deemed permissible by Bond Counsel.

Notwithstanding anything else in this Bond Resolution to the contrary, in the Event of Default, the trustee acting for the Holders of the Series 2016 Bonds shall to the extent there are no other available funds held hereunder, use the remaining funds of the Project Fund to pay principal and interest on the Series 2016 Bonds.

SECTION 21. SPECIAL FUNDS. The funds created and established by this Bond Resolution shall constitute trust funds for the purpose provided herein for such funds. All of such funds shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State. Moneys on deposit to the credit of all funds created hereunder may be invested pursuant to applicable law and the City's written investment policy; and, shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an

investment of funds shall be deemed at all times to be a part of the fund from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund, and any loss resulting from such investment shall likewise be charged to said fund.

The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Bond Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

SECTION 22. INVESTMENTS. Moneys in any fund or account created hereunder may be invested and reinvested in Permitted Investments which mature not later than the dates on which the moneys on deposit therein will be needed for the purpose of such fund. All income on such investments, except as otherwise provided, shall be deposited in the respective funds and accounts from which such investments were made and be used for the purposes thereof unless and until the maximum required amount (or, with respect to the Project Fund, the amount required to acquire, construct and erect the Project) is on deposit therein, and thereafter shall be deposited in the Debt Service Fund. In determining the amount of any of the payments required to be made pursuant to this Section 22, credit may be given for all investment income accruing to the respective funds and accounts described herein, except as otherwise provided.

SECTION 23. TAX COVENANT. The City covenants to the Owner of the Bonds provided for in this Bond Resolution that the City will not make any use of the proceeds of the Bonds at any time during the term of the Bonds which, if such use had been reasonably expected on the date the Bonds were issued, would have caused such Bonds to be "arbitrage bonds" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Bonds from the gross income of the holders thereof for purposes of federal income taxation.

SECTION 24. ADDITIONAL BONDS. The City will not issue any obligations payable from the Fire Protection Assessments or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to the lien of any Bond issued pursuant to this Bond Resolution upon the Pledged Revenues. Any obligations issued by the City other than in accordance with this Section and payable from the Fire Protection

Assessments shall contain an express statement that such obligations are junior and subordinate in all respects to the Bonds issued hereunder as to lien on, and source of and security for payment from, the Pledged Revenues.

No Additional Bonds may be issued hereunder unless the Mayor or the City Manager shall sign and issue a certificate that shall state and certify that the Fire Protection Assessments for the most recently audited Fiscal Year of the City preceding the issuance of Additional Bonds equaled at least one hundred fifty percent (150%) of the maximum Annual Debt Service Requirement for Bonds then outstanding and on the Additional Bonds proposed to be issued. Notwithstanding anything in this section to the contrary, the foregoing conditions shall not be required in connection with the issuance of Additional Bonds for refunding purposes so long as debt service on such refunding obligations is less than the debt service of the obligations being refunded.

Each Supplemental Resolution authorizing the issuance of such Additional Bonds will recite that all of the covenants herein contained will be fully applicable to such Additional Bonds as if originally issued hereunder.

SECTION 25. MUNICIPAL BOND INSURANCE POLICY. The Mayor or the City Manager are hereby authorized to negotiate for a commitment to issue one or more municipal bond insurance policies for the Series 2016 Bonds, if economically feasible, and to execute and deliver the commitment to issue such policies upon such terms as the City's Financial Advisor and the Mayor or the City Manager deem are in the City's best interest.

SECTION 26. APPOINTMENT OF REGISTRAR AND PAYING AGENT. The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida ("the Bank") is hereby appointed as Paying Agent and Registrar with respect to the Series 2016 Bonds. The Mayor and the Clerk or any other appropriate officers of the City are hereby authorized to execute an agreement, the form and correctness of which to be approved by the City Attorney, with the Bank to act as Paying Agent and Registrar.

SECTION 27. CONTINUING DISCLOSURE. The City covenants and agrees to comply with the secondary market disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission. The City hereby authorizes the Mayor or the City Manager, and the Clerk to execute and deliver Continuing Disclosure Certificate. The Continuing Disclosure Certificate shall be in substantially the form attached hereto as Exhibit C, with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor or the City Manager. Execution by the Mayor of the Continuing Disclosure Certificate shall be deemed to be conclusive evidence of approval of such changes.

SECTION 28. PRELIMINARY OFFICIAL STATEMENT. The use and distribution of a Preliminary Official Statement in substantially the form attached hereto as Exhibit D by the Underwriter for the purpose of offering the Series 2016 Bonds for sale is hereby authorized with

such changes, amendments, modifications, omissions and additions as may be approved by the Mayor or the City Manager. Delivery of the "deemed final" certificate as described below shall be conclusive evidence of approval of such changes. The Mayor or the City Manager is hereby authorized to deem such document final and deliver a "deemed final" certificate with respect to the Preliminary Official Statement in accordance with the provisions of SEC Rule 15(c)2-12.

SECTION 29. OFFICIAL STATEMENT. The form, terms and provisions of the final Official Statement relating to the Series 2016 Bonds, shall be substantially as set forth in the Preliminary Official Statement. The Mayor and the City Manager are hereby authorized and directed to execute and deliver said Official Statement in the name and on behalf of the City, and thereupon to cause such Official Statement to be delivered to the Underwriter within seven business days of the date of acceptance of the Bond Purchase Contract with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor or the City Manager. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the Mayor or the City Manager and the information contained therein are hereby authorized to be used in connection with the sale of the Series 2016 Bonds to the public. Execution by the Mayor of the Official Statement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 30. LIMITATION OF RIGHTS. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Resolution or the Bonds is intended or shall be construed to give to any Person other than the City and the Owner any legal or equitable right, remedy or claim under or with respect to this Bond Resolution or any covenants, conditions and provisions herein contained; this Bond Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the City and the Owner.

SECTION 31. DEFEASANCE. If, at any time, the City shall have paid, or shall have made provision for payment of, the principal, interest and prepayment premium, if any and if applicable, with respect to the Bonds herein authorized, then, and in that event, the lien on Pledged Revenues described herein in favor of the Owner of the Bonds shall be no longer in effect. For purposes of the preceding sentence, deposit of sufficient cash and/or Federal Securities or bank certificates of deposit fully secured as to principal and interest by Federal Securities (or deposit of any other securities or investments which may be authorized by law from time to time and sufficient under such law to effect such a defeasance) in irrevocable trust with a banking institution or trust company, for the sole benefit of the Owner of the Bonds in an aggregate principal amount which, together with interest to accrue thereon, will be sufficient to make timely payment of the principal of and a prepayment premium, if any, and interest on the Bonds in accordance with their terms, and any other expenses occasioned by escrow arrangements. Nothing herein shall be deemed to require the City to prepay the Bonds prior to maturity pursuant to any applicable optional prepayment provisions, or to impair the discretion of the City in determining whether to exercise any such option for early prepayment.

SECTION 32. EVENTS OF DEFAULT; REMEDIES.

(A) The following shall constitute "Events of Default": (i) if the City fails to pay any payment of principal of or interest on any Bond as the same becomes due and payable; (ii) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the City contained in this Bond Resolution or in the Bonds and the continuance thereof for a period of thirty (30) days after written notice to the City given by not less than twenty-five percent (25%) of aggregate principal amount of any other Bonds then Outstanding (provided, however, that with respect to any obligation, covenant, agreement or condition which requires performance by a date certain, if the City performs such obligation, covenant, agreement or condition within thirty (30) days of written notice as provided above, the default shall be deemed to be cured); or (iii) filing of a petition by or against the City relating to bankruptcy, reorganization, arrangement or readjustment of debt of the City or for any other relief relating to the City under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the City, and the continuance of any such event for 90 days not dismissed or discharged.

(B) Any Holder of Bonds issued under the provisions hereof or any trustee acting for the Holders of such Bonds may, either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under State or federal law, or granted and contained herein, and may enforce and compel the performance of all duties required herein or by any applicable law to be performed by the City or by any officer thereof.

(C) Nothing herein, however, shall be construed to grant to any Holder of the Bonds any lien on any property of the City, except the Pledged Revenues.

(D) The foregoing notwithstanding:

(i) No remedy conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholders hereunder.

(ii) No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient.

(iii) No waiver of any default or Event of Default hereunder by the Bondholders shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bondholders under this Bond Resolution, the Bondholders shall be entitled, as a matter of right, to the appointment of a

receiver or receivers pending such proceedings, with such powers as the court making such appointment shall confer.

Notwithstanding any provision of this Bond Resolution to the contrary, for all purposes of this Section 32, except the giving of notice of any Event of Default to the Holders of the Bonds, any Insurer shall be deemed to be the Holder of the Bonds it has insured.

On the occurrence of an Event of Default, to the extent such rights may then lawfully be waived, neither the City nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Bond Resolution, and the City, for itself and all who may claim through or under it, hereby waives, to the extent it may lawfully do so, the benefit of all such laws and all right of redemption to which it may be entitled.

Within 30 days of knowledge thereof, both the City and the Paying Agent shall provide notice to the Bondholders and any and all Insurers of Bonds of the occurrence of any Event of Default.

The respective Insurers of Bonds, if any, shall be included as a party in interest and as a party entitled to (i) notify the City or any applicable receiver of the occurrence of an Event of Default, and (ii) request the receiver to intervene in judicial proceedings that affect the Bonds or the security therefor. The receiver is required to accept notice of default from each Insurer of Bonds.

Anything in this Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Insurers of a Series of Bonds in default shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders of such Series of Bonds under this Bond Resolution, and the Insurers of Bonds in default shall also be entitled to approve all waivers of events of default; provided, however, that any rights granted to Insurers of a Series of Bonds hereunder shall not apply if the Insurer is in default under its insurance policy or policies for such Series of Bonds.

SECTION 33. AMENDING AND SUPPLEMENTING OF BOND RESOLUTION WITHOUT CONSENT OF HOLDERS OF BONDS. The City, from time to time and at any time and without the consent or concurrence of any Holder of any Bonds, may adopt a Supplemental Resolution amendatory hereof or supplemental hereto if the provisions of such Supplemental Resolution shall not materially adversely affect the rights of the Holders of the Bonds then Outstanding, for any one or more of the following purposes:

(A) To make any changes or corrections in this Bond Resolution as to which the City shall have been advised by Bond Counsel that are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provisions or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;

(B) To add additional covenants and agreements of the City for the purpose of further securing the payments of the Bonds and any Additional Bonds;

(C) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Bond Resolution;

(D) To confirm, as further assurance, any lien, pledge or charge or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Bond Resolution; and

(E) To assure compliance with federal "arbitrage" provisions in effect from time to time.

Except for Supplemental Resolutions providing for the issuance of Bonds pursuant hereto, the City shall not adopt any Supplemental Resolution authorized by the foregoing provisions of this Section unless, in the opinion of Bond Counsel, the adoption of such Supplemental Resolution is permitted by the foregoing provisions of this Section.

Notwithstanding anything else in this Bond Resolution to the contrary, any amendment or supplement to this Bond Resolution, with the exception of Supplemental Resolutions relating to the issuance of Additional Bonds, shall be subject to the prior written consent of each of the Insurers of the Bonds, so long as such Insurer is not in default under its insurance policy. Each of the Insurers of the Bonds shall be provided with a full transcript of all proceedings relating to the execution of any such amendment or supplement.

SECTION 34. AMENDMENT OF RESOLUTION WITH CONSENT OF HOLDERS OF BONDS. Except as provided in Section 33 hereof, no material modification or amendment of this Resolution or of any resolution supplemental hereto shall be made without the consent in writing of the Holders of fifty-one percent (51%) or more in the principal amount of the Bonds of each Series so affected and then Outstanding. For purposes of this Section, to the extent any Bonds are insured by a Bond Insurance Policy or are secured by a Credit Facility and such Bonds are then rated in as high a rating category as the rating category in which such Bonds were rated at the time of initial issuance and delivery thereof by either S&P, Moody's or Fitch or successors and assigns, then the consent of the Insurer or Insurers of such Bond Insurance Policy or the issuer or issuers of such letter of credit shall be deemed to constitute the consent of the Holder of such Bonds. No modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon or in the amount of the principal obligation thereof or reduce the percentage of the Holders of the Bonds required to consent to any material modification or amendment hereof without the consent of the Holder or Holders of all such obligations. For purposes of the immediately preceding sentence, the issuer or issuers of a Bond Insurance Policy or a Credit Facility shall not consent on behalf of the Holders of the Bonds. No amendment or supplement pursuant to this Section 34 (but not including Section 33 hereof) shall be made without the consent of the Bondholders or the Insurers of Bonds.

SECTION 35. PAYMENTS TO CREDIT FACILITY. In connection with any Bonds, the City may obtain or cause to be obtained one or more Credit Facilities and agree with any issuer of a Credit Facility to reimburse such issuer directly for amounts paid under the terms of such Credit Facility, together with interest thereof; provided, however, that no obligation to reimburse an issuer of a Credit Facility shall be created, for purposes of this Resolution, until amounts are paid under such Credit Facility. Such payments are referred to herein as "Reimbursement Obligations." Any Reimbursement Obligation may be secured by a pledge of and a lien on the Pledged Revenues on a subordinate basis to the lien created herein in favor of the Holders of the Bonds. Any such Reimbursement Obligation shall be deemed to be a part of the Series to which the Credit Facility which gave rise to such Reimbursement Obligation relates.

SECTION 36. SEVERABILITY. If any provision of this Bond Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 37. APPLICABLE PROVISIONS OF LAW. This Bond Resolution shall be governed by and construed in accordance with the laws of the State.

SECTION 38. MEMBERS OF THE CITY COUNCIL OF THE CITY EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of the Bond Resolution or the Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Council of the City, past, present or future, either directly or through the City, it being expressly understood (1) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Council of the City, under or by reason of the obligations, covenants or agreements contained in this Bond Resolution or implied therefrom, and (2) that any and all such personal liability, either at common law or in equity or by constitution or statute, and any and all such rights and claims against, every such member of the City Council of the City, are waived and released as a condition of, and as a consideration for, the execution of this Bond Resolution and the issuance of the Bonds, on the part of the City.

SECTION 39. AUTHORIZATIONS. The Mayor and any member of the City Council, the City Manager, the City Attorney, Bond Counsel, the Clerk and such other officials, employees and agents of the City as may be designated by the City are each designated as agents of the City in connection with the issuance and delivery of the Series 2016 Bonds and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the execution and delivery of the Series 2016 Bond, and which are specifically authorized or are not inconsistent with the terms and provisions of this Bond Resolution.

SECTION 40. ALTERNATIVE METHOD. This Bond Resolution shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Bond Resolution, being necessary for the health, safety and welfare of the inhabitants and/or property owners of the City, shall be liberally construed to effect the purposes hereof.

SECTION 41. DECLARATION OF INTENT. As of the date of adoption of the Original Bond Resolution, the City expressed its intention to be reimbursed from proceeds of a future tax-exempt financing for expenditures to be paid by the City in connection with the Project. Pending reimbursement the City has used and will use funds on deposit in its General fund to pay Project Costs. It is reasonably expected that the total amount of debt to be incurred by the City with respect to the Project will not exceed $8,000,000. This Bond Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Code with respect to the Project.

SECTION 42. REPEALER. All prior resolutions or parts of prior resolutions in conflict with this Bond Resolution are hereby repealed to the extent of the conflict.

SECTION 43. EFFECTIVE DATE. This Bond Resolution shall take effect immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED AT A REGULAR COUNCIL MEETING THIS 7th DAY OF NOVEMBER 2016.

_____

HENRY U. PARRISH, III
Mayor

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF_____ 2016.

_____

CARIE SHEALY
City Clerk

APPROVED AS TO FORM:

_____

ANTHONY A. GARGANESE
City Attorney

EXHIBIT A

FORM OF BOND

No. R-____ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF BREVARD
CITY OF COCOA, FLORIDA
FIRE PROTECTION ASSESSMENT REVENUE BONDS, SERIES 2016

MATURITY DATE:	INTEREST RATE:	DATED DATE:	CUSIP:

Principal Amount:

The City of Cocoa, Florida (hereinafter called the "City") for value received, hereby promises to pay to the order of the Registered Owner identified above or registered assigns, as herein provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida from the sources hereinafter mentioned, the Principal Amount identified above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from said sources, to the Registered Owner hereof by wire transfer or check transmitted to the Registered Owner at his address as it appears on the Bond registration books of the City as it appears on the 15th day of the calendar month preceding the applicable interest payment date, interest on said Principal Amount at the Interest Rate per annum identified above on each _____ 1 and _____ 1 commencing _____ 1, _____ from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which case it shall bear interest from said interest payment date, or unless this Bond is registered and authenticated prior to _____, _____, in which event this Bond shall bear interest from _____, ____.

(Insert Optional and/or Mandatory Redemption Provisions)

Notice of such redemption shall be given in the manner required by the Resolution (as defined below).

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of $_____ of like date, tenor and effect, except as to number, principal amount, maturity, redemption provisions and interest rate, issued to finance the acquisition and construction of three (3) three new fire station facilities and other equipment of the City relating to fire protection and suppression services, all in full compliance with Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Cocoa, Florida, and other applicable provisions of law and Resolution No. 2016-__ duly adopted by the City on _____, 2016, as amended and supplemented (hereinafter collectively called the "Resolution") and is subject to all the terms and conditions of such Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

This Bond is payable solely from and secured by a pledge of the Fire Protection Assessments levied and collected by the City, and the moneys in certain funds and accounts created pursuant to the Resolution (collectively, the "Pledged Revenues") in the manner and to the extent provided in the Resolution. Reference is made to the Resolution for more complete definition and description of the Pledged Revenues.

This Bond does not constitute a general indebtedness of the City within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Holder of this Bond that such Bondholder shall never have the right to require or compel the exercise of the ad valorem taxing power of the City or taxation of any real or personal property therein for the payment of the principal of and interest on this Bond or the making of any debt service fund, reserve or other payments provided for in the Resolution.

It is further agreed between the City and the Holder of this Bond that this Bond and the indebtedness evidenced thereby shall not constitute a lien on any property of or in the City, but shall constitute a lien only on the Pledged Revenues all in the manner provided in the Resolution.

The City has entered into certain further covenants with the Holders of the Bonds of this issue for the terms of which reference is made to the Resolution.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and Statutes of the State of Florida.

This Bond is and has all the qualities and incidents of a negotiable instrument under Article 3 of the Uniform Commercial Code, the State of Florida, Chapter 673, Florida Statutes, as amended.

The transfer of this Bond is registrable by the Bondholder hereof in person or by his attorney or legal representative at the designated corporate trust office of the Registrar but only in the manner and subject to the conditions provided in the Resolution and upon surrender and cancellation of this Bond.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Cocoa, Florida, has issued this Bond and has caused the same to be signed by the Mayor and countersigned and attested to by the City Clerk, (the signatures of the Mayor and the City Clerk being authorized to be facsimiles of such officers' signatures) and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Dated Date.

CITY OF COCOA, FLORIDA

(SEAL)

By:_____

Name: Henry U. Parrish, III
Title: Mayor

ATTESTED AND COUNTERSIGNED:

By:_____

Name: Carie Shealy
Title: City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Resolution.

Date of Authentication:

_____

_____
Registrar, as Authenticating Agent

By:_____
Authorized Officer

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto _____ _____ (Please insert Social Security or other identifying number of transferee) _____ _____ the attached bond of the City of Cocoa, Florida, and does hereby constitute and appoint, _____, attorney, to transfer the said Bond on the books kept for Registration thereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed by _____

[member firm of the New York Stock Exchange or a commercial bank or a trust company.] _____

NOTICE: No transfer will be registered and no new Bonds will be issued in the name of the transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the transferee is supplied.

_____(manual or facsimile)_____

Authorized Officer

[END OF FORM OF BOND]

CERTIFICATE OF VALIDATION

This Bond was validated by judgment of this Circuit Court of the Eighteenth Judicial Circuit of the State of Florida, in and for Brevard County, Florida rendered on August 18, 2016.

CITY OF COCOA, FLORIDA

By: _____
Its: Mayor

EXHIBIT B

FORM OF BOND PURCHASE CONTRACT

EXHIBIT C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

Legislation Details (With Text)

File #:	16-493	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	10/24/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Council approval of a new Mutual Aid Agreement with the City of Rockledge. (Fire Department)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2016 Fire Mutual Aid Agreement Rockledge.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 24, 2016
Agenda Date: November 7, 2016
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Council approval of a new Mutual Aid Agreement with the City of Rockledge.

BACKGROUND:

Currently, the City has a Mutual Aid (MA) agreement with the City of Rockledge. The agreement was last updated in 1994. The Agreement also provides for Mutual Aid at the request of either party into the other's jurisdiction. These types of agreements should be reviewed on a more frequent basis to adjust for changes in geographical boundaries and service requirements.

After a review of Mutual Aid responses by the City and Rockledge into each other's respective response areas it was determined that the exchange of services is beneficial to both the Cities.

In the best interest of the public health, safety and welfare of our citizens to have mutual aid agreements with our neighboring agencies. To this end, it is appropriate for The City and Rockledge to share emergency response resources utilizing the request for Mutual Aid response to better protect the lives of our citizens and firefighters. This new agreement will adjust the Mutual-Aid Response Area (MARA) to capture any changes in the boundaries of City of Rockledge (Appendix A) and the City of Cocoa (Appendix B) since 1994. The Agreement will be for two years with the approval of the City of Cocoa and the City of Rockledge and upon filing with the Clerk of the Court in and for Brevard County and shall automatically renew for Three (3) additional (1) year terms unless terminated by either party as described in the agreement.

This agreement will be reviewed annually by Fire to ensure it is in the best interest of the City and its citizens.

STRATEGIC PLAN CONNECTION:

Public Safety -Increasing our minimum daily staffing number ensures the city is strategically allocating its human resources to provide for the safety of its firefighters and the most effective and efficient delivery of public safety for residents and businesses.

BUDGETARY IMPACT:

Budgeted No

Amount Requested $ 0
Account Number
Account Name

Source of Funds: None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approval of new Mutual Aid Agreement with the City of Rockledge.

INTERLOCAL AGREEMENT REGARDING MUTUAL AID BETWEEN THE CITY OF ROCKLEDGE AND THE CITY OF COCOA

This AGREEMENT (the "agreement"), entered into this 1st day of January, 2017 by and between the City of Cocoa, a municipality incorporated under the laws of Florida (hereinafter referred to as "Cocoa"), and the City of Rockledge, a municipality incorporated under the laws of Florida (hereinafter referred to as "Rockledge").

WITNESSETH:

WHEREAS, the cities of Cocoa and Rockledge desire to enter into this Agreement for the purposes of allowing Cocoa and Rockledge to share emergency resources by securing to each the benefits of a mutual aid response for the protection of lives and property of their citizens.

WHEREAS, Cocoa and Rockledge find that it is in their respective best interests, and that it is in the best interest of the public health, safety and welfare of their citizens, for Cocoa and Rockledge to share emergency response resources in a mutual aid fashion; and

WHEREAS, this Agreement is authorized pursuant to §163.01, Florida Statutes, as an interlocal agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties hereto agree as follows:

SECTION 1. TERM:

This Agreement will commence and be effective upon its approval and execution by the elected governing bodies of both Cocoa and Rockledge and filing with the Clerk of the Circuit Court in and for Brevard County, Florida. This Agreement shall be effective for an initial two (2) year period. Following the expiration of the initial two (2) year term, this Agreement shall automatically renew for three (3) successive one (1) year periods, unless either party provides the other party with written notice of termination of this Agreement as provided In Section 2 below. All terms and conditions hereof shall remain in full force and effect during the initial term and any renewal periods unless this Agreement is amended as provided in Section 2 below.

SECTION 2. TERMINATION/AMENDMENT OF AGREEMENT:

2.1 This Agreement may be terminated by either party upon written notice of termination to the other party at least forty-five (45) days prior to the date of such termination.

2.2 Either party may request that this Agreement be revised. Such requests must be placed in writing and address the reason for the amendment as well as provide proposed amended language. In order to be deemed effective, the amendment must be approved by the respective governing bodies of Cocoa and Rockledge and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

SECTION 3. SERVICES PROVIDED:

Except to the extent provided herein, Cocoa and Rockledge agree that their respective fire rescue departments will provide primary emergency services within their own jurisdictions.

3.1 Statement of Reciprocity - Cocoa and Rockledge agree to share both unique and common

emergency response resources for the purpose of expeditious and effective emergency service delivery to Cocoa and Rockledge citizens alike. In that the services are provided by both Cocoa and Rockledge in a mutually beneficial manner, there shall be no monetary payments to either Cocoa or Rockledge for services identified in this Agreement.

3.2 Mutual Aid - To provide the highest level of protection possible within the Response Area defined herein, Cocoa and Rockledge hereby agree to provide Mutual Aid to their respective jurisdictions for all emergency requests for service including, but not limited to, first responder medical calls, fire calls, and hazardous materials calls as follows:

1. Upon request to a representative of the City of Rockledge Fire Department by a representative of the City of Cocoa Fire Department, firefighting equipment and personnel of the City of Rockledge Fire Department will be dispatched to any point within the firefighting jurisdiction of the City of Cocoa Fire Department as designated by the representative of the City of Cocoa Fire Department.

2. Upon request to a representative of the City of Cocoa Fire Department by a representative of the City of Rockledge Fire Department, firefighting equipment and personnel of the City of Cocoa Fire Department will be dispatched to any point within the firefighting jurisdiction of the City of Rockledge Fire Department as designated by the representative of the City of Rockledge Fire Department.

3. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

a) The requesting organization understands that in order for mutual aid assistance to be rendered, the Fire Department having jurisdiction must have at least one truck on the scene which requires additional assistance or a condition exists where simultaneous emergencies have occurred or may occur requiring the assistance of mutual aid.

b) The authority having the jurisdiction shall take charge of the operation and designate the location of the responding equipment. This may be to stand by in their station for additional emergencies or to assist in the initial emergency at the discretion of the Incident Commander, the Fire Chief or his/her representative, from which mutual aid has been requested.

c) The Fire Chief, or officer-in-charge appointed by the Fire Chief, will dispatch only that equipment and manpower which, in his/her judgement, will not jeopardize the fire protection responsibilities within his/her own municipality.

d) Any request for aid hereunder shall include the amount and type of equipment and number of personnel requested but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization, subject to the availability of manpower and equipment.

e) The responding organization shall report to the officer-in-charge of the requesting organization at the locations to which the equipment is dispatched and shall be subject to the orders of that official. The firefighters in the assisting department will be supervised by their own officers who are, in turn commanded by the officers of the department requesting mutual aid.

f) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the

responding organization is needed within the area for which it normally provides fire protection.

4. Mutual Aid Response Area (MARA) - The geographical area, in which Cocoa and Rockledge agree to provide Mutual Aid, is identified in Appendix A, and B incorporated herein by reference, which area shall be referred to as the Mutual Aid Response Area (or the "Response Area") and shall consist of the identified Cocoa and Rockledge municipal areas.

5. Service Standard -The Responding Party and Receiving Party shall utilize National Fire Protection Standard 1500, as defined in Florida Statute Section 633.508, to ensure that the Incident Command System, the Personnel Accountability System and the 2 in 2 out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this Agreement and cause for immediate termination, notwithstanding the notice provision set forth in Section 2.

6. Communication and Notification of Non-response - Should either Cocoa or Rockledge be unable to respond and provide mutual aid in response to a request for aid as outlined in this agreement, the declining party shall immediately notify the appropriate Dispatch Center.

SECTION 4. **PAYMENT:**

There shall be no payment to either Cocoa or Rockledge for services identified in this Agreement.

SECTION 5. ADDITIONAL EQUIPMENT:

No additional equipment is contemplated by Cocoa or Rockledge for services identified in this Agreement.

SECTION 6. NOTIFICATION:

Any required notice to be provided by either party to this Agreement, other than an emergency call and dispatch, shall be delivered to the other party's representative at the following locations:

Tim Matson, Fire Chief
Rockledge Fire & Emergency Services
1800 Rockledge Boulevard
Rockledge, FL 32956-0488

Gene Prince, Fire Chief
Cocoa Fire Department
114 First Street
Cocoa, FL 32922

With a copy to:

Dr. Brenda Fettrow, Rockledge City Manager
City of Rockledge
1600 Huntington Lane
Rockledge, Florida 32955

John Titkanich, Cocoa City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Any notice to be sent to Cocoa or Rockledge under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first class U.S. mail, or by nationally recognized overnight courier to the last known address of said Cocoa or Rockledge with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either party hereto may unilaterally

change the person to whom a mailing is to be sent or the address of said person by giving notice to the other party as provided for herein.

SECTION 7. AUDITING, RECORDS AND INSPECTION:

7.1 In the performance of this Agreement, Cocoa and Rockledge shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691-61 .0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by Cocoa and Rockledge for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Section 401.30, Florida Statutes.

7.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of Cocoa or Rockledge, under this Agreement shall be subject to copyright by either party in the United States or any other country.

7.3 Cocoa and Rockledge agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.

7.4 Upon a request for public records related to this Agreement, Cocoa or Rockledge, as the case may be, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to Cocoa or Rockledge, as the case may be.

SECTION 8. JURISDICTION, VENUE AND CHOICE OF LAW:

All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this Agreement shall be filed in Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action, and any trial shall be nonjury.

SECTION 9, ATTORNEY'S FEES AND COSTS:

In the event of any litigation between the parties arising out of this Agreement, each party will bear its own attorney's fees and costs.

SECTION 10. SEVERABILITY:

If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by either party to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Agreement. The remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

SECTION 11. **INDEMNIFICATION HOLD HARMLESS:**

11.1. To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, Cocoa shall indemnify and hold harmless Rockledge and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including

death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused in whole or in part by the negligence of Cocoa.

11.2 To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, Rockledge shall indemnify and hold harmless Cocoa and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense Is caused in whole or part, by the negligence of Rockledge.

11.3 Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

11.4 In agreeing to this provision, neither party intends to waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided by law. Nothing herein shall be construed as consent by Cocoa or Rockledge to be sued by third parties in any matter arising out of any contract. Notwithstanding the foregoing, the parties intend to avail themselves of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. The parties acknowledge that specific consideration has been exchanged for this provision.

SECTION 12. INDEPENDENT CONTRACTORS:

Cocoa and Rockledge are each Independent Contractors of one another. It Is specifically understood and agreed to by and between the parties hereto that a material provision in this Agreement is that the relationship between Cocoa and Rockledge is one in which each party and its employees are independent contractors of the other party, and not as agents, employees, joint ventures, or other partners and neither are entitled to any benefits of the other party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

SECTION 13. LIABILITY FOR EMPLOYEES/AGENTS:

Each jurisdiction shall bear responsibility for any injury or loss caused by its agents, representatives, official, employees or volunteers (hereinafter "agents") while such agents are acting outside their jurisdiction. In no event shall either party's liability for damages exceed the monetary limits, or the type of damages recoverable under section 768.28. Florida Statutes, as that section may be amended from time to time.

SECTION 14. ASSIGNMENTS:

Neither Cocoa nor Rockledge, its assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party.

SECTION 15, ENTIRE AGREEMENT:

This Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties, except that the fire chiefs of Cocoa and Rockledge are authorized to mutually agree in writing to mutual aid unit response assignments. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement

SECTION 16. INTERPRETATION:

Both Cocoa and Rockledge have had the opportunity to consult with legal counsel and to participate in the crafting of this Agreement. Consequently, this Agreement shall not be more strictly or more harshly construed against either party as the drafter hereof.

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

ATTEST:

_____
Carie Shealy, City Clerk
City of Cocoa

CITY COUNCIL OF COCOA, FLORIDA

By: _____
Henry Parrish III, Mayor

By: _____
Gene Prince, Fire Chief

ATTEST:

_____
Lisa Nicholas, City Clerk
City of Rockledge

CITY OF ROCKLEDGE, FLORIDA

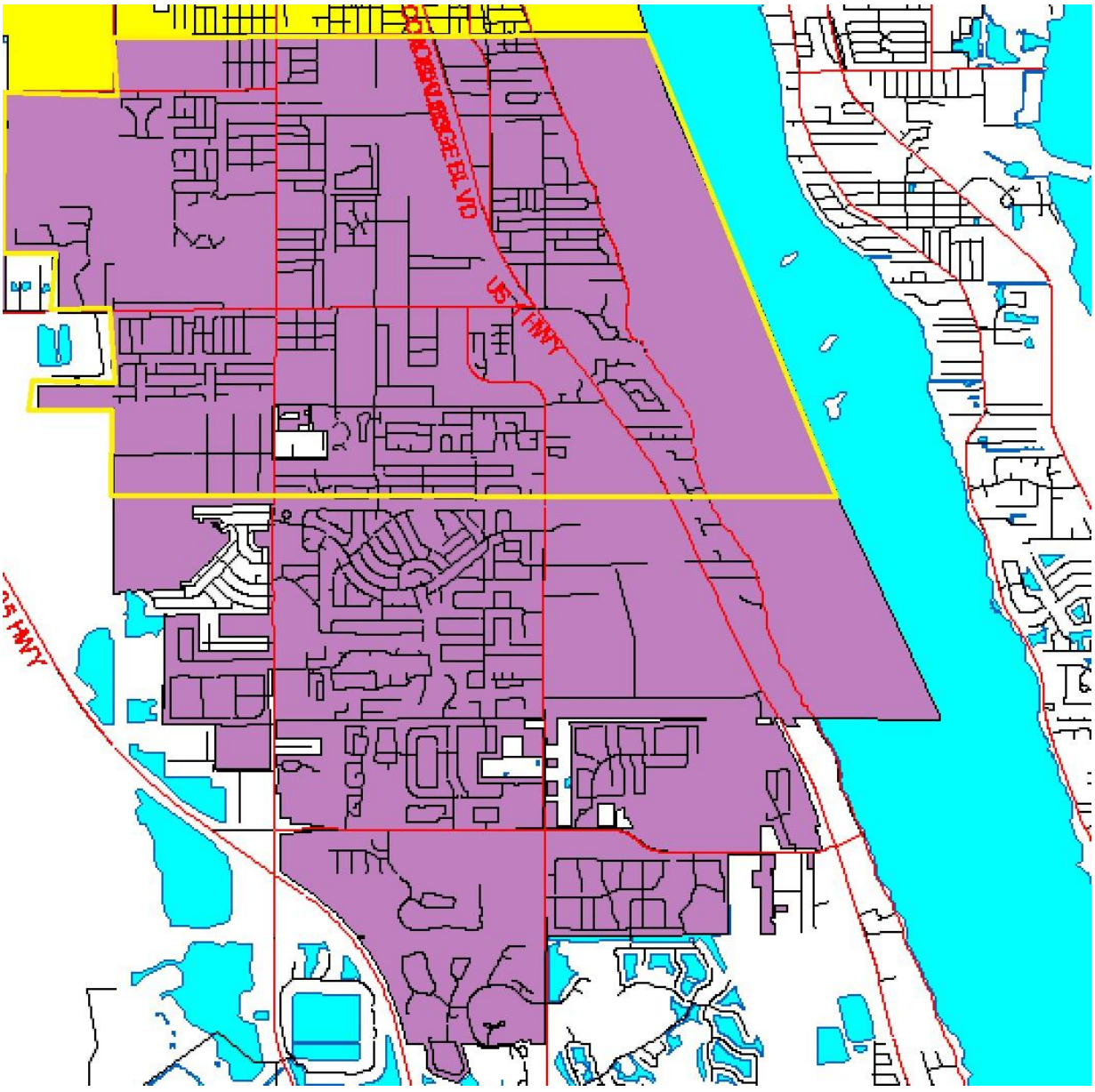
By: _____
Thomas J. Price, Mayor

By: _____
Timothy Matson, Fire Chief

APPENDIX A

Mutual Aid Response Area (MARA)

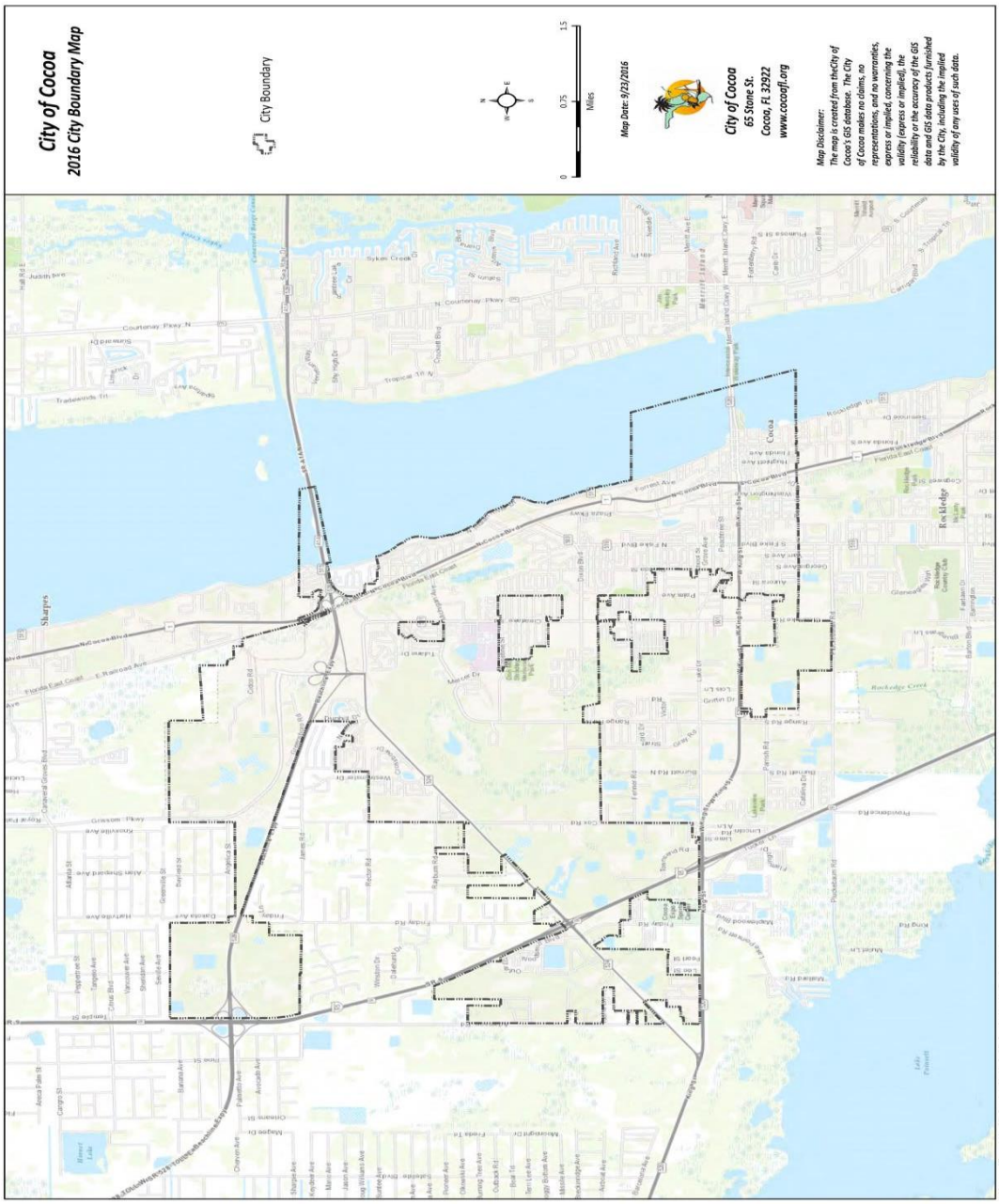
City of Rockledge



Rockledge -

APPENDIX B

Mutual Aid Response Area (MARA)
City of Cocoa



Legislation Details (With Text)

File #:	16-503	**Version:** 1	**Name:**		
Type:	Report		**Status:**	City Business	
File created:	10/28/2016		**In control:**	City Council	
On agenda:	11/7/2016		**Final action:**		
Title:	Consider a request by Picerne Affordable Development, LLC for a sewer impact fee waiver in the amount of $50,000 or some other form of local government contribution for a proposed low income housing tax credit rental project called The Pointe at London Cove. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Picerne Affordable Development, LLC.pdf 3442-PointeAtLondonCove-110216-Conceptual Site Plan.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 28, 2016
Agenda Date: November 7, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Consider a request by Picerne Affordable Development, LLC for a sewer impact fee waiver in the amount of $50,000 or some other form of local government contribution for a proposed Low Income Housing Tax Credit rental project called The Pointe at London Cove.

BACKGROUND:

On October 27, 2016, Picerne Affordable Development, LLC submitted a proposal to the City for a local government contribution in the amount of $50,000 as required by the Florida Housing Finance Corporation's 9% Low Income Housing Tax Credit 2016 Request for Applications. The name of the proposed development is The Pointe at London Cove. The property is approximately 11.5 acres (Parcels: 24-36-18-00-502 & 24-36-18-00-500.1) located on the rear portion of a master development parcel west and contiguous to the Publix at Cocoa Commons. The site is generally located west of the intersection of State Road 524 and East Industry Road (located across from Coventry Subdivision).

Demographic: Family
Approximate Total Development Cost: $15,750,000
Unit Mix and Unit Sizes:
Two Bedroom: 48 Units, Each between 1,100 and 1,200 square feet in size
Three Bedroom: 36 Units, Each approximately 1,325 square feet in size

Total: 84 Units

Of the 84 units, as per Florida Housing Finance Corporation requirements, 10% of the units will serve extremely low-income (ELI) households, of which 5% (or 5) of the units (which equates to 50% of the ELI units) will serve the developmentally disabled and special needs population.

If City Council were desirous to consider a sewer impact fee waiver such action shall require the affirmative vote of at least four (4) members of Council in accordance with Resolution 98-2, which was approved on January 13, 1998. Resolution 98-2, amended Resolution 93-27, relating to the issuance by the City of water and sewer system improvement revenue bonds to establish different rate classes and the reduction and waiver of rates, fees, charges, and assessments under limited circumstances. Resolution 98-2, and the provisions set forth therein, constitute an important existing bond covenant which was made by the City to the City's water and sewer bond holders. The covenants must be strictly adhered to by the City and enforced.

Notwithstanding, Resolution 98-2 does allow, in very limited circumstances, the City to reduce or waive the imposition of any rates, fees, charges or assessments for individual users located within the City limits of any component or components of the Water and Sewer System if the City determines and finds that it is in the best interests of the health, safety and general welfare of its citizens to grant such reduction or waiver. Specifically, the covenant requires that the waiver or reduction of such rates, fees, charges or assessments will require prior findings of the Council that:

(i) such action will result in a substantial increase in the City's tax base or offer additional jobs to the citizens of the City, and
(ii) such action will not impair the City's ability to meet the covenants in the Resolution. Such action shall require the affirmative vote of at least four (4) members of Council.

On a previous, and fairly recently round of LIHTC applications, and fairly similar project, City Council's direction was to only support a LIHTC project that focused on senior housing with a 5 percent set-aside to serve developmentally disabled and special needs. Staff would submit conditions within our community have not materially changed and there are still a substantial number of attainable housing choices within our community. Moreover, it has long been identified that the City needs to attract a diversity of housing choices, with an emphasis on market rate and/or mixed income housing, to stabilize local housing market conditions.

All new development projects are required to pay a variety of different impact fees in accordance with applicable City Codes. Impact fees are uniformly applied. Waivers of impact fees cannot be freely granted by the City absent some overriding legitimate government policy supporting the issuance of a waiver.

While the developers provided the attachment in support of their request, staff does not feel at this time, the developers have provided sufficient information and data in a timely manner to allow for city staff to adequately evaluate the propriety of the developer's proposal. The data provided is for Brevard County and not specific to the City of Cocoa.

With regard to the findings City Council must make, City staff does not believe the project will result in a substantial increase in the City's tax base and permanent jobs created would not be significant. Moreover, in all likelihood, the only jobs created would be temporary construction jobs (assuming the developer hires local Cocoa employees). Regarding the second finding, City staff believes approving

the request would not impair the City's ability to meet the covenants in the enabling Resolution, but approval would require the affirmative vote of at least four (4) members of City Council.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting this project would provide rental housing opportunities to households making 60 percent or less of the area median income and developmentally disabled and special needs populations. However, it would not further the City's efforts to stabilize its local housing market to enable opportunities to attract market-rate housing opportunities.

BUDGETARY IMPACT:

There is no direct budgetary impact at this time. However, if City Council were to approve the developer's request, the City would forgo $50,000 in future impact fees or a $50,000 local government contribution.

PREVIOUS ACTION:

Resolution 98-2 was approved by City Council on January 13, 1998, establishing a bond covenant that authorizes the City to waive sewer impact fees under very specific and limited circumstances (as described in greater detail above).

RECOMMENDED MOTION:

Consider a request by Picerne Affordable Development, LLC for a sewer impact fee waiver in the amount of $50,000 or some other form of local government contribution for a proposed low income housing tax credit rental project called The Pointe at London Cove.

Cocoa, Florida

THE POINTE AT LONDON COVE

Picerne Affordable Development, LLC
247 N. Westmonte Drive
Altamonte Springs, FL 32714
Attn: Todd Wind

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PICERNE
REAL ESTATE GROUP

Picerne Real Estate Group, founded in 1925, is a vertically integrated company that develops, builds, and manages residential communities. With offices in Arizona, Florida, Rhode Island and Puerto Rico, Picerne has developed over 40,000 units and has consistently been among the Top 25 owners/managers/builders in the United States as ranked by Builders Magazine, National Real Estate Investor, and Multifamily Executive.

The Company currently owns and manages 15,000 rental units, and has historically developed between 1,000 and 4,000 units each year nationwide. Picerne's Florida office opened in Orlando in 1984 and is organized and operated by Robert Picerne. Today the company has several projects under construction, and has a development pipeline in target markets that include Orlando, Tampa, Sarasota, Austin, and Massachusetts, among others.



Top 25 in the U.S.

Picerne has been among the Top 25 Owners /Managers/Builders in the United States as ranked by Multifamily Executive and Builders Magazine



Best of the Best

Picerne has been ranked 20th among the Best of The Best Apartment Managers by National Real Estate Investor Magazine.



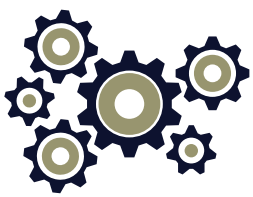
Units Owned & Self Managed

Picerne currently owns and manages over 15,000 rental units, and has historically developed between 1,000 and 4,000 units per year nationwide.



Units Developed

With offices in Arizona, Florida, Rhode Island, and Puerto Rico, Picerne has developed over 40,000 units.



Development Pipeline

Picerne has several projects under construction and has a development pipeline in target markets that include Florida, Texas, and Massachusetts, among others.

Development Team

Robert Picerne *President*

Robert Picerne is the President of Picerne Development Corporation of Florida, the Southeast affiliate of Picerne Real Estate Group. Mr. Picerne has been with Picerne since 1978, and is responsible for all acquisitions, project design, development, construction, and property management in the southeast region. He is a State of Florida Licensed General Contractor, and has successfully developed over 25,000 multifamily units in twenty-two states and Puerto Rico. Mr. Picerne is a graduate of Brown University.

Ed Wernecke *Executive Vice President*

Edward Wernecke is an Executive Vice President of Property Management. Mr. Wernecke joined Picerne in 1989. He is head of operations and responsible for directing all Property Management activities for the Northeast and Southeast portfolios which included over 20,000 units. He is also involved in researching new markets in the project review process for new acquisitions and developments. He is a Certified Property Manager and a Florida Licensed Real Estate Broker. Mr. Wernecke earned a Bachelor degree in Accounting and Business Administration from St. Ambrose University.

Richard Haley *Senior Vice President*

Richard Haley is Senior Vice President of Finance. Mr. Haley joined Picerne in 1997. He is responsible for all aspects of asset managment including construction and permanent financing, closing of financial transactions, portfolio management, asset disposition and repositioning, and debt restructuring. He is a State of Florida Licensed Certified Public Accountant, and oversees the financial performance of all new construction, acquisition and repositioning ventures undertaken by Picerne. Mr. Haley earned a Bachelor and Master's degree in Accounting from the University of Florida.

Stephen Novacki *Vice President*

Stephen Novacki is Vice President of Acquisitions & Development. Mr. Novacki joined Picerne in 2012 after five years with a Boca Raton based Acquisitions and Mortgage Banking Group, and five years with an Orlando based Multifamily Developer. In these capacities, Mr. Novacki has successfully closed over twenty commercial real estate transactions, whose total value exceeds $500 million. He is responsible for the acquisition of new projects, market rate development, and new business opportunities. He also has primary responsibility for the company’s equity relationships. He earned a Bachelor of Science in Business Administration, majoring in Finance and Investments from Babson College.

Todd Wind *Vice President*

Todd Wind is Vice President of Development. Mr. Wind joined Picerne in 2014 after three years with an Altamonte Springs based multifamily Management Company, and six years with a New York City based Real Estate Developer. He earned a Bachelor of Science in Business Administration, with a concentration in Business Management from Colorado State University. In his role as Vice President, Mr. Wind oversees the company's affordable housing portfolio throughout the southeastern United States. He manages a team which is responsible for site acquisition and development of affordable housing throughout Florida and Texas.

Ike Cottle *Assistant Vice President*

Ike Cottle is Assistant Vice President of Development. Mr. Cottle joined Picerne in 2016 after working as a land broker and development consultant at a boutique commercial real estate services firm in Orlando, FL. He is responsible for site acquisition and development of affordable multifamily housing throughout the State of Florida. He earned his Bachelor of Science (B.S.B.A) with a concentration in Finance and a Master of Science in Real Estate (M.S.R.E) from the University of Central Florida.

Gary Pascioni *Senior Vice President*

Gary Pascioni is the Senior Vice President of Construction. Mr. Pascioni joined Picerne in 1986. He is responsible for all construction operations, and has successfully completed over 25,000 multifamily units for Picerne including garden style, mid-rise and single family developments in twenty-two states and Puerto Rico. He holds a contractor’s license in Alabama, Florida, Mississippi, New Mexico, South Carolina, Tennessee, Texas and West Virginia. Mr. Pascioni earned a Bachelor degree in Industrial Engineering from State University College.

PICERNE DEVELOPMENT
CORPORATION OF FLORIDA

Picerne Management Corporation



Picerne Management Corporation ("PMC") is an Accredited Management Organization (AMO) by the Institute of Real Estate Management. PMC's philosophy is "Our people make the difference".



Led by Ed Wernecke, CPM, PMC manages over 18,000 rental units throughout the Northeast, Southeast, Midwest and Southwest.

Satellite offices provide local expertise while a national presence provides economics of scale and information-sharing to stay at the forefront of multifamily trends.



In addition to its management team, PMC has specialized leasing, compliance, and maintenance divisions which work with property managers and district managers to address any and all site-level needs.



With experience in Section 8, LIHTC, tax-exempt bond financing, public housing/mixed income communities, and market rate properties, PMC can tackle all your property management needs.

Development Narrative
The Pointe at London Cove

Executive Summary

The name of the proposed development is The Pointe at London Cove. The property is located on the rear portion of a master development parcel west and contiguous to the Publix at Cocoa Commons. The site is generally in the southwest quadrant of the intersection of State Road 524 and East Industry Road in Cocoa, Florida.

Address: State Road 524, Cocoa, 32926
Parcels: 24-36-18-00-502 & 24-36-18-00-500.1 –11.5+/- Acres
Demographic: Family
Approximate Total Development Cost: $15,750,000
Unit Mix and Unit Sizes:

Two Bedroom: 48 Units, Each between 1,100 and 1,200 square feet in size
Three Bedroom: 36 Units, Each approximately 1,325 square feet in size
Total: 84 Units

The projected rents are as follows:

Unit Type	Income Level Served	# of Units (A)	# of Bedrooms	# of Bathrooms	Max Gross Rent / Unit (C)	Tenant Utility Allowance (D)	Max Net Rent / Unit (C) - (D) = (E)
Rent Restricted							
TC35 (ELI)	35%	5	2	2.0	$464	$85	$379
TC35 (ELI)	35%	4	3	2.0	$536	$100	$436
TC60	60%	43	2	2.0	$796	$85	$711
TC60	60%	32	3	2.0	$919	$100	$819
Total	--	84	--	--	$3,687	$370	$3,317

Of the 84 units, as per Florida Housing Finance Corporation requirements, 5% of the units (which equates to 50% of the ELI units) will serve the developmentally disabled and special needs population. Picerne Management Corporation will achieve this requirement through partnership with local agencies.

Picerne Management Corporation will professionally manage the property and will have two office team members as well as two maintenance team members on site. Very strict background checks and credit checks will be conducted for all potential residents.

Project Summary

The Pointe at London Cove is an 84-unit development designated specifically to the family demographic in accordance with the Fair Housing Act, Florida Statutes, and other governing rules and regulations.

The Local Government Contribution application and attachments outline a proposed affordable housing development located within the city of Cocoa, Florida. The proposed development is to accommodate 84 units of restricted rental housing utilizing Florida Housing Finance Corporation ("FHFC") 9% competitive Housing Credits. FHFC requires a Local Government Contribution in the amount of $50,000. We are submitting this letter and attached application in hopes of securing the Local Government Contribution in order be eligible for FHFC funding.

The proposed development will consist of four residential buildings with a clubhouse. There will be outdoor community spaces including a fenced play area ("Tot Lot") and a 20-foot by 20-foot picnic pavilion. Some of the units

will be handicapped equipped; providing home for even those the most in need. These units will adhere to ADA guidelines and features such as grab bars and roll-in showers.

The project will consist of 48 two bedroom, two bath units and 36 three bedroom, two bath units with all the amenities to let someone call it “home.” Each unit will have a full kitchen with all full size appliances, storage space, and ample living areas. We propose to set aside 5 two-bedroom units and 4 three-bedroom units as the Extremely Low Income (ELI) units. These units will be floating and will have the same features as the other units in the development.

Some of the units will be handicapped equipped; providing home for even those the most in need. These units will adhere to ADA guidelines and features such as grab bars and roll-in showers.

Building amenities will include but are not limited to a community center, library, and activity room. There will be services provided to enhance the daily life of the residents and make this development a great place to live. These services may include daily activities, literacy training and computer training. In addition, an afterschool program for children will be provided to the residents at no additional charge.

The project will adhere to all Florida Housing Finance Corporation standards, including, but not limited to the required and optional universal design and visitability features for 9% low-income housing tax credit funding. The development will be constructed to meet the requirements for the National Green Building Standard.

*Please note a SPE named London Cove LP is the Applicant with Picerne Investment Corporation as the Sponsor.

Resident Services

There will be services provided to enhance the daily life of the residents and make this development a great place to live. These services are as follows:

After School Program for Children

Provide supervised, structured, age-appropriate activities for children during after school hours, Monday through Friday. Activities must be on-site.

Literacy Training

Literacy tutor(s) will be made available to residents that will provide weekly literacy lessons to residents in private space on-site. Electronic media, if used, will be used in conjunction with live instruction.

Employment Assistance Program

A minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. The program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job. The instruction will include, but not be limited to, the following:

- Evaluation of current job skills
- Assistance in setting job goals;
- Assistance in development of and regular review/update of individualized plan for each participating resident;
- Resume assistance;
- Interview preparation; and
- Placement and follow-up services.

Development Narrative
The Pointe at London Cove

Needs Analysis

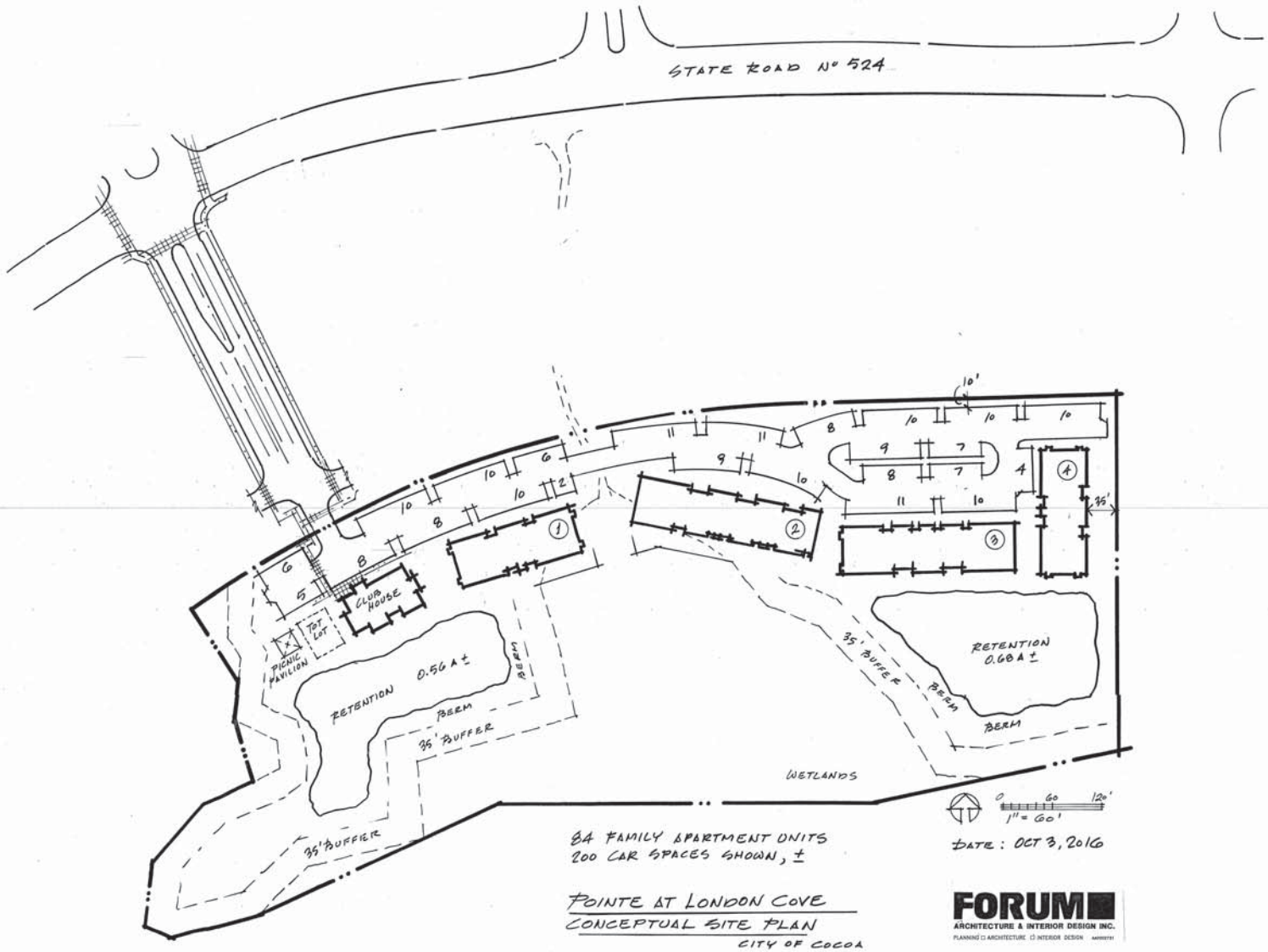
A. Type and number of housing units planned
   a. Demographic: Family
   b. Unit Mix and Unit Sizes:
      i. Two Bedroom: 48 Units, Each between 1,100 and 1,200 square feet in size
      ii. Three Bedroom: 36 Units, Each approximately 1,325 square feet in size
      iii. Total: 84 Units

B. Show evidence of proximity and Limited Development Areas
   a. Proximity – See following final proximity list
   b. LDA – See following the FHFC Website showing no LDAs are active for Brevard County

C. Adverse impact to other existing affordable housing developments
   a. The Florida Housing Data clearinghouse reports that as of 2015 there were 3,016 households at or below 50% AMI in Cocoa, FL. Of these 3,016 households, 2,312 pay more than 30% of their income towards rent (a staggering 76.7%). Since the LIHTC program serves the population at these income levels and provide a rent structure based around 30% of the income limits, The Pointe at London Cove will help alleviate the rent burden for the large number of households who pay more than 30% of their income towards rent.
   b. The below shows the following affordable developments are all above 95% occupied.

County	Target - Status	Total Developments	Total Units	Units Reported	Units Occupied	Avg Occ 9/15-2/16	Avg Occ 11/14-4/15	Avg Occ 11/13-4/14
Brevard	**2015: Partial Family**	**19**	**2,855**	**16,530**	**15,877**	**96.05%**	**94.95%**	**92.80%**
	Elderly - Active	2	312	1,656	1,625	98.13%	97.46%	94.34%
	Elderly - Pipeline	2	164	-	-			
	Elderly|MR - Active	2	319	1,530	1,465	95.75%	98.82%	98.43%
	Elderly|MR - Pipeline	1	156	-	-			
	Family - Active	13	2,030	12,180	11,652	95.67%	94.34%	92.06%
	Family - Inactive	1	304	-	-			
	Family|MR - Active	2	194	1,164	1,135	97.51%	96.13%	95.53%
	Homeless - Active	1	10	-	-			

D. Any special advantages to the development attracting renters
   a. Quick access to SR 528, SR 524, US 1 and I-95
   b. Proximity to Publix Grocery Store and Pharmacy
   c. Proximity to Cocoa High School
   d. Units will be built to the National Green Building Standard

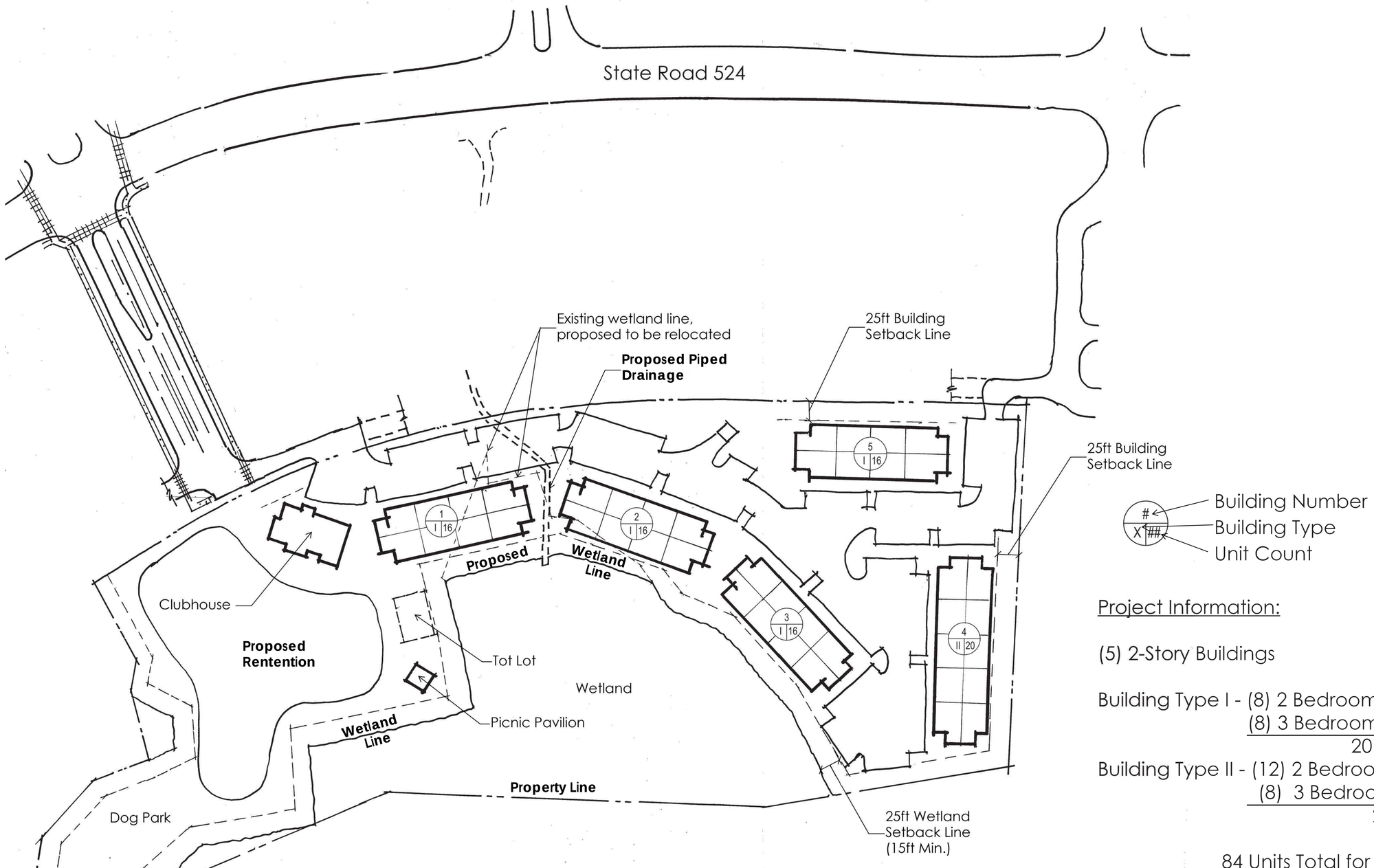


84 FAMILY APARTMENT UNITS
200 CAR SPACES SHOWN, ±

DATE : OCT 3, 2016

POINTE AT LONDON COVE
CONCEPTUAL SITE PLAN
CITY OF COCOA

FORUM
ARCHITECTURE & INTERIOR DESIGN INC.
PLANNING □ ARCHITECTURE □ INTERIOR DESIGN



Project Information:

(5) 2-Story Buildings

Building Type I - (8) 2 Bedroom Units
(8) 3 Bedroom Units
20 Units

Building Type II - (12) 2 Bedroom Units
(8) 3 Bedroom Units
20 Units

84 Units Total for Project
Min. 2 Parking Spaces per Unit

FORUM
237 S Westmonte Drive • Suite 220 • Altamonte Springs FL 32714
407-830-1400 • www.ForumArchitecture.com • AA002731

Conceptual Site Plan

60' 30' 0 60' 120'

N

POINTE AT LONDON COVE

02 NOV 2016 ▪ Cocoa, FL

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Legislation Details (With Text)

File #:	16-504	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	10/31/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Approval to apply for a Department of Homeland Security Assistance to Firefighters Grant to purchase Mobile Date Computers and software to improve in the appropriate dispatch of fire units and capture critical information during and after emergency responses. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Grant Applicaiton Submittal Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 20, 2016
Agenda Date: November 7, 2016
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Council approval to apply for a Department of Homeland Security Assistance to Firefighters Grant to purchase Mobile Date Computers and software to improve in the appropriate dispatch of fire units and capture critical information during and after emergency responses.

BACKGROUND:

The current tablets used for mobile date computers (MDCs) are ineffective and lose connectivity on a regular basis. MDCs are used to provide critical and timely information to emergency response units in the field. In addition, we are not able to fully utilize the capability of our Computer Aided Dispatch (CAD) system with the current tablets. We are limited in the information we can capture in Patient Care Reports (PCR) because the software module has limited expandability. This software can be upgraded to allow customization. The ability to use the Advanced Vehicle Locator (AVL) system in the CAD is also limited and is in need of an upgrade. If awarded, the funds from this grant would be used to purchase new MDCs and upgrade the software needed to improve our PCRs and AVL system.

STRATEGIC PLAN CONNECTION:

Public Safety - Effective emergency dispatch and response directly affects the timely delivery of emergency services to our citizens.

BUDGETARY IMPACT:

Budgeted No

If the grant is awarded the department will return to Council to amend the budget at that time. Grant award date is expected sometime before June 2017. The City would be committed to a 5% match if the grant is awarded. Source of the funds for the 5% match will be determined at that time.

Amount Requested $ 105,000.00
Account Number
Account Name General Fund

Source of Funds: Grant Source: Assistance to Firefighters Grant Amount requested is $105,000.00 Account Number is

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approval to apply for a Department of Homeland Security Assistance to Firefighters Grant to purchase Mobile Date Computers and software to improve in the appropriate dispatch of fire units and capture critical information during and after emergency responses.

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: FIRE	**DIVISION: FIRE**
POINT OF CONTACT: Gene Prince	**PROJECT MANAGER:**
NAME OF GRANT: FY 2016 Assistance to Firefighters Grants (AFG)	
CFDA#/CFSA#: 97.044	**DATE DEPT. RECEIVED RFP: 10/11/16**
AMOUNT REQUESTED: $ 105,000	**GRANT DUE DATE: 11/18/16**
PROJECT DESCRIPTION:	
COUNCIL REQUIRED: X YES	**TARGET DATE TO COUNCIL: 11/8/16**
MATCH REQUIRED: X YES **(IF YES, HOW MUCH :) $ 5%**	**MATCH BUDGETED: X NO**
REIMBURSEMENT GRANT: X YES	**SCHEDULE FOR REIMBURSEMENT: As Requested**
Expense Account Number(s) to be used: To Be Determined	
WHAT ARE THE REPORTING REQUIREMENTS? 1. Reports will be submitted as required by the grant award.	
FUTURE REQUIREMENTS TO CONSIDER:	
IS THE DEPARTMENT PREPARED TO APPLY: X YES	
EXPLAIN: 8 Mobile Data Computers for response units and software for Advanced Vehicle Locator (AVL) and Patient Care Reports (PCRs)	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director — Date: 10/27/16

Grants Administrator — Date: 10-28-16

Acting
Deputy Finance Director — Date: 10/28/16

Finance Director — Date: 10.28.16

City Manager — Date: 10-28-2016

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

Legislation Details (With Text)

File #:	16-480	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/18/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Fire Incident Summary Report for September, 2016. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fire Incident Summary Report(September).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2016
Agenda Date: November 7, 2016
Prepared By: Jonathan D. Lamm, Deputy Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for September 2016

STRATEGIC PLAN CONNECTION:

Public Safety-Enhancing the public awareness to the calls for service provided by the Cocoa Fire Department for the month of September.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

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Fire Incident Summary Report

Print Date/Time: 10/18/2016 06:42
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 09/01/2016
To Date: 09/30/2016
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	6	**EMS:**	318	**Unknown:**	36	**All**	453
Average Calls per Day	**Fire:**	0.21	**EMS:**	10.97	**All:**	15.62		
Total Number of Arson Calls	**All:**	0						
Estimated Dollar Loss	**Fire:**	$15,000.00	**Other:**	$0.00	**All:**	$15,000.00	**Arson:**	$0.00
Estimated Value	**Fire:**	$121,200.00	**Other:**	$0.00	**All:**	$121,200.00	**Arson:**	$0.00
Percentage Saved	**Fire:**	8,800.00%	**Other:**	0.00%	**All:**	8,800.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	0	**Civilian Fire:**	0	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	0	**Arson:**	0		
Total Apparatus Responses	**All:**	539						
Average Responses per Day	**All:**	15.62						
Average Apparatus per Call	**Fire:**	2.50	**EMS:**	1.14	**All:**	1.19		
Average Turnout Time	**All:**	00:02:20						
Average Response Time	**All:**	00:04:41						
Average Contain Time	**All:**	00:00:00						
Average Total Time	**All:**	00:14:36						
Average Personnel per Call	**Fire:**	5.50	**EMS:**	3.19	**All:**	3.13		
Total Aid Given Calls	**All:**	54						
Total Aid Received Calls	**All:**	8						

Total Calls By Incident Group	Count	Average Response Time	Aid Given
100 - 199 Fire	6	00:06:59	3
200 - 299 Overpressure rupture, explosion, overheat - No fire	0		0
300 - 399 Rescue AND Emergency Medical Service incidents	318	00:04:32	28
400 - 499 Hazardous Conditions(No Fire)	5	00:03:57	0
500 - 599 Service Call	15	00:03:21	2
600 - 699 Good Intent Call	62	00:06:20	21
700 - 799 False Alarm AND False Call	11	00:05:25	0
800 - 899 Severe Weather & Natural Disaster	0		0
900 - 999 Special Incident Type	0		0

Fire Incident Summary Report

Print Date/Time: 10/18/2016 06:42
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 09/01/2016
To Date: 09/30/2016
Location: All

Cocoa Fire Department
FDID Number: 19052

Total Calls By Incident Type	Count	Aid Given	Aid Received
111 111 Building fire	2	2	0
113 113 Cooking fire, confined to container	1	0	0
131 131 Passenger vehicle fire	3	1	0
311 311 Medical assist, assist EMS crew	1	1	0
321 3213 Invalid Assist	5	1	0
321 3212 BLS Medical	180	18	1
321 3211 ALS Medical	101	8	2
321 321 EMS call, excluding vehicle accident with injury	1	0	0
322 322 Motor vehicle accident with injuries	2	0	0
322 3222 Vehicle Accident w/inj BLS	11	0	0
322 3221 Vehicle Accident w/inj ALS	1	0	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	1	0	0
324 324 Motor vehicle accident with no injuries.	13	0	0
331 331 Lock-in (if lock out , use 511)	1	0	0
372 372 Trapped by power lines	1	0	0
411 411 Gasoline or other flammable liquid spill	1	0	0
421 421 Chemical hazard (no spill or leak)	1	0	1
444 444 Power line down	1	0	0
445 445 Arcing, shorted electrical equipment	1	0	0
480 480 Attempted burning, illegal action, other	1	0	0
511 511 Lock-out	3	0	0
550 550 Public service assistance, other	2	0	0
551 551 Assist police or other governmental agency	1	0	0
552 552 Police matter	1	0	0
553 553 Public service	4	0	0
554 554 Assist invalid	3	1	0
561 561 Unauthorized burning	1	1	0
600 600 Good intent call, other	3	0	0
611 611 Dispatched & canceled en route	43	16	1
622 622 No incident found on arrival at dispatch address	15	5	0
651 651 Smoke scare, odor of smoke	1	0	1
700 700 False alarm or false call, other	6	0	2
711 711 Municipal alarm system, malicious false alarm	1	0	0
735 735 Alarm system sounded due to malfunction	1	0	0
740 740 Unintentional transmission of alarm, other	1	0	0
743 743 Smoke detector activation, no fire - unintentional	1	0	0
745 745 Alarm system activation, no fire - unintentional	1	0	0

Fire Incident Summary Report

Print Date/Time: 10/18/2016 06:42
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 09/01/2016
To Date: 09/30/2016
Location: All

Cocoa Fire Department
FDID Number: 19052

Total Calls By Station	Count	Aid Given
31	125	4
32	169	26
33	155	24

Legislation Details (With Text)

File #:	16-481	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/18/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Fire Incident Summary Report for October 1, 2015 thru October 1, 2016. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fire Incident Summary Report 2015-2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2016
Agenda Date: November 7, 2016
Prepared By: Jonathan D. Lamm, Deputy Chief
Through: John Titkanich Jr., City Manager
Requested Action:
Informational Only

BACKGROUND:

Fire Incident Summary Report for October 1st, 2015 to October 1st, 2016

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Department for the FY 2015-2016.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

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Fire Incident Summary Report

Print Date/Time: 10/17/2016 07:32
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 10/01/2015
To Date: 09/30/2016
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	107	**EMS:**	3769	**Unknown:**	327	**All**	5139	
Average Calls per Day	**Fire:**	0.29	**EMS:**	10.33	**All:**	14.08			
Total Number of Arson Calls	**All:**	7							
Estimated Dollar Loss	**Fire:**	$631,335.00	**Other:**	$0.00	**All:**	$631,335.00	**Arson:**	$250,000.00	
Estimated Value	**Fire:**	$2,848,344.00	**Other:**	$0.00	**All:**	$2,848,344.00	**Arson:**	$2,100,000.00	
Percentage Saved	**Fire:**	7,800.00%	**Other:**	0.00%	**All:**	7,800.00%	**Arson:**	8,800.00%	
Total Injuries	**Fire Service:**	1	**Civilian Fire:**	2	**EMS:**	0	**Arson:**	3	
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	1	**Arson:**	0			
Total Apparatus Responses	**All:**	6083							
Average Responses per Day	**All:**	14.08							
Average Apparatus per Call	**Fire:**	2.84	**EMS:**	1.12	**All:**	1.18			
Average Turnout Time	**All:**	00:02:06							
Average Response Time	**All:**	00:04:56							
Average Contain Time	**All:**	00:30:13							
Average Total Time	**All:**	00:15:41							
Average Personnel per Call	**Fire:**	6.29	**EMS:**	3.25	**All:**	3.27			
Total Aid Given Calls	**All:**	578							
Total Aid Received Calls	**All:**	66							

Total Calls By Incident Type	Count	Aid Given	Aid Received
100 100 Fire, other	7	1	0
110 110 Structure fire, other (conversion only)	1	1	0
111 111 Building fire	12	5	8
112 112 Fires in structure other than in a building	2	1	1
113 113 Cooking fire, confined to container	8	2	0
118 118 Trash or rubbish fire, contained	13	5	0
121 121 Fire in mobile home used as fixed residence	4	2	2
122 122 Fire in motor home, camper, recreational vehicle	1	1	0
130 130 Mobile property (vehicle) fire, other	3	1	0
131 131 Passenger vehicle fire	11	5	0
140 140 Natural vegetation fire, other	1	0	0
141 141 Forest, woods or wildland fire	4	4	0
142 142 Brush or brush-and-grass mixture fire	19	4	2
143 143 Grass fire	6	1	0
150 150 Outside rubbish fire, other	2	0	0
151 151 Outside rubbish, trash or waste fire	10	1	1
152 152 Garbage dump or sanitary landfill fire	1	0	0
154 154 Dumpster or other outside trash receptacle fire	2	0	0
311 311 Medical assist, assist EMS crew	4	2	0

Fire Incident Summary Report

Print Date/Time: 10/17/2016 07:32
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 10/01/2015
To Date: 09/30/2016
Location: All

Cocoa Fire Department
FDID Number: 19052

320 320 Emergency medical service, other (conversion only)	4	1	0
321 3211 ALS Medical	970	76	9
321 3213 Invalid Assist	84	4	0
321 3212 BLS Medical	2351	195	9
321 321 EMS call, excluding vehicle accident with injury	9	1	0
322 3222 Vehicle Accident w/inj BLS	157	11	2
322 322 Motor vehicle accident with injuries	52	6	0
322 3221 Vehicle Accident w/inj ALS	18	0	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	16	4	1
324 324 Motor vehicle accident with no injuries.	96	9	0
331 331 Lock-in (if lock out , use 511)	3	0	0
340 340 Search for lost person, other	1	0	0
353 353 Removal of victim(s) from stalled elevator	1	0	0
360 360 Water & ice-related rescue, other	1	0	0
372 372 Trapped by power lines	1	0	0
381 381 Rescue or EMS standby	1	0	0
400 400 Hazardous condition, other	4	2	0
411 411 Gasoline or other flammable liquid spill	6	1	0
412 412 Gas leak (natural gas or LPG)	8	0	1
421 421 Chemical hazard (no spill or leak)	1	0	1
440 440 Electrical wiring/equipment problem, other	4	1	1
441 441 Heat from short circuit (wiring), defective/worn	2	1	0
442 442 Overheated motor	1	0	0
444 444 Power line down	13	2	0
445 445 Arcing, shorted electrical equipment	18	1	2
480 480 Attempted burning, illegal action, other	1	0	0
500 500 Service Call, other	1	0	0
510 510 Person in distress, other	1	0	0
511 511 Lock-out	15	0	0
522 522 Water or steam leak	1	0	0
531 531 Smoke or odor removal	6	0	0
540 540 Animal problem, other	1	1	0
541 541 Animal problem	1	0	0
542 542 Animal rescue	3	0	0
550 550 Public service assistance, other	34	4	0
551 551 Assist police or other governmental agency	15	7	0
552 552 Police matter	13	1	0
553 553 Public service	45	2	1
554 554 Assist invalid	11	2	0
561 561 Unauthorized burning	4	2	1
600 600 Good intent call, other	6	0	0
611 611 Dispatched & canceled en route	434	178	7

Fire Incident Summary Report

Print Date/Time: 10/17/2016 07:32
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 10/01/2015
To Date: 09/30/2016
Location: All

Cocoa Fire Department
FDID Number: 19052

621 621 Wrong location	1	0	0
622 622 No incident found on arrival at dispatch address	107	18	2
631 631 Authorized controlled burning	3	0	0
651 651 Smoke scare, odor of smoke	29	3	6
653 653 Smoke from barbecue, tar kettle	3	1	0
671 671 HazMat release investigation w/no HazMat	1	0	0
700 700 False alarm or false call, other	54	2	6
711 711 Municipal alarm system, malicious false alarm	4	0	0
714 714 Central station, malicious false alarm	1	0	0
721 721 Bomb scare - no bomb	1	0	0
730 730 System malfunction, other	6	1	1
733 733 Smoke detector activation due to malfunction	7	1	0
734 734 Heat detector activation due to malfunction	4	1	0
735 735 Alarm system sounded due to malfunction	14	1	1
736 736 CO detector activation due to malfunction	1	0	0
740 740 Unintentional transmission of alarm, other	4	0	0
741 741 Sprinkler activation, no fire - unintentional	1	0	0
743 743 Smoke detector activation, no fire - unintentional	18	1	0
744 744 Detector activation, no fire - unintentional	1	0	0
745 745 Alarm system activation, no fire - unintentional	25	0	1
911 911 Citizen complaint	2	1	0

Legislation Details (With Text)

File #:	16-501	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/27/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	New local business tax receipts				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 27, 2016
Agenda Date: November 8, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
New local business tax receipts

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for October 14, 2016 - October 27, 2016. Please keep in mind that some may represent businesses that let their business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

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RECOMMENDED MOTION:
None, this is an information agenda item.