City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, August 22, 2017

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 17-353 Approve the Agenda for the Regular meeting of August 22, 2017, as presented or with amendments.

Attachments: 08-22-17.pdf

MINUTES:

II.2(a) 17-354 Approve the Minutes of the Regular meeting of July 25, 2017, as written or with amendments.

Attachments: 07-25-17 Minutes.pdf

Exhibit A- Summer Youth Employment Program.pdf

Exhibit B-SR 524 City Council Presentation.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. SPECIAL MEDIATION MATTERS:

V.1 17-361 Approve the Participation in the Taylor Creek Reservoir/St. John River Water Supply Project (WS0919) and authorize the Mayor, City Manager and City Attorney to finalize and execute all required project agreements and legal instruments; and Approve the Project Permitting Budget and Expenses as a Multi-Year Agreement from 2017 through 2019; and Authorize the City Manager, Utilities Director and City Attorney to implement the project agreements. (Utilities Director)

Attachments:
- Letter to Hon Chairman Miklos.pdf
- TCR-SJR General Implementation Agreement - FINAL SIGNATURE VERSION.
- DOCS-#512827-v1-Notice_of_Agreement_(Signature) - TJP Edit - 8-10-17.pdf
- DOCS-#512828-v1-Notice_of_Satisfaction_Termination_(Signature) - TJP Edit -
- TCR_SJR_Wholesale_Water_Supply_Contract_Execution_Draft_With_Exhibits
- 17-07-30 Final Pipeline Agreement (Signature).pdf
- 17-07-30 Final Project Permit Agreement (Signature).pdf
- DOCS-#512826-v1-Land_Trust_Agreement_(Signature).pdf
- DOCS-#512825-v1-Flowage_Easement_in_Trust_(Signature).pdf
- TCR Sttlmt Agreement - June 22 1993.pdf
- DOCS-#512830-v1-First_Amendment_to_Settlement_Agreement_(Signature).p
- DOCS-#512829-v1-Exhibit_A_Cocoa_Storage_Easement_(Signature).pdf
- DOCS-#512831-v1-Alternative_Exhibit_B_1_Memorandum_of_Agreement_-_Fi
- DOCS-#512832-v2-Flowage_easement_litigation_settlement_agreement_(Sign

VI. CONSENT AGENDA:

VI.1 17-335 Approve Continuation of Work under Task Order 41 with CDM Smith, Inc. to provide SCADA System Programming Services for the Sellers VTSCADA System, LCP's and RTU's on an as needed basis; To Approve Amendment #2 to Task Order 41 to Extend Service Time; To Approve a Resolution Amending the FY2017 Budget. (Utilities Director)

Attachments:
- T.O. 2017-41.2 and Proposal
- Amendment to Purch Agmt #3
- Agreement
- Resolution Budget Adjustment CDM- FY 2017
- BAF-UT-EXTENDED SERVICES (8-22-17)~ Agenda 17-335.pdf

VII. PUBLIC HEARINGS:

VII.1 17-278 Pursuant to Resolution No. 2016-87, approve Resolution No. 2017-73 temporarily suspending the automatic five percent (5%) annual rate increase to City utility charges and usage rates for FY 2017/2018 only and accepting Stantec's (Burton & Associates') FY 2017/2018 Utility Rate Study, validating in lieu of a five percent increase, the implementation of a four percent (4%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2017 through September 30, 2018; and provide for the update of the Utilities Handbook and the City Code. (Finance Director)

Attachments:
- 2016-87 (Revising the Water, Sewer, and reclaimed water charges _ usage rat
- FY 2018 Annual Rate Increase - Exhibit A
- Resolution 2017-73.pdf

VII.2 17-288 Ordinance No. 08-2017/ 2nd & Final Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property. (Community Services Director)

Attachments:
- Ordinance No. 08-2017 - FLUM W King Street 102.2 acres - Medium Density R
- Exhibit A - Legal Description 102.42 acres
- LDR to MDR
- School Impact Analysis
- Legal Ad FLUM 7-11-2017
- CTY. COCOA 17-1ESR Approval

VII.2 17-289 Ordinance No. 09-2017/ 2nd & Final Reading: Amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (Community Services Director)

Attachments:
- Ordinance No. 09-2017
- Exhibit A - Legal Description 102.42 acres
- RR-1 to RU-2-15
- Legal Ad Rezoning 7-11-2017

VII.4 17-355 Council's consideration and public comment on the allocation of the 2017 Edward Byrne Memorial Justice Assistance Grant in the amount of $23,464 for FY18. (Chief of Police)

Attachments:
- 2017 FL Local JAG Allocations.pdf
- JDMJ388 (002)

VII.5 17-363 Ordinance No. 11-2017/ 2nd & Final Reading: Amending Chapter 19, Article II - Public Service Tax; Electing the option to levy a Public Service Tax on water service. (City Manager)

Attachments: Ordinance No. 11-2017.pdf

VIII. COUNCIL BUSINESS:

VIII.1 17-331 Approve a Code Enforcement Lien Reduction request in the amount of $5,800.00 for the property located at 1053 Hickory Ln. (Chief of Police)

Attachments: 1053 Hickory Ln - SD.pdf

VIII.2 17-364 Consider the appointment of Mr. Herbert (Rip) Dyal as the 1st Alternate Member to the Board of Adjustment. (Administrative Services Director)

Attachments: 07_28_17 Dyal Application for Appointment.pdf

08_10_17 Dyal Consideration letter.pdf

Board of Adjustment Roster.pdf

IX. CITY BUSINESS:

IX.1 17-320 Approve a preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 103-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road. (Community Services Director)

Attachments: 17-320 2016-79 Lakeside Civil_SITE PLAN_07.25.2017

17-320 2016-79 Lakeside Palms Plat 7-25-17

17-320 Revised 07272017Concurrency Analysis Lakeside Palms Addendum to

Lakeside Palms Location Map -School Concurrency Letter

IX.2 17-342 Approve a Resolution amending the FY2017 Budget to include a transfer from the Water/Sewer Fund to the General Fund reflecting the actual cost of the Fleet Building Expansion Project (CP11FS) and to apply the correct split between the General Fund and the Water/Sewer Fund. (Finance Director)

Attachments: Budget Resolution 2017.docx

BAF-FN-GF Fleet Expansion Amendment (8-22-17)~ Agenda 17-342.pdf

BAF-FN-WS Fleet Expansion Amendment (8-22-17)~ Agenda 17-342.pdf

IX.3 17-345 Approve the Preliminary Assessment Resolution for the Fire Protection Assessment for FY2018. (Finance Director)

Attachments: Draft Technical Memorandum Fire Assessment 2017-2018.pdf

Preliminary Fire Assessment Resolution 2017 8.13.17

IX.4 17-356 Approve a Resolution to amend the FY2017 Budget to reflect the actual State Contributions received for the Police and Firefighter Pension Plans. (Finance Director)

Attachments: Budget Resolution 2017.docx
BAF-PD- Police State Contributions (8-22-17) ~Agenda 17-356.pdf
BAF-FD- Fire State Contributions ~(8-22-17) Agenda 17-356.pdf
State of Florida Payment Info.pdf

MULTI-YEAR CONTRACTS:

IX.5 17-343 Approve a multi-year contract (pending approval of the FY2018 Budget) with Chard Snyder for retiree and COBRA billing administration services from October 1, 2017 to September 30, 2020 and authorize the City Manager to negotiate and sign associated contract approved by the City Attorney. (Administrative Services Director)

Indexes: benefits; retiree; Retirement

Attachments: 071717 - Cocoa COBRA - Retiree Billing Evaluation.pdf
City of Cocoa Finalist Presentation 7.20.2017.pdf
050217_Cocoa Retiree Billing Revised Proposal Chard Snyder.pdf
050817 Chard Snyder City_of_Cocoa_COBRA_Proposal.pdf

IX.6 17-346 Approve City Staff's vendor selection for award of RFP# P-17-12-COC, Workers' Compensation Third Party Administration Services for the City of Cocoa and authorize the City Manager to negotiate and execute a multi-year contract with USIS, Inc. from October 1, 2017 to September 30, 2020 and any approved renewal terms in the contract. (Administrative Services Director)

Indexes: workers compensation

Attachments: Final Selection Committee Meeting Score Sheets.pdf
Total Scores Picture.pdf
P-17-12-COC WORKERS' COMPENSATION Complete Proposal Package.pdf
USIS-Revised City of Cocoa Contract.pdf

IX.7 17-349 Approve Task Order 2017-83 with CH2M to Update the Water System Capital Plan, Project WS1210; To Approve as a Multi-year Contract from FY2017 through FY2018; Pending Approval of the FY2018 Budget. (Utilities Director)

Attachments: TO-UT-CH2M 2017-83 (8-8-17) $717,208.84
Water_Capital_Plan_Proposal August 2017 3
2nd Amendment and other related documents

IX.8 17-357 Authorize the City Manager to sign a multi-year (3 year) Application Service Provider (ASP) Order with Superion, LLC. (formerly SunGard Public Sector), to provide Superion NaviLine Public Administration applications. (Assistant City Manager)

Attachments: 1262LG-170011-1 Superion Signed 08.08.17

Superion Standard Terms.pdf

IX. INFORMATIONAL AGENDA:

X.1 17-344 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 07/31/2017. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.16 thru 07.31.17.pdf

X.2 17-350 FY 2017 Budget Adjustment Report. (Finance Director)

Attachments: July FY 2017 EXPENSE Budget Tracking Worksheet.pdf

July FY 2017 REVENUE Budget Tracking Worksheet.pdf

X.3 17-351 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Order - Contigency Report July 2017.pdf

X.4 17-352 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report July 2017.pdf

X.5 17-365 Review of the Employee Health Center utilization report provided by CareATC for July 2017. (Administrative Services Director)

Attachments: Copy of Cocoa June 2017 Dashboard

XI. REPORTS:

XII. 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.

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

Legislation Details (With Text)

File #:	17-353	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/8/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of August 22, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-22-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 8, 2017
Agenda Date: August 22, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of August 22, 2017, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of August 22, 2017, as presented or with amendments

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: August 22, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of August 22, 2017 (17-353)
2. Minutes: (a) Regular Meeting of July 25, 2017 (17-354)

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. SPECIAL MEDIATION MATTERS:

1. Approve the Participation in the Taylor Creek Reservoir/St. John River Water Supply Project (WS0919) and authorize the Mayor, City Manager and City Attorney to finalize and execute all required project agreements and legal instruments; and Approve the Project Permitting Budget and Expenses as a Multi-Year Agreement from 2017 through 2019; and Authorize the City Manager, Utilities Director and City Attorney to implement the project agreements. (17-361). (Utilities Director)

VI. CONSENT AGENDA:

1. Approve Continuation of Work under Task Order 41 with CDM Smith, Inc. to provide SCADA System Programming Services for the Sellers VTSCADA System, LCP's and RTU's on an as needed basis; To Approve Amendment #2 to Task Order 41 to Extend Service Time; To Approve a Resolution Amending the FY2017 Budget. (17-335). (Utilities Director)

VII. PUBLIC HEARINGS:

1. Pursuant to Resolution No. 2016-87, approve Resolution No. 2017-73 temporarily suspending the automatic five percent (5%) annual rate increase to City utility charges and usage rates for FY 2017/2018 only and accepting Stantec's (Burton & Associates') FY 2017/2018 Utility Rate Study, validating in lieu of a five percent increase, the implementation of a four percent (4%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2017 through September 30, 2018; and provide for the update of the Utilities Handbook and the City Code. (17-278). (Finance Director)

2. Ordinance 08-2017/ 2nd and Final Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property. (17-288). (Community Services Director)

3. Ordinance 09-2017/ 2nd and Final Reading: Amending the Zoning Designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (17-289). (Community Services Director)

4. Council's consideration and public comment on the allocation of the 2017 Edward Byrne Memorial Justice Assistance Grant in the amount of $23,464 for FY18. (17-355). (Chief of Police)

5. Ordinance No. 11-2017/2nd and Final Reading: Amending Chapter 19, Article II - Public Service Tax; Electing the option to levy a Public Service Tax on water service. (17-363). (Finance Director)

VIII. COUNCIL BUSINESS:

1. Approve a Code Enforcement Lien Reduction request in the amount of $5,800.00 for the property located at 1053 Hickory Ln. (17-331). (Chief of Police)

2. Consider the appointment of Mr. Herbert (Rip) Dyal as the 1st Alternate Member to the Board of Adjustment. (17-364). (Administrative Services Director)

IX. CITY BUSINESS:

1. Approve a preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 103-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road. (17-320). (Community Services Director)

2. Approve a Resolution amending the FY2017 Budget to include a transfer from the Water/Sewer Fund to the General Fund reflecting the actual cost of the Fleet Building Expansion Project (CP11FS) and to apply the correct split between the General Fund and the Water/Sewer Fund. (17-342). (Finance Director)

3. Approve the Preliminary Assessment Resolution for the Fire Protection Assessment for FY2018. (17-345). (Finance Director)

4. Approve a Resolution to amend the FY2017 budget to reflect the actual State contributions received for the Police and Firefighter retirement plans. (17-356). (City Manager/Finance Director)

MULTI-YEAR CONTRACTS:

5. Approve a multi-year contract (pending approval of the FY2018 Budget) with Chard Snyder for retiree and COBRA billing administration services from October 1, 2017 to September 30, 2020 and authorize the City Manager to negotiate and sign associated contract approved by the City Attorney. (17-343). (Administrative Services Director)

6. Approve City Staff's vendor selection for award of RFP# P-17-12-COC, Workers'

Compensation Third Party Administration Services for the City of Cocoa and authorize the City Manager to negotiate and execute a multi-year contract with USIS, Inc. from October 1, 2017 to September 30, 2020 and any approved renewal terms in the contract. (17-346). (Administrative Services Director)

7. Approve Task Order 2017-83 with CH2M to Update the Water System Capital Plan, Project WS1210; To Approve as a Multi-year Contract from FY2017 through FY2018; Pending Approval of the FY2018 Budget. (17-349). (Utilities Director)

8. Authorize the City Manager to sign a three (3) year Application Service Provider (ASP) Order with Superion, LLC. (formerly SunGard Public Sector), to provide Superion NaviLine Public Administration applications. (17-357). (Assistant City Manager)

X. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 07/31/2017. (17-344). (Finance Director)

2. FY 2017 Budget Adjustment Report. (17-350). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (17-351). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (17-352). (Finance Director)

5. Review of the Employee Health Center utilization report provided by CareATC for July 2017. (17-365). (Administrative Services Director)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Title:	Approve the Minutes of the Regular meeting of July 25, 2017, as written or with amendments.				
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Code sections:					
Attachments:	07-25-17 Minutes.pdf Exhibit A- Summer Youth Employment Program.pdf Exhibit B-SR 524 City Council Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 8, 2017
Agenda Date: August 22, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of July 25, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of July 25, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

July 25, 2017

A Regular City Council meeting was held on Tuesday, July 25, 2017, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, in Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

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

Councilman Whipple asked for a moment of silence in regards to the recent events that took place in the City of Cocoa.

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

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Jeri Blanco	Councilwoman (attended via phone)
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	John Titkanich	City Manager

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Acting Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Ed Wegerif, Public Works Director; Teri Butler, Finance Director; Gail Bantugan, Leisure Services Manager; Tre Folston, Helpdesk Support Tech; Yvonne Martinez, Police PR

Specialist; Anne Quesada, Accounting Manager; Chris Collier, WFO Manager; Bethani Foster, Utility Billing Supervisor; Savi Pooran, HR Technician; Chris Hattaway & K9 Copper, Police Officers; and Larry Lallo, Economic Development Manager.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of July 25, 2017 (17-318)
2. Minutes: (a) Regular Meeting of June 27, 2017 (17-317)

Councilwoman Warner requested the addition of Item III.4, the Swearing In of K9 Copper.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve the Agenda for the Regular meeting of July 25, 2017 with amendments and to approve the Minutes for the Regular meeting of June 27, 2017 as written.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation of the 2017 Cocoa Works Summer Youth Employment Program. (17-303). (Administrative Services Director)

Ms. Gemmati provided a presentation on the 2017 Summer Youth Employment Program[1] and mentioned that the City had once again partnered with Career Source. Jana Bauer makes the program possible and works with the students for a few weeks prior to them starting employment in order to get them ready for the experience. There were 21 students involved this year.

Miracle Wash, a student, spoke about her experience as an Administrative Assistant in the Utilities Department. She got to work not only as an Administrative Assistant, but in the shop where she learned to weld and in the warehouse where she did requisitions. She hoped that the City continues this program.

[1] EXHIBIT A: 2017 Summer Youth Employment Program

Amari, who also worked in Utilities, helped put the pipes in the ground. He enjoyed it and learned a lot.

Dysheria worked in Billing and Customer Service and this was her second year in the program. She did various tasks such as mail, speaking on the phone, etc. She felt that this is an eye opener if you have never had a job before. She thanked the City for the experience.

Chris Collier, Water Field Operations Manager, mentioned that he had four interns who were very committed. He appreciated their positive attitude and the teamwork displayed. They were a true testament of the program and what it is about.

Brian Green, a Mechanic in WFO, offered gratitude and congrats to the students. He was privileged to work with both Miracle and Amari. They learned shop tools, welding, and how to properly clean a shop. He showed a sculpture made by Miracle and Amari. All kids did a great job and showed excellent computer skills, work ethic, teamwork, and problem solving. He hoped that this would help all of them in their future endeavors and wished them all good luck.

Mr. Collier mentioned that he has worked with teen programs many times but this was one of the best. He shared some of the youth's aspirations, such as Miracle, who wants to be a Supreme Court Judge; Amari, who wants to be a Software Engineer; and others who want to be things such as archeologists and engineers. All of these youth will be successful and he is proud of them all. He felt proud to serve alongside of them again and hoped to in the coming years.

Jana Bauer from Career Source advised that for the past six weeks she has helped them train and shaped them for these positions. She trained them on everything from attendance to business etiquette, such as putting down cell phones, how to dress, etc. She also stressed to them the importance of commitment. Over the five weeks they worked she conducted 70 site visits. During these visits she got to see what the teens were doing and meet with the managers. She pointed out that all of the students have shared that they were able to see the big picture and what it takes to have a functioning city.

Ms. Bauer thanked the City for their second year of partnership and appreciated the City for shaping these teens. She thanked managers for taking the teens under their wings and the families for helping them complete this program.

Lastly, she thanked the students for taking the initiative to do the program. They can do whatever they want in life if they keep their drive.

Certificates were presented to all of the teens who completed the program.

2. Legislative Update provided by Jerry Sansom and Representative Tom Goodson. (17-315).

Mr. Sansom commended the City on the Summer Youth Program and hoped that the City could find ways to expand it to more people in the future. He thanked the Mayor for allowing him to speak and mentioned it was a very interesting legislative session this year. Tallahassee seemed to be in battle with the cities. He appreciated the city allowing the City Manager to come to Tallahassee to share information on CRA's. He feels that his information provided a lot of insight to the legislators and he thanked the City Manager again.

He mentioned the following bills and their results:

- HB 13 regarding CRA's did not pass
- HB 17 regarding Home Rule did not pass. It passed out of the House but did not go further
- Senate Bill 158-Firefighters Presumption Bill. This did not die as there is one with very strong feelings on the bill so it could still pass
- Vacation Rental Bill-died for now but feels it could come back and pass
- Septic Tank Bill-suspects it will come back again
- HB 487-Local Business Taxes did not pass
- HB 687 did not pass
- HB 7105-Additional Homestead Exemption will be on the ballot in 2018.

Discussion was held on the Additional Homestead Exemption. Mr. Sansom suggested that all cities sit down and look at their budgets to decide what stays and what goes. He stressed the importance of doing it ahead of time so that citizens were aware of services that would be cut up front and they would know what they were voting for. He believes that an informed public has the chance to make the right decision.

The next legislative session starts the second week of June because 2018 is an election year. The Brevard Delegation meeting is September 20th so anything that the City wanted to ask for needs to be done at this meeting. City Manager Titkanich has a form for the City's submittal.

Mr. Sanson noted it was always a pleasure representing the City of Cocoa.

Council thanked Mr. Sansom for providing the update. Mayor Parrish stressed the importance of being organized this year and that they need to speak with all of the senators and representatives that they could. Mr. Sansom agreed and advised that they have to be strategic about it.

Councilman Whipple thanked Mr. Sansom for all of the years that he has been involved with the City. His information was valuable and without him he did not believe that they would get to speak with as many representatives as they do. He knows that Mr. Sansom was personally concerned with what happens in the City of Cocoa and he looks forward to many more years.

Mayor Parrish reiterated the need to hit Tallahassee hard. In response, Mr. Sansom noted that he hoped that some became educated this last year and things would be different. He further advised not to wait until the legislative session to talk with the representatives. He advised staff to start early, as relationships can go a long way.

3. SR 524 Corridor Planning Study Presentation. (17-316). (Judy Pizzo, FDOT)

Ms. Judy Pizzo with FDOT provided a presentation[2] on the SR 524 Corridor Planning Study. She advised that they were presenting the recommendations for the corridor. The main areas of discussion would be 1)what has been learned; 2) what are the potential solutions; 3) How do we move forward?; and 4) Questions and Discussion.

Ms. Pizzo pointed out in detail the study area limits along with the way that the road looks today.

She discussed the purpose for the study, along with the needs, and why certain improvements were needed. She pointed out that the road has a higher than average crash rate. Additionally, there are major developments along SR 524 that will increase the traffic flow.

A summary of data analysis findings and reasons for improvements were land use, traffic, safety, and multimodel accommodations. Furthermore, Ms. Pizzo spoke about information that was gathered from the public and stakeholders at various workshops that were held.

[2] EXHIBIT B: SR 524 Corridor Planning Study

Michelle Kendall, Vice President and Area Manager, with WSP, thanked Council for allowing them to present the information. She advised that they have not heard anyone say that they were opposed to the widening of the road from two to four lands. There were, however, comments about the design output, which was to be expected.

Ms. Kendall discussed the conceptual alternatives for the I-95 interchange, S. Friday Road to Cox Road, and Cox Road to west of Industry Road. Raised medians, buffered bike lanes and sidewalks, additional lanes to accommodate traffic and speed limit reductions were all discussed.

Other important areas of the corridor were discussed and Ms. Kendall mentioned that FDOT has approved four traffic signals. Ramps on southbound I-95 will begin August or September of this year and a traffic light on Friday Road was in the works.

Further discussion was held on the installation of traffic lights and other problems in the area as well as access management.

Ms. Kendall went over the possibility of a roundabout and advised that some love them and some hate them. They help with functionality and safety and people just have to get used to them. At this level of the study they do a level one screening to see if a different level of criteria is met. Both Cox Road and London Road may have the potential to have roundabouts.

The next steps of the study were reviewed along with the key issues for additional analysis in PD&E study. The final steps are as follows:

- Corridor alternatives and strategy report: July 2017
- Study Close-out: July 2017
- Project Development and Environmental Study (PD&E) Begins: 2018

Council members thanked Ms. Kendall and Ms. Pizzo. Mayor Parrish thought it looked great.

Councilwoman Warner mentioned that the one question she received was how soon this would happen. In response, Ms. Pizzo noted that the PD&E study typically takes two years. This study was important in identifying what the issues were in the area. This way when they do the PD&E study they are not doing

work that has already been done. Altogether it could take 2-3 years. They are a very proactive group so hopefully it stays on track.

Mayor Parrish advised that everyone was watching and appreciated the detailed work that they were doing.

4. Swearing In of New K9 Copper

Councilwoman Warner introduced K9 Copper and his handler Officer Hattaway. She advised that K9 Copper was a donation from Oakhill Kennels and that he has his therapy dog certification and his AKC Canine Good Citizenship Certification. He has been working for about 98 months.

Chief Cantaloupe thanked Councilwoman Warner for thinking of the police department and thanked City Council and the City Manager for allowing them to accept K9 Copper as a donation to the City.

Chief Cantaloupe provided the Oath of Office to K9 Copper and Mayor Parrish attached his official badge to his collar.

IV. DELEGATIONS:

CJ Watson, 1203 Montclair Road, Cocoa, stated that he was in attendance two weeks ago and did not appreciate the feedback from Deputy Mayor Boisvert. He respects them all as public servants and would like the same respect. He reiterated that he was in attendance once again to speak about the hazardous wastes in the City's water. He provided facts on the dangers of fluoride in water.

Karen Watson, 997 Palmer Street, Rockledge, echoed her son's remarks regarding the dangers of fluoride in the city's water system. She feels that it is alarming to see what is knowingly being put into water.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, explained a situation that he was involved in regarding business owners within the Village. He felt that the situation should have been handled one on one with the person involved and not handled as it was. He voiced his disappointment with the lack of communication and believes that the way things are being handled are negative and will hinder others from getting involved with the City. He would like to see things go back to how they used to be.

V. CONSENT AGENDA:

1 Authorize the City Manager to Approve Change Order #2 to P.O. 69809 with Burnett Lime, Campobello, South Carolina, for Cal Flo Liquid Lime; To Approve Change Order #1 to P.O. 69259 with Tropichem Enterprises, Palm Beach Gardens, Florida, for Wisprofloc-n-starch; and to Approve Change Order #1 to P.O. 69178 with Brenntag Mid-South Inc., Orlando, Florida, for Liquid Chlorine; To Approve a Resolution Amending the FY2017 Budget. (17-270). (Utilities Director)

2. Approve Participation in a Cooperative Purchase Agreement with Hydromax USA to Perform the Wellfield Valve Locating and Assessment Project Utilizing Seminole County Contract No. IFB-602347-15/GCM Effective November 23, 2015 through November 23, 2018. (17-306). (Utilities Director)

3. Approve a Resolution Amending the FY2017 Budget; To Approve Change Order #1 to P.O. 70029 with Stantec Consulting Services, Inc. fka Burton & Associates, Inc. for Regional Water Supply Project, WS0919. (17-313). (Utilities Director)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 10-2017/ 1st Reading: Amending Appendix A, Zoning, Article XI, Section 19 of the City Code, providing for outdoor propulsion testing facilities as a Special Exception use in the M-2 (Manufacturing and Industrial) District. (17-321). (Acting Community Services Director)

City Attorney Garganese read the ordinance into the record by title only, as follows. He advised that this was the first reading of the ordinance.

ORDINANCE NO. 10-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19 OF THE COCOA CITY CODE; PROVIDING FOR OUTDOOR PROPULSION TESTING FACILITIES AS A SPECIAL EXCEPTION USE IN THE M-2 MANUFACTURING AND INDUSTRIAL DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

He noted this ordinance if passed will create a new special exception use in the M-2 district. There is a business that has shown interest in this type of business and staff attended a testing in order to get more information on the request and to see whether or not this was capable of being done in the area.

Ms. Bunt advised that she did not have a presentation but there were representatives in attendance. She, along with other staff members attended a testing and the sound registered 84 dBA and the City Code allows for 90 dBA.

Mayor Parrish opened the hearing to the public.

Mark McClellan, who works for Rocket Crafters, provided pictures to Council of the stand and of the motors. He described the size of both.

He further showed a picture of the first test fire that was done and pointed out that the wooden barriers are about 7 ½ feet tall.

Mayor Parrish asked what the duration of the sound was. In response, Mr. McClellan noted about 15-20 seconds. When they begin to test larger engines they will go to Dale Coxwell's location. The engines will be about 6 feet long and about 12 ½ inches in diameter.

Councilman Whipple asked if the engines would create a sonic boom.

Mr. McClellan stated no. It would not be landed once it was built. This would only be static testing and no launches. He further stressed that the engines can burn but cannot detonate. Additionally, if they ever go off course they can turn off of the engine and bring it down by a parachute. All that will be done at this location is the testing of small engines. They would use a pad at the air force station for large engines. The sound is not any louder than things such as sandblasting, which is currently being done in the area.

Dale Coxwell, 804 Chatsworth Drive, Melbourne, owns a business on Cidco Road. He advised that they produce a very small thrust and compared to a thrust on an airboat, it was probably smaller and quieter. He has been working with Rocket Crafters as a strategic partner. They intend to employ about 100 people in the next year or so. He has agreed to service any of their equipment and believed it was a great opportunity for the City.

Mayor Parrish closed the hearing to the public.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve Ordinance No. 10-2017 on first reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Approval of a route change for the 2017 Walk to End Alzheimer's scheduled for September 23, 2017 in Riverfront Park. The route extends through Cocoa Village. (17-305). (Acting Community Services Director)

Ms. Bunt presented the item and pointed out the requested changes to the route. The major changes include beginning the walk in the opposite direction and changing the route to exclude Oleander Street, Stone Street, and Factory Street.

* **MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to approve the item.**
AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

None.

MULTI-YEAR CONTRACTS:

1. Approve the Resolution waiving the competitive bidding process by reason of sole source for Esri, Inc., approve the multi-year Esri Small Government Term Enterprise License Agreement, approve the multi-year Esri Small Utility Term Enterprise License Agreement, and authorize the City Manager to approve and sign each of the license agreements pending City Council approval of the FY2018 budget. (17-301). (Assistant City Manager)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Review of the Costs Associated with the Emergency Repair of the Sanitary Sewer Main on Rosa L Jones Blvd. - May 2017. (17-287). (Utilities Director)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 06/30/2017. (17-307). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (17-310). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (17-311). (Finance Director)

5. FY 2017 Budget Adjustment Report. (17-312). (Finance Director)

6. Review of the Employee Health Center utilization report provided by CareATC for June 2017. (17-314). (Administrative Services Director)

X. REPORTS:

Mr. Wegerif spoke in regards to the recent flooding problems in the downtown area and advised that Public Works had been actively looking at manholes and inspecting the system. Nothing has been found in terms of buildup and they were currently working with FDOT. FDOT has agreed to inspect the pipes and other deficiencies. He stressed that everyone was aware of the problems, there have just been very intense rainstorms in the past month.

Councilman Whipple mentioned the problems that used to be on Jackson Street but with the work that had been done the problem was alleviated. Mr. Wegerif thanked him for the update and appreciated the feedback.

Ms. Bunt stated that she was aware of the issues that were addressed under Delegations and that the Building Inspector had posted some of the buildings. Council can speak with her individually if they would like.

Assistant City Manager Fuhrer advised that they needed to put together legislative priorities for the upcoming legislative session. Space Coast League of Cities has requested these and needs them by August 1st. Each member of

Council was provided a form and he pointed out that some cities ranked issues. He noted that they were looking for a consistence among Council along with a rating. The priorities so far are as follows:

1- Support for Home Rule
2- CRA's
3 -Road projects: SR 524, SR 520, Fiske Boulevard, Clearlake Road and SR 524
4- Opposed Firefighter Cancer Presumption
5- Continued support of community schools

He requested that all Council complete the form so that they can return it to the Space Coast League of Cities. This will then be taken to the Delegation meeting being held in September.

Assistant City Manager Fuhrer further advised that staff met with Reverend Robbins who has approached Council many times regarding the issues on Washington Street. Others who met were George Brown, Chief Cantaloupe, Ed Wegerif and a rep from FDOT. The situation was observed just after 5 p.m. and there were a few instances where traffic backed up. Alternatives were discussed such as repositioning of signs. The City would continue enforcement. Reverend Robbins was pleased and everyone now has a better understanding of the problem.

Assistant City Manager Fuhrer noted that the budget books were distributed and the Budget Priorities Workshop is on August 9, 2017 at 5:30 p.m. He pointed out items within the budget that had to be adjusted.

Assistant City Manager Fuhrer advised that the next agenda would include a strategic plan update for informational purposes and the Police Department Analysis has been done and the company would be submitting their findings. An update on the analysis will be done at some point.

In closing, he mentioned a lightning strike to Myrt Tharpe Square that brought down a power line. All of the systems functioned properly by the generator at City Hall, as the line powers City Hall. Circuits to the Oleander parking lot were not functioning; however, staff was working as hard as they can to fix the problem and for safety.

Councilwoman Blanco thanked Council for allowing her to participate via telephone and thanked Assistant City Manager Fuhrer for going over the agenda with her.

Councilman Whipple spoke about the restoration of Harry T. Moore Center and was glad to see it taking place. The projected completion date was August 18th. He believes it looks beautiful and the floors look fantastic.

Mr. Wegerif advised that the project was moving along. They bought products to place under the furniture in order to protect the floors when moving the furniture.

Councilwoman Warner pointed out that she was wearing her stair climb shirt as a reminder that the Fire Department was hosting the second Annual 911 Memorial Stair Climb in September. Council decided to wear the red shirts to the August 22nd Council meeting.

She further invited all to Riverfront Park on September 17th. Pam from "Tales from the Barkery" would be supplying cake for all of the canines. She thanked Pam for supporting K9 Copper and the City.

Mayor Parrish advised that there were areas in the County with serious draining issues that affect the city. He asked staff to coordinate with the County in order to get the issues looked into. He stated that staff may hear from residents in the affected areas.

Councilwoman Warner spoke of her disappointment in seeing that people in Port St. John were having issues with their water bills. Many of them feel that it is a deliberate effort on the City's side by employees. It was not our intention to cheat them into paying more. She wants to help solve the problems and does not want the City's employees to hear or see comments being made.

She appreciated the positive responses that the City of Cocoa has received regarding the recent incident that happened. The incident does not define the City or people who live in the City. She also encouraged parents to speak to their children about the incident.

Lastly, Councilwoman Warner thanked Chief Cantaloupe for helping with the swearing in of K9 Copper. She did not want the City Manager to think the Chief had anything to do with this, it was all her idea.

Deputy Mayor Boisvert thanked Mayor Parrish and Chief Cantaloupe for their professionalism over the incident. They did very well and he thanked all for coming to the meeting tonight.

Mayor Parrish acknowledged Chief Cantaloupe for a job well done.

Mayor Parrish asked the Assistant City Manager about a meeting with Aaron and in response, Assistant City Manager Fuhrer noted that they were working to schedule a meeting and the attorney's office was providing an opinion to address his concerns too.

Mayor Parrish advised that he would meet with the Port St. John residents if he can.

Mayor Parrish spoke in regards to the recent incident in Cocoa that gained international attention. There are not a lot of words for the tragedy that happened. It is hard to fathom. It is a problem for society and the Police Department and all of the others involved have done a great job handling what happened.

He reiterated that it is society and not a reflection of what we do in our town. It is terrible; at every level this was a bad deal.

In closing, Mayor Parrish pointed out that they have uplifted the town through policy changes and were moving the town forward.

Deputy Mayor Boisvert advised that the time of the TPO meetings has been changed to 3 p.m.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to adjourn the Regular meeting of July 25, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:28 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

2017 Summer Youth Employment Program

CareerSource BREVARD

Cocoa Works
Your City. Your Future.

EXHIBIT A: 2017 SUMMER YOUTH EMPLOYMENT PROGRAM



Work Readiness Training- Introductions



Work Readiness Training- Resume Writing



Work Readiness Training – Financial Literacy



Work Readiness Training – Interview Preparedness



Mariah Hamilton

Accounting Clerk
Finance



Jessica Mazzo

Code Enforcement Assistant



Hannah Deese

Economic Development Assistant



Yuri Marino

Engineering Assistant
Utilities



Dysheria Harris

Customer Service



Alexia Sanchez

Help Desk Support
IT



A'Lacia Smith

Help Desk Support
IT



Shania Harris

Human Resources Assistant



Jerelynn Washington

Human Resources Assistant



Cheyenne Harps

Leisure Services Assistant



Nelaysia Cunningham

Maintenance-Facilities
Public Works



Aaliyah Thomas

Maintenance – Grounds
Public Works



Jy'Keria Smith

Apprentice Operator Utilities



Kiara Sellers

Maintenance Worker – Sellers Plant Utilities



Miracle Wash

Administrative Assistant Utilities



Jimaria Jones

Maintenance Worker
Utilities



Amaurin Snyder

Maintenance Worker
Utilities



Jabari Wash

Maintenance Worker
Utilities



Julisa Doyle

Public Relations Assistant



Yanisa Alduen

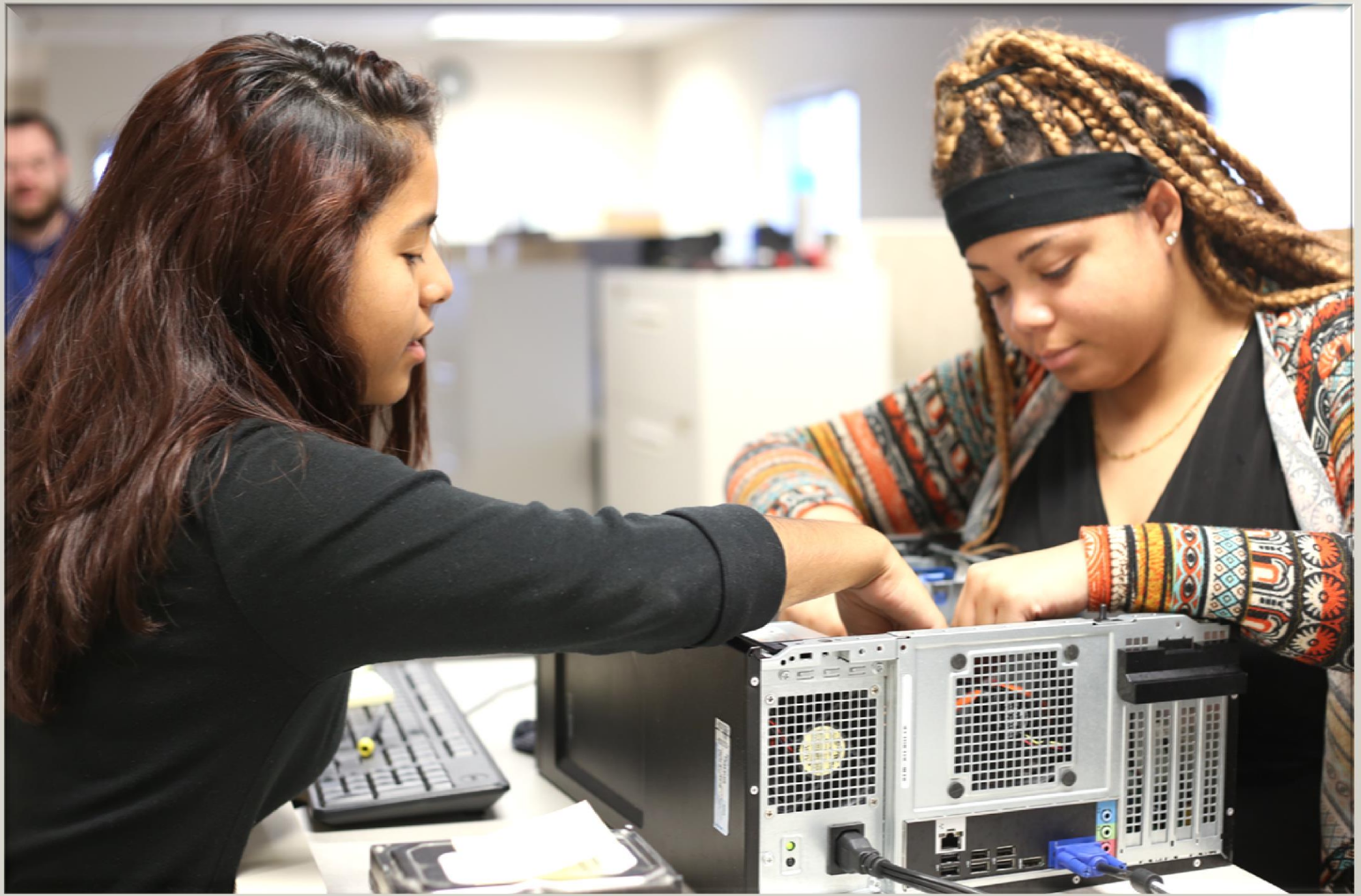
Records Technician
City Clerk



Claren Davis

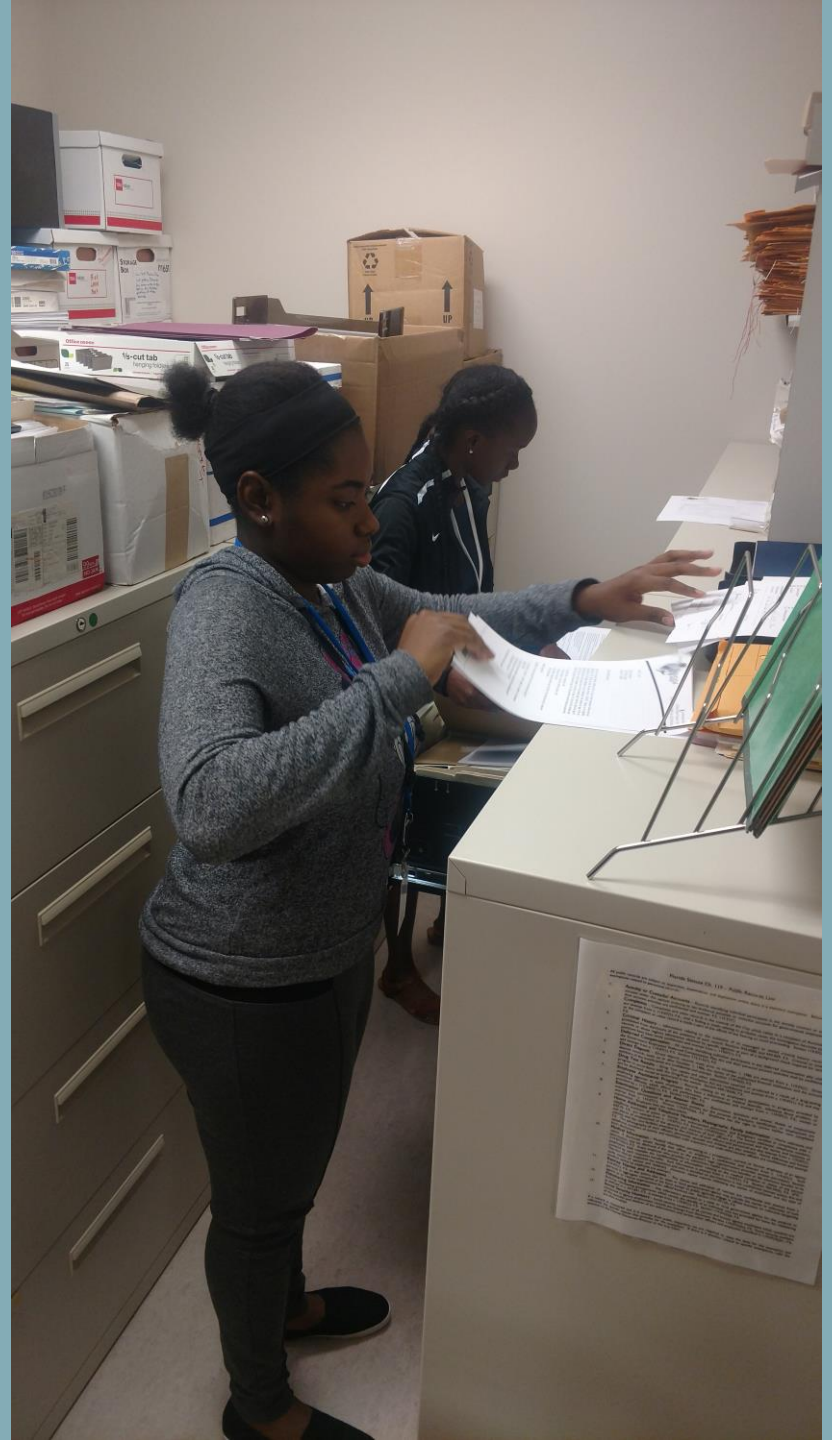
Shop Helper
Fleet











Congratulations!



SR 524 Corridor PLANNING STUDY

FM# 437983-1

City of Cocoa

City Council Presentation

Cocoa City Chambers

July 25, 2017

FDOT

EXHIBIT B: SR 524 CORRIDOR PLANNING STUDY

Meeting Agenda

SR 524 Corridor PLANNING STUDY

- What Have We Learned?
- What are the Potential Solutions?
- How Do we Move Forward?
- Questions and Discussion

FDOT

What are the Study Area Limits?

SR 524 Corridor PLANNING STUDY

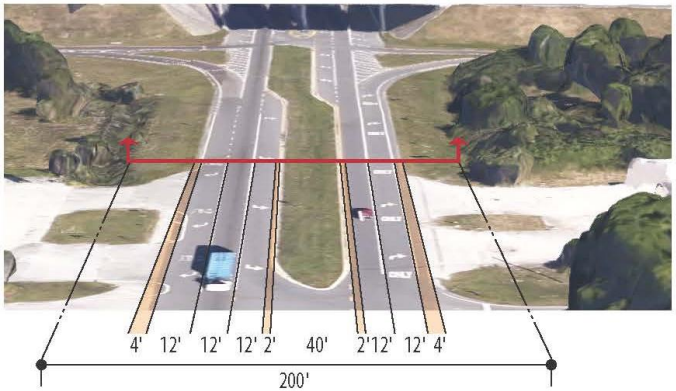


FDOT

What SR 524 Looks Like Today

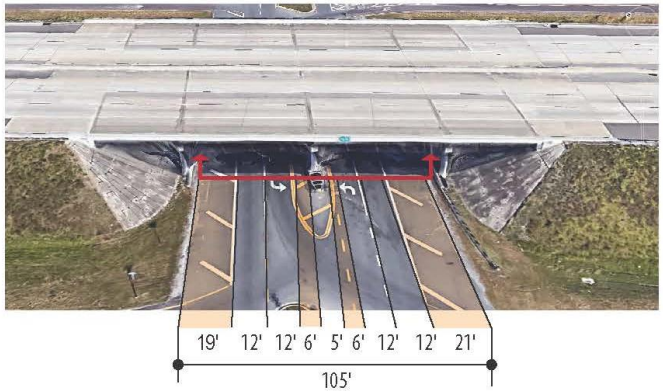
SR 524 Corridor PLANNING STUDY

1 S. Friday Road to I-95



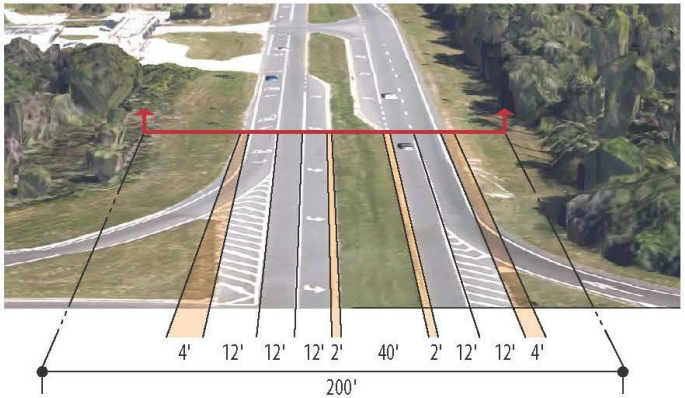
Shoulder

2 I-95 Interchange



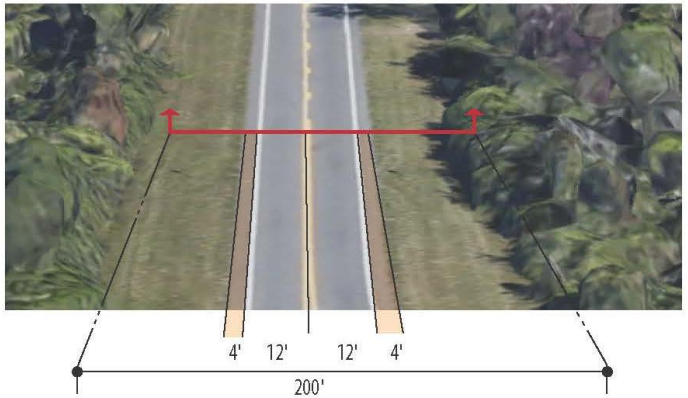
Shoulder

3 I-95 to N. Friday Road



Shoulder

4 N. Friday Road to Cox Road



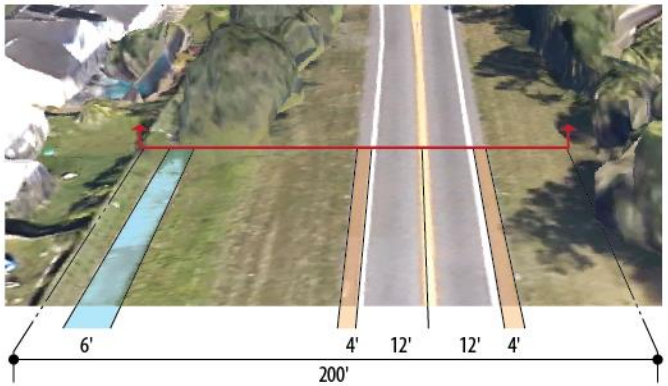
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FDOT

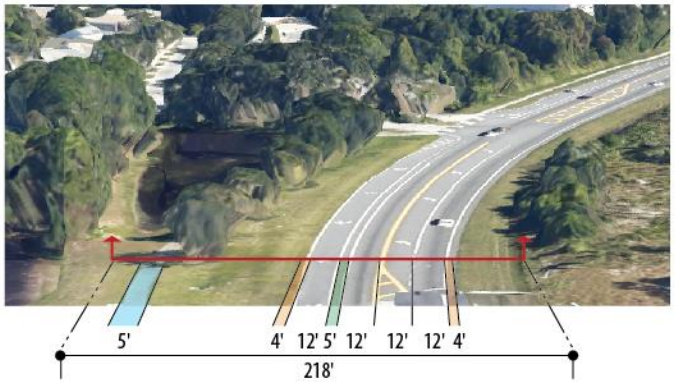
What SR 524 Looks Like Today

SR 524 Corridor PLANNING STUDY

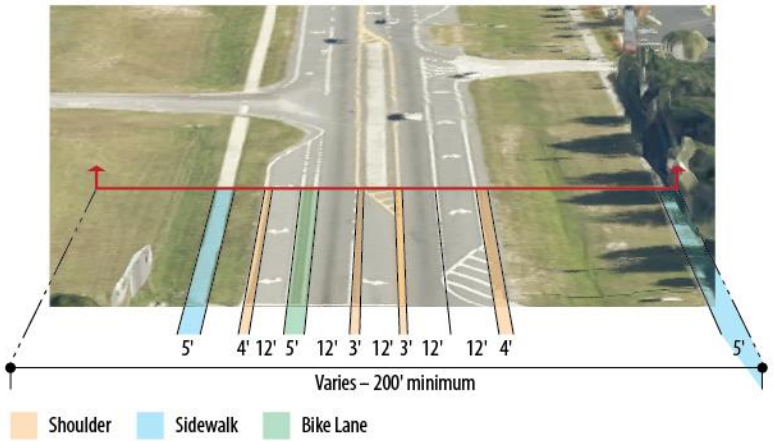
5 Cox Road to London Boulevard



6 London Boulevard to Shopping Center Intersection



7 Shopping Center Intersection to Industry Road



FDOT

SR 524 Corridor PLANNING STUDY

Purpose & Need:

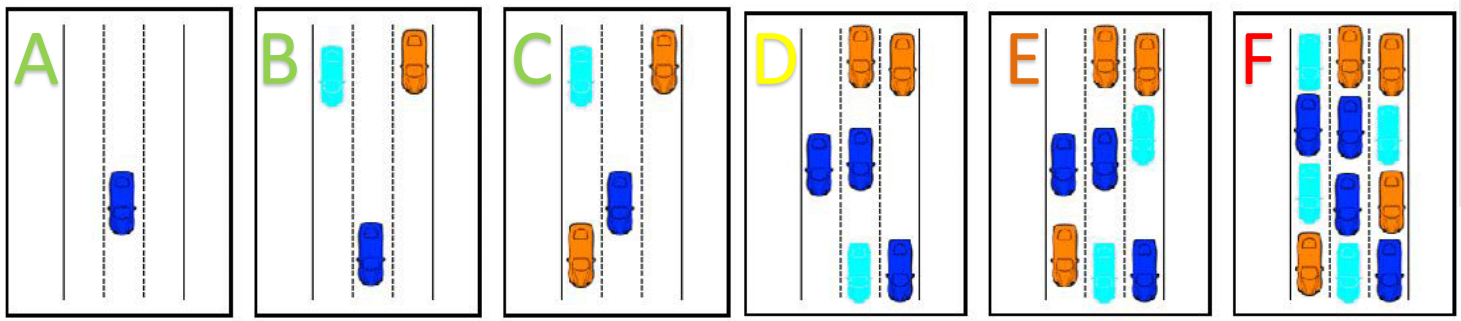
What Improvements are Needed and Why?

FDOT

Roadway Operating Conditions will Decline

SR 524 Corridor PLANNING STUDY

Segment	2017		2040	
	AADT	LOS	AADT	LOS
S. Friday Road to I-95 SB	8,600	LOS C	21,100	LOS E
I-95 SB Ramps to I-95 NB Ramps	9,100	LOS C	21,700	LOS E
I-95 NB Ramps to N. Friday Road	9,900	LOS C	22,300	LOS E
N. Friday Road to Walmart Access Road	7,300	LOS C	18,600	LOS E
Walmart Access Road to Cox Road	7,300	LOS C	16,500	LOS C
Cox Road to Pinyon Drive	10,600	LOS C	18,700	LOS E
Pinyon Drive to Westminster Drive	10,600	LOS C	18,800	LOS E
Westminster Drive to London Blvd	9,300	LOS C	17,600	LOS D
London Blvd to Shopping Center	14,200	LOS C	21,300	LOS E
Shopping Center to Industry Road	14,400	LOS C	23,300	LOS E



FDOT

Intersection Operating Conditions will Decline

SR 524 Corridor PLANNING STUDY

Intersection	Control	Peak Hour	2017	2040
			LOS	LOS
S. Friday Road	Two-Way Stop Controlled	AM	C	F
		PM	D	F
I-95 SB Ramps	Two-Way Stop Controlled	AM	E	F
		PM	F	F
I-95 NB Ramps	Two-Way Stop Controlled	AM	C	F
		PM	C	F
N. Friday Road	Two-Way Stop Controlled	AM	C	F
		PM	C	F
Walmart Access Road	Signalized	AM	N/A	A
		PM		A
Cox Road	Signalized	AM	B	E
		PM	B	E
London Boulevard	Signalized	AM	A	A
		PM	A	A
Industry Road	Signalized	AM	B	F
		PM	B	F

Source: Analyzed using Synchro's HCM 2000 Unsignalized Intersection Capacity Analysis & Synchro's Lanes, Volumes, Timings Methodology. For unsignalized intersections, LOS reflects worst LOS on side road approach.

Higher than Average Crash Rate

Motor Vehicle Crashes

- Higher than statewide average at 3.78 vs. 2.09
- Within I-95 interchange area – nearly 3x higher than statewide average
- 3 were fatal, 60 involved injuries, and 61 involved property damage

Pedestrian/Bicycle Crashes

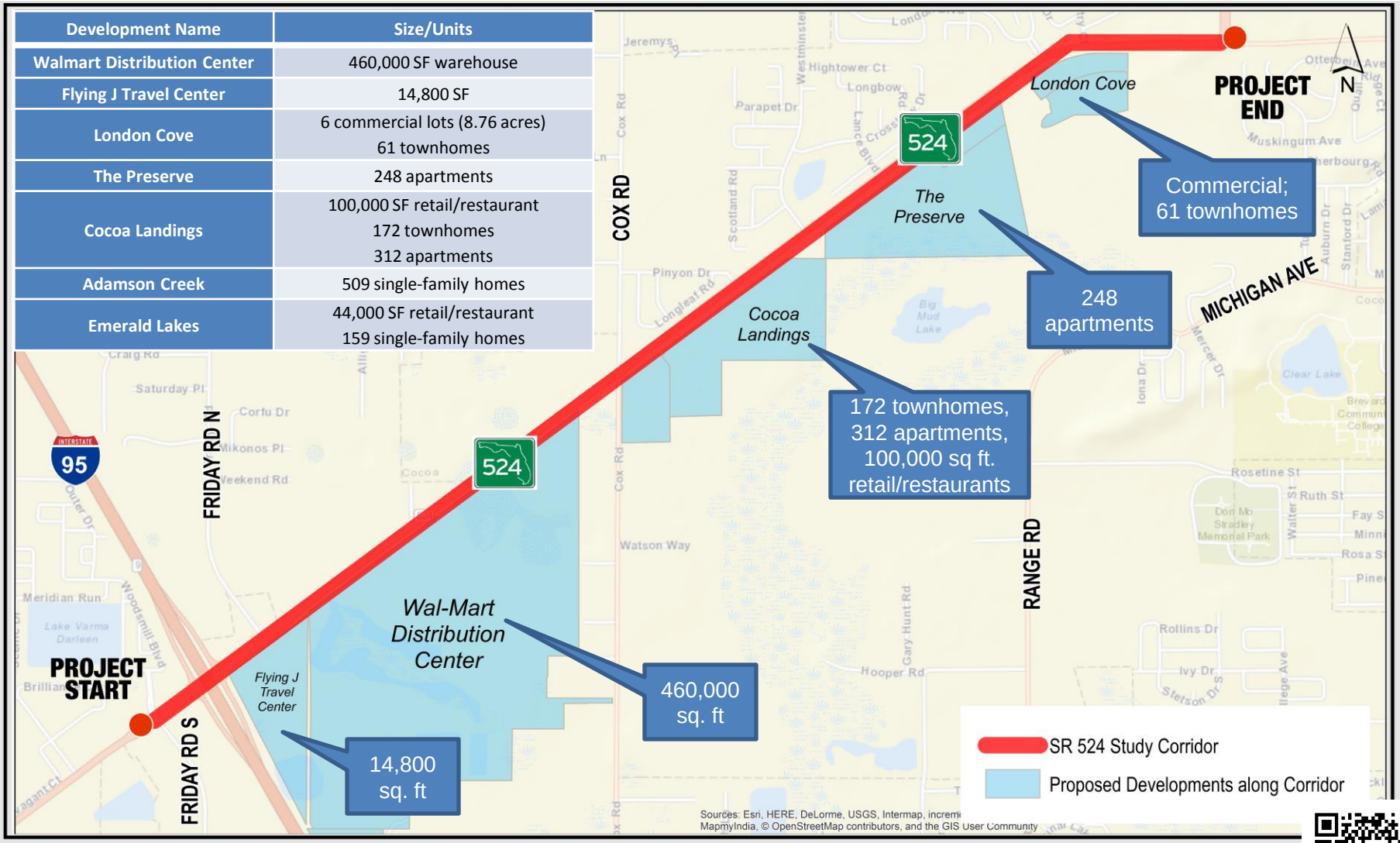
- 4 bicycle/pedestrian accidents (2009 to 2013)

Crash Location	Total Number of Crashes	Pedestrian Involved	Bicycle Involved	Corridor Average Crash Rate	Statewide Crash Rate
S. Friday Road to I-95	1	0	0	6.15	2.63
I-95 Interchange	23	0	0	6.98	2.25
I-95 to N. Friday Road	12	1	0	4.30	2.63
N. Friday Road to Cox Road	14	0	0	0.28	0.93
Cox Road to London Blvd	21	1	1	0.32	1.72
London Blvd to Industry Road	53	1	0	4.65	2.38
Total (2010-2014)	**124**	**3**	**1**	**3.78 (Average)**	**2.09 (Average)**

Major Developments will Increase Traffic

SR 524 Corridor PLANNING STUDY

Development Name	Size/Units
Walmart Distribution Center	460,000 SF warehouse
Flying J Travel Center	14,800 SF
London Cove	6 commercial lots (8.76 acres) 61 townhomes
The Preserve	248 apartments
Cocoa Landings	100,000 SF retail/restaurant 172 townhomes 312 apartments
Adamson Creek	509 single-family homes
Emerald Lakes	44,000 SF retail/restaurant 159 single-family homes

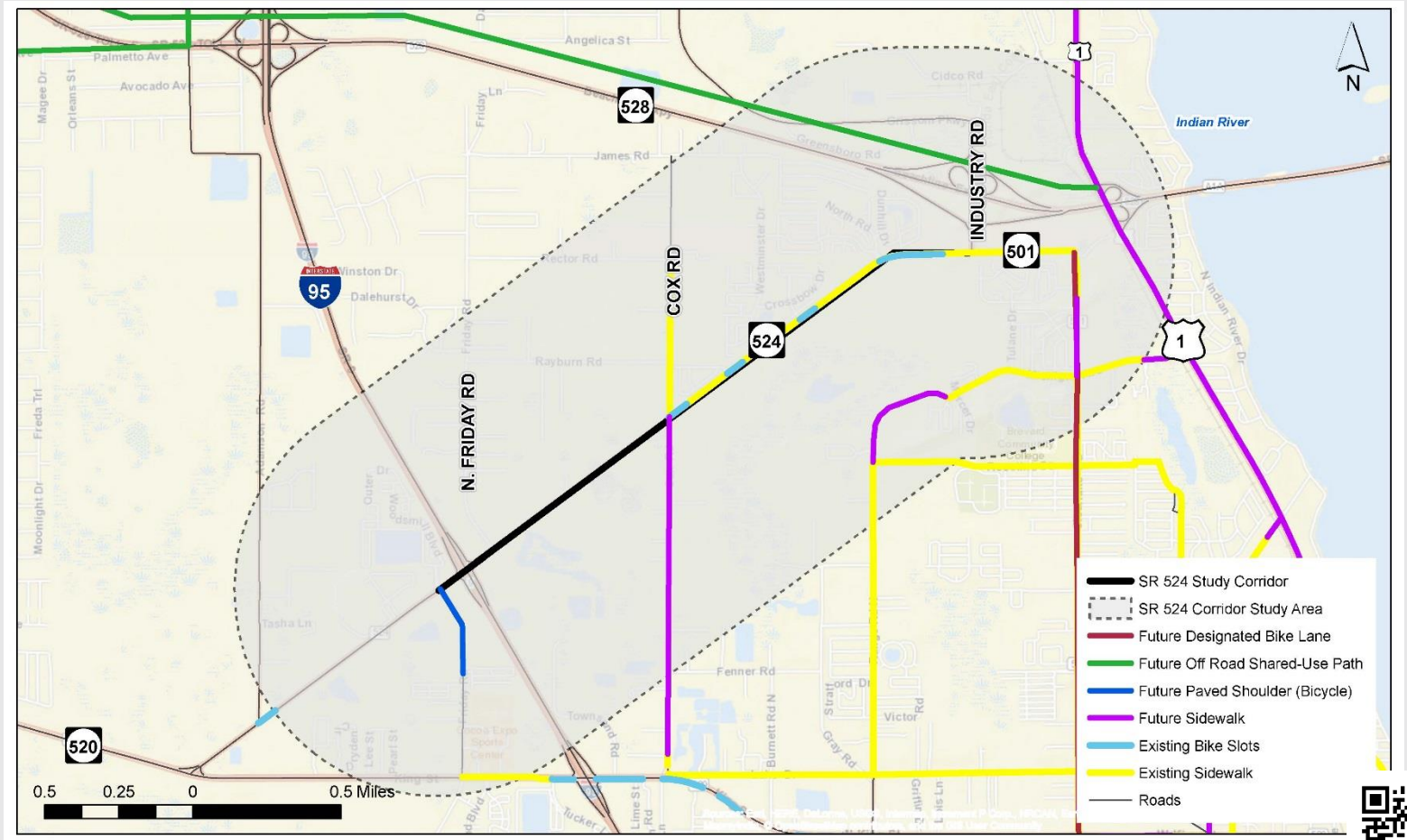


FDOT

Pedestrian Paths and Bicycle Lanes are Limited

SR 524 Corridor PLANNING STUDY

- Existing sidewalk on the north side between Cox and Industry
- Bicycle lane on the north side between London and Industry



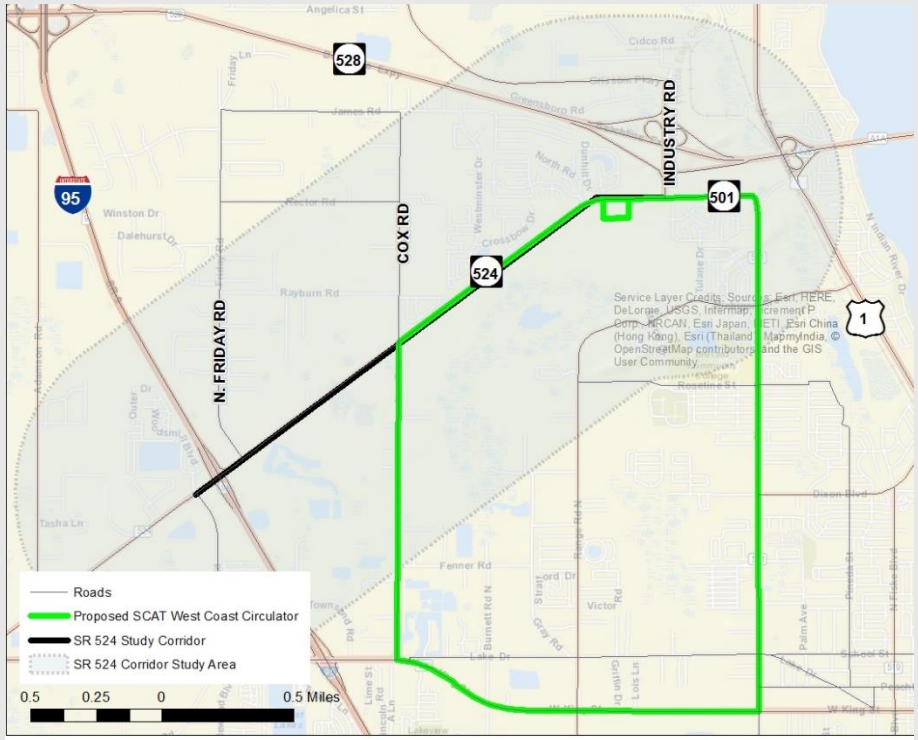
FDOT

Transit Routes are Limited

SR 524 Corridor PLANNING STUDY

- Currently served by two Space Coast Area Transit (SCAT) bus routes at corridor ends – Route 6 and Route 8
- Future West Cocoa Circulator route planned





FDOT

Summary of Data Analysis Findings: Reasons for Improvements

SR 524 Corridor PLANNING STUDY

- **Land Use**
  - The Corridor is projected to experience both **residential and employment growth** in the next 15 years. The combination of planned developments are estimated to generate over **12,000 additional trips** on the Corridor.
- **Traffic**
  - By **2040**, the majority of the Corridor is **projected to operate in failing conditions** with no geometric improvements to existing infrastructure.
  - By **2040**, the majority of the Corridor **intersections (five out of eight) will be operating at failing conditions** with no geometric improvements to existing infrastructure, with **particularly long delays at the I-95 Southbound ramp and N. Friday Road** intersections.
- **Safety**
  - **Vehicular safety improvements are needed**, particularly at the I-95 intersection.
  - **Pedestrian safety improvements are needed**, especially at London Road.
- **Multimodal Accommodations**
  - **Enhanced bicycle and pedestrian accommodations** are needed to provide safe travel for non-vehicular users of the Corridor.

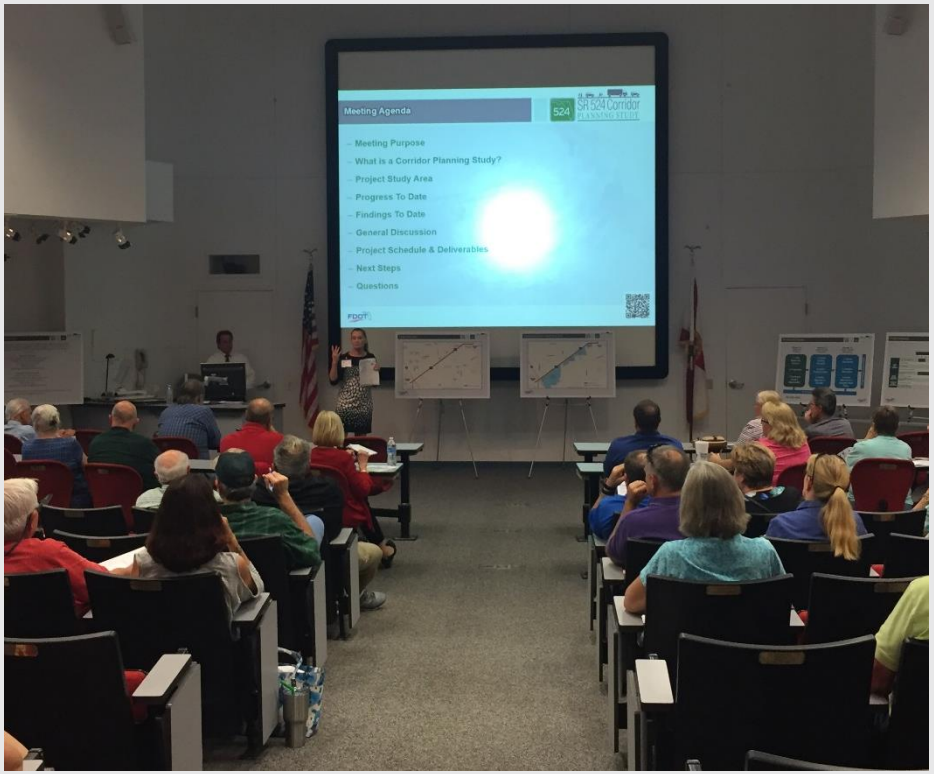
FDOT

What We Heard from the Public and Stakeholders….

SR 524 Corridor PLANNING STUDY

Concerns Included:

- Impacts of new development
  - On traffic volumes
  - On corridor character
  - On property values
- Provide additional roadway capacity (widening)
- Improve safety for all users
- Minimize right-of-way impacts
- Develop and maintain corridor character
- Provide safe and reliable access to all users
- Prioritize multi-modal facilities
  - Pedestrian & bicyclists; multi-use paths
- Ensure driveways are accessible and safe
- Improve I-95 interchange ramp terminal intersections
- Mitigate traffic noise
  - Noise barriers



FDOT

SR 524 Corridor PLANNING STUDY

Recommendations to Improve SR 524 Corridor: Conceptual Alternatives

FDOT

Context Sensitive Improvements: S. Friday Road to Cox Road

SR 524 Corridor PLANNING STUDY

Industrial Character

- ***Four travel lanes*** to accommodate additional traffic
- ***Raised landscaped median*** reduces impervious surface area
- ***Wider through lanes*** (2-12' lanes in each direction to N. Friday; 1-12' lane, 1-11' lane in each direction - N. Friday to Cox) to accommodate anticipated truck volumes
- ***Major intersections signalized*** to improve safety and mobility
- ***Right turns lanes*** into Walmart Distribution Center to facilitate movement of traffic
- ***Accommodation for pedestrians and bicycles*** on both sides SR 524 to improve safety and provide for all users



FDOT

Context Sensitive Improvements: Cox Road to west of Industry Road

SR 524 Corridor PLANNING STUDY

Residential/Mixed-Use Character

- ***Four travel lanes*** – accommodates additional traffic demand and mobility needs
- ***Winding alignment*** – slows traffic, supports livable communities, minimizes environmental impacts
- ***Narrower through lanes*** – 2-11' lanes in each direction
- ***Raised landscaped median*** – improves safety; improves aesthetics, minimizes stormwater runoff
- ***Speed limit reduction*** – slows traffic, discourages truck traffic, recognizes bike/ped presence
- ***Curb and gutter*** – improves stormwater collection away from pavement; helps reduce speeds by providing definable barrier
- ***Potential roundabouts*** at Cox Road and London Blvd – improves aesthetics, slows traffic speeds, improves traffic flow and mobility
- ***Enhanced pedestrian crossings*** – accommodates all users; improves safety
- ***Green bike lane*** closer to Industry Road – accommodates all users; improves safety



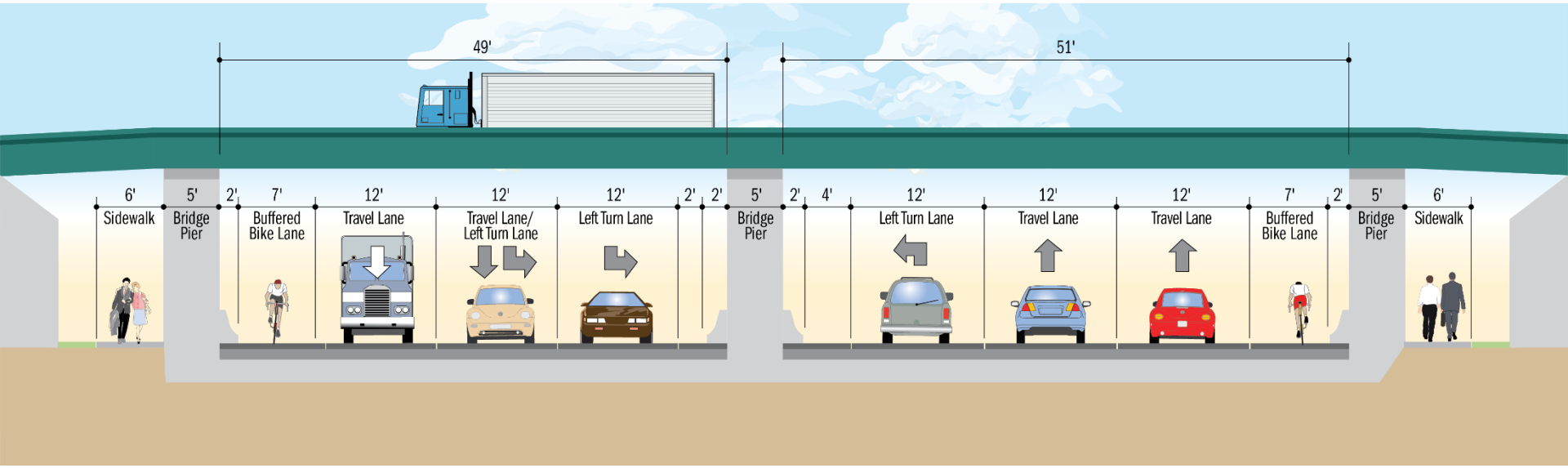
FDOT

Conceptual Alternative: I-95 Interchange

SR 524 Corridor PLANNING STUDY

Key Improvements:

- Additional travel lanes for future traffic at the interchange
- Additional turn lanes for heavy left turns onto southbound I-95
- Traffic signals at ramps to I-95 to improve safety and traffic flow
- Buffered bicycle lanes and protected sidewalks for pedestrian safety

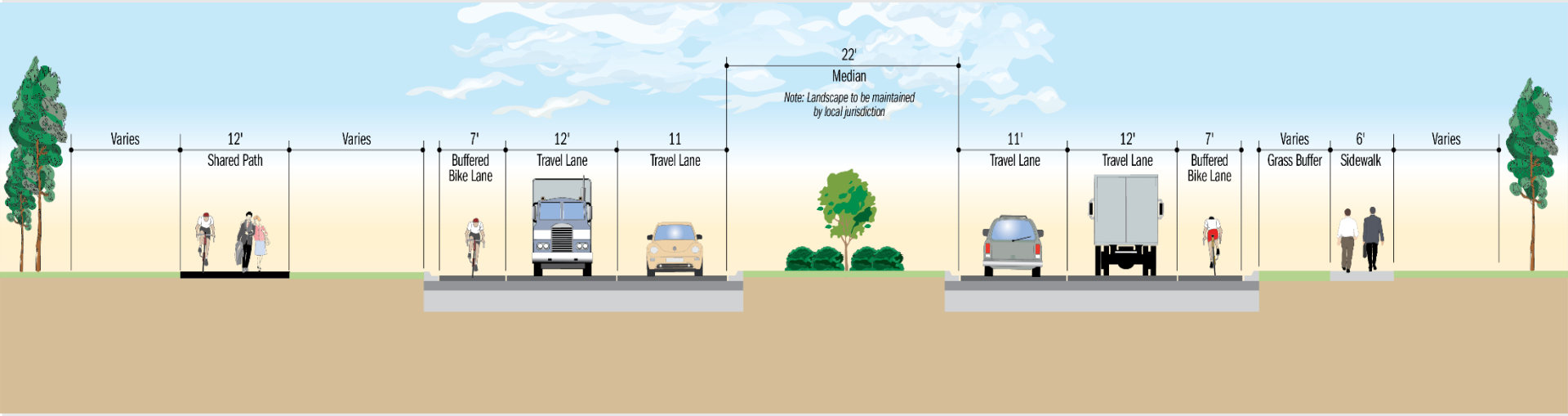


Conceptual Alternative:
N. Friday Road to Cox Road

SR 524 Corridor PLANNING STUDY

Key Improvements:

- Additional lanes to accommodate future traffic along the Corridor
- Buffered bicycle lanes and sidewalks, for pedestrian safety
- Raised median to improved safety
- Speed limit reduction, to promote increased safety for all users



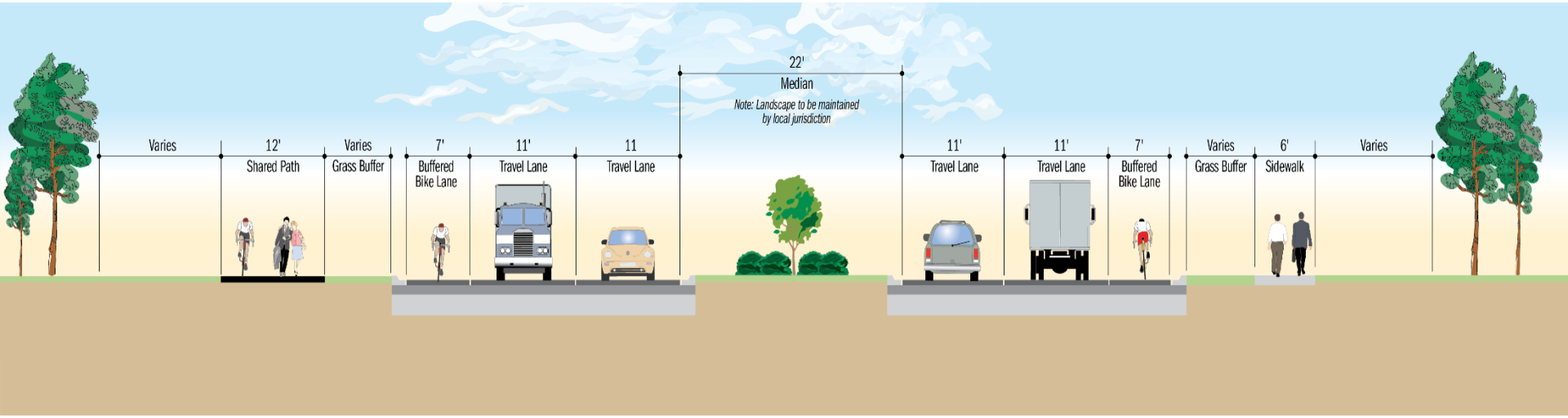
FDOT

Conceptual Alternative: Cox Road to Coventry Court

SR 524 Corridor PLANNING STUDY

Key Improvements:

- Additional lanes for future traffic along the Corridor
- Buffered bicycle lanes and sidewalks, for pedestrian safety
- Raised median to improve safety
- Reduced lane widths to discourage non-essential freight traffic
- Speed limit reduction to promote walkability, safety for all users, and discourage non-essential freight traffic



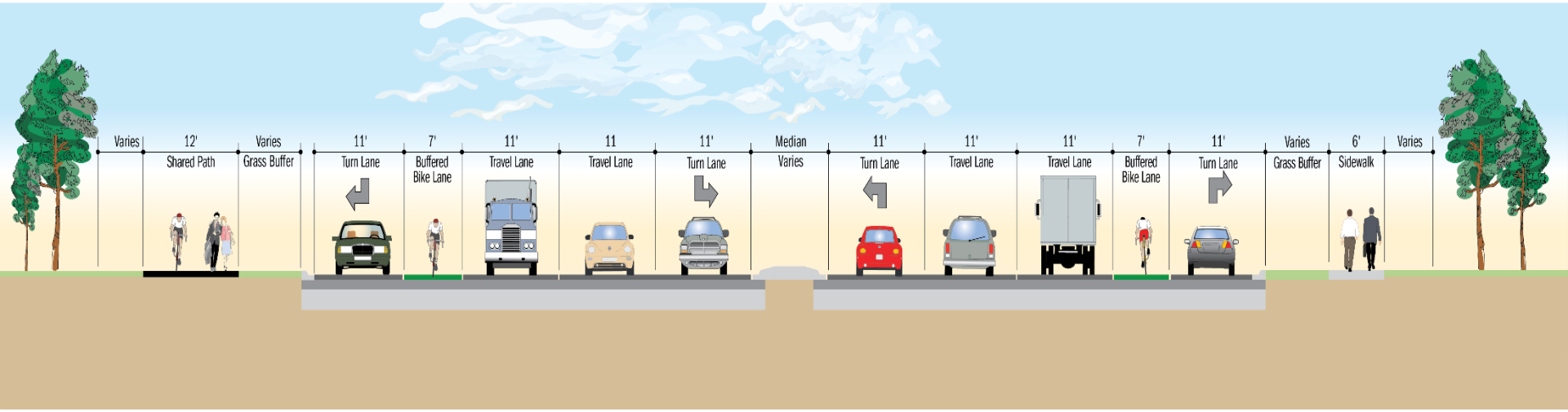
FDOT

Conceptual Alternative:
Coventry Court to west of Industry Road

SR 524 Corridor PLANNING STUDY

Key Improvements:

- Additional lanes to accommodate future traffic along the Corridor
- Buffered bicycle lanes and sidewalks, for pedestrian safety
- Speed limit reduction to promote walkability, safety for all users, and discourage freight traffic
- Reduced lane widths to discourage freight traffic
- Turning lanes at shopping centers

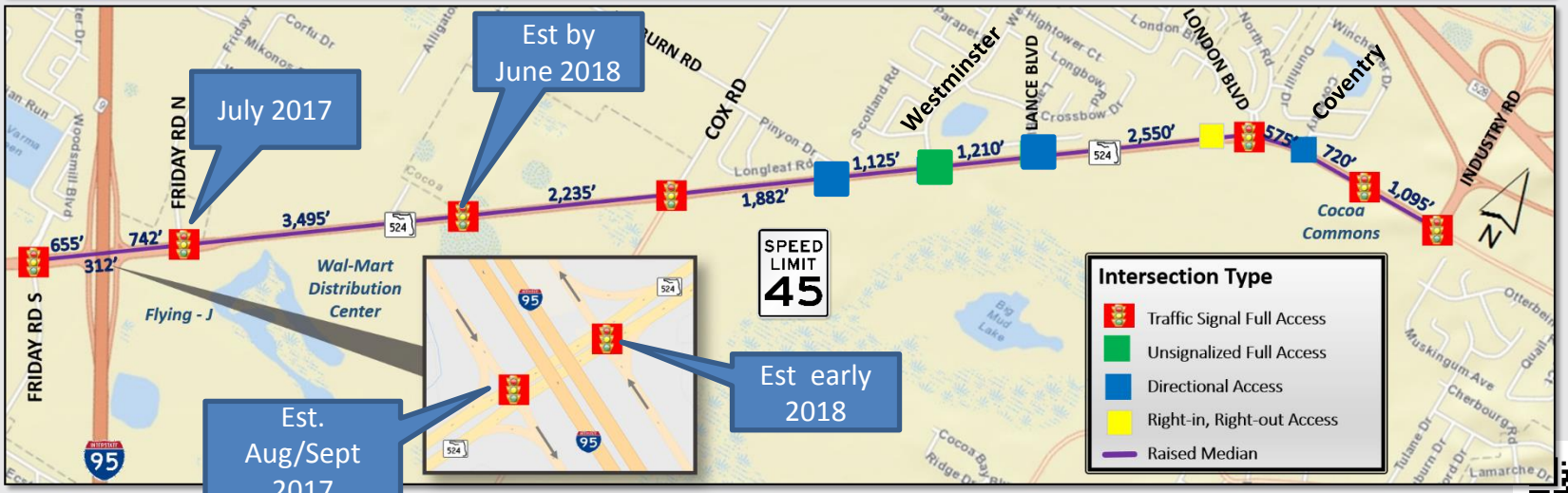


FDOT

Access Management

SR 524 Corridor PLANNING STUDY





Would Roundabouts Improve SR 524?

SR 524 Corridor PLANNING STUDY

FDOT Policy:

- Assess applicability of a roundabout when a road undergoes major reconstruction or before a new traffic signal is approved
- First step is a “Level 1 Screening” of intersections



SR 802/Lake Worth
Palm Beach



SR 44 at Grand Ave
Volusia County

FDOT

What are the Benefits of Roundabouts?

Improves Safety

- Fewer crashes; 90% fewer fatalities and 75% fewer injuries
- 10 – 40% fewer pedestrian/bicycle crashes
- Safer for beginning and elderly drivers
- Can be used in multiple road intersections



Saves Travel Time

- 30 to 50% increase in traffic capacity for intersection, less delay waiting at stops and signals



Is Environmentally Friendly

- Reduces pollution, fuel consumption and noise (from cars not idling at traffic signals)
- Roundabout islands can be landscaped with native plants and trees
- Generally require less land to construct than traditional intersections



Saves Money

- No cost for traffic signals and yearly maintenance
- Intersection still operates in power outages, no need for police to direct traffic



Improves Aesthetics

- Can serve as a gateway feature into the community

FDOT

SR 524 Corridor PLANNING STUDY

Building on the Corridor Study:

What are the Next Steps?



FDOT

Key Issues for Additional Analysis in PD&E Study

- What is the best alignment for the reconstructed road?
- Where are median openings full versus directional access?
- What speed limit should the road be designed for?
- How do we best address stormwater impacts?
- What lighting improvements are needed?
- Is there a way to minimize potential noise impacts?
- Coordination with I-95 interchange study

Final Steps in Corridor Study	Date
Corridor Alternatives and Strategy Report	July 2017
Study Close-out	July 2017
Project Development & Environment Study (PD&E) Begins	2018

SR 524 Corridor PLANNING STUDY

FDOT Project Manager
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Phone: 386-943-5167
judy.pizzo@dot.state.fl.us

Consultant Project Manager
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Consultant Technical Advisor
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danaher@pbworld.com

Legislation Details (With Text)

File #:	17-361	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	8/9/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	

Title: Approve the Participation in the Taylor Creek Reservoir/St. John River Water Supply Project (WS0919) and authorize the Mayor, City Manager and City Attorney to finalize and execute all required project agreements and legal instruments; and Approve the Project Permitting Budget and Expenses as a Multi-Year Agreement from 2017 through 2019; and Authorize the City Manager, Utilities Director and City Attorney to implement the project agreements. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Letter to Hon Chairman Miklos.pdf
TCR-SJR General Implementation Agreement - FINAL SIGNATURE VERSION.pdf
DOCS-#512827-v1-Notice_of_Agreement_(Signature) - TJP Edit - 8-10-17.pdf
DOCS-#512828-v1-Notice_of_Satisfaction_Termination_(Signature) - TJP Edit - 8-10-17.pdf
TCR_SJR_Wholesale_Water_Supply_Contract_Execution_Draft_With_Exhibits_080117.pdf
17-07-30 Final Pipeline Agreement (Signature).pdf
17-07-30 Final Project Permit Agreement (Signature).pdf
DOCS-#512826-v1-Land_Trust_Agreement_(Signature).pdf
DOCS-#512825-v1-Flowage_Easement_in_Trust_(Signature).pdf
TCR Sttlmt Agreement - June 22 1993.pdf
DOCS-#512830-v1-First_Amendment_to_Settlement_Agreement_(Signature).pdf
DOCS-#512829-v1-Exhibit_A_Cocoa_Storage_Easement_(Signature).pdf
DOCS-#512831-v1-Alternative_Exhibit_B_1_Memorandum_of_Agreement_-_First_....pdf
DOCS-#512832-v2-Flowage_easement_litigation_settlement_agreement_(Signature).pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2017
Agenda Date: August 22, 2017
Prepared By: John A. Walsh, P.E., Utilities Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve the Participation in the Taylor Creek Reservoir/St. John River Water Supply Project (WS0919) and authorize the Mayor, City Manager and City Attorney to finalize and execute all required project agreements and legal instruments; and Approve the Project Permitting Budget and Expenses as a Multi-Year Agreement from 2017 through 2019; and Authorize the City Manager, Utilities Director and City Attorney to implement the project agreements.

BACKGROUND:

The Taylor Creek Reservoir/St. Johns River (TCR/SJR) Project is a multi-phase collaborative project that utilizes the TCR and ultimately the SJR for water supply. In 2000, the St. Johns River Water Management District (SJRWMD) determined that due to environmental constraints, traditional sources of water will not sustain demand in Central Florida and identified the TCR/SJR as an alternative water source. The Florida Department of Environmental Protection (FDEP) and the three water management districts which comprise the Central Florida Water Initiative have determined that no new fresh groundwater is available in Central Florida. This cooperative project has been identified and included in the SJRWMD Regional Water Supply Plan, which was approved by all the applicable state and regional regulatory agencies after an extensive public participation process.

The City of Cocoa, Orange County, Orlando Utilities Commission, Toho Water Authority and East Central Florida Services (Deseret Ranch) have been working to develop collaborative agreements to permit and secure necessary water supplies for future potable and agricultural water needs. Those agreements are now complete and scheduled for review, consideration and approval by the various governing bodies including the City Council of the City of Cocoa. The agreements include very specific and detailed procedures and benchmarks for developing and allocating new water supplies, interconnections among the participants and cost sharing allocations.

The agreements are important because these water suppliers have chosen to work together in the interest of the entire region and the citizens they collectively and individually serve. The agreements represent a Public-Private Partnership with public agencies and a private company, ECFS, and a private property owner (Farmland Reserves Inc.). The expenses related to the project will be shared proportionally. As an added benefit, because it's a regional project and an alternative water supply, it will be eligible for additional grant funding from the St. Johns River Water Management District and the State of Florida.

Due to the complexity of the project, there are multiple agreements proposed for approval and execution by several or all of the parties involved in the project. The list of agreements is as follows: (1) TCR/SJR Water Supply Project General Implementation Agreement; (2) TCR/SJR Water Supply Project Wholesale Water Supply Contract; (3) TCR/SJR Water Supply Project Transmission Line Agreement; (4) TCR/SJR Water Supply Project Permitting Agreement; (5) TCR/SJR Project Land Trust Agreement, Drainage, Flowage and Storage Easement Agreement for Public Water Supply; (6) First Amendment to Taylor Creek Reservoir Settlement Agreement Dated June 23, 1993; and (7) The Drainage, and the Flowage and Storage Easement Agreement for Public Water Supply to Cocoa. There are also several non-substantive legal instruments that will require execution by several or all of the parties.

The four primary agreements for the City of Cocoa are the (1) General Implementation Agreement, (2) the Wholesale Water Supply Contract, (3) the Permitting Agreement and (4) The First Amendment to the TCR Settlement Agreement Dated June 23, 1993. All agreements must be approved, signed contemporaneously by all agencies and executed in order for the project to move forward.

In addition, the SJRWMD has also provided a letter agreement to be executed by all of the water suppliers. The letter acknowledges the participation in mediation for the TCR/SJR Project. The letter also outlines the dismissal of the lawsuit between SJRWMD and Farmland Reserve, Inc. with respect to the right to store water in TCR and its use for public water supply. The agreements stipulate that a

perpetual easement for the City of Cocoa's existing Consumptive Use Permit (CUP) will be granted along with the creation of an Easement in Trust over the reservoir to protect the rights of the TCR/SJR Project participants with the City of Cocoa as the Trustee. This is a significant outcome for Cocoa, securing the reservoir for water supply for as long as it is needed for such purposes.

The TCR/SJR Project is divided into four phases. Water from the St. Johns River will not be taken until it is needed and conservation and reuse will continue to be developed by all participants. The first phase is the Permitting Phase, then Wholesale Water Purchase Phase, then Maximizing Dyal Phase and then finally a Dyal Expansion and/or an option for a Non- Dyal Plant. The agreements attached to this agenda item outline how the collective water suppliers will work together, share costs and meet the future water supply needs of their respective service areas for the benefit of the public.

During Phases 2 and 3, the City of Cocoa will provide potable water to the other water suppliers using the existing Dyal Plant. However, during Phase 3, the Dyal Plant will be expanded to its maximum surface water capacity of ±24 MGD. The cost of potable water was analyzed and a methodology for developing the future rate is included in the Wholesale Water Supply Agreement (WWSA). Stantec (Michael Burton) participated in developing the water rate model for the project. The WWSA also includes a rate for water requested in Phase 2 as a percentage of the Inside Cocoa City Rate because the project rate had to exclude water utility expenses not related to the City providing water to the project such as distribution costs to Brevard County and meter reading for retail customers in Cocoa's service area.

The Taylor Creek Reservoir will be used to store source water to be treated at the Dyal Plant. As demands increase in the future, the reservoir will need to be augmented by water from the St. Johns River in order to meet demands and increase the reliability of the source water. In Phase 4 of the project, the water suppliers have the option to construct a major plant expansion at Dyal and/or to select a different water supplier and location for a new Phase 4 water plant. In either case, the City of Cocoa will continue to provide finished water through Phase 3 (±24 MGD annual average including Cocoa's existing 8.83 MGD permitted TCR allocation) and the raw water for the entire project including Phase 4. The City will also be responsible for the Raw Water System for the project related to withdrawing water from TCR/SJR. All capital contributions for any required plant expansions and Raw Water System will be paid by the water suppliers per their pro rata proportion.

In the Permitting Phase, the City of Cocoa is responsible for its pro rata share, 6% or $360,000 as outlined and estimated in the Permitting Agreement. The Permitting Phase includes SJRWMD CUP/ERP permits, NPDES permit, as well as many other potential permits that will be determined upon submittal of the CUP for the regional project. Furthermore, in accordance with the terms and conditions of the agreements, the City will be the Project Administrator for the project for the initial permitting phase, Phase 2, Phase 3, and the Raw Water System. If Phase 4 involves a Dyal expansion, the City will also serve as Project Administrator for the Phase 4 Dyal expansion.

The other water suppliers receiving water from the City will be responsible for the transmission line(s) necessary to connect their existing water systems to the Dyal point of connection. Other water suppliers will serve as project administrators under the transmission line agreement and for a Non-Dyal expansion in Phase 4. The actual point of connection will be determined under the agreements.

Staff has reviewed the attached documents in close coordination with the City Attorney, City Manager and the City's water resource consultant (Mark Farrell of WRA). Staff recommends approval of the agreements/project documents and initial project funding.

Upon approval of the agreements by the City Council, the Mayor, City Manager and City Attorney shall be authorized to finalize and execute all required project agreements and legal instruments. The agreements will become effective upon approval and execution of all of the parties.

Upon the agreements becoming effective and the parties proceeding with the project, the City Manager, Utilities Director and City Attorney will implement the project agreements in furtherance of the City's best interests and advise the City Council of the status as may be necessary in the future. Future project expenditures will be presented to the City Council for consideration in the future as required by the agreements and as deemed necessary.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, pending approval FY2018 budget
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$100,000 FY2018
Account Number	421-4010-536.31-00, WS0919
Account Name	Professional Services
Source of Funds:	Operating Revenues

FUTURE FISCAL YEAR IMPACTS: FY2017 - FY2019

FY2017:
Amount Required: none anticipated

FY2018:
Amount Required: $100,000

FY2019:
Amount Required (estimated): $260,000

TOTAL COST FOR THE MULTI-YEAR AGREEMENT: $360,000

PREVIOUS ACTION:

In various ways, the City has been participating in Taylor Creek Reservoir/St. John River Water Supply Project for approximately 13 years since the City Council approved, on November 8, 2005, a Memorandum of Agreement Between The St. Johns River Water Management District, South Florida Water Management District, City of Cocoa, City of Titusville, Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, and East Central Florida Services, Inc. for the

development of a Preliminary Design Report - Environmental Information Document for the St. Johns River/Taylor Creek Reservoir Water Supply Project.

The City Council has approved numerous agreements and expenditures over the years in furtherance of the project.

RECOMMENDED MOTION:

Approve the Participation in the Taylor Creek Reservoir/St. John River Water Supply Project (WS0919) and authorize the Mayor, City Manager and City Attorney to finalize and execute all required project agreements and legal instruments; and Approve the Project Permitting Budget and Expenses as a Multi-Year Agreement from 2017 through 2019; and Authorize the City Manager, Utilities Director and City Attorney to implement the project agreements.

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UTILITIES DEPARTMENT
351 Shearer Boulevard
Cocoa, Florida 32922
Phone: (321) 433-8700

August 22, 2017

The Honorable John A. Miklos
Chairman, St. Johns River Water Management District Governing Board
P.O. Box 1429
Palatka, Florida 32178-1429

Dear Chairman Miklos:

The City of Cocoa ("Cocoa"), Orange County, Orlando Utilities Commission, East Central Florida Services, Inc., and Tohopekaliga Water Authority are public water suppliers (collectively the "Public Water Supply Mediation Participants") taking part in a mediation process involving Taylor Creek Reservoir ("TCR"). The water supply project that has been agreed to as part of the mediation is referred to as the "TCR/SJR Water Supply Project."

The mediation includes the disputes being litigated in St. Johns River Water Management District v. Farmland Reserve, Inc., Case No. 2009-CA-21687-O (Fla. 9th Cir. Ct.) ("Lawsuit"). One issue in the Lawsuit is whether the water stored in the TCR can be used for public water supply under existing easements granted to St. Johns River Water Management District ("SJRWMD") or whether an additional easement from FRI would be necessary.

The Public Water Supply Mediation Participants and Farmland Reserve, Inc. ("FRI") will settle their mediated issues through execution of the agreements that are listed on attached Exhibit "A" ("TCR/SJR Project Agreements"). Contemporaneously with the execution of the TCR/SJR Project Agreements, FRI will also grant Cocoa a permanent public water supply flowage and storage easement authorizing Cocoa to continue to flow, store and withdraw water from TCR for Cocoa's public water supply purposes independent of the TCR/SJR Water Supply Project ("Cocoa Permanent Easement"), Item 8 in Exhibit "A".

FRI and SJRWMD have reached a settlement in the Litigation under which SJRWMD would abandon, through dismissal of the Lawsuit, the claim that SJRWMD has easements allowing the water stored in TCR to be used for public water supply. The dismissal would occur after execution of the TCR/SJR Project Agreements and, in accordance with those agreements, FRI grants a public water supply flowage and storage easement in trust ("Public Water Supply Easement In Trust") to Cocoa, which Cocoa will hold for the benefit of all the Public Water Supply Mediation Participants. The Public Water Supply Easement In Trust to Cocoa grants in

trust to a public entity, Cocoa, a water storage easement with multiple public water suppliers being the beneficiaries of the new easement in trust.

There were a number of alternatives considered for the timing of the dismissal of the Lawsuit including an alternative that would not have dismissed the lawsuit until after the permitting of the TCR/SJR Water Supply Project was completed. Dismissal of the Lawsuit, whenever it occurs, will have the effect of forever abandoning SJRWMD's claim that the water stored in the TCR can be used for public water supply under existing easements. However, under the TCR/SJR Project Agreements, Cocoa will retain the Cocoa Permanent Easement and, in the event of a failure of the TCR/SJR Water Supply Project, a 20-year period will remain for Cocoa and the District to secure other water suppliers to implement a water supply project involving the TCR.

To facilitate the overall settlement of all the issues involved in the mediation and at the request of FRI and the Public Water Supply Mediation Participants, SJRWMD will dismiss the Lawsuit within 60 days after execution of the TCR/SJR Water Supply Project's documents and the grant by FRI of the Cocoa Permanent Easement and the Public Water Supply Easement in Trust to Cocoa.

The City of Cocoa hereby joins the other Public Water Supply Mediation Participants in requesting that SJRWMD dismiss the Lawsuit within 60 days after execution of the TCR/SJR Project Agreements and the grant by FRI of the Cocoa Permanent Easement and the Public Water Supply Easement in Trust to Cocoa, even though that will be before all the Public Water Supply Mediation Participants have irrevocably committed to all phases of the TCR/SJR Water Supply Project.

Sincerely,

HENRY U. PARRISH III
Mayor
hparrish@cocoafl.org
321-433-8480

EXHIBIT "A"

LIST OF TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER

WATER SUPPLY PROJECT AGREEMENTS

1. TCR/SJR Water Supply Project General Implementation Agreement
2. TCR/SJR Water Supply Project Wholesale Water Supply Contract
3. TCR/SJR Water Supply Project Transmission Line Agreement
4. TCR/SJR Water Supply Project Permitting Agreement
5. TCR/SJR Project Land Trust Agreement
6. Drainage, Flowage and Storage Easement Agreement for Public Water Supply
7. First Amendment to Taylor Creek Reservoir Settlement Agreement Dated June 23, 1993
8. Drainage, Flowage and Storage Easement Agreement for Public Water Supply to Cocoa

TAYLOR CREEK RESERVOIR/ST JOHNS RIVER WATER SUPPLY PROJECT

GENERAL IMPLEMENTATION AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT GENERAL IMPLEMENTATION AGREEMENT** ("Agreement") is made and entered into this _____ day of_____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC**., a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA"), and **FARMLAND RESERVE, INC**., a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI). For good and valuable consideration, the Parties agree to the provisions contained in this Agreement.

1. DEFINITIONS. As used in this Agreement:
   1.1 "1993 Settlement Agreement" means the "Taylor Creek Reservoir Settlement Agreement" dated June 22, 1993, as may be amended from time-to-time, a copy of which is attached as **Exhibit A** to this Agreement.
   1.2 "2005 Agreement" means the "Memorandum of Agreement Between the St. Johns River Water Management District, South Florida Water Management District, City of Cocoa, City of Titusville, Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority and East Central Florida Services, Inc. for Development of a Preliminary Design Report-Environmental Information Document for the St. Johns River/Taylor Creek Reservoir Water Supply Project" dated on or about December 2005 to have an engineering firm prepare the 2009 PDR.
   1.3 "2009 PDR" means the reports entitled "St. Johns River/Taylor Creek Reservoir Water Supply Project-Preliminary Design Report" dated December 22, 2009 and

"St. Johns River/Taylor Creek Reservoir Water Supply Project Environmental Information Document" dated September 2009.

1.4 "Additional TCR/SJR Quantity" means an additional estimated 23.67 to 33.67 MGD annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

1.5 "Annual Storage Fee Payment" means the fee Cocoa agrees to pay FRI to compensate FRI for granting the TCR/SJR Easement in Trust consisting of the TCR Per Acre Amount multiplied by each acre of land or fraction of an acre of land located below the then existing TCR maximum standing pool elevation established by the U.S. Army Corps of Engineers.

1.6 "Bidding Budget" means the approved maximum cost for the award of construction contracts. A Bidding Budget is set at the completion of the final design for specific TCR/SJR Project infrastructure, as noted in Sections 6.9 and 6.10 (Phases 3 and 4). There may be more than one Bidding Budget during Phases 3 and 4.

1.7 "Central Florida Water Initiative" or "CFWI" means a collaborative process involving the Florida Department of Environmental Protection, the SJRWMD, the South Florida Water Management District, the Southwest Florida Water Management District, the Florida Department of Agriculture and Consumer Services, public water supply utilities, and other stakeholders as further described in section 373.0465, Florida Statutes as it may be amended from time to time.

1.8 "CFWI Area" means all of Orange, Osceola, Polk and Seminole Counties, and southern Lake County as further described in section 373.0465, Florida Statutes as it may be amended from time to time.

1.9 "CFWI Plan" means the then existing Regional Water Supply Plan approved pursuant to section 373.709, Florida Statutes by SJRWMD, the South Florida Water Management District and the Southwest Florida Water Management District for the CFWI Area.

1.10 "Cocoa System Water" means that water as defined in the Wholesale Water Supply Contract.

1.11 "Committed" or "Commitment" means a decision to proceed with the TCR/SJR Project pursuant to Sections 6.4, 6.5 or 6.6.

1.12 "Committee" means a board consisting of one Committee Member appointed by each Water Supplier, with the authority and responsibilities specified in Section 4. The Committee shall be subject to the open meeting requirements of section 286.011, Florida Statutes, or a successor provision.

1.13 "Committee Member" means a person or alternate designated by each Water Supplier to represent its interests on the Committee.

1.14 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.

1.15 "Conflict Committee" means a board consisting of one Conflict Committee Member appointed by each Water Supplier that is a member of a TCR/SJR Committee that has a conflict with another TCR/SJR Committee, as specified in Section 4.4. The committee shall be subject to the open meeting requirements of section 286.011, Florida Statutes, or a successor provision.

1.16 "Conflict Committee Member" means a person or alternate designated by a Water Supplier to represent its interests on the Conflict Committee.

1.17 "Consensus" means, (a) when applied to a TCR/SJR Committee, or the Conflict Committee, the unanimous consent of all the TCR/SJR Committee Members, or Conflict Committee Members present at a TCR/SJR Committee, or Conflict Committee meeting, except as otherwise specified in this Agreement, which shall be recorded in the minutes of the TCR/SJR Committee, or Conflict Committee meeting and, (b) when applied to the Parties or the Water Suppliers, the unanimous consent of all of the Parties or all of the Water Suppliers, which shall be recorded in a letter agreement executed by the director or executive officer of

each Party or Water Supplier, if expressly required by the Agreement or if requested by one or more Parties or Water Suppliers.

1.18 "Construction Budget" means the approved maximum cost for the actual construction during Phases 3 and 4 of the TCR/SJR Project infrastructure, as noted herein in Sections 6.9 and 6.10, including contingency. The Construction Budget is set after the TCR/SJR Project bidding and selection of a contractor or contractors. There may be more than one Construction Budget during Phases 3 and 4.

1.19 "CUP" means consumptive use permit under chapter 373, Part II, Florida Statutes, as amended or modified from time to time.

1.20 "Delivery Point" means the authorized points of connection between a participating Finished Water Transmission Line Party's water system and a TCR/SJR Finished Water Transmission Line Project; or between a participating Raw Water Transmission Line Party's water system and a TCR/SJR Raw Water Transmission Line Project.

1.21 "Design Budget" means the preliminary estimated construction cost developed during Phases 3 and 4 for the TSR/SJR Project infrastructure, as noted herein in Sections 6.9 and 6.10, which is voted on after the completion of a TCR/SJR Project PDR and before work on the final design. There may be more than one Design Budget during Phases 3 and 4.

1.22 "Dyal POC" means the point(s) where the Dyal WTP connects to one or more TCR/SJR Finished Water Transmission Line(s) or TCR/SJR Raw Water Transmission Line(s).

1.23 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to this Agreement or by Cocoa separately.

1.24 "Effective Date" means the date the Agreement takes legal effect as specified in Section 27 of this Agreement.

1.25 "Environmental Permit(s)" means all permits, licenses or other third party approvals, inclusive of the Regional Permits, necessary for the acquisition, construction, management or operation of the TCR/SJR Project.

1.26 "Finished Water" means treated water that meets all applicable potable water treatment levels prescribed by the Florida Department of Environmental Protection in chapter 62-550, Florida Administrative Code, as well as other applicable regulations, as may be amended from time to time.

1.27 "Finished Water Transmission Line Parties" means all the Water Suppliers participating in a TCR/SJR Finished Water Transmission Line Project.

1.28 "Flowage Easement Litigation Settlement Agreement" means the agreement between SJRWMD and FRI to settle the flowage easement litigation, which is attached as **Exhibit B** to this Agreement.

1.29 "Force Majeure Event" means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Environmental Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement.

1.30 "Level of Service" means water quantity, water quality and reliability of water service provided by Cocoa, the Phase 4 Dyal Treatment Project Administrator, or a Phase 4 Non-Dyal Treatment Project Administrator to its retail and wholesale water customers, other than the Water Suppliers, at the time of a decision under Section 4.1.5.2, 4.2.5.2, 4.3.5.2, or 4.4.4.2, respectively.

1.31 "Majority" means, as applied to a TCR/SJR Committee, or the Conflict Committee, more than 50% under either a Straight Vote or Weighted Vote.

1.32 "Memorandum of Agreement" means the "Memorandum Agreement for Consumptive Use Permitting Information Development Related to the Taylor Creek Water Supply Project" dated December 5, 2011 between ECFS, OUC and Cocoa, as amended on December 5, 2016.

1.33 "MFL" means a minimum flow or level established by a water management district or the Florida Department of Environmental Protection pursuant to sections 373.042 and 373.0421, Florida Statutes.

1.34 "MGD" means a flow rate measured as million gallons per day.

1.35 "Phase 4 Dyal Treatment Committee" means a board consisting of one Phase 4 Dyal Treatment Committee Member appointed by each Water Supplier participating with Cocoa in a Phase 4 Dyal Treatment System, with the authority and responsibilities specified in Section 4. The Phase 4 Dyal Treatment Committee shall be subject to the open meeting requirements of section 286.011, Florida Statutes, or a successor provision.

1.36 "Phase 4 Dyal Treatment Committee Member" means a person or alternate designated by each Water Supplier participating in a Phase 4 Dyal Treatment System to represent its interests on the Phase 4 Dyal Treatment Committee.

1.37 "Phase 4 Dyal Treatment Project Administrator" means Cocoa, having overall responsibility for operation, maintenance, and administration of the Phase 4 Dyal Treatment System.

1.38 “Phase 4 Dyal Treatment Project Manager” means the person or alternate designated by Cocoa to manage the operation, maintenance, and administration, storage and delivery of Finished Water from the Phase 4 Dyal Treatment System.

1.39 “Phase 4 Dyal Treatment Project Representative” means the person or alternate, who is not a Phase 4 Dyal Treatment Committee Member or the Phase 4 Dyal Treatment Project Administrator, designated by each Water Supplier to work with the Phase 4 Dyal Treatment Project Manager regarding operation, maintenance, administration, storage and delivery of Finished Water from the Phase 4 Dyal Treatment System.

1.40 “Phase 4 Dyal Treatment System” means the infrastructure for the treatment, storage, and delivery of Finished Water from the Dyal WTP to the Dyal POC(s) pursuant to Phase 4.

1.41 “Phase 4 Non-Dyal Treatment Committee” means a board consisting of one Phase 4 Non-Dyal Treatment Committee Member appointed by each Water Supplier participating in a Phase 4 Non-Dyal Treatment System, with the authority and responsibilities specified in Section 4. The Phase 4 Non-Dyal Treatment Committee shall be subject to the open meeting requirements of section 286.011, Florida Statutes, or a successor provision.

1.42 “Phase 4 Non-Dyal Treatment Committee Member” means a person or alternate designated by each Water Supplier participating in a Phase 4 Non-Dyal Treatment System to represent its interests on the Phase 4 Non-Dyal Treatment Committee.

1.43 “Phase 4 Non-Dyal Treatment Project Administrator” means the Party, other than Cocoa, selected by the Phase 4 Non-Dyal Treatment Committee having overall responsibility for operation, maintenance, and administration of the Phase 4 Non-Dyal Treatment System.

1.44 “Phase 4 Non-Dyal Treatment Project Manager” means the person or alternate designated by the Non-Dyal Treatment Project Administrator to manage the operation, maintenance, and administration, storage and delivery of Finished Water from the Phase 4 Non-Dyal Treatment System.

1.45 “Phase 4 Non-Dyal Treatment Project Representative” means the person or alternate, who is not a Phase 4 Non-Dyal Treatment Committee Member or the Phase 4 Non-Dyal Treatment Project Administrator, designated by each Water Supplier to work with the Phase 4 Non-Dyal Treatment Project Manager regarding operation, maintenance, administration, storage and delivery of Finished Water from the Phase 4 Non-Dyal Treatment System.

1.46 “Phase 4 Non-Dyal Treatment System” means the infrastructure required for the transmission and delivery of Raw Water from the Dyal POC(s) to the Phase 4 Non-Dyal water treatment plant and all infrastructure, required for the treatment, storage, and delivery of Finished Water to the Phase 4 Treatment POC(s).

1.47 “Phase 4 Treatment POC” means a point(s), where a Phase 4 Non-Dyal Treatment System connects to one or more Finished Water Transmission Line(s). If Cocoa is the only provider of Finished Water in Phase 4, the there is no Phase 4 Treatment POC(s).

1.48 “Pipeline Administrator” shall have the same meaning as the Project Administrator in the TCR/SJR Transmission Line Agreement.

1.49 “Project Administrator” means Cocoa, having overall responsibility for operation, maintenance, and administration for the treatment, storage and delivery of Finished Water from the Dyal WTP to the Dyal POC(s) pursuant to Phases 1, 2 and 3, and for the operation, maintenance, and administration of the Raw Water System(s).

1.50 “Project Manager” means the person or alternate designated by Cocoa to manage the operation, maintenance, administration, storage and delivery of Finished Water from the Dyal WTP to the Dyal POC(s) pursuant to Phases 1, 2 and 3, and for the operation, maintenance, and administration of the Raw Water System(s).

1.51 “Project Representative” means the person or alternate, who is not a Committee Member or Project Administrator, designated by each Water Supplier to work with the Project Manager regarding the operation, maintenance, administration, storage and delivery of Finished Water from the Dyal WTP to the Dyal POC(s)

pursuant to Phases 1, 2 and 3, and for the operation, maintenance, administration, storage and delivery of Raw Water from the Raw Water System(s).

1.52 "Prudent Utility Practices" means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States during the relevant time period or any of the practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts known, or that should have been known, at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with applicable legal, engineering, reliability, safety, and time requirements.

1.53 "Quorum" means, (a) as applied to a TCR/SJR Committee, a majority of the TCR/SJR Committee Members; or (b) when applied to the Conflict Committee, a majority of the Conflict Committee Members.

1.54 "Raw Water" means water withdrawn from TCR or SJR by Cocoa that is not treated to Finished Water standards.

1.55 "Raw Water System(s)" are all infrastructure required for withdrawal, transmission and delivery of Raw Water from the SJR or TCR to the Dyal WTP or Dyal POC(s).

1.56 "Raw Water Transmission Line Parties" means all the Water Suppliers participating in a TCR/SJR Raw Water Transmission Line Project.

1.57 "Regional Permits" mean those Environmental Permits as more specifically described in the TCR/SJR Project Permitting Agreement.

1.58 "Reviewing Engineer" means an independent engineer selected by an engineer representing Cocoa and an engineer representing the other Water Suppliers, who is hired to provide an engineering analysis where required pursuant to Section 4.1.5.5 herein; or an independent engineer selected by an engineer representing a Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, and an engineer representing the other Water Suppliers, who is hired to provide an engineering analysis where required pursuant to

Section 4.2.5.5 herein;; or an independent engineer selected by an engineer representing ECFS and an engineer representing the other Water Suppliers, who is hired to provide an engineering analysis where required pursuant to Sections 6.12.3 or 6.12.4 herein.

1.59 "SJR" means the St. Johns River.

1.60 "SJRWMD" means the St. Johns River Water Management District or its successor entity.

1.61 "Straight Vote" means that each TCR/SJR Committee Member, or Conflict Committee Member voting on a decision has one equal vote.

1.62 "Substantial Deviation" means that the design or construction of all or a part of the TCR/SJR Project is materially different from the design last approved by the applicable TCR/SJR Committee or the cost exceeds the approved Bidding, Construction or Design Budgets.

1.63 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Flood Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the St. Johns River, and located on lands in Orange and Osceola Counties, Florida.

1.64 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

1.65 "TCR Per Acre Amount" means the amount of $200 per acre per year as adjusted pursuant to Section 8.2.

1.66 "TCR Waters" means the surface water in the TCR, or any surface water in the TCR's associated watershed, Taylor Creek east of the L-73 and Cox Creek east of the L-73, or the SJR to the north of the northwest quarter of the northwest quarter of Section 7 of Township 30 South, Range 36 East, in Brevard County, and to the

south of State Road 50, as more specifically identified in **Exhibit C** to this Agreement.

1.67 "TCR/SJR Committee" means the Committee, the Phase 4 Dyal Treatment Committee or a Phase 4 Non-Dyal Treatment Committee(s).

1.68 "TCR/SJR Committee Member" means a person or alternate designated by each Water Supplier participating in a TCR/SJR Committee to represent its interests on a TCR/SJR Committee.

1.69 "TCR/SJR Easement in Trust" means the Drainage, Flowage and Storage Easement Agreement for Public Water Supply, as described in Section 8.1 and attached as **Exhibit D**.

1.70 "TCR/SJR Easement in Trust Agreement" means the TCR/SJR Project Land Trust Agreement attached as **Exhibit E**.

1.71 "TCR/SJR Finished Water Transmission Line" means that transmission line(s) constructed for the purpose of transporting Finished Water from the Dyal POC(s) or Phase 4 Treatment POC(s) to the Delivery Point(s).

1.72 "TCR/SJR Finished Water Transmission Line Project" means a project authorized by the TCR/SJR Transmission Line Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the Dyal POC(s) or the Phase 4 Treatment POC(s) and the Delivery Points, including any TCR/SJR Finished Water Transmission Line(s) and any needed water supply system improvements.

1.73 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR for public water supply and agricultural purposes as more specifically stated in this Agreement. The project includes Raw Water intake(s), Raw Water transmission main(s), potable water treatment, storage and transmission facilities, TCR Levee Improvements and modification of the regulation schedule for TCR, and necessary land acquisition.

1.74 "TCR/SJR Project Administrators" means the Project Administrator, the Phase 4 Dyal Treatment Project Administrator or the Phase 4 Non-Dyal Treatment Project Administrator(s).

1.75 "TCR/SJR Project Managers" means the Project Manager, the Phase 4 Dyal Treatment Project Manager or the Phase 4 Non-Dyal Treatment Project Manager(s)

1.76 "TCR/SJR Project Representatives" means the Project Representatives, the Phase 4 Dyal Treatment Project Representatives or the Phase 4 Non-Dyal Treatment Project Representatives.

1.77 "TCR/SJR Project Agreements" means this Agreement, and those other agreements referenced in Section 3.2.

1.78 "TCR/SJR Project Failure" means either: (a) a failure of the TCR/SJR Project pursuant to Sections 6.4.3 or 6.6.3; or (b) a Consensus decision of the Committee, excluding Cocoa's Committee Member, that the TCR/SJR Project has failed, which may be decided at any time; or (c) termination by Consensus of the Parties pursuant to Section 28.

1.79 "TCR/SJR Project PDR" means one or more written reports setting forth the general design and implementation (excluding meter selection) and opinion of probable costs for Phases 3 and 4 of the TCR/SJR Project, including any amendments, as set forth in Sections 6.9 and 6.10. These reports include the permit engineering report developed under the TCR/SJR Project Permitting Agreement.

1.80 "TCR/SJR Project Permitting Agreement" means that certain agreement entered into by the Parties, a copy of which is attached as **Exhibit F** to this Agreement.

1.81 "TCR/SJR Raw Water Transmission Line" means that transmission line constructed for the purpose of transporting Raw Water to the Delivery Point(s).

1.82 "TCR/SJR Raw Water Transmission Line Project" means a project authorized by the TCR/SJR Transmission Line Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership

of the facilities connecting the Dyal POC(s) or the Phase 4 Treatment POC(s) and Delivery Points, including any TCR/SJR Raw Water Transmission Line(s) and any needed water supply system improvements.

1.83 "TCR/SJR Transmission Line Agreement" means that contract governing the routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the TCR/SJR Finished Water Transmission Line(s) and TCR/SJR Raw Water Transmission Line(s), a copy of which is attached as **Exhibit G** to this Agreement.

1.84 "Water Suppliers" means TWA, OCU, OUC, Cocoa and ECFS.

1.85 "Weighted Vote" or "Weighted Vote Method" means:

(a) when a TCR/SJR Committee or Conflict Committee consists of five (5) Parties, then a vote to approve a decision shall be made by Committee Members that constitute both a Majority of the public water supply allocations set forth in Table 7.2 herein, and a Majority of the Committee Members;

(b) when a TCR/SJR Committee or Conflict Committee consists of four (4) Parties, then a vote to approve a decision shall be made by Committee Members that constitute both a Majority of the public water supply allocations of the Committee Members set forth in Table 7.2 herein, and at least two (2) Committee Members;

(c) when a TCR/SJR Committee or Conflict Committee consists of two (2) or three (3) Parties, then a vote to approve a decision shall be made by the Committee Member(s) that constitute a Majority of the public water supply allocations of the Committee Members set forth in Table 7.2 herein; and

(d) when applied to decisions of the Water Suppliers, the method for Weighted Vote established in subsection (a) through (c) shall apply based on the number of Water Suppliers, and a Water Supplier's vote to approve a decision shall be recorded in a letter agreement executed by the director or executive officer of each Water Supplier, if expressly required by the Agreement or if requested by one or more Water Suppliers.

1.86 "Wholesale Water Supply Contract" means that contract attached as **Exhibit H** to this Agreement.

2. GENERAL BACKGROUND OF TCR/SJR PROJECT

2.1 The use of water from the TCR Waters is identified as an alternative water supply project in the SJRWMD's District Water Supply Plan 2005 Fourth Addendum 2009 and the CFWI Plan.

2.2 The Parties agree that the TCR/SJR Project is intended and should be used for both public water supply and agricultural use as outlined in this Agreement and the other agreements identified in Section 3.2 below.

2.3 Pursuant to the 2005 Agreement, the Water Suppliers contracted to develop the 2009 PDR. While the Parties used information from the 2009 PDR to develop the TCR/SJR Project governed by this Agreement, the TCR/SJR Project governed by this Agreement is not the same as the preferred alternative nor any other alternative identified in the 2009 PDR. The Parties may use information from the 2009 PDR to design and implement the TCR/SJR Project, but are not bound to follow any design, project alternative, or specification set forth in the 2009 PDR.

3. PURPOSE OF AGREEMENT

3.1 **Overall Agreement.** This Agreement governs the overall development, implementation and operation of the TCR/SJR Project by the Parties.

3.2 **Other Relevant Agreements.** The following agreements have been entered into by some of the Parties in connection with the TCR/SJR Project.

3.2.1 The 1993 Settlement Agreement as modified by any amendments thereto, which is attached as **Exhibit A** to this Agreement.

3.2.2 Flowage Easement Litigation Settlement Agreement, which is attached as **Exhibit B** to this Agreement.

3.2.3 TCR/SJR Easement in Trust, which is attached as **Exhibit D** to this Agreement.

3.2.4 TCR/SJR Easement in Trust Agreement, which is attached as **Exhibit E** to this Agreement.

3.2.5 TCR/SJR Project Permitting Agreement, which is attached as **Exhibit F** to this Agreement.

3.2.6 TCR/SJR Transmission Line Agreement, which is attached as **Exhibit G** to this Agreement.

3.2.7 Wholesale Water Supply Contract, which is attached as **Exhibit H** to this Agreement.

3.3 **Other Agreements Not Affected by this Agreement.** Except as specified in Section 22 or 26, any other agreement between some or all of the Parties not specifically referenced in Section 3.2 is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.

3.4 **Limitation on Effect to 1993 Settlement Agreement.** Notwithstanding the listing of the 1993 Settlement Agreement in this Agreement or the attachment of the 1993 Settlement Agreement as Exhibit A to this Agreement, all parties to this Agreement agree and acknowledge that the 1993 Settlement Agreement constitutes an agreement only between Cocoa, FRI and ECFS or their successor or assigns under the 1993 Settlement Agreement. OUC, TWA, and Orange County acknowledge and agree that they shall not be considered parties or third party beneficiaries to the 1993 Settlement Agreement as amended and have no third party or other enforcement rights under the 1993 Settlement Agreement. Additionally, in the event of a TCR/SJR Project Failure or termination of the TCR/SJR Project Agreements, the 1993 Settlement Agreement shall remain in full force and effect unless terminated or otherwise modified by Cocoa, FRI and ECFS. Nothing in this Section shall limit a Party's enforcement rights or constitute a waiver of the Default and Remedy provisions in Section 32 under this Agreement.

4. <u>TCR/SJR PROJECT GOVERNANCE STRUCTURE</u>

4.1 **The Committee's Working Relationship with Cocoa as Project Administrator**. Governance of the public water supply portion for Phases 1, 2 and 3 of the TCR/SJR

Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project shall be shared between Cocoa as Project Administrator and the Committee in accordance with the scope of responsibilities which have been assigned to Cocoa and the Committee under this Agreement. Specifically, Cocoa will implement the Phases 1, 2 and 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project according to this Agreement. The Committee will only make the decisions that are expressly set forth in Section 4.1.1. All other decisions regarding Phases 1, 2 and 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project not expressly assigned to the Committee shall be made by Cocoa, except as otherwise specified in this Agreement. Cocoa will be the sole operator of the Dyal WTP and the additional project facilities related to the collection, storage and treatment of the first 24 MGD of potable water from the TCR/SJR Project (the 24 MGD includes Cocoa's present 8.83 MGD permitted allocation); and Cocoa will be the sole operator of the Dyal WTP and the additional project facilities related to the collection, storage and delivery of any Raw Water for public water supply during Phase 4 of the TCR/SJR Project. The purchase and delivery of water under the TCR/SJR Project from Cocoa by the other Water Suppliers will be governed by the Wholesale Water Supply Contract. The Water Suppliers may by Consensus recorded in a letter agreement expand the responsibilities of the Committee beyond those set forth in Section 4.1.1 below provided the scope and duration of the expanded responsibilities do not conflict with this Agreement.

4.1.1 **Responsibility of the Committee**. The Committee's role under this Agreement in governing Phases 1, 2 and 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System(s) portion of Phase 4 of the TCR/SJR Project is limited to the following decisions, which this Agreement describes in greater detail elsewhere This Section does not

limit the Committee's authority to make decisions granted under other agreements:

4.1.1.1 Determination of whether to change the timeframes or phasing of the public water supply portion of the TCR/SJR Project as provided in Section 6.1.

4.1.1.2 Approval of meeting minutes.

4.1.1.3 Approval of the plans, tools and protocols as specified in Sections 6.3.5 and 6.12.

4.1.1.4 Approval of scopes of work and related budgets, and amendments thereto for consultant(s) selected to provide services, where such services are called for in Section 6.

4.1.1.5 Participation in the development of the TCR/SJR Project PDR including review and comment on draft documents and information in support of the development of the TCR/SJR Project PDR.

4.1.1.6 Approval of the TCR/SJR Project PDR(s) and Design Budget(s) as specified in Sections 6.9 and 6.10.

4.1.1.7 Determination of whether to proceed with directing Cocoa to obtain necessary real property interests for the TCR/SJR Project for purposes of constructing an intake structure on the SJR, Raw Water transmission lines from the SJR to TCR, a discharge structure into TCR, and possibly a new or modified intake structure from TCR to the Dyal WTP, as specified in Section 6.

4.1.1.8 Approval to increase the surface water treatment capacity of the Dyal WTP and required infrastructure, as specified in Sections 6.9 and 6.10.

4.1.1.9 Approval of the final design for all or a portion of Phase 3 of the public water supply portion of the TCR/SJR Project and the Raw

Water System portion of Phase 4 of the TCR/SJR Project and any Substantial Deviation from the applicable TCR/SJR Project PDR.

4.1.1.10 Approval to add flows from the SJR and required infrastructure as specified in Section 6.11 herein.

4.1.1.11 Approval of any Bidding Budget for all or a portion of Phase 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project.

4.1.1.12 If the bids exceed any Bidding Budget, determination of whether to approve or reject the bids to construct all or a portion of Phase 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project. If the vote is to reject the bid(s), then the Committee will decide whether to modify and/or rebid the construction project(s).

4.1.1.13 Approval of any Construction Budget for all or a portion of Phase 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project.

4.1.1.14 If construction costs exceed or are expected to exceed a Construction Budget for all or a portion of Phase 3 of the public water supply portion of the TCR/SJR Project or the Raw Water System portion of Phase 4 of the TCR/SJR Project, approval of a revised Construction Budget.

4.1.1.15 Approval of any Substantial Deviations from the Committee-approved final design during construction of all or a portion of Phase 3 of the public water supply portion of the TCR/SJR Project and the Raw Water System portion of the TCR/SJR Project.

4.1.1.16 During Phase 4 of the TCR/SJR Project, deciding where and how to build the needed Phase 4 Dyal Treatment System or the Phase 4 Non-Dyal Treatment System under Section 6.11.

4.1.1.17 Responding to a written notice from ECFS on whether ECFS's conversion of some or all of its 8 MGD annual average allotment from agriculture to another type of use will adversely impact the ability to withdraw water from TCR for public water supply purposes as provided in Section 6.12.

4.1.1.18 Approval of the use of alternative project delivery mechanisms, as specified in Section 6.11, for design and construction of Phase 3 of the public water supply portion of the TCR/SJR Project, the Raw Water System portion of Phase 4 of the TCR/SJR Project, and the Phase 4 Dyal Treatment System if all Water Suppliers select Option 1.

4.1.1.19 Approval of decisions or actions necessary to implement any section of this Agreement, except as otherwise provided for in this Agreement or otherwise delegated to the Phase 4 Dyal Treatment Committee or the Phase 4 Non-Dyal Treatment Committee(s).

4.1.2 **Committee Membership**. At least thirty (30) days prior to the initial decision requiring Committee approval, each Water Supplier must provide to every other Water Supplier, in writing, the name, address, phone number, fax number, email address, and any other electronic communication address of the Water Supplier's Committee Member. Any Water Supplier may change its Committee Member any time immediately upon written notice to all the other Water Suppliers. Additionally, the Water Suppliers by Consensus may disband the Committee during the interim between decisions requiring Committee approval. If the Committee is disbanded, Committee Members will no longer have any responsibilities as a member of the Committee. In addition, prior to the next decision requiring Committee approval in accordance with

requirements of this section, each Water Supplier will re-designate its Committee Member.

4.1.3 **Committee Organization**. The Committee shall have a chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Committee meetings and otherwise ensuring that Committee meetings comply with the open meeting requirements of section 286.011, Florida Statutes. Cocoa's Committee Member shall serve as the Committee chair, unless Cocoa voluntarily relinquishes its role as Committee chair or all of the other Committee Members agree to appoint a new Committee chair, in which case the Committee chair shall be selected by a Straight Vote of the Committee. Any Committee Member selected as the Committee chair, other than Cocoa's Committee Member, will serve in that capacity until said Committee Member resigns or is removed by Straight Vote of the Committee. In the event of a vacancy, a Committee chair shall be selected by Straight Vote of the Committee at its next regular or special meeting. If the Committee chair is not Cocoa's Committee Member, then at the Committee chair's request, the other Water Suppliers may reimburse the Water Supplier whose Committee Member is currently serving as Committee chair for any reasonable expenses incurred in carrying out the Committee chair's duties under this Agreement using some means the other Committee Members determine by Consensus.

4.1.4 **Committee Meetings**. The Committee shall hold meetings on a schedule and at a location determined by the Committee, as needed to facilitate the Committee's authorized decisions pursuant to Section 4.2, with an agenda the Committee chair will provide prior to each meeting. Special meetings of the Committee shall be called upon written notice from the Project Manager, or upon written notice from a Majority of Committee Members to the Project Manager requesting a special meeting. Meeting notice,

including the time and location of the meeting, and the agenda for any Committee meeting shall be provided in writing to all Committee Members at least seven (7) business days prior to a meeting, except in case of an emergency meeting. A Quorum shall be required for all Committee meetings. The Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Committee Chair shall be responsible for preparing meeting minutes.

4.1.5 **Committee Decision Making**. The Parties desire and intend to encourage the Committee Members to decide by Consensus as often as possible. In the event Consensus is not reached, as determined by a Straight Vote of a Majority of the Committee, Committee decisions will proceed as described below, unless otherwise specified in this Agreement:

4.1.5.1 The Committee will decide the issue by Weighted Vote.

4.1.5.2 If the Committee decides an issue by Weighted Vote, Cocoa has thirty (30) days after the Committee's Weighted Vote has occurred to notify the Committee in writing (which may include a written electronic communication) that Cocoa believes the Committee's decision has the potential to adversely impact Cocoa's Level of Service or would make it financially impossible or technically infeasible for Cocoa to provide water under the price and terms of the Wholesale Water Supply Contract. If Cocoa so notifies the Committee, Cocoa shall also describe in detail why or how the decision (a) potentially adversely impacts Cocoa's Level of Service, or (b) adversely impacts Cocoa's ability to comply with the Wholesale Water Supply Contract. Cocoa's notice must, if possible, also describe how the Committee's

decision could be modified to eliminate the potential impact to Cocoa. If Cocoa so notifies the Committee, then the Committee's decision is deemed stayed until the resolution of the matter as described herein is achieved, unless the Committee, including Cocoa's Committee Member, agree otherwise by Consensus. If Cocoa so notifies the Committee and Cocoa's Committee Member is serving as the Committee chair, Cocoa's Committee Member will temporarily relinquish its role as Committee chair and the remaining Committee Members will select a temporary Committee chair by Straight Vote to preside over the matter described herein. Cocoa will resume serving as Committee chair upon the date of final resolution of the matter using the process specified herein.

4.1.5.3 For the purposes of Sections 4.1.5.3 through 4.1.5.11, all references to Committee shall mean the Committee Members except Cocoa's Committee Member. If Cocoa notifies the Committee as provided in Section 4.1.5.2, then the Committee has thirty (30) days from receipt of Cocoa's notice to provide an initial written response to the issue raised by Cocoa. If the Committee fails to provide an initial written response to Cocoa within (30) days, or within thirty (30) days provides a written response to Cocoa that the Committee will not revise, modify or rescind its decision, then Cocoa and the Committee will proceed with the selection of a Reviewing Engineer as provided for in Section 4.1.5.5 below.

4.1.5.4 If as part of its initial written response or subsequent to the initial written response, the Committee provides a plan or approach for addressing the issue raised by Cocoa pursuant to Section 4.1.5.2 above, then Cocoa shall notify the Committee in writing within

thirty (30) days of receiving the Committee's plan or approach that either the Committee has addressed the issue raised by Cocoa, or that Cocoa selects to have Cocoa and the Committee proceed with the selection of a Reviewing Engineer as provided for in Section 4.1.5.5 below. If Cocoa fails to respond to the Committee within this (30) day period, Cocoa is deemed to have accepted the Committee-provided plan or approach for addressing the issue raised by Cocoa.

4.1.5.5 Cocoa and the Committee will each select an engineer. These two engineers will select a third engineer as a Reviewing Engineer to provide an independent engineering analysis of the issue to Cocoa and the Committee. The Committee and Cocoa have sixty (60) days to select their engineers and for those engineers to select the Reviewing Engineer. The Committee and Cocoa will each bear the cost of their own engineer. The Committee chair will contract with the Committee's engineer and the remaining Committee Members will reimburse the Committee chair on an equal basis for the costs of the Committee chair within sixty (60) days of receiving an invoice from the Committee chair for the same. Cocoa will contract with Cocoa's engineer. Within sixty (60) days of designation of the Reviewing Engineer, the Committee chair and/or Cocoa shall contract with the Reviewing Engineer and each side will pay fifty (50%) percent of the cost of the Reviewing Engineer. The Committee Members will pay for the Committee's fifty (50%) percent cost of the Reviewing Engineer on an equal basis and will reimburse the Committee chair for payments to the Reviewing Engineer within sixty (60) days of the receipt of an invoice for the same.

4.1.5.6 The Reviewing Engineer shall propose a schedule to be approved by Cocoa and the Committee to review the Committee's and Cocoa's respective positions and render a report on the same. The contract with the Reviewing Engineer must specify the approved schedule. The contract with the Reviewing Engineer must also specify that the Reviewing Engineer provide a deadline for the Committee and Cocoa to each submit a written report of their respective positions and that the Reviewing Engineer shall schedule a meeting at which the Committee and Cocoa can attend and present (orally, in writing, or both) their respective positions to the Reviewing Engineer. The Committee and Cocoa must copy each other on any written communications to the Reviewing Engineer. Once the Reviewing Engineer begins the evaluation, the Reviewing Engineer can only ask questions regarding the issue or related issues to Cocoa and the Committee in writing, copying both Cocoa and the Committee. Cocoa and the Committee can only respond to questions from the Reviewing Engineer in writing, with copies provided to the other party.

4.1.5.7 After considering the positions and information provided by the Committee and Cocoa, the Reviewing Engineer must prepare and submit a final written report to the Committee and Cocoa indicating whether the Committee's decision has the potential to either adversely impact Cocoa's Level of Service and the manner in which and likelihood such potential adverse impact would occur; or whether the Committee's decision would make it financially impossible or technically infeasible for Cocoa to provide water under the price and terms of the Wholesale Water Supply Contract, depending upon the issue raised by Cocoa's notice. If the Reviewing Engineer determines that an adverse

impact or financial impossibility or technical infeasibility will occur, the Reviewing Engineer's final written report must also identify changes to the Committee's decision which would address the potential adverse impact to Cocoa. Finally, the Reviewing Engineer's final written report must indicate the estimated additional cost, if any, Cocoa would incur to address the potential adverse impact.

4.1.5.8 If the Reviewing Engineer's final written report indicates the Committee's decision does not either adversely impact Cocoa's Level of Service or make it financially impossible or technically infeasible for Cocoa to provide water under the price and terms of the Wholesale Water Supply Contract, then the stay on the Committee's decision is deemed lifted and the Committee's decision shall go into effect. If the Reviewing Engineer's final written report indicates that the Committee's decision will adversely impact either Cocoa's Level of Service or would make it financially impossible or technically infeasible for Cocoa to provide water under the price and terms of the Wholesale Water Supply Contract, then the Committee shall decide to either: (a) modify or rescind its decision in the manner described in the Reviewing Engineer's final report to address the adverse impact, or (b) compensate Cocoa for the commercially reasonable additional cost, if any, to address the potential impact to Cocoa's Level of Service or to make it financially possible or technically feasible for Cocoa to provide water under the price and terms of the Wholesale Water Supply Contract, not to exceed the Reviewing Engineer's estimated cost. If the Committee elects to compensate Cocoa, the Committee will determine the method of such compensation, and such compensation will be paid

consistent with the terms of the Wholesale Supply Water Contract.

4.1.5.9 By agreement, the Committee and Cocoa may decide to jointly meet with the Reviewing Engineer after receipt of the Reviewing Engineer's final report to discuss the report. However, regardless of the discussion occurring at such a meeting, or other documents or information presented at the meeting, the Reviewing Engineer's final report shall reflect the final and complete position of the Reviewing Engineer for the purposes of this Agreement, unless the Committee and Cocoa otherwise agree in writing to vary from the Reviewing Engineer's recommendations, in whole or part.

4.1.5.10 By Consensus, the Committee and Cocoa may modify any of the timeframes specified in this Section 4.1.5.

4.1.5.11 If during the thirty (30) day period specified in Section 4.1.5.2, Cocoa does not provide written notice to the Committee of a potential adverse impact pursuant to Section 4.1.5.2, Cocoa shall be deemed to have admitted that the decision voted on by the Committee at the meeting does not have the potential to adversely impact Cocoa's Level of Service and does not make it financially impossible or technically infeasible for Cocoa to comply with the Wholesale Supply Water Contract. Cocoa may not subsequently seek review under Section 4.1.5.2 of a decision of the Committee on the same subject matter unless the Committee subsequently seeks to modify its original decision, and the modification is either (a) a Substantial Deviation or (b) will result in new and materially different adverse impacts to Cocoa's Level of Service or financial performance under the

Wholesale Water Supply Contract beyond those approved by the Committee's original decision.

4.2 **The Phase 4 Dyal Treatment Committee Working Relationship with the Phase 4 Dyal Treatment Project Administrator**. Governance of the Phase 4 Dyal Treatment System portion of the TCR/SJR Project shall be shared between the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee in accordance with the scope of responsibilities which have been assigned to the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee. Specifically, the Phase 4 Dyal Treatment Project Administrator will implement the Phase 4 Dyal Treatment System. The Phase 4 Dyal Treatment Committee will only make the decisions that are expressly set forth in Section 4.2.1. All other decisions regarding the Phase 4 Dyal Treatment System portion of the TCR/SJR Project not expressly assigned to the Phase 4 Dyal Treatment Committee shall be made by the Phase 4 Dyal Treatment Project Administrator, except as otherwise specified in this Agreement. The Phase 4 Dyal Treatment Project Administrator will be the sole operator of the Phase 4 Dyal Treatment System. The purchase and delivery of Finished Water from the Phase 4 Dyal Treatment Project Administrator by the Water Suppliers will be governed by the Wholesale Water Supply Contract. The Water Suppliers that are members of the Phase 4 Dyal Treatment Committee may by Consensus recorded in a letter agreement expand the responsibilities of the Phase 4 Dyal Treatment Committee beyond those set forth in Section 4.2.1 below provided the scope and duration of the expanded responsibilities do not conflict with this Agreement.

4.2.1 **Phase 4 Dyal Treatment Committee Responsibilities**. The Phase 4 Dyal Treatment Committee's role under this Agreement in governing the Phase 4 Dyal Treatment System portion of the TCR/SJR Project is limited to the following decisions, which this Agreement describes in greater detail elsewhere. This Section is not intended to limit the Phase 4 Dyal Treatment

Committee's authority to make decisions granted under other agreements:

4.2.1.1 Determination of whether to change the timeframes or phasing of the Phase 4 Dyal Treatment System portion of the TCR/SJR Project as provided in Section 6.1.

4.2.1.2 Approval of meeting minutes.

4.2.1.3 Approval of scopes of work and related budgets, and amendments thereto for consultant(s) selected to provide services, where such services are called for in Section 6.

4.2.1.4 Participation in the development of the TCR/SJR Project PDR for the Phase 4 Dyal Treatment System including review and comment on draft documents and information in support of the development of the TCR/SJR Project PDR for the Phase 4 Dyal Treatment System.

4.2.1.5 Approval of the TCR/SJR Project PDR(s) for the Phase 4 Dyal Treatment System, and Design Budget(s) for the Phase 4 Dyal Treatment System, as specified in Section 6.11.

4.2.1.6 Approval of the final design for all or a portion of the Phase 4 Dyal Treatment System and any Substantial Deviation from the applicable TCR/SJR Project PDR for the Phase 4 Dyal Treatment System.

4.2.1.7 Approval of any Bidding Budget for all or a portion of the Phase 4 Dyal Treatment System portion of the TCR/SJR Project.

4.2.1.8 If the bids exceed any Bidding Budget for the Phase 4 Dyal Treatment System, determination of whether to approve or reject the bids to construct all or a portion of the Phase 4 Dyal Treatment System. If the vote is to reject the bid(s), then the Phase 4 Dyal Treatment Committee will decide whether to modify and/or rebid the construction project(s).

4.2.1.9 Approval of any Construction Budget for all or a portion of the Phase 4 Dyal Treatment System.

4.2.1.10 If construction costs exceed or are expected to exceed a Construction Budget for all or a portion of the Phase 4 Dyal Treatment System, approval of a revised Construction Budget.

4.2.1.11 Approval of any Substantial Deviations from the Phase 4 Dyal Treatment Committee-approved final design during construction of all or a portion of the Phase 4 Dyal Treatment System.

4.2.1.12 During Phase 4 of the TCR/SJR Project, deciding where and how to build the Phase 4 Dyal Treatment System.

4.2.1.13 During Phase 4, determining whether to proceed with directing the Phase 4 Dyal Treatment Project Administrator(s) to obtain necessary real property interests, if any, for the Phase 4 Dyal Treatment System.

4.2.1.14 Approval of the use of alternative project delivery mechanisms, as specified in Section 6.11, for design and construction of the Phase 4 Dyal Treatment System portion of the TCR/SJR Project.

4.2.1.15 Approval of decisions or actions necessary to implement any section of this Agreement related to the Phase 4 Dyal Treatment System, except as otherwise provided for in this Agreement.

4.2.2 **Phase 4 Dyal Treatment Committee Membership**. At least thirty (30) days prior to the initial decision requiring Phase 4 Dyal Treatment Committee approval, each participating Water Supplier must provide to every other participating Water Supplier, in writing, the name, address, phone number, fax number, email address, and any other electronic communication address of the Water Supplier's Phase 4 Dyal Treatment Committee Member. Any participating Water Supplier may change its Phase 4 Dyal Treatment Committee Member any time immediately upon written notice to all the other participating Water Suppliers. Additionally,

the participating Water Suppliers by Consensus may disband the Phase 4 Dyal Treatment Committee during the interim between decisions requiring Phase 4 Dyal Treatment Committee approval. If the Committee is disbanded, Phase 4 Dyal Treatment Committee Members will no longer have any responsibilities as a member of the Phase 4 Dyal Treatment Committee. In addition, prior to the next decision requiring Phase 4 Dyal Treatment Committee approval in accordance with requirements of this section, each participating Water Supplier will re-designate its Phase 4 Dyal Treatment Committee Member.

4.2.3 **Phase 4 Dyal Treatment Committee Organization**. The Phase 4 Dyal Treatment Committee shall have a chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Phase 4 Dyal Treatment Committee meetings and otherwise ensuring that Phase 4 Dyal Treatment Committee meetings comply with the open meeting requirements of section 286.011, Florida Statutes. Cocoa's Phase 4 Dyal Treatment Committee Member shall serve as the Phase 4 Dyal Treatment Committee chair, unless Cocoa voluntarily relinquishes its role as Phase 4 Dyal Treatment Committee chair or all of the other Phase 4 Dyal Treatment Committee Members agree by Consensus to appoint a new Phase 4 Dyal Treatment Committee chair, in which case the Phase 4 Dyal Treatment Committee chair shall be selected by a Straight Vote of the Phase 4 Dyal Treatment Committee. Any Phase 4 Dyal Treatment Committee Member selected as the Phase 4 Dyal Treatment Committee chair, other than Cocoa's Phase 4 Dyal Treatment Committee Member, will serve in that capacity until said Phase 4 Dyal Treatment Committee Member resigns or is removed by Straight Vote of the Phase 4 Dyal Treatment Committee. In the event of a vacancy, a Phase 4 Dyal Treatment Committee chair shall be selected by Straight Vote of the Phase 4 Dyal Treatment Committee at its next regular or special meeting.

If the Phase 4 Dyal Treatment Committee chair is not Cocoa's Phase 4 Dyal Treatment Committee Member, then at the Phase 4 Dyal Treatment Committee chair's request, the other Water Suppliers may reimburse the Water Supplier whose Phase 4 Dyal Treatment Committee Member is currently serving as Phase 4 Dyal Treatment Committee chair for any reasonable expenses incurred in carrying out the Phase 4 Dyal Treatment Committee chair's duties under this Agreement using some means the other Phase 4 Dyal Treatment Committee Members determine by Consensus.

4.2.4 **Phase 4 Dyal Treatment Committee Meetings**. The Phase 4 Dyal Treatment Committee shall hold meetings on a schedule and at a location determined by the Phase 4 Dyal Treatment Committee, as needed to facilitate the Phase 4 Dyal Treatment Committee's authorized decisions pursuant to Section 4.2.1, with an agenda the Phase 4 Dyal Treatment Committee chair will provide prior to each meeting. Special meetings of the Phase 4 Dyal Treatment Committee shall be called upon written notice from the Phase 4 Dyal Project Manager, or upon written notice from a Majority of Phase 4 Dyal Treatment Committee Members to the Phase 4 Dyal Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Phase 4 Dyal Treatment Committee meeting shall be provided in writing to all Phase 4 Dyal Treatment Committee Members at least seven (7) business days prior to a meeting, except in case of an emergency meeting. A Quorum shall be required for all Phase 4 Dyal Treatment Committee meetings. The Phase 4 Dyal Treatment Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Phase 4 Dyal Treatment Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or

successor provision. The Phase 4 Dyal Treatment Committee Chair shall be responsible for preparing meeting minutes.

4.2.5 **Phase 4 Dyal Treatment Committee Decision Making**. The Parties desire and intend to encourage the Phase 4 Dyal Treatment Committee Members to decide by Consensus as often as possible. In the event Consensus is not reached, as determined by a Straight Vote of a Majority of the Phase 4 Dyal Treatment Committee, Phase 4 Dyal Treatment Committee decisions will proceed as described below, unless otherwise specified in this Agreement:

4.2.5.1 The Phase 4 Dyal Treatment Committee will decide the issue by Weighted Vote.

4.2.5.2 If the Phase 4 Dyal Treatment Committee decides an issue by Weighted Vote, the Phase 4 Dyal Treatment Project Administrator has thirty (30) days after the Phase 4 Dyal Treatment Committee's Weighted Vote has occurred to notify the Phase 4 Dyal Treatment Committee in writing (which may include a written electronic communication) that the Phase 4 Dyal Treatment Project Administrator believes the Phase 4 Dyal Treatment Committee's decision has the potential to adversely impact the Phase 4 Dyal Treatment Project Administrator's Level of Service or would make it financially impossible or technically infeasible for the Phase 4 Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract. If the Phase 4 Dyal Treatment Project Administrator so notifies the Phase 4 Dyal Treatment Committee, the Phase 4 Dyal Treatment Project Administrator shall also describe in detail why or how the decision (a) potentially adversely impacts the Phase 4 Dyal Treatment Project Administrator's Level of Service, or (b) adversely impacts the Phase 4 Dyal Treatment Project Administrator's ability to comply

with the Wholesale Water Supply Contract. The Phase 4 Dyal Treatment Project Administrator's notice must, if possible, also describe how the Phase 4 Dyal Treatment Committee's decision could be modified to eliminate the potential impact to the Phase 4 Dyal Treatment Project Administrator. If the Phase 4 Dyal Treatment Project Administrator so notifies the Phase 4 Dyal Treatment Committee, then the Phase 4 Dyal Treatment Committee's decision is deemed stayed until the resolution of the matter as described herein is achieved, unless the Phase 4 Dyal Treatment Committee, including the Phase 4 Dyal Treatment Project Administrator's Phase 4 Dyal Treatment Committee Member, agree otherwise by Consensus. If the Phase 4 Dyal Treatment Project Administrator so notifies the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator's Phase 4 Dyal Treatment Committee Member is serving as the Phase 4 Dyal Treatment Committee chair, the Phase 4 Dyal Treatment Project Administrator's Phase 4 Dyal Treatment Committee Member will temporarily relinquish its role as Phase 4 Dyal Treatment Committee chair and the remaining Phase 4 Dyal Treatment Committee Members will select a temporary Phase 4 Dyal Treatment Committee chair by Straight Vote to preside over the matter described herein. The Phase 4 Dyal Treatment Project Administrator will resume serving as Phase 4 Dyal Treatment Committee chair upon the date of final resolution of the matter using the process specified herein.

4.2.5.3 For the purposes of Sections 4.2.5.3 through 4.2.5.11, all references to Phase 4 Dyal Treatment Committee shall mean the Phase 4 Dyal Treatment Committee Members except the Phase 4

Dyal Treatment Project Administrator's Phase 4 Dyal Treatment Committee Member. If the Phase 4 Dyal Treatment Project Administrator notifies the Phase 4 Dyal Treatment Committee as provided in Section 4.2.5.2, then the Phase 4 Dyal Treatment Committee has thirty (30) days from receipt of the Phase 4 Dyal Treatment Project Administrator's notice to provide an initial written response to the issue raised by the Phase 4 Dyal Treatment Project Administrator. If the Phase 4 Dyal Treatment Committee fails to provide an initial written response to the Phase 4 Dyal Treatment Project Administrator within (30) days, or within thirty (30) days provides a written response to the Phase 4 Dyal Treatment Project Administrator that the Phase 4 Dyal Treatment Committee will not revise, modify or rescind its decision, then the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee will proceed with the selection of a Reviewing Engineer as provided for in Section 4.2.5.5 below.

4.2.5.4 If as part of its initial written response or subsequent to the initial written response, the Phase 4 Dyal Treatment Committee provides a plan or approach for addressing the issue raised by the Phase 4 Dyal Treatment Project Administrator pursuant to Section 4.2.5.2 above, then the Phase 4 Dyal Treatment Project Administrator shall notify the Phase 4 Dyal Treatment Committee in writing within thirty (30) days of receiving the Phase 4 Dyal Treatment Committee's plan or approach that either the Phase 4 Dyal Treatment Committee has addressed the issue raised by the Phase 4 Dyal Treatment Project Administrator, or that the Phase 4 Dyal Treatment Project Administrator selects to have the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal

Treatment Committee proceed with the selection of a Reviewing Engineer as provided for in Section 4.2.5.5 below. If the Phase 4 Dyal Treatment Project Administrator fails to respond to the Phase 4 Dyal Treatment Committee within this (30) day period, the Phase 4 Dyal Treatment Project Administrator is deemed to have accepted the Phase 4 Dyal Treatment Committee-provided plan or approach for addressing the issue raised by the Phase 4 Dyal Treatment Project Administrator.

4.2.5.5 The Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee will each select an engineer. These two engineers will select a third engineer as a Reviewing Engineer to provide an independent engineering analysis of the issue to the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee. The Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator have sixty (60) days to select their engineers and for those engineers to select the Reviewing Engineer. The Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator will each bear the cost of their own engineer. The Phase 4 Dyal Treatment Committee chair will contract with the Phase 4 Dyal Treatment Committee's engineer and the remaining Phase 4 Dyal Treatment Committee Members will reimburse the Phase 4 Dyal Treatment Committee chair on an equal basis for the costs of the Phase 4 Dyal Treatment Committee chair within sixty (60) days of receiving an invoice from the Phase 4 Dyal Treatment Committee chair for the same. The Phase 4 Dyal Treatment Project Administrator will contract with the Phase 4 Dyal Treatment Project Administrator's engineer. Within sixty (60) days of designation of the Reviewing

Engineer, the Phase 4 Dyal Treatment Committee chair and/or the Phase 4 Dyal Treatment Project Administrator shall contract with the Reviewing Engineer and each side will pay fifty (50%) percent of the cost of the Reviewing Engineer. The Phase 4 Dyal Treatment Committee Members will pay for the Phase 4 Dyal Treatment Committee's fifty (50%) percent cost of the Reviewing Engineer on an equal basis and will reimburse the Phase 4 Dyal Treatment Committee chair for payments to the Reviewing Engineer within sixty (60) days of the receipt of an invoice for the same.

4.2.5.6 The Reviewing Engineer shall propose a schedule to be approved by the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee to review the Phase 4 Dyal Treatment Committee's and the Phase 4 Dyal Treatment Project Administrator's respective positions and render a report on the same. The contract with the Reviewing Engineer must specify the approved schedule. The contract with the Reviewing Engineer must also specify that the Reviewing Engineer provide a deadline for the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator to each submit a written report of their respective positions and that the Reviewing Engineer shall schedule a meeting at which the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator can attend and present (orally, in writing, or both) their respective positions to the Reviewing Engineer. The Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator must copy each other on any written communications to the Reviewing Engineer. Once the Reviewing Engineer begins the evaluation, the Reviewing Engineer can only

ask questions regarding the issue or related issues to the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee in writing, copying both the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee. The Phase 4 Dyal Treatment Project Administrator and the Phase 4 Dyal Treatment Committee can only respond to questions from the Reviewing Engineer in writing, with copies provided to the other party.

4.2.5.7 After considering the positions and information provided by the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator, the Reviewing Engineer must prepare and submit a final written report to the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator indicating whether the Phase 4 Dyal Treatment Committee's decision has the potential to either adversely impact the Phase 4 Dyal Treatment Project Administrator's Level of Service and the manner in which and likelihood such potential adverse impact would occur; or whether the Phase 4 Dyal Treatment Committee's decision would make it financially impossible or technically infeasible for the Phase 4 Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, depending upon the issue raised by the Phase 4 Dyal Treatment Project Administrator's notice. If the Reviewing Engineer determines that an adverse impact or financial impossibility or technical infeasibility will occur, the Reviewing Engineer's final written report must also identify changes to the Phase 4 Dyal Treatment Committee's decision which would address the potential adverse impact to the Phase 4 Dyal Treatment Project

Administrator. Finally, the Reviewing Engineer's final written report must indicate the estimated additional cost, if any, the Phase 4 Dyal Treatment Project Administrator would incur to address the potential adverse impact.

4.2.5.8 If the Reviewing Engineer's final written report indicates the Phase 4 Dyal Treatment Committee's decision does not either adversely impact the Phase 4 Dyal Treatment Project Administrator's Level of Service or make it financially impossible or technically infeasible for the Phase 4 Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, then the stay on the Phase 4 Dyal Treatment Committee's decision is deemed lifted and the Phase 4 Dyal Treatment Committee's decision shall go into effect. If the Reviewing Engineer's final written report indicates that the Phase 4 Dyal Treatment Committee's decision will adversely impact either the Phase 4 Dyal Treatment Project Administrator's Level of Service or would make it financially impossible or technically infeasible for the Phase 4 Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, then the Phase 4 Dyal Treatment Committee shall decide to either: (a) modify or rescind its decision in the manner described in the Reviewing Engineer's final report to address the adverse impact, or (b) compensate the Phase 4 Dyal Treatment Project Administrator for the commercially reasonable additional cost, if any, to address the potential impact to the Phase 4 Dyal Treatment Project Administrator's Level of Service or to make it financially possible or technically feasible for the Phase 4 Dyal Treatment Project Administrator to provide water under the price and terms of the

Wholesale Water Supply Contract, not to exceed the Reviewing Engineer's estimated cost. If the Phase 4 Dyal Treatment Committee elects to compensate the Phase 4 Dyal Treatment Project Administrator, the Committee shall determine the method of compensation, and such compensation will be paid consistent with the terms of the Wholesale Supply Water Contract.

4.2.5.9 By agreement, the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator may decide to jointly meet with the Reviewing Engineer after receipt of the Reviewing Engineer's final report to discuss the report. However, regardless of the discussion occurring at such a meeting, or other documents or information presented at the meeting, the Reviewing Engineer's final report shall reflect the final and complete position of the Reviewing Engineer for the purposes of this Agreement, unless the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator otherwise agree in writing to vary from the Reviewing Engineer's recommendations, in whole or part.

4.2.5.10 By Consensus, the Phase 4 Dyal Treatment Committee and the Phase 4 Dyal Treatment Project Administrator may modify any of the timeframes specified in this Section 4.2.5.

4.2.5.11 If during the thirty (30) day period specified in Section 4.2.5.2, the Phase 4 Dyal Treatment Project Administrator does not provide written notice to the Phase 4 Dyal Treatment Committee of a potential adverse impact pursuant to Section 4.2.5.2, the Phase 4 Dyal Treatment Project Administrator shall be deemed to have admitted that the decision voted on by the Phase 4 Dyal Treatment Committee at the meeting does not have the potential

to adversely impact the Phase 4 Dyal Treatment Project Administrator's Level of Service and does not make it financially impossible or technically infeasible for the Phase 4 Dyal Treatment Project Administrator to comply with the Wholesale Supply Water Contract. The Phase 4 Dyal Treatment Project Administrator may not subsequently seek review under Section 4.2.5.2 of a decision of the Phase 4 Dyal Treatment Committee on the same subject matter unless the Phase 4 Dyal Treatment Committee subsequently seeks to modify its original decision, and the modification is either (a) a Substantial Deviation or (b) will result in new and materially different adverse impacts to the Phase 4 Dyal Treatment Project Administrator's Level of Service or financial performance under the Wholesale Water Supply Contract beyond those approved by the Phase 4 Dyal Treatment Committee's original decision.

4.3 **The Phase 4 Non-Dyal Treatment Committee(s) Working Relationship with the Phase 4 Non-Dyal Treatment Project Administrator(s)**. The Parties recognize there may be more than one Phase 4 Non-Dyal Treatment System. Each Phase 4 Non-Dyal Treatment System shall have its own Phase 4 Non-Dyal Treatment Committee and its own Phase 4 Non-Dyal Treatment Project Administrator. Governance of a Phase 4 Non-Dyal Treatment System portion of the TCR/SJR Project shall be shared between its Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee in accordance with the scope of responsibilities which have been assigned to the Phase 4 Non-Dyal Treatment Project Administrator(s) and the Phase 4 Non-Dyal Treatment Committee(s). Specifically, the Phase 4 Non-Dyal Treatment Project Administrator(s) will implement the Phase 4 Non-Dyal Treatment System(s). The Phase 4 Non-Dyal Treatment Committee(s) will only make the decisions that are expressly set forth in Section 4.3.1. All other decisions regarding the Phase 4 Non-

Dyal Treatment System portion of the TCR/SJR Project not expressly assigned to the Phase 4 Non-Dyal Treatment Committee(s) shall be made by the Phase 4 Non-Dyal Treatment Project Administrator(s), except as otherwise specified in this Agreement. The Phase 4 Non-Dyal Treatment Project Administrator(s) will be the sole operator(s) of the Phase 4 Non-Dyal Treatment System(s). The purchase and delivery of Finished Water from a Phase 4 Non-Dyal Treatment Project Administrator by the Water Suppliers will be governed by the Wholesale Water Supply Contract. The Water Suppliers that are members of a Phase 4 Non-Dyal Treatment Committee may by Consensus recorded in a letter agreement expand the responsibilities of a Phase 4 Non-Dyal Treatment Committee beyond those set forth in Section 4.3.1 below provided the scope and duration of the expanded responsibilities do not conflict with this Agreement.

4.3.1 **Phase 4 Non-Dyal Treatment Committee(s) Responsibilities**. A Phase 4 Non-Dyal Treatment Committee's role under this Agreement in governing a Phase 4 Non-Dyal Treatment System portion of the TCR/SJR Project is limited to the following decisions, which this Agreement describes in greater detail elsewhere. This Section is not intended to limit a Phase 4 Dyal Treatment Committee's authority to make decisions granted under other agreements:

4.3.1.1 Determination of whether to change the timeframes or phasing of a Phase 4 Non-Dyal Treatment System portion of the TCR/SJR Project as provided in Section 6.1.

4.3.1.2 Approval of meeting minutes.

4.3.1.3 Approval of scopes of work and related budgets, and amendments thereto for consultant(s) selected to provide services, where such services are called for in Section 6.

4.3.1.4 Participation in the development of the TCR/SJR Project PDR(s) for the Phase 4 Non-Dyal Treatment System(s) including review and comment on draft documents and information in support of

the development of the TCR/SJR Project PDR(s) for the Phase 4 Non-Dyal Treatment System(s).

4.3.1.5 Approval of the TCR/SJR Project PDR(s) for the Phase 4 Non-Dyal Treatment System(s), and Design Budget(s) for the Phase 4 Non-Dyal Treatment System(s), as specified in Section 6.11.

4.3.1.6 Approval of the final design for all or a portion of the Phase 4 Non-Dyal Treatment System(s) and any Substantial Deviation from the applicable TCR/SJR Project PDR(s) for the Phase 4 Non-Dyal Treatment System(s).

4.3.1.7 Approval of any Bidding Budget for all or a portion of a Phase 4 Non-Dyal Treatment System's portion of the TCR/SJR Project.

4.3.1.8 If the bids exceed any Bidding Budget for a Phase 4 Non-Dyal Treatment System, determination of whether to approve or reject the bids to construct all or a portion of a Phase 4 Non-Dyal Treatment System. If the vote is to reject the bid(s), then the Phase 4 Non-Dyal Treatment Committee will decide whether to modify and/or rebid the construction project(s).

4.3.1.9 Approval of any Construction Budget for all or a portion of a Phase 4 Non-Dyal Treatment System.

4.3.1.10 If construction costs exceed or are expected to exceed a Construction Budget for all or a portion of a Phase 4 Non-Dyal Treatment System, approval of a revised Construction Budget.

4.3.1.11 Approval of any Substantial Deviations from a Phase 4 Non-Dyal Treatment Committee-approved final design during construction of all or a portion of a Phase 4 Non-Dyal Treatment System.

4.3.1.12 During Phase 4 of the TCR/SJR Project, deciding where and how to build a Phase 4 Non-Dyal Treatment System.

4.3.1.13 During Phase 4, determining whether to proceed with directing the Phase 4 Non-Dyal Treatment Project Administrator(s) to

obtain necessary real property interests, if any, for the Phase 4 Non-Dyal Treatment System.

4.3.1.14 Approval of the use of alternative project delivery mechanisms, as specified in Section 6.11, for design and construction of a Phase 4 Non-Dyal Treatment System portion of the TCR/SJR Project.

4.3.1.15 Approval of decisions or actions necessary to implement any section of this Agreement related to a Phase 4 Non-Dyal Treatment System, except as otherwise provided for in this Agreement.

4.3.2 **Phase 4 Non-Dyal Treatment Committee(s) Membership**. At least thirty (30) days prior to an initial decision requiring a Phase 4 Non-Dyal Treatment Committee's approval, each participating Water Supplier must provide to every other participating Water Supplier, in writing, the name, address, phone number, fax number, email address, and any other electronic communication address of the Water Supplier's Phase 4 Non-Dyal Treatment Committee Member. Any participating Water Supplier may change its Phase 4 Non-Dyal Treatment Committee Member any time immediately upon written notice to all the other participating Water Suppliers. Additionally, the participating Water Suppliers by Consensus may disband a Phase 4 Non-Dyal Treatment Committee during the interim between decisions requiring a Phase 4 Non-Dyal Treatment Committee's approval. If a Committee is disbanded, the Phase 4 Non-Dyal Treatment Committee Members will no longer have any responsibilities as a member of that Phase 4 Non-Dyal Treatment Committee. In addition, prior to the next decision requiring a Phase 4 Non-Dyal Treatment Committee's approval in accordance with requirements of this Section, each participating Water Supplier will re-designate its Phase 4 Non-Dyal Treatment Committee Member.

4.3.3 **Phase 4 Non-Dyal Treatment Committee(s) Organization**. A Phase 4 Non-Dyal Treatment Committee shall have a chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at a Phase 4 Non-Dyal Treatment Committee's meetings and otherwise ensuring that a Phase 4 Non-Dyal Treatment Committee's meetings comply with the open meeting requirements of section 286.011, Florida Statutes. A Phase 4 Non-Dyal Treatment Committee's chair shall be the Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member, unless its Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member relinquishes its role as Phase 4 Non-Dyal Treatment Committee chair or all of the other Phase 4 Non-Dyal Treatment Committee Members agree by Consensus to appoint a new Phase 4 Non-Dyal Treatment Committee chair, in which case the Phase 4 Non-Dyal Treatment Committee chair shall be selected by a Straight Vote of the Phase 4 Non-Dyal Treatment Committee. Any Phase 4 Non-Dyal Treatment Committee Member selected as a Phase 4 Non-Dyal Treatment Committee chair, other than the Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member, will serve in that capacity until said Phase 4 Non-Dyal Treatment Committee Member resigns or is removed by Straight Vote of that Phase 4 Non-Dyal Treatment Committee. In the event of a vacancy, a Phase 4 Non-Dyal Treatment Committee chair shall be selected by Straight Vote of that Phase 4 Non-Dyal Treatment Committee at its next regular or special meeting. If a Phase 4 Non-Dyal Treatment Committee chair is not the Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member, then at the Phase 4 Non-Dyal Treatment Committee chair's request, the other Water Suppliers may reimburse the Water Supplier whose Phase 4 Non-Dyal Treatment Committee Member is

currently serving as a Phase 4 Non-Dyal Treatment Committee chair for any reasonable expenses incurred in carrying out a Phase 4 Non-Dyal Treatment Committee chair's duties under this Agreement using some means the other participating Phase 4 Non-Dyal Treatment Committee Members determine by Consensus.

4.3.4 **Phase 4 Non-Dyal Treatment Committee(s) Meetings**. A Phase 4 Non-Dyal Treatment Committee shall hold meetings on a schedule and at a location determined by that Phase 4 Non-Dyal Treatment Committee, as needed to facilitate a Phase 4 Non-Dyal Treatment Committee's authorized decisions pursuant to Section 4.3.1, with an agenda that Phase 4 Non-Dyal Treatment Committee's chair will provide prior to each meeting. Special meetings of a Phase 4 Non-Dyal Treatment Committee shall be called upon written notice from a Phase 4 Non-Dyal Project Manager, or upon written notice from a Majority of Phase 4 Non-Dyal Treatment Committee Members to the Phase 4 Non-Dyal Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Phase 4 Non-Dyal Treatment Committee meeting shall be provided in writing to all Phase 4 Non-Dyal Treatment Committee Members at least seven (7) business days prior to a meeting, except in case of an emergency meeting. A Quorum shall be required for all Phase 4 Non-Dyal Treatment Committee meetings. Phase 4 Non-Dyal Treatment Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication a Phase 4 Non-Dyal Treatment Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. A Phase 4 Non-Dyal Treatment Committee's Chair shall be responsible for preparing meeting minutes.

4.3.5 **Phase 4 Non-Dyal Treatment Committee(s) Decision Making**. The Parties desire and intend to encourage Phase 4 Non-Dyal Treatment Committee Members to decide by Consensus as often as possible. In the event Consensus is not reached, as determined by a Straight Vote of a Majority of a Phase 4 Non-Dyal Treatment Committee, a Phase 4 Non-Dyal Treatment Committee's decisions will proceed as described below, unless otherwise specified in this Agreement:

4.3.5.1 That Phase 4 Non-Dyal Treatment Committee will decide the issue by Weighted Vote.

4.3.5.2 If a Phase 4 Non-Dyal Treatment Committee decides an issue by Weighted Vote, the Phase 4 Non-Dyal Treatment Project Administrator has thirty (30) days after that Phase 4 Non-Dyal Treatment Committee's Weighted Vote has occurred to notify that Phase 4 Non-Dyal Treatment Committee in writing (which may include a written electronic communication) that the Phase 4 Non-Dyal Treatment Project Administrator believes that Phase 4 Non-Dyal Treatment Committee's decision has the potential to adversely impact the Phase 4 Non-Dyal Treatment Project Administrator's Level of Service or would make it financially impossible or technically infeasible for the Phase 4 Non-Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract. If a Phase 4 Non-Dyal Treatment Project Administrator so notifies a Phase 4 Non-Dyal Treatment Committee, the Phase 4 Non-Dyal Treatment Project Administrator shall also describe in detail why or how the decision (a) potentially adversely impacts the Phase 4 Non-Dyal Treatment Project Administrator's Level of Service, or (b) adversely impacts the Phase 4 Non-Dyal Treatment Project Administrator's ability to comply with the Wholesale Water

Supply Contract. A Phase 4 Non-Dyal Treatment Project Administrator's notice must, if possible, also describe how that Phase 4 Non-Dyal Treatment Committee's decision could be modified to eliminate the potential impact to the Phase 4 Non-Dyal Treatment Project Administrator. If a Phase 4 Non-Dyal Treatment Project Administrator so notifies a Phase 4 Non-Dyal Treatment Committee, then that Phase 4 Non-Dyal Treatment Committee's decision is deemed stayed until the resolution of the matter as described herein is achieved, unless that Phase 4 Non-Dyal Treatment Committee, including the Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member, agree otherwise by Consensus. If a Phase 4 Non-Dyal Treatment Project Administrator so notifies a Phase 4 Non-Dyal Treatment Committee and the Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member is serving as the Phase 4 Non-Dyal Treatment Committee chair, that Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member will temporarily relinquish its role as Phase 4 Non-Dyal Treatment Committee chair and the remaining Phase 4 Non-Dyal Treatment Committee Members will select a temporary Phase 4 Non-Dyal Treatment Committee chair by Straight Vote to preside over the matter described herein. That Phase 4 Non-Dyal Treatment Project Administrator will resume serving as a Phase 4 Non-Dyal Treatment Committee chair upon the date of final resolution of the matter using the process specified herein.

4.3.5.3 For the purposes of Sections 4.3.5.3 through 4.3.5.11, all references to Phase 4 Non-Dyal Treatment Committee shall mean a Phase 4 Non-Dyal Treatment Committee's Members except that

Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Committee Member. If a Phase 4 Non-Dyal Treatment Project Administrator notifies a Phase 4 Non-Dyal Treatment Committee as provided in Section 4.3.5.2, then that Phase 4 Non-Dyal Treatment Committee has thirty (30) days from receipt of the Phase 4 Non-Dyal Treatment Project Administrator's notice to provide an initial written response to the issue raised by that Phase 4 Non-Dyal Treatment Project Administrator. If that Phase 4 Non-Dyal Treatment Committee fails to provide an initial written response to the Phase 4 Non-Dyal Treatment Project Administrator within (30) days, or within thirty (30) days provides a written response to the Phase 4 Non-Dyal Treatment Project Administrator that the Phase 4 Non-Dyal Treatment Committee will not revise, modify or rescind its decision, then that Phase 4 Non-Dyal Treatment Project Administrator and that Phase 4 Non-Dyal Treatment Committee will proceed with the selection of a Reviewing Engineer as provided for in Section 4.3.5.5 below.

4.3.5.4 If as part of its initial written response or subsequent to the initial written response, a Phase 4 Non-Dyal Treatment Committee provides a plan or approach for addressing the issue raised by a Phase 4 Non-Dyal Treatment Project Administrator pursuant to Section 4.3.5.2 above, then that Phase 4 Non-Dyal Treatment Project Administrator shall notify its Phase 4 Non-Dyal Treatment Committee in writing within thirty (30) days of receiving the Phase 4 Non-Dyal Treatment Committee's plan or approach that either the Phase 4 Non-Dyal Treatment Committee has addressed the issue raised by that Phase 4 Non-Dyal Treatment Project Administrator, or that the Phase 4 Non-Dyal Treatment Project Administrator selects to have the Phase 4 Non-Dyal Treatment

Project Administrator and the Phase 4 Non-Dyal Treatment Committee proceed with the selection of a Reviewing Engineer as provided for in Section 4.3.5.5 below. If a Phase 4 Non-Dyal Treatment Project Administrator fails to respond to its Phase 4 Non-Dyal Treatment Committee within this (30) day period, that Phase 4 Non-Dyal Treatment Project Administrator is deemed to have accepted its Phase 4 Non-Dyal Treatment Committee-provided plan or approach for addressing the issue raised by that Phase 4 Non-Dyal Treatment Project Administrator.

4.3.5.5 A Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee will each select an engineer. These two engineers will select a third engineer as a Reviewing Engineer to provide an independent engineering analysis of the issue to that Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee. That Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator have sixty (60) days to select their engineers and for those engineers to select the Reviewing Engineer. That Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator will each bear the cost of their own engineer. That Phase 4 Non-Dyal Treatment Committee chair will contract with the Phase 4 Non-Dyal Treatment Committee's engineer and the remaining Phase 4 Non-Dyal Treatment Committee Members will reimburse that Phase 4 Non-Dyal Treatment Committee chair on an equal basis for the costs of the Phase 4 Non-Dyal Treatment Committee chair within sixty (60) days of receiving an invoice from that Phase 4 Non-Dyal Treatment Committee chair for the same. A Phase 4 Non-Dyal Treatment Project Administrator will contract with the its

engineer. Within sixty (60) days of designation of the Reviewing Engineer, a Phase 4 Non-Dyal Treatment Committee chair and/or its Phase 4 Non-Dyal Treatment Project Administrator shall contract with the Reviewing Engineer and each side will pay fifty (50%) percent of the cost of the Reviewing Engineer. The Phase 4 Non-Dyal Treatment Committee Members will pay for the Phase 4 Non-Dyal Treatment Committee's fifty (50%) percent cost of the Reviewing Engineer on an equal basis and will reimburse the Phase 4 Non-Dyal Treatment Committee chair for payments to the Reviewing Engineer within sixty (60) days of the receipt of an invoice for the same.

4.3.5.6 The Reviewing Engineer shall propose a schedule to be approved by a Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee to review the Phase 4 Non-Dyal Treatment Committee's and the Phase 4 Non-Dyal Treatment Project Administrator's respective positions and render a report on the same. The contract with the Reviewing Engineer must specify the approved schedule. The contract with the Reviewing Engineer must also specify that the Reviewing Engineer provide a deadline for a Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator to each submit a written report of their respective positions and that the Reviewing Engineer shall schedule a meeting at which that Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator can attend and present (orally, in writing, or both) their respective positions to the Reviewing Engineer. A Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator must copy each other on any written

communications to the Reviewing Engineer. Once the Reviewing Engineer begins the evaluation, the Reviewing Engineer can only ask questions regarding the issue or related issues to a Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee in writing, copying both the Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee. A Phase 4 Non-Dyal Treatment Project Administrator and its Phase 4 Non-Dyal Treatment Committee can only respond to questions from the Reviewing Engineer in writing, with copies provided to the other party.

4.3.5.7 After considering the positions and information provided by a Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator, the Reviewing Engineer must prepare and submit a final written report to the Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator indicating whether a Phase 4 Non-Dyal Treatment Committee's decision has the potential to either adversely impact its Phase 4 Non-Dyal Treatment Project Administrator's Level of Service and the manner in which and likelihood such potential adverse impact would occur; or whether a Phase 4 Non-Dyal Treatment Committee's decision would make it financially impossible or technically infeasible for its Phase 4 Non-Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, depending upon the issue raised by its Phase 4 Non-Dyal Treatment Project Administrator's notice. If the Reviewing Engineer determines that an adverse impact or financial impossibility or technical infeasibility will occur, the Reviewing Engineer's final written report must also identify changes to that Phase 4 Non-Dyal

Treatment Committee's decision which would address the potential adverse impact to its Phase 4 Non-Dyal Treatment Project Administrator. Finally, the Reviewing Engineer's final written report must indicate the estimated additional cost, if any, the Phase 4 Non-Dyal Treatment Project Administrator would incur to address the potential adverse impact.

4.3.5.8 If the Reviewing Engineer's final written report indicates that a Phase 4 Non-Dyal Treatment Committee's decision does not either adversely impact its Phase 4 Non-Dyal Treatment Project Administrator's Level of Service or make it financially impossible or technically infeasible for its Phase 4 Non-Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, then the stay on that Phase 4 Non-Dyal Treatment Committee's decision is deemed lifted and that Phase 4 Non-Dyal Treatment Committee's decision shall go into effect. If the Reviewing Engineer's final written report indicates that a Phase 4 Non-Dyal Treatment Committee's decision will adversely impact either its Phase 4 Non-Dyal Treatment Project Administrator's Level of Service or would make it financially impossible or technically infeasible for its Phase 4 Non-Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, then that Phase 4 Non-Dyal Treatment Committee shall decide to either: (a) modify or rescind its decision in the manner described in the Reviewing Engineer's final report to address the adverse impact, or (b) compensate its Phase 4 Non-Dyal Treatment Project Administrator for the commercially reasonable additional cost, if any, to address the potential impact to its Phase 4 Non-Dyal Treatment Project Administrator's Level of Service or to make it

financially possible or technically feasible for its Phase 4 Non-Dyal Treatment Project Administrator to provide water under the price and terms of the Wholesale Water Supply Contract, not to exceed the Reviewing Engineer's estimated cost. If that Phase 4 Non-Dyal Treatment Committee elects to compensate its Phase 4 Non-Dyal Treatment Project Administrator, the Phase 4 Non-Dyal Treatment Committee shall determine the method of compensation, and such compensation will be paid consistent with the terms of the Wholesale Supply Water Contract.

4.3.5.9 By agreement, a Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator may decide to jointly meet with the Reviewing Engineer after receipt of the Reviewing Engineer's final report to discuss the report. However, regardless of the discussion occurring at such a meeting, or other documents or information presented at the meeting, the Reviewing Engineer's final report shall reflect the final and complete position of the Reviewing Engineer for the purposes of this Agreement, unless that Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator otherwise agree in writing to vary from the Reviewing Engineer's recommendations, in whole or part.

4.3.5.10 By Consensus, a Phase 4 Non-Dyal Treatment Committee and its Phase 4 Non-Dyal Treatment Project Administrator may modify any of the timeframes specified in this Section 4.3.5.

4.3.5.11 If during the thirty (30) day period specified in Section 4.3.5.2, a Phase 4 Non-Dyal Treatment Project Administrator does not provide written notice to its Phase 4 Non-Dyal Treatment Committee of a potential adverse impact pursuant to Section 4.3.5.2, that Phase 4 Non-Dyal Treatment Project Administrator

shall be deemed to have admitted that the decision voted on by its Phase 4 Non-Dyal Treatment Committee at the meeting does not have the potential to adversely impact that Phase 4 Non-Dyal Treatment Project Administrator's Level of Service and does not make it financially impossible or technically infeasible for that Phase 4 Non-Dyal Treatment Project Administrator to comply with the Wholesale Supply Water Contract. That Phase 4 Non-Dyal Treatment Project Administrator may not subsequently seek review under Section 4.3.5.2 of a decision of its Phase 4 Non-Dyal Treatment Committee on the same subject matter unless that Phase 4 Non-Dyal Treatment Committee subsequently seeks to modify its original decision, and the modification is either (a) a Substantial Deviation or (b) will result in new and materially different adverse impacts to its Phase 4 Non-Dyal Treatment Project Administrator's Level of Service or financial performance under the Wholesale Water Supply Contract beyond those approved by that Phase 4 Non-Dyal Treatment Committee's original decision.

4.4 **The Conflict Committee**. During Phase 4, in the event a conflict arises between two or more TCR/SJR Committees regarding the implementation of the Raw Water System, Phase 4 Dyal Treatment System, or Phase 4 Non-Dyal Treatment System that cannot be resolved by the respective project administrators of the TCR/SJR Committees, then a TCR/SJR Committee may send written notice to the other TCR/SJR Committee(s), with which it has a conflict, describing in detail the nature of the conflict and a proposed resolution to the conflict. The Water Suppliers that are members of those TCR/SJR Committees will come together and form a Conflict Committee pursuant to this Section to resolve the conflict. The parties anticipate the possibility that there may be one or more different Conflict Committees depending on which respective TCR/SJR Committees have a conflict.

4.4.1 **Conflict Committee Membership**. Each Water Supplier that is a member of a particular Conflict Committee must provide to every other participating Water Supplier, in writing, the name, address, phone number, fax number, email address, and any other electronic communication address of the Water Supplier's Conflict Committee Member. Any participating Water Supplier may change its Conflict Committee Member any time immediately upon written notice to all the other participating Water Suppliers. Upon resolution of a conflict, the Conflict Committee will disband. If a Conflict Committee is disbanded, the Conflict Committee Members will no longer have any responsibilities as a member of that Conflict Committee. In addition, prior to the next decision requiring a Conflict Committee's approval in accordance with requirements of this Section, each participating Water Supplier will re-designate its Conflict Committee Member.

4.4.2 **Conflict Committee Organization**. Each Conflict Committee shall have a chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at a Conflict Committee's meetings and otherwise ensuring that a Conflict Committee's meetings comply with the open meeting requirements of section 286.011, Florida Statutes. A Conflict Committee shall first attempt to select a Water Supplier that is not a member of the Conflict Committee to serve as Conflict Committee chair. The Conflict Committee shall not select a Conflict Committee Member to serve as Conflict Committee chair unless it is unable to successfully select a Water Supplier that is not a member of the Conflict Committee to serve as the Conflict Committee chair. A Conflict Committee's chair shall be selected by a Straight Vote of the Conflict Committee. Any Conflict Committee chair will serve in that capacity until said Conflict Committee chair resigns or is removed by Straight Vote of that Conflict Committee. In the event of a vacancy, a Conflict Committee chair

shall be selected by Straight Vote of that Conflict Committee at its next regular or special meeting. Upon a Conflict Committee chair's request, the other participating Water Suppliers may reimburse the Water Supplier currently serving as a Conflict Committee chair for any reasonable expenses incurred in carrying out a Conflict Committee chair's duties under this Agreement using some means the other participating Conflict Committee Members determine by Consensus.

4.4.3 **Conflict Committee Meetings**. A Conflict Committee shall hold meetings on a schedule and at a location determined by that Conflict Committee, as needed to facilitate a Conflict Committee's resolution of its conflict, with an agenda that the Conflict Committee's chair will provide prior to each meeting. Special meetings of a Conflict Committee shall be called upon written notice from a Conflict Committee chair, or upon written notice from a Majority of Conflict Committee Members to the Conflict Committee chair requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Conflict Committee meeting shall be provided in writing to all Conflict Committee Members at least seven (7) business days prior to a meeting, except in case of an emergency meeting. A Quorum shall be required for all Conflict Committee meetings. Conflict Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication a Conflict Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. A Conflict Committee's chair shall be responsible for preparing meeting minutes.

4.4.4 **Conflict Committee Decision Making**. The Parties desire and intend to encourage Conflict Committee Members to decide by Consensus as often as possible to reach a decision that resolves the conflict by accommodating the systems in conflict. In the event Consensus is not reached, as

determined by a Straight Vote of a Majority of a Conflict Committee, a Conflict Committee's decisions will proceed as described below, unless otherwise specified in this Agreement:

4.4.4.1 That Conflict Committee will decide the issue by Weighted Vote provided that the decision accommodates the systems in conflict.

5. PROJECT ADMINISTRATION FOR THE PUBLIC WATER SUPPLY PORTION OF THE TCR/SJR PROJECT.

5.1 **TCR/SJR Project Administrators.** During Phases 1, 2 and 3 of the TCR/SJR Project and the Raw Water System portion of Phase 4 of the TCR/SJR Project, Cocoa shall serve as Project Administrator and have the overall administrative responsibility for implementing the terms of this Agreement. During Phase 4 of the TCR/SJR Project, if a Phase 4 Dyal Treatment System is implemented, Cocoa shall serve as the Phase 4 Dyal Treatment Project Administrator. During Phase 4 of the TCR/SJR Project, if a Phase 4 Non-Dyal Treatment System is implemented, then the Phase 4 Non-Dyal Treatment Committee shall choose the Phase 4 Non-Dyal Treatment Project Administrator.

5.2 **Performance Standards for Project Administration**. The following performance standards shall apply to the TCR/SJR Project Administrators, when implementing the public water supply portion of the TCR/SJR Project:

5.2.1 Prepare and publish meeting notices.

5.2.2 Prepare and distribute meeting agendas and draft meeting minutes to their respective TCR/SJR Committee Members.

5.2.3 Provide to their respective TCR/SJR Project Representatives monthly reports, unless another reporting period is agreed to by the Consensus of the respective TCR/SJR Committee on the status of the implementation of the public water supply portion of the TCR/SJR Project. The level of detail required in these reports shall be determined by the respective TCR/SJR Committee by Consensus.

5.2.4 Defend any challenge or protest filed with regards to procurement decisions made pursuant to this Agreement; including the retention of outside counsel to defend the action.

5.2.5 Procure, prepare and execute contract(s) with technical consultant(s) selected pursuant to this Agreement.

5.2.6 Manage the activities of the technical consultant(s) or other professional(s) to assure that the Agreement requirements are met.

5.2.7 Manage the review of interim and final deliverables.

5.2.8 Coordinate regularly with their respective TCR/SJR Project Representatives.

5.2.9 Initiate and process funding requests to their respective TCR/SJR Project Representatives for implementation of the TCR/SJR Project.

5.2.10 Coordinate annually with the Water Suppliers regarding their future projected need for water from the TCR/SJR Project over a ten year horizon, and compile the data and distribute the results to the Water Suppliers.

5.2.11 Receive and account for funds received from the Water Suppliers.

5.2.12 Apply for, receive and account for grant funds received from federal, state, regional or local sources.

5.2.13 Process and pay invoices from consultants, other professionals and contractors.

5.2.14 To the extent not expressly provided for in the TCR/SJR Water Supply Project Permitting Agreement or the TCR/SJR Transmission Line Agreement, acquire and maintain all Environmental Permits necessary to construct and operate all components of the TCR/SJR Project under this Agreement.

5.2.15 To the extent not expressly provided for in the TCR/SJR Water Supply Project Permitting Agreement or the TCR/SJR Transmission Line Agreement, submit or modify applications for Environmental Permits upon the Consensus approval of their respective TCR/SJR Committee, respond

to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize the Environmental Permit applications and obtain the Environmental Permits, negotiate the terms of any permit or permit conditions with the regulatory agencies, and accept any Environmental Permits upon the Consensus approval of their respective TCR/SJR Committee. The TCR/SJR Project Administrator shall have the authority pursuant to this Section to submit applications on behalf of the other Water Suppliers and bind the other Water Suppliers to Environmental Permit information and Environmental Permit requirements.

5.2.16 To the extent not expressly provided for in the TCR/SJR Water Supply Project Permitting Agreement or the TCR/SJR Transmission Line Agreement, communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the TCR/SJR Project. The TCR/SJR Project Managers shall give their respective TCR/SJR Project Representatives advance notice and the opportunity to attend any such meetings.

5.2.17 Undertake legal actions as necessary to further the work authorized under this Agreement with the Consensus approval of their respective TCR/SJR Committee, including, but not limited to, challenging any denial of an Environmental Permit or defending any challenge filed by a third party with regards to any Environmental Permit sought by their TCR/SJR Project Administrator pursuant to this Agreement in coordination with counsel for their respective TCR/SJR Committee.

5.3 **Accounting by the TCR/SJR Project Administrators Upon Termination of the Agreement.** If this Agreement is terminated pursuant to Section 28, the TCR/SJR Project Administrator shall provide their respective Water Suppliers with an accounting of the expenditures of funds and shall reimburse to the Water Suppliers any unexpended funds contributed by each of the Water Suppliers.

5.4 **TCR/SJR Project Administrator's Designation of their TCR/SJR Project Manager.**

5.4.1 No later than thirty (30) days from the Effective Date, the Project Administrator will provide in writing to the Committee, the name, address, phone number, fax number and email address of its Project Manager. The Project Manager may be changed at any time immediately upon written notice to the Committee. The Project Manager will act as the Project Administrator's representative with regards to implementation of the public water supply portion of the TCR/SJR Project.

5.4.2 No later than thirty (30) days from the selection of a Phase 4 Dyal Treatment Project Administrator, the Phase 4 Dyal Treatment Project Administrator will provide in writing to the Phase 4 Dyal Treatment Committee, the name, address, phone number, fax number and email address of its Phase 4 Dyal Treatment Project Manager. The Phase 4 Dyal Treatment Project Manager may be changed at any time immediately upon written notice to the Phase 4 Dyal Treatment Committee. The Phase 4 Dyal Treatment Project Administrator's Phase 4 Dyal Treatment Project Manager will act as the Phase 4 Dyal Treatment Project Administrator's representative with regards to implementation of the Phase 4 Dyal Treatment System.

5.4.3 No later than thirty (30) days from the selection of a Phase 4 Non-Dyal Treatment Project Administrator, the Phase 4 Non-Dyal Treatment Project Administrator will provide in writing to the Phase 4 Non-Dyal Treatment Committee, the name, address, phone number, fax number and email address of its Phase 4 Non-Dyal Treatment Project Manager. The Phase 4 Non-Dyal Treatment Project Manager may be changed at any time immediately upon written notice to the Phase 4 Non-Dyal Treatment Committee. The Phase 4 Non-Dyal Treatment Project Administrator's Phase 4 Non-Dyal Treatment Project Manager will act as the Phase 4 Non-

Dyal Treatment Project Administrator's representative with regards to implementation of the Phase 4 Non-Dyal Treatment System.

5.5 **TCR/SJR Project Representatives to Work with TCR/SJR Project Managers**.

5.5.1 No later than thirty (30) days from the Effective Date, each Water Supplier must provide to every other Water Supplier, in writing, the name, address, phone number, fax number and email address of its Project Representative. Any Water Supplier may change its Project Representative at any time immediately upon written notice to all other Water Suppliers. The Project Manager will coordinate with the Project Representatives through implementation of the public water supply portion of the TCR/SJR Project.

5.5.2 No later than thirty (30) days from the selection of a Phase 4 Dyal Treatment Project Administrator, each Water Supplier participating in the Phase 4 Dyal Treatment System must provide to every other participating Water Supplier, in writing, the name, address, phone number, fax number and email address of its Phase 4 Dyal Treatment Project Representative. Any participating Water Supplier may change its Phase 4 Dyal Treatment Project Representative at any time immediately upon written notice to all other participating Water Suppliers. The Phase 4 Dyal Treatment Project Manager will coordinate with the Phase 4 Dyal Treatment Project Representatives through implementation of the Phase 4 Dyal Treatment System.

5.5.3 No later than thirty (30) days from the selection of a Phase 4 Non-Dyal Treatment Project Administrator, each Water Supplier participating in the Phase 4 Non-Dyal Treatment System must provide to every other participating Water Supplier, in writing, the name, address, phone number, fax number and email address of its Phase 4 Non-Dyal Treatment Project Representative. Any participating Water Supplier may change its Phase 4 Non-Dyal Treatment Project Representative at any time immediately upon written notice to all other participating Water Suppliers. The Phase 4 Non-Dyal Treatment Project Manager will coordinate with the Phase 4 Non-Dyal

Treatment Project Representatives through implementation of the Phase 4 Non-Dyal Treatment System.

5.6 **Water Supplier's Demand Projections from the TCR/SJR Project.** The Water Suppliers shall annually provide notice on or before May 1st to their respective TCR/SJR Project Manager and to each other regarding their estimated future projected need for Finished Water and/or Raw Water from the TCR/SJR Project over a ten year horizon using a format developed by the Committee.

6. IMPLEMENTATION OF PUBLIC WATER SUPPLY PORTION OF TCR/SJR PROJECT.

6.1 **Implementing TCR/SJR Project in Phases.** The Parties agree to implement the public supply portion of the TCR/SJR Project in phases as described below. Phase 1 shall be implemented as described in Sections 6.3 through 6.6. Phase 2 shall be implemented as described in Sections 6.7 through 6.8. Phase 3 shall be implemented as described in Section 6.9. Phase 4 shall be implemented as described in Section 6.10. The Committee may, by Consensus only, change any of the timeframes or sequencing for Phase 1, and may change the timeframes or sequencing for other phases or portions of other phases by the decision making process in Section 4.1.5 so long as Cocoa provides at least 24 MGD of Finished Water pursuant to the Wholesale Water Supply Contract (the 24 MGD includes Cocoa's present 8.83 MGD permitted allocation). Either the Phase 4 Dyal Treatment Committee or the Phase 4 Non-Dyal Treatment Committee may change the timeframes or sequencing for the Phase 4 Treatment System portion of Phase 4 by the decision making process in Sections 4.2.5 and 4.3.5 so long as Cocoa provides at least 24 MGD of Finished Water pursuant to the Wholesale Water Supply Contract (the 24 MGD includes Cocoa's present 8.83 MGD permitted allocation).

6.2 **Wholesale Water Supply Contract.** The Wholesale Water Supply Contract entered into among the Water Suppliers will govern the price paid and terms for water produced and delivered by the project phases described below.

PHASE 1 - TCR/SJR REGIONAL PROJECT PERMITTING AND TRANSMISSION LINE SITING PHASE

6.3 **Phase 1 Actions.** Phase 1 shall be implemented beginning on the Effective Date of this Agreement. This phase consists of the following actions:

6.3.1 Application for and receipt of the Regional Permits for the TCR/SJR Project. The process of applying for and obtaining the Regional Permits is governed by the TCR/SJR Project Permitting Agreement.

6.3.2 The receipt of permits and completion of the design for construction of the TCR Levee Improvements by the SJRWMD.

6.3.3 Approval of the modification of the regulation schedule for TCR by the U.S. Army Corps of Engineers at SJRWMD's request so that the maximum standing pool elevation of TCR can be set at 46 feet NGVD.

6.3.4 An evaluation by the technical consultant selected under the TCR/SJR Regional Project Permitting Agreement of the effect of the construction and operation of the TCR/SJR Project on the water quality in the TCR, which may include a mixing analysis for the SJR and TCR waters. The Committee will direct the technical consultant regarding the conduct of this evaluation. The agricultural water quality parameters to be considered in this evaluation are Fluoride, Total Phosphorus, Total Nitrogen, Chlorides, Sodium, and Specific Conductance. This information will be used to determine any constraints on the quality of water in TCR as part of the basis for developing operating protocols that will maximize the yield and protect the water quality of TCR for both public water supply and agricultural purposes as described in Sections 6.3.4, 6.3.5 and 6.12 herein.

6.3.5 Using the information obtained pursuant to other provisions of this Agreement, and other information, the technical consultant selected under the TCR/SJR Project Permitting Agreement shall develop plans, tools and protocols for the operation of all phases of the TCR/SJR Project to achieve the following: (a) ensure compliance with MFLs and other

constraints on the withdrawal of water from the TCR and SJR; (b) protect Cocoa's ability to withdraw up to 8.83 MGD annual average from TCR pursuant to CUP 2-095-118375-1 (or any renewals or modifications of that permit or new permits); (c) manage water quality in TCR to maximize the yield and protect the water quality of TCR for both public water supply and agricultural purposes as described in Sections 6.3.4, 6.3.5 and 6.12; and (d) allow ECFS for the agricultural supply portion, and the Water Suppliers for the public water supply portion, of the TCR/SJR Project to withdraw water as frequently as possible and to the greatest extent possible to achieve the allotments in Section 7 from TCR. These plans, tools and protocols may include a system operation schedule. The technical consultant shall submit these plans, tools and protocols to the Committee for review and approval. Committee approval of the plans, tools and protocols shall be by Consensus only.

6.3.6 The selection of the route(s) of the TCR/SJR Raw Water Transmission Line(s) and the TCR/SJR Finished Water Transmission Line(s) from the Dyal POC(s) to the west to one or more of the Water Suppliers' Delivery Points shall be governed by the TCR/SJR Transmission Line Agreement.

6.3.7 Except for real property interests that may have been acquired by Cocoa pursuant to the TCR/SJR Project Permitting Agreement, as part of this phase, the Committee may decide to direct Cocoa to acquire, or obtain options to acquire, real property interests and to construct intake structure(s) on the SJR, the Raw Water pipeline from the SJR to the TCR, the discharge structure to TCR, and any additional or modified intake structure required to withdraw from the TCR, any additional Raw Water pipelines from TCR to the Dyal WTP, and any property needed to build the needed water treatment facilities for the Finished Water portions of Phase 4, or wait until Phase 3 or 4 to take such actions. The design of these

facilities necessary to complete the permitting shall be prepared as part of the TCR/SJR Project Permitting Agreement.

6.4 **Inability to Obtain Regional Permits, Levee Improvements, Regulation Schedule or Approval of Protocols.**

6.4.1 If within five (5) years of the Effective Date, the Water Suppliers do not obtain Regional Permits authorizing the withdrawal and use of the Additional TCR/SJR Quantity as specified in the TCR/SJR Project Permitting Agreement; if the SJRWMD fails to receive the permits and complete the design to construct the TCR Levee Improvements sufficient to increase the maximum standing pool elevation in TCR to 46 feet NGVD; if the U.S. Army Corps of Engineers fails to approve a change to the regulation schedule for TCR so that the maximum standing pool elevation can be set at 46 feet NGVD; or if the Committee fails to approve the plans, tools and protocols as specified in Section 6.3.5; then within thirty (30) days of the occurrence of such an event, the Project Administrator will provide the Water Suppliers with written notice of the occurrence of the event(s) and request that each Water Supplier respond in writing within ninety (90) days stating whether or not it wishes to participate in any further Committee decisions. The notice shall also state that if the Water Supplier fails to respond to the notice within ninety (90) days, the Water Supplier will be deemed to have withdrawn pursuant to Section 10. If a Water Supplier responds to the Project Administrator in writing that it no longer wishes to participate in any further Committee decisions, or if a Water Supplier fails to respond to the Project Administrator in writing within ninety (90) days, then the Water Supplier shall be deemed to have withdrawn pursuant to Section 10.

6.4.2 The remaining Water Suppliers will convene a meeting within one hundred and twenty (120) days of receiving notice from the Project Administrator of the occurrence of one or more of the event(s) set forth in Section 6.4.1

to determine whether it is still feasible to continue with the TCR/SJR Project. A consideration in this determination will be whether the minimum total TCR/SJR Project yield set forth in Section 7 of this Agreement can still be achieved. Notwithstanding any other provision of this Agreement, any decision by the Water Suppliers to continue with the TCR/SJR Project as modified must be by Weighted Vote.

6.4.3 If within one hundred eighty (180) days of receiving notice from the Project Administrator of the occurrence of one or more of the event(s) set forth in Section 6.4.1 the remaining Water Suppliers are unable to decide to continue with the TCR/SJR Project by Weighted Vote, then a TCR/SJR Project Failure shall be deemed to have occurred.

6.4.4 If the remaining Water Suppliers decide by Weighted Vote to continue with the TCR/SJR Project, the Project Administrator shall notify each Water Supplier that they must respond to the Project Administrator in writing within ninety (90) days confirming that they are Committed to the TCR/SJR Project. If a Water Supplier has not confirmed their Commitment to the TCR/SJR Project in writing to the Project Administrator within ninety (90) days of the Project Administrator's notice, then such Water Supplier shall be deemed to have withdrawn from the TCR/SJR Project pursuant to Section 10.1.

6.4.5 The Parties that have Committed pursuant to Section 6.4.4 shall then amend or revise the TCR/SJR Project Agreements as necessary to provide for the continuation of the TCR/SJR Project pursuant to this Section. If the amendment or revision of the TCR/SJR Project Agreements is not executed by said Parties within three (3) years from the date that the commitment deadline in Section 6.4.4 expires, then a TCR/SJR Project Failure shall be deemed to have occurred. The Water Suppliers that have Committed pursuant to Section 6.4.4 may by Weighted Vote extend the three (3) year timeframe to amend or revise the TCR/SJR Project Agreements for up to

an additional three (3) years, and any subsequent extensions of the timeframe to amend or revise the TCR/SJR Project Agreements shall be by Consensus.

6.5 **Successful Attainment of Regional Permits, Levee Improvements, and Regulation Schedule and Approval of Protocols.** After receipt of the Regional Permits for the TCR/SJR Project, receipt of permits and completion of the design for construction of the TCR Levee Improvements by the SJRWMD, and approval of the modification of the regulation schedule for TCR by the U.S. Army Corps of Engineers so that the maximum standing pool elevation of TCR can be set at 46 feet NGVD; and approval of the plans, tools and protocols as specified in Section 6.3.5; the Project Administrator shall notify each Water Supplier that they must respond to the Project Administrator in writing within one hundred eighty (180) days confirming that they are Committed to the TCR/SJR Project. If a Water Supplier has not confirmed their Commitment to the TCR/SJR Project in writing to the Project Administrator within one hundred (180) days of the Project Administrator's notice, then such Water Supplier shall be deemed to have withdrawn from the TCR/SJR Project pursuant to Section 10.1.

6.6 **Failure by the District to Construct the TCR Levee Improvements**

6.6.1 If the SJRWMD fails to construct the TCR Levee Improvements sufficient to increase the maximum standing pool elevation in TCR to 46 feet NGVD within three (3) years after Commitment, then the Commitment shall terminate and the Water Suppliers will be returned to their respective status prior to Commitment.

6.6.2 If the Commitment terminates pursuant to Section 6.6.1, then the Water Suppliers will convene a meeting within one hundred and eighty (180) days to determine whether it is still feasible to continue with the TCR/SJR Project. Any decision by the Water Suppliers to continue with the TCR/SJR Project must be by Weighted Vote.

6.6.3 If, within one hundred eighty (180) days of the Commitment terminating pursuant to Section 6.6.1, the Water Suppliers are unable to decide to continue with the TCR/SJR Project by Weighted Vote, then a TCR/SJR Project Failure shall be deemed to have occurred.

6.6.4 If, within one hundred eighty (180) days of the Commitment terminating pursuant to Section 6.6.1, the Water Suppliers decide by Weighted Vote to continue with this TCR/SJR Project, the Project Administrator shall notify each Water Supplier that they must respond to the Project Administrator in writing within ninety (90) days confirming that they are Committed to the TCR/SJR Project. If a Water Supplier has not confirmed their Commitment to the TCR/SJR Project in writing to the Project Administrator within ninety (90) days of the Project Administrator's notice, then such Water Supplier shall be deemed to have withdrawn from the TCR/SJR Project pursuant to Section 10.1.

6.6.5 The Water Suppliers that have Committed pursuant to Section 6.6.4 shall then amend or revise the TCR/SJR Project Agreements as necessary to provide for the continuation of the TCR/SJR Project pursuant to this Section. If the amendment or revision of the TCR/SJR Project Agreements is not executed by said Parties within three (3) years from the date that the Commitment deadline period in Section 6.6.4 expires, then a TCR/SJR Project Failure shall be deemed to have occurred. The Water Suppliers that have Committed pursuant to Section 6.6.4 may by Weighted Vote extend the three (3) year timeframe to amend or revise the TCR/SJR Project Agreements for up to an additional three (3) years, and any subsequent extensions of the timeframe to amend or revise the TCR/SJR Project Agreements shall be by Consensus.

PHASE 2 - WHOLESALE WATER PURCHASE PHASE

6.7 **Implementation of Phase 2.** Phase 2 shall be implemented upon either 1) a Consensus decision of the Committee to proceed with Phase 2 of the TCR/SJR Project, or 2) a written request by any Water Supplier, in writing, to the other Water Suppliers that the Committee decide to implement this phase due to that Water Supplier's or Water Suppliers' need for additional water and the deadline when the additional water is needed. Such request must specify the quantity, quality, pressure, delivery point, timing and duration for which water will be required by the requesting Water Supplier(s), and must allow for at least three years before the requested water delivery must occur. If the Committee fails to take action within sixty (60) days of receipt of the Water Supplier's or Water Suppliers' written request, or the Committee decides not to implement this phase in response to the request of one or more Water Suppliers, then one or more other Water Suppliers may offer to sell water to the requesting Water Supplier(s) according to the terms of that Water Supplier's or Water Suppliers' written request. Any offer by one or more of the other Water Suppliers to sell water to the requesting Water Supplier(s) shall be made in writing and delivered to the requesting Water Supplier(s) not later than ninety (90) days after receiving the Water Supplier or Suppliers' written request. If an offer to sell water is acceptable to a requesting Water Supplier(s), then the sale and purchase shall be governed by a separate water supply contract between the offering and requesting Water Supplier(s). If the requesting Water Supplier(s) contracts with one or more other Water Suppliers for the requested water, then that Water Supplier's or Water Suppliers' request for water from the TCR/SJR Project shall be deemed withdrawn. If within ninety (90) days of the request, none of the other Water Suppliers submits a written offer to satisfy the Water Supplier's or Water Suppliers' written request for water, then the approval to implement this phase is deemed to have occurred and it will be implemented to meet the needs and deadline (or sooner if

deemed practicable by the Committee) in the Water Supplier's or Water Suppliers' written request, and the costs of implementation will be borne by the Water Suppliers as provided in the Wholesale Water Supply Contract.

6.8 **TCR/SJR Wholesale Water Purchase.**

6.8.1 Phase 2 involves minor changes to the Dyal WTP that will allow for withdrawal and treatment capacity by Cocoa with the actual annual average flow rate available for sale to the Water Suppliers to be determined at the time this phase is implemented. During Phase 2, Cocoa shall be the exclusive supplier of Finished Water to the Water Suppliers for the purpose of public water supply. Available excess Cocoa System Water produced as part of Phase 2 shall be treated and transmitted by Cocoa to the other Water Suppliers solely through the Dyal Plant. Cocoa shall be solely responsible for making any decisions in this phase regarding engineering and construction of infrastructure at the Dyal WTP. Cocoa shall also be solely responsible for making any decisions regarding the operation of the Dyal WTP. The Committee may decide to combine this phase in whole or in part with Phase 3 of the TCR/SJR Project depending on the water supply needs of the Water Suppliers, available water supply, and the financial benefits of proceeding by combining all or part of this phase with Phase 3.

6.8.2 Construction of the Finished Water Transmission Lines**.** During Phase 2, the Water Suppliers will construct the TCR/SJR Finished Water Transmission Line(s) from the Dyal POC(s) to the Delivery Point(s) pursuant to the TCR/SJR Transmission Line Agreement.

PHASE 3 –MAXIMIZATION OF TCR WATER BY DYAL PLANT

6.9 **Maximization of TCR Water by Dyal Plant** The third phase of the TCR/SJR Project is increasing the output of the surface water portion of the Dyal WTP up to ± 24 MGD (the 24 MGD includes Cocoa's present 8.83 MGD permitted allocation),

which may include contribution of water from the SJR. This phase will require substantial capital improvements to the Dyal WTP. During Phase 3, Cocoa shall be the exclusive supplier of Finished Water from TCR to the Water Suppliers for the purpose of public water supply. Water withdrawn from TCR during the operation of Phase 3 shall be treated and transmitted by Cocoa to the other Water Suppliers solely through the Dyal WTP, as it may be expanded or modified.

6.9.1 The decision to implement Phase 3 will be made either by Committee decision or Water Supplier's request as specified herein. To initiate the Committee's consideration of whether to implement this phase, any Water Supplier may request, in writing, to the other Water Suppliers that the Committee decide to implement this phase due to that Water Supplier's or Water Suppliers' need for additional water and the deadline when the additional water is needed. Such request must specify the quantity, quality, pressure, delivery point, timing and duration for which water will be required by the requesting Water Supplier(s), and must allow for at least three years before the requested water delivery must occur. If the Committee fails to take action within sixty (60) days of receipt of the Water Supplier's or Water Suppliers' written request, or the Committee decides not to implement this phase in response to the request of one or more Water Suppliers, then one or more other Water Suppliers may offer to sell water to the requesting Water Supplier(s) according to the terms of that Water Supplier's or Water Suppliers' written request. Any offer by one or more of the other Water Suppliers to sell water to the requesting Water Supplier(s) shall be made in writing and delivered to the requesting Water Supplier(s) not later than ninety (90) days after receiving the Water Supplier's or Water Suppliers' written request. If an offer to sell water is acceptable to a requesting Water Supplier(s), then the sale and purchase shall be governed by a separate water supply contract between the offering and requesting Water Supplier(s). If the requesting Water

Supplier(s) contracts with one or more other Water Suppliers for the requested water, then that Water Supplier's or Water Suppliers' request for water from the TCR/SJR Project shall be deemed withdrawn. If within ninety (90) days of the request, none of the other Water Suppliers submits a written offer to satisfy the Water Supplier's or Water Suppliers' written request for water, then the approval to implement this phase is deemed to have occurred and will be implemented to meet the needs and deadline (or sooner if deemed practicable by the Committee) in the Water Supplier's or Water Suppliers' written request; and the costs of implementation will be borne by the Water Suppliers as provided in the Wholesale Water Supply Contract.

6.9.2 If Phase 3 of the public water supply portion of the TCR/SJR Project is to be implemented, the Project Administrator will procure one or more consultants to prepare one or more TCR/SJR Project PDR(s) to implement Phase 3, which when completed will upgrade the surface water treatment capacity of the Dyal WTP to ±24 MGD annual average. The TCR/SJR Project PDR(s) shall be consistent with or incorporate, as necessary, the designs developed under the TCR/SJR Project Permitting Agreement and pertinent conditions of any Regional Permits obtained by the Water Suppliers.

6.9.3 The Project Administrator, working with the selected consultant, shall prepare the consultant's scope of services and budget for developing the TCR/SJR Project PDR(s) and submit the same to the Committee for review and approval. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve the selected consultant's scope of services and budget for development of the TCR/SJR Project PDR(s) and any subsequent changes to the consultant's scope of services and budget. If the Committee fails to meet and take action on the selected consultant's scope of services and budget for development of the TCR/SJR Project PDR(s), or any changes thereto, within

forty-five (45) days of the date the Project Administrator submits the same to the Committee, then it shall be deemed approved by the Committee by default.

6.9.4 The selected consultant will coordinate with the Committee regarding development of the TCR/SJR Project PDR(s), as provided in Section 4.1. The Committee will review and provide comments on draft documents developed in support of the TCR/SJR Project PDR(s).

6.9.5 Once the consultant has prepared the TCR/SJR Project PDR(s) and Design Budget(s), the Project Administrator will present the same to the Committee for approval. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve TCR/SJR Project PDR(s) and Design Budget(s) for Phase 3 of the TCR/SJR Project. If the Committee fails to meet and take action on the TCR/SJR Project PDR(s) and Design Budget(s), within ninety (90) days of the date the Project Administrator presents it to the Committee, then it shall be deemed approved by the Committee by default.

6.9.6 After Committee approval of the TCR/SJR Project PDR(s) and Design Budget(s) for Phase 3 of the TCR/SJR Project, the Project Administrator will procure one or more consultants, as provided in Section 5.2, to prepare a final design(s) for Phase 3 of the TCR/SJR Project based upon the approved TCR/SJR Project PDR(s). The Project Administrator, working with the selected consultant, shall prepare a scope of services and budget for developing the final design and submit the same to the Committee for review and approval. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve the selected consultant's scope of services and budget for development of the final design and any subsequent changes to the consultant's scope of services and budget. If the Committee fails to meet and take action on the TCR/SJR Project PDR(s) and Design Budget(s), within forty-five (45) days of

the date the Project Administrator presents it to the Committee, then it shall be deemed approved by the Committee by default.

6.9.7 The Project Administrator will manage the preparation of the final design(s) of the facilities needed for this phase. The final design(s) must be based upon the Committee approved TCR/SJR Project PDR(s). The Project Administrator will inform the Committee when the final design(s) draft reaches the 60% and 90% completion intervals and whether the final design(s) contains any Substantial Deviation from the TCR/SJR Project PDR(s). The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve any Substantial Deviation in the final design(s) from the TCR/SJR Project PDR(s) or Design Budget. If the Committee fails to take action on the Substantial Deviation within forty-five (45) days after being notified by the Project Administrator, then the Substantial Deviation shall be deemed approved by the Committee by default.

6.9.8 Upon completion of the consultant's proposed final design(s), the Project Administrator will present the same to the Committee for approval. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to consider the same, direct changes needed, if any, and shall approve the final design along with the Bidding Budget for Phase 3 of the TCR/SJR Project. If the Committee fails to meet and take action on the final design and Bidding Budget within ninety (90) days after the Project Administrator presents it to the Committee, then it shall be deemed approved by the Committee by default.

6.9.9 After the Committee approves the final design(s) and Bidding Budget(s) for Phase 3 of the TCR/SJR Project, the Project Administrator will procure bids from contractors to construct Phase 3 of the TCR/SJR Project according to the statutes, ordinances and rules governing procurement of consultants by the Project Administrator. If there are one or more qualified bidders at

or below the Bidding Budget(s) approved by the Committee, the Project Administrator will select the best qualified bidder and accept the bid. The Project Administrator will then prepare a Construction Budget, and submit it to the Committee for review and approval. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve the Construction Budget. If the Committee fails to meet and take action on the Construction Budget within forty-five (45) days after the Project Administrator presents it to the Committee, then the Project Administrator shall set the Construction Budget which does not exceed the Bidding Budget and which shall be deemed approved by the Committee by default. If the Project Administrator receives no qualified bids at or below the Bidding Budget(s), the Project Administrator shall notify the Committee of the same and then the Committee must vote to either accept a bid or reject all the bids. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to vote to either accept a bid or reject all the bids. If the Committee decides to accept a bid, the Committee will also approve a new Bidding Budget. The Project Administrator will then accept the bid. The Committee will approve a Construction Budget or Budgets for Phase 3 of the TCR/SJR Project. If the Committee decides to reject all the bids, then the Committee will decide whether to proceed again with this phase and, if the decision is to proceed, the process used to proceed with Phase 3 of the TCR/SJR Project will follow the process described in this section. If the Committee fails to either accept a bid or reject all the bids within forty-five (45) days of the Project Administrator's notice on the bids, then the Project Administrator shall either accept a bid or reject all the bids and decide whether to proceed again with this phase. If the Project Administrator accepts a bid, then the Project Administrator shall set a new Bidding

Budget and Construction Budget or Budgets consistent with the accepted bid.

6.9.10 After the acceptance of bids and establishment of the Construction Budget(s) for Phase 3 of the TCR/SJR Project, the Project Administrator will proceed with construction of Phase 3 of the TCR/SJR Project. The Project Administrator will make all decisions regarding the construction of Phase 3 of the TCR/SJR Project, so long as such decisions do not constitute a Substantial Deviation. The Project Administrator will update the Committee, at a frequency established by the Committee, as to the status of construction. During construction, the Project Administrator must submit any change order(s) to the Committee for approval that individually or cumulatively are projected to result in an exceedance of the Construction Budget. Similarly, the Project Administrator must submit any Substantial Deviation(s) to the Committee for approval. The Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to vote to review and approve any change order(s) or Substantial Deviations. If the Committee does not meet and take action on the change order(s) or Substantial Deviation(s) within forty-five (45) days after submission by the Project Administrator, then the change order(s) or Substantial Deviation(s) shall be deemed approved by the Committee by default.

PHASE 4 – COMPLETION OF THE TCR/SJR PROJECT

6.10 **Completion of the TCR/SJR Project**. The fourth phase of the TCR/SJR Project involves constructing any remaining facilities that have not been constructed as part of Phases 2 or 3 in order to complete the TCR/SJR Project including, but not limited to, constructing additional surface water treatment capacity, constructing an intake structure(s) on the SJR, constructing a Raw Water transmission line(s) from the SJR to TCR, a discharge structure into TCR, and possibly constructing a new or modified intake structure on TCR, and any appurtenant or associated

facilities. This phase involves the implementation of the Raw Water System(s), and potentially the implementation of a Phase 4 Dyal Treatment System, and/or Phase 4 Non-Dyal Treatment Systems.

6.10.1 The decision to implement Phase 4 will be made either by Committee decision or Water Supplier's request as specified herein. To initiate the Committee's consideration of whether to implement this phase, one or more Water Supplier(s) may request, in writing, to the other Water Suppliers that the Committee decide to implement this phase due to that Water Supplier's or Water Suppliers' need for additional Raw Water or Finished Water and the deadline when the additional water is needed. Such request must specify the quantity, quality, pressure, delivery point, timing and duration for which water will be required by the requesting Water Supplier(s), and must allow for at least five (5) years before the requested water delivery must occur. If the Committee fails to take action within sixty (60) days of receipt of the Water Supplier's or Water Suppliers' written request, or the Committee decides not to implement this phase in response to the request of one or more Water Suppliers, then one or more other Water Suppliers may offer to sell water to the requesting Water Supplier(s) according to the terms of that Water Supplier's or Water Suppliers' written request. Any offer by one or more of the other Water Suppliers to sell water to the requesting Water Supplier(s) shall be made in writing and delivered to the requesting Water Supplier(s) not later than ninety (90) days after receiving the Water Supplier's or Water Suppliers' written request. If one or more offer(s) to sell water is acceptable to a requesting Water Supplier(s), then the sale and purchase of that water shall be governed by a separate water supply contract between the offering and requesting Water Supplier(s). If the requesting Water Supplier(s) contracts with one or more other Water Suppliers for the requested water, then that Water

Supplier's or Water Suppliers' request for water from the TCR/SJR Project shall be deemed withdrawn. If within ninety (90) days of the request, none of the other Water Suppliers submits a written offer to satisfy the Water Supplier's or Water Suppliers' written request for water, then the approval to implement this phase is deemed to have occurred and this phase will be implemented to meet the needs and deadline (or sooner if deemed practicable by the Committee) in the Water Supplier's or Water Suppliers' written request; and the costs of implementation will be borne by the Water Suppliers as provided in the Wholesale Water Supply Contract.

6.10.2 Cocoa will be the Project Administrator for the Raw Water System required for Phase 4. Cocoa will be the only Raw Water supplier for public water supply as part of Phase 4 of the TCR/SJR Water Supply Project (beyond the 24 MGD of Finished Water to be treated and transmitted by Cocoa to the other Water Suppliers, which includes Cocoa's present 8.83 MGD permitted allocation). The Committee shall vote on decisions related to the implementation of the Raw Water System portion of Phase 4 of the TCR/SJR Project, as described in this section.

6.10.3 No later than ninety (90) days after the implementation of Phase 4, the Committee will meet and decide by Consensus to build a Phase 4 Dyal Treatment System, a Phase 4 Non-Dyal Treatment System(s), or both. If the Committee is unable to make this decision by Consensus within ninety (90) days from the implementation of Phase 4, then the Water Suppliers shall select one or more of the following three options, and shall provide written notice of their selection to the other Water Suppliers within 120 days from the implementation of Phase 4.

6.10.3.1 Phase 4 Dyal Treatment System (Option 1). Under this option, Cocoa, as the Phase 4 Dyal Treatment Project Administrator, will

implement the Phase 4 Dyal Treatment System required to produce and deliver Finished Water to the Pipeline Administrator(s) at the Dyal POC(s) under Phase 4, if less than all the Water Suppliers are participating in Option 1. Under this option, if all Water Suppliers select to have Cocoa provide Finished Water under Phase 4, Cocoa, as Project Administrator, shall implement the Phase 4 Dyal Treatment Systems required to deliver Finished Water to the Pipeline Administrator(s). The Pipeline Administrator(s) shall be responsible for delivering Finished Water from the Dyal POC(s) to the Delivery Points in accordance with the terms of the TCR/SJR Transmission Line Agreement. If less than all of the Water Suppliers select Option 1, then the Water Suppliers selecting Option 1 will form a Phase 4 Dyal Treatment Committee. If all of the Water Suppliers select Option 1, then the Phase 4 Dyal Treatment System shall be governed by the Committee. If both Options 1 and 2 are selected, then the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator(s) will coordinate their respective design and construction activities with each other and with the Project Administrator.

6.10.3.2 Phase 4 Non-Dyal Treatment System(s) (Option 2). Under Option 2, a Water Supplier, as Phase 4 Non-Dyal Treatment Project Administrator, will implement all or a portion of the Phase 4 Non-Dyal Treatment System(s) required to produce and deliver Finished Water to the Pipeline Administrator(s). Under this option, the Phase 4 Non-Dyal Treatment Project Administrator(s) will deliver Finished Water from the Phase 4 Non-Dyal Treatment System(s) to the Phase 4 POC(s). In addition, under this option, Cocoa will provide Raw Water to the Phase 4 Non-Dyal Treatment

Project Administrator(s) at the Dyal POC(s). The Pipeline Administrator(s) shall be responsible for delivering Finished Water from the Phase 4 Treatment POC(s) to the Delivery Points in accordance with the terms of the TCR/SJR Transmission Line Agreement. The Water Suppliers selecting Option 2 will form a Phase 4 Non-Dyal Treatment Committee for each Phase 4 Non-Dyal Treatment System. Each Phase 4 Non-Dyal Treatment Committee will select a Phase 4 Non-Dyal Treatment Project Administrator. If both Options 1 and 2 are selected, then the Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator(s) will coordinate their respective design and construction activities with each other and with the Project Administrator.

6.10.3.3 Raw Water (Option 3). For a Water Supplier(s) that elects to receive Raw Water in Phase 4, Raw Water shall be obtained from the Project Administrator at the Dyal POC(s). The Pipeline Administrator(s) shall be responsible for delivering Raw Water from the Dyal POC(s) to the Delivery Points in accordance with the terms of the TCR/SJR Transmission Line Agreement.

6.10.4 If Phase 4 of the TCR/SJR Project is implemented, the Project Administrator, Phase 4 Dyal Treatment Project Administrator, and the Phase 4 Non-Dyal Treatment Project Administrator(s), will procure one or more consultants to prepare one or more TCR/SJR Project PDR(s) to implement the Raw Water System, Phase 4 Dyal Treatment System, and/or the Phase 4 Non-Dyal Treatment System(s), as the case may be. The TCR/SJR Project PDR(s) shall be consistent with or incorporate, as necessary, the designs developed under the TCR/SJR Project Permitting Agreement and pertinent conditions of any Regional Permits obtained by the Water Suppliers. To assist the Project Administrator, Phase 4 Dyal

Treatment Project Administrator, or the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, the following process is specified. Within forty-five (45) days of the identification of the Project Administrator, Phase 4 Dyal Treatment Plant Project Administrator or the Phase 4 Non-Dyal Treatment Plant Project Administrator(s), the Committee, Phase 4 Dyal Treatment Committee or the Phase 4 Non-Dyal Treatment Committee, as the case may be, will develop a request for qualifications for the technical consultant, which shall be consistent with the statutes, ordinances and rules governing procurement of consultants by the Project Administrator, Phase 4 Dyal Treatment Project Administrator or the Phase 4 Non-Dyal Treatment Plant Project Administrator, as the case may be. The request for qualifications shall be approved by the respective TCR/SJR Committee. If the respective TCR/SJR Committee fails to develop and approve their respective request for qualifications within this forty-five (45) day period, then the Project Administrator, or Phase 4 Dyal Treatment Project Administrator in the case of the Phase 4 Dyal Treatment Committee and the Phase 4 Non-Dyal Treatment Administrator in the case of the Phase 4 Non-Dyal Treatment Committee shall develop the request for qualifications, which shall be deemed approved by their respective TCR/SJR Committee by default. Once the request for qualifications is approved, the Project Administrator, Phase 4 Dyal Treatment Project Administrator or the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by them, and notify their respective TCR/SJR Committee of the outcome of the same so that their TCR/SJR Committee can select the technical consultant. Their respective TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to select

the technical consultant. Once a technical consultant is selected, the Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator(s), as the case may be, are bound by the decision. If a TCR/SJR Committee fails to meet and to select or reject a consultant within forty-five (45) days after their respective Project Administrator, Phase 4 Dyal Treatment Administrator or Phase 4 Non-Dyal Treatment Administrator notifies them of the results of the procurement process, then the Project Administrator, Phase 4 Dyal Treatment Project Administrator or the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, shall select the consultant, which shall be deemed approved by their TCR/SJR Committee by default. Once the technical consultant is selected, the Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, shall procure and contract with their selected technical consultants to prepare the TCR/SJR Project PDR(s), as described above.

6.10.5 The Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, working with their selected consultant, shall prepare the consultant's scope of services and budget for development of the TCR/SJR Project PDR(s) and present the same to their TCR/SJR Committee for review and approval. The TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve the selected consultant's scope of services and budget for development of the TCR/SJR Project PDR(s) and any subsequent changes to the consultant's scope of services and budget. If one of these TCR/SJR Committees, as the case may be, fails to meet and take action on the selected consultant's scope of services and budget for development of the TCR/SJR Project PDR(s), or any changes

thereto, within forty-five (45) days of the date their respective Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, presents it to its TCR/SJR Committee, then it shall be deemed approved by the respective TCR/SJR Committee by default.

6.10.6 The selected consultant(s) will coordinate with the respective TCR/SJR Committee regarding development of the TCR/SJR Project PDR(s), as provided in Section 4. These TCR/SJR Committees will review and provide comments on draft documents developed in support of the TCR/SJR Project PDR(s) by their selected consultant(s).

6.10.7 Once the consultant(s) has prepared the TCR/SJR Project PDR(s), the Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will present the same to their respective TCR/SJR Committee for approval. Their TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to consider the same and, upon approval, shall constitute the approved TCR/SJR Project PDR(s) and Design Budget(s) for Phase 4 of the TCR/SJR Project. If a TCR/SJR Committee fails to meet and take action on their respective TCR/SJR Project PDR(s) and Design Budget(s), within ninety (90) days after their Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, presents it to them, then it shall be deemed approved by the respective TCR/SJR Committee by default.

6.10.8 After a TCR/SJR Committee approval of the TCR/SJR Project PDR(s) and Design Budget(s) for Phase 4 of the TCR/SJR Project, the Project Administrator, Phase 4 Dyal Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will procure one or more consultants, as provided in Section 5, to prepare a final design(s)

for Phase 4 of the TCR/SJR Project based upon the approved TCR/SJR Project PDR(s). Working with the selected consultant, the Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will prepare the consultant's scope of services and budget to develop the final design and present the same to their TCR/SJR Committee for review and approval. Their TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve the selected consultant's scope of services and budget for development of the final design and any subsequent changes to the consultant's scope of services and budget. If the TCR/SJR Committee fails to take action on the selected consultant's scope of services and budget for development of the TCR/SJR Project PDR(s), or any changes thereto, within forty-five (45) days after the Project Administrator, Phase 4 Dyal Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, presents it to them, then it shall be deemed approved by the respective TCR Committee by default.

6.10.9 The Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will manage the preparation of the final design(s) of the facilities needed for this phase. The final design(s) must be based upon the approved TCR/SJR Project PDR(s). The Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will inform their respective TCR/SJR Committee, when the final design(s) draft reaches the 60% and 90% completion intervals and whether the final design(s) contains any Substantial Deviation from the TCR/SJR Project PDR(s). Any Substantial Deviation in the final design(s) from the TCR/SJR Project PDR(s) or Design Budget must be submitted by the Project Administrator,

Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, to their respective TCR/SJR Committee for review and approval. Their TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to review and approve any Substantial Deviation in the final design(s) from the TCR/SJR Project PDR(s) or Design Budget. If a TCR/SJR Committee fails to meet and take action on the Substantial Deviation within forty-five (45) days after their Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, presents it to them, then it shall be deemed approved by the respective TCR/SJR Committee by default.

6.10.10 Upon completion of the consultant's proposed final design(s), the Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will present the same to their TCR/SJR Committee for approval. Their TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to consider the same, direct changes needed, if any, and shall approve the final design along with the Bidding Budget for Phase 4 of the TCR/SJR Product. If their TCR/SJR Committee fails to meet and take action on their final design and Bidding Budget within ninety (90) days after their Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, presents it to them, then it shall be deemed approved by the respective TCR/SJR Committee by default.

6.10.11 After the TCR/SJR Committee approves their respective final design(s) and Bidding Budget(s) for Phase 4 of the TCR/SJR Project, their Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4

Non-Dyal Treatment Project Administrator, as the case may be, will procure bids from contractors to construct Phase 4 of the TCR/SJR Project according to the statutes, ordinances and rules governing procurement of consultants by them. If there are one or more qualified bidders at or below the Bidding Budget(s) approved by their respective TCR/SJR Committee, the Project Administrator, Phase 4 Dyal Treatment Project Administrator or the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will select the best qualified bidder and accept the bid. The Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will then each prepare a Construction Budget and present it to their respective TCR/SJR Committee. Their TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to approve their respective Construction Budget. If a TCR/SJR Committee fails to meet and take action on its respective Construction Budget within forty-five (45) days after their Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, presents it, then they shall set the Construction Budget but which shall not exceed the Bidding Budget. If the Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, does not receive qualified bids at or below the Bidding Budget(s), they will notify their TCR/SJR Committee of the same, and then the TCR/SJR Committee will meet within forty-five (45) days at either a regularly scheduled or special meeting to vote to either accept a bid or reject all the bids. If a TCR/SJR Committee decides to accept a bid, it will also approve a new Bidding Budget. The respective Project Administrator or Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project

Administrator, as the case may be, will then accept the bid. The respective TCR/SJR Committee will approve a Construction Budget or Budgets for their portion of Phase 4 of the TCR/SJR Project. If a TCR/SJR Committee decides to reject all the bids, then it will decide whether to proceed again with this phase and, if the decision is to proceed, the process used to proceed with either the Raw Water System, Phase 4 Dyal Treatment System or the Phase 4 Non-Dyal Treatment System, as the case may be, will follow the process described in this section. If a TCR/SJR Committee fails to either accept a bid or reject all the bids within forty-five (45) days of their Project Administrator's, Phase 4 Dyal Treatment Project Administrator's or Phase 4 Non-Dyal Treatment Project Administrator's notice, then the affected Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, shall either accept a bid or reject all the bids and decide whether to proceed again with this phase. If it accepts a bid, then the affected Project Administrator, Phase 4 Dyal Treatment Project Administrator or the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, shall set a new Bidding Budget and Construction Budget or Budgets consistent with the accepted bid.

6.10.12 After the acceptance of bids and establishment of the Construction Budget(s) for Phase 4 of the TCR/SJR Project, the Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator will proceed with construction of the Raw Water System, Phase 4 Dyal Treatment System and the Phase 4 Non-Dyal Treatment System, as the case may be. The Project Administrator will make all decisions regarding the Raw Water System, the Phase 4 Dyal Treatment Project Administrator will make all decisions regarding the construction of the Phase 4 Dyal Treatment System, and the Phase 4 Non-Dyal Treatment Project Administrator will make all decisions

regarding the construction of the Phase 4 Non-Dyal Treatment System, as the case may be, so long as such decisions do not constitute a Substantial Deviation. The Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, will update their respective TCR/SJR Committee, at a frequency established by their TCR/SJR Committee, as to the status of construction. During construction, the Project Administrator, Phase 4 Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, must submit any change order(s) to their respective TCR/SJR Committee for approval that individually or cumulatively are projected to result in an exceedance of the Construction Budget. Similarly, the Project Administrator, Phase 4 Dyal Treatment Project Administrator and Phase 4 Non-Dyal Treatment Project Administrator, as the case may be, must submit any Substantial Deviation(s) to their respective TCR/SJR Committee for approval. If their respective TCR/SJR Committee does not take action on the change order(s) or Substantial Deviation(s) within forty-five (45) days of the submission to them, then the change order(s) or Substantial Deviation(s) shall be deemed approved by their TCR/SJR Committee by default.

6.11 **Use of Alternative Project Delivery Mechanisms**. The TCR/SJR Committees may each decide to use alternative project delivery mechanisms such as “design/build” or “construction management at risk” in place of the separate design and construction mechanisms specified for Phases 3 and 4 of the TCR/SJR Project subject to governance by those committees. Use of an alternative project delivery mechanism may require the amendment of this Agreement.

6.12 **ECFS’ Withdrawal of 8 MGD of TCR Water for Agricultural Purposes**. ECFS may withdraw and use up to 8 MGD annual average of water from TCR for agricultural purposes. ECFS may apply for and obtain one or more CUPs from the SJRWMD

authorizing up to 8 MGD annual average withdrawal from TCR for agricultural purposes at ECFS' sole expense. The other Water Suppliers will not join in these CUP applications nor attempt to become co-permittees to these CUPs. ECFS will solely finance, design, construct, own, operate and maintain the necessary facilities to accomplish this 8 MGD annual average agricultural withdrawal from TCR. If ECFS withdraws from this Agreement pursuant to Section 10, the terms and conditions of this Section 13 shall survive the withdrawal and shall continue to apply.

6.12.1 The Water Suppliers and ECFS agree not to design or operate the TCR/SJR Project in a manner that would adversely impact each other's permitted withdrawals from TCR. ECFS agrees not to design or operate these facilities in a manner that would adversely impact or interfere with Cocoa's ability to withdraw up to 8.83 MGD annual average of water from TCR pursuant to Cocoa's existing CUP No. 2-095-50245-8 granted in furtherance of the 1993 Settlement Agreement.

6.12.2 If ECFS decides to convert the use of all or a portion of this 8 MGD annual average to public water supply, ECFS shall purchase the converted quantity of water from Cocoa or from another Water Supplier implementing Phase 4 of the TCR/SJR Project in a manner similar to ECFS' public water supply allotment or the Joint ECFS/TWA allotment for Osceola County described in Section 7. The Parties shall modify or amend the Wholesale Water Supply Contract and this Agreement to reflect this conversion, and the Committee (including ECFS's representative), by Consensus, may re-evaluate the plans, tools or protocols developed under Section 6.3 of this Agreement. At the Committee's direction, ECFS shall also modify its CUP or CUPs to reduce or eliminate all or a portion of the 8 MGD annual average being converted, or to convert its CUP or CUPs from agricultural to public water supply use. If the Committee decides to modify the Regional Permits to incorporate some or all of the converted 8 MGD annual average, ECFS

shall work with the other Water Suppliers at the Committee's direction, and at a time and in a manner of the Committee's choosing, to correspondingly increase the ability to withdraw additional water for public supply purposes from the TCR pursuant to the Regional Permits.

6.12.3 If ECFS decides to convert the use of all or a portion of this 8 MGD to some use other than agriculture or public supply, ECFS shall send written notice of the conversion to the Committee. ECFS' written notice must explain (a) the quantity or water being converted, (b) the new use for the water, (c) how the conversion will not adversely impact the yield, cost or ability to withdraw water from TCR for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use, and (d) if necessary, any amended plans, tools and protocols to ensure that the conversion will not adversely impact the yield, cost or ability to withdraw water from TCR for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use. No later than ninety (90) days after receipt of this notice, the Committee, minus ECFS's representative, acting through the Committee Chair and acting according to the standard protocol of Section 4.1.5 of this Agreement, shall respond in writing to ECFS stating whether the Committee disagrees with ECFS' conclusion that the conversion will not adversely impact the yield, cost or ability to withdraw water for public supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use. If the Committee indicates disagreement, the Committee's response must indicate the basis for the disagreement, and the actions ECFS can undertake to address the Committee's disagreement. If the Committee does not respond within ninety (90) days, it shall be deemed that the Committee has no disagreement with ECFS' notice. If the Committee notifies ECFS of its disagreement, ECFS shall within sixty (60) days, notify the Committee in writing whether ECFS will revise its conversion to

address the basis for the Committee's disagreement. If ECFS's notice states that ECFS will revise the conversion, ECFS' notice shall also describe the specific actions ECFS will undertake. If ECFS' notice states that it will not revise its conversion, then ECFS and the Committee will follow the process set forth in Section 4.1.5.5 and 4.1.5.6 for selecting engineers and employing a Reviewing Engineer to resolve the disagreement (with references to Cocoa being switched to ECFS), and the Reviewing Engineer shall issue a final written report indicating whether ECFS' proposed conversion will adversely impact the yield, cost or ability to withdraw water for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use and, if such adverse impact will occur, the actions ECFS must undertake to eliminate the adverse impact. If ECFS desires to continue with the conversion, it must undertake any actions outlined in the Reviewing Engineer's final written report unless ECFS and the Committee agree otherwise by Consensus. After the completion of this process, ECFS may proceed to modify its existing CUPs or obtain new CUPs to authorize this conversion. The other Water Suppliers shall not join in these CUP applications or attempt to become co-permittees of these CUPs. The other Water Suppliers shall also not oppose these CUPs so long as the total water quantity allocated through all of the CUPs issued to ECFS to withdraw water from TCR does not exceed 8 MGD on an annual average basis (not counting ECFS's allocation as co-permittee on any Regional Permit).

6.12.4 After ECFS converts the use of all or a portion of this 8 MGD to some use other than agriculture or public supply, the Committee, minus ECFS's representative, may propose that ECFS modify its use and/or an amendment to the plans, tools and protocols in the event that the converted use adversely impacts the yield, cost or ability to withdraw water from TCR for public water supply purposes in a manner that exceeds

the impacts resulting from the existing agricultural use. The Committee shall send written notice to ECFS, which must explain (a) how the conversion adversely impacts the yield, cost or ability to withdraw water from TCR for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use, and (b) describe how ECFS should modify its converted use or provide for amended plans, tools and protocols to ensure that the converted use will not adversely impact the yield, cost or ability to withdraw water from TCR for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use. ECFS shall have ninety (90) days to respond to the notice. No later than ninety (90) days after receipt of this notice, ECFS shall respond in writing to the Committee stating whether ECFS disagrees with the Committee's conclusion that the conversion adversely impacts the yield, cost or ability to withdraw water for public supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use. If ECFS indicates disagreement, ECFS's response must indicate the basis for the disagreement. If ECFS does not respond within ninety (90) days, it shall be deemed that ECFS has no disagreement with the Committee's notice. If the ECFS notifies the Committee of its disagreement, the Committee shall within sixty (60) days, notify ECFS in writing whether the Committee will revise its proposed amendment to the plans, tools and protocols to address the basis for ECFS's disagreement, and shall also describe the specific revisions. If the Committee's notice states that it will not revise its proposed amendment to the plans, tools and protocols, then ECFS and the Committee will follow the process set forth in Sections 4.1.5.5 and 4.1.5.6 for selecting engineers and employing a Reviewing Engineer to resolve the disagreement (with references to Cocoa being switched to ECFS), and the Reviewing Engineer shall issue a final written report indicating whether ECFS's converted use adversely

impacts the yield, cost or ability to withdraw water for public water supply purposes in a manner that exceeds the impacts resulting from the existing agricultural use and, if such adverse impact will occur, the actions ECFS must undertake to eliminate the adverse impact and the corresponding amendments to the plans, tools and protocols. If ECFS desires to continue with its converted use, it must undertake any actions outlined in the Reviewing Engineer's final written report unless ECFS and the Committee agree otherwise by Consensus.

6.12.5 ECFS and the Committee may agree to modify any of the time periods set forth in Section 6.12.3 or 6.12.4 above.

6.12.6 In the event ECFS abandons all or part of its 8 MGD annual average use by water from TCR for agricultural purposes, the portion of this water use abandoned by ECFS shall become a part of the public water supply portion of the TCR/SJR Project and available for use as determined by Consensus of the Water Suppliers. As used in this paragraph, the term "abandon" means ECFS entering into a written document indicating its intent to permanently cease use of some or all of its 8 MGD annual average water use, and does not include any document regarding assignment of that use, or CUPs for that use, to one or more other entities; cessation of that use for a period of time; conversion of some or all of that use to a purpose other than agriculture; or the temporary or permanent cessation of that use in exchange or as part of a regulatory approval to initiate or increase another water use.

6.13 **Project Environmental Permits.** During Phase 1, all Regional Permit related expenses incurred by a Project Administrator pursuant to Section 5.2 of this Agreement, shall be funded in accordance with the TCR/SJR Project Permitting Agreement. After Phase 1, all Environmental Permit related expenses incurred by a TCR/SJR Project Administrator pursuant to Section 5.2 of this Agreement, shall be funded in accordance with the Wholesale Water Supply Contract. All

Environmental Permits associated with a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project shall be funded in accordance with the TCR/SJR Transmission Line Agreement.

6.14 **Project Operations and Maintenance** On a schedule established by each TCR/SJR Committee, the respective TCR/SJR Project Administrator will inform its respective TCR/SJR Committee about the operation of the new water facilities under their supervision, including operational issues. The TCR/SJR Project Administrators shall at all times operate and maintain their portion of the TCR/SJR Project facilities in accordance with Prudent Utility Practices. The TCR/SJR Project Administrators shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to those imposed by the United States Environmental Protection Agency, the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, the Florida Department of Health and the SJRWMD with regards to their portion of the TCR/SJR Project facilities. If new regulatory requirements necessitate capital improvements, the TCR/SJR Project Administrators shall take all necessary actions in conjunction with their respective TCR/SJR Committees to accomplish the same with regards to their portion of the TCR/SJR Project facilities. The TCR/SJR Project Administrators shall be responsible for all regulatory violations, including compliance costs or penalties assessed for same, which arise out of or are solely created through (1) material errors or omissions by its personnel or agents in the day-to-day operations of their portion of the TCR/SJR Project facilities; or, (2) the failure of a TCR/SJR Project Administrator to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or Environmental Permit. The TCR/SJR Project Administrators shall maintain adequate catastrophic insurance on their portion TCR/SJR Project facilities on such terms and amounts as established by each TCR/SJR Project Administrator.

6.15 **Abandonment and Removal**. In the event of TCR/SJR Project Failure, any expenses incurred by a TCR/SJR Project Administrator pursuant to this Agreement related

to the abandonment or removal of their portion of the TCR/SJR Project facilities (other than those facilities used by Cocoa to serve its customers), shall be funded by the participating Parties in proportion to each participating Party's capacity in their portion of the TCR/SJR Project associated with the abandonment or removal expenses.

7. TCR WATER QUANTITY ALLOTMENTS.

7.1 As of the date of this Agreement, the Regional Permits have not been issued for the public water supply portion of the TCR/SJR Project, and thus, the Parties estimated the potential yield of the TCR/SJR Project using the best available surface water modeling information in consultation with SJRWMD staff. The Parties agree to allot water from the TCR/SJR Project based on two different potential scenarios. If the public water supply portion of the TCR/SJR Project is permitted to produce an annual average of 23.67 MGD and ECFS receives one or more CUPs authorizing the withdrawal of 8 MGD annual average from TCR, each Water Supplier's allotment is as set forth in Table 7.1 below.

Table 7.1

PARTIES' ALLOTMENT OF TCR/SJR PROJECT WATER AT 31.67 MGD TOTAL YIELD AND AUTHORIZATION		
Note: The allotments below represent long-term annual average Finished Water and Raw Water rates delivered from the TCR/SJR Project. The allocation sought through Regional Permits and infrastructure capacity required to produce these allotments may be greater than listed.		
Party Name	*General Purpose of Allotment*	*Quantity of Water Allotted (MGD)*
ECFS	Agriculture Irrigation	8
ECFS/TWA*	Public Supply	6.5
OCU	Public Supply	10
OUC	Public Supply	5
Cocoa	Public Supply	2.17

*For all other purposes under this Agreement, 5.0 MGD is allotted to ECFS and 1.5 MGD is allotted to TWA.

If the Regional Permits for the public water supply portion of the TCR/SJR Project authorizes the withdrawal and use of 33.67 MGD annual average and ECFS receives one or more CUPs authorizing the withdrawal of 8 MGD annual average from TCR, each Water Supplier's allotment is as set forth in Table 7.2 below

Table 7.2

PARTIES' ALLOTMENT OF TCR/SJR PROJECT WATER AT 41.67 MGD YIELD AND AUTHORIZATION		
Note: The allotments below represent long-term annual average Finished Water and Raw Water rates delivered from the TCR/SJR Project. The allocation sought through Regional Permits and infrastructure capacity required to produce these allotments may be greater than listed.		
Party Name	*General Purpose of Allotment*	*Quantity of Water Allotted (MGD)*
ECFS	Agriculture Irrigation	8
ECFS/TWA*	Public Supply	6.5
OCU	Public Supply	15
ECFS**	Public Supply	5
OUC	Public Supply	5
Cocoa	Public Supply	2.17

*For all other purposes under this Agreement, 5.0 MGD annual average is allotted to ECFS and 1.5 MGD annual average is allotted to TWA. Thus, ECFS' total public water supply allotment is 10 MGD annual average.

** Any portion of this water that is used in Osceola County shall be considered to be a joint ECFS/TWA allotment.

If the public water supply portion of the TCR/SJR Project is permitted for more than 23.67 MGD annual average, but less than 33.67 MGD annual average, then the quantity between 23.67 and 33.67 MGD annual average will be allotted to OCU and ECFS with each party receiving fifty (50) percent of this quantity. The quantity between 23.67 and 33.67 MGD annual average is considered a part of the public water supply portion of the TCR/SJR Project and not a separate water supply project.

7.2 The allotment of water each Water Supplier shall receive for Phases 3 and 4 of the TCR/SJR Project described in Section 6 of the Agreement shall be the pro rata

share of that Water Supplier's allotment set forth above in Section 7.1 for the total public water supply allocation permitted by the SJRWMD, or as otherwise agreed to by the Water Suppliers by Consensus only.

7.3 If the Regional Permits for the public water supply portion of the TCR/SJR Project authorize the use of 23.67 MGD annual average, but the TCR/SJR Project actually yields during its long term operation a quantity of less than 23.67 MGD annual average, the Water Suppliers will convene to discuss any changes to the TCR/SJR Project and any required changes this the Agreement to increase the TCR/SJR Project yield.

7.4 ECFS will not seek authorization to withdraw and use, nor attempt to withdraw or use, a quantity of water from TCR greater than a total of 8 MGD annual average for either agricultural purposes or such other uses that the water for agricultural purposes may be converted to pursuant to Section 6.12 unless pursuant to an amendment of this Agreement.

7.5 As of the Effective Date, the SJRWMD has issued Cocoa CUP No. 2-095-50245-8 authorizing Cocoa to withdraw and use up to 8.83 MGD annual average from TCR. Cocoa owns, operates and maintains all facilities needed to withdraw this up to 8.83 MGD annual average from the TCR. The Parties acknowledge and agree that Cocoa CUP No. 2-095-50245-8 constitutes a presently existing legal use of water and therefore, Cocoa is not required to amend or modify CUP No. 2-095-50245-8 as part of the implementation of the TCR/SJR Project. Cocoa's withdrawal and use of water from TCR pursuant to the authorization provided by CUP No. 2-095-50245-8 is not considered a part of the TCR/SJR Project. The other Parties will respect and recognize Cocoa's right to use water from TCR pursuant to this CUP, and will take no action in implementing the TCR/SJR Project that interferes with or adversely affect Cocoa's right under CUP No. 2-095-50245-8. CUP No. 2-095-50245-8 shall take priority over any future permits to withdraw water from TCR which may be issued in furtherance of this Agreement and the TCR/SJR Project so long as the conditions on withdrawals and the allocation of water granted under

CUP 2-095-50245-8 in existence on the Effective Date do not change unless pursuant to an amendment to this Agreement. Cocoa may seek to renew or modify CUP No. 2-095-50245-8 so long as Cocoa does not seek to increase its permitted allocation from TCR above the currently permitted 8.83 MGD annual average, or make other changes to CUP No. 2-095-50245-8 that would adversely affect the yield of the TCR/SJR Project or ECFS.

7.6 It is understood by the TCR Water Suppliers that as part of obtaining the Regional Permits for the TCR/SJR Water Supply Project it is necessary to show that the additional water withdrawn from TCR for the TCR/SJR Water Supply Project will not interfere with the above referenced presently permitted usage of the TCR by Cocoa. The Water Suppliers agree not to seek the Regional Permits necessary to implement the TCR/SJR Water Supply Project in any way that would undermine Cocoa's present non-interference rights for its usage of the TCR. Accordingly, as part of any permit application, data submission or hearing of any kind for the implementation of the TCR/SJR Water Supply Project**,** the TCR Water Suppliers will only present data demonstrating that there will be non-interference with Cocoa's present usage rights of the TCR based on the following additional two conditions being present: (a) the TCR/SJR Water Supply Project levee improvements planned by the SJRWMD are completed; and (b) a new regulation schedule based on the TCR Levee improvements is approved by the U.S. Army Corps of Engineers. This provision is premised upon the continued existence of this Agreement and other agreements being in effect, and these agreements providing other non-interference protections to Cocoa such as mitigating TCR water quality/degradation impacts from the addition of TCR waters, protocols, and prioritization of Cocoa's existing 8.83 MGD CUP No. 2-095-50245-8. With respect to the Water Suppliers only, Cocoa agrees that any Regional Permits that are obtained by the Water Suppliers under the TCR/SJR Project Permitting Agreement will not interfere with Cocoa's presently permitted usage of the TCR by Cocoa under CUP No. 2-095-50245-8. If there is a Project Failure after issuance of the

Regional Permits, the Water Suppliers agree that such Regional Permits shall not constitute any type of legal precedent that the withdrawal of water from TCR will not adversely impact Cocoa's existing legal user rights under CUP No. 2-095-50245-8. The parties further agree that no third parties may rely upon this Agreement, the TCR/SJR Project Permitting Agreement, or the issuance of any Regional Permits as legal precedent that the withdrawal of water from TCR will not adversely impact Cocoa's existing legal user rights under CUP No. 2-095-50245-8.

7.7 Each Party will respect every other Party's TCR/SJR Project water allotment and will not do anything to impede any other Water Supplier's ability to permit or use their respective TCR/SJR Project water allotment.

8. TCR/SJR PROJECT REAL PROPERTY RIGHTS AND COMPENSATION FOR SAME

8.1 **Grant of Public Water Supply Storage Easement to Cocoa in Trust**. Within thirty (30) days after execution of this Agreement, FRI will convey to Cocoa the TCR/SJR Easement in Trust. Cocoa will hold the TCR/SJR Easement in Trust for the benefit of the other Water Suppliers, using the trust agreement form specified in the TCR/SJR Project Land Trust Agreement. The real property interest required to meet the public water supply needs of the Water Suppliers from the TCR/SJR Project is met by the TCR/SJR Easement in Trust. In the event of a TCR/SJR Project Failure, the SJRWMD and Cocoa shall have twenty (20) years from the date of that TCR/SJR Project Failure to locate other parties to develop the TCR/SJR Project pursuant to the terms of the TCR/SJR Easement in Trust and the other TCR/SJR Project Agreements [as specified in the TCR/SJR Easement in Trust and accompanying TCR/SJR Project Land Trust Agreement]. In the event additional or substitute lands are needed for the intake or outfall structures easement portion of Exhibit B to the TCR/SJR Easement in Trust, Cocoa acting as Project Administrator may acquire an option and/or easement for such intake or outfall structures pursuant to Section 8.5 of this Agreement.

8.2 **Annual Payment to FRI for Use of Land Beneath TCR**.

8.2.1 FRI owns in fee simple the land located below the TCR maximum standing pool elevation established by the U.S. Army Corps of Engineers for TCR to allow TCR to be used for public water supply. To allow the flowage, storage and withdraw of water on FRI's lands for public water supply purposes associated with the TCR/SJR Project, FRI will grant to Cocoa the above referenced TCR/SJR Easement in Trust. To compensate FRI for granting the TCR/SJR Easement in Trust, beginning on the date specified below, Cocoa agrees to pay FRI the Annual Storage Fee Payment. Beginning on January 1 of the next calendar year after the year this Agreement is executed and on January 1 of every subsequent year, the TCR Per Acre Amount shall adjust annually with the Gross Domestic Product Implicit Price Deflator Index (GDPIPD) prepared by the U.S. Department of Commerce; provided that the maximum per annum escalation shall not exceed four (4%) percent. This GDPIPD adjustment shall apply to the time period occurring prior to Cocoa making the first annual fee payment to FRI. If at any time the GDPIPD no longer becomes available, the TCR Per Acre Amount shall then be adjusted annually by a successor index, if available, or if not available then by another index that most closely approximates the GDPIPD. The adjustment of the TCR Per Acre Amount is independent of any adjustments made for storage fee payments by Cocoa under the 1993 Settlement Agreement.

8.2.2 Cocoa must make the first Annual Storage Fee Payment to FRI by 5:00 p.m. on January 1st of the year following the year Cocoa begins selling water to one or more of the other Water Suppliers under the Wholesale Water Supply Contract. Cocoa's first Annual Storage Fee Payment shall be prorated in proportion to the percentage number of days remaining in the year on the first date when Cocoa is selling water to one or more of the other Water Suppliers. Thereafter, Cocoa shall transmit each Annual

Storage Fee Payment to FRI on January 1 of the following calendar year. The payment must be made by wire transfer or direct deposit to an account FRI specifies in writing.

8.2.3 To calculate the Annual Storage Fee Payment, FRI will determine from the Corps the then existing TCR maximum standing pool elevation, determine the acreage located below the TCR maximum standing pool elevation using the best available topographic information, multiply that acreage by the then existing TCR Per Acre Amount to derive the Annual Storage Fee Payment Cocoa must pay for that year, and notify the Water Suppliers in writing by May 1st of each calendar year. The Water Suppliers then have forty-five (45) days to notify FRI in writing if they disagree with FRI's determination of the Annual Storage Fee Payment for that year. If no Water Supplier notifies FRI of a disagreement with the Annual Storage Fee Payment within this 45 day time period, Cocoa shall pay that amount. If one or more Water Suppliers notifies FRI they disagree with the Annual Storage Fee Payment, that Water Supplier's notice must specifically state why the Annual Storage Fee Payment is incorrect and set forth the Annual Storage Fee Payment that Water Supplier believes to be correct along with data and analysis supporting the same. In such case, within the next thirty (30) days, representatives from FRI and the Water Suppliers shall confer and attempt to resolve the dispute over the Annual Storage Fee Payment. If the Parties cannot resolve the Annual Storage Fee Payment dispute within this 30 day period, and do not agree to extend the 30 day period, then FRI's determination will prevail and Cocoa shall pay this amount, which Cocoa may indicate is made under protest. If payment is made under protest, then the Water Suppliers shall have the dispute resolved by having the acreage located below the then existing TCR maximum standing pool elevation determined by a surveyor and mapper, licensed in the State of Florida, of their choosing and at their expense. The amount paid under

protest shall then be adjusted based upon the determination by the surveyor and mapper, and the difference shall be paid by Cocoa or refunded by FRI, as appropriate, in a timely manner.

8.2.4 The Water Suppliers will pay the Annual Storage Fee Payment as specified in the Wholesale Water Supply Contract. ECFS will pay its share of the Annual Storage Fee Payment based on ECFS' share of the TCR/SJR Project public water supply. ECFS shall not pay any share of the storage fee for the 8 MGD annual average allotment for agricultural purposes. If ECFS converts some or all of this 8 MGD annual average allotment for agricultural purposes to public water supply, ECFS will pay its share of the Annual Storage Fee Payment for the quantity converted to public water supply.

8.2.5 After the first Annual Storage Fee Payment, if there is a TCR/SJR Project Failure, the Annual Storage Fee Payment shall cease to be in effect and Cocoa shall cease to pay the Annual Storage Fee Payment. During the time period of TCR/SJR Project Failure, the Annual Storage Fee Payments do not accrue although the TCR Per Acre Amount will continue to adjust pursuant to Section 8.2.1. If the SJRWMD and Cocoa locate substitute parties who begin receiving water from the TCR/SJR Project, the Annual Storage Fee Payment will resume effect and Cocoa shall resume paying the Annual Storage Fee Payment upon resuming TCR/SJR Project water sales.

8.2.6 The Water Suppliers intend and desire that the TCR regulation schedule should not take effect and be implemented such that the maximum standing pool elevation is set above 43' NGVD until Phase 3 of the TCR/SJR Project.

8.2.7 If the Annual Storage Fee Payment is not in effect, the TCR regulation schedule must not be in effect and implemented such that the maximum standing pool elevation is set above 43' NGVD, unless otherwise agreed to by FRI. In the event of a Project Failure, Cocoa and the other Water

Suppliers will support any requests or directions by FRI, and must not interfere with or oppose FRI, Cocoa or the SJRWMD's efforts, to have the TCR regulation schedule in effect and implemented such that the maximum standing pool elevation is not set above 43' NGVD.

8.2.8 The Water Suppliers intend and desire that the TCR regulation schedule should not take effect and be implemented such that the maximum standing pool elevation is set above 46' NGVD. No Water Supplier will request a TCR regulation schedule higher than 46' NGVD maximum standing pool elevation unless agreed to by Consensus of all the Water Suppliers. If FRI requests, Cocoa and the other Water Suppliers will support any requests or directions by FRI, and must not interfere with or oppose FRI, Cocoa or the SJRWMD's efforts, to have the TCR regulation schedule in effect and implemented such that the maximum standing pool elevation is not set above 46' NGVD, unless agreed to by Consensus of all the Water Suppliers. If the U.S. Army Corps of Engineers implements a TCR regulation schedule maximum standing pool elevation higher than 46' NGVD for water supply, the Annual Storage Fee Payment will be increased based upon the Consensus decision of the Water Suppliers.

8.2.9 FRI, its successors or assigns, may assign, pledge or secure all or a part of the Annual Storage Fee Payment.

8.3 **Annual Payments Established to Settle Potential Dispute.** The Annual Storage Fee Payment set forth herein is established as a means of settling a potential dispute between the Parties involving numerous issues such as, but not limited to, potential allocation of water, cooperation in developing a regional water supply project, and property rights, and is not intended by any Party to be a statement estimation or analysis of the value of the land located beneath the TCR or to be a statement, estimation or analysis of the value of land in the area surrounding TCR.

8.4 **Cocoa's Public Water Supply Usage Fee and Rights to Store Water on FRI's Land for Existing 8.83 MGD Use.** Any legal property right authorization Cocoa requires

to store or flow water on FRI's lands in TCR for public water supply to meet the needs of Cocoa's existing up to 8.83 MGD annual average allocation from TCR authorized pursuant to CUP No. 2-095-50245-8, and any obligation of Cocoa to compensate FRI for such authorization shall be governed by the 1993 Settlement Agreement. Cocoa's obligation to pay FRI a fee to store or flow water in TCR for public water supply pursuant to Cocoa's allotment of the TCR/SJR Project described in Section 7 shall be governed by Section 8.2 of this Agreement.

8.5 **Obtaining Easements from FRI**. If easements are needed over lands owned by FRI, other than the TCR/SJR Easement in Trust referenced above or any other easement to store or flow water in TCR on FRI's land, a TCR/SJR Project Administrator or a Pipeline Administrator under the TCR/SJR Transmission Line Agreement, may acquire appropriate easements over those lands from FRI by one of the following means: (a) purchase of the easement right at fair market value based on an appraisal prepared by an appraiser selected by the TCR/SJR Project Administrator or the Pipeline Administrator, as the case may be, using an agreed upon appraisal method; or (b) obtaining an option to purchase the easement right at fair market value determined by an appraiser selected by the TCR/SJR Project Administrator or the Pipeline Administrator, as the case may be, using an agreed upon appraisal method. The TCR/SJR Project Administrator's or the Pipeline Administrator's right to acquire an easement or an option to purchase the easement right under this Section 8.5 shall not be considered an encumbrance on, or running with, any land until such time as the TCR/SJR Project Administrator or the Pipeline Administrator either (a) enters into an option contract with FRI; or (b) enters into a contract to purchase an easement with FRI. Until the occurrence of either (a) or (b), none of the land owned by FRI shall be considered restricted in any way by the provisions of this Section 8.5, and FRI may convey, alienate, pledge, use or encumber said lands in any way without limitation even if such conveyance, alienation, pledge, use or encumbrance deprives the TCR/SJR Project Administrator or Pipeline Administrator of the opportunity to subsequently

acquire an easement or easement option or impairs an easement or easement option acquired by the TCR/SJR Project Administrator or Pipeline Administrator.

8.5.1 To acquire an option under Section 8.5.1 of this Agreement, a TCR/SJR Project Administrator or a Pipeline Administrator under the TCR/SJR Transmission Line Agreement and FRI shall employ the following procedures:

8.5.1.1 The TCR/SJR Project Administrator or Pipeline Administrator shall send a proposed option contract to FRI. The TCR/SJR Project Administrator's or Pipeline Administrator's correspondence transmitting the option contract shall also explain the need for the easement to be obtained by the option. The option contract shall set forth the option price the TCR/SJR Project Administrator or the Pipeline Administrator proposes to pay FRI which shall be 10% of the fair market value of the easement interest the TCR/SJR Project Administrator or Pipeline Administrator seeks the right to acquire. The TCR/SJR Project Administrator or Pipeline Administrator shall also send FRI a copy of the appraisal upon which the TCR/SJR Project Administrator or Pipeline Administrator based the fair market value used to determine the 10% option payment.

8.5.1.2 No later than ninety (90) days after receipt of the option contract and accompanying information, FRI shall review the same and provide any comments or suggested changes on the easement documents back to the TCR/SJR Project Administrator or Pipeline Administrator, at which point FRI and the TCR/SJR Project Administrator or Pipeline Administrator shall negotiate the terms of the option contract. If FRI has no comments or suggested changes, FRI shall sign the option contract, return the contract to the TCR/SJR Project Administrator or Pipeline Administrator to transmit the option payment to FRI.

8.5.1.3 If FRI disagrees with the fair market value established by the TCR/SJR Project Administrator's or Pipeline Administrator's appraiser, then within this ninety (90) day period, FRI shall notify the TCR/SJR Project Administrator or Pipeline Administrator of this disagreement and that FRI is obtaining its own appraisal of the fair market value. FRI shall have one hundred eighty (180) days to select its own appraiser, prepare an appraisal, and transmit that appraisal to the TCR/SJR Project Administrator or Pipeline Administrator. If the TCR/SJR Project Administrator's or Pipeline Administrator's and FRI's appraisals differ by 20% or less, the fair market value shall be deemed to be the average of the TCR/SJR Project Administrator's or Pipeline Administrator's and FRI's appraisals. If the TCR/SJR Project Administrator's or Pipeline Administrator's and FRI's appraisals differ by more than 20%, the fair market value shall be determined by a review appraiser selected by the Project Administrator's or Pipeline Administrator's and FRI's appraisers. The TCR/SJR Project Administrator or Pipeline Administrator and FRI will bear the cost of the review appraiser equally. The TCR/SJR Project Administrator or Pipeline Administrator and FRI shall agree upon a reasonable time period to select the review appraiser and for the review appraiser to establish the fair market value. Within a reasonable time after receiving an appraisal from the reviewing appraiser, the TCR/SJR Project Administrator or Pipeline Administrator and FRI shall revise the option contract to reflect any change in the option price and execute the same.

8.5.1.4 The option payment is nonrefundable, and the remaining purchase price must be paid at the closing on the easement conveyance and must be adjusted based upon re-appraisal at time of purchase. If

the TCR/SJR Project Administrator or Pipeline Administrator fails to pay the full purchase price on an option by the date occurring five (5) years from the date of the option conveyance, the option shall be deemed to lapse and FRI shall retain the 10% nonrefundable option payment. The TCR/SJR Project Administrator or Pipeline Administrator shall pay any appraisal, surveying, documentary stamp tax, document recording or legal costs FRI incurs in conveying these easements, other than FRI's appraisal costs to determine fair market value in the event of a dispute.

8.5.2 To acquire an easement real property interest under this Section 8.5.2 of this Agreement, a TCR/SJR Project Administrator or a Pipeline Administrator under the TCR/SJR Transmission Line Agreement and FRI shall employ the following procedures:

8.5.2.1 The TCR/SJR Project Administrator or Pipeline Administrator shall prepare a proposed easement document and accompanying legal description and surveyor's sketch of the land to be encumbered by the easement and submit the same to FRI's representative for review and approval. The TCR/SJR Project Administrator's or Pipeline Administrator's correspondence transmitting the easement document shall also explain the need for the requested easement, indicate the purchasing price the TCR/SJR Project Administrator or Pipeline Administrator will pay FRI for the easement, and include a copy of the appraisal upon which the TCR/SJR Project Administrator or Pipeline Administrator based the fair market value and purchase price.

8.5.2.2 No later than ninety (90) days after receipt of the easement document and accompanying information, FRI shall review the same and provide any comments or suggested changes on the easement documents back to the TCR/SJR Project Administrator or

Pipeline Administrator, at which point FRI and the TCR/SJR Project Administrator or the Pipeline Administrator shall negotiate the terms of the easement documents. If FRI disagrees with the fair market value established by the TCR/SJR Project Administrator's or Pipeline Administrator's appraiser, then within this ninety (90) day period, FRI shall notify the TCR/SJR Project Administrator or Pipeline Administrator of this disagreement and that FRI is obtaining its own appraisal of the fair market value.

8.5.2.3 If FRI provides comments to the TCR/SJR Project Administrator or Pipeline Administrator on the easement documentation, the TCR/SJR Project Administrator or Pipeline Administrator shall use reasonable efforts to incorporate FRI's comments.

8.5.2.4 If FRI disagrees with the fair market value established by the TCR/SJR Project Administrator's or TCR/SJR Pipeline Administrator's appraiser, then FRI shall have one hundred eighty (180) days to select its own appraiser, prepare an appraisal, and transmit that appraisal to the TCR/SJR Project Administrator or Pipeline Administrator. If the TCR/SJR Project Administrator's or the Pipeline Administrator's and FRI's appraisals differ by 20% or less, the fair market value shall be deemed to be the average of the TCR/SJR Project Administrator's or Pipeline Administrator's and FRI's appraisals. If the TCR/SJR Project Administrator's or Pipeline Administrator's and FRI's appraisals differ by more than 20%, the fair market value shall be determined by a review appraiser selected by the TCR/SJR Project Administrator's or Pipeline Administrator's and FRI's appraisers unless the TCR/SJR Project Administrator or Pipeline Administrator and FRI agree otherwise. The TCR/SJR Project Administrator or Pipeline Administrator and FRI will bear the cost of the review appraiser equally. The TCR/SJR

Project Administrator or Pipeline Administrator and FRI shall agree upon a reasonable time period to select the review appraiser and for the review appraiser to establish the fair market value.

8.5.2.5 After the TCR/SJR Project Administrator or Pipeline Administrator and FRI finish negotiating the terms of the easement documents, and after the fair market value is established by a review appraiser, if any, FRI and the TCR/SJR Project Administrator or Pipeline Administrator shall contact each other and establish a mutually acceptable time and location to close on the easement. At least two (2) days prior to closing, the TCR/SJR Project Administrator or Pipeline Administrator shall provide FRI a closing statement which shall indicate all of the costs associated with acquisition of the easement, and shall indicate that the TCR/SJR Project Administrator or Pipeline Administrator is paying the purchase price as well as all of the costs associated with acquisition of the easement, including preparation and recording costs (except half of any reviewing appraiser's costs as described above).

8.5.3 In any specific easement acquisition transaction, the TCR/SJR Project Administrator or Pipeline Administrator and FRI may agree to: (a) alter, extend or waive any of the timeframes set forth in this Section 8.5; (b) to use a price for the easement that is different from the average of the two appraisals (in the case of the appraisals varying by less than 20%); and (c) to waive the requirement for a review appraiser (in the case of the appraisals varying by more than 20%) and use an agreed upon price for the easement.

8.6 **Reclassification of the TCR and Associated Watershed and St. Johns River in the Vicinity of TCR.**

8.6.1 Except as provided below, no Party shall request or initiate reclassification of the TCR Waters to Class I Waters pursuant to chapter 403, Florida

Statutes, or chapter 62-302, Florida Administrative Code, or successor statutes or regulations or any similar or more restrictive statutory, regulatory or administrative classification during the term of this Agreement without the Consensus agreement of the Parties. However, one or more of the Water Suppliers may request or initiate reclassification of the TCR Waters pursuant to the provisions of section 403.061(29)(b), Florida Statutes (2016), and any administrative rules adopted to implement that subsection; and FRI agrees not to object to reclassification of the TCR Waters provided such reclassification is consistent with section 403.061(29)(b), Florida Statutes (2016). However, FRI reserves the right to contest whether any rule or other administrative action is consistent with section 403.061(29)(b), Florida Statutes (2016).

8.6.2 No Party shall request or initiate reclassification of TCR Waters to Class III-Limited, Class IV or Class V Waters pursuant to chapter 403, Florida Statutes, or chapter 62-302, Florida Administrative Code, or successor statutes or regulations or any similar or less protective statutory, regulatory or administrative classification during the terms of this Agreement without the Consensus agreement of the Parties.

9. CONTINUATION AND EXPANSION OF LAND USE IN TCR WATERSHED AND ON LANDS DRAINING TO ST JOHNS RIVER IN VICINITY OF TCR.

9.1 As of the date of this Agreement, FRI owns the majority of the lands within the TCR watershed and the lands that drain eastward to the SJR in the vicinity of TCR. The Parties understand that part of FRI's willingness to enter into the Agreement is the premise that the TCR/SJR Project does not provide a basis for the imposition of additional restrictions on FRI's ability to use its lands. Nothing in this Agreement shall be construed to limit FRI's ability to use these lands for purposes which FRI has historically used these lands nor be construed to limit FRI's ability, or any successor entity's ability, to use these lands for different and more intensive purposes in the future provided, however, FRI shall not use these lands in a

manner that may result in the introduction of hazardous or toxic substances or other similar contaminants to TCR that would make the use of water from TCR for public water supply purposes economically impracticable. In addition, if the Florida Department of Environmental Protection, or its successor entity, reclassifies TCR pursuant to the provisions of section 403.061(29)(b), Florida Statutes (2016) then the limitation on FRI's use of its lands regarding hazardous or toxic substances or other similar contaminants referenced in the preceding sentence shall no longer be in effect. The Parties agree not to use the existence of the TCR/SJR Project nor ECFS' or FRI's agreement to participate in this Agreement or participation in the TCR/SJR Project as an indication of ECFS or FRI's consent or willingness to be subject to additional restrictions limiting FRI's use or any successor entity's use of these lands. This obligation extends to, but is not limited to, FRI and Osceola County's North Ranch Sector Plan.

9.2 Prior to any reclassification of TCR pursuant to section 403.061(29)(b), Florida Statutes (2016) the requirement for FRI to use its lands in a manner that would not introduce hazardous or toxic substances or similar contaminants into TCR that would make use of water from TCR for public water supply purposes economically impracticable in section 9.1 may be enforced through this Agreement. After any reclassification of TCR pursuant to section 403.061(29)(b), Florida Statutes (2016) nothing in this Agreement shall be construed to empower any Party to enforce a land use restriction against FRI through this Agreement. Instead, the Parties shall have whatever rights, if any, of enforcing a land use restriction against FRI that would have existed absent this Agreement. FRI also retains any rights it would have to oppose such enforcement that would have existed absent this Agreement.

9.3 Nothing in this Agreement shall be construed as a waiver of the police powers or regulatory authority of any Party having such powers or authority. No rights are created as a result of this Agreement, the expenditure of funds pursuant to this Agreement, or any work performed hereunder, through which a Party may claim

any entitlement to any regulatory permit or governmental approval that may be required in order to effectuate this Agreement.

10. WITHDRAWAL OF A WATER SUPPLIER FROM THIS AGREEMENT.

10.1 **Withdrawal Prior To Commitment.** Prior to Commitment, any Water Supplier may, at its option and upon written notice to all other Parties, withdraw from further participation in the Agreement. A Water Supplier that withdraws from the Agreement prior to Commitment shall forfeit or surrender its public water supply allotment set forth in Section 7 herein. In such event, the Agreement will be modified to reflect an amendment to the then applicable Tables 7.1 or 7.2 to reflect the public water supply allotments among the remaining Water Suppliers, except that ECFS's 8 MGD allotment for agricultural purposes shall remain. However, if ECFS withdraws from this Agreement, ECFS shall retain its 8 MGD allotment for agricultural purposes as set forth in Tables 7.1 and 7.2 and all other terms and conditions of the Agreement regarding that 8 MGD allotment shall continue to apply. A withdrawing Water Supplier shall, upon notice by the Project Administrator, apply to withdraw from any Environmental Permits issued in its name and shall not oppose or challenge any CUP modification to reallocate their water allotment to the remaining Water Suppliers, or oppose or challenge any of the Environmental Permits. A Water Supplier that has withdrawn prior to commitment shall not seek a CUP to withdraw water from TCR for a period of five (5) years from the date of its withdrawal pursuant to this Section, except that ECFS may seek one or more CUPs for its 8 MGD allotment as set forth in Tables 7.1 and 7.2 subject to the other terms and conditions of this Agreement regarding this allotment. A withdrawing Water Supplier shall remain liable for payment of its share of costs related to a contract between a TCR/SJR Project Administrator and a third party which has been executed by a TCR/SJR Project Administrator prior to that Water Supplier's withdrawal. Finally, upon delivery of the notice of withdrawal, the withdrawing Water Supplier shall no longer participate in the

TCR/SJR Project and on the Committee. The provisions of this section shall survive the termination of this Agreement.

10.2 **Withdrawal After Commitment**. After Commitment, a Water Supplier may, at its option and upon written notice to all other Parties, withdraw from further participation in the Agreement. A Water Supplier that withdraws from the Agreement after Commitment shall forfeit or surrender its public water supply allotment set forth in Section 7 herein. In such event, the Agreement will be modified to reflect an amendment to the then applicable Tables 7.1 or 7.2 to reflect the public water supply allotments among the remaining Water Suppliers, except that ECFS's 8 MGD allotment for agricultural purposes shall remain. However, if ECFS withdraws from this Agreement, ECFS shall retain its 8 MGD allotment for agricultural purposes as set forth in Tables 7.1 and 7.2 and all other terms and conditions of the Agreement regarding that 8 MGD allotment shall continue to apply. A withdrawing Water Supplier shall, upon notice by a TCR/SJR Project Administrator, as the case may be, apply to withdraw from any Environmental Permits issued in its name, and shall not oppose or challenge any CUP modification to reallocate their water allotment to the remaining Water Suppliers. A withdrawing Water Supplier shall not develop any facilities or seek a CUP to withdraw water from TCR for public water supply purposes either on their own or with any entity other than Cocoa or ECFS. However, ECFS may seek one or more CUPs and develop facilities for its 8 MGD allotment as set forth in Tables 7.1 and 7.2 subject to the other terms and conditions of this Agreement regarding this allotment. A withdrawing Water Supplier shall remain liable for payment of its share of costs related to a contract between a TCR/SJR Project Administrator and a third party which has been executed by a TCR/SJR Project Administrator prior to that Water Supplier's withdrawal. Finally, upon delivery of the notice of withdrawal, the withdrawing Water Supplier shall no longer participate in the

TCR/SJR Project and on any TCR/SJR Committee. The provisions of this section shall survive the termination of this Agreement.

11. SUBSTITUTION OF PARTIES, ASSIGNMENT OF THIS AGREEMENT, AND CONVEYANCE TO OTHER WATER SUPPLIERS.

11.1 **Substitution.** As a matter of right, a new party may be substituted for an existing Party if the new party agrees to enter into this Agreement and fully perform all obligations of the existing Party. Prior to the substitution taking effect, the existing Party must notify the other existing Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of the substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provisions shall not apply when one existing Party is substituted for another existing Party.

11.2 **Assignment.** As a matter of right, this Agreement may be assigned by an existing Party, in part, to a new party if the new party agrees to enter into this Agreement and fully perform all assigned obligations of the existing Party. Prior to the assignment taking effect, the existing Party must notify the other existing Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Parties accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Parties shall be considered to have waived their right of first

refusal. The preceding right of first refusal provisions shall not apply when one Party makes an assignment to another existing Party.

11.3 **Conveyance to Other Water Suppliers.** Except as may be constrained by any Environmental Permit or other applicable governmental regulatory program, any Water Supplier may voluntarily and by agreement sell, grant, divest, lease, or otherwise convey or forego all or a portion of its allotment to one or more other Water Suppliers on a temporary or permanent basis. This includes ECFS agreeing to convey or forego all or a portion of its allotment for agricultural purposes on a daily, monthly, seasonal or yearly basis to facilitate TCR water level management or the management of the water quality in TCR. The terms of any such allotment conveyance shall be decided by the Water Suppliers who are parties to such allotment conveyance at the time of such agreement. Any Water Supplier temporarily agreeing to convey all or a portion of its allotment shall not be considered to have abandoned its use of said allotment and no other Water Supplier shall take any action to divest the conveying Water Supplier of any portion of its allotment, except as may be necessary to enforce the agreement to convey said allotment. The conveyance of all or a part of a water allotment between Water Suppliers shall be in writing and shall set forth all rights and obligations that are being transferred as part of the conveyance, and a copy of this written document shall be provided to all the Parties in the manner set forth in Section 19.

12. FRI'S OBLIGATIONS RUNNING WITH THE LAND. FRI's agreements, commitments, obligations and representations identified in this Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement and shall bind any subsequent owner of that real property owned by FRI or any portion thereof. Immediately upon the Effective Date, the Parties shall execute the Notice of Agreement attached hereto as **Exhibit I**. The Notice of Agreement shall be recorded at the Project Administrator's sole expense in the official records of Orange

County, Florida and Osceola County, Florida. The Water Suppliers agree to release their rights under this Section 12, whenever FRI conveys its real property or any portion thereof to a third party; provided, the third party agrees to be bound by FRI's agreements, commitments, obligations and representations identified in this Agreement, as covenants running with the property purchased from FRI and further agrees to execute a new Notice of Agreement reflecting said covenants in the official records of Orange County, Florida and Osceola County, Florida. No later than thirty (30) days after the grant by FRI to Cocoa of the TCR/SJR Easement in Trust for the benefit of the other Water Suppliers, acquisition of the final easement interests over real property required by this Agreement, the TCR/SJR Project Permitting Agreement, the TCR/SJR Finished Water Transmission Line Agreement, and after reclassification of TCR pursuant to subsection 403.061(29)(b), Florida Statutes (2016), or upon satisfaction or termination of this Agreement, the Project Administrator shall execute and record the Notice of Satisfaction or Terminating Agreement attached hereto as **Exhibit J** in the official records of Orange County, Florida and Osceola County, Florida.

13. APPLICATION FOR FUNDING. The Parties may cooperatively seek funding for TCR/SJR Project activities under this Agreement from federal, state, regional and local revenue sources, including, but not limited to cooperative funding from water management districts. Any funding sought pursuant to this Section shall be applied for by a TCR/SJR Project Administrator, as the case may be, on behalf of the Parties, or by the Parties jointly, or by one of the Parties with Consensus approval. No Party shall interfere with any other Party seeking these funds; however, this would not prohibit the TCR/SJR Project Administrators from competing for the same funds, or prohibit the Parties from seeking the same funds or other funds for non-TCR/SJR Projects. Any funding received for the TCR/SJR Project shall be applied to the benefit of all of the Parties. Applications for funding related to a TCR/SJR Finished Water Transmission Line or TCR/SJR Raw Water Transmission Line shall be governed by the TCR/SJR Transmission Line Agreement.

14. ENVIRONMENTAL PERMITS.

14.1 The Parties shall cooperate with each other and no Party shall interfere with another Party's ability to obtain, maintain and comply with all Environmental Permits necessary to construct, manage and operate the TCR/SJR Project.

14.2 Parties shall not submit any information to regulatory agencies that conflicts with information submitted by a TCR/SJR Project Administrator, as the case may be, on behalf of the Parties in support of any permit application for Environmental Permits for the TCR/SJR Project.

14.3 Except as provided in Sections 5.2.17, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any permit sought by a TCR/SJR Project Administrator, as the case may be, on behalf of the Parties for the TCR/SJR Project.

15. CONSTRUCTION, MANAGEMENT AND OPERATION OF WATER SYSTEMS. The Parties shall cooperate with each other and no Party shall interfere with a TCR/SJR Project Administrator's ability to construct, manage and operate a TCR/SJR Project.

16. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently design, permit or construct any portion of the TCR/SJR Project outside of the process described herein.

17. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

18. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

19. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's TCR/SJR Committee Member or Conflict Committee Member by email. A copy shall also be sent to all other Parties by U.S. Mail and by email to the Party's TCR/SJR Committee Member, or Conflict Committee Member. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to COCOA:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922
	City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to ORANGE COUNTY:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
	County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802

As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping Green & Sams P.O. Box 6526 Tallahassee, Florida 32314
As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With copy to:	Hopping Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

20. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.
21. WAIVER. No failure by a Party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement.

22. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR. This Agreement shall supersede and replace the Memorandum of Agreement, unless a TCR/SJR Project Failure occurs.

23. GOVERNING LAW AND VENUE. The Parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

24. LIABILITY AND INSURANCE.

    24.1 **Sovereign Immunity**. Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to a TCR/SJR Project Administrator and that only the TCR/SJR Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the TCR/SJR Project Administrator expressly

agree to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the TCR/SJR Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the TCR/SJR Project Administrator's obligations under this Agreement.

24.2 **Indemnification.** All contracts and subcontracts for any work, goods and/or services related to the TCR/SJR Project must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), sub-consultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement or work and access to any of the property of the Parties.

24.3 **Insurance.** All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The TCR/SJR Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the TCR/SJR Project Administrator shall use all reasonable efforts to incorporate FRI's comments into the contracts and sub-contracts as applicable.

25. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

26. CONSTRUCTION OF AGREEMENT.

26.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

26.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."

26.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

26.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

26.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

26.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, including the other TCR/SJR Project Agreements, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of an Exhibit, the provision in this Agreement shall prevail.

26.7 In the event of a conflict between a decision of a TCR/SJR Committee regarding the TCR/SJR Project and a decision under the TCR/SJR Transmission Line Agreement, the decision of the TCR/SJR Committee will control regarding the design, construction, operation, or maintenance of the TCR/SJR Project.

26.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

27. EFFECTIVE DATE. The Effective Date of this Agreement is the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. The Project Administrator shall memorialize the Effective Date and shall provide a notice of the Effective Date to all Parties.

28. TERM AND TERMINATION. The term of this Agreement commences upon its Effective Date and shall remain in effect in perpetuity unless terminated upon Consensus in writing by all of the Parties.

29. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

30. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

31. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement

shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

32. DEFAULT AND REMEDY.

32.1 **Default.** Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a Default under this Agreement.

32.2 **Notice of Default and Opportunity to Cure.** Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 18, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

32.3 **Remedy for Default.** For any Default not cured as provided in Section 31.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.

32.4 **Mediation**. Prior to seeking any remedy for a Default as provided in Section 32.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the

extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted expeditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

32.5 **Force Majeure Event**. In the event that performance of this Agreement by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

33. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings against another Party, arising out of, based on, or related to, this Agreement. The foregoing notwithstanding, this provision shall not prevent a TCR/SJR Project Administrator from collecting attorney's fees, costs, and expenses incurred by a TCR/SJR Project Administrator pursuant to Section 5.2 of this Agreement in accordance with the Wholesale Water Supply Contract.

34. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

34.1 **Parties' Common Interest**. The Parties have a common interest in implementing and operating the TCR/SJR Project in accordance with the terms of this Agreement. To protect this common interest, the Parties shall establish and

operate under a common interest arrangement concerning third party legal challenges to any activity specified in this Agreement.

34.2 **Sharing Confidential Information with Other Parties**. No Party is required to, but may in their respective sole discretion, share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

34.3 **Using Confidential Information from Another Party**. Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who are bound by the restrictions on use as specified in this Agreement.

34.4 **Disclosure of Confidential Information to Third Parties**. If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public records request or otherwise, any or all of the Confidential Information or any other documents or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert any and all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of

Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the disclosure of the Confidential Information, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes, and is not otherwise exempt from production, the originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes, or other applicable requests for disclosure shall not be deemed to have violated this section.

35. AUTHORITY**.** This Agreement is entered into by Parties under the following authorities:

35.1 **OCU**. OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a), and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

35.2 **OUC**. OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

35.3 **TWA**. TWA, an independent special district created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.

35.4 **ECFS**. ECFS enters into this Agreement under the authority of its corporate charter.

35.5 **FRI**. FRI enters into this Agreement under the authority of its corporate charter.

35.6 **COCOA.** Cocoa, a Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021, 180.02, Florida Statutes and chapter 57-1232, Laws of Florida.

36. MISCELLANEOUS PROVISIONS.

36.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

36.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

_____

Print Name

_____

ORLANDO UTILITIES COMMISSION

By: _____

Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Tohopekaliga Water Authority

TOHOPEKALIGA WATER AUTHORITY,
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

(SEAL)

By:_____
Tom E. White, Vice Chair
Board of Supervisors

Date:_____

ATTEST:

_____
Clarence L. Thacker, Secretary
Board of Supervisors

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____

Title: _____

Attest: _____

Date: _____

Approved as to Form:

_____

Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: _____

Title: _____

Attest: _____

Date: _____

Approved as to Form:

_____

Attorney

EXHIBIT A

1993 Settlement Agreement

EXHIBIT B

Flowage Easement Litigation Settlement Agreement

EXHIBIT C

TCR Waters

EXHIBIT D

TCR/SJR Easement in Trust

EXHIBIT E

TCR/SJR Easement in Trust Agreement

EXHIBIT F

TCR/SJR Project Permitting Agreement

EXHIBIT G

TCR/SJR Transmission Line Agreement

EXHIBIT H

Wholesale Water Supply Contract

EXHIBIT I

Notice of Agreement

EXHIBIT J

Notice of Satisfaction or Terminating Agreement

Final Signature Version

EXHIBIT I OF GIA - NOTICE OF AGREEMENT

This instrument prepared by
and record and return to:
_____
_____
_____
_____

NOTICE OF AGREEMENT

This Notice of Agreements (this "**Notice**") is made and entered into this _____ day of_____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC**., a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA"), and **FARMLAND RESERVE, INC**., a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI). For good and valuable consideration, the Parties agree to the provisions contained in this Notice.

The Water Suppliers are jointly undertaking the TCR/SJR Project, defined in the various agreements listed below as a regional alternative water supply project withdrawing surface water from Taylor Creek Reservoir ("TCR") and, in the future, the St. Johns River ("SJR") for public water supply and agricultural purposes as more specifically stated in the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement. As used in this document, the capitalized terms shall have the same meaning as set forth in the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement. The TCR/SJR Project includes raw water intake(s), raw water transmission main(s), potable water treatment, storage and transmission facilities, TCR Levee Improvements and modification of the regulation schedule for TCR, and necessary land acquisition as defined as described in the agreements listed below. The TCR/SJR Project impacts the land under the TCR itself as well as certain lands draining into the TCR or surrounding TCR, which are more specifically listed on Exhibit A hereto.

To effectuate the TCR/SJR Project, the Parties have entered into the agreements listed below. Some but not all of the responsibilities in these agreements affect land FRI owns. The purpose of this document is to notify third parties of the existence of the specific provisions of these agreements that may potentially affect land owned by FRI in Orange and Osceola Counties as of the Effective Date of these agreements as further limited by the depiction or description in Composite Exhibit A attached hereto and incorporated herein. The agreements entered into by

the Parties that affect land interests are:

1. Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement

2. Taylor Creek Reservoir/St. Johns River Water Supply Project Permitting Agreement

3. Taylor Creek Reservoir/St. Johns River Water Supply Project Transmission Line Agreement

Each agreement is addressed separately below:

1. Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement ("GIA")

    a. This agreement governs the overall development, implementation, and operation of the TCR/SJR Project.

    b. Section 8.1 requires FRI to convey to Cocoa the TCR/SJR Easement in Trust within 30 days of the execution of the GIA and the real property interests required to meet the public water supply needs of the Water Suppliers from the TCR/SJR Project is met by the TCR/SJR Easement in Trust. This Section only applies to lands shown on Exhibit A-1 hereto.

    c. Section 8.5 provides that if easements are needed over lands owned by FRI, other than the TCR/SJR Easement in Trust referenced in Section 8.1 or any other easement to store or flow water in TCR on FRI's lands, a TCR/SJR Project Administrator(s) or a Pipeline Administrator(s) may acquire appropriate easements over those lands from FRI either through (a) purchase of the easement right at fair market value; or, (b) obtaining an option to purchase the easement right at fair market value. Until such easement or option to purchase an easement is acquired, this agreement provides that none of the land owned by FRI shall be considered restricted in any way and FRI may convey, alienate, pledge, use or encumber said lands in any way without limitation even if such conveyance, alienation, pledge, use or encumbrance deprives a TCR/SJR Project Administrator(s) or a Pipeline Administrator(s) of the opportunity to subsequently acquire an easement or easement option or impairs an easement or easement option acquired by a TCR/SJR Project Administrator(s) or a Pipeline Administrator(s). This Section only applies to lands shown on Exhibit A-2 and A-3 hereto.

    d. Section 9.1 sets forth the premise that the TCR/SJR Project does not provide a basis for the imposition of additional restrictions on FRI's ability to use its lands and nothing therein shall be construed to limit FRI's ability to use these lands for purposes which FRI has historically used these lands nor to be construed to limit FRI's ability, or any successor entity's ability to use these lands for different more

intensive purposes in the future provided, however, FRI shall not use these lands in a manner that may result in the introduction of hazardous or toxic substances or other similar contaminants to TCR that would make the use of water from TCR for public water supply purposes economically impracticable. This Section only applies to lands shown on Exhibit A-1 hereto.

e. Section 9.2 sets forth that prior to any reclassification of TCR pursuant to subsection 403.061(29)(b), Florida Statutes (2016), the requirements for FRI to uses its lands in a manner that would not introduce hazardous or toxic substances or other similar contaminants into TCR that would make use of water from TCR for public water supply purposes economically impracticable in section 9.1 may be enforced through the GIA. After any reclassification of TCR pursuant to subsection 403.061(29)(b), Florida Statutes (2016) nothing in the GIA shall be construed to empower any Party to enforce a land use restriction against FRI through the GIA. Instead, the Parties would have whatever rights, if any, of enforcing a land use restriction against FRI that would have existed absent this Agreement. This Section only applies to lands shown on Exhibit A-1 hereto.

f. Section 12 confirms that FRI's obligations within the GIA shall run with the land and bind subsequent owners of real property as described in Composite Exhibit A hereto.

2. Taylor Creek Reservoir/St. Johns River Water Supply Project Permitting Agreement

   a. This is an agreement regarding rights and responsibilities for permitting and administration of the TCR/SJR Project.

   b. The only encumbrance of property rights is set forth in Sections 8.13 and 8.14 which limits FRI's obligations over land to: (1) providing ownership information; (2) providing consent and temporary right-of-entry for necessary permit applications; (3) providing a process for transferring easements, which would be acquired through separate documents; and (4) providing that these obligations shall run with the land, binding subsequent owners of the real property as described in Exhibit A hereto for the duration of the agreement. This Section only applies to lands shown on Composite Exhibit A hereto.

3. Taylor Creek Reservoir/St. Johns River Water Supply Project Transmission Line Agreement ("Transmission Line Agreement")

   a. This is an agreement regarding rights and responsibilities for finished water and raw water transmission lines. Section 9.5 provides that any easement interests from FRI necessary to construct and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project shall be acquired according to the process provided for in the GIA. Section 9.6 confirms that FRI's obligations under this agreement shall run with the land and bind subsequent owners of real property as described in Exhibit A hereto.

However, this agreement also provides that until such easement or option to purchase an easement is acquired, using the process set forth in the GIA, none of the land owned by FRI shall be considered restricted in any way and FRI may convey, alienate, pledge, use or encumber said lands in any way without limitation even if such conveyance, alienation, pledge, use or encumbrance deprives a Pipeline Administrator of the opportunity to subsequently acquire an easement or easement option or impairs an easement or easement option acquired by the project. This Section only applies to lands shown on Exhibit A-3 hereto.

b. Exhibit A to the Transmission Line Agreement is broader than Exhibit A-3 hereto as Exhibit A-3 hereto is limited to the transmission line routes on FRI's property.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

CITY OF COCOA, FLORIDA
a Florida municipal corporation,

By:_____
Henry U. Parrish III
Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

EAST CENTRAL FLORIDA SERVICES
a Florida corporation,

By:_____
K. Erik Jacobsen
President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by K. Erik Jacobsen, as President of East Central Florida Services, a Florida corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Eric T. Olsen, Esq.
Counsel

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ORANGE COUNTY, FLORIDA
a Florida charter county,
By: Board of County Commissioners

By:_____
Teresa Jacobs
County Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Teresa Jacobs, as County Mayor of Orange County, Florida, a Florida charter county, on behalf of its Board of County Commissioners. She [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

WITNESSES:

Orlando Utilities Commission

_____

By:_____

Printed Name:_____

Kenneth P. Ksionek
General Manager & CEO

_____

Printed Name:_____

Approved as to form and legality,
OUC Legal Department

By:_____

Date:_____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this __ day of _____, 2017, Kenneth P. Ksionek, as General Manager & CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said commission. He is personally known to me or has produced _____ as identification.

_____

Print Name:_____
Notary Public, State of Florida
Commission No.:_____
My Commission Expires:_____

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

TOHOPEKALIGA WATER AUTHORITY
a Florida special district created by special act of the Florida Legislature,

By:_____
Tom E. White, Vice Chair
Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Tom E. White, as Vice Chair of the Board of Supervisors of Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, on behalf of the district. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

ATTEST:

_____
Clarence L. Thacker, Secretary
Board of Supervisors

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

By:_____
Don M. Sleight
Chief Executive Officer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Don M. Sleight as Chief Executive Officer of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Eric T. Olsen, Esq.
Counsel

Composite Exhibit A

Exhibit A includes A-1, A-2, and A-3 as each is shown below.

A-1

TCR Watershed in the following section/township/ranges and as shown below

Orange County

T24S R33E

-SE/4 of Section 36

T24S R34E

-S/2 of Section 30
-Section 31
-All of the W/2 of Section 32 west of the L-73 dike

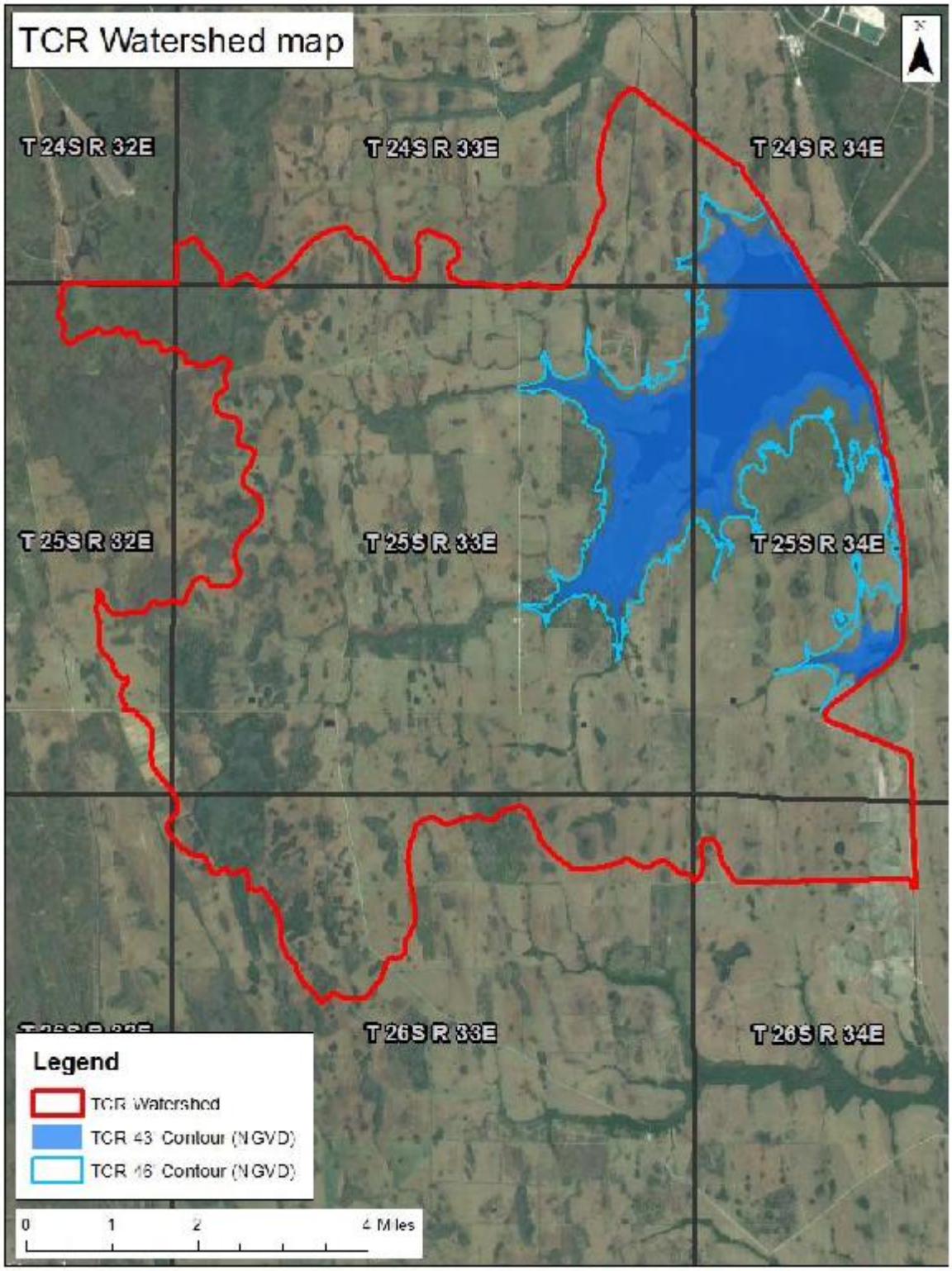
Osceola County

T25S R33E

-E/2, and SW/4 of Section 1
-E/2, and SW/4 of Section 2
-NE/4 of Section 10
-E/2, and NW/4 of Section 11
-Section 12
-Section 13
-E/2 of Section 14
-SE/4 of Section 22
-Section 23
-W/2, and NE/4 of Section 24
-NW/4 of Section 25

T25S R34E

-All of Section 5 west of the L-73 dike
-Section 6
-Section 7
-All of Section 8 west of the L-73 dike
-All of Section 9 west of the L-73 dike
-All of Section 16 west of the L-73 dike
-W/2 of Section 17
-Section 18
-N/2 of Section 19
-E/2 of Section 20
-All of the W/2 of Section 21 west of the L-73 dike
-All of the W/2 of Section 28 west of the L-73 dike
-N/2, and all of the SE/4 of Section 29 west of the L-73 dike
-SE/4 of Section 30

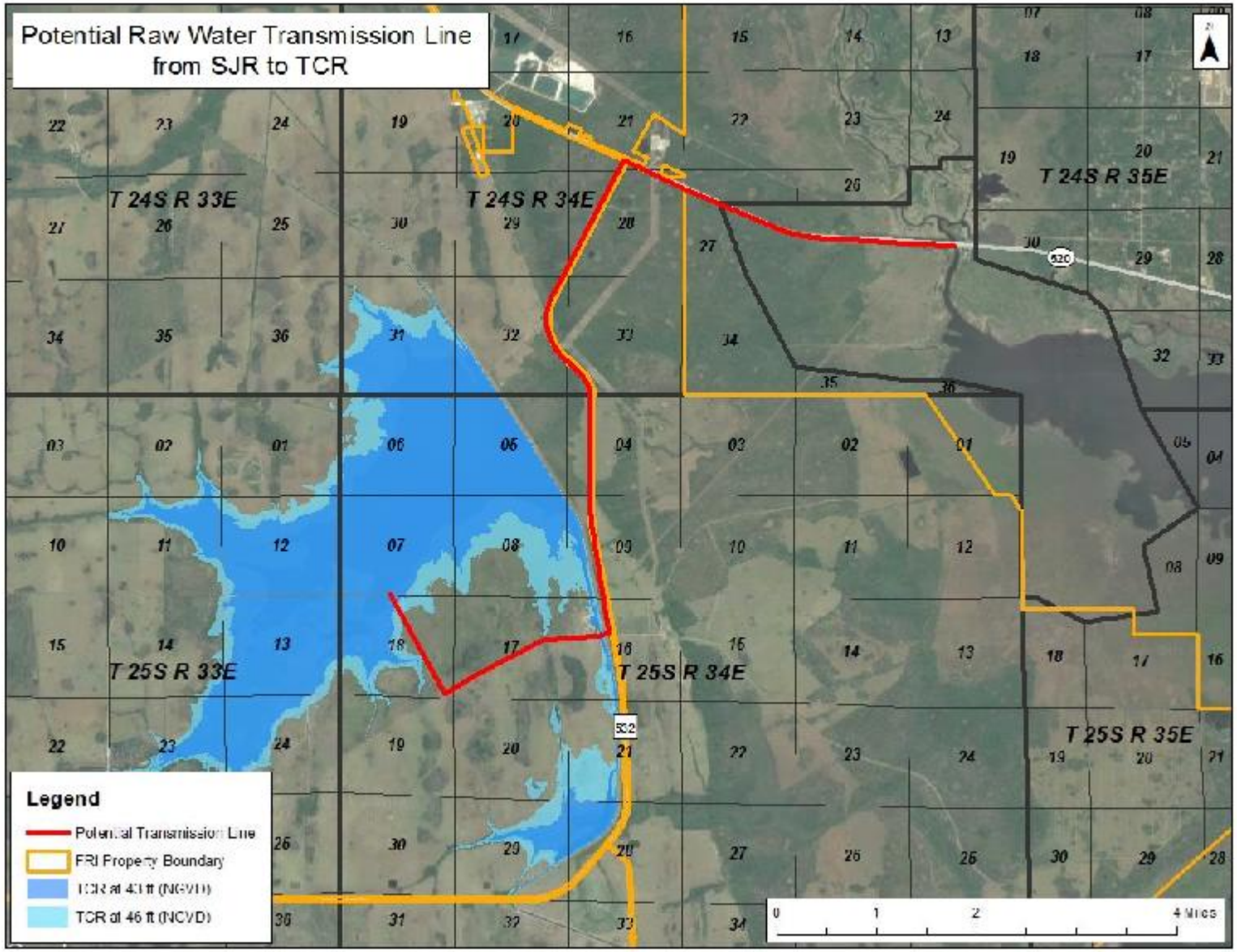

TCR Watershed map
T 24S R 32E
T 24S R 33E
T 24S R 34E
T 25S R 32E
T 25S R 33E
T 25S R 34E
T 26S R 33E
T 26S R 34E
Legend
TCR Watershed
TCR 43 Contour (NGVD)
TCR 46 Contour (NGVD)
0
1
2
4 Miles

A-2
Lands Between TCR and St. Johns River

Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 all in Township 25 South Range 34 East in Osceola County, Florida; and

Sections 20, 21, 28, 29, 32, and 33 all in Township 24 South Range 34 East in Orange County, Florida;

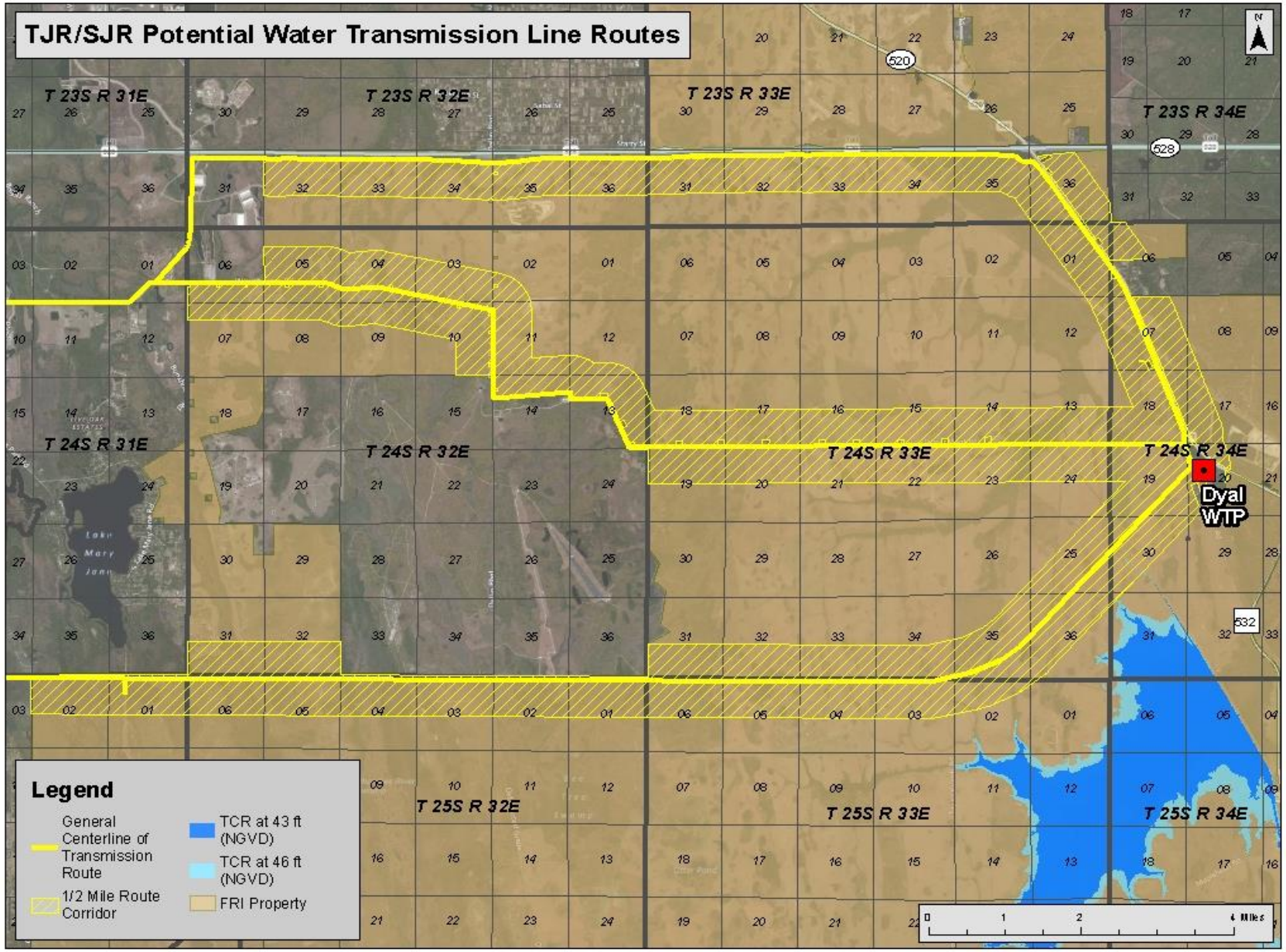
A potential raw water pipeline route is shown below for illustrative purposes only:


Potential Raw Water Transmission Line from SJR to TCR
T 24S R 33E
T 24S R 34E
T 24S R 35E
T 25S R 33E
T 25S R 34E
T 25S R 35E
Legend
Potential Transmission Line
FRI Property Boundary
TCR at 43 ft (NGVD)
TCR at 46 ft (NGVD)
0
1
2
4 Miles

A-3

Potential Transmission Line Routes

(528 Alternative; Wellfield/Wewahootee Alternative, and County Line Alternative as shown below)


TJR/SJR Potential Water Transmission Line Routes
T 23S R 31E
T 23S R 32E
T 23S R 33E
T 23S R 34E
T 24S R 31E
T 24S R 32E
T 24S R 33E
T 24S R 34E
T 25S R 32E
T 25S R 33E
T 25S R 34E
Dyal WTP
520
528
532
Legend
General Centerline of Transmission Route
1/2 Mile Route Corridor
TCR at 43 ft (NGVD)
TCR at 46 ft (NGVD)
FRI Property
0
1
2
4 Miles

Final Signature Version

EXHIBIT J OF GIA –NOTICE OF SATISFACTION OF OR TERMINATING AGREEMENT

This instrument prepared by
and record and return to:
_____
_____
_____
_____

NOTICE OF [*choose one:* SATISFACTION OF OR TERMINATING] AGREEMENT

This Notice of [Satisfaction of or Terminating] Agreements (this ["**Satisfaction**" or "**Termination**"]) is made as of this _____ day of_____, 20____ among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC**., a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA"), and **FARMLAND RESERVE, INC**., a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI). For good and valuable consideration, the Parties agree to the provisions contained in this Notice.

1. The parties entered into a number of agreements in 2017, including:

    a. Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement

    b. Taylor Creek Reservoir/St. Johns River Water Supply Project Permitting Agreement

    c. Taylor Creek Reservoir/St. Johns River Water Supply Project Transmission Line Agreement

2. A Notice of Agreement was executed on ___ of _____, 2017 and recorded in Official Records Book _____, Page _____ of the public records of Orange County, Florida and Official Records Book _____, Page _____ of the public records of Osceola County, Florida (the "Notice of Agreement").

3. The Agreements in Paragraph 1 above have terminated and the Parties hereto agree to terminate the Notice of Agreement. From and after the date hereof, the Notice of Agreement shall be deemed to be canceled, and declared to be null and void. In furtherance of such termination, the Parties state that the lands described on

Composite Exhibit A of the Notice of Agreement shall, from and after the date of this Termination, be released and discharged from any burden or obligation arising under or relating to the Notice of Agreement.

[Alternate Paragraph 3 for Satisfaction Purposes:]

3. FRI has satisfied its obligations as set forth in Paragraph _____ of the Notice of Agreement. From and after the date hereof, Paragraph ___ of the Notice of Agreement shall be deemed to be canceled, and declared to be null and void. In furtherance of such termination, the Parties state that the lands described on Exhibit _____ of the Notice of Agreement shall, from and after the date of this Termination, be released and discharged from any burden or obligation arising under or relating to Paragraph __ of the Notice of Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

CITY OF COCOA, FLORIDA
a Florida municipal corporation,

By:_____
Henry U. Parrish III
Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

EAST CENTRAL FLORIDA SERVICES
a Florida corporation,

By:_____
K. Erik Jacobsen
President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by K. Erik Jacobsen, as President of East Central Florida Services, a Florida corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Eric T. Olsen, Esq.
Counsel

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ORANGE COUNTY, FLORIDA
a Florida charter county,
By: Board of County Commissioners

By:_____
Teresa Jacobs
County Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Teresa Jacobs, as County Mayor of Orange County, Florida, a Florida charter county, on behalf of its Board of County Commissioners. She [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

WITNESSES:

Orlando Utilities Commission

_____

By:_____

Printed Name:_____

Kenneth P. Ksionek
General Manager & CEO

_____

Printed Name:_____

Approved as to form and legality,
OUC Legal Department

By:_____

Date:_____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this __ day of _____, 2017, Kenneth P. Ksionek, as General Manager & CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said commission. He is personally known to me or has produced _____ as identification.

_____

Print Name:_____
Notary Public, State of Florida
Commission No.:_____
My Commission Expires:_____

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

TOHOPEKALIGA WATER AUTHORITY
a Florida special district created by special act of the Florida Legislature,

By:_____
Tom E. White, Vice Chair
Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Tom E. White, as Vice Chair of the Board of Supervisors of Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, on behalf of the district. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

ATTEST:

_____
Clarence L. Thacker, Secretary
Board of Supervisors

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

By:_____
Don M. Sleight
Chief Executive Officer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Don M. Sleight as Chief Executive Officer of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Eric T. Olsen, Esq.
Counsel

Composite Exhibit A

Exhibit A includes A-1, A-2, and A-3 as each is shown below.

A-1

TCR Watershed in the following section/township/ranges and as shown below

Orange County

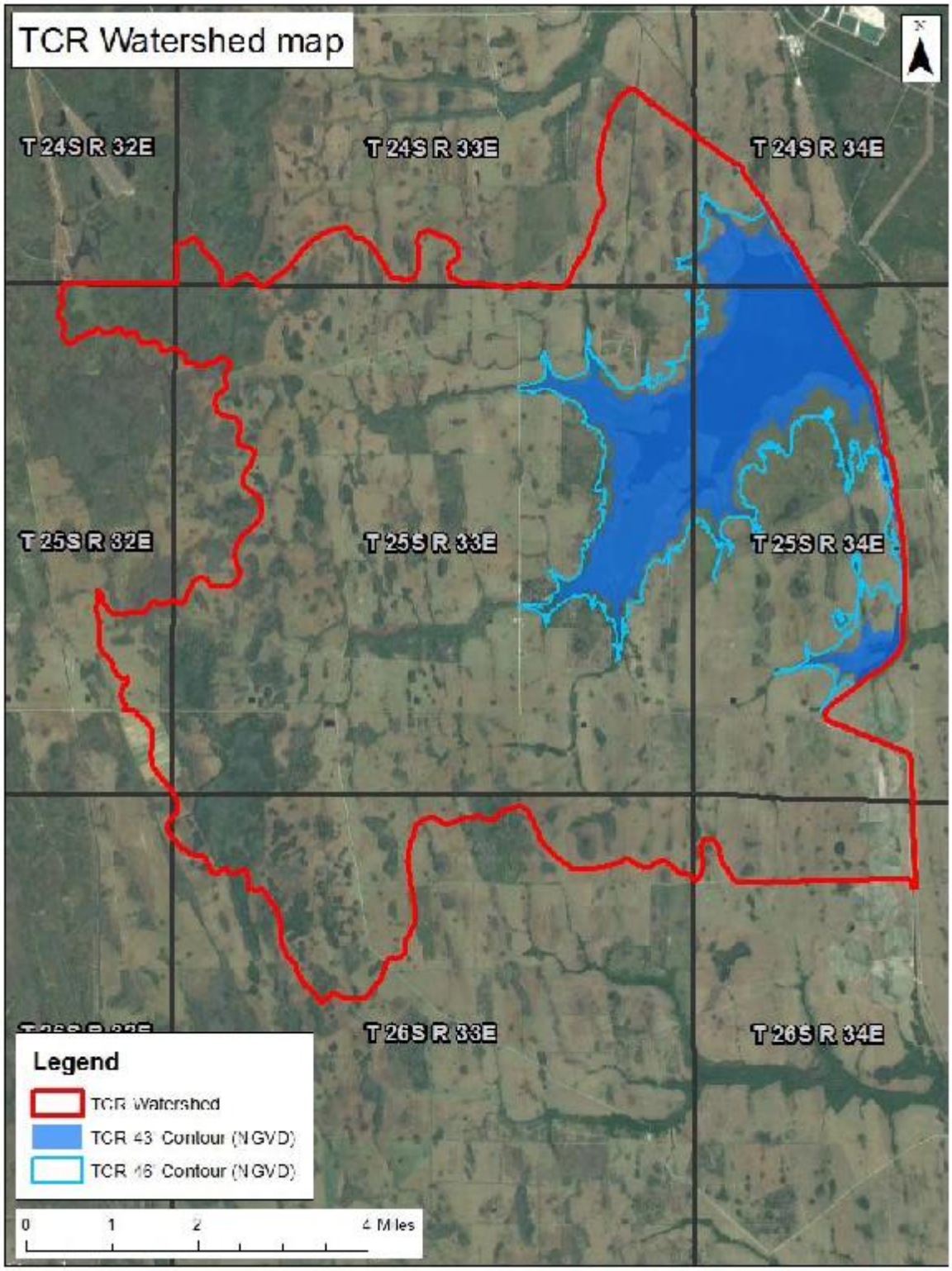
T24S R33E
-SE/4 of Section 36

T24S R34E
-S/2 of Section 30
-Section 31
-All of the W/2 of Section 32 west of the L-73 dike

Osceola County

T25S R33E
-E/2, and SW/4 of Section 1
-E/2, and SW/4 of Section 2
-NE/4 of Section 10
-E/2, and NW/4 of Section 11
-Section 12
-Section 13
-E/2 of Section 14
-SE/4 of Section 22
-Section 23
-W/2, and NE/4 of Section 24
-NW/4 of Section 25

T25S R34E
-All of Section 5 west of the L-73 dike
-Section 6
-Section 7
-All of Section 8 west of the L-73 dike
-All of Section 9 west of the L-73 dike
-All of Section 16 west of the L-73 dike
-W/2 of Section 17
-Section 18
-N/2 of Section 19
-E/2 of Section 20
-All of the W/2 of Section 21 west of the L-73 dike
-All of the W/2 of Section 28 west of the L-73 dike
-N/2, and all of the SE/4 of Section 29 west of the L-73 dike
-SE/4 of Section 30

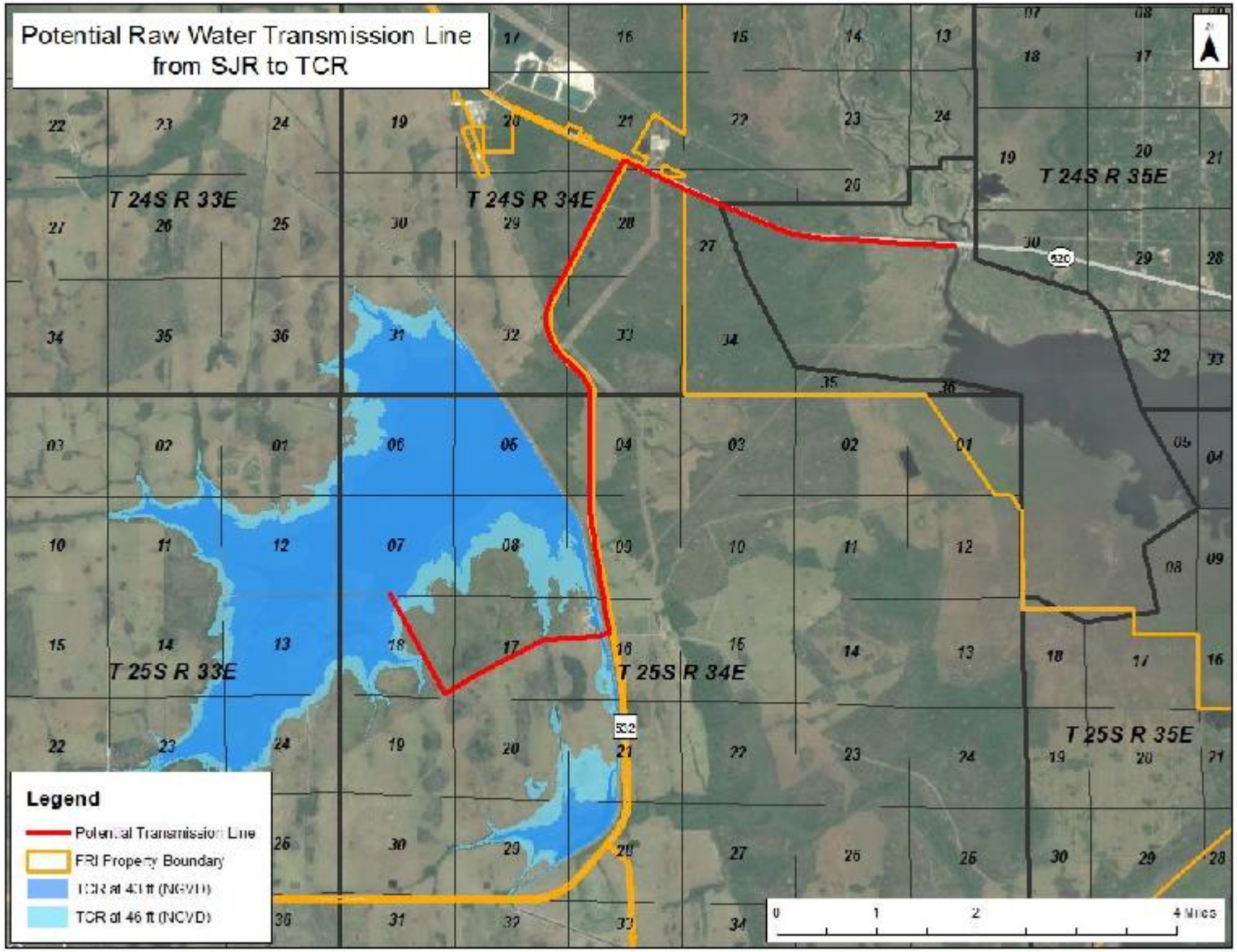

TCR Watershed map
T 24S R 32E
T 24S R 33E
T 24S R 34E
T 25S R 32E
T 25S R 33E
T 25S R 34E
T 26S R 33E
T 26S R 34E
Legend
TCR Watershed
TCR 43 Contour (NGVD)
TCR 46 Contour (NGVD)
0
1
2
4 Miles

A-2
Lands Between TCR and St. Johns River

Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 all in Township 25 South Range 34 East in Osceola County, Florida; and

Sections 20, 21, 28, 29, 32, and 33 all in Township 24 South Range 34 East in Orange County, Florida;

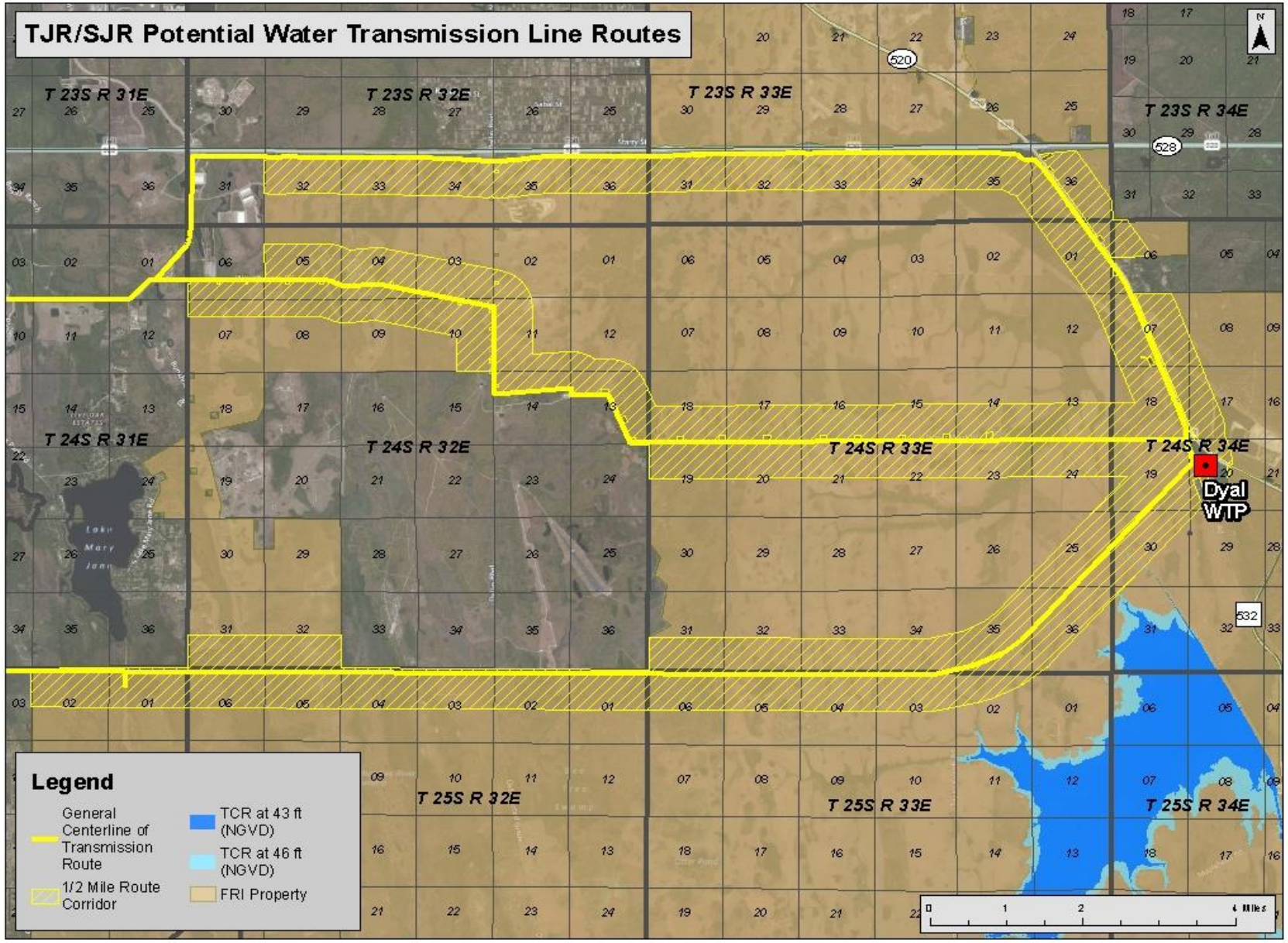
A potential raw water pipeline route is shown below for illustrative purposes only:


Potential Raw Water Transmission Line from SJR to TCR
T 24S R 33E
T 24S R 34E
T 24S R 35E
T 25S R 33E
T 25S R 34E
T 25S R 35E
Legend
Potential Transmission Line
FRI Property Boundary
TCR at 43 ft (NGVD)
TCR at 46 ft (NGVD)
0
1
2
4 Miles

A-3

Potential Transmission Line Routes

(528 Alternative; Wellfield/Wewahootee Alternative, and County Line Alternative as shown below)


TJR/SJR Potential Water Transmission Line Routes
T 23S R 31E
T 23S R 32E
T 23S R 33E
T 23S R 34E
T 24S R 31E
T 24S R 32E
T 24S R 33E
T 24S R 34E
T 25S R 32E
T 25S R 33E
T 25S R 34E
Dyal WTP
520
528
532
Legend
General Centerline of Transmission Route
1/2 Mile Route Corridor
TCR at 43 ft (NGVD)
TCR at 46 ft (NGVD)
FRI Property
0 1 2 4 Miles

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

WHOLESALE WATER SUPPLY CONTRACT

This Taylor Creek Reservoir (TCR)/St. Johns River (SJR) Water Supply Project Wholesale Water Supply Contract (Contract) is made and entered into this _____ day of _____, 2017, by and between the **City of Cocoa**, a Florida municipal corporation ("Cocoa"), **Orange County**, a charter county and political subdivision of the State of Florida ("OCU"), **Orlando Utilities Commission**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **East Central Florida Services, Inc.**, a Florida corporation ("ECFS") and **Tohopekaliga Water Authority**, a special district created by special act of the Florida Legislature ("TWA") , individually referred to as a "Party" and collectively referred to herein as the "Parties."

1. DEFINITIONS. As used in this Contract:

   1.1 "Additional TCR/SJR Quantity" means an additional estimated 23.67 to 33.67 MGD annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

   1.2 "Annual Storage Fee Payment" means the fee Cocoa agrees to pay FRI to compensate FRI for granting the TCR/SJR Easement in Trust as defined in the General Implementation Agreement.

   1.3 "Base Year" means the Fiscal Year immediately preceding the Fiscal Year in which a Regional Fixed Charge and Regional Usage Charge are calculated or recalculated pursuant to this Contract.

1.4 "Capacity Allotment(s)" means an individual Party's share of the TCR/SJR Project capacity to treat and deliver the quantities of Finished Water or Raw Water specified for that individual Party's allotment in Section 7 of the General Implementation Agreement, calculated after issuance of the Regional Permits for the TCR/SJR Project, and determined by the TCR/SJR Project PDR(s) (as defined in the General Implementation Agreement). A Party's Phase 4 Capacity Allotment is a portion of that Party's Capacity Allotment.

1.5 "Capital Investment" means the cash payment made by those Parties, who wish to directly pay their share of the Contributed Capital Costs, as specified in this Contract.

1.6 "Cash Funded Capital" means the portion of Fixed Capital Costs funded by cash as calculated pursuant to this Contract.

1.7 "Cocoa System Water" means Finished Water produced by Cocoa that temporarily exceeds the needs of Cocoa's retail water customers and wholesale water customers, other than the Wholesale Purchasers, as specified in this Contract.

1.8 "Cocoa System Water Estimate" is the document submitted to Cocoa by a Wholesale Purchaser detailing the quantity of Cocoa System Water, at an annual average daily flow rate, the Wholesale Purchaser wishes to receive during the upcoming Fiscal Year, as specified in this Contract.

1.9 "Committee" means the specific board by that name created under the General Implementation Agreement.

1.10 "Committee Member" means person or alternate designated to serve on the Committee according to the General Implementation Agreement

1.11 "Consensus" means (a) when applied to a TCR/SJR Committee, the unanimous consent of all of the TCR/SJR Committee Members present at a TCR/SJR Committee meeting, except as otherwise specified in this Agreement, which shall be recorded in the minutes of the TCR/SJR Committee, and, (b) when applied to the Parties or the Wholesale Purchasers, the unanimous consent of all of the

Parties or all of the Wholesale Purchasers, which shall be recorded in a letter agreement executed by the director or executive officer of each Party or Wholesale Purchaser, if expressly required by this Contract or the General Implementation Agreement or requested by one or more Parties or Wholesale Purchasers.

1.12 "Contributed Capital Costs" means one-time expenses incurred for the acquisition of real property, tangible personal property and intangible property, the construction of tangible personal property, engineering, and other expenditures required for the construction or expansions of the TCR/SJR Project Facilities, or Environmental Permitting activities and associated engineering that are not directly incorporated into the charges and rates for the TCR/SJR Project.

1.13 "Contributed Debt Service Cost" means the principal, redemption premium, if any, and interest due on Obligations and any recurring costs and expenses relating to Obligations taken out on one-time expenses incurred for the purchase of real property, tangible personal property, and intangible property, the construction of tangible personal property, engineering, and other expenditures required for the construction or expansions of the TCR/SJR Project Facilities, or Environmental Permitting activities and associated engineering that are not directly incorporated to the charges and rates for the TCR/SJR Project, including, but not limited to paying agent, registrar and escrow agent fees, credit enhancement fees, associated legal fees or expenses, and other charges, but only to the extent that such cost and expenses are not otherwise reflected in the Renewal and Replacement Cost, Fixed Operation and Maintenance Cost and Variable Operation and Maintenance Cost.

1.14 "Delivery Point" means the authorized points of connection between a participating Finished Water Transmission Line Party's water system and a TCR/SJR Finished Water Transmission Line Project; or between a participating Raw Water Transmission Line Party's water system and a TCR/SJR Raw Water Transmission Line Project.

1.15 "Dyal POC" means the point(s) where the Dyal WTP connects to one or more Finished Water Transmission System(s) or Raw Water Transmission System(s), a point where Cocoa accepts Finished Water or Raw Water from the TCR/SJR Project, or a point where Cocoa delivers Raw Water to a Phase 4 Non-Dyal Treatment Project Administrator.

1.16 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to this Contract or by Cocoa separately.

1.17 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the Parties to each contract. Cocoa shall memorialize the Effective Date and shall provide notice of the Effective Date to all the other Parties.

1.18 "Enterprise Fund" means a separate fund wherein all revenues and expenditures are maintained and reported and are not comingled with revenues and expenses for any general fund or other user fee based funds.

1.19 "Environmental Permit(s)" means all permits, licenses or other third party approvals, inclusive of the Regional Permits, necessary for the acquisition, construction, management or operation of TCR/SJR Project.

1.20 "Finished Water" means treated water that meets all applicable treatment levels prescribed by the Florida Department of Environmental Protection in chapter 62-550, Florida Administrative Code, as well as all other applicable regulations, as amended from time to time.

1.21 "Finished Water Transmission System(s)" means the transmission line and associated appurtenances constructed for the sole purpose of transporting Finished Water from the Dyal POC(s) or the Phase 4 Treatment POC(s) to one or more Wholesale Purchaser's Delivery Point.

1.22 "Fiscal Year" means a twelve (12) month period commencing on October 1 of each year and ending on the following September 30, or such other period as may be prescribed by law as the fiscal year for Cocoa.

1.23 "Fixed Capital Costs" means fixed expenses incurred for the purchase of real property, tangible personal property and intangible property, the construction of tangible personal property, engineering, permitting activities and associated engineering, and other expenditures required for the construction and major repairs, improvements or expansions that are included in the charges and rates for the TCR/SJR Project.

1.24 "Fixed Debt Service Cost" means the principal, redemption premium, if any, and interest due on bonds or other evidence of indebtedness, including but not limited to, notes, commercial paper, capital leases or any other obligations and any recurring costs and expenses relating to such obligations required for construction and major repairs, improvements or expansions that are included in the charges and rates for the TCR/SJR Project, including, but not limited to paying agent, registrar and escrow agent fees, credit enhancement fees, associated legal fees or expenses, and other charges, but only to the extent that such cost and expenses are not otherwise reflected in the Renewal and Replacement Cost, Fixed Operation and Maintenance Cost and Variable Operation and Maintenance Cost. Fixed Debt Service Cost shall also mean payments for that portion of any Obligation issued by Cocoa and/or the Phase 4 Non-Dyal Treatment Administrator for their Proportional Share of Contributed Capital Costs, as provided in a separate agreement between a Wholesale Purchaser and Cocoa and/or a separate agreement between a Wholesale Purchaser and the Phase 4 Non-Dyal Treatment Administrator

1.25 "Fixed Operation and Maintenance Costs" means all Operation and Maintenance Costs other than Variable Operation and Maintenance Costs.

1.26 "Force Majeure Event" means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events

include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Environmental Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement.

1.27 "FRI" means Farmland Reserve, Inc. or any successor or assign.

1.28 "General Implementation Agreement" means the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.

1.29 "Majority" means (a) when applied to the TCR/SJR Committees, the same as specified in the General Implementation Agreement; and, (b) when applied to the Parties and Wholesale Purchasers, more than fifty percent (50%) under either a Straight Vote or a Weighted Vote.

1.30 "Meters" shall mean collectively, those certain water meters and appurtenant recording and transmitting devices to be installed and owned by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate and as required by this Contract, which are used to measure and bill the quantity of water being delivered.

1.31 "MGD" means a flow rate measured as million gallons per day.

1.32 "Obligation(s)" means any revenue bonds or other evidence of indebtedness, including but not limited to, notes, commercial paper, capital leases or any other

obligations of Cocoa heretofore or hereafter issued or incurred with regards to the TCR/SJR Project Facilities.

1.33 "Operation and Maintenance Costs" means any and all costs incurred by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) in operating, maintaining and administering the TCR/SJR Project Facilities, including but not limited to, related operation, maintenance, management, security and development of the TCR/SJR Project Facilities; labor and labor overhead; costs associated with tools, equipment, vehicles, supplies, materials, services and support for the operation, maintenance, management, security and development of the TCR/SJR Project Facilities; any costs of litigation or legal judgment against Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) relating to the TCR/SJR Project Facilities; cost of purchasing any water; development expenses relating to expansion of the TCR/SJR Project Facilities; all costs incurred in planning or applying for, obtaining, maintaining and defending Environmental Permits, which are not paid as a Renewal and Replacement Cost, Contributed Capital Costs, Fixed Capital Costs or from the proceeds of any Obligation; administrative, accounting, legal and engineering expenses; ordinary and current rentals of equipment or other property related to the TCR/SJR Project; payments in lieu of taxes, if applicable; administrative costs incurred by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator; and refunding of moneys lawfully due to others. Costs associated with the Annual Storage Fee Payment shall not be considered Operation and Maintenance Costs.

1.34 "Parties" means OCU, OUC, ECFS, TWA, and Cocoa.

1.35 "Phase 4 Capacity Allotment(s)" means an individual Party's share of the TCR/SJR Project capacity to treat and deliver the quantities of Finished Water or Raw Water specified for that individual Party's allotment in Section 7 of the General Implementation Agreement, calculated after issuance of the Regional Permits for the TCR/SJR Project, and determined by the TCR/SJR Project PDR(s) (as defined in

the General Implementation Agreement) and specifically associated with Phase 4 of the TCR/SJR Project.

1.36 "Phase 4 Dyal Treatment Committee" means the specific board by that name created under the General Implementation Agreement.

1.37 "Phase 4 Dyal Treatment Committee Member" means person or alternate designated to serve on the Phase 4 Dyal Treatment Committee according to the General Implementation Agreement.

1.38 "Phase 4 Dyal Treatment Project Administrator" shall have the same meaning as in the General Implementation Agreement.

1.39 "Phase 4 Dyal Treatment System" shall have the same meaning as in the General Implementation Agreement.

1.40 "Phase 4 Non-Dyal Treatment Committee" means a specific board by that name created under the General Implementation Agreement.

1.41 "Phase 4 Non-Dyal Treatment Committee Member" means person or alternate designated to serve on a Phase 4 Non-Dyal Treatment Committee according to the General Implementation Agreement.

1.42 "Phase 4 Non-Dyal Treatment Project Administrator" shall have the same meaning as in the General Implementation Agreement.

1.43 "Phase 4 Non-Dyal Treatment System" shall have the same meaning as in the General Implementation Agreement.

1.44 "Phase 4 Treatment POC" means a point(s) where the Phase 4 Non-Dyal Treatment System connects to one or more Finished Water Transmission System(s). If Cocoa is the only provider of Finished Water in Phase 4, then there are no Phase 4 Treatment POC(s).

1.45 "Pipeline Administrator" shall have the same meaning as the Project Administrator in the TCR/SJR Transmission Line Agreement.

1.46 "Proportional Share" means a Party's Capacity Allotment(s) divided by the sum of all the applicable Parties' Capacity Allotments.

1.47 "PSI" means pounds per square inch.

1.48 "Prudent Utility Practice" means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States during the relevant time period or any of the practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts known, or that should have been known, at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with applicable legal, engineering, reliability, safety, and time requirements.

1.49 "Quorum" means, as applied to a TCR/SJR Committee, a Majority of the TCR/SJR Committee Members and consistent with applicable law.

1.50 "Rate of Return" means a cost calculated as six percent (6%) of Fixed Operations and Maintenance Costs and Variable Operations and Maintenance Costs for providing wholesale water service under this Contract that Cocoa may charge the Wholesale Purchasers and the Phase 4 Non-Dyal Treatment Project Administrator and that the Phase 4 Non-Dyal Treatment Project Administrator may charge the Wholesale Purchasers. This amount is the only surcharge, tax, payment in lieu of taxes, payment in lieu of franchise fees, transfers to Cocoa's or the Phase 4 Non-Dyal Treatment Administrator's general fund, that are not part of shared services, that are included in Operations and Maintenance Costs or any charge or payment not directly related to the cost of providing wholesale water service that Cocoa or the Phase 4 Non-Dyal Treatment Administrator may include in the calculation of the Regional Fixed Charges and Regional Usage Charges under this Contract. The Rate of Return shall not be changed except by Consensus of the applicable TCR/SJR Committee(s), as appropriate.

1.51 "Raw Water" means water withdrawn from TCR or the SJR by Cocoa that is not treated to Finished Water standards.

1.52 "Raw Water System(s)" are all infrastructure required for withdrawal, transmission and delivery of Raw Water from the SJR or TCR to the Dyal WTP or Dyal POC(s).

1.53 "Raw Water Transmission System" means a transmission pipeline(s) and associated appurtenances constructed for the sole purpose of transporting Raw Water from the Dyal POC(s) to the Wholesale Purchasers.

1.54 "Regional Fixed Charge" means the amount paid by the Parties for Fixed Capital Costs; Renewal and Replacement Costs; Annual Storage Fee Payment; and Fixed Operations and Maintenance Costs which will include a Rate of Return Cost; as specified in this Contract.

1.55 "Regional Permits" mean those Environmental Permits as more specifically described in the TCR/SJR Project Permitting Agreement.

1.56 "Regional Usage Charge" means the cost of Finished Water or Raw Water calculated as the product of the Regional Usage Rate and the Regional Water Usage as specified in this Contract.

1.57 "Regional Usage Rate" means the cost per thousand gallons of delivered Finished Water or Raw Water to offset the Variable Operations and Maintenance Costs, including a Rate of Return, as specified in this Contract.

1.58 "Regional Water Usage" means the quantity of TCR/SJR Project Water used by the Parties.

1.59 "Renewal and Replacement Costs" means all costs incurred by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator for the renewal, replacement, upgrade and improvement of TCR/SJR Project Facilities.

1.60 "Retail Water Usage" means the quantity of Finished Water used by Cocoa's customers, exclusive of the Wholesale Purchasers.

1.61 "SJR" means the St. Johns River.

1.62 "SJRWMD" means the St. Johns River Water Management District or its successor entity.

1.63 "Straight Vote" has the same meaning as in the General Implementation Agreement.

1.64 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by construction of Levee 73 (L-73) and a water control

structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Flood Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the St. Johns River, and located on lands in Orange and Osceola Counties, Florida.

1.65 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

1.66 "TCR/SJR Committee" shall have the same meaning as in the General Implementation Agreement.

1.67 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR near State Road 520 to augment TCR for water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

1.68 "TCR/SJR Project Agreements" means the General Implementation Agreement and those agreements identified in Section 3.2 of the General Implementation Agreement.

1.69 "TCR/SJR Project Facilities" means a raw water intake on the SJR, raw water transmission mains from the SJR to TCR, a discharge facility to TCR, a new or modified intake from TCR to the Dyal WTP, upgrades and expansions of the Dyal WTP, the potential construction of a new WTP, transmission pipelines and storage.

1.70 "TCR/SJR Project Permitting Agreement" shall have the same meaning as in the General Implementation Agreement.

1.71 "TCR/SJR Project Water" means Finished Water and/or Raw Water produced and delivered from the TCR/SJR Project Facilities for use by the Parties.

1.72 "TCR/SJR Transmission Line Agreement" shall have the same meaning as in the General Implementation Agreement.

1.73 "Variable Operation and Maintenance Costs" means all Operation and Maintenance Costs that change in direct proportion to changes in volume of water produced.

1.74 "Weighted Vote" or "Weighted Vote Method" means, when applied to a TCR/SJR Committee, the same as in the General Implementation Agreement.

1.75 "Wholesale Purchasers" means OCU, TWA, OUC, and ECFS.

1.76 "Wholesale Water Estimate" is the document submitted by the Wholesale Purchasers to the Committee detailing the quantity of Raw Water and Finished Water at an annual average daily rate, it wishes to receive during the upcoming Fiscal Year, as specified in this Contract.

1.77 "Wholesale Water Service" means the delivery of Cocoa System Water or TCR/SJR Project Water by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator to the Dyal POC(s) or Phase 4 Treatment POC(s) for use by the Wholesale Purchasers.

2. ADMINISTRATION.

2.1 **Responsibilities of Cocoa**. In addition to its responsibilities under the General Implementation Agreement, Cocoa shall provide Wholesale Water Service to the Wholesale Purchasers according to the terms of this Contract and the General Implementation Agreement. Subject to the provisions of this Contract and the General Implementation Agreement, Cocoa shall have the sole authority and responsibility to operate and maintain the Dyal WTP, subject to Prudent Utility Practice, and is authorized to take all reasonable actions which in the discretion and judgment of Cocoa are deemed necessary to fulfill its obligations under this Contract and the General Implementation Agreement.

2.2 **Responsibilities of the Committee**. In addition to the Committee's responsibilities under the General Implementation Agreement, the Committee's role in governing the sale of TCR/SJR Project Water under this Contract shall be limited to:

2.2.1 Reviewing and approving modifications to the rate methodology for Phases 2, 3, and Phase 4 Raw Water System (Phase 4 Option 3) specified in this Contract.

2.2.2 Reviewing and approving that the proposed Regional Fixed Charge and Regional Usage Rate calculations for Phase 2, 3, and the Phase 4 Raw Water System (Phase 4 Option 3) are performed in accordance with this Contract.

2.2.3 Reviewing and approving that the proposed the Regional Usage Rate for Phase 2, and the Regional Fixed Charge and Regional Usage Rate for Phase 3, for the upcoming Fiscal Year are performed in accordance with this Contract.

2.2.4 Initiate the recalculation of the Phase 2 Regional Usage Rate, pursuant to this Contract.

2.2.5 Deciding to forego the recalculation of the Phase 2 Regional Usage Rate and Phase 3 Regional Fixed Charge and Regional Usage Rate, pursuant to this Contract.

2.2.6 Reviewing and approving any schedule of payment of Phase 3 or Phase 4 Raw Water System (Phase 4 Option 3) Capital Investments as specified in this Contract.

2.3 **Responsibilities of the Phase 4 Dyal Treatment Committee**. In addition to the Phase 4 Dyal Treatment Committee's responsibilities under the General Implementation Agreement, the Phase 4 Dyal Treatment Committee's role in governing the sale of Finished Water provided from the Phase 4 Dyal Treatment System under Phase 4 described in this Contract shall be limited to:

2.3.1 Reviewing and approving modifications to the rate methodology for Phase 4 Finished Water as specified in this Contract.

2.3.2 Reviewing and approving that the proposed Regional Fixed Charge and Regional Usage Rate calculations for the Phase 4 Dyal Treatment System (Phase 4 Option 1) are performed in accordance with this Contract.

2.3.3 Reviewing and approving any schedule of payment of Phase 4 Dyal Treatment System (Phase 4 Option 1) Capital Investments as specified in this Contract.

2.4 **Responsibilities of a Phase 4 Non-Dyal Treatment Committee(s)**. In addition to a Phase 4 Non-Dyal Treatment Committee's responsibilities under the General Implementation Agreement, a Phase 4 Non-Dyal Treatment Committee's role in governing the sale of Finished Water provided under Phase 4 from a Phase 4 Non-Dyal Treatment System described in this Contract shall be limited to:

2.4.1 Reviewing and approving modifications to the rate methodology for Phase 4 Finished Water as specified in this Contract.

2.4.2 Reviewing and approving that the proposed Regional Fixed Charge and Regional Usage Rate calculations for the Phase 4 Non-Dyal Treatment System (Phase 4 Option 2) are performed in accordance with this Contract.

2.4.3 Reviewing and approving any schedule of payment of Phase 4 Non-Dyal Treatment System (Phase 4 Option 2) Capital Investments as specified in this Contract.

2.5 **TCR/SJR Committee Organization**. The membership, organization, and meetings of the TCR/SJR Committees shall be governed by Section 4 of the General Implementation Agreement.

2.6 **TCR/SJR Committee Decision Making**. The Parties desire and intend to encourage the TCR/SJR Committee Members to decide by Consensus as often as possible. If by a Straight Vote of a Majority of a TCR/SJR Committee, the TCR/SJR

Committee determines that Consensus cannot be reached, the TCR/SJR Committee will decide the issue by Weighted Vote.

3. DELIVERY OF WATER.

3.1 **Project Phasing**. The TCR/SJR Project will consist of the phases described in the General Implementation Agreement.

3.2 **Phase 2**. Upon implementation of Phase 2, as provided in the General Implementation Agreement, Cocoa shall deliver Cocoa System Water to the Wholesale Purchasers pursuant to the terms of this Contract.

3.3 **Phase 3**. Upon implementation of Phase 3 as provided in the General Implementation Agreement and for the volume requested by the Wholesale Purchasers, Cocoa shall deliver up to 12 MGD annual average of Finished Water to the Wholesale Purchasers, in addition to any Cocoa System Water provided.

3.4 **Phase 4**. Upon implementation of Phase 4, as provided in the General Implementation Agreement, Cocoa shall deliver no less than 24 MGD annual average of TCR/SJR Project Water (the 24 MGD includes Cocoa's present 8.83 MGD permitted allocation) in addition to any Cocoa System Water, to the Wholesale Purchasers pursuant to this Contract. For a Party's Proportionate Share of TCR/SJR Project Water in excess of 24 MGD annual average (the 24 MGD includes Cocoa's present 8.83 MGD permitted allocation), a Party may elect to receive Finished Water from either Cocoa or a Phase 4 Non-Dyal Treatment Project Administrator or may elect to receive Raw Water from Cocoa.

4. WHOLESALE WATER SERVICE.

4.1 **Delivery of Cocoa System Water**. During each Fiscal Year, following implementation of Phase 2, Cocoa shall provide Cocoa System Water to the Pipeline Administrator(s), as follows:

4.1.1 Notification of the Availability of Cocoa System Water. Cocoa may provide Cocoa System Water for Wholesale Water Service to the Wholesale Purchasers. The decision to provide Cocoa System Water and the amount of Cocoa System Water that may be provided is completely at the discretion of Cocoa, provided, that the initial quantity of Cocoa System Water that shall be available for use by the Wholesale Purchasers during the first three Fiscal Years after the implementation of Phase 2 shall be an annual average of 7 MGD. Cocoa may only modify this initial quantity of Cocoa System Water annually by changing the amount of Cocoa System Water available during the third upcoming Fiscal Year. Regardless of whatever change Cocoa makes to the quantity of Cocoa System Water available during the third upcoming Fiscal Year, Cocoa shall be obligated to provide the specified quantity of Cocoa System Water for the first and second upcoming Fiscal Years. This process commences each April 1, when Cocoa shall notify the Wholesale Purchasers of any changes to the quantity of Cocoa System Water that will be available for Wholesale Water Service during the third upcoming Fiscal Year. Should Cocoa fail to notify the Wholesale Purchasers of any changes to the quantity of Cocoa System Water that will be available for Wholesale Water Service for the third upcoming Fiscal Year by April 1 of each year, then Cocoa shall provide the quantity of Cocoa System Water that Cocoa had previously identified for the second upcoming Fiscal Year will be available for Wholesale Water Service during the third upcoming Fiscal Year. This process is intended to create a rolling Cocoa System Water allocation for the upcoming three Fiscal Years in order to allow the Wholesale Purchasers to reasonably plan for the use of Cocoa System Water.

4.1.2 Delivery of Cocoa System Water Estimate. If Cocoa System Water will be available for Wholesale Water Service during the upcoming Fiscal Year,

then each Wholesale Purchaser wishing to purchase Cocoa System Water from Cocoa shall deliver to Cocoa its Cocoa System Water Estimate for the upcoming Fiscal Year on or before May 1. The Cocoa System Water Estimate shall identify the quantity of Cocoa System Water, at an annual average daily rate, the Wholesale Purchaser wishes Cocoa to deliver to the Dyal POC(s) during the upcoming Fiscal Year. A Cocoa System Water Estimate shall not require Cocoa to provide Cocoa System Water above the quantity Cocoa declared would be available for that Fiscal Year. If the total amount of Cocoa System Water requested by all the Wholesale Purchasers submitting Cocoa System Water Estimates is equal to or less than the amount of Cocoa System Water available for sale during the upcoming Fiscal Year, then each Wholesale Purchaser shall be permitted to purchase Cocoa System Water from Cocoa in the amount requested in its Cocoa System Water Estimate. If the total amount of Cocoa System Water requested by all the Wholesale Purchasers submitting Cocoa System Water Estimate exceeds the amount of Cocoa System Water that Cocoa has announced would be available for sale during the upcoming Fiscal Year, then any Wholesale Purchaser submitting a Cocoa System Water Estimate shall only receive up to its Proportionate Share of the amount of Cocoa System Water that Cocoa has announced would be available for sale during the upcoming Fiscal Year. Any Wholesale Purchaser that fails to submit a Cocoa System Water Estimate by May 1 may not be allowed to purchase Cocoa System Water from Cocoa during the upcoming Fiscal Year unless otherwise agreed by Cocoa.

4.2 **Delivery of TCR/SJR Project Water**. During each Fiscal Year, Cocoa shall provide TCR/SJR Project Water to the Pipeline Administrator(s) and/or the Phase 4 Non-Dyal Treatment Project Administrator (if applicable) as part of Phases 3 and 4, and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall provide

TCR/SJR Project Water to the Pipeline Administrator(s) as part of Phase 4 (if applicable), for Wholesale Water Service, as follows:

4.2.1 Delivery of Wholesale Water Estimates. Each Wholesale Purchaser shall deliver to Cocoa, the Phase 4 Non-Dyal Treatment Project Administrator(s), and the Committee its Wholesale Water Estimate for the upcoming Fiscal Year on or before May 1. The Wholesale Water Estimate shall identify the quantity of Finished Water and Raw Water, at annual average daily rates, the Wholesale Purchaser wishes Cocoa to deliver to the Dyal POC(s) and the Phase 4 Non-Dyal Treatment Project Administrator(s) to deliver to the Phase 4 Treatment POC(s) during the upcoming Fiscal Year. A Wholesale Water Estimate shall not require Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) to provide TCR/SJR Project Water in excess of the Wholesale Purchaser's Capacity Allotment, unless the Wholesale Purchaser has received all or a portion of another Wholesale Purchaser's Capacity Allotment for the upcoming Fiscal Year in accordance with the General Implementation Agreement. A Wholesale Water Estimate shall not require Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) to provide TCR/SJR Project Water in excess of the total amount of TCR/SJR Project Water that Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) is obligated to sell to the Wholesale Purchasers or the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate, during that phase of the TCR/SJR Project. If the total amount of TCR/SJR Project Water requested by all the Wholesale Purchasers submitting Wholesale Water Estimates is equal to or less than the total amount of TCR/SJR Project Water that Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) is obligated to sell the Wholesale Purchasers during that phase of the TCR/SJR Project pursuant to the General Implementation Agreement, then each Wholesale Purchaser shall be permitted to

purchase its requested amount of TCR/SJR Project Water so long as the requested amount of TCR/SJR Project Water does not exceed its Capacity Allotment, as specified above. If the total amount of TCR/SJR Project Water requested by all the Wholesale Purchasers submitting Wholesale Water Estimates exceeds the total amount of TCR/SJR Project Water that Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) is obligated to sell the Wholesale Purchasers during that phase of the TCR/SJR Project, then each Wholesale Purchaser submitting a Wholesale Water Estimate shall receive its Proportionate Share of the TCR/SJR Project Water that Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) is obligated to sell the Wholesale Purchasers during that phase of the TCR/SJR Project. If a Wholesale Purchaser fails to deliver a Wholesale Water Estimate to Cocoa, the Phase 4 Non-Dyal Treatment Project Administrator(s), and the Committee by May 1, it will be assumed that the Wholesale Purchaser will not need any TCR/SJR Project Water during the upcoming Fiscal Year and Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) will not be under any obligation to provide TCR/SJR Project Water to that Wholesale Purchaser during the upcoming Fiscal Year. Failure to submit a Wholesale Water Estimate to Cocoa, the Phase 4 Non-Dyal Treatment Project Administrator(s) and the Committee by May 1 shall not excuse the Wholesale Purchaser from paying its Regional Fixed Charges, unless that Wholesale Purchaser had conveyed all of its Capacity Allotment to another Wholesale Purchaser for the upcoming Fiscal Year under this Section or the Wholesale Purchaser had all of its Capacity Allotment transferred to another Wholesale Customer under Section 4.2.2.

4.2.2 Involuntary Transfer of Unused Capacity Allotments and Modifications of Wholesale Water Estimates. In the event that one or more Wholesale Purchaser fails to submit a Wholesale Water Estimate or submits a

Wholesale Water Estimate that identifies unused Capacity Allotment to Cocoa, the Phase 4 Non-Dyal Treatment Project Administrator(s), and the Committee or does not voluntarily transfer all of its Capacity Allotment to another Wholesale Purchaser before May 1, then its unused Capacity Allotment shall be available for involuntary transfer to the other Wholesale Purchasers only for use during the upcoming Fiscal Year. In that event, the total unused Capacity Allotment may be claimed by another Wholesale Purchaser in order to increase the quantity of water requested in its Wholesale Water Estimate for the upcoming Fiscal Year. In the event two or more Wholesale Purchasers wish to utilize a Wholesale Purchaser's unused Capacity Allotment, the unused Capacity Allotment shall be divided among those Wholesale Purchasers according to their Proportionate Share. The involuntary use of another Wholesale Purchaser's Capacity Allotment shall be reflected by submission of a modified Wholesale Water Estimate to Cocoa, the Phase 4 Non-Dyal Treatment Project Administrator(s), and the Committee no later than June 1.

4.3 **Operation of the TCR/SJR Project Facilities.** Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall at all times operate and maintain the TCR/SJR Project Facilities in accordance with Prudent Utility Practices. Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to those imposed by the United States Environmental Protection Agency, the United States Army Corps of Engineers, the Florida Department of Environmental Protection, the Florida Department of Health and the SJRWMD with regards to the TCR/SJR Project Facilities. If new regulatory requirements necessitate capital improvements, Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s), as applicable, shall take all necessary actions in conjunction with the appropriate TCR/SJR Committee to

accomplish the same. Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s), as applicable, shall be responsible for all regulatory violations, including compliance costs or penalties assessed for same, which arise out of or are solely created through (1) material errors or omissions by its personnel or agents in the day-to-day operations of the TCR/SJR Project Facilities; or, (2) the failure of Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as applicable, to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or Environmental Permit. Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall maintain adequate catastrophic insurance on the TCR/SJR Project Facilities on such terms and amounts as established by Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator.

4.4. **Finished Water Delivery Standards.**

4.4.1 The water quality, water pressure, and reliability standards stated in this Section shall apply for Finished Water supplied to the Pipeline Administrator(s) on behalf of the Wholesale Purchasers under this Contract for all phases of the TCR/SJR Project, unless otherwise specified herein.

4.4.2 The quality of the Finished Water to be delivered to the Wholesale Purchasers shall meet all applicable treatment levels prescribed by the Florida Department of Environmental Protection ("FDEP") in Chapter 62-550, Florida Administrative Code, as may be amended or transferred from time to time, as well as all other applicable regulations governing potable water.

4.4.3 When Cocoa provides Finished Water to the Pipeline Administrator(s), Cocoa shall deliver and the Pipeline Administrators(s) shall accept chloraminated water, unless the Parties otherwise agree by Consensus.

4.4.4 Cocoa shall deliver the Cocoa System Water at a minimum pressure requested by the Pipeline Administrator at the designated Dyal POC(s). Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s), as applicable, shall deliver the Finished Water at the minimum pressure determined as part of the applicable TCR/SJR Project PDRs for Phases 3 and 4 (s) as defined in the General Implementation Agreement at the Dyal POC(s) and Phase 4 Treatment POC(s), as applicable.

4.4.5 Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall routinely monitor water quality and water pressure for the Finished Water delivered to the Pipeline Administrator(s).

4.4.6 The Pipeline Administrator(s) and Wholesale Purchasers may independently monitor and test water quality and water pressure for the Finished Water provided by Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) under this Contract.

4.4.7 The Parties shall make available to each other any monitoring or testing results obtained by them regarding water quality or water pressure as it pertains to the Finished Water provided by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) under this Contract.

4.4.8 If any Party learns through its monitoring or testing that the Finished Water provided by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) does not meet the water quality or water pressure standard(s) provided herein, the Party, in addition to the noticing requirements specified in this Contract, shall provide verbal notice to Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate, immediately, and also provide verbal or e-mail (or other electronic communication) notice to all other Parties. Upon receipt of notice, Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate, shall immediately take all necessary

actions required to restore the water quality or water pressure standards required herein. The Pipeline Administrator may stop acceptance of Finished Water from Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate, until such time as said water is compliant with all standards provided for herein.

4.4.9 Cocoa shall ensure that Cocoa System Water and Phase 3 Finished Water be made available to the Wholesale Purchasers at all times.

4.4.10 Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall ensure that Phase 4 Finished Water be made available to the Parties in accordance with the operational protocol established as part of the TCR/SJR Project PDR(s) as defined in the General Implementation Agreement and the conditional limitations of the Regional Permits.

4.5. **Raw Water Delivery Standards.**

4.5.1 The water quality, water pressure, and reliability standards stated in this Section shall apply for any Raw Water supplied to the Phase 4 Non-Dyal Treatment Project Administrator or the Pipeline Administrator(s) on behalf of the Wholesale Purchasers, as appropriate, under this Contract for Phase 4 of the TCR/SJR Project unless otherwise specified herein.

4.5.2 Cocoa shall deliver any Raw Water at the minimum pressure and water quality determined as part of the applicable TCR/SJR Project PDRs for Phase 4 as defined in the General Implementation Agreement at the Dyal POC(s).

4.5.3 Cocoa shall routinely monitor water quality and water pressure for the Raw Water delivered to the Phase 4 Non-Dyal Treatment Project Administrator(s) or the Pipeline Administrator(s).

4.5.4 The Phase 4 Non-Dyal Treatment Project Administrator(s), Pipeline Administrator(s) and Wholesale Purchasers may independently monitor and test water quality and water pressure for the Raw Water provided by Cocoa under this Contract.

4.5.5 The Parties shall make available to each other any monitoring or testing results obtained by them regarding water quality or water pressure as it pertains to the Raw Water provided by Cocoa under this Contract.

4.5.6 If any Party learns through its monitoring or testing that the Raw Water provided by Cocoa does not meet the water quality or water pressure standard(s) provided herein, the Party, in addition to noticing requirements specified in this Contract, shall provide verbal notice to Cocoa, immediately, and also provide verbal or e-mail notice to all other Parties. Upon receipt of notice, Cocoa shall immediately take all necessary actions required to restore the water quality or water pressure standards required herein. The Phase 4 Non-Dyal Treatment Project Administrator(s) and Pipeline Administrator may stop acceptance of Raw Water from Cocoa until such time as said water is compliant with all standards provided for herein.

4.5.7 Cocoa shall ensure that any Raw Water be made available to the Parties in accordance with the operational protocol established as part of the TCR/SJR Project PDR(s) as defined in the General Implementation Agreement and the conditional limitations of the Regional Permits.

5. WATER CHARGES

5.1 **General.** Because the capital expenditure requirements and the operation and maintenance requirements associated with implementation of Phases 2, 3, and 4 of the TCR/SJR Project will differ in certain respects, the charges to be paid by

the Parties for water will differ based on the phase of the TCR/SJR Project from which the Finished Water or Raw Water is delivered as described further below.

5.2 **Administration.** As specified in the General Implementation Agreement, the project shall be administered as follows:

5.2.1 Phase 2. Cocoa shall be the Project Administrator of Phase 2.

5.2.2 Phase 3. Cocoa shall be the Project Administrator of Phase 3.

5.2.3 Phase 4. Three options for administration of Phase 4 are described in Section 5.7.

5.2.4 The Pipeline Administrator(s) will be selected as specified in the TCR/SJR Transmission Line Agreement.

5.3 **Transmission.** The Wholesale Purchasers shall implement a water transmission system to convey Finished Water from the Dyal POC(s), may implement a water transmission system to convey Finished Water from the Phase 4 Treatment POC(s) and may implement a water transmission system to convey Raw Water from the Dyal POC(s) to the Delivery Points in accordance with the TCR/SJR Transmission Line Agreement. Payments for the water transmission system and water usage shall be made in accordance with the TCR/SJR Transmission Line Agreement.

5.4 **Cost Allocation.** Cocoa shall allocate costs for the TCR/SJR Project as follows for all Phases:

5.4.1 Cost Categories. Cocoa shall identify all Base Year Fixed Capital Costs and Operations and Maintenance Costs.

5.4.2 Service Categories. Cocoa shall allocate the Base Year cost for each category of cost for Fixed Capital Costs and Operations and Maintenance Costs into service categories set forth in paragraphs 5.4.2.1 and 5.4.2.2. For certain cost categories, Cocoa shall distribute costs between the water and sewer/reuse service categories based on a weighted allocation.

5.4.2.1 Water. The water service category includes all costs associated with Cocoa's potable water system.

5.4.2.2 Sewer/Reuse. The sewer/reuse service category includes all costs associated with Cocoa's sewer and reclaimed water systems.

5.4.3 Customer Class Categories. Cocoa shall allocate the Base Year cost for each category of cost and cost offset for Fixed Capital Costs and Operations and Maintenance Costs that is allocated to the water service category as described in Section 5.4.2 into customer class categories set forth in paragraphs 5.4.3.1, 5.4.3.2, and 5.4.3.3. For certain cost categories, Cocoa shall distribute costs and cost offsets between the "Retail Only" and "Regional and Retail" customer class categories based on a weighted allocation.

5.4.3.1 Retail Only. The "Retail Only" customer class category includes all costs and cost offsets that only benefit Cocoa's retail customers, such as Cocoa's potable water distribution system.

5.4.3.2 Regional/Retail. The "Regional/Retail" customer class category includes all costs and cost offsets that benefit both Cocoa's retail and regional wholesale customers, such as the groundwater wells and surface water intakes as applicable to the appropriate Phase of the TCR/SJR Project.

5.4.3.3 Regional. The "Regional" customer class category includes all costs and cost offsets that only benefit the regional wholesale customers.

5.4.4 Surface Water Supply Categories for Regional/Retail Customers. In Phase 4 only, if Cocoa is to provide Raw Water to any Wholesale Purchaser or the Phase 4 Non-Dyal Treatment Project Administrator, Cocoa shall allocate the Base Year cost for each category of cost for Fixed Capital Costs and Operations and Maintenance Costs allocated to the water

service category as described in Section 5.4.2 into surface water supply categories set forth in paragraphs 5.4.4.1 and 5.4.4.2. For certain cost categories, Cocoa shall distribute costs between the surface water supply and remainder of regional/retail budget categories based on a weighted allocation.

5.4.4.1 Surface Water Supply. All costs associated with raw surface water systems including surface water intakes, raw water pumping, and raw water transmission as applicable to the appropriate Phase of the TCR/SJR Project. For Phase 4 Option 3, the surface water supply category shall specifically be the surface water supply systems associated only with the Phase 4 Raw Water Systems.

5.4.4.2 Remainder of Regional/Retail. All costs in the Regional/Retail customer class category not associated with surface water supply.

5.4.5 Fixed Capital Cost Categories. Cocoa shall allocate Base Year Fixed Capital Costs into the following categories:

5.4.5.1 Cash Funded Capital. Cash funded capital will be calculated by the application of the capital funding allocation factor to Fixed Capital Costs as described in Section 5.4.6.4.

5.4.5.2 Debt Funded Capital. Capital project expenses funded from the issuance of debt as determined by the application of the capital funding allocation factor to Fixed Capital Costs as described in Section 5.4.6.4 and the imputed annual debt service for the debt funded portion to be included in the net revenue requirement using the same terms for debt funding as in the 5-year capital improvement program (CIP).

5.4.6 Allocation Factors. Cocoa shall assign cost allocation factors to service categories, customer class categories, surface water supply categories, and capital funding categories for regional/retail customers as follows:

5.4.6.1 Direct Allocation. All of the costs associated with the cost category are directly assigned to a service category or customer category.

5.4.6.2 Criteria Allocation. Costs associated with the cost category are assigned to a service category or customer category based on a specific criterion such as miles of pipe, budget year equivalent residential units (ERUs), full time equivalent (FTE) employees, CIP costs, reserved capacity, or staff estimate, as appropriate.

5.4.6.3 Weighted Allocation. Costs associated with the cost category are assigned to a service category or customer category based on a weighted percentage of all allocated costs that were allocated based upon direct assignment or application of an allocation criterion.

5.4.6.4 Capital Funding Allocation. Costs associated with the capital funding category are assigned to cash funded capital or debt funded capital based on the average distribution between cash funded capital and debt funded capital projected in the 5-year CIP. The annual debt service for the debt funded portion of capital funding to be included in the net revenue requirement is to be calculated using the same terms for debt funding as in the 5-year CIP.

5.5 **Cocoa System Water Charges.** The Wholesale Purchasers shall pay Cocoa for Cocoa System Water during Phase 2, as follows:

5.5.1 Regional Usage Rate. The initial Phase 2 Regional Usage Rate will be $2.44 per thousand gallons as set forth in **Exhibit 1**. The Phase 2 Regional Usage Rate will be in effect until the initial delivery of Finished Water

from Phase 3, at which time the charges and rates will be updated as described in Section 5.6.

5.5.2 Rate Adjustments. For each Fiscal Year following the execution of this Contract, the Regional Usage Rate for Phase 2 shall be adjusted (increased or decreased) as described below. In the event Cocoa does not adopt a change to its retail water rates, the Regional Usage Rate shall remain unchanged from the previous Fiscal Year.

5.5.2.1 If Cocoa adopts a uniform water rate adjustment that applies to all of its water service and consumption charges that include the fixed monthly charges and water usage rates; that uniform rate adjustment (expressed as a percentage compared to the previous rate) shall be applied to determine the Regional Usage Rate for the upcoming Fiscal Year. When determining whether Cocoa has adopted a uniform water rate adjustment, other water system charges such as specific service charges, impact fees, fire protection, and connection charges shall not be considered.

5.5.2.2 If Cocoa applies varying rate adjustments to its water service and consumption charges that include the fixed monthly charges and water usage rates, then Cocoa shall determine the overall percent change in water rate revenue that shall be generated from the adjusted water rates from customers in Cocoa's city limits ("In-City"), and that overall percentage change in such water rate revenue shall be applied to determine the Regional Usage Rate for the upcoming Fiscal Year. Cocoa's proposed change in rate shall be accompanied by a report demonstrating the manner in which the change in rate was computed for the upcoming Fiscal Year.

5.5.3 Rate Recalculation. The Regional Usage Rate for Phase 2 may be recalculated and updated, in lieu of the annual rate adjustment, by Consensus of the Committee before the initiation of delivery of water from Phase 2 and shall be recalculated every five (5) years after the initiation of the delivery of water from Phase 2, unless by Consensus the Committee decides otherwise. The Regional Usage Rate for Phase 2 shall be recalculated by dividing the Wholesale Purchasers' portion of the total costs in the Regional/Retail customer cost category and Rate of Return by the Cocoa System Water usage in thousand gallons for the Current Year to determine a rate per thousand gallons, as presented in **Exhibit 1** and as described below:

5.5.3.1 Costs and other supplemental information in **Exhibit 1** shall be updated based on Base Year actual costs with Variable Operations and Maintenance Costs adjusted as appropriate based upon combined expected Regional Water Usage and Retail Water Usage for the Current Year, compared to the Base Year Cocoa System Water usage and Base Year Retail Water Usage.

5.5.3.2 The Current Year will be the Fiscal Year for which the Regional Usage Rate is being recalculated.

5.5.3.3 Retail Water Usage will be based on actual usage during the Base Year.

5.5.3.4 Cocoa System Water shall be the quantity of water made available by Cocoa as determined in Section 4.

5.5.3.5 Total Base Year costs in the Regional/Retail customer cost category shall be calculated as the sum of the Regional/Retail components of the following costs: Cash Funded Capital, Fixed Operations and Maintenance Costs, Variable Operations and Maintenance Costs, cost offsetting revenues, Annual Storage

Fee Payment, and Fixed Debt Service Costs, as demonstrated in **Exhibit 1**. Depreciation is not included in the calculation of costs. The capital funding allocation (pursuant to Section 5.4.6.4) used in the calculation of Cash Funded Capital shall not exceed 40 percent.

5.5.3.6 Total Base Year costs in the Regional/Retail customer cost category shall be multiplied by the ratio of Cocoa System Water usage to the total combined Cocoa System Water usage and Retail Water Usage to determine the Base Year costs associated with the Regional cost category.

5.5.3.7 The cost associated with the Rate of Return shall be added to the Regional cost category for Phase 2. The Rate of Return shall not be applied to the Annual Storage Fee Payment.

5.5.3.8 The Base Year Regional Usage Rate will be calculated by dividing Base Year Regional customer costs by the Cocoa System Water usage to determine a cost per thousand gallons. The Regional Usage Rate for the Base Year shall be adjusted to the Current Year using the Current Year rate adjustment as described in Section 5.5.2.

5.5.3.9 Cocoa's proposed change in rate shall be accompanied by a report demonstrating the manner in which the change in rate was computed for the upcoming Fiscal Year.

5.5.4 Regional Usage Charge. During Phase 2, the Wholesale Purchaser(s) shall pay Cocoa a Regional Usage Charge based on the quantity of water delivered to the Dyal POC(s).

5.5.5 Regional Usage Charge Calculation. The Regional Usage Rate for Phase 2 shall be multiplied by each Wholesale Purchaser's share of the actual monthly flow measured at a Dyal POC to determine the Regional Usage Charge to be paid to Cocoa by each Wholesale Purchaser on a monthly

basis. Each Wholesale Purchaser's share of the actual monthly flow measured at a Dyal POC shall be based on the actual monthly flows measured at the Delivery Point(s) associated with each Dyal POC as specified in Section 6 of this Contract. If Cocoa does not deliver any water to the Dyal POC(s) in a given month, there shall be no Regional Usage Charge for that month.

5.5.6 Contributed Capital Costs. The Wholesale Purchasers shall not directly pay for any Contributed Capital Costs associated with Cocoa's water supply and treatment system upstream of the Dyal POC(s).

5.6 **Phase 3 Water Charges**. The Parties shall pay Cocoa for TCR/SJR Project Water during Phase 3, as specified below.

5.6.1 Capital Investment. The Parties shall pay to Cocoa on a schedule approved by the Committee a charge equal to their Proportional Share of any Capital Investments for Phase 3 as defined in the General Implementation Agreement.

5.6.2 Phase 3 Charges and Rates. In the Fiscal Year prior to the initial delivery of Finished Water from Phase 3, Cocoa shall calculate the initial Regional Fixed Charge and Regional Usage Charge to be paid for water made available as a result of the implementation of Phase 3.

5.6.3 Phase 2 Rates Termination. Upon the initial delivery of Finished Water during Phase 3, the Phase 2 Regional Usage Rate charged by Cocoa for Cocoa System Water shall terminate, and any Cocoa System Water Cocoa provided during Phase 3 shall be charged at the Phase 3 Charges and Rates.

5.6.4 Regional Fixed Charge. The Parties shall pay Cocoa a Regional Fixed Charge for that Party's Capacity Allotment of Phase 3.

5.6.5 Regional Fixed Charge Calculation. The Regional Fixed Charge for Phase 3 shall be calculated by dividing the sum of Base Year annual Cash Funded Capital, Fixed Operations and Maintenance Costs including the associated

Rate of Return, Annual Storage Fee Payment, Fixed Debt Service costs, and cost offsetting revenues associated with the Regional customer cost category by the Phase 3 TCR/SJR Project annual average daily capacity at the Dyal WTP adjusted to the Current Year to determine a fixed charge per unit of treatment plant capacity in MGD, as demonstrated in **Exhibit 2** and as described below.

5.6.5.1 Costs and other supplemental information in **Exhibit 2** shall be updated based on actual costs for the Base Year.

5.6.5.2 The Current Year will be the Fiscal Year for which the Regional Fixed Charge is being calculated.

5.6.5.3 Retail Water Usage will be based on actual annual average daily usage during the Base Year.

5.6.5.4 Total Base Year fixed costs in the Regional/Retail customer cost category for Phase 3 shall be calculated as the sum of Cash Funded Capital, Fixed Operations and Maintenance Costs, cost offsetting revenues, Annual Storage Fee Payment, and Fixed Debt Service Costs, as demonstrated in **Exhibit 2**. Depreciation is not included in the calculation of total costs. The capital funding allocation (pursuant to Section 5.4.6.4) used in the calculation of Cash Funded Capital shall not exceed 40 percent.

5.6.5.5 The total Base Year fixed costs associated with the Regional/Retail customer cost category shall be multiplied by the ratio of the Phase 3 TCR/SJR Project annual average capacity at the Dyal WTP to the total annual average capacity that can be produced by the Dyal WTP to determine the costs associated with the Regional customer cost category.

5.6.5.6 The Base Year cost associated with the Rate of Return shall be added to the Regional cost category for Phase 3. The Rate of Return shall not be applied to the Annual Storage Fee Payment.

5.6.5.7 The Base Year fixed cost associated with the Regional customer cost category shall be divided by the Phase 3 TCR/SJR Project annual average daily capacity at the Dyal WTP in MGD to calculate an annual Regional Fixed Charge for the Base Year per MGD of capacity. The annual Regional Fixed Charge for the Base Year per MGD of capacity shall be divided by 12 to calculate a monthly Regional Fixed Charge for the Base Year per MGD of capacity. The monthly fixed charge per MGD of capacity shall be adjusted to the Current Year using the Current Year rate adjustment adopted by Cocoa as described in Section 5.6.9. The monthly Regional Fixed Charge for the Current Year per MGD of capacity shall be multiplied by each Party's Proportional Share of the TCR/SJR Phase 3 capacity in MGD to calculate the Regional Fixed Charge to be paid to Cocoa on a monthly basis. If a Party does not take water from the TCR/SJR Project, or a Party's service is terminated due to non-payment, that Party shall still be responsible for paying the Regional Fixed Charge, unless all of the Party's allocation was conveyed or assigned to another Party pursuant to the General Implementation Agreement.

5.6.6 Regional Usage Rate. The Regional Usage Rate for Phase 3 shall be calculated by dividing annual variable costs associated with the Regional customer cost category by the Regional Water Usage in thousand gallons to determine a rate per thousand gallons, as demonstrated in **Exhibit 2** and as described below.

5.6.6.1 Costs and other supplemental information in **Exhibit 2** shall be updated based on actual costs in the Base Year.

5.6.6.2 The Current Year will be the Fiscal Year for which the Regional Usage Rate is being calculated.

5.6.6.3 Retail Water Usage will be based on actual annual average daily usage during the Base Year.

5.6.6.4 Regional Water Usage shall be based on the Wholesale Purchaser's actual annual average daily usage during the Base Year. For the initial year the Phase 3 charges and rates are calculated, the Regional Water Usage shall be based on the Party's Wholesale Water Estimate.

5.6.6.5 Total Base Year variable costs in the Regional/Retail customer cost category for Phase 3 shall be calculated as the Variable Operations and Maintenance Costs for the Base Year, adjusted as appropriate based upon combined expected Regional Water Usage and Retail Water Usage for the Current Year, compared to the Regional Water Usage and Retail Water Usage for the Base Year, as demonstrated in **Exhibit 2**.

5.6.6.6 The total Base Year variable costs associated with the Regional/Retail customer cost category shall be multiplied by the ratio of the Regional Water Usage to the sum of Retail Water Usage and Regional Water Usage to determine the Base Year costs associated with the Regional customer cost category.

5.6.6.7 The Base Year cost associated with the Rate of Return shall be added to the Regional cost category for Phase 3.

5.6.6.8 The Regional Usage Rate for the Base Year will be calculated by dividing the Base Year variable costs associated with the regional customer cost category by the Regional Water Usage to determine a rate per thousand gallons for the Base Year. The Regional Usage Rate for the Base Year shall be adjusted to the Current Year using the Current Year rate adjustment adopted by Cocoa as described in Section 5.6.9.

5.6.7 Regional Usage Charge. During Phase 3, the Parties shall pay Cocoa a Regional Usage Charge based on the quantity of water delivered to the Dyal POC(s).

5.6.8 Regional Usage Charge Calculation. The Regional Usage Rate for Phase 3 shall be multiplied by each Wholesale Purchaser's share of the actual monthly flow measured at a Dyal POC to determine the Regional Usage Charge to be paid to Cocoa by each Wholesale Purchaser on a monthly basis. Each Wholesale Purchaser's share of the actual monthly flow measured at a Dyal POC shall be based on the actual monthly flows measured at the Delivery Point(s) associated with each Dyal POC as specified in Section 6 of this Contract. If Cocoa does not deliver any water to the Dyal POC(s) in a given month, there shall be no Regional Usage Charge for that month.

5.6.9 Rate Adjustments. For each Fiscal Year following the initial delivery of Finished Water during Phase 3, the Regional Fixed Charge and Regional Usage Rate shall be adjusted (increased or decreased) as described below. In the event Cocoa does not adopt a change to its retail water rates, the Regional Usage Rate shall remain unchanged from the previous Fiscal Year.

5.6.9.1 If Cocoa adopts a uniform water rate adjustment that applies to all of its water service and consumption charges that include the fixed monthly charges and water usage rates; that uniform rate adjustment (expressed as a percentage compared to the previous rate) shall be applied to determine the Regional Usage Rate for the upcoming Fiscal Year. When determining whether Cocoa has adopted a uniform water rate adjustment, other water system charges such as specific service charges, impact fees, fire protection, and connection charges shall not be considered.

5.6.9.2 If Cocoa applies varying rate adjustments to its water service and consumption charges that include the fixed monthly charges and water usage rates, then Cocoa shall determine the overall percent change in water rate revenue that shall be generated from the adjusted water rates from customers in Cocoa's city limits ("In-City"), and that overall percentage change in suchwater rate revenue shall be applied to determine the Regional Fixed Charge and Regional Usage Rate for the upcoming Fiscal Year. Cocoa's proposed change in rate shall be accompanied by a detailed report demonstrating the manner in which the change in rate was computed for the upcoming Fiscal Year.

5.6.9.3 If one or more Parties select Cocoa to provide Finished Water as the Phase 4 Dyal Treatment Project Administrator for their Phase 4 Capacity Allotment, the Phase 3 annual rate adjustment process shall continue until the initial delivery of Finished Water from Phase 4 by Cocoa to that Party(s).

5.6.9.4 If one or more Parties select a Wholesale Purchaser to be the Phase 4 Non-Dyal Treatment Project Administrator for their Phase 4 Capacity Allotment, Cocoa shall continue to provide up to 24 MGD of Finished Water from Phase 3 (including Cocoa's existing 8.83 MGD annual average permitted allocation) and any Cocoa System Water still available from Phase 2 at the Phase 3 Finished Water charges and rates to that Wholesale Purchaser(s), and the Phase 3 annual rate adjustment process shall continue to be applied to Finished Water provided to that Wholesale Purchaser by Cocoa throughout Phase 4.

5.6.9.5 If one or more Parties select to receive Raw Water from Cocoa under Phase 4, Cocoa shall continue to provide up to 24 MGD of

Finished Water from Phase 3 (including Cocoa's existing 8.83 MGD annual average permitted allocation) and any Cocoa System Water still available from Phase 2 at the Phase 3 Finished Water charges and rates to that Wholesale Purchaser(s), and the Phase 3 annual rate adjustment process shall continue to be applied to Finished Water provided by Cocoa to that Wholesale Purchaser throughout Phase 4.

5.6.10 Rate Recalculation. The Regional Fixed Charge and Regional Usage Rate for Phase 3 shall be recalculated every five (5) years after the initiation of the delivery of water from Phase 3, unless by Consensus the Committee decides otherwise, using a process that is in accordance with **Exhibit 2** and as described in Section 5.6. Any proposed change in rate by Cocoa shall be accompanied by a detailed report demonstrating the manner in which the change in Regional Fixed Charge and Regional Usage Rate was computed for the upcoming Fiscal Year.

5.7 **Phase 4 Administration Options**. The options for the administration of Phase 4 are presented below. As specified in the General Implementation Agreement, each Party shall individually elect the option(s) for implementation of its portion of Phase 4. The Parties recognize that the possibility exists of all Parties selecting the same option or some or all of the Parties selecting different options. For all Phase 4 implementation options, Cocoa shall continue to produce and deliver up to 24 MGD of Finished Water from Phase 3 (including Cocoa's existing 8.83 MGD annual average permitted allocation) and any Cocoa System Water still available from Phase 2. For all Phase 4 implementation options, Cocoa shall also implement the Raw Water System.

5.7.1 Cocoa as the Phase 4 Dyal Treatment Project Administrator (Option 1). Under this option, Cocoa will implement the Phase 4 Dyal Treatment System required to produce and deliver Finished Water to the Pipeline Administrator(s) at the Dyal POC(s) under Phase 4 as directed by the

Phase 4 Dyal Treatment Committee, as described in the General Implementation Agreement. Under this option, if all Parties select to have Cocoa provide Finished Water under Phase 4, Cocoa shall implement all infrastructure required to deliver Finished Water to the Pipeline Administrator(s). The Pipeline Administrator(s) shall be responsible for delivering Finished Water from the Dyal POC(s) to the Delivery Points in accordance with the terms of the TCR/SJR Transmission Line Agreement.

5.7.2 A Wholesale Purchaser(s) as Phase 4 Non-Dyal Treatment Project Administrator(s) (Option 2). Under Option 2, a Wholesale Purchaser(s) will implement all or a portion of the Phase 4 Non-Dyal Treatment System(s) required to produce and deliver Finished Water to the Pipeline Administrator(s). Under this option, the Phase 4 Non-Dyal Treatment Project Administrator(s) will -deliver water from the Dyal POC(s) to the Phase 4 Non-Dyal Treatment System(s). In addition under this option, Cocoa will provide Raw Water to the Phase 4 Non-Dyal Treatment Project Administrator(s) at the Dyal POC(s). The Pipeline Administrator(s) shall be responsible for delivering Finished Water from the Phase 4 Treatment POC(s) to the Delivery Points in accordance with the terms of the TCR/SJR Transmission Line Agreement.

5.7.3 Raw Water (Option 3). For a Party(s) that elects to receive Raw Water in Phase 4, Raw Water shall be obtained from Cocoa at the Dyal POC(s). The Pipeline Administrator(s) shall be responsible for delivering Raw Water from the Dyal POC(s) to the Delivery Points in accordance with the terms of the TCR/SJR Transmission Line Agreement.

5.8 **Phase 4 Charges and Rates when Cocoa Provides Finished Water Under Phase 4 (Option 1)**. Parties that elect to have Cocoa provide Finished Water under Phase 4 as the Phase 4 Dyal Treatment Project Administrator shall pay Cocoa a Regional Fixed Charge and a Regional Usage Rate during Phase 4.

5.8.1 Capital Investment. Any Party that selected Cocoa to provide Finished Water under Phase 4 may opt to pay to Cocoa as the Phase 4 Dyal Treatment Project Administrator on a schedule approved by the Phase 4 Dyal Treatment Committee a charge equal to their Capital Investments related to the construction of any component of the Phase 4 Dyal Treatment System and Raw Water System associated with Phase 4 for that Party's Phase 4 Capacity Allotment. If a Party opts to pay Contributed Capital Costs, the Capital Investments shall not be applied in the calculation of the Phase 4 Charges and Rates for that Party. No fees, charges, requirements or conditions related to Obligations, bonding and/or other financing options for Phase 4 infrastructure shall be applied to the Parties that pay Contributed Capital Costs for Phase 4.

5.8.2 Phase 3 Charges and Rates Termination. Upon the initial delivery of TCR/SJR Project Water to a Party that selects Cocoa to provide Finished Water from Phase 4, the Phase 3 Regional Fixed Charge and Regional Use Rate charged to that Party by Cocoa for Cocoa System Water and TCR/SJR Project Finished Water during Phase 3 shall terminate, and Cocoa System Water and TCR/SJR Project Water shall be charged to that Party at the Phase 4 Rates.

5.8.3 Regional Fixed Charge. The Parties that select Cocoa to provide Finished Water under Phase 4 shall pay Cocoa a Regional Fixed Charge for that Party's Phase 4 Capacity Allotment.

5.8.4 Regional Fixed Charge Calculation. The Regional Fixed Charge for Phase 4 for Parties that selected Cocoa to provide Finished Water under Phase 4 shall be calculated by dividing the sum of annual Cash Funded Capital; Fixed Operations and Maintenance Costs including the associated Rate of Return; Annual Storage Fee Payment; Fixed Debt Service Cost; and cost offsetting revenues associated with the Regional customer cost category for the Base Year by the Phase 4 TCR/SJR Project annual average daily

capacity at the Dyal WTP and any expanded or new treatment at the Dyal WTP implemented in association with Phase 4 to determine an annual Regional Fixed Charge for the Base Year per unit treatment plant capacity in MGD. The annual Regional Fixed Charge for the Base Year per unit treatment plant capacity in MGD shall be divided by 12 to calculate a monthly Regional Fixed Charge for the Base Year per MGD of capacity. The monthly Regional Fixed Charge for the Base Year per MGD of capacity shall be adjusted to the Current Year using the Current Year rate adjustment adopted by Cocoa as described in Section 5.6.9. The monthly Regional Fixed Charge for the Current Year per MGD of capacity shall be multiplied by the Capacity Allotment of each Party that selected Cocoa to provide Finished Water under Phase 4 in MGD to calculate the Regional Fixed Charge to be paid by each Party on a monthly basis. The calculation of the Regional Fixed Charge for Phase 4 shall be performed consistent with calculation of the Regional Fixed Charge for Phase 3 as demonstrated in **Exhibit 2** and described in Section 5.6. The capital funding allocation (pursuant to Section 5.4.6.4) used in the calculation of Cash Funded Capital shall not exceed 40 percent. If a Party does not take water from the TCR/SJR Project, or is shut down due to non-payment, the Party shall still be responsible for paying the Regional Fixed Charge, unless all of that Party's allocation was transferred to another Party pursuant to the General Implementation Agreement.

5.8.5 Obligations. In addition to the Fixed Capital Costs and Fixed Operation and Maintenance Costs, if a Party requests and Cocoa agrees to have Cocoa issue an Obligation to finance its portion of the Contributed Capital Cost associated with the development, design, and construction of the infrastructure required to be constructed for that Party's Phase 4 Capacity Allotment, the requesting Party and Cocoa shall enter a separate agreement governing the terms of financing through that Obligation.

5.8.6 Regional Usage Rate. The Regional Usage Rate for Phase 4 for Parties that selected Cocoa to provide Finished Water under Phase 4 shall be calculated by dividing the annual Base Year Variable Operations and Maintenance Costs including the associated Rate of Return associated with the Regional cost category by the Base Year Regional Water Usage in thousand gallons to determine a Base Year Regional Usage Rate per thousand gallons for Finished Water produced and delivered by Cocoa under Phase 4. The Base Year Regional Usage Rate shall be adjusted to the Current Year using the Current Year rate adjustment adopted by Cocoa as described in Section 5.6.9. This calculation shall be performed consistent with the calculation of the Regional Usage Rate for Phase 3 as demonstrated in **Exhibit 2** and described in Section 5.6.6.

5.8.7 Regional Usage Charge. During Phase 4, the Parties shall pay Cocoa a Regional Usage Charge based on the quantity of water delivered to the Dyal POC(s).

5.8.8 Regional Usage Charge Calculation. The Regional Usage Rate for Phase 4 shall be multiplied by each Wholesale Purchaser's share of the actual monthly flow measured at a Dyal POC to determine the Regional Usage Charge to be paid to Cocoa by each Wholesale Purchaser on a monthly basis. Each Wholesale Purchaser's share of the actual monthly flow at a Dyal POC shall be based on the actual monthly flows measured at the Delivery Point(s) associated with each Dyal POC as specified in Section 6 of this Contract. If Cocoa does not deliver any water to the Dyal POC(s) in a given month, there shall be no Regional Usage Charge for that month.

5.8.9 Rate of Return. A Rate of Return shall be applied consistent with the methodology described in Section 5.6. The Rate of Return shall not be applied to the Annual Storage Fee Payment.

5.8.10 Rate Recalculation. For each Fiscal Year following the initial delivery of Finished Water during Phase 4, the Regional Fixed Charge and Regional

Usage Charge shall be recalculated and adjusted (increased or decreased) consistent with the calculations of the Regional Fixed Charge and Regional Usage Charge described in this section. The Phase 4 Dyal Treatment Committee and any Wholesale Purchaser shall have the right to conduct its own audit at its sole expense by a certified public accounting firm of the recalculation. A copy of the audit will be provided at the request of any Party. Wholesale Purchasers that have not chosen to have Cocoa provide Finished Water under Phase 4 as the Phase 4 Dyal Treatment Project Administrator will continue to receive Phase 3 Finished water from Cocoa and the Phase 3 rates will be recalculated as provided for in Section 5.6.10 - Rate Recalculation and adjusted annually as provided for in Section 5.6.9 - Rate Adjustments.

5.8.12 Notice. On or before May 15 prior to the Fiscal Year after initiation of Phase 4 and every May 15 thereafter, Cocoa shall notify the Parties of the preliminary water charges and rates to be billed by Cocoa for the upcoming Fiscal Year. Cocoa's preliminary charges and rates shall be accompanied by a report detailing the calculation of the charges and rates computed for the upcoming Fiscal Year. On or before July 30 prior to the Fiscal Year after initiation of Phase 4 and every July 30 thereafter, Cocoa shall notify the Parties of the final water charges and rates to be billed by Cocoa for the upcoming Fiscal Year.

5.9 **Phase 4 Charges and Rates when a Wholesale Purchaser Other than Cocoa is a Phase 4 Non-Dyal Treatment Project Administrator (Option 2)**. When a Wholesale Purchaser(s) is the Phase 4 Non-Dyal Treatment Project Administrator for all or a portion of the Finished Water produced and delivered from Phase 4, the Wholesale Purchasers that selected another Wholesale Purchaser(s) as the Phase 4 Non-Dyal Treatment Project Administrator shall pay charges and rates for water during Phase 4 as provided below.

5.9.1 Phase 2 and Phase 3 Finished Water. For any Wholesale Purchaser that selected a Wholesale Purchaser(s) to provide Finished Water under Phase 4, Cocoa shall continue to deliver that Wholesale Purchaser's share of Cocoa System Water as Finished Water to the Pipeline Administrator(s) at the Dyal POC(s). Cocoa shall also continue to deliver that Wholesale Purchaser's Capacity Allotment of TCR/SJR Project Water available from Phase 3 as Finished Water, up to a total Phase 3 capacity of 24 MGD annual average (including Cocoa's existing 8.83 MGD annual average permitted allocation) to the Pipeline Administrator(s) at the Dyal POC(s). If the daily quantity of water available from the TCR/SJR Project is less than 24 MGD (including Cocoa's existing 8.83 MGD annual average permitted allocation), Cocoa shall provide all water available from the Project as Finished Water to the Pipeline Administrator(s) and Cocoa. If the daily quantity of water available from the TCR/SJR Project is greater than 24 MGD (including Cocoa's existing 8.83 MGD annual average permitted allocation), Cocoa shall provide 24 MGD (including Cocoa's existing 8.83 MGD annual average permitted allocation) of Finished Water from the TCR/SJR Project to the Pipeline Administrator(s) and Cocoa.

5.9.2 Phase 2 and Phase 3 Finished Water Charges and Rates. Cocoa System Water provided to the Pipeline Administrator(s) during Phase 4 shall be billed to the Wholesale Purchaser(s) by Cocoa at the Phase 3 Charges and Rates provided for in Section 5.6. TCR/SJR Project Water available as a result of Phase 3 and provided to the Pipeline Administrator(s) and Cocoa during Phase 4 shall be billed to the Parties by Cocoa at the Phase 3 Charges and Rates provided for in Section 5.6.

5.9.3 Phase 4 Raw Water Charges and Rates. Cocoa shall charge the Phase 4 Non-Dyal Treatment Project Administrator Phase 4 Raw Water charges and rates for Raw Water delivered to the Dyal POC(s) during Phase 4.

These charges and rates shall be developed by Cocoa as specified for Cocoa delivering Raw Water directly to a Wholesale Purchaser in Section 5.11.

5.9.4 Phase 4 Finished Water Charges and Rates. The Wholesale Purchaser(s) that select a Wholesale Purchaser(s) to provide Finished Water under Phase 4 shall pay the Phase 4 Non-Dyal Treatment Project Administrator a Regional Fixed Charge for Finished Water made available by the Phase 4 Non-Dyal Treatment Project Administrator under Phase 4. The Wholesale Purchasers(s) shall pay the Phase 4 Non-Dyal Treatment Project Administrator a Regional Usage Charge for Finished Water provided under Phase 4 by the Phase 4 Non-Dyal Treatment Project Administrator to the Phase 4 Treatment POC(s). Phase 4 Finished Water charges and rates shall be developed by the Phase 4 Non-Dyal Treatment Project Administrator sufficient to pay the Fixed Capital Costs, Renewal and Replacement Costs, Fixed Operation and Maintenance Costs and Variable Operation and Maintenance Costs including the associated Rate of Return based upon cost-of-service principals as described herein.

5.9.4.1 Phase 4 Non-Dyal Treatment Project Administrator(s). The Phase 4 Non-Dyal Treatment Project Administrator shall be one of the Wholesale Purchasers as determined under the General Implementation Agreement. The Phase 4 Non-Dyal Treatment Project Administrator shall charge the Wholesale Purchaser(s) for Finished Water delivered to the Phase 4 Non-Dyal Treatment POC(s). These charges shall include the Raw Water Usage Charges billed to the Phase 4 Non-Dyal Treatment Project Administrator by Cocoa for the delivery of Raw Water provided under Phase 4 to the Dyal POC(s), and the charges and rates required for the Phase 4 Non-Dyal Treatment System.

5.9.4.2 Capital Investment. Any Party that selected another Wholesale Purchaser(s) to provide Finished Water under Phase 4 may opt to pay the Phase 4 Non-Dyal Treatment Project Administrator on a schedule approved by the Phase 4 Non-Dyal Treatment Committee for their Contributed Capital Costs related to the construction of any component of the Phase 4 Non-Dyal Treatment System for that Wholesale Purchaser's Phase 4 Capacity Allotment. If a Wholesale Purchaser opts to pay Capital Investments, the Capital Investments shall not be applied in the calculation of the Phase 4 Finished Water Charges and Rates for that Wholesale Purchaser. No fees, charges, requirements or conditions related to bonding and/or other financing options for the Phase 4 Non-Dyal Treatment System shall be applied to the Wholesale Purchasers that pay Contributed Capital Costs for Phase 4.

5.9.4.3 Finished Water Regional Fixed Charge. The Parties that select a Wholesale Purchaser(s) to provide Finished Water under Phase 4 shall pay the Phase 4 Non-Dyal Treatment Project Administrator a Regional Fixed Charge consisting of all Fixed Capital Costs, Renewal and Replacement Costs, Fixed Operations and Maintenance Costs including the associated Rate of Return, and Raw Water Regional Fixed Charges associated with the Phase 4 Non-Dyal Treatment System for that Wholesale Purchaser's Phase 4 Capacity Allotment. Depreciation is not included in the calculation of costs.

5.9.4.4 Finished Water Regional Fixed Charge Calculation. The Regional Fixed Charge for Finished Water provided by the Phase 4 Non-Dyal Treatment Project Administrator during

Phase 4 shall be calculated by dividing the sum of TCR/SJR Project annual Fixed Capital Costs, Renewal and Replacement Cost, Fixed Operations and Maintenance Costs including the associated Rate of Return, and Raw Water Regional Fixed Charges billed to the Phase 4 Non-Dyal Treatment Project Administrator by Cocoa, by the total capacity of the Phase 4 Non-Dyal Treatment System to determine a fixed annual charge per unit of treatment plant capacity in MGD. The capital funding allocation (pursuant to Section 5.4.6.4) used in the calculation of Cash Funded Capital shall not exceed 40 percent. This calculation should be done in a similar manner and consistent with the methodology used to develop the Regional Fixed Charge billed by Cocoa when a Wholesale Purchaser selects Cocoa to provide Finished Water under Phase 4, as demonstrated in **Exhibit 2** and described in Section 5.8. The fixed charge per MGD of capacity shall be multiplied by the Phase 4 Capacity Allotment of each Wholesale Purchaser in MGD to calculate a fixed annual charge for each Wholesale Purchaser. The fixed annual charge shall be divided by 12 to calculate the Regional Fixed Charge to be paid to the Phase 4 Non-Dyal Treatment Project Administrator by each Wholesale Purchaser on a monthly basis for the Phase 4 Non-Dyal Treatment System. If a Wholesale Purchaser does not take water from Phase 4 of the TCR/SJR Project, or is shut down due to non-payment, the Wholesale Purchaser shall still be responsible for paying the Regional Fixed Charge, unless all of the Wholesale Purchaser's allocation was transferred to another Wholesale Purchaser pursuant to the General Implementation Agreement.

5.9.4.5 Obligations. In addition to the Fixed Capital Costs, Renewal and Replacement Costs, and Fixed Operation and Maintenance Costs, if a Wholesale Purchaser requests and the Phase 4 Non-Dyal Treatment Project Administrator agrees to have the Phase 4 Non-Dyal Treatment Project Administrator issue an Obligation to finance its portion of the Contributed Capital Cost associated with the development, design, and construction of the infrastructure to be constructed by the Phase 4 Non-Dyal Treatment Project Administrator for that Party's Phase 4 Capacity Allotment. The requesting Party and Phase 4 Non-Dyal Treatment Project Administrator shall enter into a separate agreement governing the terms of financing through that Obligation.

5.9.4.6 Finished Water Regional Usage Rate. The Regional Usage Rate for Phase 4 for Parties that selected a Wholesale Purchaser(s) to provide Finished Water under Phase 4 shall be calculated by dividing the TCR/SJR Project Variable Operations and Maintenance Costs including the associated Rate of Return of the Phase 4 Non-Dyal Treatment System and Raw Water Regional Water Usage Charges billed to the Phase 4 Non-Dyal Treatment Project Administrator by Cocoa, by the Regional Water Usage expressed as a rate per thousand gallons. Regional Water Usage shall be based on the Wholesale Purchaser's actual annual average daily usage during the Base Year. For the initial year the Phase 4 charges and rates are calculated, the Regional Water Usage shall be based on the Party's Wholesale Water Estimate. This calculation should be done in a similar manner and consistent with the methodology used to develop the Regional Usage Rate billed

by Cocoa when a Wholesale Purchaser selects Cocoa to provide Finished Water under Phase 4, as demonstrated in **Exhibit 2** and described in Section 5.8.

5.9.4.7. Regional Usage Charge. During Phase 4, Wholesale Purchasers shall pay the Phase 4 Non-Dyal Treatment Project Administrator a Regional Usage Charge based on the quantity of water delivered to the Phase 4 Treatment POC(s).

5.9.4.8. Regional Usage Charge Calculation. The Regional Usage Rate for the Phase 4 Non-Dyal Treatment System shall be multiplied by each Wholesale Purchaser's share of the actual monthly flow measured at a Phase 4 Treatment POC to determine the Regional Usage Charge to be paid to the Phase 4 Non-Dyal Treatment Project Administrator by each Wholesale Purchaser on a monthly basis. Each Wholesale Purchaser's share of the actual monthly flow at a Phase 4 Treatment POC shall be based on the actual monthly flows measured at the Delivery Point(s) as specified in Section 6. If the Phase 4 Non-Dyal Treatment Project Administrator does not deliver any water to the Phase 4 Treatment POC(s) in a given month, there shall be no Regional Usage Charge for that month.

5.9.4.9 Rate of Return. A Rate of Return shall be applied consistent with the methodology described in Section 5.6. The Rate of Return shall not be applied to the cost of Raw Water provided by Cocoa to the Phase 4 Non-Dyal Treatment Project Administrator.

5.9.4.10 Rate Recalculation. For each Fiscal Year following the initial delivery of Finished Water during Phase 4, the Regional Fixed Charge and Regional Usage Charge shall be recalculated and

adjusted (increased or decreased) consistent with the calculations of the Regional Fixed Charge and Regional Usage Charge described in this section. The Phase 4 Non-Dyal Treatment Committee and any participating Wholesale Purchaser shall have the right to conduct its own audit at its sole expense by a certified public accounting firm of the recalculation. A copy of the audit will be provided at the request of any participating Wholesale Purchaser.

5.9.4.11 Enterprise Fund. The Phase 4 Non-Dyal Treatment Project Administrator shall establish an Enterprise Fund for the Phase 4 Non-Dyal Treatment System. The cost of any shared resources proposed by the Phase 4 Non-Dyal Treatment Project Administrator for the administration, operation, and maintenance of Phase 4 Non-Dyal Treatment System shall be determined through an indirect cost allocation study. Enterprise Fund records shall be available for inspection and audit at the request of any Wholesale Purchaser.

5.9.4.12 Accounting, Audits and Adjustments for Actual Expenses and Finished Water Use. If the Wholesale Purchasers select to receive Finished Water at their designated Delivery Points, the Phase 4 Non-Dyal Treatment Project Administrator shall maintain accounts and records of actual total Finished Water flow through the Phase 4 Treatment POC(s) and the Delivery Points. The Phase 4 Non-Dyal Treatment Project Administrator shall also maintain accounts and records of all revenue derived from applicable sources to meet all of the actual Regional Fixed Charges and Regional Usage Charges incurred with respect to the Phase 4 Non-Dyal Treatment System. Beginning on the April 1 immediately following the Fiscal Year in which Phase 4 was

implemented, on or before each April 1 the Phase 4 Non-Dyal Treatment Project Administrator shall complete an audit of the aforesaid records and accounts to be conducted by a certified public accounting firm. The audit shall determine the correct Regional Fixed Charge and Regional Usage Charge for each Wholesale Purchaser based on actual cost during the preceding Fiscal Year. In the event the audit determines an underpayment was made by a Wholesale Purchaser, then said underpayment shall be added by the Phase 4 Non-Dyal Treatment Project Administrator to that Wholesale Purchaser's Regional Fixed Charges and Regional Usage Charges, as appropriate, for the remaining months of the current Fiscal Year as equal monthly payments. If the audit determines that an overpayment was made to a Wholesale Purchaser, then said overpayment shall be deducted by the Phase 4 Non-Dyal Treatment Project Administrator from that Wholesale Purchaser's Regional Fixed Charges and Regional Usage Charges, as appropriate, for the remaining months of the current Fiscal Year as equal monthly credits. Each Wholesale Purchaser shall have the right at its sole expense to conduct its own annual audit by a certified public accounting firm of the accounts and records of all revenue derived from the applicable sources following the Fiscal Year in which Phase 4 was implemented.

5.9.4.13 Notice. On or before May 15 prior to the Fiscal Year after selection of a Phase 4 Non-Dyal Treatment Project Administrator and every May 15 thereafter, the Phase 4 Non-Dyal Treatment Project Administrator shall provide the Wholesale Purchasers the charges and rates to be billed by the Phase 4 Non-Dyal Treatment Project Administrator for the

upcoming Fiscal Year. The Phase 4 Non-Dyal Treatment Project Administrator preliminary charges and rates shall be accompanied by a report detailing the calculation of the charges and rates computed for the upcoming Fiscal Year. On or before July 30 prior to the Fiscal Year after initiation of Phase 4 and every July 30 thereafter, the Phase 4 Non-Dyal Treatment Project Administrator shall notify the Wholesale Purchasers of the final water charges and rates to be billed by the Phase 4 Non-Dyal Treatment Project Administrator for the upcoming Fiscal Year.

5.10 **Phase 4 Raw Water Charges and Rates (Option 3)**. When a Wholesale Purchaser(s) elects to receive Raw Water from Cocoa under Phase 4, that Wholesale Purchaser(s) shall pay Cocoa the charges and rates during Phase 4 as provided below. When a Wholesale Purchaser(s) selects to receive Finished Water from a Wholesale Purchaser under Phase 4 Option 2, Cocoa will charge the Phase 4 Non-Dyal Treatment Project Administrator the Raw Water Regional Fixed Charges and the Raw Water Regional Usage Charges provided below and the Phase 4 Non-Dyal Treatment Project Administrator will charge the Wholesale Purchaser(s) as provided in Section 5.9.

5.10.1 Phase 3 Finished Water. For any Wholesale Purchaser that selected to receive Raw Water under Phase 4, Cocoa shall continue to deliver that Wholesale Purchaser's share of Cocoa System Water as Finished Water to the Pipeline Administrator(s) at the Dyal POC(s). Cocoa shall also continue to deliver that Wholesale Purchaser's Capacity Allotment of TCR/SJR Project Water available from Phase 3 as Finished Water, up to a total Phase 3 capacity of 24 MGD annual average (including Cocoa's existing 8.83 MGD annual average permitted allocation) to the Pipeline Administrator(s) and Cocoa at the Dyal POC(s). If the daily quantity of water available from the TCR/SJR Project is less than 24 MGD (including

Cocoa's existing 8.83 MGD annual average permitted allocation), Cocoa shall provide all water available from the Project as Finished Water to the Pipeline Administrator(s) and Cocoa. If the daily quantity of water available from the TCR/SJR Project is greater than 24 MGD (including Cocoa's existing 8.83 MGD annual average permitted allocation), Cocoa shall provide 24 MGD (including Cocoa's existing 8.83 MGD annual average permitted allocation) of Finished Water from the TCR/SJR Project as to the Pipeline Administrator(s) and Cocoa.

5.10.2 Phase 3 Finished Water Charges and Rates. Cocoa System Water provided to the Pipeline Administrator(s) during Phase 4 shall be billed to the Wholesale Purchaser(s) by Cocoa at the Phase 3 Charges and Rates provided for in Section 5.6. TCR/SJR Project Water available as a result of Phase 3 and provided to the Pipeline Administrator(s) and Cocoa during Phase 4 shall be billed to the Parties by Cocoa at the Phase 3 Charges and Rates provided for in Section 5.6.

5.10.3 Phase 4 Raw Water Charges and Rates. The Wholesale Purchaser(s) that selects Raw Water under Phase 4 shall pay Cocoa a Regional Fixed Charge for Raw Water made available by Cocoa under Phase 4 to the Dyal POC(s). The Wholesale Purchaser(s) shall also pay Cocoa a Regional Usage Charge for Raw Water provided under Phase 4 by Cocoa to the Dyal POC(s). Phase 4 Raw Water charges and rates shall be developed by Cocoa sufficient to pay the Cash Funded Capital; Fixed Operation and Maintenance Costs including the associated Rate of Return; Variable Operation and Maintenance Costs including the associated Rate of Return; Fixed Debt Service Costs; Annual Storage Fee Payment; and cost offsetting revenues for the Raw Water System associated with Phase 4 as required for the upcoming Fiscal Year based upon cost-of-service principles as described herein.

5.10.3.1 Capital Investment. Any Wholesale Purchaser that selected Raw Water under Phase 4 may opt to pay Cocoa on a schedule approved by the Wholesale Purchaser and Cocoa a charge equal to their Capital Investments related to the construction of any component of the Phase 4 Raw Water System for that Wholesale Purchaser's Phase 4 Capacity Allotment. If a Wholesale Purchaser opts to pay Contributed Capital Costs, the Capital Investments shall not be applied in the calculation of the Phase 4 Raw Water Charges and Rates for that Wholesale Purchaser. No fees, charges, requirements or conditions related to Obligations, bonding and/or other financing options for the Phase 4 Raw Water System shall be applied to the Wholesale Purchasers that pay Capital Investments for Phase 4.

5.10.3.2 Raw Water Regional Fixed Charge. During Phase 4, the Phase 4 Non-Dyal Treatment Project Administrator and Wholesale Purchaser(s) that select Raw Water under Phase 4, as appropriate, shall pay Cocoa a Regional Fixed Charge associated with the Phase 4 Raw Water System for a Wholesale Purchaser's Phase 4 Capacity Allotment.

5.10.3.3 Raw Water Regional Fixed Charge Calculation. The Regional Fixed Charge for Raw Water provided by Cocoa during Phase 4 shall be calculated by dividing the sum of annual Cash Funded Capital; Fixed Operations and Maintenance Costs including the associated Rate of Return; Annual Storage Fee; cost offsetting revenues; and Fixed Debt Service cost specifically associated with the surface water Raw Water System associated with Phase 4 for the Base Year by the total Base Year capacity of Raw Water System associated with Phase 4 to determine an

annual Regional Fixed Charge for Raw Water for the Base Year per unit of Phase 4 Raw Water System capacity in MGD. The capital funding allocation (pursuant to Section 5.4.6.4) used in the calculation of Cash Funded Capital shall not exceed 40 percent. The annual Regional Fixed Charge for Raw Water for the Base Year per unit Phase 4 Raw Water System capacity in MGD shall be divided by 12 to calculate a monthly Regional Fixed Charge for Raw Water for the Base Year per MGD of Phase 4 Raw Water System capacity. The monthly Regional Fixed Charge for Raw Water for the Base Year per MGD of capacity shall be adjusted to the Current Year using the Current Year rate adjustment adopted by Cocoa as described in Section 5.6.9. The Raw Water System associated with Phase 4 shall be only that portion of the surface water portion of the Raw Water System above 24 MGD. The monthly Regional Fixed Charge for Raw Water for the Current Year per MGD of Phase 4 Raw Water System Capacity shall be multiplied by the Phase 4 Capacity Allotment of each Wholesale Purchaser that selected Raw Water under Phase 4 in MGD to calculate the Regional Fixed Charge to be paid by each Wholesale Purchaser on a monthly basis. The apportionment of costs to the Phase 4 Raw Water System shall be performed in accordance with **Exhibit 3**. The calculation of the fixed charge per unit capacity shall be performed consistent with the calculation of a fixed charge per unit capacity demonstrated in **Exhibit 2** and described in Section 5.9. If a Wholesale Purchaser does not take Raw Water from Phase 4 of the TCR/SJR Project, or is shut down due to non-payment, the Wholesale Purchaser shall still be responsible for paying the Regional Fixed Charge,

unless all of the Wholesale Purchaser's allocation was transferred to another Wholesale Purchaser pursuant to the General Implementation Agreement. Any annual Cash Funded Capital; Fixed Operations and Maintenance Costs including the associated Rate of Return; Annual Storage Fee Payment; cost offsetting revenues; and Fixed Debt Service costs calculated under this section shall be excluded from the calculation of other rates and charges under this Contract.

5.10.3.4 Obligations. In addition to the Fixed Capital Costs, Renewal and Replacement Costs, and Fixed Operation and Maintenance Costs, if a Wholesale Purchaser requests and Cocoa agrees to have Cocoa issue an Obligation to finance its portion of the Contributed Capital Cost associated with the development, design, and construction of the infrastructure to be constructed for that Party's Phase 4 Capacity Allotment of the Phase 4 Raw Water System by Cocoa, then the requesting Party and Cocoa shall enter a separate agreement governing the terms of financing through that Obligation.

5.10.3.5 Raw Water Regional Usage Rate. The Regional Usage Rate for the Raw Water System associated with Phase 4 shall be calculated by dividing the Base Year Variable Operations and Maintenance costs, including the associated Rate of Return, associated with the Phase 4 Raw Water System by the Phase 4 Base Year Raw Water Regional Water Usage in thousand gallons to determine a Regional Usage Rate for Raw Water for the Base Year per thousand gallons for Raw Water produced and delivered by Cocoa under Phase 4. This Regional Usage Rate for Raw Water for the Base Year is then adjusted to the Current Year using the Current Year rate adjustment adopted

by Cocoa as described in Section 5.6.9. The apportionment of costs to the Phase 4 Raw Water System shall be performed in accordance with **Exhibit 3**. Phase 4 Raw Water Regional Water Usage shall be based on the Wholesale Purchaser's actual annual average daily Phase 4 Raw Water usage during the Base Year. For the initial year the Phase 4 charges and rates are calculated, the Phase 4 Raw Water Regional Water Usage shall be based on the Party's Wholesale Water Estimate. This calculation shall be performed consistent with the calculation of Regional Usage Rate demonstrated in **Exhibit 2** and described in Section 5.9, but only for the portion of the Raw Water System associated with Phase 4. Any Variable Operations and Maintenance Costs including associated Rate of Return calculated under this section shall be excluded from the calculation of other rates and charges under this Contract.

5.10.3.6 Regional Usage Charge for Raw Water. During Phase 4, the Phase 4 Non-Dyal Treatment Project Administrator and Wholesale Purchaser(s), as appropriate, shall pay Cocoa a Regional Usage Charge for Raw Water based on the quantity of Raw Water delivered by Cocoa to the Dyal POC(s).

5.10.3.7 Regional Usage Charge Calculation. For Raw Water delivered to the Phase 4 Non-Dyal Treatment Project Administrator(s), the Regional Usage Rate for the Phase 4 Raw Water System shall be multiplied by the actual monthly Raw Water flow delivered by Cocoa to the Dyal POC(s) to determine the Regional Usage Charge to be paid to Cocoa by the Phase 4 Non-Dyal Treatment Project Administrator(s). For Raw Water delivered to a Wholesale Purchaser, the Regional Usage Rate for the Phase 4 Raw Water System shall be multiplied by the

actual monthly Raw Water flow measured at a Dyal POC to determine the Regional Usage Charge to be paid to Cocoa by each Wholesale Purchaser on a monthly basis. Each Wholesale Purchaser's share of the actual monthly Raw Water flow at a Dyal POC shall be based on the actual monthly Raw Water flows measured at the Delivery Point(s) associated with each Dyal POC as specified in Section 6 of this Contract. If Cocoa does not deliver any Raw Water to the Dyal POC(s) in a given month, there shall be no Regional Usage Charge for Raw Water for that month.

5.10.3.8 Rate of Return. A Rate of Return shall be applied consistent with the methodology described in Section 5.6. The Rate of Return shall not be applied to the Annual Storage Fee Payment.

5.10.3.9 Rate Recalculation. For each Fiscal Year following the initial delivery of Raw Water during Phase 4, the Regional Fixed Charge and Regional Usage Rate for Phase 4 Raw Water shall be recalculated and adjusted (increased or decreased) consistent with the calculations of the Regional Fixed Charge and Regional Usage Rate as demonstrated in **Exhibit 2** and described in this section. The Phase 4 Non-Dyal Treatment Project Administrator and any Wholesale Purchaser shall have the right to conduct its own audit at its sole expense by a certified public accounting firm of the recalculation. A copy of the audit will be provided at the request of any Party.

5.10.3.10 Notice. On or before May 15 prior to the Fiscal Year after initiation of Phase 4 and every May 15 thereafter, Cocoa shall notify the Parties of the preliminary Raw Water charges and rates to be billed by Cocoa for the upcoming Fiscal Year.

Cocoa's preliminary charges and rates shall be accompanied by a report detailing the calculation of the charges and rates computed for the upcoming Fiscal Year. On or before July 30 prior to the Fiscal Year after initiation of Phase 4 and every July 30 thereafter, Cocoa shall notify the Parties of the final water charges and rates to be billed by Cocoa for the upcoming Fiscal Year.

6. BILLING AND PAYMENT.

6.1 **Billing Regional Fixed Charges**. Cocoa shall directly bill the Parties or the Phase 4 Non-Dyal Treatment Project Administrator for the prior month's Regional Fixed Charges for either Raw Water or Finished Water from Phases 3 and 4, as appropriate, by the 10th day of each calendar month. The Phase 4 Non-Dyal Treatment Project Administrator shall directly bill the Wholesale Purchaser(s) for the prior month's Regional Fixed Charges for Finished Water associated with the Phase 4 Non-Dyal Treatment System, as appropriate, by the 15th day of each calendar month.

6.2 **Finished Water Billing Usage Charges.** Cocoa shall directly bill the Wholesale Purchasers for the prior month's Regional Usage Charges for Cocoa System Water or Finished Water delivered by Cocoa to the Dyal POC(s) under Phases 3 and 4, as appropriate, by the 10th day of each month. The Pipeline Administrator(s) shall provide Cocoa the Regional Water Usage recorded at each Delivery Point by the 5th day of each month. Each Wholesale Purchaser's share of the actual monthly Finished Water flow measured at a Dyal POC shall be calculated as the total monthly flow at a Dyal POC multiplied by the ratio of the monthly flow at a Wholesale Purchaser's Delivery Point(s) to the sum of the monthly flows at all Delivery Points associated with a TCR/SJR Finished Water Transmission Line. The Phase 4 Non-Dyal Treatment Project Administrator shall directly bill the Wholesale Purchasers for the prior month's Regional Usage

Charges for Phase 4, if appropriate, by the 15th day of each month. The Pipeline Administrator(s) shall provide the Phase 4 Non-Dyal Treatment Project Administrator the Regional Water Usage recorded at each Delivery Point by the 5th day of each month. Each Wholesale Purchaser's share of the actual monthly Finished Water flow measured at each Wholesale Purchaser's respective Phase 4 Treatment POC shall be calculated as the total monthly flow at a Phase 4 Treatment POC multiplied by the ratio of the monthly flow delivered at the Wholesale Purchaser's Delivery Point(s) to the sum of the monthly flows at all Delivery Points associated with a TCR/SJR Finished Water Transmission Line. In the event that there is only one Wholesale Purchaser associated with a Phase 4 Treatment POC, then that Wholesale Purchaser's share of the total monthly flow at that Phase 4 Treatment POC shall be 100 percent.

6.3 **Raw Water Billing Usage Charges.** Cocoa shall directly bill the Phase 4 Non-Dyal Treatment Project Administrator(s) and/or the Wholesale Purchasers for the prior month's Regional Usage Charges for Raw Water delivered by Cocoa to the Dyal POC(s) under Phase 4 by the 10th day of each month. For Wholesale Purchasers that are receiving Raw Water under Phase 4, the Pipeline Administrator(s) shall provide Cocoa the Raw Water Regional Water Usage recorded at each Delivery Point by the 5th day or each month. Each Wholesale Purchaser's share of the actual monthly Raw Water flow at a Dyal POC shall be calculated as the total monthly Raw Water flow at a Dyal POC multiplied by the ratio of the monthly Raw Water flow at a Wholesale Purchaser's Delivery Point(s) to the sum of the monthly Raw Water flows at all Delivery Points associated with a TCR/SJR Raw Water Transmission Line. In the event that there is only one Wholesale Purchaser associated with a Dyal POC, then that Wholesale Purchaser's share of the total monthly flow at that Dyal POC shall be 100 percent.

6.4 **Irrevocable Commitment to Pay.** The Parties shall pay their respective Regional Fixed Charges and Regional Usage Charges for Finished Water or Raw Water in the manner provided herein. Said payments shall be made without demand and without set-off, counterclaim, abatement, suspension or deduction. Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator, as appropriate, are undertaking the acquisition, construction, operation, replacement and expansion of the TCR/SJR Project Facilities on the representation, warranties and covenants of each Party to pay its Regional Fixed Charges and Regional Usage Charges for Finished Water or Raw Water in a timely manner.

6.5 **Pipeline Administrator.** The Wholesale Purchasers shall notify Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator, as appropriate, of the Pipeline Administrator(s) responsible for the transmittal of metered flow data for each TCR/SJR Finished Water Transmission System and TCR/SJR Raw Water Transmission System.

6.6 **Billing for Other Pipeline Related Costs and Charges.** All costs associated with a TCR/SJR Finished Water Transmission Line or a TCR/SJR Raw Water Transmission Line shall be paid for as indicated in the TCR/SJR Transmission Line Agreement.

6.7 **Payment**. The Parties and the Phase 4 Non-Dyal Treatment Project Administrator, as appropriate, shall make payments to Cocoa for Cocoa System Water, Finished Water from Phase 3 and Finished Water or Raw Water from Phase 4, as appropriate, within forty-five (45) days from the bill date. A “past due” notice shall be mailed to the Wholesale Purchasers and the Phase 4 Non-Dyal Treatment Project Administrator(s) no later than with the bill for the next monthly billing cycle after payment is past due if full payment has not been made on the bill. The Wholesale Purchasers shall make payments to the Phase 4 Non-Dyal Treatment Project Administrator for Finished Water from Phase 4 within forty-five (45) days from the bill date. A “past due” notice shall be mailed to the Wholesale Purchaser no later than with the bill for the next monthly

billing cycle after payment is past due if full payment has not been made on the bill. If the water charges, or any portion thereof, remains unpaid following its due date, then the non-paying Party or Phase 4 Non-Dyal Treatment Project Administrator shall be charged interest on the amount owed from its due date until paid at the rate of 8 percent per annum.

6.8 **Source of Payment**. The source of funds for payment of the TCR/SJR Project shall be an Enterprise Fund established by each Party or such other funds funded entirely by user fees. Each Party shall maintain an operation and maintenance account throughout the term of this Contract. At all times during the terms of this Contract, a Party shall pay their respective TCR/SJR Project charges from its operation and maintenance account.

6.9 **Responsibility for Payment of Monthly Regional Fixed Charges**. If a Party does not take water from the TCR/SJR Project, or is shut down due to non-payment, the Party shall still be responsible for paying the current monthly Regional Fixed Charges for Finished Water or Raw Water established pursuant to Section 5, as applicable. However, if a Party assigns or conveys all or a portion of the Party's allocation to another Party pursuant to the General Implementation Agreement, then that Party's current monthly Regional Fixed Charges shall be proportionally reduced by the amount assigned or conveyed and the Party receiving the assignment or conveyance shall be responsible for paying the portion of the current monthly Regional Fixed Charges associated with the assignment or conveyance.

6.10 **Prohibition Against Indebtedness and Ad Valorem Taxes**. The obligation of a Wholesale Purchaser to pay the Regional Fixed Charges and Regional Usage Charges for Finished Water or Raw Water, as the case may be, or the obligation of a Phase 4 Non-Dyal Treatment Project Administrator to pay the Regional Usage Charges for Raw Water do not constitute general indebtedness of a Wholesale Purchasers or a Phase 4 Non-Dyal Treatment Project Administrator

within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by a Wholesale Purchaser or a Phase 4 Non-Dyal Treatment Project Administrator. Neither Cocoa, a Phase 4 Non-Dyal Treatment Project Administrator nor the holder of any Obligations issued by the Project Administrator or a Phase 4 Non-Dyal Treatment Project Administrator to finance any component of the public water supply portion of the TCR/SJR Project nor any regional, state or federal agency providing cooperative funding to fund any component of the public water supply portion of the TCR/SJR Project shall have the right to require a Wholesale Purchaser or a Phase 4 Non-Dyal Treatment Project Administrator to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 6.8.

7. PLEDGE OF CONTRACT REVENUES.

Cocoa is authorized to pledge all payments of the water charges due, owing or received from the Wholesale Purchasers and the Phase 4 Non-Dyal Treatment Project Administrator, including any interest derived from monies received under this Contract for the purpose of securing Obligations issued by Cocoa. The Phase 4 Non-Dyal Treatment Project Administrator is authorized to pledge all payments of the water charges due, owing or received from the Wholesale Purchasers, including any interest derived from monies received under this Contract for the purpose of securing Obligations issued by the Phase 4 Non-Dyal Treatment Project Administrator.

8. EXCLUSIVE USE AND CAPACITY OWNERSHIP OF TCR/SJR PROJECT.

8.1 **Phase 3.** When a Wholesale Purchaser pays its Proportional Share of the Contributed Capital Costs for Phase 3 of the TCR/SJR Project through either the Capital Investments or through the Contributed Debt Service Cost, that Wholesale Purchaser shall have exclusive use, in perpetuity, of the Proportional Share of the Phase 3 TCR/SJR Project Facilities for which it makes such payments.

8.2 **Phase 4.** When a Wholesale Purchaser pays its Proportional Share of the Contributed Capital Costs for Phase 4 of the TCR/SJR Project through either the Capital Investments or through the Contributed Debt Service Cost that Wholesale Purchaser shall own, in perpetuity, its Phase 4 Capacity Allotment for which it made such payments.

8.3 **Substitution of Parties, Assignment of this Contract, and Conveyance to Other Parties**. The substitution of Parties, assignment of this Contract, and conveyance to other Parties of either exclusive use or capacity ownership of TCR/SJR Project facilities shall be pursuant to the General Implementation Agreement.

9. METERING.

9.1 **Meter Type.** Meters shall be installed, maintained and owned by Cocoa at each Dyal POC. The type of Meter installed at each Dyal POC shall be selected at Cocoa's discretion, subject to compliance with industry standards for similar Meters. Meters shall be installed, maintained, and owned by the Phase 4 Non-Dyal Treatment Project Administrator at each Phase 4 Treatment POC. The type of Meter installed at each Phase 4 Treatment POC shall be selected at the Phase 4 Non-Dyal Treatment Project Administrator's discretion, subject to compliance with industry standards for similar Meters.

9.2 **Meter Ownership**. Upon installation, calibration and acceptance, the metering equipment to be used to measure the volume of TCR/SJR Project Water delivered to the Dyal POC(s) shall remain the property of Cocoa and Cocoa shall be responsible for the operation, maintenance, calibration and replacement, when necessary, of the Meters. Upon installation, calibration and acceptance, the metering equipment to be used to measure the volume of TCR/SJR Project Water delivered to the Phase 4 Treatment POC(s) shall remain the property of the Phase 4 Non-Dyal Treatment Project Administrator and the Phase 4 Non-Dyal Treatment Project Administrator shall be responsible for the operation maintenance, calibration, and replacement, when necessary, of the Meters.

9.3 **Meter Reading**. Cocoa shall read the Meters at the Dyal POC(s) for billing purposes. The Phase 4 Treatment Non-Dyal Project Administrator shall read the Meters at the Phase 4 Treatment POC(s). The metering equipment shall be of standard make and type for utility purposes, be installed at a readily accessible location and shall record flow with an error factor not to exceed 2%, plus or minus, of full scale reading for billing purposes.

9.4 **Dyal POC(s) Meter Inspection**. Cocoa shall inspect and calibrate the Meter(s) at the Dyal POC's at least annually for accuracy and a report shall be prepared at the conclusion of each inspection/calibration detailing the condition and accuracy of each Meter by Cocoa and delivered to the Wholesale Purchasers. Each inspection/calibration of the Meters shall be performed by a certified, competent person. Cocoa shall provide fourteen (14) days' notice to the Wholesale Purchasers of the date and time of the inspection, and the Wholesale Purchasers shall have the right to attend the inspections. At any time upon request of a Wholesale Purchasers, Cocoa shall make arrangements for a test of a Meter installed at a Dyal POC by an independent testing entity agreeable to the requesting Wholesale Purchaser. All costs and expenses shall be borne by the Wholesale Purchaser requesting the test, unless the Meter is found to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, in which case, the cost and expense of the test shall be borne by Cocoa and such cost may not be passed along to the Wholesale Purchaser(s). Meter inspection or calibration by any Wholesale Purchaser shall not relieve Cocoa from conducting its annual inspection/calibration of the meter(s).

9.5 **Phase 4 Treatment POC(s) Meter Inspection.** The Phase 4 Non-Dyal Treatment Project Administrator shall inspect and calibrate the Meter(s) at the Phase 4 Treatment POC's at least annually for accuracy and a report shall be prepared at the conclusion of each inspection/calibration detailing the condition and

accuracy of each Meter by the Phase 4 Treatment POC(s) and delivered to the Wholesale Purchasers. The Phase 4 Non-Dyal Treatment Project Administrator shall provide fourteen (14) days' notice to the Wholesale Purchasers of the date and time of the inspection, and the Wholesale Purchasers shall have the right to attend the inspections. At any time upon request of a Wholesale Purchasers, the Phase 4 Non-Dyal Treatment Project Administrator(s) shall make arrangements for a test of a Meter installed at a Phase 4 Treatment POC by an independent testing entity agreeable to the requesting Wholesale Purchaser. All costs and expenses shall be borne by the Wholesale Purchaser requesting the test, unless the Meter is found to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, in which case, the cost and expense of the test shall be borne by the Phase 4 Non-Dyal Treatment Project Administrator(s) and such cost may not be passed along to the Wholesale Purchaser(s). Meter inspection or calibration by any Wholesale Purchaser shall not relieve the Phase 4 Non-Dyal Treatment Project Administrator from conducting its annual inspection/calibration of the meter(s).

9.6 **Dyal POC(s) Meter Error and Billing Adjustment**. Meters at the Dyal POC(s) found to be in error, utilizing the 2%, plus or minus of true accuracy, standard shall be recalibrated at Cocoa's sole cost. If the meters are found to be inaccurate, the bill(s) of the Wholesale Purchaser(s) or the bill(s) of the Phase 4 Non-Dyal Treatment Project Administrator, as appropriate, shall be adjusted to account for the inaccuracy in the measurement of the volume supplied by Cocoa for the time period over which the bill is adjusted. In calculating such billing adjustment time period, it shall be assumed that the meter inaccuracy existed for one-half of the entire time interval between meter accuracy checks by either party; provided, however, that any such time interval shall not exceed twelve (12) months, the twelve (12) months to be the last twelve (12) months prior to the date of receipt of written notice of the inaccuracy.

9.7 **Phase 4 Treatment POC(s) Meter Error and Billing Adjustment.** Meters at the Phase 4 Treatment POC(s) found to be in error, utilizing the 2%, plus or minus of true accuracy, standard shall be recalibrated at Phase 4 Non-Dyal Treatment Project Administrator's sole cost. If the meters are found to be inaccurate, the Wholesale Purchaser(s) bill(s) shall be adjusted to account for the inaccuracy in the measurement of the volume supplied by the Phase 4 Non-Dyal Treatment Project Administrator for the time period over which the bill is adjusted. In calculating such billing adjustment time period, it shall be assumed that the meter inaccuracy existed for one-half of the entire time interval between meter accuracy checks by either party; provided, however, that any such time interval shall not exceed twelve (12) months, the twelve (12) months to be the last twelve (12) months prior to the date of receipt of written notice of the inaccuracy.

9.8 **Delivery Point(s) Meters**. Metering of the individual Wholesale Purchaser's Delivery Points shall be the responsibility of the Pipeline Administrator(s) as described in the TCR/SJR Transmission Line Agreement.

10. WATER SERVICE INTERRUPTIONS.

Annually, Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate, shall provide the Wholesale Purchasers a projected schedule of operation and maintenance activities that may affect the availability, pressure, volume, or quality of the Cocoa System Water or TCR/SJR Project Water to be delivered to the Phase 4 Non-Dyal Treatment Project Administrator(s) or Pipeline Administrators. Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall provide notice to the Phase 4 Non-Dyal Treatment Project Administrator(s), Pipeline Administrator(s), and Wholesale Purchasers, as appropriate, not less than thirty (30) days prior any scheduled maintenance activities that may affect the availability, pressure, volume or quality of the Cocoa System Water or TCR/SJR Project Water to be delivered to the Phase 4 Non-Dyal Treatment Project Administrator or the Pipeline Administrator(s). In the event of the

occurrence of unforeseen circumstances that result in a total or partial interruption of service, Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall immediately provide verbal notice to the Phase 4 Non-Dyal Treatment Project Administrator(s), Pipeline Administrator(s), and Wholesale Purchasers, as appropriate, to be followed by written notice. Any such interruption in service shall be remedied as quickly as technically feasible.

11. NOTICES.

Except as otherwise provided herein, all notices provided for in this Contract must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's TCR/SJR Committee Member by email. A copy shall also be sent to all other Parties by U.S. Mail and by email to their TCR/SJR Committee Members. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to COCOA:
City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

With copy to:
Utilities Director
City of Cocoa
351 Shearer Boulevard
Cocoa, Florida 32922

City Attorney
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

As to ORANGE COUNTY:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
	County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802
As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

12. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Contract.

13. DEFAULT AND REMEDY.

13.1 **Default**. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising under this Contract, such action shall constitute a default under this Contract.

13.2 **Notice of Default and Opportunity to Cure.** Upon occurrence of a default by any Party, one or more of the other Parties shall deliver written notice to the Party in default in the manner provided in Section 11, identifying the specific nature of the Default therein. The Party in default shall have thirty (30) days within which to cure such Default. However, if the default is of such a nature that it cannot be cured within thirty (30) days, the Party in default shall have such additional time as may be necessary to cure the default, so long as within said period, the Party in default commences the cure and diligently prosecutes such cure until completion.

13.3 **Remedy for Default**. Recognizing the Parties' paramount need for a safe and dependable water supply, the Parties agree that the exclusive remedy for a default under this Contract shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

13.4 **Mediation.** Prior to seeking any remedy for a Default as provided in Section 13.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted expeditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

13.5 **Water Charge Dispute**. A Wholesale Purchaser or Phase 4 Non-Dyal Treatment Project Administrator(s) that disputes a water charge shall be obligated to continue paying the disputed charge until the disagreement is resolved. For Phases 2 and 3, and Phase 4 when Cocoa is providing Finished Water or Raw Water, if the dispute is resolved in favor of the Wholesale Purchaser or the Phase 4 Non-Dyal Treatment Project Administrator(s), then Cocoa shall be required to repay the disputed water charge either as a credit against the Wholesale Purchaser's Regional Fixed Charge and Regional Usage Charge for Finished Water

or Raw Water or the Phase 4 Non-Dyal Treatment Project Administrator's Regional Fixed Charge and Regional Usage Charge for Raw Water, as appropriate, during the next Fiscal Year or a one-time payment by Cocoa to the Wholesale Purchaser or Phase 4 Non-Dyal Treatment Project Administrator(s) within thirty (30) days of resolution of the dispute, as selected by the Wholesale Purchaser or Phase 4 Non-Dyal Treatment Project Administrator(s). For Phase 4 when a Phase 4 Non-Dyal Treatment Project Administrator(s) is providing Finished Water, if the dispute is resolved in favor of the Wholesale Purchaser, the Phase 4 Non-Dyal Treatment Project Administrator(s) shall be required to repay the disputed water charge either as a credit against the Wholesale Purchaser's Regional Fixed Charge and Regional Usage Charge during the next Fiscal Year or a one-time payment by the Phase 4 Non-Dyal Treatment Project Administrator to the Wholesale Purchaser (s) within thirty (30) days of resolution of the dispute, as selected by the Wholesale Purchaser (s).

13.6 **Termination of Wholesale Water Service in the Event of Non-Payment of the Water Charges**. A Wholesale Purchaser that fails to pay its Regional Fixed Charges for Finished Water or Raw Water or any portion thereof or a Phase 4 Non-Dyal Treatment Project Administrator that fails to pay its Regional Fixed Charges for Raw Water or any portion thereof within ninety (90) days of its due date shall be in default of the Contract and upon thirty (30) days written notice, Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as the case may be, may reduce or discontinue Wholesale Water Service to the Pipeline Administrator(s) receiving Finished Water or Raw Water through a specific Dyal POC(s) or Phase 4 Treatment POC(s). Discontinuance of Wholesale Water Service to a Wholesale Purchaser because of its failure to pay its Regional Fixed Charge for Finished Water or Raw Water or any portion thereof shall not excuse the Wholesale Purchaser from paying the Regional Fixed Charge for Finished Water or Raw Water or any portion thereof, when it becomes due nor prohibit Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) from continuing to

charge interest on the amount unpaid. A Wholesale Purchaser(s) that fails to pay its Regional Usage Charges for Finished Water or Raw Water or any portion thereof or a Phase 4 Non-Dyal Treatment Project Administrator that fails to pay its Regional Usage Charges for Raw Water or any portion thereof within ninety (90) days of its due date shall be in default of the Contract and upon thirty (30) days written notice, Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) may reduce or discontinue Wholesale Water Service to the Pipeline Administrator(s) or Phase 4 Non-Dyal Treatment Project Administrator(s) receiving Finished Water or Raw Water through a specific Dyal POC or Phase 4 Treatment POC, as appropriate. Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) shall also provide a notice of intent to cease service to the Phase 4 Non-Dyal Treatment Project Administrator and to each Wholesale Purchaser. Discontinuance of Wholesale Water Service to a Wholesale Purchaser(s) because of its failure to pay its Regional Usage Charges for Finished Water or Raw Water or any portion thereof or to a Phase 4 Non-Dyal Treatment Project Administrator(s) because of its failure to pay its Regional Usage Charge for Raw Water or any portion thereof shall not excuse the Wholesale Purchaser(s) from paying its Regional Usage Charges Finished Water or Raw Water or any portion thereof, or a Phase 4 Non-Dyal Treatment Project Administrator(s) from paying the Regional Usage Charge for Raw Water or any portion thereof, when it becomes due nor prohibit Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) from continuing to charge interest on the amount unpaid. Cocoa's or the Phase 4 Non-Dyal Treatment Project Administrator's decision to discontinue Wholesale Water Service to a Wholesale Purchaser or the Phase 4 Non-Dyal Treatment Project Administrator under this section shall not be considered a default under this Section 13.

13.7 **Coordination of Termination**. Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator may request that the Pipeline Administrator cease delivery to a Wholesale Purchaser for non-payment of direct billing to that Wholesale

Purchaser, upon submittal of an affidavit to the Pipeline Administrator affirming that the Wholesale Purchaser is in default due to non-payment and is eligible for termination of service pursuant to this contract. The Pipeline Administrator shall provide a notice of intent to cease service to the Wholesale Purchaser if payment is not made to Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator within five (5) business days of receipt of the notice. The Pipeline Administrator shall perform all actions necessary for the proper implementation of this Subsection and the Pipeline Administrator, Cocoa, and the Phase 4 Non-Dyal Treatment Project Administrator, as appropriate, shall be exempt and held harmless from any liability related thereto. A Pipeline Administrator's action to discontinue Wholesale Water Service at the direction of Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator under this section shall not be considered a default under this Section 13.

13.8 **Restoration of Wholesale Water Services**. Upon payment of all outstanding water charges, including any interest, Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), as appropriate, shall immediately direct the Pipeline Administrator(s) to resume Wholesale Water Service to the Wholesale Purchaser. Cocoa's or the Phase 4 Non-Dyal Treatment Project Administrator's failure to direct the Pipeline Administrator to resume Wholesale Water Service, or the Pipeline Administrator's failure to resume Wholesale Water Service at the direction of Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator, upon payment of all outstanding water charges, including any interest, constitutes a default under Section 13.

13.9 **Force Majeure Event**. In the event that performance of this Contract by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to

this Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Contract. Water service interruptions due to Force Majeure Events are governed by Section 10.

13.10 **Receivership**. Should Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s): (1) fail to provide Wholesale Water Service to a Wholesale Purchaser for more than six (6) consecutive months, except because of that Wholesale Purchaser's failure to pay its water charges, or because of a water service interruption under Section 10; or, (2) become insolvent, or voluntary or involuntary bankruptcy proceedings are instituted against Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s), any Wholesale Purchaser shall thereupon become entitled to seek the temporary appointment of a receiver to manage the Cocoa water system during Phase 2, the Cocoa water system and the TCR/SJR Project during Phases 3 and 4, or the Phase 4 Non-Dyal Treatment Project Administrator(s) portion of the TCR/SJR Project during Phase 4. In the event a receiver is appointed, said receiver shall, subject to the orders of the appointing court, have the right to manage the Cocoa water system and the TCR/SJR Project, as the case may be, to the limited extent deemed reasonably necessary by the appointing court to provide Wholesale Water Service to the Wholesale Purchasers. The Wholesale Purchasers by Consensus or Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s) individually shall have the right to request the appointing court to discharge the receiver and terminate the receivership.

14. <u>WITHDRAWAL OF A WHOLESALE PURCHASER FROM THIS CONTRACT.</u>

14.1 **Withdrawal Prior to Commitment**. Any Wholesale Purchaser may, prior to "Commitment," as that term is defined in the General Implementation Agreement withdraw from this Contract upon thirty (30) days written notice to all other Parties. Withdrawal shall take effect immediately and the withdrawing

Wholesale Purchaser shall forfeit and surrender its Capacity Allotment. In such event, this Contract and the General Implementation Agreement shall be modified to reflect a proportional re-assignment of the withdrawing Wholesale Purchaser's Capacity Allotment among the remaining Wholesale Purchasers. A Party withdrawing under this Section 14 shall also contemporaneously withdraw from the General Implementation Agreement. Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Contract under this Section 14 void. The provisions of this section shall survive the termination of this Contract.

14.2 **Withdrawal After Commitment**. Any Wholesale Purchaser may, after "Commitment," as that term is defined in the General Implementation Agreement, withdraw from this Contract upon thirty (30) days written notice to all the other parties. Withdrawal shall take effect immediately and the withdrawing Wholesale Purchaser shall forfeit and surrender its Capacity Allotment and shall no longer be entitled to receive Wholesale Water Service from Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator(s). However, the withdrawing Wholesale Purchaser shall remain responsible for paying its Regional Fixed Charge component of the water charges until that Wholesale Purchaser's entire Capacity Allotment is reallocated pursuant to Section 10.2 of the General Implementation Agreement. In addition, the withdrawing Wholesale Purchaser shall remain responsible for paying its share of Contributed Capital Costs according to the schedule approved by a TCR/SJR Committee for a contract between Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator and a third party which has been executed by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator prior to that Wholesale Purchaser's withdrawal until that Wholesale Purchaser's entire Capacity Allotment is reallocated pursuant to Section 10.2 of the General Implementation Agreement. A Party withdrawing under this Section 14 shall also contemporaneously withdraw from the General Implementation Agreement.

Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Contract under this Section 14 void. The provisions of this section shall survive the termination of this Contract.

14.3 **Liability for Obligations after Withdrawal.** Withdrawal by a Wholesale Purchaser shall not absolve that Wholesale Purchaser of its legal obligations under any separate agreement entered into by said Wholesale Purchaser and Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator pursuant to Section 5.8.5, Section 5.9.4.5, and Section 5.10.3.4. Additionally, the remaining participating Wholesale Purchasers shall not be responsible for payment of any of such withdrawing Wholesale Purchaser's share of the Contributed Capital Cost necessary for their respective Capacity Allotment or Phase 4 Capacity Allotment, unless the remaining Wholesale Purchasers agree to take over the Obligation of such withdrawing Wholesale Purchaser under that separate agreement. The provisions of this section shall survive the termination of this Contract.

15. GOVERNING LAW AND VENUE.

The Parties acknowledge that this contract was entered into and delivered within the State of Florida. This Contract shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

16. SEVERABILITY.

If any provision of this Contract is found by a court of competent jurisdiction to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

17. OWNERSHIP OF MATERIALS.

Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Contract is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Contract shall be considered the property of the Party from which such documents or materials originated.

18. CONSTRUCTION.

18.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Contract. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

18.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Contract; the term "heretofore" means before the date of this Contract is executed; and the term "hereafter" means after the date this Contract is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."

18.3 Unless otherwise stated, any reference in this Contract to any entity shall include its permitted successors and assigns.

18.4 Any headings preceding the texts of the sections and subsections of this Contract and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Contract nor affect its meaning, construction or effect.

18.5 All Exhibits attached to this Contract are hereby incorporated in and made a part of this Contract. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Contract.

18.6 In the event of a conflict between a provision of this Contract and a provision of any Exhibit to this Contract, the provisions of this Contract and the Exhibit shall be read as one Contract and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Contract cannot be reconciled with a provision of the Exhibit, the provision in the Contract shall prevail.

18.7 In the event of a conflict between this Contract and the General Implementation Agreement, the language of the General Implementation Agreement controls. In the event of a conflict between this Contract and one or more of the TCR/SJR Project Agreements and related TCR/SJR Project instruments, other than the General Implementation Agreement, this Contract shall prevail.

18.8 External documents, instruments, or other writings, including but not limited to, the City of Cocoa Utility Regionalization Rate Study Report by Stantec Consulting Services, Inc., or any drafts thereof, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Contract or be used to resolve any conflict between this Contract and any other TCR/SJR Project Agreement or instrument.

19. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

This Contract is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of any person that is not a Party. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the Parties, any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall only be binding upon the Parties.

20. NON-WAIVER.

No failure by a Party to exercise any right, power, or privilege under this Contract is a waiver of that or any other right, power, privilege under this Contract.

21. ENTIRE AGREEMENT.

The agreements and obligations of the Parties set forth in this Contract and the TCR/SJR Project Agreements shall be the several, and not joint, agreements and obligations of the Parties. This Contract, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Contract. Additionally nothing in this Contract is intended to change any existing agreement between the SJRWMD and any Party to this Contract regarding TCR.

22. PUBLIC RECORDS.

Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Contract shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

23. FURTHER ASSURANCES.

The Parties each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

24. SOVEREIGN IMMUNITY AND INDEMNIFICATION.

24.1 **Sovereign Immunity**. Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) and that only Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) shall be liable for any torts attributable to it or for torts of its officers, agents, attorneys or employees under this Contract, and then only the extent of the waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, Cocoa and Phase 4 Non-Dyal Treatment Project Administrator(s) expressly agree to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that Cocoa and Phase 4 Non-Dyal Treatment Project Administrator(s) or their respective officers, agents, attorneys, employees or invitees sustain while carrying out Cocoa's and the Phase 4 Non-Dyal Treatment Project Administrator(s) obligations under this Contract.

24.2 **Indemnification**. All contracts and subcontracts for any work, goods and/or services related to the TCR/SJR Project must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s) and sub-consultant(s) must provide evidence of

acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement of work and access to any of the property of the Parties.

25. GOOD FAITH.

The Parties hereto agree to exercise good faith and fair dealings in respect to all matters relating to this Contract and shall work together in good faith to implement the terms of this Contract.

26. ISSUANCE OF OBLIGATIONS.

The Parties shall cooperate with each other in the issuance of any Obligations necessary to allow Cocoa and the Phase 4 Non-Dyal Treatment Project Administrator(s) to provide Wholesale Water Service, including, but not limited to Obligations needed to fund the Contributed Capital Cost incurred by Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator, if any, in constructing the TCR/SJR Project Facilities. In such event, the Parties shall comply with the reasonable requests of any Party and shall, upon request, do as follows: (1) make available general and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit to state a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading; (4) make available certified copies of official proceedings; (5) provide reasonable certifications to be used in a transcript of closing documents; and, (6) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of this Contract and the TCR/SJR Project Agreements, title to the TCR/SJR Project Facilities, as applicable, and pending litigation which could materially affect its performance hereunder. In addition, each Party agrees to take no action which shall adversely affect the exclusion from gross income of interest on the Obligations for purposes of federal income taxation.

27. TERM AND TERMINATION.

The term of this Contract commences upon its Effective Date and shall remain in effect in perpetuity unless upon Consensus in writing by all of the Parties or the General Implementation Agreement is terminated.

28. AMENDMENT. This Contract may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

29. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Contract. This is not intended to prevent Cocoa or the Phase 4 Non-Dyal Treatment Project Administrator from collecting its attorney's fees, costs, and expenses as Operation and Maintenance Costs for the TCR/SJR Project.

30. AUTHORITY.

The Contract is entered into by the Parties under the following authorities:

31.1 **Cocoa**. Cocoa, a Florida municipal corporation, enters into this Contract under the authority of its home rule powers, as well as Sections 166.021, 180.02, Florida Statutes and chapter 57-1232, Laws of Florida.

31.2 **OCU**. OCU, a charter county, enters into this Contract under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a), and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

31.3 **OUC**. OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters this Contract under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

31.4 **TWA**. TWA, an independent special district created by special act of the Florida Legislature, enters into this Contract under the authority of section 10(1), chapter 2003-368, Laws of Florida.

31.5 **ECFS**. ECFS is entering into this Contract under the authority of its corporate charter.

32. MISCELLANEOUS PROVISIONS.

32.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

32.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

32.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

(**SIGNATURES ON THE FOLLOWING PAGES**)

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed and entered into by the City of Cocoa, Florida.

CITY OF COCOA, a Florida municipal corporation

By:_____
Henry U. Parrish III
Mayor

ATTEST:

By:_____
Carie Shealy, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Anthony A. Garganese
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed and entered into by Orange County, Florida.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By:_____
Teresa Jacobs
County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

Orlando Utilities Commission

_____

Printed Name:_____

By: _____
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITY,
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

(SEAL)

By:_____
Tom E. White, Vice Chair
Board of Supervisors

Date:_____

ATTEST:

_____
Clarence L. Thacker, Secretary
Board of Supervisors

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed and entered into by East Central Florida Services.

ATTEST:

_____

Printed Name:_____

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____

K. Erik Jacobsen

President

Approved as to Form:

_____

Eric T. Olsen, Counsel

EXHIBIT 1

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□□ 46-03 R□□□r/M□□□- V□□□□□	□ 1,368	□ -	□ 1,368	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 1,141	□ 227
□□ 47-00 Pr□□□□& B□d□□	□ 5,125	□ -	□ 5,125	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 4,273	□ 852
□□ 48-00 Pr□□ □□□□□A□□□□□□	□ 13,655	□ -	□ 13,655	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 11,385	□ 2,270
□□ 4□-00 O□□r C□r□□□& O□□□	□ 11,335	□ -	□ 11,335	W□□□□d T□□□O&M E□□□□□	83□	17□	□,451	□ 1,884
□□ 4□-08 C□□□ O□r & U□d□r	□ 6□,761	□ -	□ 6□,761	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 58,164	□ 11,5□7
□□ 4□-0□ D□□□□ □□□R□□□d□□□ C□□□	□ 1,502	□ -	□ 1,502	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 1,253	□ 250
□□ 4□-15 O□□□□□□ I□□□□□r□	□ 851	□ -	□ 851	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 710	□ 142
□□ 52-00 O□r□□□□ S□□□□□□	□ 62,□61	□ -	□ 62,□61	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 52,4□5	□ 10,467
□□ 52-30 F□□,O□& L□r□□□□□	□ 2,438	□ -	□ 2,438	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 2,033	□ 405
□□ 52-33 E□ □□□□□ H□□□ C□□□r	□ 52,537	□ -	□ 52,537	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 43,803	□ 8,734
□□ 54-00 M□□ □r□□□/P□□□□□□□□	□ 28,45□	□ -	□ 28,45□	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 23,728	□ 4,731
□□ 55-00 Tr□□□□□	□ 1,475	□ -	□ 1,475	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 1,230	□ 245
□□ 5□-00 D□r□□□□□□ E□□□□□□	□ □,□86,651	□ (□,□86,651) (2)	□ -	W□□□□d T□□□O&M E□□□□□	83□	17□	□ -	□ -
□□ **G□□□r□□F□□d I□dr□□□C□□□A□□□□□□**								
□□ 34-10 A□□□□□□□□- G□□□r□□F□□d	□ 5,366,□88	□ -	□ 5,366,□88	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 4,474,776	□ 8□2,212
□□ **C□□□□□□□□□ □ B□d D□□□**								
□□ 3□-00 C□□□□□□□□	□ -	□ -	□ -	W□□□□d T□□□O&M E□□□□□	83□	17□	□ -	□ -
□□ 4□-07 B□d D□□□E□□□□□	□ □□,00□	□ -	□ □□,00□	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 82,550	□ 16,45□
□□ T□□□□O□□r□□□□ E□□□□□□□	□ □□□□□□□□	□ □□□□□□□□	□ □□□□□□□□				□ □□□□□□□□	□ □□□□□□□□
□□ I□□r□□□d Tr□□□□r□ O□□								
□□ □1-01 Tr□□□□r □□ G□□□r□□F□□d 001	□ 5,432,540	□ -	□ 5,432,540	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 4,52□,431	□ □03,10□
□□ □1-25 TO R□□r□□□d A□□□□425	□ -	□ - (3)	□ -	N/A	0□	0□	□ -	□ -
□□ □1-53 H□□□□ I□□r□□□□ F□□d 530	□ 405,266	□ -	□ 405,266	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 337,8□4	□ 67,372
□□ □5-01 6□ ILO Fr□□□□□□□ F□□	□ 1,388,042	□ -	□ 1,388,042	W□□□□d T□□□O&M E□□□□□	83□	17□	□ 1,157,2□3	□ 230,74□
□□ T□□□□I□□r□□□d Tr□□□□r□ O□□	□ □□□□□□□□	□ □	□ □□□□□□□□				□ □□□□□□□□	□ □□□□□□□□
□□ **TOTAL □□□□□□ □ ATER ADMINISTRATION**	□ □□□□□□□□	□ □□□□□□□□	□ □□□□□□□□				□ □□□□□□□□	□ □□□□□□□□

A	B	C	D	E	F	G	H	I
				SERVICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
□□	□□□□ **D□AL PLANT**							
□□	S□□r□□ □ B□□□□□							
□□	12-00 R□□□□r S□□r□□ & W□□□□	□ 1,423,257	□ -	□ 1,423,257	W□□r O□□	100□	0□	□ 1,423,257 □ -
□□	12-12 A□r□□P□□□□	□ 13,055	□ -	□ 13,055	W□□r O□□	100□	0□	□ 13,055 □ -
□□	13-00 O□□r S□□r□□ & W□□□□	□ 53,415	□ -	□ 53,415	W□□r O□□	100□	0□	□ 53,415 □ -
□□	14-00 O□r□□ □	□ 138,104	□ -	□ 138,104	W□□r O□□	100□	0□	□ 138,104 □ -
□□	20-00 C□□□□/S□□□ A□□ □□□□	□ 805	□ -	□ 805	W□□r O□□	100□	0□	□ 805 □ -
□□	21-00 FICA T□□□	□ 11□,813	□ -	□ 11□,813	W□□r O□□	100□	0□	□ 11□,813 □ -
□□	22-00 R□□r□ □□□C□□r□□□□	□ 117,771	□ -	□ 117,771	W□□r O□□	100□	0□	□ 117,771 □ -
□□	23-00 L□□/H□□□ I□□r□□	□ 450,□55	□ -	□ 450,□55	W□□r O□□	100□	0□	□ 450,□55 □ -
□□	24-00 W□r□r'□C□□ □□□□□□	□ □2,□81	□ -	□ □2,□81	W□□r O□□	100□	0□	□ □2,□81 □ -
□□	26-00 OPEB H□□□ E□□□□□	□ 60,820	□ -	□ 60,820	W□□r O□□	100□	0□	□ 60,820 □ -
□□	27-00 C□□□r□ P□□	□ 12,350	□ -	□ 12,350	W□□r O□□	100□	0□	□ 12,350 □ -
□□	T□□□ S□□r□□ □ B□□□□□	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□ □ □
□□	O□r□□□ E□□□d□□r□□							
□□	31-00 Pr□□□□□□□S□r□□□	□ 8,286	□ -	□ 8,286	W□□r O□□	100□	0□	□ 8,286 □ -
□□	34-00 C□□r□□S□r□□□	□ 231,447	□ -	□ 231,447	W□□r O□□	100□	0□	□ 231,447 □ -
□□□	40-00 Tr□□□& P□r D□□	□ 4,587	□ -	□ 4,587	W□□r O□□	100□	0□	□ 4,587 □ -
□□□	41-00 C□□ □ □□□□□□	□ 62,013	□ -	□ 62,013	W□□r O□□	100□	0□	□ 62,013 □ -
□□□	42-00 P□□□□□ & Fr□□□	□ 26,210	□ -	□ 26,210	W□□r O□□	100□	0□	□ 26,210 □ -
□□□	43-00 E□□□r□/W□□r/S□□ □r S□r□□□	□ 1,2□5,205	□ 426,776 (4)	□ 1,721,□82	W□□r O□□	100□	0□	□ 1,721,□82 □ -
□□□	44-00 R□□□□& L□□□□	□ 118,048	□ -	□ 118,048	W□□r O□□	100□	0□	□ 118,048 □ -
□□□	45-00 I□□r□□□	□ □,183	□ -	□ □,183	W□□r O□□	100□	0□	□ □,183 □ -
□□□	46-00 R□□□r□& M□□□□□□□□	□ 2,436,303	□ -	□ 2,436,303	W□□r O□□	100□	0□	□ 2,436,303 □ -
□□□	46-02 R□□□r/M□□□B□d□□	□ 317,3□2	□ -	□ 317,3□2	W□□r O□□	100□	0□	□ 317,3□2 □ -
□□□	46-03 R□□□r/M□□□- V□□□□□	□ 26,551	□ -	□ 26,551	W□□r O□□	100□	0□	□ 26,551 □ -
□□□	47-00 Pr□□□□& B□d□□	□ 61	□ -	□ 61	W□□r O□□	100□	0□	□ 61 □ -
□□□	4□-00 O□□r C□□r□□□& O□□□.	□ 7,46□	□ -	□ 7,46□	W□□r O□□	100□	0□	□ 7,46□ □ -
□□□	52-00 O□r□□□ S□□□□□	□ 2,665,111	□ 878,167 (4)	□ 3,543,278	W□□r O□□	100□	0□	□ 3,543,278 □ -
□□□	52-07 □□□□r□□S□□□□	□ 4,0□5	□ -	□ 4,0□5	W□□r O□□	100□	0□	□ 4,0□5 □ -
□□□	52-30 F□□,O□& L□r□□□□	□ 67,376	□ -	□ 67,376	W□□r O□□	100□	0□	□ 67,376 □ -
□□□	53-00 R□d M□□r□□/S□□□□	□ □,572	□ -	□ □,572	W□□r O□□	100□	0□	□ □,572 □ -
□□□	54-00 M□□ □r□□□/P□□□□□□	□ -	□ -	□ -	W□□r O□□	100□	0□	□ - □ -
□□□	55-00 Tr□□□□	□ 25,233	□ -	□ 25,233	W□□r O□□	100□	0□	□ 25,233 □ -
□□□	T□□□ O□r□□□ E□□□d□r□□	□ □□□□□□□	□ □□□□□□□	□ □□□□□□□				□ □□□□□□□ □ □
□□□	**TOTAL □□□□□ D□AL PLANT**	□ □□□□□□□	□ □□□□□□□	□ □□□□□□□				□ □□□□□□□ □ □

A	B	C	D	E	F	G	H	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
□□□	□□□□ □ **ATER FIELD OPERATIONS**							
□□□	S□□r□□ □ B□□□□□							
□□□	12-00 R□□□□r S□□r□□ & W□□□	□ 1,728,430	□ -	□ 1,728,430	W□□r F□d O□r□□□PS	□□□	1□	□ 1,711,□36 □ 16,4□4
□□□	12-12 A□r□□P□□□	□ 23,752	□ -	□ 23,752	W□□r F□d O□r□□□PS	□□□	1□	□ 23,525 □ 227
□□□	13-00 O□□r S□□r□□ & W□□□	□ 68,438	□ -	□ 68,438	W□□r O□□	100□	0□	□ 68,438 □ -
□□□	14-00 O□r□□ □	□ 15□,167	□ -	□ 15□,167	W□□r O□□	100□	0□	□ 15□,167 □ -
□□□	20-00 C□□□□/S□□□ A□□	□ 770	□ -	□ 770	W□□r O□□	100□	0□	□ 770 □ -
□□□	21-00 FICA T□□□	□ 145,678	□ -	□ 145,678	W□□r F□d O□r□□□PS	□□□	1□	□ 144,287 □ 1,3□0
□□□	22-00 R□r□ □□□C□□r□□□	□ 216,364	□ -	□ 216,364	W□□r F□d O□r□□□PS	□□□	1□	□ 214,2□□ □ 2,065
□□□	23-00 L□/H□□ I□□r□□	□ 487,634	□ -	□ 487,634	W□□r F□d O□r□□□PS	□□□	1□	□ 482,□81 □ 4,653
□□□	24-00 W□r□r'□C□ □□□	□ 10□,48□	□ -	□ 10□,48□	W□□r F□d O□r□□□PS	□□□	1□	□ 108,444 □ 1,045
□□□	26-00 OPEB H□□ E□□□	□ 83,06□	□ -	□ 83,06□	W□□r F□d O□r□□□PS	□□□	1□	□ 82,276 □ 7□3
□□□	27-00 C□□r□□P□□	□ 23,650	□ -	□ 23,650	W□□r O□□	100□	0□	□ 23,650 □ -
□□□	T□□□ S□□r□□ □ B□□□□	□ □□□□□□	□ □	□ □□□□□□				□ □□□□□□ □ □□□□□
□□□	O□r□□□ E□□□d□r□□							
□□□	31-00 Pr□□□□□S□r□□□	□ 2,78□	□ -	□ 2,78□	W□□r O□□	100□	0□	□ 2,78□ □ -
□□□	34-00 C□□r□□S□r□□□	□ 38,4□3	□ -	□ 38,4□3	W□□r O□□	100□	0□	□ 38,4□3 □ -
□□□	40-00 Tr□□□& P□r D□	□ 2,375	□ -	□ 2,375	W□□r O□□	100□	0□	□ 2,375 □ -
□□□	41-00 C□□ □ □□□□□	□ 1□,306	□ -	□ 1□,306	W□□r O□□	100□	0□	□ 1□,306 □ -
□□□	42-00 P□□□□□ & Fr□□□	□ 2,538	□ -	□ 2,538	W□□r O□□	100□	0□	□ 2,538 □ -
□□□	43-00 E□□r□/W□□r/S□□ r S□r□□	□ 73,786	□ -	□ 73,786	W□□r O□□	100□	0□	□ 73,786 □ -
□□□	44-00 R□□□□& L□□□□	□ 3,201	□ -	□ 3,201	W□□r O□□	100□	0□	□ 3,201 □ -
□□□	45-00 I□□r□□□	□ 17,552	□ -	□ 17,552	W□□r O□□	100□	0□	□ 17,552 □ -
□□□	46-00 R□□□r□& M□□□□□□	□ 2,361,373	□ -	□ 2,361,373	W□□r O□□	100□	0□	□ 2,361,373 □ -
□□□	46-02 R□□□r/M□□□B□d□□	□ 82,465	□ -	□ 82,465	W□□r O□□	100□	0□	□ 82,465 □ -
□□□	46-03 R□□□r/M□□□- V□□□□	□ 72,758	□ -	□ 72,758	W□□r O□□	100□	0□	□ 72,758 □ -
□□□	47-00 Pr□□□□& B□d□□	□ 25	□ -	□ 25	W□□r O□□	100□	0□	□ 25 □ -
□□□	4□-00 O□□r C□r□□□& O□□.	□ 2,112	□ -	□ 2,112	W□□r O□□	100□	0□	□ 2,112 □ -
□□□	52-00 O□r□□□ S□□□□	□ 118,48□	□ -	□ 118,48□	W□□r O□□	100□	0□	□ 118,48□ □ -
□□□	52-07 □□□□r□□ S□□□□	□ 3,050	□ -	□ 3,050	W□□r O□□	100□	0□	□ 3,050 □ -
□□□	52-30 F□□, O□& L□r□□□	□ 75,344	□ -	□ 75,344	W□□r O□□	100□	0□	□ 75,344 □ -
□□□	53-00 R□d M□□r□□/S□□□	□ 5,602	□ -	□ 5,602	W□□r O□□	100□	0□	□ 5,602 □ -
□□□	54-00 M□□ □r□□/P□□□	□ 255	□ -	□ 255	W□□r O□□	100□	0□	□ 255 □ -
□□□	55-00 Tr□□□	□ 3,64□	□ -	□ 3,64□	W□□r O□□	100□	0□	□ 3,64□ □ -
□□□	T□□□ O□□r□□□ E□□□d□r□□	□ □□□□□□	□ □	□ □□□□□□				□ □□□□□□ □ □
□□□	**TOTAL □□□□ □ ATER FIELD OPERATIONS**	□ □□□□□□	□ □	□ □□□□□□				□ □□□□□□ □ □□□□□

A	B	C	D	E	F	G	□	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□□ F□□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
□□□ □□□□ **ENGINEERING**								
□□□ S□□r□□ □ B□□□□□								
□□□ 12-00 R□□□□r S□□r□□ & W□□□	□ 387,654	□ -	□ 387,654	W□□□□d 5-Y□r CIP	88□	12□	□ 341,□65	□ 45,6□0
□□□ 12-12 A□r□□P□□□	□ 11,12□	□ -	□ 11,12□	W□□□□d 5-Y□r CIP	88□	12□	□ □,818	□ 1,312
□□□ 13-00 O□□r S□□r□□ & W□□□	□ 64,350	□ -	□ 64,350	W□□□□d 5-Y□r CIP	88□	12□	□ 56,765	□ 7,584
□□□ 14-00 O□r□□ □	□ 132	□ -	□ 132	W□□□□d 5-Y□r CIP	88□	12□	□ 117	□ 16
□□□ 21-00 FICA T□□□	□ 35,243	□ -	□ 35,243	W□□□□d 5-Y□r CIP	88□	12□	□ 31,08□	□ 4,154
□□□ 22-00 R□r□□ □□□C□r□□□□□	□ 33,□□6	□ -	□ 33,□□6	W□□□□d 5-Y□r CIP	88□	12□	□ 2□,□8□	□ 4,007
□□□ 23-00 L□□/H□□□ I□□r□□□	□ 155,464	□ -	□ 155,464	W□□□□d 5-Y□r CIP	88□	12□	□ 137,141	□ 18,323
□□□ 24-00 W□r□□'□C□□ □□□□□□	□ 4,657	□ -	□ 4,657	W□□□□d 5-Y□r CIP	88□	12□	□ 4,108	□ 54□
□□□ 26-00 OPEB H□□□ E□□□□	□ 20,127	□ -	□ 20,127	W□□□□d 5-Y□r CIP	88□	12□	□ 17,755	□ 2,372
□□□ 27-00 C□□□r□ P□□	□ 21,□50	□ -	□ 21,□50	W□□□□d 5-Y□r CIP	88□	12□	□ 1□,363	□ 2,587
□□□ T□□□ S□□r□□ □ B□□□□	□	□	□				□	□
□□□ O□r□□□ E□□□d□r□□								
□□□ 31-03 E□□□□r□□ S□r□□□	□ -	□ -	□ -	W□□□□d 5-Y□r CIP	88□	12□	□ -	□ -
□□□ 34-00 C□□r□□ S□r□□□	□ 73,□44	□ -	□ 73,□44	W□□□□d 5-Y□r CIP	88□	12□	□ 65,22□	□ 8,715
□□□ 40-00 Tr□□□& P□r D□□	□ 7	□ -	□ 7	W□□□□d 5-Y□r CIP	88□	12□	□ 7	□ 1
□□□ 41-00 C□□ □ □□□□□	□ 2,880	□ -	□ 2,880	W□□□□d 5-Y□r CIP	88□	12□	□ 2,541	□ 33□
□□□ 42-00 P□□□□ & Fr□□□	□ 304	□ -	□ 304	W□□□□d 5-Y□r CIP	88□	12□	□ 268	□ 36
□□□ 45-00 I□□r□□□	□ 2,2□□	□ -	□ 2,2□□	W□□□□d 5-Y□r CIP	88□	12□	□ 2,028	□ 271
□□□ 46-00 R□□r□ & M□□□□	□ 5,242	□ -	□ 5,242	W□□□□d 5-Y□r CIP	88□	12□	□ 4,624	□ 618
□□□ 46-03 R□□r/M□□□- V□□□	□ 3,743	□ -	□ 3,743	W□□□□d 5-Y□r CIP	88□	12□	□ 3,302	□ 441
□□□ 47-00 Pr□□□ & B□d□	□ 58	□ -	□ 58	W□□□□d 5-Y□r CIP	88□	12□	□ 51	□ 7
□□□ 4□-00 O□r C□r□□ & O□□.	□ 716	□ -	□ 716	W□□□□d 5-Y□r CIP	88□	12□	□ 632	□ 84
□□□ 52-00 O□r□□□ S□□□	□ □,750	□ -	□ □,750	W□□□□d 5-Y□r CIP	88□	12□	□ 8,601	□ 1,14□
□□□ 52-30 F□□,O□& L□r□□□	□ 4,□12	□ -	□ 4,□12	W□□□□d 5-Y□r CIP	88□	12□	□ 4,333	□ 57□
□□□ 54-00 M□□ □r□□□/P□□□□	□ 358	□ -	□ 358	W□□□□d 5-Y□r CIP	88□	12□	□ 316	□ 42
□□□ 55-00 Tr□□□	□ 5□0	□ -	□ 5□0	W□□□□d 5-Y□r CIP	88□	12□	□ 520	□ 70
□□□ T□□□ O□r□□□ E□□□d□r□□	□	□	□				□	□
□□□ **TOTAL □□□□ ENGINEERING**	□	□	□				□	□
□□□ □□□ □ **ATER RECLAMATION**								
□□□ S□□r□□ □ B□□□□								
□□□ 12-00 R□□□□r S□□r□□ & W□□□	□ 724,73□	□ -	□ 724,73□	S□□r / R□□□ O□□	0□	100□	□ -	□ 724,73□
□□□ 12-12 A□r□□P□□□	□ 31,36□	□ -	□ 31,36□	S□□r / R□□□ O□□	0□	100□	□ -	□ 31,36□
□□□ 13-00 O□□r S□□r□□ & W□□□	□ 54,163	□ -	□ 54,163	S□□r / R□□□ O□□	0□	100□	□ -	□ 54,163
□□□ 14-00 O□r□□ □	□ 66,3□1	□ -	□ 66,3□1	S□□r / R□□□ O□□	0□	100□	□ -	□ 66,3□1
□□□ 20-00 C□□□□□/S□□□ A□□	□ 440	□ -	□ 440	S□□r / R□□□ O□□	0□	100□	□ -	□ 440
□□□ 21-00 FICA T□□□	□ 63,345	□ -	□ 63,345	S□□r / R□□□ O□□	0□	100□	□ -	□ 63,345
□□□ 22-00 R□r□□ □□□C□r□□□□□	□ 211,522	□ -	□ 211,522	S□□r / R□□□ O□□	0□	100□	□ -	□ 211,522
□□□ 23-00 L□□/H□□□ I□□r□□□	□ 188,581	□ -	□ 188,581	S□□r / R□□□ O□□	0□	100□	□ -	□ 188,581
□□□ 24-00 W□r□□'□C□□ □□□□□□	□ 3□,301	□ -	□ 3□,301	S□□r / R□□□ O□□	0□	100□	□ -	□ 3□,301
□□□ 26-00 OPEB H□□□ E□□□□	□ 21,18□	□ -	□ 21,18□	S□□r / R□□□ O□□	0□	100□	□ -	□ 21,18□
□□□ 27-00 C□□□□r□ P□□	□ 13,250	□ -	□ 13,250	S□□r / R□□□ O□□	0□	100□	□ -	□ 13,250
□□□ T□□□ S□□r□□ □ B□□□□	□	□	□				□	□

A		B	C	D	E	F	G	H	I
					SER□ICE ALLOCATION				
		B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□□	A□□□□□□□□ F□□□□r □r□□ S□□d□□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□□
□□□	O□□r□□□□ E□□□□d□□r□□								
□□□	31-00 Pr□□□□□□□□□S□r□□□□	□ 6,117	□ -	□ 6,117	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 6,117
□□□	34-00 C□□r□□□S□r□□□□	□ 62,5□8	□ -	□ 62,5□8	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 62,5□8
□□□	40-00 Tr□□□& P□r D□□	□ 1,055	□ -	□ 1,055	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 1,055
□□□	41-00 C□□ □ □□□□□□□	□ 7,744	□ -	□ 7,744	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 7,744
□□□	42-00 P□□□□□ & Fr□□□□	□ 3,616	□ -	□ 3,616	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 3,616
□□□	43-00 E□□□r□/W□□r/S□□ r S□r□□□	□ 161,752	□ -	□ 161,752	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 161,752
□□□	44-00 R□□□□□& L□□□□	□ 2,342	□ -	□ 2,342	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 2,342
□□□	45-00 I□□r□□□	□ 1,813	□ -	□ 1,813	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 1,813
□□□	46-00 R□□□n□& M□□□□□□□□	□ 232,372	□ -	□ 232,372	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 232,372
□□□	46-02 R□□□r/M□□□B□d□□	□ 28,43□	□ -	□ 28,43□	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 28,43□
□□□	46-03 R□□□r/M□□□- V□□□□□	□ 4,768	□ -	□ 4,768	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 4,768
□□□	4□-00 O□□r C□r□□□& O□□.	□ 6,338	□ -	□ 6,338	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 6,338
□□□	52-00 O□r□□□□ S□□□□□	□ 151,167	□ -	□ 151,167	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 151,167
□□□	52-07 □□□□r□□S□□□□□	□ 1,841	□ -	□ 1,841	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 1,841
□□□	52-30 F□□, O□& L□r□□□□	□ 4,360	□ -	□ 4,360	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 4,360
□□□	54-00 M□□ □r□□□/P□□□□□□□	□ 460	□ -	□ 460	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 460
□□□	55-00 Tr□□□□	□ 2,171	□ -	□ 2,171	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 2,171
□□□	T□□□ O□r□□□ E□□□d□r□□	□ □□□□□	□ □	□ □□□□□				□ □	□ □□□□□
□□□	**TOTAL □□□□ □ ATER RECLAMATION**	□ □□□□□□	□ □	□ □□□□□□				□ □	□ □□□□□□
□□□	**□□□□ SE□ ER FIELD OPERATIONS**								
□□□	S□□r□□ □ B□□□□□								
□□□	12-00 R□□□□r S□□r□□ & W□□□□	□ 506,625	□ -	□ 506,625	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 506,625
□□□	14-00 O□r□□ □	□ 37,115	□ -	□ 37,115	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 37,115
□□□	20-00 C□□□□□/S□□□ A□□□ □□□□□	□ 385	□ -	□ 385	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 385
□□□	21-00 FICA T□□□	□ 38,1□5	□ -	□ 38,1□5	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 38,1□5
□□□	22-00 R□r□□ □□□C□r□□□□□	□ 183,350	□ -	□ 183,350	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 183,350
□□□	23-00 L□□/H□□□□ I□□r□□□	□ 166,316	□ -	□ 166,316	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 166,316
□□□	24-00 W□r□□r'□C□□ □□□□□□□	□ 27,274	□ -	□ 27,274	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 27,274
□□□	26-00 OPEB H□□□□ E□□□□□	□ 8,788	□ -	□ 8,788	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 8,788
□□□	27-00 C□□□□r□□ P□□□	□ 7,200	□ -	□ 7,200	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 7,200
□□□	T□□□ S□□r□□□ □ B□□□□□□	□ □□□□□	□ □	□ □□□□□				□ □	□ □□□□□

A	B	C	D	E	F	G	H	I
				SERVICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□□	A□□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□□
□□□	O□□r□□□□ E□□□□d□□r□□							
□□□	34-00 C□□r□□□S□r□□□□	□ 11,081	□ -	□ 11,081	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 11,081
□□□	40-00 Tr□□□& P□r D□□	□ 7	□ -	□ 7	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 7
□□□	41-00 C□□ □ □□□□□□□	□ 3,705	□ -	□ 3,705	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 3,705
□□□	42-00 P□□□□□□ & Fr□□□□	□ 1,616	□ -	□ 1,616	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 1,616
□□□	43-00 E□□□r□/W□□r/S□□r S□r□□	□ 71,067	□ -	□ 71,067	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 71,067
□□□	44-00 R□□□□□& L□□□□	□ 511	□ -	□ 511	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 511
□□□	45-00 I□□r□□□	□ 6,626	□ -	□ 6,626	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 6,626
□□□	46-00 R□□□r□& M□□□□□□□	□ 377,564	□ -	□ 377,564	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 377,564
□□□	46-03 R□□□r/M□□□- V□□□□□	□ 24,672	□ -	□ 24,672	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 24,672
□□□	47-00 Pr□□□□□& B□d□□	□ 171	□ -	□ 171	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 171
□□□	4□-00 O□□r C□r□□□& O□□.	□ 601	□ -	□ 601	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 601
□□□	52-00 O□r□□□□ S□□□□□	□ 34,15□	□ -	□ 34,15□	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 34,15□
□□□	52-30 F□□,O□& L□r□□□□	□ 23,866	□ -	□ 23,866	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 23,866
□□□	53-00 R□d M□□r□□/S□□□□□	□ □0□	□ -	□ □0□	S□□□r / R□□□□ O□□	0□	100□	□ -	□ □0□
□□□	54-00 M□ □r□□□/P□□□□□□	□ -	□ -	□ -	S□□□r / R□□□□ O□□	0□	100□	□ -	□ -
□□□	55-00 Tr□□□□□	□ -	□ -	□ -	S□□□r / R□□□□ O□□	0□	100□	□ -	□ -
□□□	T□□□ O□□r□□□□ E□□□□d□□r□□	□ □□□□□□	□ □	□ □□□□□□				□ □	□ □□□□□□
□□□	**TOTAL □□□□□ SE□ ER FIELD OPERATIONS**	□ □□□□□□□	□ □	□ □□□□□□□				□ □	□ □□□□□□□
□□□	**DEBT SER□ICE**								
□□□	E□□□□□□ S□□□r L□□ D□□□S□r□□□								
□□□	S□r□□ 1□□□ B□□d - Pr□□□□□	□ 1,170,000	□ -	□ 1,170,000	S□r□□ 1□□□ B□□d□	□6□	4□	□ 1,128,355	□ 41,645
□□□	S□r□□ 1□□□ B□□d - I□□r□□□	□ 1□4,250	□ -	□ 1□4,250	S□r□□ 1□□□ B□□d□	□6□	4□	□ 187,336	□ 6,□14
□□□	S□r□□ 2003 - Pr□□□□□□	□ 1,250,000	□ -	□ 1,250,000	S□r□□ 2003 B□□d□	□7□	3□	□ 1,206,537	□ 43,463
□□□	S□r□□ 2003 - I□□r□□□	□ 640,275	□ -	□ 640,275	S□r□□ 2003 B□□d□	□7□	3□	□ 618,012	□ 22,263
□□□	S□r□□ 200□A B□□d□ - Pr□□□□□	□ -	□ -	□ -	S□r□□ 200□A B□□d□	□4□	6□	□ -	□ -
□□□	S□r□□ 200□A B□□d□ - I□□r□□□	□ 440,□6□	□ -	□ 440,□6□	S□r□□ 200□A B□□d□	□4□	6□	□ 412,44□	□ 28,520
□□□	S□r□□ 200□B B□□d□ - Pr□□□□□	□ -	□ -	□ -	S□r□□ 200□B B□□d□	□6□	4□	□ -	□ -
□□□	S□r□□ 200□B B□□d□ - I□□r□□□	□ 5□0,750	□ -	□ 5□0,750	S□r□□ 200□B B□□d□	□6□	4□	□ 56□,723	□ 21,027
□□□	S□r□□ 2010 BAB - Pr□□□□□	□ -	□ -	□ -	S□r□□ 2010 BAB	100□	0□	□ -	□ -
□□□	S□r□□ 2010 BAB - I□□r□□□	□ 1,866,313	□ -	□ 1,866,313	S□r□□ 2010 BAB	100□	0□	□ 1,866,313	□ -
□□□	S□r□□ 2010 BAB - S□□□d□	□ (5□5,374)	□ -	□ (5□5,374)	S□r□□ 2010 BAB	100□	0□	□ (5□5,374)	□ -
□□□	T□□□ E□□□□□□ S□□□r L□□ D□□□S□r□□□	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □□□□□□

A	B	C	D	E	F	G	H	I
				SERVICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□□	A□□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
E□□□□□ S□□□rd□□□ D□□□S□r□□□								
SRL 517010 - Pr□□□□□□	2□5,504	-	2□5,504	SRL 517010	100□	0□	2□5,504	-
SRL 517010 - I□□r□□□	65,27□	-	65,27□	SRL 517010	100□	0□	65,27□	-
SRL 517020 - Pr□□□□□□	230,751	-	230,751	SRL 517020	100□	0□	230,751	-
SRL 517020 - I□□r□□□	62,334	-	62,334	SRL 517020	100□	0□	62,334	-
SRL 517030 - Pr□□□□□□	521,267	-	521,267	SRL 517030	100□	0□	521,267	-
SRL 517030 - I□□r□□□	14□,□22	-	14□,□22	SRL 517030	100□	0□	14□,□22	-
SRL 202P - Pr□□□□□□	161,870	-	161,870	SRL 202P	0□	100□	-	161,870
SRL 202P - I□□r□□□	33,465	-	33,465	SRL 202P	0□	100□	-	33,465
SRL 517040 - Pr□□□□□□	□□,534	-	□□,534	SRL 517040	100□	0□	□□,534	-
SRL 517040 - I□□r□□□	51,878	-	51,878	SRL 517040	100□	0□	51,878	-
SRL - 517050 - Pr□□□□□□	284,707	-	284,707	SRL 517050	100□	0□	284,707	-
SRL - 517050 - I□□r□□□	144,585	-	144,585	SRL 517050	100□	0□	144,585	-
SRL WW812030 - Pr□□□□□□	257,2□4	-	257,2□4	SRL WW812030	0□	100□	-	257,2□4
SRL WW812030 - I□□r□□□	143,030	-	143,030	SRL WW812030	0□	100□	-	143,030
SRL DW517060 - Pr□□□□□□	5,26□	-	5,26□	SRL DW517060	100□	0□	5,26□	-
SRL DW517060 - I□□r□□□	2,7□□	-	2,7□□	SRL DW517060	100□	0□	2,7□□	-
T□□□ E□□□□□□ S□□□rd□□□ D□□□S□r□□□	□□□□□□□□	□	□□□□□□□□				□□□□□□□□	□□□□□□□
N□□ D□□□S□r□□□								
I□ □□□d A□□□□□D□□□S□r□□□ □r CIP (Fr□□ S□□□d□□ 10 □□10)	576,068	-	576,068	B□□□ Y□□r CIP	88□	12□	508,172	67,8□7
T□□□ N□□ D□□□S□r□□□	□□□□□□□	□	□□□□□□□				□□□□□□□	□□□□□□□
TOTAL □DEBT SER□ICE	□□□□□□□□	□	□□□□□□□□				□□□□□□□□	□□□□□□□
OT□ER BELO□ T□E LINE E□PENSES								
L□□□r□ □□Cr□d□								
S□□r□□□L□□□r □□Cr□d□Dr□□ □1 - Pr□□□□□□	145,000	-	145,000	W□□□□d T□□□O&M E□□□□□	83□	17□	120,8□5	24,105
S□□r□□□L□□□r □□Cr□d□Dr□□ □1 - I□□r□□□	8,850	-	8,850	W□□□□d T□□□O&M E□□□□□	83□	17□	7,37□	1,471
S□□r□□□L□□□r □□Cr□d□Dr□□ □3 - Pr□□□□□□	64,000	-	64,000	W□□□□d T□□□O&M E□□□□□	83□	17□	53,361	10,63□
S□□r□□□L□□□r □□Cr□d□Dr□□ □3 - I□□r□□□	3,□00	-	3,□00	W□□□□d T□□□O&M E□□□□□	83□	17□	3,252	648
S□□r□□□L□□□r □□Cr□d□Dr□□ □4 - Pr□□□□□□	65,000	-	65,000	W□□□□d T□□□O&M E□□□□□	83□	17□	54,1□4	10,806
S□□r□□□L□□□r □□Cr□d□Dr□□ □4 - I□□r□□□	3,650	-	3,650	W□□□□d T□□□O&M E□□□□□	83□	17□	3,044	607
S□□r□□□L□□□r □□Cr□d□Dr□□ □5 - Pr□□□□□□	40,000	-	40,000	W□□□□d T□□□O&M E□□□□□	83□	17□	33,350	6,650
S□□r□□□L□□□r □□Cr□d□Dr□□ □5 - I□□r□□□	3,452	-	3,452	W□□□□d T□□□O&M E□□□□□	83□	17□	2,878	574
T□□□ L□□□r□ □□Cr□d□	□□□□□□□	□	□□□□□□□				□□□□□□□	□□□□□□□
TOTAL □OT□ER BELO□ T□E LINE E□PENSES	□□□□□□□	□	□□□□□□□				□□□□□□□	□□□□□□□
OT□ER □SES								
C□□□ F□□d□d C□□□□□□								
I□ □□□d C□□□ F□□d□d CIP (Fr□□ S□□□d□□ 10 □□10)	4,6□7,576	-	4,6□7,576	B□□□ Y□□r CIP	88□	12□	4,143,□0□	553,667
T□□□ C□□□ F□□d□d C□□□□□□	□□□□□□□□	□	□□□□□□□□				□□□□□□□□	□□□□□□□
L□□□□ C□□□□□O□□□□□								
C□□r□□□□d C□□□□□F□□d□U□□d □r CIP □□C□rr□□FY	-	-	-	B□□□ Y□□r CIP (5)	88□	12□	-	-
W□□r I□ □□□□F□□□U□□d □r P□□□ □□□□D□□□	(1,435,760)	- (6)	(1,435,760)	W□□r O□□□	100□	0□	(1,435,760)	-
S□□r I□ □□□F□□□U□□d □r P□□□ □□□□D□□□	(50,425)	- (6)	(50,425)	S□□r / R□□□□ O□□□	0□	100□	-	(50,425)
W□□r Pr□□□□□P□d □□□I□ □□□F□□□	-	-	-	W□□r O□□□	100□	0□	-	-

A	B	C	D	E	F	G	H	I
				SERVICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□□	A□□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
□□□ S□□□r Pr□□□□□ P□d □□□ I□ □□□□F□□□	□ -	□ -	□ -	S□□□r / R□□□□ O□□	0□	100□	□ -	□ -
□□□ T□□□C□□□□□O□□□□□	□ □□□□□□□□□□	□ □	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□ □□□F□□d B□□□□□								
□□□ R□□□r□□ F□□d B□□□□□□ U□□d □r C□□□ F□□□ D□□□□□	□ -	□ -	□ -	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ -	□ -
□□□ T□□□□□ □□ F□□d B□□□□□	□ □	□ □	□ □				□ □	□ □
□□□ **TOTAL □OT□ER □SES**	□ □□□□□□□□□	□ □	□ □□□□□□□□□				□ □□□□□□□□□	□ □□□□□□□
□□□ **OFFSETTING RE□EN□ES**								
□□□ O□□r O□r□□□□ R□□□□□								
□□□ W□□r C□□□□□□□ F□□	□ (442,243)	□ -	□ (442,243)	W□□r O□□	100□	0□	□ (442,243)	□ -
□□□ W□□r H□dr□□ F□□□	□ (2,776,051)	□ -	□ (2,776,051)	W□□r O□□	100□	0□	□ (2,776,051)	□ -
□□□ H□dr□□ R□□d F□□ T□□□	□ (5,000)	□ -	□ (5,000)	W□□r O□□	100□	0□	□ (5,000)	□ -
□□□ B□□□□□ D□□□□ T□□□	□ (181,076)	□ -	□ (181,076)	W□□r O□□	100□	0□	□ (181,076)	□ -
□□□ □□r M□□r	□ (2,000)	□ -	□ (2,000)	W□□r O□□	100□	0□	□ (2,000)	□ -
□□□ P□□ R□□□□ / C□□□□	□ (30,500)	□ -	□ (30,500)	W□□r O□□	100□	0□	□ (30,500)	□ -
□□□ B□□□□□ PRV/RLCT T□□ □	□ (□70)	□ -	□ (□70)	W□□r O□□	100□	0□	□ (□70)	□ -
□□□ S□□□r Gr□□□ Tr□□ P□r□ □□□	□ (6,442)	□ -	□ (6,442)	S□□□r / R□□□□ O□□	0□	100□	□ -	□ (6,442)
□□□ S□□□r C□□□□□□□ F□□	□ (3,101)	□ -	□ (3,101)	S□□□r / R□□□□ O□□	0□	100□	□ -	□ (3,101)
□□□ R□□□□ W□□r I□□□□□□□□	□ (6,2□□)	□ -	□ (6,2□□)	S□□□r / R□□□□ O□□	0□	100□	□ -	□ (6,2□□)
□□□ 362 - R□□□ □□d R□□□□□□	□ (1,300)	□ -	□ (1,300)	W□□□d T□□□ O&M E□□□□□	83□	17□	□ (1,084)	□ (216)
□□□ 364 - S□□□ □□F□□d A□□□□	□ (146,505)	□ -	□ (146,505)	W□□□d T□□□ O&M E□□□□□	83□	17□	□ (122,150)	□ (24,355)
□□□ 365 - S□□□ □□S□r□□□ S□r□□	□ (7,028)	□ -	□ (7,028)	W□□□d T□□□ O&M E□□□□□	83□	17□	□ (5,860)	□ (1,168)
□□□ 36□ - O□□r M□□□. R□□□□□□□	□ (67,7□4)	□ -	□ (67,7□4)	W□□□d T□□□ O&M E□□□□□	83□	17□	□ (56,524)	□ (11,270)
□□□ N□□I□□/D□□ - FMV I□□□□□ □□□	□ 66,087	□ -	□ 66,087	W□□□d T□□□ O&M E□□□□□	83□	17□	□ 55,101	□ 10,□86
□□□ T□□□ O□□r O□r□□□□ R□□□□□	□ □□□□□□□□□□	□ □	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□ I□□r□□□ I□□□□ □								
□□□ I□□r□□□ I□□□□ □	□ (248,543)	□ -	□ (248,543)	W□□□d T□□□ O&M E□□□□□	83□	17□	□ (207,225)	□ (41,318)
□□□ T□□□ I□□r□□□ I□□□□ □	□ □□□□□□□□□□	□ □	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□ **TOTAL □OFFSETTING RE□EN□ES**	□ □□□□□□□□□□	□ □	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□ **T□□□**	□ □□□□□□□□□□	□ □□□□□□□□□□	□ □□□□□□□□□□				□ □□□□□□□□□□ □□□□□	□ □□□□□□□□

F□□□□□□□□

(1) W□□r Ad□ □□ - R□□ □□□d □□□□□□□□□r□□□ □□□ □□ □□□□ □□ □r□□r□□□ □□□□□□□□□ □□ S□□□d□□ 3.

(2) D□□r□□□□□□ E□□□□□□ □□ □□□□□□□d□d □□ □□□□□□□□ □□ □□□□ □□□□ □□□□ □□□□□□□.

(3) TO R□□r□□□d A□□□ 425 - T□□ □□□r□□d r□□□r □□ □□ □□d□□□r□□□ □□d r□□ □ □□□ d□□□□r□□□ □□ □□d. A□□□□d□□□□r□□□ □□ r□□□□□□ □□d □□□□□□d □□ □□□□□□□□ □□d□r □□ D□□□ S□r□□□ □□□□□□ □□□□□, □□ □□□□ r□□□□r □r□□ □□d □□ □□□d d□□□□ □□□□□□□.

(4) D□□P□□□ - S□□ □ □□□ □□□ □ □□□d □ □r□□□ □□□□ □□□□□□□d □ □□ □□r□□□d □r□ □□□□□□□. A□□□ B□□ Y□r □□□ □r □ □ □r□ □□r□□□□□□ □r R□□□□□□ C□□□ □r d□□ □□d r□□ S□□□d□□ 3.

(5) C□□r□□□d C□□□□ F□□d □ U□d □r CIP □ C□rr□ FY □□□□ □□□□□d □□□rd□□ □□ □□□ □□□r□ □□□□ □r□□□.

(6) R□r□□□□□r□□ r□□□□□□□ r□d □□ □□ □□□ □□□ □□□ □□□□□□□□ □□ □□□ r d□□□□r□□□.

N□□: M□r □□□□□□□□□□□ □□□ □ r□ □□□□ □□□ O&M □□□□□□□□, □□ □□□ r□ □□□d□d □ □□□ □□□ CIP.

N□□: O□□□□□□ R□□□□□□ □□ □□ R□□□□□r□□ □□□□□□□□□□ □□□d r□□□r□□ r□□□□□, r□□□□□□ □r□d □□□□□d, □□□□□□□□□□□□□r□□□□□, □d BABS Gr□□ (□□□d□d □□ d□□□□r□□□).

	A	B	C	D	E	F	G
			CUSTOMER ALLOCATION				
		B□□□ □□□r □ □□□r A□□□□□□	A□□□□□□□□ F□□□r □□r□□ S□□□d□□□ □ □□□□□□	R□□□□□□□□ R□□□□	R□□□□ O□□□	B□□□ □□□r R□□□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□□O□□□ A□□□□□
□	□□□□ **FIELD SER□ICES**						
□	S□□r□□□ □ B□□□□□□						
□	12-00 R□□□□r S□□r□□□& W□□□□	□ 6□5,147	R□□□□O□□□	0□	100□	□ -	□ 6□5,147
□	12-12 A□r□□□P□□□□□	□ 23,30□	R□□□□O□□□	0□	100□	□ -	□ 23,30□
□	13-00 O□□r S□□r□□□& W□□□□	□ 56,084	R□□□□O□□□	0□	100□	□ -	□ 56,084
□	14-00 O□r□□□ □	□ 1,057	R□□□□O□□□	0□	100□	□ -	□ 1,057
□	20-00 C□□□□□□/S□□□ A□□□ □□□□□	□ □□	R□□□□O□□□	0□	100□	□ -	□ □□
□	21-00 FICA T□□□	□ 55,315	R□□□□O□□□	0□	100□	□ -	□ 55,315
□	22-00 R□r□□ □□□C□r□□□□□	□ 151,135	R□□□□O□□□	0□	100□	□ -	□ 151,135
□□	23-00 L□□/H□□□□ I□□r□□□	□ 227,28□	R□□□□O□□□	0□	100□	□ -	□ 227,28□
□□	24-00 W□r□r'□C□□ □□□□□□□	□ 3□,521	R□□□□O□□□	0□	100□	□ -	□ 3□,521
□□	26-00 OPEB H□□□ E□□□□□	□ 22,674	R□□□□O□□□	0□	100□	□ -	□ 22,674
□□	27-00 C□□□r□□ P□□□	□ 7,522	R□□□□O□□□	0□	100□	□ -	□ 7,522
□□	T□□□ S□□r□□□ □ B□□□□□□	□ □□□□□□				□ □	□ □□□□□□
□□	O□r□□□ E□□□d□r□□						
□□	41-00 C□□ □ □□□□□	□ 5,527	R□□□□O□□□	0□	100□	□ -	□ 5,527
□□	42-00 P□□□□□ & Fr□□□	□ 107	R□□□□O□□□	0□	100□	□ -	□ 107
□□	45-00 I□□r□□□	□ 8,01□	R□□□□O□□□	0□	100□	□ -	□ 8,01□
□□	46-00 R□□□r□ & M□□□□□□□	□ 22,268	R□□□□O□□□	0□	100□	□ -	□ 22,268
□□	46-03 R□□□r/M□□□- V□□□□□	□ 14,037	R□□□□O□□□	0□	100□	□ -	□ 14,037
□□	4□-00 O□□r C□r□□□& O□□.	□ 108	R□□□□O□□□	0□	100□	□ -	□ 108
□□	52-00 O□r□□□ S□□□□	□ 22,755	R□□□□O□□□	0□	100□	□ -	□ 22,755
□□	52-30 F□□, O□& L□r□□□	□ 38,144	R□□□□O□□□	0□	100□	□ -	□ 38,144
□□	54-00 M□□ □r□□□/P□□□□□	□ 17□	R□□□□O□□□	0□	100□	□ -	□ 17□
□□	T□□□ O□r□□□ E□□□d□r□□	□ □□□□□□				□ □	□ □□□□□□
□□	**TOTAL □□□□ FIELD SER□ICES**	□ □□□□□□				□ □	□ □□□□□□
□□	□□□□ □ **ATER ADMINISTRATION**						
□□	S□□r□□□ □ B□□□□□□						
□□	12-00 R□□□□r S□□r□□□& W□□□□	□ 3□3,763	W□□□□d T□□□W□□r O&M	57□	43□	□ 224,157	□ 16□,606
□□	12-12 A□r□□□P□□□□□	□ 2,503	W□□□□d T□□□W□□r O&M	57□	43□	□ 1,425	□ 1,078
□□	13-00 O□□r S□□r□□□& W□□□□	□ 7,077	W□□□□d T□□□W□□r O&M	57□	43□	□ 4,02□	□ 3,048
□□	14-00 O□r□□□ □	□ 13,10□	W□□□□d T□□□W□□r O&M	57□	43□	□ 7,463	□ 5,647
□□	21-00 FICA T□□□	□ 31,16□	W□□□□d T□□□W□□r O&M	57□	43□	□ 17,744	□ 13,426
□□	22-00 R□r□□ □□□C□r□□□□□	□ 405,577	W□□□□d T□□□W□□r O&M	57□	43□	□ 230,882	□ 174,6□4
□□	23-00 L□□/H□□□□ I□□r□□□	□ 78,571	W□□□□d T□□□W□□r O&M	57□	43□	□ 44,728	□ 33,843
□□	23-02 L□□/H□□□□ R□□r□□□	□ 105,□77	W□□□□d T□□□W□□r O&M	57□	43□	□ 60,32□	□ 45,647
□□	24-00 W□r□r'□C□□ □□□□□□□	□ 10,075	W□□□□d T□□□W□□r O&M	57□	43□	□ 5,735	□ 4,33□
□□	25-00 U□□□ □□□□□ □□□C□□ □□□□□□□□	□ 1,558	W□□□□d T□□□W□□r O&M	57□	43□	□ 887	□ 671
□□	26-00 OPEB H□□□ E□□□□□	□ 21,375	W□□□□d T□□□W□□r O&M	57□	43□	□ 12,168	□ □,207
□□	27-00 C□□□r□□ P□□□	□ 12,7□8	W□□□□d T□□□W□□r O&M	57□	43□	□ 7,286	□ 5,513
□□	T□□□ S□□r□□□ □ B□□□□□□	□ □□□□□□				□ □□□□□□	□ □□□□□□

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	B□□□ □□□r □ □□r A□□□□□□	A□□□□□□□ F□□□r □r□□ S□□□d□□ □ □□□□□	R□□□□□□□ R□□□□	R□□□□ O□□	B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□O□□ A□□□□□
□□	O□□r□□□□ E□□□□□□□					
□□	O□□r□□□□ E□□ L□□□ C□□□□□B□d D□□□I□dr C□□□A□□□					
□□	31-00 Pr□□□□□□□□S□r□□□	W□□□d T□□□W□r O&M	57□	43□	108,855	82,364
□□	31-01 L□□□E□□□□□	W□□□d T□□□W□r O&M	57□	43□	40,321	30,508
□□	31-33 E□ □□□□ H□□□ C□□r	W□□□d T□□□W□r O&M	57□	43□	57,878	43,7□3
□□	32-00 A□□□□□□□ & A□d	W□□□d T□□□W□r O&M	57□	43□	20,647	15,622
□□	34-00 C□□r□□S□r□□□	W□□□d T□□□W□r O&M	57□	43□	71,158	53,841
□□	40-00 Tr□□□& P□r D□□	W□□□d T□□□W□r O&M	57□	43□	421	318
□□	41-00 C□□ □ □□□□□	W□□□d T□□□W□r O&M	57□	43□	887	671
□□	42-00 P□□□□□ & Fr□□□	W□□□d T□□□W□r O&M	57□	43□	2,204	1,668
□□	43-00 E□□r□/W□□r/S□□r S□r□□	W□□□d T□□□W□r O&M	57□	43□	586	444
□□	44-00 R□□□□& L□□□□	W□□□d T□□□W□r O&M	57□	43□	850	643
□□	45-00 I□□r□□□	W□□□d T□□□W□r O&M	57□	43□	150,757	114,06□
□□	46-00 R□□r□& M□□□□□□	W□□□d T□□□W□r O&M	57□	43□	1,704	1,28□
□□	46-02 R□□r/M□□□B□d	W□□□d T□□□W□r O&M	57□	43□	720	545
□□	46-03 R□□r/M□□□- V□□□□	W□□□d T□□□W□r O&M	57□	43□	64□	4□1
□□	47-00 Pr□□□□& B□d	W□□□d T□□□W□r O&M	57□	43□	2,432	1,840
□□	48-00 Pr□ □□□□A□□□□	W□□□d T□□□W□r O&M	57□	43□	6,481	4,□04
□□	4□-00 O□r C□r□□& O□.	W□□□d T□□□W□r O&M	57□	43□	5,380	4,071
□□	4□-08 C□□ O□r & U□d□r	W□□□d T□□□W□r O&M	57□	43□	33,111	25,053
□□	4□-0□ D□□□ □□R□□rd C□□	W□□□d T□□□W□r O&M	57□	43□	713	540
□□	4□-15 O□□□□□ I□□□□r	W□□□d T□□□W□r O&M	57□	43□	404	306
□□	52-00 O□r□□□ S□□□□	W□□□d T□□□W□r O&M	57□	43□	2□,884	22,611
□□	52-30 F□□, O□& L□r□□□	W□□□d T□□□W□r O&M	57□	43□	1,157	876
□□	52-33 E□ □□□□ H□□□ C□□r	W□□□d T□□□W□r O&M	57□	43□	24,□36	18,867
□□	54-00 M□□ □r□□□/P□□□□□	W□□□d T□□□W□r O&M	57□	43□	13,508	10,220
□□	55-00 Tr□□□	W□□□d T□□□W□r O&M	57□	43□	700	530
□□	5□-00 D□r□□□□ E□□□□	W□□□d T□□□W□r O&M	57□	43□	-	-
□□	**G□□r□F□d I□dr□□C□□A□□□**					
□□	34-10 A□□□□□□- G□□r□F□d	W□□□d T□□□W□r O&M	57□	43□	2,547,351	1,□27,426
□□	**C□□□□□□ □ B□d D□□**					
□□	3□-00 C□□□□□□	W□□□d T□□□W□r O&M	57□	43□	-	-
□□	4□-07 B□d D□□E□□□□□	R□□□O□□	0□	100□	-	82,550
□□	T□□□O□r□□□ E□□□□□□					
□□	I□□r□□d Tr□□□r□ O□□					
□□	□1-01 Tr□□□r □ G□□r□F□d 001	R□□□O□□	0□	100□	-	4,52□,431
□□	□1-25 TO R□□r□□d A□□□425	R□□□O□□	0□	100□	-	-
□□	□1-53 H□□□ I□□r□□□ F□d 530	R□□□O□□	0□	100□	-	337,8□4
□□	□5-01 6□ ILO Fr□□□□ F□□	R□□□O□□	0□	100□	-	1,157,2□3
□□	T□□□I□□r□□d Tr□□□r□ O□□				□	
□□	**TOTAL □□□□ □ ATER ADMINISTRATION**					

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	B□□□ □□□r □ □□r A□□□□□□	A□□□□□□□□ F□□□r □r□□ S□□□d□□□ □ □□□□□	R□□□□□□□□ R□□□□	R□□□□ O□□	B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□O□□□ A□□□□□
□□ □□□□ **D□AL PLANT**						
□□ S□□r□□□ □ B□□□□□□						
□□ 12-00 R□□□□r S□□r□□□& W□□□□	□ 1,423,257	R□□□□□□ / R□□□□	100□	0□	□ 1,423,257	□ -
□□ 12-12 A□r□□□P□□□□□	□ 13,055	R□□□□□□ / R□□□□	100□	0□	□ 13,055	□ -
□□ 13-00 O□□r S□□r□□□& W□□□□	□ 53,415	R□□□□□□ / R□□□□	100□	0□	□ 53,415	□ -
□□ 14-00 O□r□□□ □	□ 138,104	R□□□□□□ / R□□□□	100□	0□	□ 138,104	□ -
□□ 20-00 C□□□□□□/S□□□ A□□□ □□□□□	□ 805	R□□□□□□ / R□□□□	100□	0□	□ 805	□ -
□□ 21-00 FICA T□□□	□ 11□,813	R□□□□□□ / R□□□□	100□	0□	□ 11□,813	□ -
□□ 22-00 R□r□□ □□□C□□r□□□□□	□ 117,771	R□□□□□□ / R□□□□	100□	0□	□ 117,771	□ -
□□ 23-00 L□□/H□□□□ I□□r□□□	□ 450,□55	R□□□□□□ / R□□□□	100□	0□	□ 450,□55	□ -
□□ 24-00 W□r□□r'□C□□ □□□□□□□□	□ □2,□81	R□□□□□□ / R□□□□	100□	0□	□ □2,□81	□ -
□□ 26-00 OPEB H□□□ E□□□□□□	□ 60,820	R□□□□□□ / R□□□□	100□	0□	□ 60,820	□ -
□□ 27-00 C□□□□r□□ P□□□	□ 12,350	R□□□□□□ / R□□□□	100□	0□	□ 12,350	□ -
□□ T□□□ S□□r□□□ □ B□□□□□□	□ □□□□□□□				□ □□□□□□□	□ □
□□ O□r□□□ E□□□d□□r□□						
□□ 31-00 Pr□□□□□□□□S□r□□□	□ 8,286	R□□□□□□ / R□□□□	100□	0□	□ 8,286	□ -
□□ 34-00 C□□r□□□S□r□□□	□ 231,447	R□□□□□□ / R□□□□	100□	0□	□ 231,447	□ -
□□□ 40-00 Tr□□□& P□r D□□	□ 4,587	R□□□□□□ / R□□□□	100□	0□	□ 4,587	□ -
□□□ 41-00 C□□ □ □□□□□□	□ 62,013	R□□□□□□ / R□□□□	100□	0□	□ 62,013	□ -
□□□ 42-00 P□□□□□□ & Fr□□□□	□ 26,210	R□□□□□□ / R□□□□	100□	0□	□ 26,210	□ -
□□□ 43-00 E□□□r□/W□□r/S□□r S□r□□□	□ 1,721,□82	R□□□□□□ / R□□□□	100□	0□	□ 1,721,□82	□ -
□□□ 44-00 R□□□□□& L□□□□□	□ 118,048	R□□□□□□ / R□□□□	100□	0□	□ 118,048	□ -
□□□ 45-00 I□□r□□□	□ □,183	R□□□□□□ / R□□□□	100□	0□	□ □,183	□ -
□□□ 46-00 R□□□r□& M□□□□□□□□	□ 2,436,303	R□□□□□□ / R□□□□	100□	0□	□ 2,436,303	□ -
□□□ 46-02 R□□□r/M□□□B□d□□	□ 317,3□2	R□□□□□□ / R□□□□	100□	0□	□ 317,3□2	□ -
□□□ 46-03 R□□□r/M□□□- V□□□□□	□ 26,551	R□□□□□□ / R□□□□	100□	0□	□ 26,551	□ -
□□□ 47-00 Pr□□□□& B□d□□	□ 61	R□□□□□□ / R□□□□	100□	0□	□ 61	□ -
□□□ 4□-00 O□□r C□r□□□& O□□.	□ 7,46□	R□□□□□□ / R□□□□	100□	0□	□ 7,46□	□ -
□□□ 52-00 O□r□□□ S□□□□	□ 3,543,278	R□□□□□□ / R□□□□	100□	0□	□ 3,543,278	□ -
□□□ 52-07 □□□□r□□S□□□□	□ 4,0□5	R□□□□□□ / R□□□□	100□	0□	□ 4,0□5	□ -
□□□ 52-30 F□□,O□& L□r□□□	□ 67,376	R□□□□□□ / R□□□□	100□	0□	□ 67,376	□ -
□□□ 53-00 R□d M□r□□/S□□□	□ □,572	R□□□□□□ / R□□□□	100□	0□	□ □,572	□ -
□□□ 54-00 M□ □r□□/P□□□	□ -	R□□□□□□ / R□□□□	100□	0□	□ -	□ -
□□□ 55-00 Tr□□□	□ 25,233	R□□□□□□ / R□□□□	100□	0□	□ 25,233	□ -
□□□ T□□□ O□r□□□ E□□□d□r□□	□ □□□□□□□				□ □□□□□□□	□ □
□□□ **TOTAL □□□□ D□AL PLANT**	□ □□□□□□□				□ □□□□□□□	□ □

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	B□□□ □□□r □ □□r A□□□□□□	A□□□□□□□□ F□□□r □r□□ S□□□d□□□ □ □□□□□	R□□□□□□□□ R□□□□	R□□□□ O□□□	B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□O□□□ A□□□□□
□□□ □□□□ □ **ATER FIELD OPERATIONS**						
□□□ S□□r□□□ □ B□□□□□□						
□□□ 12-00 R□□□□r S□□r□□□& W□□□□	□ 1,711,□36	M□□□ □□P□□□	3□	□7□	□ 55,546	□ 1,656,3□0
□□□ 12-12 A□r□□□P□□□□□	□ 23,525	M□□□ □□P□□□	3□	□7□	□ 763	□ 22,762
□□□ 13-00 O□□r S□□r□□□& W□□□□	□ 68,438	M□□□ □□P□□□	3□	□7□	□ 2,221	□ 66,217
□□□ 14-00 O□r□□□ □	□ 15□,167	M□□□ □□P□□□	3□	□7□	□ 5,164	□ 154,003
□□□ 20-00 C□□□□□□/S□□□ A□□□ □□□□□	□ 770	M□□□ □□P□□□	3□	□7□	□ 25	□ 745
□□□ 21-00 FICA T□□□	□ 144,287	M□□□ □□P□□□	3□	□7□	□ 4,682	□ 13□,606
□□□ 22-00 R□r□□ □□□C□r□□□□□	□ 214,2□□	M□□□ □□P□□□	3□	□7□	□ 6,□53	□ 207,346
□□□ 23-00 L□□/H□□□□ I□□r□□□	□ 482,□81	M□□□ □□P□□□	3□	□7□	□ 15,671	□ 467,310
□□□ 24-00 W□r□□r'□C□□ □□□□□□□□	□ 108,444	M□□□ □□P□□□	3□	□7□	□ 3,51□	□ 104,□25
□□□ 26-00 OPEB H□□□ E□□□□□	□ 82,276	M□□□ □□P□□□	3□	□7□	□ 2,670	□ 7□,607
□□□ 27-00 C□□□r□□ P□□□	□ 23,650	M□□□ □□P□□□	3□	□7□	□ 767	□ 22,883
□□□ T□□□ S□□r□□□ □ B□□□□□□	□ □□□□□□□				□ □□□□□	□ □□□□□□
□□□ O□r□□□ E□□□d□□r□□						
□□□ 31-00 Pr□□□□□□□□S□r□□□	□ 2,78□	M□□□ □□P□□□	3□	□7□	□ □0	□ 2,6□8
□□□ 34-00 C□□r□□□S□r□□□	□ 38,4□3	M□□□ □□P□□□	3□	□7□	□ 1,24□	□ 37,244
□□□ 40-00 Tr□□□& P□r D□□	□ 2,375	M□□□ □□P□□□	3□	□7□	□ 77	□ 2,2□8
□□□ 41-00 C□□ □ □□□□□□□	□ 1□,306	M□□□ □□P□□□	3□	□7□	□ 626	□ 18,680
□□□ 42-00 P□□□□□ & Fr□□□□	□ 2,538	M□□□ □□P□□□	3□	□7□	□ 82	□ 2,456
□□□ 43-00 E□□r□/W□□r/S□□r S□r□□□	□ 73,786	M□□□ □□P□□□	3□	□7□	□ 2,3□4	□ 71,3□1
□□□ 44-00 R□□□□□& L□□□□	□ 3,201	M□□□ □□P□□□	3□	□7□	□ 104	□ 3,0□7
□□□ 45-00 I□□r□□□	□ 17,552	M□□□ □□P□□□	3□	□7□	□ 56□	□ 16,□82
□□□ 46-00 R□□□r□& M□□□□□□□□	□ 2,361,373	M□□□ □□P□□□	3□	□7□	□ 76,618	□ 2,284,754
□□□ 46-02 R□□□r/M□□□B□d□□	□ 82,465	M□□□ □□P□□□	3□	□7□	□ 2,676	□ 7□,78□
□□□ 46-03 R□□□r/M□□□- V□□□□□	□ 72,758	M□□□ □□P□□□	3□	□7□	□ 2,361	□ 70,3□7
□□□ 47-00 Pr□□□□& B□d□□	□ 25	M□□□ □□P□□□	3□	□7□	□ 1	□ 24
□□□ 4□-00 O□r C□r□□□& O□□.	□ 2,112	M□□□ □□P□□□	3□	□7□	□ 6□	□ 2,043
□□□ 52-00 O□r□□□ S□□□□□	□ 118,48□	M□□□ □□P□□□	3□	□7□	□ 3,845	□ 114,644
□□□ 52-07 □□□r□□S□□□□	□ 3,050	M□□□ □□P□□□	3□	□7□	□ □□	□ 2,□51
□□□ 52-30 F□□,O□& L□r□□□	□ 75,344	M□□□ □□P□□□	3□	□7□	□ 2,445	□ 72,8□□
□□□ 53-00 R□d M□r□□/S□□□	□ 5,602	M□□□ □□P□□□	3□	□7□	□ 182	□ 5,420
□□□ 54-00 M□ □r□□/P□□□□	□ 255	M□□□ □□P□□□	3□	□7□	□ 8	□ 247
□□□ 55-00 Tr□□□	□ 3,64□	M□□□ □□P□□□	3□	□7□	□ 118	□ 3,531
□□□ T□□□ O□r□□□ E□□□d□r□□	□ □□□□□□□				□ □□□□□	□ □□□□□□
□□□ **TOTAL □□□□ □ ATER FIELD OPERATIONS**	□ □□□□□□□				□ □□□□□	□ □□□□□□

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	B□□□ □□□r □ □□□r A□□□□□□	A□□□□□□□□ F□□□□r □□r□□ S□□□d□□□ □ □□□□□□	R□□□□□□□□ R□□□□	R□□□□ O□□□	B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□□O□□□ A□□□□□
□□□	**□□□□ ENGINEERING**					
□□□	S□□□r□□□ □ B□□□□□□					
□□□	12-00 R□□□□r S□□□r□□□ & W□□□□	□ 341,□65	W□□□□□d T□□□W□□r CIP	66□	34□	□ 224,265 □ 117,6□□
□□□	12-12 A□r□□□P□□□□□	□ □,818	W□□□□□d T□□□W□□r CIP	66□	34□	□ 6,43□ □ 3,37□
□□□	13-00 O□□r S□□r□□□ & W□□□□	□ 56,765	W□□□□□d T□□□W□□r CIP	66□	34□	□ 37,228 □ 1□,538
□□□	14-00 O□r□□□ □	□ 117	W□□□□□d T□□□W□□r CIP	66□	34□	□ 77 □ 40
□□□	21-00 FICA T□□□	□ 31,08□	W□□□□□d T□□□W□□r CIP	66□	34□	□ 20,38□ □ 10,700
□□□	22-00 R□□r□□ □□□C□□r□□□□□	□ 2□,□8□	W□□□□□d T□□□W□□r CIP	66□	34□	□ 1□,667 □ 10,322
□□□	23-00 L□□/H□□□□ I□□r□□□	□ 137,141	W□□□□□d T□□□W□□r CIP	66□	34□	□ 8□,□3□ □ 47,202
□□□	24-00 W□r□r'□C□□ □□□□□□□	□ 4,108	W□□□□□d T□□□W□□r CIP	66□	34□	□ 2,6□4 □ 1,414
□□□	26-00 OPEB H□□□ E□□□□□	□ 17,755	W□□□□□d T□□□W□□r CIP	66□	34□	□ 11,644 □ 6,111
□□□	27-00 C□□□r□□ P□□□	□ 1□,363	W□□□□□d T□□□W□□r CIP	66□	34□	□ 12,6□8 □ 6,664
□□□	T□□□ S□□r□□□ □ B□□□□□□	□ □□□□□□				□ □□□□□□ □ □□□□□□
□□□	O□r□□□ E□□□d□□r□□					
□□□	31-03 E□□□□r□□ S□r□□□	□ -	W□□□□□d T□□□W□□r CIP	66□	34□	□ - □ -
□□□	34-00 C□□r□□ S□r□□□	□ 65,22□	W□□□□□d T□□□W□□r CIP	66□	34□	□ 42,778 □ 22,451
□□□	40-00 Tr□□□& P□r D□□	□ 7	W□□□□□d T□□□W□□r CIP	66□	34□	□ 4 □ 2
□□□	41-00 C□□ □ □□□□□□	□ 2,541	W□□□□□d T□□□W□□r CIP	66□	34□	□ 1,666 □ 874
□□□	42-00 P□□□□□ & Fr□□□	□ 268	W□□□□□d T□□□W□□r CIP	66□	34□	□ 176 □ □2
□□□	45-00 I□□r□□□	□ 2,028	W□□□□□d T□□□W□□r CIP	66□	34□	□ 1,330 □ 6□8
□□□	46-00 R□□□r□ & M□□□□□□□	□ 4,624	W□□□□□d T□□□W□□r CIP	66□	34□	□ 3,033 □ 1,5□2
□□□	46-03 R□□□r/M□□□- V□□□□□	□ 3,302	W□□□□□d T□□□W□□r CIP	66□	34□	□ 2,165 □ 1,136
□□□	47-00 Pr□□□□ & B□d□□	□ 51	W□□□□□d T□□□W□□r CIP	66□	34□	□ 33 □ 18
□□□	4□-00 O□□r C□r□□□ & O□□.	□ 632	W□□□□□d T□□□W□□r CIP	66□	34□	□ 414 □ 218
□□□	52-00 O□r□□□ S□□□□□	□ 8,601	W□□□□□d T□□□W□□r CIP	66□	34□	□ 5,641 □ 2,□60
□□□	52-30 F□□,O□& L□r□□□□	□ 4,333	W□□□□□d T□□□W□□r CIP	66□	34□	□ 2,842 □ 1,4□1
□□□	54-00 M□□ □r□□□/P□□□□□□	□ 316	W□□□□□d T□□□W□□r CIP	66□	34□	□ 207 □ 10□
□□□	55-00 Tr□□□□	□ 520	W□□□□□d T□□□W□□r CIP	66□	34□	□ 341 □ 17□
□□□	T□□□ O□r□□□ E□□□d□□r□□	□ □□□□□				□ □□□□□ □ □□□□□
□□□	**TOTAL □□□□ ENGINEERING**	□ □□□□□□				□ □□□□□□ □ □□□□□□
□□□	**□□□□ □ ATER RECLAMATION**					
□□□	S□□r□□□ □ B□□□□□□					
□□□	12-00 R□□□□r S□□r□□□ & W□□□□	□ -	N/A	0□	0□	□ - □ -
□□□	12-12 A□r□□□P□□□□□	□ -	N/A	0□	0□	□ - □ -
□□□	13-00 O□□r S□□r□□□ & W□□□□	□ -	N/A	0□	0□	□ - □ -
□□□	14-00 O□r□□□ □	□ -	N/A	0□	0□	□ - □ -
□□□	20-00 C□□□□□□/S□□□ A□□□ □□□□□	□ -	N/A	0□	0□	□ - □ -
□□□	21-00 FICA T□□□	□ -	N/A	0□	0□	□ - □ -
□□□	22-00 R□□r□□ □□□C□□r□□□□□	□ -	N/A	0□	0□	□ - □ -
□□□	23-00 L□□/H□□□□ I□□r□□□	□ -	N/A	0□	0□	□ - □ -
□□□	24-00 W□r□□r'□C□□ □□□□□□□	□ -	N/A	0□	0□	□ - □ -
□□□	26-00 OPEB H□□□ E□□□□□	□ -	N/A	0□	0□	□ - □ -
□□□	27-00 C□□□□r□□ P□□□	□ -	N/A	0□	0□	□ - □ -

A	B	C	D	E	F	G
			CUSTOMER ALLOCATION			
	B□□□ □□□r □ □□□r A□□□□□□	A□□□□□□□□ F□□□□r □□r□□ S□□□d□□□ □ □□□□□□	R□□□□□□□□ R□□□□□	R□□□□□ O□□□	B□□□ □□□r R□□□□□□□□R□□□□□ A□□□□□□	B□□□ □□□r R□□□□□O□□□ A□□□□□□
□□□ T□□□□S□□□r□□□ □ B□□□□□□□	□ □				□ □	□ □
□□□ O□□r□□□□□ E□□□□□d□□□r□□						
□□□ 31-00 Pr□□□□□□□□□□S□r□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 34-00 C□□□r□□□S□r□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 40-00 Tr□□□□& P□r D□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 41-00 C□□ □ □□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 42-00 P□□□□□□ & Fr□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 43-00 E□□□r□□/W□□r/S□□□r S□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 44-00 R□□□□□□ & L□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 45-00 I□□□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 46-00 R□□□r□ & M□□□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 46-02 R□□□r/M□□□B□□d□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 46-03 R□□□r/M□□□- V□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 4□-00 O□□r C□r□□□& O□□□.	□ -	N/A	0□	0□	□ -	□ -
□□□ 52-00 O□r□□□□ S□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 52-07 □□□□r□□ S□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 52-30 F□□, O□& L□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 54-00 M□□ □r□□□/P□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 55-00 Tr□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ T□□□O□r□□□□ E□□□□d□□r□□	□ □				□ □	□ □
□□□ **TOTAL □□□□ □ ATER RECLAMATION**	□ □				□ □	□ □
□□□ **□□□ SE□ ER FIELD OPERATIONS**						
□□□ S□r□□ □ B□□□□□						
□□□ 12-00 R□□□□r S□□r□□ & W□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 14-00 O□r□□ □	□ -	N/A	0□	0□	□ -	□ -
□□□ 20-00 C□□□□□/S□□ A□□ □□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 21-00 FICA T□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 22-00 R□□r□ □□C□r□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 23-00 L□/H□□□ I□□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 24-00 W□r□r'□C□ □□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 26-00 OPEB H□□□ E□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 27-00 C□□□r□ P□□	□ -	N/A	0□	0□	□ -	□ -
□□□ T□□□S□□r□□□ □ B□□□□□□	□ □				□ □	□ □
□□□ O□r□□□□ E□□□□d□□r□□						
□□□ 34-00 C□□r□□□S□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 40-00 Tr□□□□& P□r D□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 41-00 C□□ □ □□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 42-00 P□□□□□□ & Fr□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 43-00 E□□□r□□/W□□r/S□□□r S□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 44-00 R□□□□□□ & L□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 45-00 I□□□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 46-00 R□□□r□ & M□□□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 46-03 R□□□r/M□□□- V□□□□□□	□ -	N/A	0□	0□	□ -	□ -

	A	B	C	D	E	F	G
			CUSTOMER ALLOCATION				
		B□□□ □□□r □ □□□r A□□□□□□	A□□□□□□□□ F□□□□r □□r□□ S□□□d□□□ □ □□□□□□	R□□□□□□□□ R□□□□	R□□□□ O□□□	B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□ O□□□ A□□□□□
□□□	47-00 Pr□□□□□ & B□d□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	4□-00 O□□r C□r□□□ & O□□□.	□ -	N/A	0□	0□	□ -	□ -
□□□	52-00 O□r□□□□ S□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	52-30 F□□, O□ & L□r□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	53-00 R□d M□r□□□/S□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	54-00 M□□ □r□□□/P□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	55-00 Tr□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	T□□□ O□r□□□ E□□□d□r□□	□ □				□ □	□ □
□□□	**TOTAL □□□ SE□ ER FIELD OPERATIONS**	□ □				□ □	□ □
□□□	**DEBT SER□ICE**						
□□□	E□□□□ S□□r L□□ D□□S□r						
□□□	S□r□□ 1□□□ B□d - Pr□□□□	□ 1,128,355	S□r□□ 1□□□ B□d□	□5□	5□	□ 1,070,010	□ 58,345
□□□	S□r□□ 1□□□ B□d - I□r□□	□ 187,336	S□r□□ 1□□□ B□d□	□5□	5□	□ 177,64□	□ □,687
□□□	S□r□□ 2003 - Pr□□□□	□ 1,206,537	S□r□□ 2003 B□d□	□5□	5□	□ 1,145,5□1	□ 60,□46
□□□	S□r□□ 2003 - I□r□□	□ 618,012	S□r□□ 2003 B□d□	□5□	5□	□ 586,7□5	□ 31,218
□□□	S□r□□ 200□A B□d□ - Pr□□□□	□ -	S□r□□ 200□A B□d□	51□	4□□	□ -	□ -
□□□	S□r□□ 200□A B□d□ - I□r□□	□ 412,44□	S□r□□ 200□A B□d□	51□	4□□	□ 210,421	□ 202,028
□□□	S□r□□ 200□B B□d□ - Pr□□□□	□ -	S□r□□ 200□B B□d□	□5□	5□	□ -	□ -
□□□	S□r□□ 200□B B□d□ - I□r□□	□ 56□,723	S□r□□ 200□B B□d□	□5□	5□	□ 540,264	□ 2□,45□
□□□	S□r□□ 2010 BAB - Pr□□□□	□ -	S□r□□ 2010 BAB	47□	53□	□ -	□ -
□□□	S□r□□ 2010 BAB - I□r□□	□ 1,866,313	S□r□□ 2010 BAB	47□	53□	□ 880,□□3	□ □85,320
□□□	S□r□□ 2010 BAB - S□□d□	□ (5□5,374)	S□r□□ 2010 BAB	47□	53□	□ (281,046)	□ (314,328)
□□□	T□□□ E□□□□□ S□□r L□□ D□□S□r	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
□□□	E□□□□□ S□□rd□□□ D□□S□r						
□□□	SRL 517010 - Pr□□□□	□ 2□5,504	SRL 517010	0□	100□	□ -	□ 2□5,504
□□□	SRL 517010 - I□r□□	□ 65,27□	SRL 517010	0□	100□	□ -	□ 65,27□
□□□	SRL 517020 - Pr□□□□	□ 230,751	SRL 517020	0□	100□	□ -	□ 230,751
□□□	SRL 517020 - I□r□□	□ 62,334	SRL 517020	0□	100□	□ -	□ 62,334
□□□	SRL 517030 - Pr□□□□	□ 521,267	SRL 517030	0□	100□	□ -	□ 521,267
□□□	SRL 517030 - I□r□□	□ 14□,□22	SRL 517030	0□	100□	□ -	□ 14□,□22
□□□	SRL 202P - Pr□□□□	□ -	SRL 202P	0□	100□	□ -	□ -
□□□	SRL 202P - I□r□□	□ -	SRL 202P	0□	100□	□ -	□ -
□□□	SRL 517040 - Pr□□□□	□ □□,534	SRL 517040	0□	100□	□ -	□ □□,534
□□□	SRL 517040 - I□r□□	□ 51,878	SRL 517040	0□	100□	□ -	□ 51,878
□□□	SRL - 517050 - Pr□□□□	□ 284,707	SRL 517050	0□	100□	□ -	□ 284,707
□□□	SRL - 517050 - I□r□□	□ 144,585	SRL 517050	0□	100□	□ -	□ 144,585
□□□	SRL WW812030 - Pr□□□□	□ -	SRL WW812030	0□	100□	□ -	□ -
□□□	SRL WW812030 - I□r□□	□ -	SRL WW812030	0□	100□	□ -	□ -
□□□	SRL DW517060 - Pr□□□□	□ 5,26□	SRL DW517060	0□	100□	□ -	□ 5,26□
□□□	SRL DW517060 - I□r□□	□ 2,7□□	SRL DW517060	0□	100□	□ -	□ 2,7□□
□□□	T□□□ E□□□□□ S□□rd□□□ D□□S□r	□ □□□□□□□				□ □	□ □□□□□□□

	A	B	C	D	E	F	G
			CUSTOMER ALLOCATION				
		B□□□ □□□r □ □□r A□□□□□	A□□□□□□□□ F□□□r □r□□ S□□□d□□ □ □□□□□	R□□□□□□□ R□□□	R□□□□ O□□	B□□□ □□□r R□□□□□□□R□□□□ A□□□□	B□□□ □□□r R□□□□O□□ A□□□□
	N□□ D□□□S□r□□□						
	I□ □□□d A□□□□□D□□□S□r□□□ □r CIP (Fr□□ S□□□d□□ 10 □□10)	508,172	B□□□ Y□r W□□r CIP	66□	34□	333,266	174,□06
	T□□□N□□ D□□□S□r□□□						
	TOTAL □DEBT SER□ICE						
	OT□ER BELO□ T□E LINE E□PENSES						
	L□□r□ □□Cr□d						
	S□□r□□□L□□r □□Cr□d□Dr□□ □1 - Pr□□□□□	120,8□5	R□□□O□□	0□	100□	-	120,8□5
	S□□r□□□L□□r □□Cr□d□Dr□□ □1 - I□□r□□□	7,37□	R□□□O□□	0□	100□	-	7,37□
	S□□r□□□L□□r □□Cr□d□Dr□□ □3 - Pr□□□□□	53,361	R□□□O□□	0□	100□	-	53,361
	S□□r□□□L□□r □□Cr□d□Dr□□ □3 - I□□r□□□	3,252	R□□□O□□	0□	100□	-	3,252
	S□□r□□□L□□r □□Cr□d□Dr□□ □4 - Pr□□□□□	54,1□4	R□□□O□□	0□	100□	-	54,1□4
	S□□r□□□L□□r □□Cr□d□Dr□□ □4 - I□□r□□□	3,044	R□□□O□□	0□	100□	-	3,044
	S□□r□□□L□□r □□Cr□d□Dr□□ □5 - Pr□□□□□	33,350	R□□□O□□	0□	100□	-	33,350
	S□□r□□□L□□r □□Cr□d□Dr□□ □5 - I□□r□□□	2,878	R□□□O□□	0□	100□	-	2,878
	T□□□L□□r□ □□Cr□d						
	TOTAL □OT□ER BELO□ T□E LINE E□PENSES					□	
	OT□ER □SES						
	C□□□ F□□d□d C□□□□□						
	I□ □□□d C□□□ F□□d□d CIP (Fr□□ S□□□d□□ 10 □□10)	4,143,□0□	B□□□ Y□□r W□□r CIP	66□	34□	2,717,634	1,426,275
	T□□□C□□□ F□□d□d C□□□□□						
	L□□□□ C□□□□□O□□□□□						
	C□□r□□□□d C□□□□F□□d□U□□d □r CIP □ C□rr□□FY	-	R□□□□□□/ R□□□	(1) 100□	0□	-	-
	W□□r I□ □□□F□□□ U□d □r P□□□ □□□□D□□□	(1,435,760)	W□□r I□ □□□F□□□	40□	60□	(580,385)	(855,375)
	S□□ r I□ □□□F□□□ U□d □r P□□□ □□□□D□□□	-	N/A	0□	0□	-	-
	W□□r Pr□□□□P□d □□□ I□ □□□F□□□	-	W□□r I□ □□□F□□□	40□	60□	-	-
	S□□ r Pr□□□□P□d □□□ I□ □□□F□□□	-	N/A	0□	0□	-	-
	T□□□C□□□□O□□□□□						
	□□ □□F□d B□□□□□						
	R□□r□□ F□d B□□□□□ U□d □r C□□□ F□□ D□□□□	-	W□□□□d T□□□W□□r O&M	57□	43□	-	-
	T□□□□ □□ □□F□d B□□□□	□				□	□
	TOTAL □OT□ER □SES						
	OFFSETTING RE□EN□ES						
	O□□r O□r□□□ R□□□□						
	W□□r C□□□□□□□ F□□	(442,243)	R□□□O□□	0□	100□	-	(442,243)
	W□□r H□dr□□F□□□	(2,776,051)	R□□□O□□	0□	100□	-	(2,776,051)
	H□dr□□R□d F□□ T□□□	(5,000)	R□□□O□□	0□	100□	-	(5,000)
	B□□□□□ D□□□ T□□□	(181,076)	R□□□O□□	0□	100□	-	(181,076)
	□□□ □r M□□r□	(2,000)	R□□□O□□	0□	100□	-	(2,000)
	P□□ R□□□ / C□□□I□□□□	(30,500)	W□□□□d T□□□W□□r O&M	57□	43□	(17,363)	(13,137)
	B□□□□□ PRV/RLCT T□□ □	(□70)	R□□□O□□	0□	100□	-	(□70)
	S□□ r Gr□□□ Tr□□ P□r□ □□	-	N/A	0□	0□	-	-

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	B□□□ □□□r □ □□□r A□□□□□□	A□□□□□□□□ F□□□□r □□r□□ S□□□d□□□ □ □□□□□□	R□□□□□□□□ R□□□□	R□□□□ O□□□	B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□□O□□□ A□□□□□
□□□	S□□ □r C□□□□□□□□□ F□□	□ -	N/A	0□	0□	□ -	□ -
□□□	R□□□□ W□□r I□□□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	362 - R□□□ □□d R□□□□□□□	□ (1,084)	W□□□□□d T□□□W□□r O&M	57□	43□	□ (617)	□ (467)
□□□	364 - S□□ □□F□□d A□□□□	□ (122,150)	W□□□□□d T□□□W□□r O&M	57□	43□	□ (6□,536)	□ (52,614)
□□□	365 - S□□ □□S□r□□□ S□r□□	□ (5,860)	W□□□□□d T□□□W□□r O&M	57□	43□	□ (3,336)	□ (2,524)
□□□	36□ - O□□r M□□. R□□□□□□□	□ (56,524)	W□□□□□d T□□□W□□r O&M	57□	43□	□ (32,177)	□ (24,347)
□□□	N□□I□□/D□□ - FMV I□□□□□ □□□	□ 55,101	W□□□□□d T□□□W□□r O&M	57□	43□	□ 31,367	□ 23,734
□□□	T□□□□O□□r O□□r□□□□ R□□□□□	□ □□□□□□□□□				□ □□□□□□□□	□ □□□□□□□□
□□□	I□□r□□□I□□□ □						
□□□	I□□r□□□I□□□ □	□ (207,225)	W□□□□□d T□□□W□□r O&M	57□	43□	□ (117,□67)	□ (8□,258)
□□□	T□□□I□□r□□□I□□□ □	□ □□□□□□□□				□ □□□□□□□□	□ □□□□□□□□
□□□	**TOTAL □OFFSETTING RE□EN□ES**	□ □□□□□□□□□				□ □□□□□□□□	□ □□□□□□□□
□□□	**T□□□**	□ □□□□□□□□□				□ □□□□□□□□	□ □□□□□□□□

(1) C□□r□□□□d C□□□□□F□□d□U□□d □r CIP □□ C□rr□□□FY □□□□□ □□□□□□d □□□□rd□□ □□ □□□ □□□□r□ □□□□□ □r□□□.

	A	B	C	D	E	F
□	□ □□r S□d □□ □d□			R□□□□□□R□□□ C□□□P□□□	R□□□□□C□□□ P□□□	R□□□□C□□□P□□□
□	T□□□A□r□□□ D□□ □d □□ □ □d			□□□□□□	7.000	21.244
□	A□□□□□□□ F□□□r				24.78□	75.22□
□	N□R□□□□□ R□□□r□□ □□□					
□	O&M C□□□			□ 15,520,205	□ 3,845,□07	□ 11,674,2□8
□	C□□□ F□d□d C□□□□			2,717,634		
□□	**T□□□C□□□ E□□□d□r□□**			□ □□□□□□□		
□□	L□□□: O□□□□					
□□	O□r O□r□□□ R□□□□			□ (□1,662)		
□□	C□□□O□□□			(580,385)		
□□	I□r□□□I□□□ □			(117,□67)		
□□	**N□R□□□□ R□□□r□□ □□B□r□ ROR□D□□S□r□□□ S□r□□F□□**			□ □□□□□□□	□ 4,323,571	□ 13,124,254
□□	P□□: ROR □ C□□□ (P□d □□R□□□□C□□□ □r□)	ROR □		□31,212	230,754	700,458
□□	**N□R□□□□ R□□□r□□ □□B□r□ D□□S□r□□□ S□r□□F□□ □ □□ ROR**			□ □□□□□□□	□ □□□□□□□	□ □□□□□□□
□□	A□□□□D□□S□r□□ □ C□□r□□ R□□r□□ □□	DS C□□ R□□	Add□C□□ R□□			
□□	E□□□□ S□□r L□□ D□□S□r□□	1.10	□ 433,068	□ 4,330,677		
□□	E□□□□ S□□rd□□□ D□□S□r□□	1.20	□ -	-		
□□	N□ D□□S□r□□	1.10	□ 33,327	333,266		
□□	L□□r□ □Cr□d	0	□ -	-		
□□	D□□S□r□□ C□□r□□ R□□r□□ □□L□□ C□□ F□d□d C□□□□(M□ □0)		□ □□□□□□	-		
□□	**T□□□A□□□D□□S□r□□ □ C□□r□□ R□□r□□ □□**			□ □□□□□□□	1,155,725	3,508,218
□□	**N□R□□□□ R□□r□□ □□B□r□ S□r□□ F□**			□ □□□□□□□	□ □□□□□□□	□ □□□□□□□
□□	S□r□□ F□□			853,000	211,373	641,627
□□	**B□□ □□r N□R□□□□ R□□r□□ □□I□□d□ S□r□□ F□**			□ □□□□□□□	□ □□□□□□□	□ □□□□□□□
□□	**R□□□□□□ □□□ R□□ C□□□□□□□**					
					□ □□□□□□□	
□□	R□□□□□N□R□□□□ R□□r□□ □□I□□d□ S□r□□ F□ R□□□□d					
□□	T□□□A□□□R□□□□C□□□ □r D□ □d	□ □	2,555	□ □□□	2,555,000	
□□	B□□ □□r R□□□□□□ □□ R□□ □r □□				□ □□□	
□□	A□□ C□rr□□Y□r C□□ R□□ Ad□□□ □□				5.00□	
□□	**C□rr□□□□r R□□□□□□ R□□ □r □□**				□ □□□	
□□	N□□: S□□□□r□□□□ □ □ □□r d□ □r□d□.					

	A	B	C	D	E
	S□r□□□□ A□□□□□□□□ F□□□□r□	□ □□□r	S□□ □r□R□□□□	□ □□□r	S□□ □r□R□□□□
□	W□□□r O□□□	100.0□	0.0□	100.0□	0.0□
□	S□□ □r / R□□□□ O□□□	0.0□	100.0□	0.0□	100.0□
□	B□□□ Y□□r A□□□□□□□	8□.6□	10.4□	80,110	□,348
□	W□□□r Ad□ □□ l□□□r□□□□	83.1□	16.□□	□264,825	□53,816
□	W□□□r F□□d O□□r□□□□□PS	□□.0□	1.0□	□1,711,□36	□16,4□4
□	S□r□□□ 1□□□ B□□d□	□6.4□	3.6□	□6.4□	3.6□
□	S□r□□□ 2003 B□□d□	□6.5□	3.5□	□6.5□	3.5□
□	S□r□□□ 200□A B□□d□	□3.5□	6.5□	□3.5□	6.5□
□	S□r□□□ 200□B B□□d□	□6.4□	3.6□	□6.4□	3.6□
□□	S□r□□□ 2010 BAB	100.0□	0.0□	100.0□	0.0□
□□	SRL 517010	100.0□	0.0□	100.0□	0.0□
□□	SRL 517020	100.0□	0.0□	100.0□	0.0□
□□	SRL 517030	100.0□	0.0□	100.0□	0.0□
□□	SRL 202P	0.0□	100.0□	0.0□	100.0□
□□	SRL 517040	100.0□	0.0□	100.0□	0.0□
□□	SRL 517050	100.0□	0.0□	100.0□	0.0□
□□	SRL WW812030	0.0□	100.0□	0.0□	100.0□
□□	SRL DW517060	100.0□	0.0□	100.0□	0.0□
□□	B□□□ Y□□r CIP	88.2□	11.8□	□13,212,775	□1,765,356
□□	W□□□□□d 5-Y□□r CIP	88.2□	11.8□	□85,802,728	□11,464,085
□□	W□□□□□d T□□□O&M E□□□□□	83.4□	16.6□	□38,842,400	□7,744,667
□□	N/A	0.0□	0.0□	0	0

A	B	C	D	E	F	G	□
□	□ □□□r Ad□ □□ l□□□r□□□□ □□□□□□□□□□□□ □ □□□r □□S□□ □r						
□	W□□□r	□264,825	83.1□				
□	S□□ □r	□53,816	16.□□				
□	**T□□□□□ □□□r C□□□**	□□□□□□□	□□□□□□				
□	□ □□□r F□□□d O□□r□□□□□ □□□□□□PS □□□□□□ □ □□□r □□ S□□ □r			A□□□□□□□□ F□□□□r	□ □□□r	S□□ □r	□ □□□r □	S□□ □r □
□	W□□□r F□□d O□□r□□□□□ M□□□□□r S□□r□	□□□,220		W□□□□□d T□□□□O&M E□□□□□	83□	17□	□82,726	□16,4□4
□	A□□O□□□r W□□□r F□□d O□□r□□□□□ □□□□r□□□	□1,62□,210		W□□□r O□□□	100□	0□	□1,62□,210	□0
□	**T□□□□□ □□□r C□□□**	□□□□□□□	□□□□□□				□□□□□□□	□□□□□□
							□□.0□	1.0□
□	M□□□□ □□P□□□ □□r □ □□□r S□□ □r R□□□□□ □d							
□□	P□□□□□□ W□□□r	1,341	87.0□					
□□	W□□□□□ □□r	125	8.1□					
□□	R□□□□□ □d	75	4.□□					
□□	**T□□□□M□□□□ □□P□□**	□□□□□	□□□□□□					
□□	M□□□□ □□P□□ □□r R□□ □ □□□r Tr□□□□ □□□□□ □ D□□r□□□□□							
□□	R□□ W□□□r	50	3.2□					
□□	Tr□□□ □□□□□/D□□r□□□□□ (A□□O□□□r P□□□)	1,4□1	□6.8□					
□□	**T□□□□M□□□□ □□P□□**	□□□□□	□□□□□□					

A		B	C	D	E
	C□□□□ □r A□□□□□□□ F□□□□r□	R□□□□□□□ R□□□□	R□□□□□ O□□□	R□□□□□□□ R□□□□	R□□□□□ O□□□
□	R□□□□□□□/ R□□□□□	100.0□	0.0□	100□	0□
□	R□□□□□ O□□□	0.0□	100.0□	0□	100□
□	M□□□ □□P□□	3.2□	□6.8□	50	1,4□1
□	S□r□□ 1□□□ B□□d□	□4.8□	5.2□	□4.8□	5.2□
□	S□r□□ 2003 B□□d□	□4.□□	5.1□	□4.□□	5.1□
□	S□r□□ 200□A B□□d□	51.0□	4□.0□	51.0□	4□.0□
□	S□r□□ 200□B B□□d□	□4.8□	5.2□	□4.8□	5.2□
□	S□r□□ 2010 BAB	47.2□	52.8□	47.2□	52.8□
□	SRL 517010	0.0□	100.0□	0.0□	100.0□
□□	SRL 517020	0.0□	100.0□	0.0□	100.0□
□□	SRL 517030	0.0□	100.0□	0.0□	100.0□
□□	SRL 202P	0.0□	100.0□	0.0□	100.0□
□□	SRL 517040	0.0□	100.0□	0.0□	100.0□
□□	SRL 517050	0.0□	100.0□	0.0□	100.0□
□□	SRL WW812030	0.0□	100.0□	0.0□	100.0□
□□	SRL DW517060	0.0□	100.0□	0.0□	100.0□
□□	W□□□r I□ □□□□F□□□	40.4□	5□.6□	□156,552,131	□230,727,226
□□	B□□□ Y□□r W□□□r CIP	65.6□	34.4□	□8,665,123	□4,547,652
□□	W□□□□□d T□□□W□□r CIP	65.6□	34.4□	□56,270,632	□2□,532,0□6
□□	W□□□□□d T□□□W□□r O&M	56.□□	43.1□	□22,111,767	□16,730,633
□□	N/A	0.0□	0.0□	0	0

(1) W□□r S□□□□ I□ □□□□F□□ □□□□□□□□ □□□□d □□□□ □□□□□□□ □□□□ □□ □□□□□□□ □□ Tr□□□ □□□□□d S□□□□ (R□□□□□/R□□□□C□□□P□□□) □□d Tr□□□ □□□□ □□d P□□ □□□ □□d S□r□□ (R□□□□O□□ C□□□P□□).

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□□	T□□□□□□□□r	A□□□□□□□ F□□□r	□ □r	S□□ □r□ R□□□□	□□□r □ □r CIP	□□□r S□□ □r□ R□□□ CIP
□	□□□□ F□d S□r□□□□						
□	M□r r□d H□d U U R□d C□r D□	□	W□r O□	100□	0□	□ 108,830	□ -
□	□□□□ D□P□□□						
□	FY2021 SCADA D□□□ Pr□r□ □ (W□r C□□□Pr□)	□	W□r O□	100□	0□	□ 50,648	□ -
□	N□ □□□ r, r d □d □d	□	W□r O□	100□	0□	□ 20,257	□ -
□	R C□□ Gr□d□r M□d□710A	□	W□r O□	100□	0□	□ 131,670	□ -
□	R S M□ r	□	W□r O□	100□	0□	□ 8□,70□	□ -
□	R □03 (2008 F□rd F250)	□	W□r O□	100□	0□	□ 38,671	□ -
□	R □121 (2007 F□rd F250 UTILITY)	□	W□r O□	100□	0□	□ 38,671	□ -
□□	R □130 (2010 F□rd F250 UTILITY)	□	W□r O□	100□	0□	□ 3□,□56	□ -
□□	R □23 (200□ F□rd F250 UTILITY)	□	W□r O□	100□	0□	□ 3□,□56	□ -
□□	R □47 (1□□6 F□rd LNT8000)	□	W□r O□	100□	0□	□ 280,475	□ -
□□	R □78 (2004 F□rd F250 UTILITY)	□	W□r O□	100□	0□	□ 38,671	□ -
□□	R □□4 (2005 F□rd F250 UTILITY)	□	W□r O□	100□	0□	□ 38,671	□ -
□□	□□□□ □ □r F□d O□r□□□□						
□□	F□r□□□rr□/ P□□ □□ I□r□□□□I□ □r□	□	W□r O□	100□	0□	□ 4□,443	□ -
□□	N□ □□□ □□□ r d□□□r (2017 C□ T V□ □r	□	W□r O□	100□	0□	□ 31,□77	□ -
□□	N□ (2017 F□rd F250)	□	W□r O□	100□	0□	□ 15,868	□ -
□□	N□ (2017 F□rd F450)	□	W□r O□	100□	0□	□ 33,231	□ -
□□	N□ V (2017 F□rd Tr VAN) 1 □4	□	W□r O□	100□	0□	□ 12,058	□ -
□□	N□ V (2017 F□rd Tr VAN) 2 □4	□	W□r O□	100□	0□	□ 12,058	□ -
□□	N□ V (2017 F□rd Tr VAN) 3 □4	□	W□r O□	100□	0□	□ 12,058	□ -
□□	N□ V (2017 F□rd Tr VAN) 4 □4	□	W□r O□	100□	0□	□ 12,058	□ -
□□	N□ V (2017 M□L V□50-500 H□dr□ E r)	□	W□r O□	100□	0□	□ 43,408	□ -
□□	R □06 (2008 F□rd F550 SD)	□	W□r O□	100□	0□	□ 33,810	□ -
□□	R □07 (2008 F□rd F550 SD)	□	W□r O□	100□	0□	□ 33,231	□ -
□□	R □08 (2008 F□rd F550 SD)	□	W□r O□	100□	0□	□ 33,231	□ -
□□	R □104 (2008 F□rd F550 SD)	□	W□r O□	100□	0□	□ 17,255	□ -
□□	R □106 (2008 F□rd F450 D□□ □)	□	W□r O□	100□	0□	□ 84,030	□ -
□□	R □108 (2003 C 3500HD)	□	W□r O□	100□	0□	□ 4□,767	□ -
□□	R □13 (2006 F□rd F250 UTILITY)	□	W□r O□	100□	0□	□ 17,255	□ -
□□	R □15 (200□ F□rd F250 UTILITY)	□	W□r O□	100□	0□	□ 42,744	□ -
□□	R □171 (2001 F□rd F450 D□□ □)	□	W□r O□	100□	0□	□ 33,231	□ -
□□	R □174 (200□ F□rd F250 U)	□	W□r O□	100□	0□	□ 42,744	□ -
□□	R □25 (2008 F□rd F550 SD)	□	W□r O□	100□	0□	□ 82,3□6	□ -
□□	R □2□ (2002 F□rd F450 D□□ □)	□	W□r O□	100□	0□	□ 7□,543	□ -
□□	R □32 (2002 F□rd F450 D□□ □)	□	W□r O□	100□	0□	□ 80,665	□ -
□□	R □52 (2011 F□rd F250 UTILITY)	□	W□r O□	100□	0□	□ 42,156	□ -
□□	R □55 (200□ F□rd F250 UTILITY)	□	W□r O□	100□	0□	□ 43,137	□ -
□□	R □80 (2006 F□rd F350)	□	W□r O□	100□	0□	□ 18,762	□ -
□□	R □□2 (2008 F□rd F350 U)	□	W□r O□	100□	0□	□ 87,853	□ -

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□□	T□□□□□□□□□r	A□□□□□□□□ F□□□□r	□ □□□r	S□□ □r□ R□□□□	□□□□r □ □□□r CIP	□□□□r S□□ □r□ R□□□□ CIP
□□	□□□□ E□□□□□r□□□						
□□	14" AC R□□ W□□r P□□□□□ U□r□d□ □d W□17 Ar□ I□□□□□'	□	W□□r O□□	100□	0□	□ 2,682,712	□ -
□□	C□□□□ P□□ U□d□□	□	W□□□d 5-Y□r CIP	88□	12□	□ 3□8,232	□ 53,208
□□	DS-31 C□□□ H□□ □ □□Rd L□□□□ - C□□r□□□	□	W□□r O□□	100□	0□	□ 1,014,144	□ -
□□	DS-3□ M□rr□I□d I□-□ B□r P□□ □ S□□	□	W□□r O□□	100□	0□	□ 1,565,651	□ -
□□	DS-4□ E□□P□□r□□ P□□	□	W□□r O□□	100□	0□	□ 178,780	□ -
□□	DS-51 F□rd A□□ WM R□□□□ □□/ C□□ S□r	□	W□□r O□□	100□	0□	□ 820,□40	□ -
□□	DS-53 I□d□□ R□r W□r M□□ R□□□	□	W□□r O□□	100□	0□	□ 24,115	□ -
□□	DS-56 B□□□□ R□r T□□ I□ □r□□	□	W□□r O□□	100□	0□	□ 4,□□,□16	□ -
□□	DS-60 B□□□ R□r □d V□r□ P□□ □ S□□ I□ □r□□ - D	□	W□□r O□□	100□	0□	□ 73,□5□	□ -
□□	DS-63 M□r M□r P□□ I□ □r□□	□	W□□r O□□	100□	0□	□ 2,288,675	□ -
□□	D□□C□□ □C□r□□ & R□ I□ □r□□ Pr	□	W□□r O□□	100□	0□	□ □,237,327	□ -
□□	F□r O□□ C□□ □ D□WTP □ W□□ □ WTP	□	W□□r O□□	100□	0□	□ 1,313,7□0	□ -
□□	F□r O□□ C□□ □ P□ D□r□ □ D□WTP	□	W□□r O□□	100□	0□	□ 332,7□2	□ -
□□	F□r M□ R□□	□	W□□r O□□	100□	0□	□ 224,541	□ -
□□	FY2017 SCADA D□□ Pr□r□ □ □ (C□r□ □)	□	W□□r O□□	100□	0□	□ 28,□38	□ -
□□	FY2018 SCADA D□□ Pr□r□ □ □ (CCRIP, S□r□□, P□G	□	W□□r O□□	100□	0□	□ 141,048	□ -
□□	FY201□ SCADA D□□ Pr□r□ □ □ (HSP D□G□, HSP VF	□	W□□r O□□	100□	0□	□ 68,546	□ -
□□	FY2020 SCADA D□□ Pr□r□ □ □ (W□r C□Pr□)	□	W□□r O□□	100□	0□	□ 134,628	□ -
□□	Gr□□ S□□r R□□ Pr□	□	S□□r / R□□ O□□	0□	100□	□ -	□ 303,854
□□	LCP 1 R□□	□	S□□r / R□□ O□□	0□	100□	□ -	□ 224,380
□□	L□ S□□ 1 R□□	□	S□□r / R□□ O□□	0□	100□	□ -	□ 7□□,6□8
□□	L□ S□□ 17 R□□	□	S□□r / R□□ O□□	0□	100□	□ -	□ 337,616
□□	L□ S□□ 1□ R□□	□	S□□r / R□□ O□□	0□	100□	□ -	□ 822,782
□□	L□ S□□ C□r□P□□ R□□ Pr1	□	S□□r / R□□ O□□	0□	100□	□ -	□ 228,485
□□	L□ S□□ C□r□P□□ R□□ Pr2	□	S□□r / R□□ O□□	0□	100□	□ -	□ 448,760
□□	L□ S□□ C□r□P□□ R□□ Pr3	□	S□□r / R□□ O□□	0□	100□	□ -	□ 337,653
□□	L□ S□□ W□□ R□□	□	S□□r / R□□ O□□	0□	100□	□ -	□ 235,080
□□	M□□ A□□. F□r M□□ (N□ P□□)	□	W□□r O□□	100□	0□	□ 753,472	□ -
□□	P□□ S□□ PLC U□r□d□ - B□F□r Pr	□	W□□r O□□	100□	0□	□ 33,762	□ -
□□	P□□ S□□ PLC U□r□d□ - C□F□	□	W□□r O□□	100□	0□	□ 33,762	□ -
□□	P□□ S□□ PLC U□r□d□ - O□□ S□□	□	W□□r O□□	100□	0□	□ 662,607	□ -
□□	R□□ MCC 7 & 8	□	S□□r / R□□ O□□	0□	100□	□ -	□ 560,□50
□□	U□ Pr□r□ M□□	□	W□□□d 5-Y□r CIP	88□	12□	□ 6,306,624	□ 842,627
□□	WS-03 P□□ □d F□ I□ □r□□ □ r R□ W□r P	□	W□□r O□□	100□	0□	□ 444,872	□ -
□□	WS-05 54 □ R□d□□P□ D□	□	W□□r O□□	100□	0□	□ □2□,351	□ -
□□	WS-0□ 42 □ N□ P□ W□W7A D□ W□ □	□	W□□r O□□	100□	0□	□ 8,540,776	□ -
□□	WS1001 I□d□□r□P□r P□ S□□ I□ □r□□	□	W□□r O□□	100□	0□	□ 234,283	□ -
□□	WS1117 S□ S□□r□ U□r□d□ D□	□	W□□r O□□	100□	0□	□ 2,101,066	□ -
□□	WS1201 P□ I□r□r□ A□□ d R□□ □	□	W□□r O□□	100□	0□	□ 15,716,147	□ -
□□	WS1210 W□r C□P□ - 5-□r U□d□	□	W□□□d 5-Y□r CIP	88□	12□	□ 340,370	□ 45,477
□□	WS130□ SR-520 W□r M□ R□□	□	W□□r O□□	100□	0□	□ 83□,□17	□ -
□□	WS-1 □ R□ W□r W□R	□	W□□r O□□	100□	0□	□ 1,1□1,542	□ -
□□	WT-02 S□r□ □□Gr□d□ □r d S□r W□r C□r W□	□	W□□r O□□	100□	0□	□ 3,□13,117	□ -
□□	WT-17 H□ S□r P□ □ S□ VFD	□	W□□r O□□	100□	0□	□ 38□,□8□	□ -
□□	WT-51 S□r	□	W□□r O□□	100□	0□	□ 3,0□1,217	□ -
□□	WT-52 S□r T□ A□ d / □r R□ D	□	W□□r O□□	100□	0□	□ 1,570,808	□ -
□□	WT-54 T□r 4 G□r□r I□ □r□□	□	W□□r O□□	100□	0□	□ 3,621,325	□ -

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□□	T□□□□□□□□r	A□□□□□□□ F□□□r	□ □□r	S□□ □r□ R□□□□	□□□□r □ □□r CIP	□□□□r S□□ □r□ R□□□□ CIP
□□	WT-56 D□□□S□r□□□ W□□r F□□r□C□□□□ □d E□□□□r□	□	W□□r O□□	100□	0□	□ 50□,873	□ -
□□	WT-57 D□□HSP □4 T□r 4 D□□□E□□□ R□□□□□ □□□	□	W□□r O□□	100□	0□	□ □□1,357	□ -
□□	WT-62 D□□TTHM Pr□□□□□□ □□d/□r R□d□□□	□	W□□r O□□	100□	0□	□ 131,645	□ -
□□	WT-63 R□□□□□ □□□□D□□F□□□d W□□r S□□GST	□	W□□r O□□	100□	0□	□ 718,016	□ -
□□	WT-CO O□□□ I□ □r□□□ □□□(G□□r□□r R□□□□□ □□, C□□r F	□	W□□r O□□	100□	0□	□ 5,247,□47	□ -
□□	□□□ □ □r R□□□ □□□						
□□	Br□□□ P□d A□r□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 224,□18
□□	Br□□□ P□d I□r□□□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 43,408
□□	CMMS U□d□ □d E□r□□ O&M M□□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 48,231
□□	□rr□S□r□WRF G□r□□r S□□R□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 36,173
□□	M□d L□□ W□□d	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 1,0□0,06□
□□	R□□□□□ □□□□□□□□ □42 (2006 F□rd E250 VAN)	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 34,544
□□	V□□ Id□□□□□□ Pr□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 28,□38
□□	W□r R□□ □□ F□□E250 V□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 34,544
□□	□□□ S□□r F□d O□r□□□						
□□	CIPP R□□□□□□□ P□□ 2	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 1□2,□23
□□	CIPP R□□□□□□□ P□□ 3	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 470,161
□□	CIPP R□□□□□□□ P□□ 4	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 456,□70
□□	CIPP R□□□□□□□ P□□ 5	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 448,760
□□	CIPP R□□□□□□□ P□□ 6	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 337,653
□□	E□□r□□□W□ □d C□d□R□□□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 1□2,□23
□□	□rr□S□r□WRF F□□ I□ □r□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 482,308
□□	L□S□□ 4 R□□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 38,585
□□	L□S□□ M□□□□□□□ I□ □r□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 610,431
□□	R□□□□□ □□□□MCC 1-6	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 1□2,□23
□□	R□□□□□ □□□□□□□□ □53 (200□ F□rd F250 UTILITY)	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 32,161
□□	R□□□□□ □□□□□□□□ □54 (2005 F□rd E250 VAN)	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 17,078
□□	R□□□□□ □□□□□□□□ □85 (2001 F□rd F450 DUMP)	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 64,070
□□	RTU R□□□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 714,□25
□□	S□□r C□□□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ □6,462
□□	WFO S□□r E250 V□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 17,078
□□	WFO S□□r F250 U□□□F□rd	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 32,161
□□	WFO S□□r F450 D□ □F□rd	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 64,070
□□	WFO S□□r GU813 M□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 221,051
□□	UNSPECIFIED FUTURE PRO□ECTS	□ □	S□□r / R□□□ O□□	0□	100□	□ -	□ -
	T□□□	□				□	□

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□□	□□□□r □ □□r CIP	A□□□□□□□ F□□□r	R□□□□□□ R□□□□	R□□□O□□	□□□r R□□□□□□ R□□□CIP	□□□r R□□□□ O□□ CIP
□	□□□□ F□d S□r□□□□						
□	M□r r□d□ H□d H□d U□ U□□ R□d C□r D□□	□ □□□□	R□□O□□	0□	100□	□ -	□ 108,830.4□
□	□□□□ D□□P□□□						
□	FY2021 SCADA D□□ Pr□r□ □ □ (W□r C□□Pr□)	□ □□□	R□□/ R□	100□	0□	□ 50,648	□ -
□	N□ □□ r, r r □ □d □d	□ □□□	R□□/ R□	100□	0□	□ 20,257	□ -
□	R C Gr□d□r M□d□710A	□ □□□	R□□/ R□	100□	0□	□ 131,670	□ -
□	R S M□r	□ □□□	R□□/ R□	100□	0□	□ 8□,70□	□ -
□	R □03 (2008 F□rd F250)	□ □□□	R□□/ R□	100□	0□	□ 38,671	□ -
□	R □121 (2007 F□rd F250 UTILITY)	□ □□□	R□□/ R□	100□	0□	□ 38,671	□ -
□□	R □130 (2010 F□rd F250 UTILITY)	□ □□□	R□□/ R□	100□	0□	□ 3□,□56	□ -
□□	R □23 (200□ F□rd F250 UTILITY)	□ □□□	R□□/ R□	100□	0□	□ 3□,□56	□ -
□□	R □47 (1□□6 F□rd LNT8000)	□ □□□	R□□/ R□	100□	0□	□ 280,475	□ -
□□	R □78 (2004 F□rd F250 UTILITY)	□ □□□	R□□/ R□	100□	0□	□ 38,671	□ -
□□	R □4 (2005 F□rd F250 UTILITY)	□ □□□	R□□/ R□	100□	0□	□ 38,671	□ -
□□	□□□□ □ □□r F□d O□r□□□□						
□□	F□r r□/ P□ □ I□r□□□□ I□ □r□	□ □□□	R□□O□□	0□	100□	□ -	□ 4□,443
□□	N□ □□ r □d d r (2017 C□ T V □r M	□ □□□	R□□O□□	0□	100□	□ -	□ 31,□77
□□	N□ (2017 F□rd F250)	□ □□□	R□□O□□	0□	100□	□ -	□ 15,868
□□	N□ (2017 F□rd F450)	□ □□□	R□□O□□	0□	100□	□ -	□ 33,231
□□	N□ V (2017 F□rd Tr VAN) 1 □4	□ □□□	R□□O□□	0□	100□	□ -	□ 12,058
□□	N□ V (2017 F□rd Tr VAN) 2 □4	□ □□□	R□□O□□	0□	100□	□ -	□ 12,058
□□	N□ V (2017 F□rd Tr VAN) 3 □4	□ □□□	R□□O□□	0□	100□	□ -	□ 12,058
□□	N□ V (2017 F□rd Tr VAN) 4 □4	□ □□□	R□□O□□	0□	100□	□ -	□ 12,058
□□	N□ V (2017 M L V□50-500 H dr□ E r)	□ □□□	R□□O□□	0□	100□	□ -	□ 43,408
□□	R □06 (2008 F□rd F550 SD)	□ □□□	R□□O□□	0□	100□	□ -	□ 33,810
□□	R □07 (2008 F□rd F550 SD)	□ □□□	R□□O□□	0□	100□	□ -	□ 33,231
□□	R □08 (2008 F□rd F550 SD)	□ □□□	R□□O□□	0□	100□	□ -	□ 33,231
□□	R □104 (2008 F□rd F550 SD)	□ □□□	R□□O□□	0□	100□	□ -	□ 17,255
□□	R □106 (2008 F□rd F450 D □)	□ □□□	R□□O□□	0□	100□	□ -	□ 84,030
□□	R □108 (2003 C 3500HD)	□ □□□	R□□O□□	0□	100□	□ -	□ 4□,767
□□	R □13 (2006 F□rd F250 UTILITY)	□ □□□	R□□O□□	0□	100□	□ -	□ 17,255
□□	R □15 (200□ F□rd F250 UTILITY)	□ □□□	R□□O□□	0□	100□	□ -	□ 42,744
□□	R □171 (2001 F□rd F450 D □)	□ □□□	R□□O□□	0□	100□	□ -	□ 33,231
□□	R □174 (200□ F□rd F250 U)	□ □□□	R□□O□□	0□	100□	□ -	□ 42,744
□□	R □25 (2008 F□rd F550 SD)	□ □□□	R□□O□□	0□	100□	□ -	□ 82,3□6
□□	R □2□ (2002 F□rd F450 D □)	□ □□□	R□□O□□	0□	100□	□ -	□ 7□,543
□□	R □32 (2002 F□rd F450 D □)	□ □□□	R□□O□□	0□	100□	□ -	□ 80,665
□□	R □52 (2011 F□rd F250 UTILITY)	□ □□□	R□□O□□	0□	100□	□ -	□ 42,156
□□	R □55 (200□ F□rd F250 UTILITY)	□ □□□	R□□O□□	0□	100□	□ -	□ 43,137
□□	R □80 (2006 F□rd F350)	□ □□□	R□□O□□	0□	100□	□ -	□ 18,762
□□	R □ 2 (2008 F□rd F350 U)	□ □□□	R□□O□□	0□	100□	□ -	□ 87,853

	A	B	C	D	E	F	G
	Pr□□□□D□□r□□□□	□□□□r □ □□r CIP	A□□□□□□□ F□□□r	R□□□□□□ R□□□□	R□□□O□□	□□□r R□□□□□□ R□□□CIP	□□□□r R□□□ O□□ CIP
□□	□□□□ E□□□□□r□□□						
□□	14" AC R□□ W□□r P□□□□ U□r□d□ □d W□17 Ar□ I□□□□ V□□□	□	R□□□/ R□□□	100□	0□	□ 2,682,712	□ -
□□	C□□□P□□ U□d□□	□	R□□O□□	0□	100□	□ -	□ 3□8,232
□□	DS-31 C□□□ H□ □ □□Rd L□□□ - C□r□□	□	R□□O□□	0□	100□	□ -	□ 1,014,144
□□	DS-3□ M□rr I□d□ I□-□ B□r P□ □ S□	□	R□□O□□	0□	100□	□ -	□ 1,565,651
□□	DS-4□ E□P□r□ P□	□	R□□O□□	0□	100□	□ -	□ 178,780
□□	DS-51 F□rd□ A□ WM R□□ □□/ C□ S□r	□	R□□O□□	0□	100□	□ -	□ 820,□40
□□	DS-53 I□d R□r W□r M□ R□	□	R□□O□□	0□	100□	□ -	□ 24,115
□□	DS-56 B□ R□r T□ I□ □r□	□	R□□O□□	0□	100□	□ -	□ 4,□□□,□16
□□	DS-60 B□ R□r □d V□r□ P□ □ S□ I□ □r□ - D□	□	R□□O□□	0□	100□	□ -	□ 73,□5□
□□	DS-63 M□r M□r P□ I□ □r□	□	R□□O□□	0□	100□	□ -	□ 2,288,675
□□	D□C□ □C□r□ & R□ I□ □r□ Pr	□	R□□/ R□□	100□	0□	□,237,327	□ -
□□	F□r O□ C□ r□ D□WTP □ W□ □ WTP	□	R□□/ R□□	100□	0□	□ 1,313,7□0	□ -
□□	F□r O□ C□ r□ P□ D□r□ D□WTP	□	R□□/ R□□	100□	0□	□ 332,7□2	□ -
□□	F□r□ M□ R□r□	□	R□□O□□	0□	100□	□ -	□ 224,541
□□	FY2017 SCADA D□ Pr□r□ □ □ (C□r□ □)	□	R□□/ R□□	100□	0□	□ 28,□38	□ -
□□	FY2018 SCADA D□ Pr□r□ □ □ (CCRIP, S□r, P□r GST, M	□	R□□/ R□□	100□	0□	□ 141,048	□ -
□□	FY201□ SCADA D□ Pr□r□ □ □ (HSP D□ G□, HSP VFD)	□	R□□/ R□□	100□	0□	□ 68,546	□ -
□□	FY2020 SCADA D□ Pr□r□ □ □ (W□r C□ Pr□)	□	R□□/ R□□	100□	0□	□ 134,628	□ -
□□	Gr□ S□ r R□ Pr□	□	N/A	0□	0□	□ -	□ -
□□	LCP 1 R□	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ 1 R□ □	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ 17 R□ □	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ 1□ R□ □	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ C□r□ P□ R□ □ Pr□1	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ C□r□ P□ R□ □ Pr□2	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ C□r□ P□ R□ □ Pr□3	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ W□ □R	□	N/A	0□	0□	□ -	□ -
□□	M□ A□. F□r□ M□ (N□ P□)	□	R□□/ R□□	100□	0□	□ 753,472	□ -
□□	P□ S□ PLC U□r□d□ - B□F□r Pr	□	R□□/ R□□	100□	0□	□ 33,762	□ -
□□	P□ S□ PLC U□r□d□ - C□F	□	R□□/ R□□	100□	0□	□ 33,762	□ -
□□	P□ S□ PLC U□r□d□ - O□ S□	□	R□□/ R□□	100□	0□	□ 662,607	□ -
□□	R□ □MCC 7 & 8	□	N/A	0□	0□	□ -	□ -
□□	U□ Pr□r□ M□ □	□	R□□/ R□□	100□	0□	□ 6,306,624	□ -
□□	WS-03 P□ □d F□ I□ □r□ □ r R□ W□r P□	□	R□□/ R□□	100□	0□	□ 444,872	□ -
□□	WS-05 54 □ R□d□d□ P□ □ D□	□	R□□/ R□□	100□	0□	□ 2□,351	□ -
□□	WS-0□42 □ N□ P□ W□ W7A □ D□ W□ □	□	R□□/ R□□	100□	0□	□ 8,540,776	□ -
□□	WS1001 I□d□r□ P□r P□ □ S□ I□ □r□ □	□	R□□O□□	0□	100□	□ -	□ 234,283
□□	WS1117 S□ S□ □r U□r□d□ □D□	□	R□□/ R□□	100□	0□	□ 2,101,066	□ -
□□	WS1201 P□ I□r□ □r□r A□ □ □d R□ □	□	R□□O□□	0□	100□	□ -	□ 15,716,147
□□	WS1210 W□r C□ P□ - 5-□r U□d	□	R□□/ R□□	100□	0□	□ 340,370	□ -
□□	WS130□ SR-520 W□r M□ R□ □	□	R□□O□□	0□	100□	□ -	□ 83□,□17
□□	WS-1□R□ W□r W□R□	□	R□□/ R□□	100□	0□	□ 1,1□1,542	□ -
□□	WT-02 S□r□ □Gr□d□ □r□d S□r□ W□r C□r W□	□	R□□/ R□□	100□	0□	□ 3,□13,117	□ -
□□	WT-17 H□ S□r□ P□ □ S□ VFD	□	R□□/ R□□	100□	0□	□ 38□,□8□	□ -
□□	WT-51 S□r□r	□	R□□/ R□□	100□	0□	□ 3,0□1,217	□ -

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□□	□□□□r □ □□r CIP	A□□□□□□□□ F□□□r	R□□□□□□□ R□□□□	R□□□□O□□	□□□□r R□□□□□□□ R□□□□CIP	□□□□r R□□□□ O□□ CIP
□□	WT-52 S□r□□ T□□□ A□□□□□□ □□□□d / □r R□□□□□ □□□□D□□□	□	R□□□□□/ R□□□	100□	0□	□ 1,570,808	□ -
□□	WT-54 T□r 4 G□□r□r I□ □r□□□ □□□	□	R□□□□□/ R□□□	100□	0□	□ 3,621,325	□ -
□□	WT-56 D□□ S□r□□ W□r F□r□ C□□□ □d E□□□r□	□	R□□□□□/ R□□□	100□	0□	□ 50□,873	□ -
□□	WT-57 D□□ HSP □4 T□r 4 D□□ E□□□ R□□□□	□	R□□□□□/ R□□□	100□	0□	□ □□1,357	□ -
□□	WT-62 D□□ TTHM Pr□□□□ □d/□r R□d	□	R□□□□□/ R□□□	100□	0□	□ 131,645	□ -
□□	WT-63 R□□□ □□□ D□□ F□□d W□r S□□ GST	□	R□□□□□/ R□□□	100□	0□	□ 718,016	□ -
□□	WT-CO O□□□ I□ □r□□□ □□□ (G□□r□r R□□□□ □□, C□r R□□	□	R□□□□□/ R□□□	100□	0□	□ 5,247,□47	□ -
□□	□□□ □ □r R□□□ □□□						
□□	Br□□ P□d A□r	□	N/A	0□	0□	□ -	□ -
□□	Br□□ P□d I□r	□	N/A	0□	0□	□ -	□ -
□□	CMMS U□d	□	N/A	0□	0□	□ -	□ -
□□	□rr□S□r□WRF G□r□r S□ R□□□	□	N/A	0□	0□	□ -	□ -
□□□	M□d L□ W□d	□	N/A	0□	0□	□ -	□ -
□□□	R□□□ □□□ □42 (2006 F□d E250 VAN)	□	N/A	0□	0□	□ -	□ -
□□□	V□ Id□ Pr□	□	N/A	0□	0□	□ -	□ -
□□□	W□r R□ F□ E250 V□	□	N/A	0□	0□	□ -	□ -
□□□	□□□ S□ □r F□d O□r						
□□□	CIPP R□□□□□□□ P□ 2	□	N/A	0□	0□	□ -	□ -
□□□	CIPP R□□□□□□□ P□ 3	□	N/A	0□	0□	□ -	□ -
□□□	CIPP R□□□□□□□ P□ 4	□	N/A	0□	0□	□ -	□ -
□□□	CIPP R□□□□□□□ P□ 5	□	N/A	0□	0□	□ -	□ -
□□□	CIPP R□□□□□□□ P□ 6	□	N/A	0□	0□	□ -	□ -
□□□	E□r□W□ □d C□d R□□□	□	N/A	0□	0□	□ -	□ -
□□□	□rr□S□r□WRF F□ I□ □r□□	□	N/A	0□	0□	□ -	□ -
□□□	L□ S□ 4 R□□□	□	N/A	0□	0□	□ -	□ -
□□□	L□ S□ M□□□□□□ I□ □r□□	□	N/A	0□	0□	□ -	□ -
□□□	R□□□ □□□ MCC 1-6	□	N/A	0□	0□	□ -	□ -
□□□	R□□□ □□□ □53 (200□ F□d F250 UTILITY)	□	N/A	0□	0□	□ -	□ -
□□□	R□□□ □□□ □54 (2005 F□d E250 VAN)	□	N/A	0□	0□	□ -	□ -
□□□	R□□□ □□□ □85 (2001 F□d F450 DUMP)	□	N/A	0□	0□	□ -	□ -
□□□	RTU R□□□ □□□	□	N/A	0□	0□	□ -	□ -
□□□	S□ □r C□	□	N/A	0□	0□	□ -	□ -
□□□	WFO S□ □r E250 V□	□	N/A	0□	0□	□ -	□ -
□□□	WFO S□ □r F250 U□ F□d	□	N/A	0□	0□	□ -	□ -
□□□	WFO S□ □r F450 D□ □ F□d	□	N/A	0□	0□	□ -	□ -
□□□	WFO S□ □r GU813 M□	□	N/A	0□	0□	□ -	□ -
□□□	UNSPECIFIED FUTURE PRO□ECTS	□	N/A	0□	0□	□ -	□ -
	T□□	□				□	□

A	B	C	D	E	F	G	
		S□r□□□□ A□□□□□□□□			C□□□□□ □r A□□□□□□□		
	B□□□ □□□r A□□□□□	□ □□□r	S□□ □r□ R□□□□	□ □□□r	R□□□□□□□ R□□□□	R□□□□O□□□	R□□□□□□□ R□□□□
□	E□□□□□□ S□□□r L□□□ D□□□S□r□□□						
□	S□r□□□ 1□□□ B□□d - Pr□□□□□□	□ 1,170,000	□6.4□	3.6□	□ 1,128,355	□4.8□	5.2□	□ 1,070,010
□	S□r□□□ 1□□□ B□□d - I□□□r□□□	□ 1□4,250	□6.4□	3.6□	□ 187,336	□4.8□	5.2□	□ 177,64□
□	S□r□□□ 2003 - Pr□□□□□□	□ 1,250,000	□6.5□	3.5□	□ 1,206,537	□4.□□	5.1□	□ 1,145,5□1
□	S□r□□□ 2003 - I□□□r□□□	□ 640,275	□6.5□	3.5□	□ 618,012	□4.□□	5.1□	□ 586,7□5
□	S□r□□□ 200□A B□□d□ - Pr□□□□□□	□ -	□3.5□	6.5□	□ -	51.0□	4□.0□	□ -
□	S□r□□□ 200□A B□□d□ - I□□□r□□□	□ 440,□6□	□3.5□	6.5□	□ 412,44□	51.0□	4□.0□	□ 210,421
□	S□r□□□ 200□B B□□d□ - Pr□□□□□□	□ -	□6.4□	3.6□	□ -	□4.8□	5.2□	□ -
□	S□r□□□ 200□B B□□d□ - I□□□r□□□	□ 5□0,750	□6.4□	3.6□	□ 56□,723	□4.8□	5.2□	□ 540,264
□□	S□r□□□ 2010 BAB - Pr□□□□□□	□ -	100.0□	0.0□	□ -	47.2□	52.8□	□ -
□□	S□r□□□ 2010 BAB - I□□□r□□□	□ 1,866,313	100.0□	0.0□	□ 1,866,313	47.2□	52.8□	□ 880,□□3
□□	S□r□□□ 2010 BAB - S□□□□d□	□ (5□5,374)	100.0□	0.0□	□ (5□5,374)	47.2□	52.8□	□ (281,046)
□□	**S□□□□□□□□**	□ □□□□□□□□□			□ □□□□□□□□□	□□□□□□		□ □□□□□□□□□
□□	E□□□□□□ SRL D□□□S□r□□□						
□□	SRL 517010 - Pr□□□□□□	□ 2□5,504	100.0□	0.0□	□ 2□5,504	0.0□	100.0□	□ -
□□	SRL 517010 - I□□□r□□□	□ 65,27□	100.0□	0.0□	□ 65,27□	0.0□	100.0□	□ -
□□	SRL 517020 - Pr□□□□□□	□ 230,751	100.0□	0.0□	□ 230,751	0.0□	100.0□	□ -
□□	SRL 517020 - I□□□r□□□	□ 62,334	100.0□	0.0□	□ 62,334	0.0□	100.0□	□ -
□□	SRL 517030 - Pr□□□□□□	□ 521,267	100.0□	0.0□	□ 521,267	0.0□	100.0□	□ -
□□	SRL 517030 - I□□□r□□□	□ 14□,□22	100.0□	0.0□	□ 14□,□22	0.0□	100.0□	□ -
□□	SRL 202P - Pr□□□□□□	□ 161,870	0.0□	100.0□	□ -	0.0□	100.0□	□ -
□□	SRL 202P - I□□□r□□□	□ 33,465	0.0□	100.0□	□ -	0.0□	100.0□	□ -
□□	SRL 517040 - Pr□□□□□□	□ □□,534	100.0□	0.0□	□ □□,534	0.0□	100.0□	□ -
□□	SRL 517040 - I□□□r□□□	□ 51,878	100.0□	0.0□	□ 51,878	0.0□	100.0□	□ -
□□	SRL - 517050 - Pr□□□□□□	□ 284,707	100.0□	0.0□	□ 284,707	0.0□	100.0□	□ -
□□	SRL - 517050 - I□□□r□□□	□ 144,585	100.0□	0.0□	□ 144,585	0.0□	100.0□	□ -
□□	SRL WW812030 - Pr□□□□□□	□ 257,2□4	0.0□	100.0□	□ -	0.0□	100.0□	□ -
□□	SRL WW812030 - I□□□r□□□	□ 143,030	0.0□	100.0□	□ -	0.0□	100.0□	□ -
□□	SRL DW517060 - Pr□□□□□□	□ 5,26□	100.0□	0.0□	□ 5,26□	0.0□	100.0□	□ -
□□	SRL DW517060 - I□□□r□□□	□ 2,7□□	100.0□	0.0□	□ 2,7□□	0.0□	100.0□	□ -
□□	**S□□□□□□□□**	□ □□□□□□□□□			□ □□□□□□□□□			□ □
□□	**T□□□□□**	□ □□□□□□□□□			□ □□□□□□□□□			□ □□□□□□□□□

	A	B	C	D	E	F	G
□□	B□□d F□□d□d C□□□□□□□l□□□□□□ □□□□Pr□□r T□ S□r□□□ □□□□□		T□□□□ Pr□□□□d□	R□□□□□□□□ R□□□□□	R□□□□□O□□□	R□□□□□□□□ R□□□□□	
□□	S□r□□□ 1□□3B:						
□□	D□□□WTP I□ □r□□□□ □□□□	WA	□ 5,800,000	100□	0□	□ 5,800,000	
□□	W□□ □□□□□□□ WTP I□ □r□□□□ □□□□	WA	□ 4,800,000	100□	0□	□ 4,800,000	
□□	T□□□r Cr□□□ R□□□r□□□	WA	□ 1,100,000	100□	0□	□ 1,100,000	
□□	W□□r M□□ R□□□□□□□□	WA	□ 800,000	0□	100□	□ -	
□□	R□□□□ S□□□□□ - S□r□□□	RW	□ 1,000,000	0□	100□	□ -	
□□	R□□□□ S□□□□□ - E□□□□□□□□	RW	□ 467,000	0□	100□	□ -	
□□	S□□ r S□□□□□ - E□□□□□□□□	WW	□ 300,000	0□	100□	□ -	
□□	Add□□□□□□W□□r W□□□	WA	□ 2,000,000	100□	0□	□ 2,000,000	
□□	S□r□□□ 1□□7:						
□□	DYAL WTP E□□□□□□□ A□d I□□□□ S□r□□□r□	WA	□30,670,750	100□	0□	□30,670,750	
□□	ASR W□□E□□□□□□□	WA	□ 1,305,000	100□	0□	□ 1,305,000	
□□	R□□□□r C□r□□r R□□□□□□□□	WA	□ 1,401,000	100□	0□	□ 1,401,000	
□□	S□r□□□ 2003 R□□□d□□□:						
□□	DYAL WTP - U□d□rdr□□ I□ □r□□□□ □□□□	WA	□ 1,175,035	100□	0□	□ 1,175,035	
□□	**T□□□□B□□d F□□d□d C□□□□□□□l□□□□□□ □□□□Pr□□r T□ S□r□□□ □□□□□**		□ □□□□□□□□			□ □□□□□□□□	
□□	□□□□r□□□□C□□□□□□□l□□□□□□ □□□□A□□□□□□□□ □Pr□□r T□ S□r□□□ □□□□□		□□□□ □ □□□□C	R□□□□□□□□ R□□□□□	R□□□□□O□□□		
□□	W□□□r	WA	□6.5□	□48,251,785	□ 2,567,000		
□□	R□□□□□□ □d W□□□r	RW	2.□□				
□□	S□□ □r	WW	0.6□				
□□	**T□□□□B□□d F□□d□d C□□□□□□□l□□□□□□ □□□□A□□□□ □Pr□□r T□ S□r□□□ □□□□□**		□□□□□□□	□□□□□□□	□□□□□□		
□□	□□□□□r□□□□C□□□□□□□l□□□□□□ □□□□A□□□□□□□□ □Pr□□r T□ S□r□□□ □□□□□		□□□□ □ □□□□B	R□□□□□□□□ R□□□□□	R□□□□□O□□□		
□□	W□□□r	WA	□6.4□	□47,076,750	□ 2,567,000		
□□	R□□□□□□ □d W□□□r	RW	3.0□				
□□	S□□ □r	WW	0.6□				
□□	**T□□□□B□□d F□□d□d C□□□□□□□l□□□□□□ □□□□A□□□□ □Pr□□r T□ S□r□□□ □□□□□**		□□□□□□□	□□□□□□□	□□□□□□		

A	B	C	D	E	F	G
□ □□□r□□□ C□□□□□ I□□□□□ □□□ S□r□□ □□□ A□□		A	R□□□□□□ R□□□	R□□□ O□□	R□□□□□ R□□□	
S□r□□ 200□A:						
N□□ UT B□□d□□ (W□□r F□□□□ O□r□□□□)	WA	□ 6,77□,2□5	57□	43□	□ 3,85□,241	
C□□r□□ T□rr□□ W□□r M□□	WA	□ 165,645	0□	100□	□ -	
R□□r□□ S□□ □r L□□□	WW	□ 404,17□	0□	100□	□ -	
S□□□ Tr□□□□ Tr□ WM	WA	□ 156,856	0□	100□	□ -	
R□□r□□ 600 S□□□ S□r□□	WA	□ 2,700	0□	100□	□ -	
L□□ (W□□r P□r□□)	WA	□ 668,620	57□	43□	□ 380,624	
L□□ (S□□ □r P□r□□)	WW	□ 133,314	0□	100□	□ -	
T□□ B□□d F□□d C□□□□ I□□□□ □□ S□r□□ □□□ A□		□			□	
□ □□□r□□□ C□□□□□ I□□□□□ □□□ A□□□□□□ (S□r□□ □□□ A□		A	R□□□□□□ R□□□	R□□□ O□□		
W□□r	WA	□3.5□	□ 4,23□,866	□ 4,070,744		
R□□□□ □d W□□r	RW	0.0□				
S□□ □r	WW	6.5□				
T□□ B□□d F□□d C□□□□ I□□□□ □□ A□□ (S□r□□ □□□ A						
□ □□□r□□□ C□□□□□ I□□□□□ □□□ S□r□□ □□□□□		□□□□	R□□□□□□ R□□□	R□□□ O□□	R□□□□□ R□□□	
S□r□□ 2010:						
4055 F□□r S□r□□ □□ D□□	WA	□ 1,□66,786	100□	0□	□ 1,□66,786	
4055 L□□d O□□□□ S□□□ DYAL	WA	□ 1,200,000	100□	0□	□ 1,200,000	
4055 R□□ W□□r M□□r□ □d M□□r	WA	□ 1,500,000	100□	0□	□ 1,500,000	
4055 R□□ W□□r P□□ □ W□□d W□□ Rc	WA	□ 4,5□5,000	100□	0□	□ 4,5□5,000	
4055 S□□□ C□□□ G□rd	WA	□ 800,000	0□	100□	□ -	
4055 S□□□ S□□ r□ U□r□d□ DYAL	WA	□ 1,500,000	100□	0□	□ 1,500,000	
4055 US 1 W□d□□□ - P□□ □ C□d□	WA	□10,200,000	0□	100□	□ -	
4055 V□□□ □ S.R. 520 36" □ r□ □	WA	□ 1,450,000	0□	100□	□ -	
4055 W□ □□□□□ P□ □	WA	□ 370,000	100□	0□	□ 370,000	
T□□ B□□d F□□d C□□□□ I□□□□ □□ S□r□□ □□□		□			□	
□ □□□r□□□ C□□□□□ I□□□□□ □□□ A□□□□□□ (S□r□□ □□□		□□□□	R□□□□□□ R□□□	R□□□ O□□		
W□□r	WA	100.0□	□ 11,131,786	□ 12,450,000		
R□□□□ □d W□□r	RW	0.0□				
S□□ □r	WW	0.0□				
T□□ B□□d F□□d C□□□□ I□□□□ □□ A□□ (S□r□□ □□□						

A	B	C	D	E	F	G		I
				□□□□r CIP B□d□□□				
B□□□ □□□r □d □□□□r CIP r□□ FAMS □□ S□r□□□	B□□□ □□r (1)	C□rr□□□□ □r	C□rr□□□□ □r □□	C□rr□□□□ □r □□	C□rr□□□□ □r □□	C□rr□□□□ □r □□		
W□□r	□13,212,775	□18,005,788	□16,024,705	□15,83□,721	□18,840,068	□17,0□2,446		
S□□ r/R□□□	□1,765,356	□2,4□0,520	□2,004,448	□2,510,625	□2,446,64□	□2,011,844		
T□□□ B□□□ □□r □d □□□□r CIP r□□ FAMS □□ S□r□□□								
B□□□ □□r □d □□□□r CIP r□□ FAMS □□ F□□d□□ S□r□□							□□□r T□□□	
C□□ F□d□d Fr□□ R□□r□□	□6,4□4,175	□62,□45	□0	□0	□0	□0	□62,□45	0.1□
C□□ F□d□d Fr□□ E□□□□ R□□□□□	□8,483,□56	□3,871,115	□5,324,254	□5,6□5,883	□7,4□0,656	□8,123,781	□30,505,6□1	31.4□
D□□ F□d□d	□0	□16,562,248	□12,704,8□8	□12,654,462	□13,7□6,061	□10,□80,508	□66,6□8,177	68.6□
T□□□ B□□□ □□r □d □□□□r CIP r□□ FAMS □□ S□r□□□								
B□□□ □□r C□□□□ S□□d□ A□□□□□								
B□□□ Y□r A□□□□ CIP r□□ S□□ CIP T□□	□14,□78,131							
A□r□□ □ E□□□□ R□□□□ F□d□d C□□□□ (5-Y□r)	31.4□ (2)							
I□ □□d B□□□ □□r C□□ F□d□d CIP								
A□r□□ □ D□□ F□d□d C□□□□ (5-Y□r)	68.6□							
A□□ □d B□□ Y□r D□□ F□d□d CIP	□10,270,862							
T□r□	30							
R□□ (A-R□d B□d Y□d□)	3.75□							
I□ □□d B□□□ □□r A□□□□ D□□ S□r□□ □□ D□□ F□d□d CIP								

(1) B□□ Y□r □□□d□□ □□□□□d □ W□r □d S□□ r/R□□□ □□ W□□□□d 5-Y□r T□□□ CIP, □□ □□□□ □ □□ S□□d□ 4.
(2) C□□□□□d □□□ □□ □□d □□ □ □ □□□ □□ □40□.

EXHIBIT 2

	A	B	C	D	E	F	G	□	I
					SER□ICE ALLOCATION				
		B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
□	□□□□ **FIELD SER□ICES**								
□	S□□r□□ □ B□□□□□								
□	12-00 R□□□□r S□□r□□ & W□□□□	□ 776,263	□ -	□ 776,263	B□□□ Y□□r A□□□□□	□0□	10□	□ 6□5,147	□ 81,116
□	12-12 A□r□□P□□□□	□ 26,02□	□ -	□ 26,02□	B□□□ Y□□r A□□□□□	□0□	10□	□ 23,30□	□ 2,720
□	13-00 O□□r S□□r□□ & W□□□□	□ 62,628	□ -	□ 62,628	B□□□ Y□□r A□□□□□	□0□	10□	□ 56,084	□ 6,544
□	14-00 O□r□□ □	□ 1,180	□ -	□ 1,180	B□□□ Y□□r A□□□□□	□0□	10□	□ 1,057	□ 123
□	20-00 C□□□□□/S□□□ A□□□ □□□□	□ 110	□ -	□ 110	B□□□ Y□□r A□□□□□	□0□	10□	□ □□	□ 11
□	21-00 FICA T□□□	□ 61,770	□ -	□ 61,770	B□□□ Y□□r A□□□□□	□0□	10□	□ 55,315	□ 6,455
□	22-00 R□□r□ □□C□□r□□□□	□ 168,771	□ -	□ 168,771	B□□□ Y□□r A□□□□□	□0□	10□	□ 151,135	□ 17,636
□□	23-00 L□□/H□□□ I□□r□□	□ 253,811	□ -	□ 253,811	B□□□ Y□□r A□□□□□	□0□	10□	□ 227,28□	□ 26,522
□□	24-00 W□r□□r'□C□□ □□□□□□	□ 44,133	□ -	□ 44,133	B□□□ Y□□r A□□□□□	□0□	10□	□ 3□,521	□ 4,612
□□	26-00 OPEB H□□□ E□□□□	□ 25,320	□ -	□ 25,320	B□□□ Y□□r A□□□□□	□0□	10□	□ 22,674	□ 2,646
□□	27-00 C□□□r□ P□□	□ 8,400	□ -	□ 8,400	B□□□ Y□□r A□□□□□	□0□	10□	□ 7,522	□ 878
□□	T□□□ S□□r□□ □ B□□□□□	□ □□□□□□	□ □	□ □□□□□□				□ □□□□□□	□ □□□□□
□□	O□r□□□ E□□□d□r□□								
□□	41-00 C□□ □ □□□□□	□ 6,172	□ -	□ 6,172	B□□□ Y□□r A□□□□□	□0□	10□	□ 5,527	□ 645
□□	42-00 P□□□□ & Fr□□□	□ 11□	□ -	□ 11□	B□□□ Y□□r A□□□□□	□0□	10□	□ 107	□ 12
□□	45-00 I□□r□□	□ 8,□55	□ -	□ 8,□55	B□□□ Y□□r A□□□□□	□0□	10□	□ 8,01□	□ □36
□□	46-00 R□□□r□ & M□□□□□□	□ 24,866	□ -	□ 24,866	B□□□ Y□□r A□□□□□	□0□	10□	□ 22,268	□ 2,5□8
□□	46-03 R□□□r/M□□□- V□□□□	□ 15,675	□ -	□ 15,675	B□□□ Y□□r A□□□□□	□0□	10□	□ 14,037	□ 1,638
□□	4□-00 O□□r C□□r□□ & O□□□	□ 120	□ -	□ 120	B□□□ Y□□r A□□□□□	□0□	10□	□ 108	□ 13
□□	52-00 O□r□□□ S□□□□	□ 25,411	□ -	□ 25,411	B□□□ Y□□r A□□□□□	□0□	10□	□ 22,755	□ 2,655
□□	52-30 F□□, O□& L□r□□□	□ 42,5□5	□ -	□ 42,5□5	B□□□ Y□□r A□□□□□	□0□	10□	□ 38,144	□ 4,451
□□	54-00 M□□ □r□□□/P□□□□□□	□ 200	□ -	□ 200	B□□□ Y□□r A□□□□□	□0□	10□	□ 17□	□ 21
□□	T□□□ O□r□□□ E□□□d□r□□	□ □□□□□	□ □	□ □□□□□				□ □□□□□	□ □□□□
□□	**TOTAL □□□□ FIELD SER□ICES**	□ □□□□□□	□ □	□ □□□□□□				□ □□□□□□	□ □□□□□
□□	□□□□ □ **ATER ADMINISTRATION**								
□□	S□□r□□ □ B□□□□□								
□□	12-00 R□□□□r S□□r□□ & W□□□□	□ 472,275	□ -	□ 472,275	W□□□□d T□□□ O&M E□□□□	83□	17□	□ 3□3,763	□ 78,511
□□	12-12 A□r□□P□□□□	□ 3,002	□ -	□ 3,002	W□□□□d T□□□ O&M E□□□□	83□	17□	□ 2,503	□ 4□□
□□	13-00 O□□r S□□r□□ & W□□□□	□ 8,488	□ -	□ 8,488	W□□□□d T□□□ O&M E□□□□	83□	17□	□ 7,077	□ 1,411
□□	14-00 O□r□□ □	□ 15,723	□ -	□ 15,723	W□□□□d T□□□ O&M E□□□□	83□	17□	□ 13,10□	□ 2,614
□□	21-00 FICA T□□□	□ 37,384	□ -	□ 37,384	W□□□□d T□□□ O&M E□□□□	83□	17□	□ 31,16□	□ 6,215
□□	22-00 R□r□□ □□C□□r□□□□	□ 486,443	□ -	□ 486,443	W□□□□d T□□□ O&M E□□□□	83□	17□	□ 405,577	□ 80,867
□□	23-00 L□□/H□□□ I□□r□□	□ □4,238	□ -	□ □4,238	W□□□□d T□□□ O&M E□□□□	83□	17□	□ 78,571	□ 15,666
□□	23-02 L□□/H□□□ R□□r□□	□ 127,107	□ -	□ 127,107	W□□□□d T□□□ O&M E□□□□	83□	17□	□ 105,□77	□ 21,130
□□	24-00 W□r□□r'□C□□ □□□□□□	□ 12,083	□ -	□ 12,083	W□□□□d T□□□ O&M E□□□□	83□	17□	□ 10,075	□ 2,00□
□□	25-00 U□□□ □□□□ □□C□□ □□□□□□	□ 1,86□	□ -	□ 1,86□	W□□□□d T□□□ O&M E□□□□	83□	17□	□ 1,558	□ 311
□□	26-00 OPEB H□□□ E□□□□	□ 25,637	□ -	□ 25,637	W□□□□d T□□□ O&M E□□□□	83□	17□	□ 21,375	□ 4,262
□□	27-00 C□□□r□ P□□	□ 15,350	□ -	□ 15,350	W□□□□d T□□□ O&M E□□□□	83□	17□	□ 12,7□8	□ 2,552
□□	T□□□ S□□r□□ □ B□□□□□	□ □□□□□□	□ □	□ □□□□□□				□ □□□□□□	□ □□□□□

A	B	C	D	E	F	G	□	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□	□ □□r	S□□ □r□ R□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□ A□□□□
□□ O□r□□□ E□□□□□□								
□□ O□r□□□ E□□ □L□□ C□□□□B□d D□□□I□d□r C□□A□□□								
□□ 31-00 Pr□□□□□□ S□r□□□	□ 22□,345	□ -	□ 22□,345	W□□□d T□□□ O&M E□□□	83□	17□	□ 1□1,21□	□ 38,127
□□ 31-01 L□□□E□□□□	□ 84,□52	□ -	□ 84,□52	W□□□d T□□□ O&M E□□□	83□	17□	□ 70,82□	□ 14,122
□□ 31-33 E□ □□□□ H□□□ C□□r	□ 121,□44	□ -	□ 121,□44	W□□□d T□□□ O&M E□□□	83□	17□	□ 101,672	□ 20,272
□□ 32-00 A□□□□□□□ & A□d□□	□ 43,500	□ -	□ 43,500	W□□□d T□□□ O&M E□□□	83□	17□	□ 36,26□	□ 7,231
□□ 34-00 C□□r□□ S□r□□	□ 618,067	□ (468,144) (1)	□ 14□,□23	W□□□d T□□□ O&M E□□□	83□	17□	□ 125,000	□ 24,□23
□□ 40-00 Tr□□□& P□r D□□	□ 887	□ -	□ 887	W□□□d T□□□ O&M E□□□	83□	17□	□ 73□	□ 147
□□ 41-00 C□□ □ □□□□□□	□ 1,86□	□ -	□ 1,86□	W□□□d T□□□ O&M E□□□	83□	17□	□ 1,558	□ 311
□□ 42-00 P□□□□□ & Fr□□□	□ 4,643	□ -	□ 4,643	W□□□d T□□□ O&M E□□□	83□	17□	□ 3,871	□ 772
□□ 43-00 E□□□r□/W□□r/S□□ r S□r□□	□ 1,235	□ -	□ 1,235	W□□□d T□□□ O&M E□□□	83□	17□	□ 1,030	□ 205
□□ 44-00 R□□□□□ & L□□□□	□ 1,7□2	□ -	□ 1,7□2	W□□□d T□□□ O&M E□□□	83□	17□	□ 1,4□4	□ 2□8
□□ 45-00 I□□r□□□	□ 318,641	□ -	□ 318,641	W□□r Ad□ □□I□□r□□□	83□	17□	□ 264,825	□ 53,816
□□ 46-00 R□□□r□ & M□□□□□□□□	□ 3,5□0	□ -	□ 3,5□0	W□□□d T□□□ O&M E□□□	83□	17□	□ 2,□□3	□ 5□7
□□ 46-02 R□□□r/M□□□B□d□□	□ 1,517	□ -	□ 1,517	W□□□d T□□□ O&M E□□□	83□	17□	□ 1,265	□ 252
□□ 46-03 R□□□r/M□□□- V□□□□□	□ 1,368	□ -	□ 1,368	W□□□d T□□□ O&M E□□□	83□	17□	□ 1,141	□ 227
□□ 47-00 Pr□□□□ & B□d□□	□ 5,125	□ -	□ 5,125	W□□□d T□□□ O&M E□□□	83□	17□	□ 4,273	□ 852
□□ 48-00 Pr□□ □□□□□A□□□□□	□ 13,655	□ -	□ 13,655	W□□□d T□□□ O&M E□□□	83□	17□	□ 11,385	□ 2,270
□□ 4□-00 O□□r C□r□□□ & O□□□	□ 11,335	□ -	□ 11,335	W□□□d T□□□ O&M E□□□	83□	17□	□ □,451	□ 1,884
□□ 4□-08 C□□□ O□r & U□d□r	□ 6□,761	□ -	□ 6□,761	W□□□d T□□□ O&M E□□□	83□	17□	□ 58,164	□ 11,5□7
□□ 4□-0□ D□□□□ □□□R□□rd□□ C□□□	□ 1,502	□ -	□ 1,502	W□□□d T□□□ O&M E□□□	83□	17□	□ 1,253	□ 250
□□ 4□-15 O□□□□□□ I□□□□□r□	□ 851	□ -	□ 851	W□□□d T□□□ O&M E□□□	83□	17□	□ 710	□ 142
□□ 52-00 O□r□□□□ S□□□□□□	□ 62,□61	□ -	□ 62,□61	W□□□d T□□□ O&M E□□□	83□	17□	□ 52,4□5	□ 10,467
□□ 52-30 F□□□,O□& L□r□□□□□	□ 2,438	□ -	□ 2,438	W□□□d T□□□ O&M E□□□	83□	17□	□ 2,033	□ 405
□□ 52-33 E□ □□□□□ H□□□ C□□r	□ 52,537	□ -	□ 52,537	W□□□d T□□□ O&M E□□□	83□	17□	□ 43,803	□ 8,734
□□ 54-00 M□□ □r□□□/P□□□□□□□□	□ 28,45□	□ -	□ 28,45□	W□□□d T□□□ O&M E□□□	83□	17□	□ 23,728	□ 4,731
□□ 55-00 Tr□□□□	□ 1,475	□ -	□ 1,475	W□□□d T□□□ O&M E□□□	83□	17□	□ 1,230	□ 245
□□ 5□-00 D□r□□□□□ E□□□□□	□ □,□86,651	□ (□,□86,651) (2)	□ -	W□□□d T□□□ O&M E□□□	83□	17□	□ -	□ -
□□ **G□□r□□F□□d I□d□r□□C□□A□□□□□□**								
□□ 34-10 A□□□□□□□ - G□□r□□F□□d	□ 5,366,□88	□ -	□ 5,366,□88	W□□□d T□□□ O&M E□□□	83□	17□	□ 4,474,776	□ 8□2,212
□□ **C□□□□□□□□ □ B□d D□□**								
□□ 3□-00 C□□□□□□□	□ -	□ -	□ -	W□□□d T□□□ O&M E□□□	83□	17□	□ -	□ -
□□ 4□-07 B□d D□□□E□□□□□	□ □□,00□	□ -	□ □□,00□	W□□□d T□□□ O&M E□□□	83□	17□	□ 82,550	□ 16,45□
□□ T□□□□O□r□□□ E□□□□□□	□ □□□□□□□	□ □□□□□□□	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
□□ I□□r□□d Tr□□□□r O□□								
□□ □1-01 Tr□□□□r □□ G□□□r□□F□□d 001	□ 5,432,540	□ -	□ 5,432,540	W□□□d T□□□ O&M E□□□	83□	17□	□ 4,52□,431	□ □03,10□
□□ □1-25 TO R□□r□□d A□□□425	□ -	□ - (3)	□ -	N/A	0□	0□	□ -	□ -
□□ □1-53 H□□□ I□□r□□□ F□□d 530	□ 405,266	□ -	□ 405,266	W□□□d T□□□ O&M E□□□	83□	17□	□ 337,8□4	□ 67,372
□□ □5-01 6□ ILO Fr□□□□□ F□□	□ 1,388,042	□ -	□ 1,388,042	W□□□d T□□□ O&M E□□□	83□	17□	□ 1,157,2□3	□ 230,74□
□□ T□□□I□□r□□d Tr□□□□r O□□	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
□□ **TOTAL □□□□□ □ ATER ADMINISTRATION**	□ □□□□□□□□	□ □□□□□□□□	□ □□□□□□□□				□ □□□□□□□□	□ □□□□□□□□

A	B	C	D	E	F	G	□	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
□□ □□□□ **D□AL PLANT**								
□□ S□□r□□□ □ B□□□□□□								
□□ 12-00 R□□□□r S□□r□□ & W□□□□	□ 1,423,257	□ -	□ 1,423,257	W□□r O□□	100□	0□	□ 1,423,257	□ -
□□ 12-12 A□r□□P□□□□	□ 13,055	□ -	□ 13,055	W□□r O□□	100□	0□	□ 13,055	□ -
□□ 13-00 O□□r S□□r□□ & W□□□	□ 53,415	□ -	□ 53,415	W□□r O□□	100□	0□	□ 53,415	□ -
□□ 14-00 O□r□□ □	□ 138,104	□ -	□ 138,104	W□□r O□□	100□	0□	□ 138,104	□ -
□□ 20-00 C□□□□/S□□ A□□ □□□□	□ 805	□ -	□ 805	W□□r O□□	100□	0□	□ 805	□ -
□□ 21-00 FICA T□□□	□ 11□,813	□ -	□ 11□,813	W□□r O□□	100□	0□	□ 11□,813	□ -
□□ 22-00 R□□r□ □□□C□□r□□□□	□ 117,771	□ -	□ 117,771	W□□r O□□	100□	0□	□ 117,771	□ -
□□ 23-00 L□□/H□□□ I□□r□□□	□ 450,□55	□ -	□ 450,□55	W□□r O□□	100□	0□	□ 450,□55	□ -
□□ 24-00 W□r□□r'□C□ □□□□□□	□ □2,□81	□ -	□ □2,□81	W□□r O□□	100□	0□	□ □2,□81	□ -
□□ 26-00 OPEB H□□□ E□□□□□	□ 60,820	□ -	□ 60,820	W□□r O□□	100□	0□	□ 60,820	□ -
□□ 27-00 C□□□r□ P□□	□ 12,350	□ -	□ 12,350	W□□r O□□	100□	0□	□ 12,350	□ -
□□ T□□□ S□□r□□ □ B□□□□□□	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □
□□ O□r□□□ E□□□d□□r□□								
□□ 31-00 Pr□□□□□□□ S□r□□□	□ 8,286	□ -	□ 8,286	W□□r O□□	100□	0□	□ 8,286	□ -
□□ 34-00 C□□r□□ S□r□□□	□ 231,447	□ -	□ 231,447	W□□r O□□	100□	0□	□ 231,447	□ -
□□□ 40-00 Tr□□□& P□r D□□	□ 4,587	□ -	□ 4,587	W□□r O□□	100□	0□	□ 4,587	□ -
□□□ 41-00 C□□ □ □□□□□□	□ 62,013	□ -	□ 62,013	W□□r O□□	100□	0□	□ 62,013	□ -
□□□ 42-00 P□□□□□ & Fr□□□	□ 26,210	□ -	□ 26,210	W□□r O□□	100□	0□	□ 26,210	□ -
□□□ 43-00 E□□r□/W□□r/S□□r S□r□□□	□ 1,2□5,205	□ 426,776 (4)	□ 1,721,□82	W□□r O□□	100□	0□	□ 1,721,□82	□ -
□□□ 44-00 R□□□□ & L□□□□	□ 118,048	□ -	□ 118,048	W□□r O□□	100□	0□	□ 118,048	□ -
□□□ 45-00 I□□r□□□	□ □,183	□ -	□ □,183	W□□r O□□	100□	0□	□ □,183	□ -
□□□ 46-00 R□□□r□ & M□□□□□□□□	□ 2,436,303	□ -	□ 2,436,303	W□□r O□□	100□	0□	□ 2,436,303	□ -
□□□ 46-02 R□□□r/M□□□B□d□□	□ 317,3□2	□ -	□ 317,3□2	W□□r O□□	100□	0□	□ 317,3□2	□ -
□□□ 46-03 R□□□r/M□□□- V□□□□□	□ 26,551	□ -	□ 26,551	W□□r O□□	100□	0□	□ 26,551	□ -
□□□ 47-00 Pr□□□□ & B□d□□	□ 61	□ -	□ 61	W□□r O□□	100□	0□	□ 61	□ -
□□□ 4□-00 O□□r C□r□□□ & O□□□	□ 7,46□	□ -	□ 7,46□	W□□r O□□	100□	0□	□ 7,46□	□ -
□□□ 52-00 O□r□□□□ S□□□□□	□ 2,665,111	□ 878,167 (4)	□ 3,543,278	W□□r O□□	100□	0□	□ 3,543,278	□ -
□□□ 52-07 □□□□r□□ S□□□□□	□ 4,0□5	□ -	□ 4,0□5	W□□r O□□	100□	0□	□ 4,0□5	□ -
□□□ 52-30 F□□,O□& L□r□□□□	□ 67,376	□ -	□ 67,376	W□□r O□□	100□	0□	□ 67,376	□ -
□□□ 53-00 R□d M□□r□□/S□□□□□	□ □,572	□ -	□ □,572	W□□r O□□	100□	0□	□ □,572	□ -
□□□ 54-00 M□ □r□□□/P□□□□□□	□ -	□ -	□ -	W□□r O□□	100□	0□	□ -	□ -
□□□ 55-00 Tr□□□□	□ 25,233	□ -	□ 25,233	W□□r O□□	100□	0□	□ 25,233	□ -
□□□ T□□□ O□r□□□ E□□□d□□r□□	□ □□□□□□□	□ □□□□□□□	□ □□□□□□□				□ □□□□□□□	□ □
□□□ **TOTAL □□□□ D□AL PLANT**	□ □□□□□□□	□ □□□□□□□	□ □□□□□□□				□ □□□□□□□	□ □

A	B	C	D	E	F	G	□	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
□□□ □□□□ □ **ATER FIELD OPERATIONS**								
□□□ S□□r□□ □ B□□□□□								
□□□ 12-00 R□□□□r S□□r□□ & W□□□	□ 1,728,430	□ -	□ 1,728,430	W□□r F□d O□□r□□□□PS	□□□	1□	□ 1,711,□36	□ 16,4□4
□□□ 12-12 A□r□□P□□□□	□ 23,752	□ -	□ 23,752	W□□r F□d O□□r□□□□PS	□□□	1□	□ 23,525	□ 227
□□□ 13-00 O□□r S□□r□□ & W□□□	□ 68,438	□ -	□ 68,438	W□□r O□□	100□	0□	□ 68,438	□ -
□□□ 14-00 O□r□□ □	□ 15□,167	□ -	□ 15□,167	W□□r O□□	100□	0□	□ 15□,167	□ -
□□□ 20-00 C□□□□□/S□□□ A□□□ □□□□	□ 770	□ -	□ 770	W□□r O□□	100□	0□	□ 770	□ -
□□□ 21-00 FICA T□□□	□ 145,678	□ -	□ 145,678	W□□r F□d O□□r□□□□PS	□□□	1□	□ 144,287	□ 1,3□0
□□□ 22-00 R□□r□ □□□C□□r□□□□	□ 216,364	□ -	□ 216,364	W□□r F□d O□□r□□□□PS	□□□	1□	□ 214,2□□	□ 2,065
□□□ 23-00 L□□/H□□□ I□□r□□□	□ 487,634	□ -	□ 487,634	W□□r F□d O□□r□□□□PS	□□□	1□	□ 482,□81	□ 4,653
□□□ 24-00 W□r□□r'□C□□ □□□□□□□	□ 10□,48□	□ -	□ 10□,48□	W□□r F□d O□□r□□□□PS	□□□	1□	□ 108,444	□ 1,045
□□□ 26-00 OPEB H□□□ E□□□□□	□ 83,06□	□ -	□ 83,06□	W□□r F□d O□□r□□□□PS	□□□	1□	□ 82,276	□ 7□3
□□□ 27-00 C□□□r□□ P□□	□ 23,650	□ -	□ 23,650	W□□r O□□	100□	0□	□ 23,650	□ -
□□□ T□□□ S□□r□□ □ B□□□□□	□ □□□□□□	□ □	□ □□□□□□				□ □□□□□□	□ □□□□□
□□□ O□r□□□ E□□□d□□r□□								
□□□ 31-00 Pr□□□□□□□S□r□□□	□ 2,78□	□ -	□ 2,78□	W□□r O□□	100□	0□	□ 2,78□	□ -
□□□ 34-00 C□□r□□S□r□□□	□ 38,4□3	□ -	□ 38,4□3	W□□r O□□	100□	0□	□ 38,4□3	□ -
□□□ 40-00 Tr□□□& P□r D□□	□ 2,375	□ -	□ 2,375	W□□r O□□	100□	0□	□ 2,375	□ -
□□□ 41-00 C□□ □ □□□□□□	□ 1□,306	□ -	□ 1□,306	W□□r O□□	100□	0□	□ 1□,306	□ -
□□□ 42-00 P□□□□□ & Fr□□□	□ 2,538	□ -	□ 2,538	W□□r O□□	100□	0□	□ 2,538	□ -
□□□ 43-00 E□□r□/W□□r/S□□r S□r□□	□ 73,786	□ -	□ 73,786	W□□r O□□	100□	0□	□ 73,786	□ -
□□□ 44-00 R□□□□ & L□□□□	□ 3,201	□ -	□ 3,201	W□□r O□□	100□	0□	□ 3,201	□ -
□□□ 45-00 I□□r□□□	□ 17,552	□ -	□ 17,552	W□□r O□□	100□	0□	□ 17,552	□ -
□□□ 46-00 R□□□r□ & M□□□□□□□	□ 2,361,373	□ -	□ 2,361,373	W□□r O□□	100□	0□	□ 2,361,373	□ -
□□□ 46-02 R□□□r/M□□□B□d□□	□ 82,465	□ -	□ 82,465	W□□r O□□	100□	0□	□ 82,465	□ -
□□□ 46-03 R□□□r/M□□□- V□□□□□	□ 72,758	□ -	□ 72,758	W□□r O□□	100□	0□	□ 72,758	□ -
□□□ 47-00 Pr□□□□ & B□d□□	□ 25	□ -	□ 25	W□□r O□□	100□	0□	□ 25	□ -
□□□ 4□-00 O□□r C□r□□□ & O□□□	□ 2,112	□ -	□ 2,112	W□□r O□□	100□	0□	□ 2,112	□ -
□□□ 52-00 O□r□□□□ S□□□□□	□ 118,48□	□ -	□ 118,48□	W□□r O□□	100□	0□	□ 118,48□	□ -
□□□ 52-07 □□□□r□□ S□□□□□	□ 3,050	□ -	□ 3,050	W□□r O□□	100□	0□	□ 3,050	□ -
□□□ 52-30 F□□,O□& L□r□□□□	□ 75,344	□ -	□ 75,344	W□□r O□□	100□	0□	□ 75,344	□ -
□□□ 53-00 R□d M□□r□□/S□□□□□	□ 5,602	□ -	□ 5,602	W□□r O□□	100□	0□	□ 5,602	□ -
□□□ 54-00 M□□ □r□□□/P□□□□□□□	□ 255	□ -	□ 255	W□□r O□□	100□	0□	□ 255	□ -
□□□ 55-00 Tr□□□□	□ 3,64□	□ -	□ 3,64□	W□□r O□□	100□	0□	□ 3,64□	□ -
□□□ T□□□ O□r□□□□ E□□□d□□r□□	□ □□□□□□	□ □	□ □□□□□□				□ □□□□□□	□ □
□□□ **TOTAL □□□□□ □ ATER FIELD OPERATIONS**	□ □□□□□□	□ □	□ □□□□□□				□ □□□□□□	□ □□□□□

A	B	C	D	E	F	G	□	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□ A□□□□□
□□□ **ENGINEERING**								
□□□ S□□r□□ □ B□□□□□								
□□□ 12-00 R□□□□r S□□r□□ & W□□□	□ 387,654	□ -	□ 387,654	W□□□□d 5-Y□r CIP	88□	12□	□ 341,□65	□ 45,6□0
□□□ 12-12 A□r□□P□□□	□ 11,12□	□ -	□ 11,12□	W□□□□d 5-Y□r CIP	88□	12□	□ □,818	□ 1,312
□□□ 13-00 O□□r S□□r□□ & W□□□	□ 64,350	□ -	□ 64,350	W□□□□d 5-Y□r CIP	88□	12□	□ 56,765	□ 7,584
□□□ 14-00 O□r□□ □	□ 132	□ -	□ 132	W□□□□d 5-Y□r CIP	88□	12□	□ 117	□ 16
□□□ 21-00 FICA T□□□	□ 35,243	□ -	□ 35,243	W□□□□d 5-Y□r CIP	88□	12□	□ 31,08□	□ 4,154
□□□ 22-00 R□□r□□ □□□C□□r□□□□□	□ 33,□□6	□ -	□ 33,□□6	W□□□□d 5-Y□r CIP	88□	12□	□ 2□,□8□	□ 4,007
□□□ 23-00 L□□/H□□□ I□□r□□□	□ 155,464	□ -	□ 155,464	W□□□□d 5-Y□r CIP	88□	12□	□ 137,141	□ 18,323
□□□ 24-00 W□r□r'□C□□ □□□□□□	□ 4,657	□ -	□ 4,657	W□□□□d 5-Y□r CIP	88□	12□	□ 4,108	□ 54□
□□□ 26-00 OPEB H□□□ E□□□□	□ 20,127	□ -	□ 20,127	W□□□□d 5-Y□r CIP	88□	12□	□ 17,755	□ 2,372
□□□ 27-00 C□□□r□□ P□□	□ 21,□50	□ -	□ 21,□50	W□□□□d 5-Y□r CIP	88□	12□	□ 1□,363	□ 2,587
□□□ T□□□ S□□r□□ □ B□□□□□	□	□ □	□				□	□
□□□ O□r□□□ E□□□d□r□□								
□□□ 31-03 E□□□□r□□ S□r□□□	□ -	□ -	□ -	W□□□□d 5-Y□r CIP	88□	12□	□ -	□ -
□□□ 34-00 C□□r□□ S□r□□□	□ 73,□44	□ -	□ 73,□44	W□□□□d 5-Y□r CIP	88□	12□	□ 65,22□	□ 8,715
□□□ 40-00 Tr□□□& P□r D□□	□ 7	□ -	□ 7	W□□□□d 5-Y□r CIP	88□	12□	□ 7	□ 1
□□□ 41-00 C□□ □ □□□□□	□ 2,880	□ -	□ 2,880	W□□□□d 5-Y□r CIP	88□	12□	□ 2,541	□ 33□
□□□ 42-00 P□□□□ & Fr□□□	□ 304	□ -	□ 304	W□□□□d 5-Y□r CIP	88□	12□	□ 268	□ 36
□□□ 45-00 I□□r□□□	□ 2,2□□	□ -	□ 2,2□□	W□□□□d 5-Y□r CIP	88□	12□	□ 2,028	□ 271
□□□ 46-00 R□□□r□ & M□□□□□□	□ 5,242	□ -	□ 5,242	W□□□□d 5-Y□r CIP	88□	12□	□ 4,624	□ 618
□□□ 46-03 R□□□r/M□□□- V□□□□	□ 3,743	□ -	□ 3,743	W□□□□d 5-Y□r CIP	88□	12□	□ 3,302	□ 441
□□□ 47-00 Pr□□□□ & B□d□□	□ 58	□ -	□ 58	W□□□□d 5-Y□r CIP	88□	12□	□ 51	□ 7
□□□ 4□-00 O□□r C□r□□ & O□□.	□ 716	□ -	□ 716	W□□□□d 5-Y□r CIP	88□	12□	□ 632	□ 84
□□□ 52-00 O□r□□□ S□□□□□	□ □,750	□ -	□ □,750	W□□□□d 5-Y□r CIP	88□	12□	□ 8,601	□ 1,14□
□□□ 52-30 F□□,O□& L□r□□□	□ 4,□12	□ -	□ 4,□12	W□□□□d 5-Y□r CIP	88□	12□	□ 4,333	□ 57□
□□□ 54-00 M□□ □r□□□/P□□□□□	□ 358	□ -	□ 358	W□□□□d 5-Y□r CIP	88□	12□	□ 316	□ 42
□□□ 55-00 Tr□□□	□ 5□0	□ -	□ 5□0	W□□□□d 5-Y□r CIP	88□	12□	□ 520	□ 70
□□□ T□□□ O□r□□□ E□□□d□r□□	□	□ □	□				□	□
□□□ **TOTAL □□□□ ENGINEERING**	□	□ □	□				□	□
□□□ □□□ □ **ATER RECLAMATION**								
□□□ S□□r□□ □ B□□□□□								
□□□ 12-00 R□□□□r S□□r□□ & W□□□	□ 724,73□	□ -	□ 724,73□	S□□□r / R□□□ O□□	0□	100□	□ -	□ 724,73□
□□□ 12-12 A□r□□P□□□	□ 31,36□	□ -	□ 31,36□	S□□□r / R□□□ O□□	0□	100□	□ -	□ 31,36□
□□□ 13-00 O□□r S□□r□□ & W□□□	□ 54,163	□ -	□ 54,163	S□□□r / R□□□ O□□	0□	100□	□ -	□ 54,163
□□□ 14-00 O□r□□ □	□ 66,3□1	□ -	□ 66,3□1	S□□□r / R□□□ O□□	0□	100□	□ -	□ 66,3□1
□□□ 20-00 C□□□□□/S□□□ A□□□	□ 440	□ -	□ 440	S□□□r / R□□□ O□□	0□	100□	□ -	□ 440
□□□ 21-00 FICA T□□□	□ 63,345	□ -	□ 63,345	S□□□r / R□□□ O□□	0□	100□	□ -	□ 63,345
□□□ 22-00 R□□r□□ □□□C□□r□□□□□	□ 211,522	□ -	□ 211,522	S□□□r / R□□□ O□□	0□	100□	□ -	□ 211,522
□□□ 23-00 L□□/H□□□ I□□r□□□	□ 188,581	□ -	□ 188,581	S□□□r / R□□□ O□□	0□	100□	□ -	□ 188,581
□□□ 24-00 W□r□r'□C□□ □□□□□□	□ 3□,301	□ -	□ 3□,301	S□□□r / R□□□ O□□	0□	100□	□ -	□ 3□,301
□□□ 26-00 OPEB H□□□ E□□□□	□ 21,18□	□ -	□ 21,18□	S□□□r / R□□□ O□□	0□	100□	□ -	□ 21,18□
□□□ 27-00 C□□□r□□ P□□	□ 13,250	□ -	□ 13,250	S□□□r / R□□□ O□□	0□	100□	□ -	□ 13,250
□□□ T□□□ S□□r□□ □ B□□□□□	□	□ □	□				□	□

A		B	C	D	E	F	G	□	I
					SER□ICE ALLOCATION				
		B□□□ □□□r A□□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□□	A□□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
□□□	O□□r□□□□ E□□□□d□□r□□								
□□□	31-00 Pr□□□□□□□□□S□r□□□□	□ 6,117	□ -	□ 6,117	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 6,117
□□□	34-00 C□□r□□□S□r□□□□	□ 62,5□8	□ -	□ 62,5□8	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 62,5□8
□□□	40-00 Tr□□□& P□r D□□	□ 1,055	□ -	□ 1,055	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 1,055
□□□	41-00 C□□ □ □□□□□□□	□ 7,744	□ -	□ 7,744	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 7,744
□□□	42-00 P□□□□□& Fr□□□□	□ 3,616	□ -	□ 3,616	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 3,616
□□□	43-00 E□□□r□/W□□r/S□□ □r S□r□□□	□ 161,752	□ -	□ 161,752	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 161,752
□□□	44-00 R□□□□□& L□□□□□	□ 2,342	□ -	□ 2,342	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 2,342
□□□	45-00 I□□r□□□	□ 1,813	□ -	□ 1,813	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 1,813
□□□	46-00 R□□□r□& M□□□□□□□□	□ 232,372	□ -	□ 232,372	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 232,372
□□□	46-02 R□□□r/M□□□B□d□□	□ 28,43□	□ -	□ 28,43□	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 28,43□
□□□	46-03 R□□□r/M□□□- V□□□□□	□ 4,768	□ -	□ 4,768	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 4,768
□□□	4□-00 O□□r C□r□□□& O□□.	□ 6,338	□ -	□ 6,338	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 6,338
□□□	52-00 O□r□□□□ S□□□□□	□ 151,167	□ -	□ 151,167	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 151,167
□□□	52-07 □□□□r□□S□□□□□	□ 1,841	□ -	□ 1,841	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 1,841
□□□	52-30 F□□, O□& L□r□□□□	□ 4,360	□ -	□ 4,360	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 4,360
□□□	54-00 M□□ □r□□□/P□□□□□□□	□ 460	□ -	□ 460	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 460
□□□	55-00 Tr□□□□	□ 2,171	□ -	□ 2,171	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 2,171
□□□	T□□□ O□r□□□□ E□□□□d□□r□□	□ □□□□□□	□ □	□ □□□□□□				□ □	□ □□□□□□
□□□	**TOTAL □□□□□ □ ATER RECLAMATION**	□ □□□□□□□	□ □	□ □□□□□□□				□ □	□ □□□□□□□
□□□	**□□□□ SE□ ER FIELD OPERATIONS**								
□□□	S□□r□□□ □ B□□□□□□								
□□□	12-00 R□□□□r S□□r□□□& W□□□□	□ 506,625	□ -	□ 506,625	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 506,625
□□□	14-00 O□r□□□ □	□ 37,115	□ -	□ 37,115	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 37,115
□□□	20-00 C□□□□□□/S□□□ A□□□ □□□□□	□ 385	□ -	□ 385	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 385
□□□	21-00 FICA T□□□□	□ 38,1□5	□ -	□ 38,1□5	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 38,1□5
□□□	22-00 R□□r□□ □□□C□□□r□□□□□	□ 183,350	□ -	□ 183,350	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 183,350
□□□	23-00 L□□/H□□□□ I□□□r□□□	□ 166,316	□ -	□ 166,316	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 166,316
□□□	24-00 W□r□□r'□C□□ □□□□□□□	□ 27,274	□ -	□ 27,274	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 27,274
□□□	26-00 OPEB H□□□□ E□□□□□□	□ 8,788	□ -	□ 8,788	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 8,788
□□□	27-00 C□□□□r□□ P□□□	□ 7,200	□ -	□ 7,200	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 7,200
□□□	T□□□ S□□r□□□ □ B□□□□□□	□ □□□□□□	□ □	□ □□□□□□				□ □	□ □□□□□□

A	B	C	D	E	F	G	□	I
				SERVICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
□□□	O□□r□□□□ E□□□□d□□r□□							
□□□	34-00 C□□r□□□S□r□□□□	□ 11,081	□ -	□ 11,081	S□□□r / R□□□□ O□□	0□	100□	□ - □ 11,081
□□□	40-00 Tr□□□& P□r D□□	□ 7	□ -	□ 7	S□□□r / R□□□□ O□□	0□	100□	□ - □ 7
□□□	41-00 C□□ □ □□□□□□	□ 3,705	□ -	□ 3,705	S□□□r / R□□□□ O□□	0□	100□	□ - □ 3,705
□□□	42-00 P□□□□□& Fr□□□	□ 1,616	□ -	□ 1,616	S□□□r / R□□□□ O□□	0□	100□	□ - □ 1,616
□□□	43-00 E□□r/W□□r/S□□r S□r□□	□ 71,067	□ -	□ 71,067	S□□□r / R□□□□ O□□	0□	100□	□ - □ 71,067
□□□	44-00 R□□□□& L□□□□	□ 511	□ -	□ 511	S□□□r / R□□□□ O□□	0□	100□	□ - □ 511
□□□	45-00 I□□r□□□	□ 6,626	□ -	□ 6,626	S□□□r / R□□□□ O□□	0□	100□	□ - □ 6,626
□□□	46-00 R□□□r□& M□□□□□□□	□ 377,564	□ -	□ 377,564	S□□□r / R□□□□ O□□	0□	100□	□ - □ 377,564
□□□	46-03 R□□□r/M□□□- V□□□□□	□ 24,672	□ -	□ 24,672	S□□□r / R□□□□ O□□	0□	100□	□ - □ 24,672
□□□	47-00 Pr□□□□& B□d□□	□ 171	□ -	□ 171	S□□□r / R□□□□ O□□	0□	100□	□ - □ 171
□□□	4□-00 O□□r C□r□□& O□□.	□ 601	□ -	□ 601	S□□□r / R□□□□ O□□	0□	100□	□ - □ 601
□□□	52-00 O□r□□□□ S□□□□□	□ 34,15□	□ -	□ 34,15□	S□□□r / R□□□□ O□□	0□	100□	□ - □ 34,15□
□□□	52-30 F□□,O□& L□r□□□□	□ 23,866	□ -	□ 23,866	S□□□r / R□□□□ O□□	0□	100□	□ - □ 23,866
□□□	53-00 R□d M□□r□□/S□□□□□	□ □0□	□ -	□ □0□	S□□□r / R□□□□ O□□	0□	100□	□ - □ □0□
□□□	54-00 M□□ □r□□/P□□□□□□	□ -	□ -	□ -	S□□□r / R□□□□ O□□	0□	100□	□ - □ -
□□□	55-00 Tr□□□□	□ -	□ -	□ -	S□□□r / R□□□□ O□□	0□	100□	□ - □ -
□□□	T□□□ O□r□□□□ E□□□□d□r□□	□ □□□□□□	□ □	□ □□□□□□				□ □ □ □□□□□□
□□□	**TOTAL □□□□□ SE□ ER FIELD OPERATIONS**	□ □□□□□□□	□ □	□ □□□□□□□				□ □ □ □□□□□□□
□□□	**DEBT SER□ICE**							
□□□	E□□□□□ S□□□r L□□ D□□□S□r□□							
□□□	S□r□□ 1□□ B□□d - Pr□□□□□	□ 1,170,000	□ -	□ 1,170,000	S□r□□ 1□□ B□□d	□6□	4□	□ 1,128,355 □ 41,645
□□□	S□r□□ 1□□ B□□d - I□□r□□	□ 1□4,250	□ -	□ 1□4,250	S□r□□ 1□□ B□□d	□6□	4□	□ 187,336 □ 6,□14
□□□	S□r□□ 2003 - Pr□□□□□	□ 1,250,000	□ -	□ 1,250,000	S□r□□ 2003 B□□d	□7□	3□	□ 1,206,537 □ 43,463
□□□	S□r□□ 2003 - I□□r□□	□ 640,275	□ -	□ 640,275	S□r□□ 2003 B□□d	□7□	3□	□ 618,012 □ 22,263
□□□	S□r□□ 200□A B□□d - Pr□□□□□	□ -	□ -	□ -	S□r□□ 200□A B□□d	□4□	6□	□ - □ -
□□□	S□r□□ 200□A B□□d - I□□r□□	□ 440,□6□	□ -	□ 440,□6□	S□r□□ 200□A B□□d	□4□	6□	□ 412,44□ □ 28,520
□□□	S□r□□ 200□B B□□d - Pr□□□□□	□ -	□ -	□ -	S□r□□ 200□B B□□d	□6□	4□	□ - □ -
□□□	S□r□□ 200□B B□□d - I□□r□□	□ 5□0,750	□ -	□ 5□0,750	S□r□□ 200□B B□□d	□6□	4□	□ 56□,723 □ 21,027
□□□	S□r□□ 2010 BAB - Pr□□□□□	□ -	□ -	□ -	S□r□□ 2010 BAB	100□	0□	□ - □ -
□□□	S□r□□ 2010 BAB - I□□r□□	□ 1,866,313	□ -	□ 1,866,313	S□r□□ 2010 BAB	100□	0□	□ 1,866,313 □ -
□□□	S□r□□ 2010 BAB - S□□□d	□ (5□5,374)	□ -	□ (5□5,374)	S□r□□ 2010 BAB	100□	0□	□ (5□5,374) □ -
□□□	T□□□ E□□□□□ S□□□r L□□ D□□□S□r□□	□ □□□□□□	□ □	□ □□□□□□				□ □□□□□□ □ □□□□□□

A	B	C	D	E	F	G	□	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□□	A□□□□□□□□ F□□□r □r□□ S□□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□□
E□□□□□ S□□□rd□□□□ D□□□S□r□□□								
SRL 517010 - Pr□□□□□□	□ 2□5,504	□ -	□ 2□5,504	SRL 517010	100□	0□	□ 2□5,504	□ -
SRL 517010 - I□□r□□□	□ 65,27□	□ -	□ 65,27□	SRL 517010	100□	0□	□ 65,27□	□ -
SRL 517020 - Pr□□□□□□	□ 230,751	□ -	□ 230,751	SRL 517020	100□	0□	□ 230,751	□ -
SRL 517020 - I□□r□□□	□ 62,334	□ -	□ 62,334	SRL 517020	100□	0□	□ 62,334	□ -
SRL 517030 - Pr□□□□□□	□ 521,267	□ -	□ 521,267	SRL 517030	100□	0□	□ 521,267	□ -
SRL 517030 - I□□r□□□	□ 14□,□22	□ -	□ 14□,□22	SRL 517030	100□	0□	□ 14□,□22	□ -
SRL 202P - Pr□□□□□□	□ 161,870	□ -	□ 161,870	SRL 202P	0□	100□	□ -	□ 161,870
SRL 202P - I□□r□□□	□ 33,465	□ -	□ 33,465	SRL 202P	0□	100□	□ -	□ 33,465
SRL 517040 - Pr□□□□□□	□ □□,534	□ -	□ □□,534	SRL 517040	100□	0□	□ □□,534	□ -
SRL 517040 - I□□r□□□	□ 51,878	□ -	□ 51,878	SRL 517040	100□	0□	□ 51,878	□ -
SRL - 517050 - Pr□□□□□□	□ 284,707	□ -	□ 284,707	SRL 517050	100□	0□	□ 284,707	□ -
SRL - 517050 - I□□r□□□	□ 144,585	□ -	□ 144,585	SRL 517050	100□	0□	□ 144,585	□ -
SRL WW812030 - Pr□□□□□□	□ 257,2□4	□ -	□ 257,2□4	SRL WW812030	0□	100□	□ -	□ 257,2□4
SRL WW812030 - I□□r□□□	□ 143,030	□ -	□ 143,030	SRL WW812030	0□	100□	□ -	□ 143,030
SRL DW517060 - Pr□□□□□□	□ 5,26□	□ -	□ 5,26□	SRL DW517060	100□	0□	□ 5,26□	□ -
SRL DW517060 - I□□r□□□	□ 2,7□□	□ -	□ 2,7□□	SRL DW517060	100□	0□	□ 2,7□□	□ -
T□□□ E□□□□□□ S□□□rd□□□□ D□□□S□r□□□	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
N□□ D□□□S□r□□□								
I□ □□□d A□□□□□ D□□□S□r□□□ □r CIP (Fr□□ S□□□d□□ 10 □□10)	□ 576,068	□ -	□ 576,068	B□□□ Y□□r CIP	88□	12□	□ 508,172	□ 67,8□7
T□□□ N□□ D□□□S□r□□□	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
TOTAL □DEBT SER□ICE	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
OT□ER BELO□ T□E LINE E□PENSES								
L□□□r□ □□Cr□d□□								
S□□□r□□□L□□□r □□Cr□d□Dr□□ □1 - Pr□□□□□□	□ 145,000	□ -	□ 145,000	W□□□□□d T□□□ O&M E□□□□□□	83□	17□	□ 120,8□5	□ 24,105
S□□□r□□□L□□□r □□Cr□d□Dr□□ □1 - I□□r□□□	□ 8,850	□ -	□ 8,850	W□□□□□d T□□□ O&M E□□□□□□	83□	17□	□ 7,37□	□ 1,471
S□□□r□□□L□□□r □□Cr□d□Dr□□ □3 - Pr□□□□□□	□ 64,000	□ -	□ 64,000	W□□□□□d T□□□ O&M E□□□□□□	83□	17□	□ 53,361	□ 10,63□
S□□□r□□□L□□□r □□Cr□d□Dr□□ □3 - I□□r□□□	□ 3,□00	□ -	□ 3,□00	W□□□□□d T□□□ O&M E□□□□□□	83□	17□	□ 3,252	□ 648
S□□□r□□□L□□□r □□Cr□d□Dr□□ □4 - Pr□□□□□□	□ 65,000	□ -	□ 65,000	W□□□□□d T□□□ O&M E□□□□□□	83□	17□	□ 54,1□4	□ 10,806
S□□□r□□□L□□□r □□Cr□d□Dr□□ □4 - I□□r□□□	□ 3,650	□ -	□ 3,650	W□□□□□d T□□□ O&M E□□□□□□	83□	17□	□ 3,044	□ 607
S□□□r□□□L□□□r □□Cr□d□Dr□□ □5 - Pr□□□□□□	□ 40,000	□ -	□ 40,000	W□□□□□d T□□□ O&M E□□□□□□	83□	17□	□ 33,350	□ 6,650
S□□□r□□□L□□□r □□Cr□d□Dr□□ □5 - I□□r□□□	□ 3,452	□ -	□ 3,452	W□□□□□d T□□□ O&M E□□□□□□	83□	17□	□ 2,878	□ 574
T□□□ L□□□r□ □□Cr□d□□	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
TOTAL □OT□ER BELO□ T□E LINE E□PENSES	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
OT□ER □SES								
C□□□ F□□d□d C□□□□□								
I□ □□□d C□□□ F□□d□d CIP (Fr□□ S□□□d□□ 10 □□10)	□ 4,6□7,576	□ -	□ 4,6□7,576	B□□□ Y□□r CIP	88□	12□	□ 4,143,□0□	□ 553,667
T□□□ C□□□ F□□d□d C□□□□□	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
L□□□□ C□□□□□ O□□□□□								
C□□r□□□□d C□□□□□ F□□d□ U□□d □r CIP □□ C□rr□□□ FY	□ -	□ -	□ -	B□□□ Y□□r CIP (5)	88□	12□	□ -	□ -
W□□r I□ □□□□ F□□□ U□□d □r P□□□ □□□□□ D□□□	□ (1,435,760)	□ - (6)	□ (1,435,760)	W□□r O□□	100□	0□	□ (1,435,760)	□ -
S□□ □r I□ □□□□ F□□□ U□□d □r P□□□ □□□□□ D□□□	□ (50,425)	□ - (6)	□ (50,425)	S□□ □r / R□□□□ O□□	0□	100□	□ -	□ (50,425)
W□□r Pr□□□□□ P□d □ □□□ I□ □□□□ F□□□	□ -	□ -	□ -	W□□r O□□	100□	0□	□ -	□ -

	A	B	C	D	E	F	G	□	I
					SERVICE ALLOCATION				
		B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□r S□□ □r□ R□□□□ A□□□□□
□□□	S□□ □r Pr□□□□□ P□d □ □□ I□ □□□□ F□□□	□ -	□ -	□ -	S□□ □r / R□□□□ O□□	0□	100□	□ -	□ -
□□□	T□□□ C□□□□□ O□□□□□	□ □□□□□□□□□□	□ □	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□	□□□ □□ F□□d B□□□□□								
□□□	R□□□r□□ F□□d B□□□□□ U□□d □□r C□□□ F□□□ D□□□□□	□ -	□ -	□ -	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ -	□ -
□□□	T□□□□□ □□ □□F□□d B□□□□□	□ □	□ □	□ □				□ □	□ □
□□□	**TOTAL □OT□ER □SES**	□ □□□□□□□□□□	□ □	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□	**OFFSETTING RE□EN□ES**								
□□□	O□□□r O□r□□□□ R□□□□□□								
□□□	W□□□r C□□□□□□□□□ F□□	□ (442,243)	□ -	□ (442,243)	W□□□r O□□	100□	0□	□ (442,243)	□ -
□□□	W□□□r H□dr□□ F□□□	□ (2,776,051)	□ -	□ (2,776,051)	W□□□r O□□	100□	0□	□ (2,776,051)	□ -
□□□	H□dr□□ R□□d F□□ T□□□	□ (5,000)	□ -	□ (5,000)	W□□□r O□□	100□	0□	□ (5,000)	□ -
□□□	B□□□□□□ D□□□□ T□□□	□ (181,076)	□ -	□ (181,076)	W□□□r O□□	100□	0□	□ (181,076)	□ -
□□□	□□□ □□r M□□r□	□ (2,000)	□ -	□ (2,000)	W□□□r O□□	100□	0□	□ (2,000)	□ -
□□□	P□□□ R□□□□ / C□□□□ I□□□□□	□ (30,500)	□ -	□ (30,500)	W□□□r O□□	100□	0□	□ (30,500)	□ -
□□□	B□□□□□□ PRV/RLCT T□□ □	□ (□70)	□ -	□ (□70)	W□□□r O□□	100□	0□	□ (□70)	□ -
□□□	S□□□r Gr□□□ Tr□□ P□r□ □□□	□ (6,442)	□ -	□ (6,442)	S□□ □r / R□□□□ O□□	0□	100□	□ -	□ (6,442)
□□□	S□□ □r C□□□□□□□□ F□□	□ (3,101)	□ -	□ (3,101)	S□□ □r / R□□□□ O□□	0□	100□	□ -	□ (3,101)
□□□	R□□□□ W□□r I□□□□□□□□	□ (6,2□□)	□ -	□ (6,2□□)	S□□ □r / R□□□□ O□□	0□	100□	□ -	□ (6,2□□)
□□□	362 - R□□□□ □□d R□□□□□□	□ (1,300)	□ -	□ (1,300)	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ (1,084)	□ (216)
□□□	364 - S□□□ □□F□□d A□□□□	□ (146,505)	□ -	□ (146,505)	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ (122,150)	□ (24,355)
□□□	365 - S□□□ □□S□r□□□ S□r□□	□ (7,028)	□ -	□ (7,028)	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ (5,860)	□ (1,168)
□□□	36□ - O□□r M□□. R□□□□□□	□ (67,7□4)	□ -	□ (67,7□4)	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ (56,524)	□ (11,270)
□□□	N□□I□□/D□□ - FMV I□□□□□ □□□	□ 66,087	□ -	□ 66,087	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 55,101	□ 10,□86
□□□	T□□□ O□□r O□r□□□□ R□□□□□□	□ □□□□□□□□□□	□ □	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□	I□□r□□□ I□□□□ □								
□□□	I□□r□□□ I□□□□ □	□ (248,543)	□ -	□ (248,543)	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ (207,225)	□ (41,318)
□□□	T□□□ I□□r□□□ I□□□□ □	□ □□□□□□□□□□	□ □	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□	**TOTAL □OFFSETTING RE□EN□ES**	□ □□□□□□□□□□	□ □	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□	T□□□□	□ □□□□□□□□□□	□ □□□□□□□□□□	□ □□□□□□□□□□				□ □□□□□□□□□□ □□□□□	□ □□□□□□□□

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(1) W□□□r Ad□ □□ - R□□ □□□d □□□□□□□□□r□□□ □□□ □□ □□□□ □□ □□r□□□r□□□ □□□□□□□□□□ □□ S□□d□□ 3.

(2) D□r□□□□□□□ E□□□□□□ □□ □□□□□□□□d□d □□ □□□□□□□□ □□ □□□□ □□□□ □□□□ □□□□□□□□.

(3) TO R□□r□□□d A□□□□425 - T□□□ □□□r□□□d r□□□□r □□ □□□ d□□□□□r□□□ □□□d r□□ □ □□□□ d□□□□□r□□□ □□ □□□d. A□□□□□d□□□□□r□□□ □□ □r□□□□□□ □□d □□□□□□□d □□ □□□□□□□□ □□d□r □□□ D□□□S□r□□□ □□□□□□□, □□ □□□□ r□□□□r □□r□□ □□□d □□ □□□d d□□□□□ □□□□□□□□.

(4) D□□□P□□□□- S□□ □ □□□ □□□ □ □□□□d□ □□r□□□□ □□□□□ □□□□□□□□□d □ □□□ □□r□□□d r□d□□□□□. A□□□□□B□□□ Y□□r □□□□ □□r □ □d □r□ □□□r□□□□□□d □r R□□□□□□□C□□□□ □r d□□ □□d r□□ S□□d□□ 3.

(5) C□□r□□□□d C□□□□□F□□d□ U□□d □r CIP □ C□rr□□FY □□□□□ □□□□□□d □□□□rd□□ □□ □□□ □□□r□ □□□□□ □r□□□.

(6) R□r□□□□□□r□□□r□□□□□□□ r□□d □□ □□□ □□□ □□□□ □□□□□□□□□ □□ □□□ □r d□□□□□r□□□.

N□□: M□□r □□□□□□□□□□□□□ □□□□ □ □r□ □□□□□ □□□□O&M □□□□□□□□□, □□ □□□□ □r□ □□□□d□d □ □□□□□ □□□ CIP.

N□□: O□□□□□□□□ R□□□□□□□□ □□ □□□ R□□□□□r□□□ □□□□□□□□□□□ □□□□d□r□□□□r□□□ r□□□□□□□, r□□□□□□□□ □r□d □□□□□□d, □□□□□□□□□□□□□□□r□□□□□□□, □□d BABS Gr□□□(□□□□d□d □□ d□□□□□r□□□).

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	B□□□ □□□r □ □□r A□□□□□	A□□□□□□□ F□□□r □r□□ S□□□d□□ □ □□□□□	R□□□□□□ R□□□	R□□□ O□□	B□□□ □□□r R□□□□□□R□□□ A□□□□□	B□□□ □□□r R□□□O□□ A□□□□
□□□□ FIELD SER□ICES						
S□□r□□ □ B□□□□						
12-00 R□□□□r S□□r□□ & W□□□	6□5,147	R□□□O□□	0□	100□	-	6□5,147
12-12 A□r□□P□□□	23,30□	R□□□O□□	0□	100□	-	23,30□
13-00 O□r S□□r□□ & W□□□	56,084	R□□□O□□	0□	100□	-	56,084
14-00 O□r□ □	1,057	R□□□O□□	0□	100□	-	1,057
20-00 C□□/S□□ A□□	□□	R□□□O□□	0□	100□	-	□□
21-00 FICA T□□	55,315	R□□□O□□	0□	100□	-	55,315
22-00 R□r□□ □□C□r□	151,135	R□□□O□□	0□	100□	-	151,135
23-00 L□/H□□ I□r□□	227,28□	R□□□O□□	0□	100□	-	227,28□
24-00 W□r□r'□C□ □	3□,521	R□□□O□□	0□	100□	-	3□,521
26-00 OPEB H□□ E□□	22,674	R□□□O□□	0□	100□	-	22,674
27-00 C□□r□ P□	7,522	R□□□O□□	0□	100□	-	7,522
T□□□S□□r□□ □ B□□□	□□□□□□□				□	□□□□□□□
O□r□□□ E□□□d□r□						
41-00 C□□ □ □□□	5,527	R□□□O□□	0□	100□	-	5,527
42-00 P□□□& Fr□□	107	R□□□O□□	0□	100□	-	107
45-00 I□□r□□	8,01□	R□□□O□□	0□	100□	-	8,01□
46-00 R□□□r□ & M□□	22,268	R□□□O□□	0□	100□	-	22,268
46-03 R□□□r/M□□□- V□□	14,037	R□□□O□□	0□	100□	-	14,037
4□-00 O□r C□r□□ & O□	108	R□□□O□□	0□	100□	-	108
52-00 O□r□□ S□□	22,755	R□□□O□□	0□	100□	-	22,755
52-30 F□□, O□& L□r□	38,144	R□□□O□□	0□	100□	-	38,144
54-00 M□□ □r□/P□	17□	R□□□O□□	0□	100□	-	17□
T□□□O□r□□□ E□□□d□r□	□□□□□□				□	□□□□□□
TOTAL □□□□ FIELD SER□ICES	□□□□□□□				□	□□□□□□□
□□□ □ ATER ADMINISTRATION						
S□□r□□ □ B□□□						
12-00 R□□□r S□□r□□ & W□□□	3□3,763	W□□□d T□□□W□□r O&M	57□	43□	224,157	16□,606
12-12 A□r□□P□□□	2,503	W□□□d T□□□W□□r O&M	57□	43□	1,425	1,078
13-00 O□r S□□r□□ & W□□□	7,077	W□□□d T□□□W□□r O&M	57□	43□	4,02□	3,048
14-00 O□r□□ □	13,10□	W□□□d T□□□W□□r O&M	57□	43□	7,463	5,647
21-00 FICA T□□	31,16□	W□□□d T□□□W□□r O&M	57□	43□	17,744	13,426
22-00 R□r□□ □□C□r□	405,577	W□□□d T□□□W□□r O&M	57□	43□	230,882	174,6□4
23-00 L□/H□□ I□r□□	78,571	W□□□d T□□□W□□r O&M	57□	43□	44,728	33,843
23-02 L□/H□□ R□r□□	105,□77	W□□□d T□□□W□□r O&M	57□	43□	60,32□	45,647
24-00 W□r□r'□C□ □	10,075	W□□□d T□□□W□□r O&M	57□	43□	5,735	4,33□
25-00 U□□ □□□ □□C□	1,558	W□□□d T□□□W□□r O&M	57□	43□	887	671
26-00 OPEB H□□ E□□	21,375	W□□□d T□□□W□□r O&M	57□	43□	12,168	□,207
27-00 C□□r□ P□	12,7□8	W□□□d T□□□W□□r O&M	57□	43□	7,286	5,513
T□□□S□□r□□ □ B□□□	□□□□□□□				□	□□□□□□

	A	B	C	D	E	F	G
			CUSTOMER ALLOCATION				
		B□□□ □□□r □ □□r A□□□□□	A□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	R□□□□□ R□□□	R□□□ O□□	B□□□ □□□r R□□□□□R□□□ A□□□□	B□□□ □□□r R□□□O□□ A□□□
□□	O□r□□□ E□□□□□						
□□	O□r□□□ E□ L□□□ C□□□□B□d D□□□ I□dr C□□A□□□						
□□	31-00 Pr□□□□□S□r□□□	□ 1□1,21□	W□□d T□□W□r O&M	57□	43□	□ 108,855	□ 82,364
□□	31-01 L□□E□□□	□ 70,82□	W□□d T□□W□r O&M	57□	43□	□ 40,321	□ 30,508
□□	31-33 E□ H□ C□r	□ 101,672	W□□d T□□W□r O&M	57□	43□	□ 57,878	□ 43,7□3
□□	32-00 A□□□□□□ & A□d	□ 36,26□	W□□d T□□W□r O&M	57□	43□	□ 20,647	□ 15,622
□□	34-00 C□r□□S□r	□ 125,000	W□□d T□□W□r O&M	57□	43□	□ 71,158	□ 53,841
□□	40-00 Tr□□& P□r D	□ 73□	W□□d T□□W□r O&M	57□	43□	□ 421	□ 318
□□	41-00 C□□ □	□ 1,558	W□□d T□□W□r O&M	57□	43□	□ 887	□ 671
□□	42-00 P□□□& Fr□	□ 3,871	W□□d T□□W□r O&M	57□	43□	□ 2,204	□ 1,668
□□	43-00 E□r/W□r/S□r S□r	□ 1,030	W□□d T□□W□r O&M	57□	43□	□ 586	□ 444
□□	44-00 R□& L□	□ 1,4□4	W□□d T□□W□r O&M	57□	43□	□ 850	□ 643
□□	45-00 I□r	□ 264,825	W□□d T□□W□r O&M	57□	43□	□ 150,757	□ 114,06□
□□	46-00 R□r& M□	□ 2,□□3	W□□d T□□W□r O&M	57□	43□	□ 1,704	□ 1,28□
□□	46-02 R□r/M□B□d	□ 1,265	W□□d T□□W□r O&M	57□	43□	□ 720	□ 545
□□	46-03 R□r/M□- V□	□ 1,141	W□□d T□□W□r O&M	57□	43□	□ 64□	□ 4□1
□□	47-00 Pr□& B□d	□ 4,273	W□□d T□□W□r O&M	57□	43□	□ 2,432	□ 1,840
□□	48-00 Pr□ □A□	□ 11,385	W□□d T□□W□r O&M	57□	43□	□ 6,481	□ 4,□04
□□	4□-00 O□r C□r□& O□	□ □,451	W□□d T□□W□r O&M	57□	43□	□ 5,380	□ 4,071
□□	4□-08 C□□ O□r & U□dr	□ 58,164	W□□d T□□W□r O&M	57□	43□	□ 33,111	□ 25,053
□□	4□-0□ D□□ □R□rd C□	□ 1,253	W□□d T□□W□r O&M	57□	43□	□ 713	□ 540
□□	4□-15 O□ I□r	□ 710	W□□d T□□W□r O&M	57□	43□	□ 404	□ 306
□□	52-00 O□r□ S□	□ 52,4□5	W□□d T□□W□r O&M	57□	43□	□ 2□,884	□ 22,611
□□	52-30 F□, O□& L□r	□ 2,033	W□□d T□□W□r O&M	57□	43□	□ 1,157	□ 876
□□	52-33 E□ H□ C□r	□ 43,803	W□□d T□□W□r O&M	57□	43□	□ 24,□36	□ 18,867
□□	54-00 M□ □r□/P□	□ 23,728	W□□d T□□W□r O&M	57□	43□	□ 13,508	□ 10,220
□□	55-00 Tr□	□ 1,230	W□□d T□□W□r O&M	57□	43□	□ 700	□ 530
□□	5□-00 D□r□ E□	□ -	W□□d T□□W□r O&M	57□	43□	□ -	□ -
□□	**G□□r□□F□□d I□dr□□C□□A□**						
□□	34-10 A□- G□□r□F□d	□ 4,474,776	W□□d T□□W□r O&M	57□	43□	□ 2,547,351	□ 1,□27,426
□□	**C□ B□d D□**						
□□	3□-00 C□	□ -	W□□d T□□W□r O&M	57□	43□	□ -	□ -
□□	4□-07 B□d D□E□	□ 82,550	R□□O□	0□	100□	□ -	□ 82,550
□□	T□□O□r□□ E□	□				□	□
□□	I□r□d Tr□r□ O□						
□□	□1-01 Tr□r □G□r□F□d 001	□ 4,52□,431	R□O□	0□	100□	□ -	□ 4,52□,431
□□	□1-25 TO R□rd A□425	□ -	R□O□	0□	100□	□ -	□ -
□□	□1-53 H□ I□r□ F□d 530	□ 337,8□4	R□O□	0□	100□	□ -	□ 337,8□4
□□	□5-01 6□ ILO Fr□F□	□ 1,157,2□3	R□O□	0□	100□	□ -	□ 1,157,2□3
□□	T□I□r□d Tr□r□ O□	□				□ □	□
□□	**TOTAL □ □ATER ADMINISTRATION**	□				□	□

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	Base Year □□r □ □□r A□□□□□	Allocation Factor □r □□ Sd□□ □ □□□□□	Rate Rate	Rate O□□	Base Year Rate A□□□□	Base Year Rate A□□□
□□	**□□□□ DUAL PLANT**					
□□	Sr□□ □ B□□□□					
□□	12-00 Rr S□□r□□ & W□□□	□ 1,423,257	R□□□/R□□	100□	0□	□ 1,423,257 □ -
□□	12-12 A□r P□□□	□ 13,055	R□□□/R□□	100□	0□	□ 13,055 □ -
□□	13-00 O□r S□r□□ & W□□□	□ 53,415	R□□□/R□□	100□	0□	□ 53,415 □ -
□□	14-00 O□r□□ □	□ 138,104	R□□□/R□□	100□	0□	□ 138,104 □ -
□□	20-00 C□□/S□□ A□□	□ 805	R□□□/R□□	100□	0□	□ 805 □ -
□□	21-00 FICA T□□	□ 11□,813	R□□□/R□□	100□	0□	□ 11□,813 □ -
□□	22-00 R□r□ □□C□r	□ 117,771	R□□□/R□□	100□	0□	□ 117,771 □ -
□□	23-00 L□/H□□ I□r	□ 450,□55	R□□□/R□□	100□	0□	□ 450,□55 □ -
□□	24-00 W□r□r'□C□	□ □2,□81	R□□□/R□□	100□	0□	□ □2,□81 □ -
□□	26-00 OPEB H□□ E□□	□ 60,820	R□□□/R□□	100□	0□	□ 60,820 □ -
□□	27-00 C□□r P□	□ 12,350	R□□□/R□□	100□	0□	□ 12,350 □ -
□□	T□□□S□□r□□ □ B□□□	□ □□□□□□				□ □□□□□□ □ □
□□	O□r□□□ E□□□d□r□					
□□	31-00 Pr□□S□r□□	□ 8,286	R□□□/R□□	100□	0□	□ 8,286 □ -
□□	34-00 C□r□S□r□□	□ 231,447	R□□□/R□□	100□	0□	□ 231,447 □ -
□□□	40-00 Tr□□& P□r D□	□ 4,587	R□□□/R□□	100□	0□	□ 4,587 □ -
□□□	41-00 C□ □	□ 62,013	R□□□/R□□	100□	0□	□ 62,013 □ -
□□□	42-00 P□□& Fr□	□ 26,210	R□□□/R□□	100□	0□	□ 26,210 □ -
□□□	43-00 E□r□/W□r/S□□r S□r□	□ 1,721,□82	R□□□/R□□	100□	0□	□ 1,721,□82 □ -
□□□	44-00 R□□& L□	□ 118,048	R□□□/R□□	100□	0□	□ 118,048 □ -
□□□	45-00 I□r□	□ □,183	R□□□/R□□	100□	0□	□ □,183 □ -
□□□	46-00 R□r□& M□	□ 2,436,303	R□□□/R□□	100□	0□	□ 2,436,303 □ -
□□□	46-02 R□r/M□B□d	□ 317,3□2	R□□□/R□□	100□	0□	□ 317,3□2 □ -
□□□	46-03 R□r/M□- V	□ 26,551	R□□□/R□□	100□	0□	□ 26,551 □ -
□□□	47-00 Pr□& B□d	□ 61	R□□□/R□□	100□	0□	□ 61 □ -
□□□	4□-00 O□r C□r□& O□	□ 7,46□	R□□□/R□□	100□	0□	□ 7,46□ □ -
□□□	52-00 O□r□ S□	□ 3,543,278	R□□□/R□□	100□	0□	□ 3,543,278 □ -
□□□	52-07 □□r S□	□ 4,0□5	R□□□/R□□	100□	0□	□ 4,0□5 □ -
□□□	52-30 F□, O□& L□r	□ 67,376	R□□□/R□□	100□	0□	□ 67,376 □ -
□□□	53-00 R□d M□r/S□	□ □,572	R□□□/R□□	100□	0□	□ □,572 □ -
□□□	54-00 M□ □r□/P□	□ -	R□□□/R□□	100□	0□	□ - □ -
□□□	55-00 Tr□	□ 25,233	R□□□/R□□	100□	0□	□ 25,233 □ -
□□□	T□□□O□r□□□ E□□□d□r□	□ □□□□□□				□ □□□□□□ □ □
□□□	**TOTAL □□□□□ DUAL PLANT**	□ □□□□□□				□ □□□□□□ □ □

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	B□□□ □□□r □ □□r A□□□□□	A□□□□□□□ F□□□r □r□□ S□□□d□□ □ □□□□□	R□□□□□□ R□□□	R□□□ O□□	B□□□ □□□r R□□□□□ R□□□ A□□□□	B□□□ □□□r R□□□ O□□ A□□□□
□□□ □ATER FIELD OPERATIONS						
S□□r□□ □ B□□□□□						
12-00 R□□□r S□□r□□ & W□□□	□ 1,711,□36	M□□ □P□□	3□	□7□	□ 55,546	□ 1,656,3□0
12-12 A□r□□P□□□	□ 23,525	M□□ □P□□	3□	□7□	□ 763	□ 22,762
13-00 O□r S□r□□ & W□□	□ 68,438	M□□ □P□□	3□	□7□	□ 2,221	□ 66,217
14-00 O□r□□ □	□ 15□,167	M□□ □P□□	3□	□7□	□ 5,164	□ 154,003
20-00 C□□□/S□□ A□□	□ 770	M□□ □P□□	3□	□7□	□ 25	□ 745
21-00 FICA T□□	□ 144,287	M□□ □P□□	3□	□7□	□ 4,682	□ 13□,606
22-00 R□□□ □□C□□□	□ 214,2□□	M□□ □P□□	3□	□7□	□ 6,□53	□ 207,346
23-00 L□/H□□ I□r	□ 482,□81	M□□ □P□□	3□	□7□	□ 15,671	□ 467,310
24-00 W□r□r'□C□	□ 108,444	M□□ □P□□	3□	□7□	□ 3,51□	□ 104,□25
26-00 OPEB H□□ E□□	□ 82,276	M□□ □P□□	3□	□7□	□ 2,670	□ 7□,607
27-00 C□□r P□	□ 23,650	M□□ □P□□	3□	□7□	□ 767	□ 22,883
T□□ S□□r□□ □ B□□□	□				□	
O□r□□ E□□d□r□						
31-00 Pr□□S□r	□ 2,78□	M□□ □P□□	3□	□7□	□ □0	□ 2,6□8
34-00 C□r□S□r	□ 38,4□3	M□□ □P□□	3□	□7□	□ 1,24□	□ 37,244
40-00 Tr□& P□r D	□ 2,375	M□□ □P□□	3□	□7□	□ 77	□ 2,2□8
41-00 C□ □	□ 1□,306	M□□ □P□□	3□	□7□	□ 626	□ 18,680
42-00 P□& Fr	□ 2,538	M□□ □P□□	3□	□7□	□ 82	□ 2,456
43-00 E□r□/W□r/S□ □r S□r	□ 73,786	M□□ □P□□	3□	□7□	□ 2,3□4	□ 71,3□1
44-00 R□& L□	□ 3,201	M□□ □P□□	3□	□7□	□ 104	□ 3,0□7
45-00 I□r	□ 17,552	M□□ □P□□	3□	□7□	□ 56□	□ 16,□82
46-00 R□r□& M□	□ 2,361,373	M□□ □P□□	3□	□7□	□ 76,618	□ 2,284,754
46-02 R□r/M□B□d	□ 82,465	M□□ □P□□	3□	□7□	□ 2,676	□ 7□,78□
46-03 R□r/M□- V	□ 72,758	M□□ □P□□	3□	□7□	□ 2,361	□ 70,3□7
47-00 Pr□& B□d	□ 25	M□□ □P□□	3□	□7□	□ 1	□ 24
4□-00 O□r C□r□& O□	□ 2,112	M□□ □P□□	3□	□7□	□ 6□	□ 2,043
52-00 O□r□S□	□ 118,48□	M□□ □P□□	3□	□7□	□ 3,845	□ 114,644
52-07 □□r□S□	□ 3,050	M□□ □P□□	3□	□7□	□ □□	□ 2,□51
52-30 F□, O□& L□r	□ 75,344	M□□ □P□□	3□	□7□	□ 2,445	□ 72,8□□
53-00 R□d M□r□/S□	□ 5,602	M□□ □P□□	3□	□7□	□ 182	□ 5,420
54-00 M□ □r□/P□	□ 255	M□□ □P□□	3□	□7□	□ 8	□ 247
55-00 Tr□	□ 3,64□	M□□ □P□□	3□	□7□	□ 118	□ 3,531
T□□ O□r□□ E□□d□r□	□				□	
TOTAL □□□ □ATER FIELD OPERATIONS	□				□	

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	B□□□ □□□r □ □□□r A□□□□□□	A□□□□□□□□ F□□□□r □□r□□ S□□□d□□□ □ □□□□□□	R□□□□□□□ R□□□□	R□□□□ O□□□	B□□□ □□□r R□□□□□□□R□□□□ A□□□□□□	B□□□ □□□r R□□□□O□□□ A□□□□□
□□□ □□□□ **ENGINEERING**						
□□□ S□□r□□□ □ B□□□□□□						
□□□ 12-00 R□□□□r S□□r□□□ & W□□□□	□ 341,□65	W□□□□d T□□□W□□r CIP	66□	34□	□ 224,265	□ 117,6□□
□□□ 12-12 A□r□□□P□□□□□	□ □,818	W□□□□d T□□□W□□r CIP	66□	34□	□ 6,43□	□ 3,37□
□□□ 13-00 O□□r S□□r□□□ & W□□□□	□ 56,765	W□□□□d T□□□W□□r CIP	66□	34□	□ 37,228	□ 1□,538
□□□ 14-00 O□r□□□ □	□ 117	W□□□□d T□□□W□□r CIP	66□	34□	□ 77	□ 40
□□□ 21-00 FICA T□□□	□ 31,08□	W□□□□d T□□□W□□r CIP	66□	34□	□ 20,38□	□ 10,700
□□□ 22-00 R□□r□□ □□□C□□r□□□□□	□ 2□,□8□	W□□□□d T□□□W□□r CIP	66□	34□	□ 1□,667	□ 10,322
□□□ 23-00 L□□/H□□□□ I□□r□□□	□ 137,141	W□□□□d T□□□W□□r CIP	66□	34□	□ 8□,□3□	□ 47,202
□□□ 24-00 W□r□□r'□C□□ □□□□□□□	□ 4,108	W□□□□d T□□□W□□r CIP	66□	34□	□ 2,6□4	□ 1,414
□□□ 26-00 OPEB H□□□□ E□□□□□	□ 17,755	W□□□□d T□□□W□□r CIP	66□	34□	□ 11,644	□ 6,111
□□□ 27-00 C□□□□r□ P□□	□ 1□,363	W□□□□d T□□□W□□r CIP	66□	34□	□ 12,6□8	□ 6,664
□□□ T□□□ S□□r□□□ □ B□□□□□□	□ □□□□□□				□ □□□□□□	□ □□□□□□
□□□ O□r□□□□ E□□□d□□r□□						
□□□ 31-03 E□□□□r□□ S□r□□□	□ -	W□□□□d T□□□W□□r CIP	66□	34□	□ -	□ -
□□□ 34-00 C□□r□□ S□r□□□	□ 65,22□	W□□□□d T□□□W□□r CIP	66□	34□	□ 42,778	□ 22,451
□□□ 40-00 Tr□□□& P□r D□□	□ 7	W□□□□d T□□□W□□r CIP	66□	34□	□ 4	□ 2
□□□ 41-00 C□□ □ □□□□□□	□ 2,541	W□□□□d T□□□W□□r CIP	66□	34□	□ 1,666	□ 874
□□□ 42-00 P□□□□□& Fr□□□	□ 268	W□□□□d T□□□W□□r CIP	66□	34□	□ 176	□ □2
□□□ 45-00 I□□r□□□	□ 2,028	W□□□□d T□□□W□□r CIP	66□	34□	□ 1,330	□ 6□8
□□□ 46-00 R□□□r□ & M□□□□□□□	□ 4,624	W□□□□d T□□□W□□r CIP	66□	34□	□ 3,033	□ 1,5□2
□□□ 46-03 R□□□r/M□□□- V□□□□□	□ 3,302	W□□□□d T□□□W□□r CIP	66□	34□	□ 2,165	□ 1,136
□□□ 47-00 Pr□□□□ & B□d□□	□ 51	W□□□□d T□□□W□□r CIP	66□	34□	□ 33	□ 18
□□□ 4□-00 O□□r C□r□□□& O□□□	□ 632	W□□□□d T□□□W□□r CIP	66□	34□	□ 414	□ 218
□□□ 52-00 O□r□□□□ S□□□□□	□ 8,601	W□□□□d T□□□W□□r CIP	66□	34□	□ 5,641	□ 2,□60
□□□ 52-30 F□□□, O□& L□r□□□□	□ 4,333	W□□□□d T□□□W□□r CIP	66□	34□	□ 2,842	□ 1,4□1
□□□ 54-00 M□□ □□r□□□/P□□□□□□□	□ 316	W□□□□d T□□□W□□r CIP	66□	34□	□ 207	□ 10□
□□□ 55-00 Tr□□□□	□ 520	W□□□□d T□□□W□□r CIP	66□	34□	□ 341	□ 17□
□□□ T□□□ O□r□□□□ E□□□d□□r□□	□ □□□□□				□ □□□□□	□ □□□□□
□□□ **TOTAL □□□□□ ENGINEERING**	□ □□□□□□				□ □□□□□□	□ □□□□□□
□□□ □□□□ □ **ATER RECLAMATION**						
□□□ S□□r□□□ □ B□□□□□□						
□□□ 12-00 R□□□□r S□□r□□□ & W□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 12-12 A□r□□□P□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 13-00 O□□r S□□r□□□ & W□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 14-00 O□r□□□ □	□ -	N/A	0□	0□	□ -	□ -
□□□ 20-00 C□□□□□□/S□□□ A□□□ □□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 21-00 FICA T□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 22-00 R□□r□□ □□□C□□r□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 23-00 L□□/H□□□□ I□□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 24-00 W□r□□r'□C□□ □□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 26-00 OPEB H□□□□ E□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 27-00 C□□□□r□ P□□	□ -	N/A	0□	0□	□ -	□ -
□□□ T□□□ S□□r□□□ □ B□□□□□□	□ □				□ □	□ □
□□□ O□r□□□□ E□□□d□□r□□						

	A	B	C	D	E	F	G
			CUSTOMER ALLOCATION				
		B□□□ □□□r □ □□r A□□□□□□	A□□□□□□□ F□□□r □r□□ S□□□d□□ □ □□□□□	R□□□□□□ R□□□	R□□□ O□□	B□□□ □□□r R□□□□□R□□□ A□□□□	B□□□ □□□r R□□□O□□ A□□□□
□□□	31-00 Pr□□□□□□□□S□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	34-00 C□□r□□□S□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	40-00 Tr□□□□& P□r D□□	□ -	N/A	0□	0□	□ -	□ -
□□□	41-00 C□□ □ □□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	42-00 P□□□□□& Fr□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	43-00 E□□r□/W□□r/S□□r S□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	44-00 R□□□□& L□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	45-00 I□□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-00 R□□□r□& M□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-02 R□□□r/M□□□B□d□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-03 R□□□r/M□□□- V□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	4□-00 O□r C□r□□□& O□□.	□ -	N/A	0□	0□	□ -	□ -
□□□	52-00 O□r□□□ S□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	52-07 □□□r□□S□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	52-30 F□□,O□& L□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	54-00 M□ □r□□/P□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	55-00 Tr□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	T□□□O□r□□□ E□□□d□r□	□ □				□ □	□ □
□□□	**TOTAL □□□ □ ATER RECLAMATION**	□ □				□ □	□ □
□□□	**□□□ SE□ ER FIELD OPERATIONS**						
□□□	S□r□ □ B□□□						
□□□	12-00 R□□□r S□r□□ & W□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	14-00 O□r□□ □	□ -	N/A	0□	0□	□ -	□ -
□□□	20-00 C□□□/S□□ A□□	□ -	N/A	0□	0□	□ -	□ -
□□□	21-00 FICA T□□	□ -	N/A	0□	0□	□ -	□ -
□□□	22-00 R□□r□ □□C□□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	23-00 L□□/H□□□ I□□r□□	□ -	N/A	0□	0□	□ -	□ -
□□□	24-00 W□r□r'□C□ □□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	26-00 OPEB H□□□ E□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	27-00 C□□r□□ P□□	□ -	N/A	0□	0□	□ -	□ -
□□□	T□□□S□r□□ □ B□□□	□ □				□ □	□ □
□□□	O□r□□□ E□□□d□r□						
□□□	34-00 C□□r□□□S□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	40-00 Tr□□□□& P□r D□□	□ -	N/A	0□	0□	□ -	□ -
□□□	41-00 C□□ □ □□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	42-00 P□□□□□& Fr□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	43-00 E□□r□/W□□r/S□□r S□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	44-00 R□□□□& L□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	45-00 I□□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-00 R□□□r□& M□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-03 R□□□r/M□□□- V□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	47-00 Pr□□□□& B□d□□	□ -	N/A	0□	0□	□ -	□ -
□□□	4□-00 O□r C□r□□□& O□□.	□ -	N/A	0□	0□	□ -	□ -
□□□	52-00 O□r□□□ S□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	52-30 F□□,O□& L□r□□□	□ -	N/A	0□	0□	□ -	□ -

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	B□□□ □□□r □ □□r A□□□□□	A□□□□□□□ F□□□r □r□□ S□□□d□□ □ □□□□□	R□□□□□□ R□□□	R□□□ O□□	B□□□ □□□r R□□□□□R□□□ A□□□□	B□□□ □□□r R□□□O□□ A□□□□
53-00 R□□d M□□r□□□/S□□□□□	-	N/A	0□	0□	-	-
54-00 M□□ □□r□□□/P□□□□□□□	-	N/A	0□	0□	-	-
55-00 Tr□□□□	-	N/A	0□	0□	-	-
T□□□ O□r□□□ E□□□d□r□□	□				□	□
TOTAL □□□□ SE□ ER FIELD OPERATIONS	□				□	□
DEBT SER□ICE						
E□□□□ S□□□r L□□ D□□ S□r□□						
S□r□□ 1□□ B□d - Pr□□□□	1,128,355	S□r□□ 1□□ B□d	□5□	5□	1,070,010	58,345
S□r□□ 1□□ B□d - I□r□□	187,336	S□r□□ 1□□ B□d	□5□	5□	177,64□	□,687
S□r□□ 2003 - Pr□□□□	1,206,537	S□r□□ 2003 B□d	□5□	5□	1,145,5□1	60,□46
S□r□□ 2003 - I□r□□	618,012	S□r□□ 2003 B□d	□5□	5□	586,7□5	31,218
S□r□□ 200□A B□d - Pr□□□□	-	S□r□□ 200□A B□d	51□	4□□	-	-
S□r□□ 200□A B□d - I□r□□	412,44□	S□r□□ 200□A B□d	51□	4□□	210,421	202,028
S□r□□ 200□B B□d - Pr□□□□	-	S□r□□ 200□B B□d	□5□	5□	-	-
S□r□□ 200□B B□d - I□r□□	56□,723	S□r□□ 200□B B□d	□5□	5□	540,264	2□,45□
S□r□□ 2010 BAB - Pr□□□□	-	S□r□□ 2010 BAB	47□	53□	-	-
S□r□□ 2010 BAB - I□r□□	1,866,313	S□r□□ 2010 BAB	47□	53□	880,□□3	□85,320
S□r□□ 2010 BAB - S□□d□	(5□5,374)	S□r□□ 2010 BAB	47□	53□	(281,046)	(314,328)
T□□□ E□□□□ S□□□r L□□ D□□ S□r□□	□				□	□
E□□□□ S□□rd□□□ D□□ S□r□□						
SRL 517010 - Pr□□□□	2□5,504	SRL 517010	0□	100□	-	2□5,504
SRL 517010 - I□r□□	65,27□	SRL 517010	0□	100□	-	65,27□
SRL 517020 - Pr□□□□	230,751	SRL 517020	0□	100□	-	230,751
SRL 517020 - I□r□□	62,334	SRL 517020	0□	100□	-	62,334
SRL 517030 - Pr□□□□	521,267	SRL 517030	0□	100□	-	521,267
SRL 517030 - I□r□□	14□,□22	SRL 517030	0□	100□	-	14□,□22
SRL 202P - Pr□□□□	-	SRL 202P	0□	100□	-	-
SRL 202P - I□r□□	-	SRL 202P	0□	100□	-	-
SRL 517040 - Pr□□□□	□□,534	SRL 517040	0□	100□	-	□□,534
SRL 517040 - I□r□□	51,878	SRL 517040	0□	100□	-	51,878
SRL - 517050 - Pr□□□□	284,707	SRL 517050	0□	100□	-	284,707
SRL - 517050 - I□r□□	144,585	SRL 517050	0□	100□	-	144,585
SRL WW812030 - Pr□□□□	-	SRL WW812030	0□	100□	-	-
SRL WW812030 - I□r□□	-	SRL WW812030	0□	100□	-	-
SRL DW517060 - Pr□□□□	5,26□	SRL DW517060	0□	100□	-	5,26□
SRL DW517060 - I□r□□	2,7□□	SRL DW517060	0□	100□	-	2,7□□
T□□□ E□□□□ S□□rd□□□ D□□ S□r□□	□				□	□

	A	B	C	D	E	F	G
			CUSTOMER ALLOCATION				
		B□□□ □□□r □ □□r A□□□□□□	A□□□□□□□□ F□□□□r □r□□ S□□d□□ □ □□□□□	R□□□□□□□ R□□□□	R□□□□ O□□	B□□□ □□□r R□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□O□□ A□□□□
	N□□ D□□□S□r□□□						
	I□ □□□d A□□□□D□□□S□r□□□ □r CIP (Fr□□ S□□d□□ 10 □□10)	□ 508,172	B□□□ Y□□r W□□r CIP	66□	34□	□ 333,266	□ 174,□06
	T□□□N□□ D□□□S□r□□□	□ □□□□□□				□ □□□□□□	□ □□□□□□
	TOTAL □DEBT SER□ICE	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
	OT□ER BELO□ T□E LINE E□PENSES						
	L□□□r□ □□Cr□d□						
	S□□r□□□L□□□r □□Cr□d□Dr□□ □1 - Pr□□□□□□	□ 120,8□5	R□□□□O□□	0□	100□	□ -	□ 120,8□5
	S□□r□□□L□□□r □□Cr□d□Dr□□ □1 - I□□r□□□	□ 7,37□	R□□□□O□□	0□	100□	□ -	□ 7,37□
	S□□r□□□L□□□r □□Cr□d□Dr□□ □3 - Pr□□□□□□	□ 53,361	R□□□□O□□	0□	100□	□ -	□ 53,361
	S□□r□□□L□□□r □□Cr□d□Dr□□ □3 - I□□r□□□	□ 3,252	R□□□□O□□	0□	100□	□ -	□ 3,252
	S□□r□□□L□□□r □□Cr□d□Dr□□ □4 - Pr□□□□□□	□ 54,1□4	R□□□□O□□	0□	100□	□ -	□ 54,1□4
	S□□r□□□L□□□r □□Cr□d□Dr□□ □4 - I□□r□□□	□ 3,044	R□□□□O□□	0□	100□	□ -	□ 3,044
	S□□r□□□L□□□r □□Cr□d□Dr□□ □5 - Pr□□□□□□	□ 33,350	R□□□□O□□	0□	100□	□ -	□ 33,350
	S□□r□□□L□□□r □□Cr□d□Dr□□ □5 - I□□r□□□	□ 2,878	R□□□□O□□	0□	100□	□ -	□ 2,878
	T□□□L□□□r□ □□Cr□d□	□ □□□□□□				□ □	□ □□□□□□
	TOTAL □OT□ER BELO□ T□E LINE E□PENSES	□ □□□□□□				□ □	□ □□□□□□
	OT□ER □SES						
	C□□□ F□□d□d C□□□□□						
	I□ □□□d C□□□ F□□d□d CIP (Fr□□ S□□□d□□ 10 □□10)	□ 4,143,□0□	B□□□ Y□□r W□□r CIP	66□	34□	□ 2,717,634	□ 1,426,275
	T□□□C□□□ F□□d□d C□□□□□	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
	L□□□□ C□□□□□O□□□□						
	C□□r□□□□d C□□□□F□□d□U□□d □r CIP □C□rr□□FY	□ -	R□□□□□□/ R□□□□	(1) 100□	0□	□ -	□ -
	W□□r I□ □□□F□□□U□□d □r P□□□ □□□□D□□□	□ (1,435,760)	W□□r I□ □□□F□□□	40□	60□	□ (580,385)	□ (855,375)
	S□□r I□ □□□F□□□U□□d □r P□□□ □□□□D□□□	□ -	N/A	0□	0□	□ -	□ -
	W□□r Pr□□□□□P□d □□□ I□ □□□F□□□	□ -	W□□r I□ □□□F□□□	40□	60□	□ -	□ -
	S□□r Pr□□□□□P□d □□□ I□ □□□F□□□	□ -	N/A	0□	0□	□ -	□ -
	T□□□C□□□□O□□□□	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
	□□□ □□F□□d B□□□□						
	R□□r□□ F□□d B□□□□ U□□d □r C□□□ F□□□ D□□□□	□ -	W□□□□d T□□□W□□r O&M	57□	43□	□ -	□ -
	T□□□ □□ □□F□□d B□□□□	□ □				□ □	□ □
	TOTAL □OT□ER □SES	□ □□□□□□				□ □□□□□□	□ □□□□□□
	OFFSETTING RE□EN□ES						
	O□□r O□□r □□□□ R□□□□□						
	W□□r C□□□□□□□ F□□	□ (442,243)	R□□□□O□□	0□	100□	□ -	□ (442,243)
	W□□r H□dr□□F□□□	□ (2,776,051)	R□□□□O□□	0□	100□	□ -	□ (2,776,051)
	H□dr□□R□□d F□□ T□□□	□ (5,000)	R□□□□O□□	0□	100□	□ -	□ (5,000)
	B□□□□□ D□□□ T□□□	□ (181,076)	R□□□□O□□	0□	100□	□ -	□ (181,076)
	□□□ □r M□□r□	□ (2,000)	R□□□□O□□	0□	100□	□ -	□ (2,000)
	P□□ R□□□ / C□□□I□□□□	□ (30,500)	W□□□□d T□□□W□□r O&M	57□	43□	□ (17,363)	□ (13,137)
	B□□□□ PRV/RLCT T□□ □	□ (□70)	R□□□□O□□	0□	100□	□ -	□ (□70)
	S□□r Gr□□□ Tr□□ P□r□ □□	□ -	N/A	0□	0□	□ -	□ -
	S□□r C□□□□□□□ F□□	□ -	N/A	0□	0□	□ -	□ -

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	B□□□ □□□r □ □□□r A□□□□□□	A□□□□□□□□ F□□□□r □r□□ S□□□d□□□ □ □□□□□□	R□□□□□□□□ R□□□□	R□□□□ O□□□	B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□O□□□ A□□□□□
□□□ R□□□□ W□□r I□□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ 362 - R□□□□ □□d R□□□□□□	□ (1,084)	W□□□□d T□□□W□□r O&M	57□	43□	□ (617)	□ (467)
□□□ 364 - S□□ □□F□d A□□□□	□ (122,150)	W□□□□d T□□□W□□r O&M	57□	43□	□ (6□,536)	□ (52,614)
□□□ 365 - S□□ □□S□r□□□S□r□□	□ (5,860)	W□□□□d T□□□W□□r O&M	57□	43□	□ (3,336)	□ (2,524)
□□□ 36□ - O□□r M□□. R□□□□□□□	□ (56,524)	W□□□□d T□□□W□□r O&M	57□	43□	□ (32,177)	□ (24,347)
□□□ N□□I□□/D□□ - FMV I□□□□□ □□□	□ 55,101	W□□□□d T□□□W□□r O&M	57□	43□	□ 31,367	□ 23,734
□□□ T□□□ O□□r O□□r□□□ R□□□□□	□				□	□
□□□ I□□r□□□I□□□ □						
□□□ I□□r□□□I□□□ □	□ (207,225)	W□□□□d T□□□W□□r O&M	57□	43□	□ (117,□67)	□ (8□,258)
□□□ T□□□I□□r□□□I□□□ □	□				□	□
□□□ **TOTAL □OFFSETTING RE□EN□ES**	□				□	□
□□□ T□□□	□				□	□

(1) C□□r□□□□d C□□□□□F□□d□U□□d □r CIP □□C□rr□□□FY □ □□□□ □□□□□□d □□□□rd□□ □□ □□□ □□□□r□ □□□□□ □r□□□.

	A	B	C	D	E	F
□	□ □□r S□d □□ □d□			R□□□□□□ R□□□□ C□□ P□□□	R□□□□□ C□□□ P□□□	R□□□ C□□□ P□□□
□	T□□□ D□□ □d			□□□□□□	7.000	21.244
□	A□□□□□□□ F□□□r	V□r□□□□			24.78□	75.22□
□	T□□□ C□□□□□□			□□□□	7.00	32.64
□	A□□□□□□□ F□□□r	F□□d			17.66□	82.34□
□	N□□ R□□□□□ R□□□r□□ □□□					
□	O&M C□□□ - F□□d	F□□d		□ 10,254,□45	□ 1,811,023	□ 8,443,□22
□	O&M C□□□ - V□r□□□	V□r□□□		□ 5,265,260	□ 1,304,731	□ 3,□60,52□
□	C□□□ F□□d□d C□□□□	F□□d		□ 2,717,634	□ 47□,□34	□ 2,237,700
□□	T□□□ C□□□ E□□□□d □□r□□			□ □□□□□□□□	□ □□□□□□□□	□ □□□□□□□□
□□	L□□□: O□□□□					
□□	O□□r O□r □□□ R□□□□	F□□d		□ (□1,662)	□ (16,188)	□ (75,475)
□□	C□□□□ O□□□□	F□□d		□ (580,385)	□ (102,4□6)	□ (477,88□)
□□	I□□r□□□ I□□□ □	F□□d		□ (117,□67)	□ (20,833)	□ (□7,134)
□□	N□□ R□□□□□ R□□□r□□ □□□ B□□□r□ ROR D□□□ S□r□□□□ S□r□□□ F□□			□ □□□□□□□□	□ □□□□□□□□	□ □□□□□□□□
□□	P□□□: ROR □□ C□□□□ (P□d □□ R□□□□□□ C□□□□ □r□)	ROR □	□□□□	□ 186,□45	□ 186,□45	
□□	N□□ R□□□□□ R□□□r□□ □□□ B□□□r□ D□□□ S□r□□□□ S□r□□□ F□□ □ □□□ ROR			□ □□□□□□□□	□ □□□□□□□□	□ □□□□□□□□
□□	A□□□□□ D□□□ S□r□□□ □ C□□□r□□□ R□□□r□□ □□□	DS C□□□ R□□	Add□C□□□ R□□			
□□	E□□□□□□ S□□□r L□□□ D□□□ S□r□□□	1.10	□ 433,068	□ 4,330,677		
□□	E□□□□□□ S□□rd□□□□ D□□□ S□r□□□	1.20	-	□ -		
□□	N□□ D□□□ S□r□□□	1.10	33,327	□ 333,266		
□□	L□□□r□ □□ Cr□d□	0	-	□ -		
□□	D□□□ S□r□□□ C□□r□□□ R□□□r□□ □□□ L□□□ C□□□ F□□d□d C□□□□ (M□□ □0)		□ □□□□□□□	□ -		
□□	T□□□ A□□□□□ D□□□ S□r□□□ □ C□□r□□□ R□□□r□□ □□□	F□□d		□ □□□□□□□□	□ 823,652	□ 3,840,2□1
□□	N□□ R□□□□□ R□□□r□□ □□□ B□□□r□ S□r□□□ F□□			□ □□□□□□□□	□ □□□□□□□□	□ □□□□□□□□
□□	S□r□□□ F□□	F□□d		□ 853,000	□ 150,640	□ 702,360
□□	B□□□ □□□r N□□ R□□□□□ R□□□r□□ □□□ I□□□d□□ S□r□□□ F□□			□ □□□□□□□□	□ □□□□□□□□	□ □□□□□□□□
□□	R□□□□□□ F□□d C□r□□ □d R□□□□□□□ □□□ R□□ C□□□□□□□□					
□□	A□□□□□□ □□ F□□d □d □r□□□ R□□□□□ R□□□r□□ □□□			R□□□□□ C□□ P□□□	F□□d	□r□□□
□□	O&M C□□□ - F□□d	F□□d		□ 1,811,023	□ 1,811,023	□ -
□□	O&M C□□□ - V□r□□□	V□r□□□		□ 1,304,731	□ -	□ 1,304,731
□□	C□□□ F□□d□d C□□□□	F□□d		□ 47□,□34	□ 47□,□34	□ -
□□	L□□□: O□□□□					
□□	O□□r O□r □□□ R□□□□	F□□d		□ (16,188)	□ (16,188)	□ -
□□	C□□□□ O□□□□	F□□d		□ (102,4□6)	□ (102,4□6)	□ -
□□	I□□r□□□ I□□□ □	F□□d		□ (20,833)	□ (20,833)	□ -
□□	P□□□: ROR □□ C□□□□ (P□d □□ R□□□□□□ C□□□□ □r□)	W□□□□□d O&M		□ 186,□45	□ 108,661	□ 78,284
□□	D□□□ S□r□□□	F□□d		□ 823,652	□ 823,652	□ -
□□	S□r□□□ F□□	F□□d		□ 150,640	□ 150,640	□ -
□□	T□□□			□ □□□□□□□□	□ □□□□□□□□	□ □□□□□□□□
□□	M□□□□□ R□□□□□□ F□□d C□r□□ C□□□□□□□□					
□□	R□□□□□□ N□□ R□□□□□ R□□□r□□ □□□ I□□□d□□ S□r□□□ F□□ R□□□□□d □□d A□□□r□□□d □□					
□□	F□□d □□d □□r□□□□ C□□ □□□□□□			□ □□□□□□□□	□ □□□□□□□□	□ □□□□□□□□
□□	C□□□□□□ (□ □d)				7.00	NA
□□	A□□□□□ R□□□□□□ F□□d C□r□□ □□r □ □d □□ P□□□□ 3 C□□□□□□				□ 462,056	NA
□□	B□□□ □□□r R□□□□□□ F□□d C□r□□ □□r □ □d □□ P□□□□ □ C□□□□□□				□ □□□□□□	
□□	A□□□□ C□rr□□□ Y□□r C□□□□ R□□□ Ad□□□□ □□□				5.00□	
□□	C□rr□□□□□□r R□□□□□□ F□□d C□r□□ □□r □ □d □□ P□□□□ □ C□□□□□□				□ □□□□□□	
□□	R□□□□□□ □□□□ R□□ C□□□□□□□□					
□□	T□□□ A□□□□□ R□□□□□□ C□□□□ □r D□□ □□d		□□ □ □	2,555	□□ □□□□□	2,555,000
□□	B□□□ □□□r R□□□□□□ □□□□ R□□ □r □□□□					□ □□□□
□□	A□□□□ C□rr□□□ Y□□r C□□□□ R□□□ Ad□□□□ □□□					5.00□
□□	C□rr□□□□□□r R□□□□□□ □□□□ R□□ □r □□□□					□ □□□□
	N□□: T□□ P□□□□ 3 R□□ C□□□□□□□ □□ r□□□□□□ □□□ □□ d□□ □□□□r□□ □□□ □□ P□□□□ 3 r□□□ □ □□d □□ □□□□□□□□ □r P□□□□ 3, □ □□□ □□□□□□ □ □□□ □□, □□□□□□□□ P□□□□ 2 □□□□ □d □□□□□□□□. I□ P□□□□ 3, □□□ □□□□□□□□□□ □□□□ N□□ R□□□□□ R□□r□□ □□□□r □□ R□□□□□/R□□□ C□□□□□□□□ d□□□ □□□ □r □ P□□□□ 2, □□ □□□ □□ □□□□ □□□□ □□□ d□□□□ □□□ □□□□, □ □□ □r□□ □□□□□□□□: O&M □□□ r□ r□□□ d□□ □ □□ □□ d □d □r□□□□, □d □ □□□ □□□ □r□□□□ □□□ r□ □□□□□□□ d □□□ d □□ T□□□ D□□ □d □□ P□□□□ 2, □□□ □□□ d □□□ r□ □□□□□□□ d □□ T□□□ C□□□□□□. T□□ P□□□□ 3 □□□□□□□ □□ □□□ d □d □r□□□□ r□□ □□□ □□□□□□□□ □d □□□ □□ d □□□r□□ r□□ □□□□□□□□□□ r□ r□□□□□ d □□□□□, □□□□□□□□ □□□□□□□ □□□ □□□ P□□□□ 2 r□□□□□□ d □□ □d □d □□□□□□□□ □r d□□ □□□□r□□□□ □r□□□□□. W□□□ P□□□□ 3 r□□□ r□ □□□□□□□□ d, P□□□□ 3 d□□ □d □d □□□□□□□□□ □□□□□ d □□ □□□d.		
□□	N□□: S□□□□□□□r□□□□□ □ □□ □□□□r d□□ □r□□□d□□.					

	A	B	C	D	E
	S□r□□□□ A□□□□□□□□ F□□□□r□	□ □□□r	S□□ □r□R□□□□	□ □□□r	S□□ □r□R□□□□
□	W□□□r O□□□	100.0□	0.0□	100.0□	0.0□
□	S□□ □r / R□□□□ O□□□	0.0□	100.0□	0.0□	100.0□
□	B□□□ Y□□r A□□□□□□□	8□.6□	10.4□	80,110	□,348
□	W□□□r Ad□ □□ l□□□r□□□□	83.1□	16.□□	□264,825	□53,816
□	W□□□r F□□d O□□r□□□□□PS	□□.0□	1.0□	□1,711,□36	□16,4□4
□	S□r□□□ 1□□□ B□□d□	□6.4□	3.6□	□6.4□	3.6□
□	S□r□□□ 2003 B□□d□	□6.5□	3.5□	□6.5□	3.5□
□	S□r□□□ 200□A B□□d□	□3.5□	6.5□	□3.5□	6.5□
□	S□r□□□ 200□B B□□d□	□6.4□	3.6□	□6.4□	3.6□
□□	S□r□□□ 2010 BAB	100.0□	0.0□	100.0□	0.0□
□□	SRL 517010	100.0□	0.0□	100.0□	0.0□
□□	SRL 517020	100.0□	0.0□	100.0□	0.0□
□□	SRL 517030	100.0□	0.0□	100.0□	0.0□
□□	SRL 202P	0.0□	100.0□	0.0□	100.0□
□□	SRL 517040	100.0□	0.0□	100.0□	0.0□
□□	SRL 517050	100.0□	0.0□	100.0□	0.0□
□□	SRL WW812030	0.0□	100.0□	0.0□	100.0□
□□	SRL DW517060	100.0□	0.0□	100.0□	0.0□
□□	B□□□ Y□□r CIP	88.2□	11.8□	□13,212,775	□1,765,356
□□	W□□□□□□d 5-Y□□r CIP	88.2□	11.8□	□85,802,728	□11,464,085
□□	W□□□□□□d T□□□□O&M E□□□□□□	83.4□	16.6□	□38,842,400	□7,744,667
□□	N/A	0.0□	0.0□	0	0

A	B	C	D	E	F	G	□
□	□ □□□r Ad□ □□ l□□□r□□□□ □□□□□□□□□□□□ □ □□□r □□S□□ □r						
□	W□□□r	□264,825	83.1□				
□	S□□ □r	□53,816	16.□□				
□	**T□□□□□ □□□r C□□□**	□□□□□□□	□□□□□□				
□	□ □□□r F□□□d O□□r□□□□□ □□□□□□PS □□□□□□ □ □□□r □□ S□□ □r			A□□□□□□□□ F□□□□r	□ □□□r	S□□ □r	□ □□□r □	S□□ □r □
□	W□□□r F□□d O□□r□□□□□ M□□□□□r S□□r□	□□□,220		W□□□□□d T□□□□O&M E□□□□□	83□	17□	□82,726	□16,4□4
□	A□□O□□□r W□□□r F□□d O□□r□□□□□ □□□□r□□□	□1,62□,210		W□□□r O□□□	100□	0□	□1,62□,210	□0
□	**T□□□□□ □□□r C□□□**	□□□□□□□	□□□□□□				□□□□□□□	□□□□□□
							□□.0□	1.0□
□	M□□□□ □□P□□□ □□r □ □□□r S□□ □r R□□□□□ □d							
□□	P□□□□□□ W□□□r	1,341	87.0□					
□□	W□□□□□ □□r	125	8.1□					
□□	R□□□□□ □d	75	4.□□					
□□	**T□□□□M□□□□ □□P□□**	□□□□□	□□□□□□					
□□	M□□□□ □□P□□ □□r R□□ □ □□□r Tr□□□□ □□□□□ □ D□□r□□□□□							
□□	R□□ W□□□r	50	3.2□					
□□	Tr□□□ □□□□□/D□□r□□□□□ (A□□O□□□r P□□□)	1,4□1	□6.8□					
□□	**T□□□□M□□□□ □□P□□**	□□□□□	□□□□□□					

A		B	C	D	E
	C□□□□□ □r A□□□□□□□□ F□□□□r□	R□□□□□□□□ R□□□□□	R□□□□□O□□	R□□□□□□□□ R□□□□□	R□□□□□O□□
□	R□□□□□□□/ R□□□□□	100.0□	0.0□	100□	0□
□	R□□□□□O□□	0.0□	100.0□	0□	100□
□	M□□□ □□P□□	3.2□	□6.8□	50	1,4□1
□	S□r□□ 1□□□ B□□d□	□4.8□	5.2□	□4.8□	5.2□
□	S□r□□ 2003 B□□d□	□4.□□	5.1□	□4.□□	5.1□
□	S□r□□ 200□A B□□d□	51.0□	4□.0□	51.0□	4□.0□
□	S□r□□ 200□B B□□d□	□4.8□	5.2□	□4.8□	5.2□
□	S□r□□ 2010 BAB	47.2□	52.8□	47.2□	52.8□
□	SRL 517010	0.0□	100.0□	0.0□	100.0□
□□	SRL 517020	0.0□	100.0□	0.0□	100.0□
□□	SRL 517030	0.0□	100.0□	0.0□	100.0□
□□	SRL 202P	0.0□	100.0□	0.0□	100.0□
□□	SRL 517040	0.0□	100.0□	0.0□	100.0□
□□	SRL 517050	0.0□	100.0□	0.0□	100.0□
□□	SRL WW812030	0.0□	100.0□	0.0□	100.0□
□□	SRL DW517060	0.0□	100.0□	0.0□	100.0□
□□	W□□□r I□ □□□□F□□□	40.4□	5□.6□	□156,552,131	□230,727,226
□□	B□□□ Y□□r W□□□r CIP	65.6□	34.4□	□8,665,123	□4,547,652
□□	W□□□□□d T□□□W□□□r CIP	65.6□	34.4□	□56,270,632	□2□,532,0□6
□□	W□□□□□d T□□□W□□□r O&M	56.□□	43.1□	□22,111,767	□16,730,633
□□	N/A	0.0□	0.0□	0	0

(1) W□□□r S□□□□□ I□ □□□□F□□ □□□□□□□□□ □□□□d □□□□ □□□□□□□□□ □□□□□ □□ □□□□□□□□ □□ Tr□□□□ □□□□□d S□□□□□ (R□□□□□□/R□□□□□ C□□□P□□□) □□d Tr□□□□ □□□□□ □□d P□□ □□□□ □□d S□□r□□ (R□□□□O□□ C□□□P□□□).

A	B	C	D	E	F	G
Pr□□□□□D□□□r□□□□□	CIP	A□□□□□□□□ F□□□□r	□ □□□r	S□□ □r□ R□□□□	□□□□r □ □□□r CIP	□□□□r S□□ □r□ R□□□□ CIP
□ □□□□ **F□□d S□r□□□□**						
□ M□□r r□□d□□□ H□□d H□d U□□□□ U□□□□ R□□d□□□ C□□□r□ D□□□□□	□ □□□□□□	W□□r O□□□	100□	0□	□ 108,830	□ -
□ □□□□ **D□□□P□□□**						
□ FY2021 SCADA D□□□□ Pr□□r□□ □ □□□ (W□□r C□□□□Pr□□□)	□ □□□□□	W□□r O□□□	100□	0□	□ 50,648	□ -
□ N□ □□□ □□□□r□□r, r□□□□r □□ □□□ □□d □□d	□ □□□□□	W□□r O□□□	100□	0□	□ 20,257	□ -
□ R□□□□ C□□ □□□ Gr□d□r M□d□ 710A	□ □□□□□□	W□□r O□□□	100□	0□	□ 131,670	□ -
□ R□□□□ S□□□ M□□r	□ □□□□□	W□□r O□□□	100□	0□	□ 8□,70□	□ -
□ R□□□□□ □□□□□□□□□□ □03 (2008 F□rd F250)	□ □□□□□	W□□r O□□□	100□	0□	□ 38,671	□ -
□ R□□□□□ □□□□□□□□□□ □121 (2007 F□rd F250 UTILITY)	□ □□□□□	W□□r O□□□	100□	0□	□ 38,671	□ -
□□ R□□□□□ □□□□□□□□□□ □130 (2010 F□rd F250 UTILITY)	□ □□□□□	W□□r O□□□	100□	0□	□ 3□,□56	□ -
□□ R□□□□□ □□□□□□□□□□ □23 (200□ F□rd F250 UTILITY)	□ □□□□□	W□□r O□□□	100□	0□	□ 3□,□56	□ -
□□ R□□□□□ □□□□□□□□□□ □47 (1□□6 F□rd LNT8000)	□ □□□□□□	W□□r O□□□	100□	0□	□ 280,475	□ -
□□ R□□□□□ □□□□□□□□□□ □78 (2004 F□rd F250 UTILITY)	□ □□□□□	W□□r O□□□	100□	0□	□ 38,671	□ -
□□ R□□□□□ □□□□□□□□□□ □□4 (2005 F□rd F250 UTILITY)	□ □□□□□	W□□r O□□□	100□	0□	□ 38,671	□ -
□□ □□□□ □ □□□r **F□□d O□□r□□□□□**						
□□ F□r□□□□□rr□ / P□□□ □□□ I□□□r□□□□□ I□ □r□	□ □□□□□	W□□r O□□□	100□	0□	□ 4□,443	□ -
□□ N□□ □□□ □□□□ □□r □d d□□□□□r (2017 C□□ □□ T□□□ V□□□ □□r□□ M□□r SCD4.5-50)	□ □□□□□	W□□r O□□□	100□	0□	□ 31,□77	□ -
□□ N□□ □□□□□ (2017 F□rd F250)	□ □□□□□	W□□r O□□□	100□	0□	□ 15,868	□ -
□□ N□□ □□□□□ (2017 F□rd F450)	□ □□□□□	W□□r O□□□	100□	0□	□ 33,231	□ -
□□ N□□ V□□□□ (2017 F□rd Tr□□□ VAN) 1 □□4	□ □□□□□	W□□r O□□□	100□	0□	□ 12,058	□ -
□□ N□□ V□□□□ (2017 F□rd Tr□□□ VAN) 2 □□4	□ □□□□□	W□□r O□□□	100□	0□	□ 12,058	□ -
□□ N□□ V□□□□ (2017 F□rd Tr□□□ VAN) 3 □□4	□ □□□□□	W□□r O□□□	100□	0□	□ 12,058	□ -
□□ N□□ V□□□□ (2017 F□rd Tr□□□ VAN) 4 □□4	□ □□□□□	W□□r O□□□	100□	0□	□ 12,058	□ -
□□ N□□ V□□□□ (2017 M□L□□□□□ V□50-500 H□dr□ E□□□□□r)	□ □□□□□	W□□r O□□□	100□	0□	□ 43,408	□ -
□□ R□□□□□ □□□□□□□□□□ □06 (2008 F□rd F550 SD)	□ □□□□□	W□□r O□□□	100□	0□	□ 33,810	□ -
□□ R□□□□□ □□□□□□□□□□ □07 (2008 F□rd F550 SD)	□ □□□□□	W□□r O□□□	100□	0□	□ 33,231	□ -
□□ R□□□□□ □□□□□□□□□□ □08 (2008 F□rd F550 SD)	□ □□□□□	W□□r O□□□	100□	0□	□ 33,231	□ -
□□ R□□□□□ □□□□□□□□□□ □104 (2008 F□rd F550 SD)	□ □□□□□	W□□r O□□□	100□	0□	□ 17,255	□ -
□□ R□□□□□ □□□□□□□□□□ □106 (2008 F□rd F450 D□□ □)	□ □□□□□	W□□r O□□□	100□	0□	□ 84,030	□ -
□□ R□□□□□ □□□□□□□□□□ □108 (2003 C□□□□ 3500HD)	□ □□□□□	W□□r O□□□	100□	0□	□ 4□,767	□ -
□□ R□□□□□ □□□□□□□□□□ □13 (2006 F□rd F250 UTILITY)	□ □□□□□	W□□r O□□□	100□	0□	□ 17,255	□ -
□□ R□□□□□ □□□□□□□□□□ □15 (200□ F□rd F250 UTILITY)	□ □□□□□	W□□r O□□□	100□	0□	□ 42,744	□ -
□□ R□□□□□ □□□□□□□□□□ □171 (2001 F□rd F450 D□□ □)	□ □□□□□	W□□r O□□□	100□	0□	□ 33,231	□ -
□□ R□□□□□ □□□□□□□□□□ □174 (200□ F□rd F250 U□□□□)	□ □□□□□	W□□r O□□□	100□	0□	□ 42,744	□ -
□□ R□□□□□ □□□□□□□□□□ □25 (2008 F□rd F550 SD)	□ □□□□□	W□□r O□□□	100□	0□	□ 82,3□6	□ -
□□ R□□□□□ □□□□□□□□□□ □2□ (2002 F□rd F450 D□□ □)	□ □□□□□	W□□r O□□□	100□	0□	□ 7□,543	□ -
□□ R□□□□□ □□□□□□□□□□ □32 (2002 F□rd F450 D□□ □)	□ □□□□□	W□□r O□□□	100□	0□	□ 80,665	□ -
□□ R□□□□□ □□□□□□□□□□ □52 (2011 F□rd F250 UTILITY)	□ □□□□□	W□□r O□□□	100□	0□	□ 42,156	□ -
□□ R□□□□□ □□□□□□□□□□ □55 (200□ F□rd F250 UTILITY)	□ □□□□□	W□□r O□□□	100□	0□	□ 43,137	□ -
□□ R□□□□□ □□□□□□□□□□ □80 (2006 F□rd F350)	□ □□□□□	W□□r O□□□	100□	0□	□ 18,762	□ -
□□ R□□□□□ □□□□□□□□□□ □□2 (2008 F□rd F350 U□□□□)	□ □□□□□	W□□r O□□□	100□	0□	□ 87,853	□ -
□□ □□□□ **E□□□□□r□□□**						
□□ 14" AC R□□ W□□r P□□□□□□ U□□r□d□ □□d W□□17 Ar□□ I□□□□□□ V□□□□ - P□□□□ I	□ □□□□□□□	W□□r O□□□	100□	0□	□ 2,682,712	□ -
□□ C□□□□r P□□□ U□d□□□	□ □□□□□□	W□□□□□d 5-Y□□r CIP	88□	12□	□ 3□8,232	□ 53,208
□□ DS-31 C□□□□ H□□ □ □□□ Rd L□□□□□ - C□□□r□□□□	□ □□□□□□□	W□□r O□□□	100□	0□	□ 1,014,144	□ -

	A	B	C	D	E	F	G
	Pr□□□□□□D□□□r□□□□□□	CIP	A□□□□□□□□ F□□□□r	□ □□□r	S□□ □r□ R□□□□	□□□□□r □ □□□r CIP	□□□□□r S□□ □r□ R□□□□ CIP
□□	DS-3□ M□rr□□I□□□d I□-□□□ B□□□□r P□□ □ S□□□□□	□□□□□□□□	W□□r O□□□	100□	0□	1,565,651	-
□□	DS-4□ E□□□P□□□□r□□ P□□□□□	□□□□□□□	W□□r O□□□	100□	0□	178,780	-
□□	DS-51 F□r□d□ A□□ WM R□□□□□□ □□□/ C□□ □□□□ S□r□□□	□□□□□□□	W□□r O□□□	100□	0□	820,□40	-
□□	DS-53 I□d□□ R□□r W□□r M□□ R□□□□□□ □□□	□□□□□	W□□r O□□□	100□	0□	24,115	-
□□	DS-56 B□□□□ R□□r T□□ I□ □r□□□ □□□	□□□□□□□□	W□□r O□□□	100□	0□	4,□□□,□16	-
□□	DS-60 B□□□□ R□□r □d V□r□ P□□ □ S□□□□ I□ □r□□□ □□□ - D□□□□	□□□□□	W□□r O□□□	100□	0□	73,□5□	-
□□	DS-63 M□r□ M□□r P□□□□ I□ □r□□□ □□□	□□□□□□□	W□□r O□□□	100□	0□	2,288,675	-
□□	D□□C□□ □□C□□r□□ & R□□□□□ I□ □r□□□ □□Pr□□	□□□□□□□	W□□r O□□□	100□	0□	□,237,327	-
□□	F□r O□□ C□□ r□ D□WTP □ W□ WTP	□□□□□□□	W□□r O□□□	100□	0□	1,313,7□0	-
□□	F□r O□□ C□□ r□ P□□ D□r□ □ D□WTP	□□□□□□□	W□□r O□□□	100□	0□	332,7□2	-
□□	F□r M□ R□□r	□□□□□□□	W□□r O□□□	100□	0□	224,541	-
□□	FY2017 SCADA D□□ Pr□r □ □□ (C□r□□)	□□□□□	W□□r O□□□	100□	0□	28,□38	-
□□	FY2018 SCADA D□□ Pr□r □ □□ (CCRIP, S□r□□, P□r GST, M□r□I□d B□□r)	□□□□□	W□□r O□□□	100□	0□	141,048	-
□□	FY201□ SCADA D□□ Pr□r □ □□ (HSP D□□G□, HSP VFD)	□□□□□	W□□r O□□□	100□	0□	68,546	-
□□	FY2020 SCADA D□□ Pr□r □ □□ (W□r C□□Pr□)	□□□□□	W□□r O□□□	100□	0□	134,628	-
□□	Gr□□ S□r R□□□□□ □Pr□□	□□□□□□□	S□□r / R□□□ O□□	0□	100□	-	303,854
□□	LCP 1 R□□□□	□□□□□□□	S□□r / R□□□ O□□	0□	100□	-	224,380
□□	L□ S□□ 1 R□□□□	□□□□□□□	S□□r / R□□□ O□□	0□	100□	-	7□□,6□8
□□	L□ S□□ 17 R□□□□	□□□□□□□	S□□r / R□□□ O□□	0□	100□	-	337,616
□□	L□ S□□ 1□ R□□□□	□□□□□□□	S□□r / R□□□ O□□	0□	100□	-	822,782
□□	L□ S□□ C□r□ P□□ R□□□□ □Pr□1	□□□□□□□	S□□r / R□□□ O□□	0□	100□	-	228,485
□□	L□ S□□ C□r□ P□□ R□□□□ □Pr□2	□□□□□□□	S□□r / R□□□ O□□	0□	100□	-	448,760
□□	L□ S□□ C□r□ P□□ R□□□□ □Pr□3	□□□□□□□	S□□r / R□□□ O□□	0□	100□	-	337,653
□□	L□ S□□ W□□ □R□□□□	□□□□□□□	S□□r / R□□□ O□□	0□	100□	-	235,080
□□	M□□□□ A□□, F□r M□□ (N□ P□□)	□□□□□□□	W□□r O□□□	100□	0□	753,472	-
□□	P□□□□ S□□ PLC U□r□d□ - B□ F□r Pr□	□□□□□	W□□r O□□□	100□	0□	33,762	-
□□	P□□□□ S□□ PLC U□r□d□ - C□ F□	□□□□□	W□□r O□□□	100□	0□	33,762	-
□□	P□□□□ S□□ PLC U□r□d□ - O□□ S□□	□□□□□□□	W□□r O□□□	100□	0□	662,607	-
□□	R□□□□ MCC 7 & 8	□□□□□□□	S□□r / R□□□ O□□	0□	100□	-	560,□50
□□	U□ Pr□r M□□□□	□□□□□□□	W□□d 5-Y□r CIP	88□	12□	6,306,624	842,627
□□	WS-03 P□□ □d F□□ I□ □r□□□ □□ □r R□ W□r P□	□□□□□□□	W□□r O□□□	100□	0□	444,872	-
□□	WS-05 54 □□ R□d□d P□ D□	□□□□□□□	W□□r O□□□	100□	0□	□2□,351	-
□□	WS-0□ 42 □□ N□ P□□ W□ W7A D□ W□ □	□□□□□□□	W□□r O□□□	100□	0□	8,540,776	-
□□	WS1001 I□d□□r P□r P□ □ S□□ I□ □r□□□ □□	□□□□□□□	W□□r O□□□	100□	0□	234,283	-
□□	WS1117 S□□ S□□r U□r□d□ D□	□□□□□□□	W□□r O□□□	100□	0□	2,101,066	-
□□	WS1201 P□ I□r□r□r A□□□□ □□d R□□□□ □□	□□□□□□□	W□□r O□□□	100□	0□	15,716,147	-
□□	WS1210 W□r C□□P□ - 5-□r U□d	□□□□□□□	W□□d 5-Y□r CIP	88□	12□	340,370	45,477
□□	WS130□ SR-520 W□r M□ R□□□□	□□□□□□□	W□□r O□□□	100□	0□	83□,□17	-
□□	WS-1□ R□ W□r W□R□□□□□	□□□□□□□	W□□r O□□□	100□	0□	1,1□1,542	-
□□	WT-02 S□r□□ □□Gr□d□r □d S□r W□r C□r W□	□□□□□□□	W□□r O□□□	100□	0□	3,□13,117	-
□□	WT-17 H□ S□r P□ □ S□□ VFD	□□□□□□□	W□□r O□□□	100□	0□	38□,□8□	-
□□	WT-51 S□r□	□□□□□□□	W□□r O□□□	100□	0□	3,0□1,217	-
□□	WT-52 S□r T□ A□□□□ □□d / □r R□□□□ D□	□□□□□□□	W□□r O□□□	100□	0□	1,570,808	-
□□	WT-54 T□r 4 G□r□r I□ □r□□□ □□	□□□□□□□	W□□r O□□□	100□	0□	3,621,325	-
□□	WT-56 D□ S□r W□r F□r C□□ □d E□□r□	□□□□□□□	W□□r O□□□	100□	0□	50□,873	-
□□	WT-57 D□ HSP □4 T□r 4 D□ E□□ R□□□□ □□	□□□□□□□	W□□r O□□□	100□	0□	□□1,357	-
□□	WT-62 D□ TTHM Pr□□□□□ □d/□r R□d	□□□□□□□	W□□r O□□□	100□	0□	131,645	-
□□	WT-63 R□□□□ D□ F□d W□r S□ GST	□□□□□□□	W□□r O□□□	100□	0□	718,016	-
□□	WT-CO O□□ I□ □r□□□ □□ (G□r□□ R□□□□ □□, C□r R□□□□ □□, C□□r I□ □r□□	□□□□□□□	W□□r O□□□	100□	0□	5,247,□47	-
□□	□□□ □ □r **R**□□ □□						
□□	Br□□ P□d A□r□	□□□□□□□	S□□r / R□□□ O□□	0□	100□	-	224,□18

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□	CIP	A□□□□□□□ F□□□r	□ □□r	S□□ □r□ R□□□□	□□□r □ □□r CIP	□□□r S□□ □r□ R□□□ CIP
□□	Br□□□ P□d I□r	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 43,408
□□	CMMS U□d E□r O&M M□	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 48,231
□□	□rr□S□r□WRF G□r S□ R□	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 36,173
□□□	M□d L□ W□d□	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 1,0□0,06□
□□□	R□ □42 (2006 F□rd E250 VAN)	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 34,544
□□□	V□ Id Pr	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 28,□38
□□□	W□r R□ □ F□ E250 V□	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 34,544
□□□	□□□□ **S□ □r F□d O□r**						
□□□	CIPP R□ P□2	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 1□2,□23
□□□	CIPP R□ P□3	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 470,161
□□□	CIPP R□ P□4	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 456,□70
□□□	CIPP R□ P□5	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 448,760
□□□	CIPP R□ P□6	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 337,653
□□□	E□r W□ □d C□d R□ □□□	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 1□2,□23
□□□	□rr□S□r□WRF F□ I□ □r □□	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 482,308
□□□	L□ S□ 4 R□ □□□	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 38,585
□□□	L□ S□ M□ I□ □r □□	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 610,431
□□□	R□ □MCC 1-6	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 1□2,□23
□□□	R□ □53 (200□F□rd F250 UTILITY)	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 32,161
□□□	R□ □54 (2005 F□rd E250 VAN)	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 17,078
□□□	R□ □85 (2001 F□rd F450 DUMP)	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 64,070
□□□	RTU R□ □□□	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 714,□25
□□□	S□ □r C□	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 6,462
□□□	WFO S□ □r E250 V□	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 17,078
□□□	WFO S□ □r F250 U□ F□rd	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 32,161
□□□	WFO S□ □r F450 D□ □F□rd	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 64,070
□□□	WFO S□ □r GU813 M□	□ □□□□	S□r / R□□ O□	0□	100□	□ -	□ 221,051
□□□		□ □	S□r / R□□ O□	0□	100□	□ -	□ -
□□□	UNSPECIFIED FUTURE PRO□ECTS	□ □	S□r / R□□ O□	0□	100□	□ -	□ -
	T□□□	□ □□□□				□ □□□□	□ □□□

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□□	□□□□r □ □□r CIP	A□□□□□□□ F□□□r	R□□□□□□ R□□□□	R□□□O□□	□□□r R□□□□□□ R□□□CIP	□□□r R□□□□ O□□ CIP
□	□□□□ F□d S□r□□□□						
□	M□r r□d□ H□d H□d U□ U□□ R□d C□r D□□	□ □□□□	R□□O□□	0□	100□	□ -	□ 108,830.4□
□	□□□□ D□□P□□□						
□	FY2021 SCADA D□□ Pr□r□ □ □ (W□r C□□Pr□)	□ □□□	R□□/ R□	100□	0□	□ 50,648	□ -
□	N□ □□ r, r r □ □d □d	□ □□□	R□□/ R□	100□	0□	□ 20,257	□ -
□	R C Gr□d□r M□d□710A	□ □□□	R□□/ R□	100□	0□	□ 131,670	□ -
□	R S M□r	□ □□□	R□□/ R□	100□	0□	□ 8□,70□	□ -
□	R □03 (2008 F□rd F250)	□ □□□	R□□/ R□	100□	0□	□ 38,671	□ -
□	R □121 (2007 F□rd F250 UTILITY)	□ □□□	R□□/ R□	100□	0□	□ 38,671	□ -
□□	R □130 (2010 F□rd F250 UTILITY)	□ □□□	R□□/ R□	100□	0□	□ 3□,□56	□ -
□□	R □23 (200□ F□rd F250 UTILITY)	□ □□□	R□□/ R□	100□	0□	□ 3□,□56	□ -
□□	R □47 (1□□6 F□rd LNT8000)	□ □□□	R□□/ R□	100□	0□	□ 280,475	□ -
□□	R □78 (2004 F□rd F250 UTILITY)	□ □□□	R□□/ R□	100□	0□	□ 38,671	□ -
□□	R □4 (2005 F□rd F250 UTILITY)	□ □□□	R□□/ R□	100□	0□	□ 38,671	□ -
□□	□□□□ □ □□r F□d O□r□□□□						
□□	F□r r□/ P□ □ I□r□□□□ I□ □r□	□ □□□	R□□O□□	0□	100□	□ -	□ 4□,443
□□	N□ □□ r □d d r (2017 C□ T V □r M	□ □□□	R□□O□□	0□	100□	□ -	□ 31,□77
□□	N□ (2017 F□rd F250)	□ □□□	R□□O□□	0□	100□	□ -	□ 15,868
□□	N□ (2017 F□rd F450)	□ □□□	R□□O□□	0□	100□	□ -	□ 33,231
□□	N□ V (2017 F□rd Tr VAN) 1 □4	□ □□□	R□□O□□	0□	100□	□ -	□ 12,058
□□	N□ V (2017 F□rd Tr VAN) 2 □4	□ □□□	R□□O□□	0□	100□	□ -	□ 12,058
□□	N□ V (2017 F□rd Tr VAN) 3 □4	□ □□□	R□□O□□	0□	100□	□ -	□ 12,058
□□	N□ V (2017 F□rd Tr VAN) 4 □4	□ □□□	R□□O□□	0□	100□	□ -	□ 12,058
□□	N□ V (2017 M L V□50-500 H dr□ E r)	□ □□□	R□□O□□	0□	100□	□ -	□ 43,408
□□	R □06 (2008 F□rd F550 SD)	□ □□□	R□□O□□	0□	100□	□ -	□ 33,810
□□	R □07 (2008 F□rd F550 SD)	□ □□□	R□□O□□	0□	100□	□ -	□ 33,231
□□	R □08 (2008 F□rd F550 SD)	□ □□□	R□□O□□	0□	100□	□ -	□ 33,231
□□	R □104 (2008 F□rd F550 SD)	□ □□□	R□□O□□	0□	100□	□ -	□ 17,255
□□	R □106 (2008 F□rd F450 D □)	□ □□□	R□□O□□	0□	100□	□ -	□ 84,030
□□	R □108 (2003 C 3500HD)	□ □□□	R□□O□□	0□	100□	□ -	□ 4□,767
□□	R □13 (2006 F□rd F250 UTILITY)	□ □□□	R□□O□□	0□	100□	□ -	□ 17,255
□□	R □15 (200□ F□rd F250 UTILITY)	□ □□□	R□□O□□	0□	100□	□ -	□ 42,744
□□	R □171 (2001 F□rd F450 D □)	□ □□□	R□□O□□	0□	100□	□ -	□ 33,231
□□	R □174 (200□ F□rd F250 U)	□ □□□	R□□O□□	0□	100□	□ -	□ 42,744
□□	R □25 (2008 F□rd F550 SD)	□ □□□	R□□O□□	0□	100□	□ -	□ 82,3□6
□□	R □2□ (2002 F□rd F450 D □)	□ □□□	R□□O□□	0□	100□	□ -	□ 7□,543
□□	R □32 (2002 F□rd F450 D □)	□ □□□	R□□O□□	0□	100□	□ -	□ 80,665
□□	R □52 (2011 F□rd F250 UTILITY)	□ □□□	R□□O□□	0□	100□	□ -	□ 42,156
□□	R □55 (200□ F□rd F250 UTILITY)	□ □□□	R□□O□□	0□	100□	□ -	□ 43,137
□□	R □80 (2006 F□rd F350)	□ □□□	R□□O□□	0□	100□	□ -	□ 18,762
□□	R □ 2 (2008 F□rd F350 U)	□ □□□	R□□O□□	0□	100□	□ -	□ 87,853

	A	B	C	D	E	F	G
	Pr□□□□D□□r□□□□	□□□□r □ □□r CIP	A□□□□□□□ F□□□r	R□□□□□□ R□□□□	R□□□O□□	□□□r R□□□□□□ R□□□CIP	□□□□r R□□□ O□□ CIP
□□	□□□□ E□□□□□r□□□						
□□	14" AC R□□ W□□r P□□□□ U□r□d□ □d W□17 Ar□ I□□□□ V□□□	□	R□□□/ R□□□	100□	0□	□ 2,682,712	□ -
□□	C□□□P□□ U□d□□	□	R□□O□□	0□	100□	□ -	□ 3□8,232
□□	DS-31 C□□□ H□ □ □□Rd L□□□ - C□r□□	□	R□□O□□	0□	100□	□ -	□ 1,014,144
□□	DS-3□ M□rr I□d□ I□-□ B□r P□ □ S□	□	R□□O□□	0□	100□	□ -	□ 1,565,651
□□	DS-4□ E□P□r□ P□	□	R□□O□□	0□	100□	□ -	□ 178,780
□□	DS-51 F□rd□ A□ WM R□□ □□/ C□ S□r	□	R□□O□□	0□	100□	□ -	□ 820,□40
□□	DS-53 I□d R□r W□r M□ R□	□	R□□O□□	0□	100□	□ -	□ 24,115
□□	DS-56 B□ R□r T□ I□ □r□	□	R□□O□□	0□	100□	□ -	□ 4,□□□,□16
□□	DS-60 B□ R□r □d V□r□ P□ □ S□ I□ □r□ - D□	□	R□□O□□	0□	100□	□ -	□ 73,□5□
□□	DS-63 M□r M□r P□ I□ □r□	□	R□□O□□	0□	100□	□ -	□ 2,288,675
□□	D□C□ □C□r□ & R□ I□ □r□ Pr	□	R□□/ R□□	100□	0□	□,237,327	□ -
□□	F□r O□ C□ r□ D□WTP □ W□ □ WTP	□	R□□/ R□□	100□	0□	□ 1,313,7□0	□ -
□□	F□r O□ C□ r□ P□ D□r□ D□WTP	□	R□□/ R□□	100□	0□	□ 332,7□2	□ -
□□	F□r□ M□ R□r□	□	R□□O□□	0□	100□	□ -	□ 224,541
□□	FY2017 SCADA D□ Pr□r□ □ □ (C□r□ □)	□	R□□/ R□□	100□	0□	□ 28,□38	□ -
□□	FY2018 SCADA D□ Pr□r□ □ □ (CCRIP, S□r, P□r GST, M	□	R□□/ R□□	100□	0□	□ 141,048	□ -
□□	FY201□ SCADA D□ Pr□r□ □ □ (HSP D□ G□, HSP VFD)	□	R□□/ R□□	100□	0□	□ 68,546	□ -
□□	FY2020 SCADA D□ Pr□r□ □ □ (W□r C□ Pr□)	□	R□□/ R□□	100□	0□	□ 134,628	□ -
□□	Gr□ S□ r R□ Pr□	□	N/A	0□	0□	□ -	□ -
□□	LCP 1 R□	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ 1 R□ □	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ 17 R□ □	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ 1□ R□ □	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ C□r□ P□ R□ □ Pr□1	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ C□r□ P□ R□ □ Pr□2	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ C□r□ P□ R□ □ Pr□3	□	N/A	0□	0□	□ -	□ -
□□	L□ S□ W□ □R	□	N/A	0□	0□	□ -	□ -
□□	M□ A□. F□r□ M□ (N□ P□)	□	R□□/ R□□	100□	0□	□ 753,472	□ -
□□	P□ S□ PLC U□r□d□ - B□F□r Pr	□	R□□/ R□□	100□	0□	□ 33,762	□ -
□□	P□ S□ PLC U□r□d□ - C□F	□	R□□/ R□□	100□	0□	□ 33,762	□ -
□□	P□ S□ PLC U□r□d□ - O□ S□	□	R□□/ R□□	100□	0□	□ 662,607	□ -
□□	R□ □MCC 7 & 8	□	N/A	0□	0□	□ -	□ -
□□	U□ Pr□r□ M□ □	□	R□□/ R□□	100□	0□	□ 6,306,624	□ -
□□	WS-03 P□ □d F□ I□ □r□ □ r R□ W□r P□	□	R□□/ R□□	100□	0□	□ 444,872	□ -
□□	WS-05 54 □ R□d□d□ P□ □ D□	□	R□□/ R□□	100□	0□	□ 2□,351	□ -
□□	WS-0□42 □ N□ P□ W□ W7A □ D□ W□ □	□	R□□/ R□□	100□	0□	□ 8,540,776	□ -
□□	WS1001 I□d□r□ P□r P□ □ S□ I□ □r□ □	□	R□□O□□	0□	100□	□ -	□ 234,283
□□	WS1117 S□ S□ □r U□r□d□ □D□	□	R□□/ R□□	100□	0□	□ 2,101,066	□ -
□□	WS1201 P□ I□r□ □r□r A□ □ □d R□ □	□	R□□O□□	0□	100□	□ -	□ 15,716,147
□□	WS1210 W□r C□ P□ - 5-□r U□d	□	R□□/ R□□	100□	0□	□ 340,370	□ -
□□	WS130□ SR-520 W□r M□ R□ □	□	R□□O□□	0□	100□	□ -	□ 83□,□17
□□	WS-1□R□ W□r W□R□	□	R□□/ R□□	100□	0□	□ 1,1□1,542	□ -
□□	WT-02 S□r□ □Gr□d□ □r□d S□r□ W□r C□r W□	□	R□□/ R□□	100□	0□	□ 3,□13,117	□ -
□□	WT-17 H□ S□r□ P□ □ S□ VFD	□	R□□/ R□□	100□	0□	□ 38□,□8□	□ -
□□	WT-51 S□r□r	□	R□□/ R□□	100□	0□	□ 3,0□1,217	□ -

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□□	□□□□r □ □□r CIP	A□□□□□□□□ F□□□r	R□□□□□□ R□□□□	R□□□□O□□	□□□r R□□□□□□ R□□□□CIP	□□□r R□□□□ O□□ CIP
□□	WT-52 S□r□□ T□□□A□□□□□ □□□□d / □r R□□□□□ □□□□D□□□	□	R□□□□□/ R□□□	100□	0□	□ 1,570,808	□ -
□□	WT-54 T□r 4 G□□r□r I□ □r□□□ □□□	□	R□□□□□/ R□□□	100□	0□	□ 3,621,325	□ -
□□	WT-56 D□□S□r□□ W□r F□r□C□□□ d E□□□r□	□	R□□□□□/ R□□□	100□	0□	□ 50□,873	□ -
□□	WT-57 D□□HSP □4 T□r 4 D□□E□□ R□□□□ □□□	□	R□□□□□/ R□□□	100□	0□	□ □□1,357	□ -
□□	WT-62 D□□TTHM Pr□□□□ d/□r R□d	□	R□□□□□/ R□□□	100□	0□	□ 131,645	□ -
□□	WT-63 R□□□ D□□F□d W□r S□□GST	□	R□□□□□/ R□□□	100□	0□	□ 718,016	□ -
□□	WT-CO O□□ I□ □r□□□ (G□r□r R□□□ C□r R□	□	R□□□□□/ R□□□	100□	0□	□ 5,247,□47	□ -
□□	□□□ □ □r R□□□						
□□	Br□□ P□d A□r	□ □	N/A	0□	0□	□ -	□ -
□□	Br□□ P□d I□r	□ □	N/A	0□	0□	□ -	□ -
□□	CMMS U□d	□ □	N/A	0□	0□	□ -	□ -
□□	□rr□S□r□WRF G□r□r S□ R□	□ □	N/A	0□	0□	□ -	□ -
□□□	M□d L□ W□d	□ □	N/A	0□	0□	□ -	□ -
□□□	R□ □42 (2006 F□rd E250 VAN)	□ □	N/A	0□	0□	□ -	□ -
□□□	V□ Id Pr	□ □	N/A	0□	0□	□ -	□ -
□□□	W□r R□ F□ E250 V□	□ □	N/A	0□	0□	□ -	□ -
□□□	□□□ S□ □r F□d O□r						
□□□	CIPP R P 2	□ □	N/A	0□	0□	□ -	□ -
□□□	CIPP R P 3	□ □	N/A	0□	0□	□ -	□ -
□□□	CIPP R P 4	□ □	N/A	0□	0□	□ -	□ -
□□□	CIPP R P 5	□ □	N/A	0□	0□	□ -	□ -
□□□	CIPP R P 6	□ □	N/A	0□	0□	□ -	□ -
□□□	E□r W□ d C□d R	□ □	N/A	0□	0□	□ -	□ -
□□□	□rr□S□r□WRF F□ I□ □r□□□	□ □	N/A	0□	0□	□ -	□ -
□□□	L S 4 R	□ □	N/A	0□	0□	□ -	□ -
□□□	L S M I□ □r	□ □	N/A	0□	0□	□ -	□ -
□□□	R MCC 1-6	□ □	N/A	0□	0□	□ -	□ -
□□□	R □53 (200□ F□rd F250 UTILITY)	□ □	N/A	0□	0□	□ -	□ -
□□□	R □54 (2005 F□rd E250 VAN)	□ □	N/A	0□	0□	□ -	□ -
□□□	R □85 (2001 F□rd F450 DUMP)	□ □	N/A	0□	0□	□ -	□ -
□□□	RTU R	□ □	N/A	0□	0□	□ -	□ -
□□□	S□ □r C	□ □	N/A	0□	0□	□ -	□ -
□□□	WFO S□ □r E250 V□	□ □	N/A	0□	0□	□ -	□ -
□□□	WFO S□ □r F250 U F□rd	□ □	N/A	0□	0□	□ -	□ -
□□□	WFO S□ □r F450 D□ □ F□rd	□ □	N/A	0□	0□	□ -	□ -
□□□	WFO S□ □r GU813 M	□ □	N/A	0□	0□	□ -	□ -
□□□		□ □	N/A	0□	0□	□ -	□ -
□□□	UNSPECIFIED FUTURE PRO□ECTS	□ □	N/A	0□	0□	□ -	□ -
	T□	□ □□□□□□□□□				□ □□□□□□□□□	□ □□□□□□□□□

A	B	C	D	E	F	G	
		S□r□□□ A□□□□□□□			C□□□□ □r A□□□□□□		
	B□□□ □□r A□□□□	□ □r	S□□ □r□ R□□□	□ □r	R□□□□□□ R□□□	R□□□O□□	R□□□□□□ R□□□
□	E□□□□□ S□□□r L□□ D□□□S□r□□□						
□	S□r□□ 1□□□ B□d - Pr□□□□□	□ 1,170,000	□6.4□	3.6□	□ 1,128,355	□4.8□	5.2□	□ 1,070,010
□	S□r□□ 1□□□ B□d - I□r□□□	□ 1□4,250	□6.4□	3.6□	□ 187,336	□4.8□	5.2□	□ 177,64□
□	S□r□□ 2003 - Pr□□□□□	□ 1,250,000	□6.5□	3.5□	□ 1,206,537	□4.□□	5.1□	□ 1,145,5□1
□	S□r□□ 2003 - I□r□□	□ 640,275	□6.5□	3.5□	□ 618,012	□4.□□	5.1□	□ 586,7□5
□	S□r□□ 200□A B□d□ - Pr□□□□□	□ -	□3.5□	6.5□	□ -	51.0□	4□.0□	□ -
□	S□r□□ 200□A B□d□ - I□r□□	□ 440,□6□	□3.5□	6.5□	□ 412,44□	51.0□	4□.0□	□ 210,421
□	S□r□□ 200□B B□d□ - Pr□□□□□	□ -	□6.4□	3.6□	□ -	□4.8□	5.2□	□ -
□	S□r□□ 200□B B□d□ - I□r□□	□ 5□0,750	□6.4□	3.6□	□ 56□,723	□4.8□	5.2□	□ 540,264
□□	S□r□□ 2010 BAB - Pr□□□□□	□ -	100.0□	0.0□	□ -	47.2□	52.8□	□ -
□□	S□r□□ 2010 BAB - I□r□□	□ 1,866,313	100.0□	0.0□	□ 1,866,313	47.2□	52.8□	□ 880,□□3
□□	S□r□□ 2010 BAB - S□□d□	□ (5□5,374)	100.0□	0.0□	□ (5□5,374)	47.2□	52.8□	□ (281,046)
□□	**S□□□□□**	□ □□□□□□□			□ □□□□□□□	□□□□□		□ □□□□□□□
□□	E□□□□□ SRL D□□□S□r□□□							
□□	SRL 517010 - Pr□□□□□	□ 2□5,504	100.0□	0.0□	□ 2□5,504	0.0□	100.0□	□ -
□□	SRL 517010 - I□r□□	□ 65,27□	100.0□	0.0□	□ 65,27□	0.0□	100.0□	□ -
□□	SRL 517020 - Pr□□□□□	□ 230,751	100.0□	0.0□	□ 230,751	0.0□	100.0□	□ -
□□	SRL 517020 - I□r□□	□ 62,334	100.0□	0.0□	□ 62,334	0.0□	100.0□	□ -
□□	SRL 517030 - Pr□□□□□	□ 521,267	100.0□	0.0□	□ 521,267	0.0□	100.0□	□ -
□□	SRL 517030 - I□r□□	□ 14□,□22	100.0□	0.0□	□ 14□,□22	0.0□	100.0□	□ -
□□	SRL 202P - Pr□□□□□	□ 161,870	0.0□	100.0□	□ -	0.0□	100.0□	□ -
□□	SRL 202P - I□r□□	□ 33,465	0.0□	100.0□	□ -	0.0□	100.0□	□ -
□□	SRL 517040 - Pr□□□□□	□ □□,534	100.0□	0.0□	□ □□,534	0.0□	100.0□	□ -
□□	SRL 517040 - I□r□□	□ 51,878	100.0□	0.0□	□ 51,878	0.0□	100.0□	□ -
□□	SRL - 517050 - Pr□□□□□	□ 284,707	100.0□	0.0□	□ 284,707	0.0□	100.0□	□ -
□□	SRL - 517050 - I□r□□	□ 144,585	100.0□	0.0□	□ 144,585	0.0□	100.0□	□ -
□□	SRL WW812030 - Pr□□□□□	□ 257,2□4	0.0□	100.0□	□ -	0.0□	100.0□	□ -
□□	SRL WW812030 - I□r□□	□ 143,030	0.0□	100.0□	□ -	0.0□	100.0□	□ -
□□	SRL DW517060 - Pr□□□□□	□ 5,26□	100.0□	0.0□	□ 5,26□	0.0□	100.0□	□ -
□□	SRL DW517060 - I□r□□	□ 2,7□□	100.0□	0.0□	□ 2,7□□	0.0□	100.0□	□ -
□□	**S□□□□□**	□ □□□□□□□			□ □□□□□□□			□ □
□□	**T□□□**	□ □□□□□□□			□ □□□□□□□			□ □□□□□□□

	A	B	C	D	E	F	G
□□	B□□d F□□d□d C□□□□□□l□□□□□□ □□□□Pr□□r T□ S□r□□□ □□□□□		T□□□□ Pr□□□□d□	R□□□□□□□□ R□□□□□	R□□□□□O□□□	R□□□□□□□□ R□□□□□	
□□	S□r□□□ 1□□3B:						
□□	D□□□WTP I□ □r□□□□ □□□□	WA	□ 5,800,000	100□	0□	□ 5,800,000	
□□	W□□ □□□□□□□ WTP I□ □r□□□□ □□□□	WA	□ 4,800,000	100□	0□	□ 4,800,000	
□□	T□□□r Cr□□□ R□□□r□□r	WA	□ 1,100,000	100□	0□	□ 1,100,000	
□□	W□□r M□□ R□□□□□□□	WA	□ 800,000	0□	100□	□ -	
□□	R□□□□ S□□□□ - S□r□□□	RW	□ 1,000,000	0□	100□	□ -	
□□	R□□□□ S□□□□ - E□□□□□□□	RW	□ 467,000	0□	100□	□ -	
□□	S□□ r S□□□□ - E□□□□□□□	WW	□ 300,000	0□	100□	□ -	
□□	Add□□□□□W□□r W□□□	WA	□ 2,000,000	100□	0□	□ 2,000,000	
□□	S□r□□□ 1□□7:						
□□	DYAL WTP E□□□□□□□ A□d I□□□□ S□r□□□r□	WA	□30,670,750	100□	0□	□30,670,750	
□□	ASR W□□E□□□□□□□	WA	□ 1,305,000	100□	0□	□ 1,305,000	
□□	R□□□□r C□r□□r R□□□□□□□□□	WA	□ 1,401,000	100□	0□	□ 1,401,000	
□□	S□r□□□ 2003 R□□□d□□□:						
□□	DYAL WTP - U□d□rdr□□ I□ □r□□□□ □□□□	WA	□ 1,175,035	100□	0□	□ 1,175,035	
□□	**T□□□ B□□d F□□d□d C□□□□□□l□□□□□□ □□□□Pr□□r T□ S□r□□□ □□□□□**		□ □□□□□□□□			□ □□□□□□□□	
□□	□□□□r□□□□ C□□□□□□l□□□□□□ □□□ A□□□□□□□ Pr□□r T□ S□r□□□ □□□□□		□□□□ □ □□□□C	R□□□□□□□□ R□□□□□	R□□□□□O□□□		
□□	W□□□r	WA	□6.5□	□48,251,785	□ 2,567,000		
□□	R□□□□□□ □d W□□□r	RW	2.□□				
□□	S□□ □r	WW	0.6□				
□□	**T□□□□ B□□d F□□d□d C□□□□□□l□□□□□□ □□□ A□□□ Pr□□r T□ S□r□□□ □□□□□**		□□□□□□□	□□□□□□□	□□□□□□		
□□	□□□□r□□□□ C□□□□□□l□□□□□□ □□□ A□□□□□□□ Pr□□r T□ S□r□□□ □□□□□		□□□□ □ □□□□B	R□□□□□□□□ R□□□□□	R□□□□□O□□□		
□□	W□□□r	WA	□6.4□	□47,076,750	□ 2,567,000		
□□	R□□□□□□ □d W□□□r	RW	3.0□				
□□	S□□ □r	WW	0.6□				
□□	**T□□□□ B□□d F□□d□d C□□□□□□l□□□□□□ □□□ A□□□ Pr□□r T□ S□r□□□ □□□□□**		□□□□□□□	□□□□□□□	□□□□□□		

	A	B	C	D	E	F	G
□□	□□□□r□□□□C□□□□□□l□□□□□□ □□□□S□r□□□ □□□□A□□		□□□□A	R□□□□□□□□ R□□□□□	R□□□□□O□□□	R□□□□□□□□ R□□□□□	
□□	S□r□□□ 200□A:						
□□	N□□ UT B□□d□□□ (W□□□r F□□□□□□ O□□r□□□□□)	WA	□ 6,77□,2□5	57□	43□	□ 3,85□,241	
□□	C□□□r□□□□ T□rr□□□ W□□□r M□□□	WA	□ 165,645	0□	100□	□ -	
□□	R□□□r□□□□ S□□□r L□□□□	WW	□ 404,17□	0□	100□	□ -	
□□	S□□□□ Tr□□□□□□ Tr□□ WM	WA	□ 156,856	0□	100□	□ -	
□□	R□□□r□□□□ 600 S□□□□ S□r□□□	WA	□ 2,700	0□	100□	□ -	
□□	L□□ (W□□□r P□r□□□□)	WA	□ 668,620	57□	43□	□ 380,624	
□□	L□□ (S□□□r P□r□□□□)	WW	□ 133,314	0□	100□	□ -	
□□	**T□□□□ B□□d F□□d□d C□□□□□□l □□□□□□ □□□□ S□r□□□ □□□□□ A□**		□ □□□□□□□□□□			□ □□□□□□□□□□	
□□	□□□□r□□□□C□□□□□□l□□□□□□ □□□□A□□□□□□□□ (S□r□□□ □□□□□A□		□□□□A	R□□□□□□□□ R□□□□□	R□□□□□O□□□		
□□	W□□□r	WA	□3.5□	□ 4,23□,866	□ 4,070,744		
□□	R□□□□□□ □d W□□□r	RW	0.0□				
□□	S□□□r	WW	6.5□				
□□	**T□□□□ B□□d F□□d□d C□□□□□□l □□□□□□ □□□□A□□□□ (S□r□□□ □□□□□A□**		□□□□□□□	□□□□□□□	□□□□□□□		
□□	□□□□r□□□□C□□□□□□l□□□□□□ □□□□S□r□□□ □□□□□□		□□□□□	R□□□□□□□□ R□□□□□	R□□□□□O□□□	R□□□□□□□□ R□□□□□	
□□	S□r□□□ 2010:						
□□	4055 F□□□r S□r□□□□ □□D□□□	WA	□ 1,□66,786	100□	0□	□ 1,□66,786	
□□	4055 L□□□d O□□□□□ S□□□□ DYAL	WA	□ 1,200,000	100□	0□	□ 1,200,000	
□□	4055 R□□ W□□□r M□□r□ □d M□□□r□□	WA	□ 1,500,000	100□	0□	□ 1,500,000	
□□	4055 R□□ W□□□r P□□□ □□ W□□□□d W□□ □□□□□□ Rc	WA	□ 4,5□5,000	100□	0□	□ 4,5□5,000	
□□	4055 S□□□□ C□□□ G□rd□□	WA	□ 800,000	0□	100□	□ -	
□□	4055 S□□□□ S□□□r□ U□r□d□ DYAL	WA	□ 1,500,000	100□	0□	□ 1,500,000	
□□	4055 US 1 W□d□□□ - P□□ □□ C□d□	WA	□ 10,200,000	0□	100□	□ -	
□□	4055 V□□□□ □□ S.R. 520 36" □ □r□ □□	WA	□ 1,450,000	0□	100□	□ -	
□□	4055 W□□ □□□□□□ P□□ □□	WA	□ 370,000	100□	0□	□ 370,000	
□□	**T□□□□ B□□d F□□d□d C□□□□□□l □□□□□□ □□□□ S□r□□□ □□□□□**		□ □□□□□□□□□□			□ □□□□□□□□□□	
□□	□□□□r□□□□C□□□□□□l□□□□□□ □□□□A□□□□□□□□ (S□r□□□ □□□□□		□□□□□	R□□□□□□□□ R□□□□□	R□□□□□O□□□		
□□	W□□□r	WA	100.0□	□ 11,131,786	□ 12,450,000		
□□	R□□□□□□ □d W□□□r	RW	0.0□				
□□	S□□□r	WW	0.0□				
□□	**T□□□□ B□□d F□□d□d C□□□□□□l □□□□□□ □□□□A□□□□ (S□r□□□ □□□□□**		□□□□□□□	□□□□□□□	□□□□□□□		

A	B	C	D	E	F	G	H	I
		□□□□r CIP B□d□□□						
B□□□ □□r □d □□□r CIP r□□ FAMS □□S□r□□□	B□□□ □□r [□□]	C□rr□□□□□r	C□rr□□□□□r □□	C□rr□□□□□r □□	C□rr□□□□□r □□	C□rr□□□□□r □□		
W□□r	□13,212,775	□18,005,788	□16,024,705	□15,83□,721	□18,840,068	□17,0□2,446		
S□□r/R□□□	□1,765,356	□2,4□0,520	□2,004,448	□2,510,625	□2,446,64□	□2,011,844		
T□□□B□□□ □□r □d □□□r CIP r□□ FAMS □□S□r□□□								
B□□□ □□r □d □□□r CIP r□□ FAMS □□F□d□□ S□□r□□							H□□□r T□□□	
C□□ F□d□d Fr□ R□□r□□	□6,4□4,175	□62,□45	□0	□0	□0	□0	□62,□45	0.1□
C□□ F□d□d Fr□ E□□□□ R□□□□□	□8,483,□56	□3,871,115	□5,324,254	□5,6□5,883	□7,4□0,656	□8,123,781	□30,505,6□1	31.4□
D□□ F□d□d	□0	□16,562,248	□12,704,8□8	□12,654,462	□13,7□6,061	□10,□80,508	□66,6□8,177	68.6□
T□□□B□□□ □□r □d □□□r CIP r□□ FAMS □□S□r□□□								
B□□□ □□r C□□□□S□□d□□ A□□□□□□								
B□□□ Y□r A□□□□CIP r□□ S□□CIP T□□	□14,□78,131							
A□r□□ □ E□□□□R□□□□ F□d□d C□□□□(5-Y□r)	31.4□ (2)							
I□ □□d B□□□ □□r C□□ F□d□d CIP								
A□r□□ □ D□□F□d□d C□□□(5-Y□r)	68.6□							
A□□□ □d B□□ Y□r D□□F□d□d CIP	□10,270,862							
T□r□	30							
R□□ (A-R□d B□d Y□d□)	3.75□							
I□ □□d B□□ □r A□□□D□□S□r□□ □□ D□□F□d□d CIP								

(1) B□□ Y□r □□d□□ □□□□□d W□r □d S□□r/R□□ □□W□□□d 5-Y□r T□□CIP, □□ □□□□ □ □□ S□□d□ 4.
(2) C□□□□d □□□ □□ □□d □□ □ □ □□ □□ □40□.

EXHIBIT 3

A	B	C	D	E	F	G	□	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
□ □□□□ **FIELD SER□ICES**								
□ S□□r□□□ □ B□□□□□□								
□ 12-00 R□□□□r S□□r□□□ & W□□□□	□ 776,263	□ -	□ 776,263	B□□□ Y□□r A□□□□□	□0□	10□	□ 6□5,147	□ 81,116
□ 12-12 A□r□□P□□□□	□ 26,02□	□ -	□ 26,02□	B□□□ Y□□r A□□□□□	□0□	10□	□ 23,30□	□ 2,720
□ 13-00 O□□r S□□r□□□ & W□□□□	□ 62,628	□ -	□ 62,628	B□□□ Y□□r A□□□□□	□0□	10□	□ 56,084	□ 6,544
□ 14-00 O□r□□□ □	□ 1,180	□ -	□ 1,180	B□□□ Y□□r A□□□□□	□0□	10□	□ 1,057	□ 123
□ 20-00 C□□□□□□/S□□□ A□□□ □□□□□	□ 110	□ -	□ 110	B□□□ Y□□r A□□□□□	□0□	10□	□□	□ 11
□ 21-00 FICA T□□□□	□ 61,770	□ -	□ 61,770	B□□□ Y□□r A□□□□□	□0□	10□	□ 55,315	□ 6,455
□ 22-00 R□□r□□ □□□C□□r□□□□□	□ 168,771	□ -	□ 168,771	B□□□ Y□□r A□□□□□	□0□	10□	□ 151,135	□ 17,636
□□ 23-00 L□□/H□□□□ I□□□r□□□□	□ 253,811	□ -	□ 253,811	B□□□ Y□□r A□□□□□	□0□	10□	□ 227,28□	□ 26,522
□□ 24-00 W□r□□r'□C□□ □□□□□□□□	□ 44,133	□ -	□ 44,133	B□□□ Y□□r A□□□□□	□0□	10□	□ 3□,521	□ 4,612
□□ 26-00 OPEB H□□□□ E□□□□□□	□ 25,320	□ -	□ 25,320	B□□□ Y□□r A□□□□□	□0□	10□	□ 22,674	□ 2,646
□□ 27-00 C□□□□r□□ P□□□	□ 8,400	□ -	□ 8,400	B□□□ Y□□r A□□□□□	□0□	10□	□ 7,522	□ 878
□□ T□□□□ S□□□r□□□ □ B□□□□□□□	□ □□□□□□□□	□	□	□ □□□□□□□□			□ □□□□□□□□	□ □□□□□□□
□□ O□□r□□□□ E□□□□d□□□r□□								
□□ 41-00 C□□ □ □□□□□□□	□ 6,172	□ -	□ 6,172	B□□□ Y□□r A□□□□□	□0□	10□	□ 5,527	□ 645
□□ 42-00 P□□□□□□ & Fr□□□□	□ 11□	□ -	□ 11□	B□□□ Y□□r A□□□□□	□0□	10□	□ 107	□ 12
□□ 45-00 I□□□r□□□□	□ 8,□55	□ -	□ 8,□55	B□□□ Y□□r A□□□□□	□0□	10□	□ 8,01□	□ □36
□□ 46-00 R□□□□n□ & M□□□□□□□□□	□ 24,866	□ -	□ 24,866	B□□□ Y□□r A□□□□□	□0□	10□	□ 22,268	□ 2,5□8
□□ 46-03 R□□□□r/M□□□□- V□□□□□□	□ 15,675	□ -	□ 15,675	B□□□ Y□□r A□□□□□	□0□	10□	□ 14,037	□ 1,638
□□ 4□-00 O□□□r C□□r□□□ & O□□□	□ 120	□ -	□ 120	B□□□ Y□□r A□□□□□	□0□	10□	□ 108	□ 13
□□ 52-00 O□□r□□□□ S□□□□□□	□ 25,411	□ -	□ 25,411	B□□□ Y□□r A□□□□□	□0□	10□	□ 22,755	□ 2,655
□□ 52-30 F□□□, O□& L□□r□□□□	□ 42,5□5	□ -	□ 42,5□5	B□□□ Y□□r A□□□□□	□0□	10□	□ 38,144	□ 4,451
□□ 54-00 M□□ □□r□□□/P□□□□□□□□	□ 200	□ -	□ 200	B□□□ Y□□r A□□□□□	□0□	10□	□ 17□	□ 21
□□ T□□□□ O□□r□□□□ E□□□□d□□□r□□	□ □□□□□□□	□	□	□ □□□□□□□			□ □□□□□□□	□ □□□□□□
□□ **TOTAL □□□□□ FIELD SER□ICES**	□ □□□□□□□□	□	□	□ □□□□□□□□			□ □□□□□□□□	□ □□□□□□□
□□ □□□□ □ **ATER ADMINISTRATION**								
□□ S□□r□□□ □ B□□□□□□□								
□□ 12-00 R□□□□r S□□r□□□ & W□□□□	□ 472,275	□ -	□ 472,275	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ 3□3,763	□ 78,511
□□ 12-12 A□r□□□P□□□□□	□ 3,002	□ -	□ 3,002	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ 2,503	□ 4□□
□□ 13-00 O□□r S□□r□□□ & W□□□□	□ 8,488	□ -	□ 8,488	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ 7,077	□ 1,411
□□ 14-00 O□r□□□ □	□ 15,723	□ -	□ 15,723	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ 13,10□	□ 2,614
□□ 21-00 FICA T□□□□	□ 37,384	□ -	□ 37,384	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ 31,16□	□ 6,215
□□ 22-00 R□□r□□ □□□C□□r□□□□□	□ 486,443	□ -	□ 486,443	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ 405,577	□ 80,867
□□ 23-00 L□□/H□□□□ I□□□r□□□□	□ □4,238	□ -	□ □4,238	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ 78,571	□ 15,666
□□ 23-02 L□□/H□□□□ R□□r□□□	□ 127,107	□ -	□ 127,107	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ 105,□77	□ 21,130
□□ 24-00 W□r□□r'□C□□ □□□□□□□□	□ 12,083	□ -	□ 12,083	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ 10,075	□ 2,00□
□□ 25-00 U□□□ □□□□ □□□C□□ □□□□□□□□	□ 1,86□	□ -	□ 1,86□	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ 1,558	□ 311
□□ 26-00 OPEB H□□□□ E□□□□□□	□ 25,637	□ -	□ 25,637	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ 21,375	□ 4,262
□□ 27-00 C□□□□r□□ P□□□	□ 15,350	□ -	□ 15,350	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ 12,7□8	□ 2,552
□□ T□□□□ S□□□r□□□ □ B□□□□□□□	□ □□□□□□□□	□	□	□ □□□□□□□□			□ □□□□□□□□	□ □□□□□□□

A	B	C	D	E	F	G	□	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□□	Ad□□□□□□ □□□	B□□□ □□□r Ad□□□□□d A□□□□□□□	A□□□□□□□□ F□□□□r □r□□ S□□□d□□□ □ □□□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□□
O□□r□□□□ E□□□□□□□□								
O□□r□□□□ E□□ □L□□□ C□□□□□□B□d D□□□□I□d□r C□□□A□□□□								
31-00 Pr□□□□□□□□□S□r□□□□	□ 22□,345	□ -	□ 22□,345	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 1□1,21□	□ 38,127
31-01 L□□□E□□□□□□	□ 84,□52	□ -	□ 84,□52	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 70,82□	□ 14,122
31-33 E□ □□□□□□ H□□□ C□□□r	□ 121,□44	□ -	□ 121,□44	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 101,672	□ 20,272
32-00 A□□□□□□□□ & A□d□□□	□ 43,500	□ -	□ 43,500	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 36,26□	□ 7,231
34-00 C□□r□□□S□r□□□	□ 618,067	□ (468,144) (1)	□ 14□,□23	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 125,000	□ 24,□23
40-00 Tr□□□& P□r D□□	□ 887	□ -	□ 887	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 73□	□ 147
41-00 C□□ □ □□□□□□□	□ 1,86□	□ -	□ 1,86□	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 1,558	□ 311
42-00 P□□□□□□& Fr□□□□	□ 4,643	□ -	□ 4,643	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 3,871	□ 772
43-00 E□□□r□/W□□r/S□□r S□r□□□	□ 1,235	□ -	□ 1,235	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 1,030	□ 205
44-00 R□□□□□& L□□□□□	□ 1,7□2	□ -	□ 1,7□2	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 1,4□4	□ 2□8
45-00 I□□□r□□□	□ 318,641	□ -	□ 318,641	W□□r Ad□ □I□□□r□□□	83□	17□	□ 264,825	□ 53,816
46-00 R□□□n□& M□□□□□□□□	□ 3,5□0	□ -	□ 3,5□0	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 2,□□3	□ 5□7
46-02 R□□□r/M□□□B□d□□	□ 1,517	□ -	□ 1,517	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 1,265	□ 252
46-03 R□□□r/M□□□- V□□□□□	□ 1,368	□ -	□ 1,368	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 1,141	□ 227
47-00 Pr□□□□& B□d□□	□ 5,125	□ -	□ 5,125	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 4,273	□ 852
48-00 Pr□□ □□□□□A□□□□□	□ 13,655	□ -	□ 13,655	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 11,385	□ 2,270
4□-00 O□□r C□r□□□& O□□□	□ 11,335	□ -	□ 11,335	W□□□□d T□□□ O&M E□□□□□	83□	17□	□,451	□ 1,884
4□-08 C□□□ O□r & U□d□r	□ 6□,761	□ -	□ 6□,761	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 58,164	□ 11,5□7
4□-0□ D□□□□ □□□R□□□rd□□ C□□□	□ 1,502	□ -	□ 1,502	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 1,253	□ 250
4□-15 O□□□□□□ I□□□□□r□	□ 851	□ -	□ 851	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 710	□ 142
52-00 O□r□□□□ S□□□□□	□ 62,□61	□ -	□ 62,□61	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 52,4□5	□ 10,467
52-30 F□□,O□& L□r□□□□	□ 2,438	□ -	□ 2,438	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 2,033	□ 405
52-33 E□ □□□□□□ H□□□ C□□□r	□ 52,537	□ -	□ 52,537	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 43,803	□ 8,734
54-00 M□□ □□r□□□/P□□□□□□□□	□ 28,45□	□ -	□ 28,45□	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 23,728	□ 4,731
55-00 Tr□□□□□	□ 1,475	□ -	□ 1,475	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 1,230	□ 245
5□-00 D□□r□□□□□□ E□□□□□□	□ □,□86,651	□ (□,□86,651) (2)	□ -	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ -	□ -
G□□□r□□F□□d I□d□r□□□C□□□A□□□□□□								
34-10 A□□□□□□□□- G□□□r□□F□□d	□ 5,366,□88	□ -	□ 5,366,□88	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 4,474,776	□ 8□2,212
C□□□□□□□□□ □ B□d D□□□								
3□-00 C□□□□□□□□□	□ -	□ -	□ -	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ -	□ -
4□-07 B□d D□□□E□□□□□□	□ □□,00□	□ -	□ □□,00□	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 82,550	□ 16,45□
T□□□□O□□r□□□□ E□□□□□□□	□ □□□□□□□□	□ □□□□□□□□	□ □□□□□□□□				□ □□□□□□□□	□ □□□□□□□□
I□□r□□□d Tr□□□□r□ O□□								
□1-01 Tr□□□□r □□ G□□□r□□F□□d 001	□ 5,432,540	□ -	□ 5,432,540	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 4,52□,431	□ □03,10□
□1-25 TO R□□□□□□d A□□□425	□ -	□ - (3)	□ -	N/A	0□	0□	□ -	□ -
□1-53 H□□□□ I□□r□□□ F□□d 530	□ 405,266	□ -	□ 405,266	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 337,8□4	□ 67,372
□5-01 6□ ILO Fr□□□□□□ F□□	□ 1,388,042	□ -	□ 1,388,042	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 1,157,2□3	□ 230,74□
T□□□□I□□r□□□d Tr□□□□r□ O□□	□ □□□□□□□□	□ □	□ □□□□□□□□				□ □□□□□□□□	□ □□□□□□□□
TOTAL □□□□□□ □ ATER ADMINISTRATION	□ □□□□□□□□□	□ □□□□□□□□□	□ □□□□□□□□□				□ □□□□□□□□□	□ □□□□□□□□□

A	B	C	D	E	F	G	□	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□□	A□□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□□
□□ □□□□ **D□AL PLANT**								
□□ S□□r□□ □ B□□□□□□								
□□ 12-00 R□□□□r S□□r□□& W□□□□	□ 1,423,257	□ -	□ 1,423,257	W□□r O□□	100□	0□	□ 1,423,257	□ -
□□ 12-12 A□r□□P□□□□	□ 13,055	□ -	□ 13,055	W□□r O□□	100□	0□	□ 13,055	□ -
□□ 13-00 O□□r S□□r□□& W□□□	□ 53,415	□ -	□ 53,415	W□□r O□□	100□	0□	□ 53,415	□ -
□□ 14-00 O□r□□ □	□ 138,104	□ -	□ 138,104	W□□r O□□	100□	0□	□ 138,104	□ -
□□ 20-00 C□□□□/S□□ A□□ □□□□	□ 805	□ -	□ 805	W□□r O□□	100□	0□	□ 805	□ -
□□ 21-00 FICA T□□□	□ 11□,813	□ -	□ 11□,813	W□□r O□□	100□	0□	□ 11□,813	□ -
□□ 22-00 R□□r□ □□C□r□□□□	□ 117,771	□ -	□ 117,771	W□□r O□□	100□	0□	□ 117,771	□ -
□□ 23-00 L□/H□□□ I□□r□□□	□ 450,□55	□ -	□ 450,□55	W□□r O□□	100□	0□	□ 450,□55	□ -
□□ 24-00 W□r□□r'□C□ □□□□□□	□ □2,□81	□ -	□ □2,□81	W□□r O□□	100□	0□	□ □2,□81	□ -
□□ 26-00 OPEB H□□□ E□□□□□	□ 60,820	□ -	□ 60,820	W□□r O□□	100□	0□	□ 60,820	□ -
□□ 27-00 C□□□r□ P□□	□ 12,350	□ -	□ 12,350	W□□r O□□	100□	0□	□ 12,350	□ -
□□ T□□□ S□□r□□ □ B□□□□□□	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □
□□ O□r□□□ E□□□d□r□□								
□□ 31-00 Pr□□□□□□□S□r□□□	□ 8,286	□ -	□ 8,286	W□□r O□□	100□	0□	□ 8,286	□ -
□□ 34-00 C□r□□S□r□□□	□ 231,447	□ -	□ 231,447	W□□r O□□	100□	0□	□ 231,447	□ -
□□□ 40-00 Tr□□□& P□r D□□	□ 4,587	□ -	□ 4,587	W□□r O□□	100□	0□	□ 4,587	□ -
□□□ 41-00 C□ □ □□□□□□	□ 62,013	□ -	□ 62,013	W□□r O□□	100□	0□	□ 62,013	□ -
□□□ 42-00 P□□□□□& Fr□□□	□ 26,210	□ -	□ 26,210	W□□r O□□	100□	0□	□ 26,210	□ -
□□□ 43-00 E□□r□/W□□r/S□□r S□r□□	□ 1,2□5,205	□ 426,776 (4)	□ 1,721,□82	W□□r O□□	100□	0□	□ 1,721,□82	□ -
□□□ 44-00 R□□□□& L□□□□	□ 118,048	□ -	□ 118,048	W□□r O□□	100□	0□	□ 118,048	□ -
□□□ 45-00 I□□r□□	□ □,183	□ -	□ □,183	W□□r O□□	100□	0□	□ □,183	□ -
□□□ 46-00 R□□□r□& M□□□□□□	□ 2,436,303	□ -	□ 2,436,303	W□□r O□□	100□	0□	□ 2,436,303	□ -
□□□ 46-02 R□□□r/M□□□B□d□□	□ 317,3□2	□ -	□ 317,3□2	W□□r O□□	100□	0□	□ 317,3□2	□ -
□□□ 46-03 R□□□r/M□□□- V□□□□□	□ 26,551	□ -	□ 26,551	W□□r O□□	100□	0□	□ 26,551	□ -
□□□ 47-00 Pr□□□□& B□d□□	□ 61	□ -	□ 61	W□□r O□□	100□	0□	□ 61	□ -
□□□ 4□-00 O□□r C□□r□□□& O□□□	□ 7,46□	□ -	□ 7,46□	W□□r O□□	100□	0□	□ 7,46□	□ -
□□□ 52-00 O□r□□□□ S□□□□□	□ 2,665,111	□ 878,167 (4)	□ 3,543,278	W□□r O□□	100□	0□	□ 3,543,278	□ -
□□□ 52-07 □□□□□r□□ S□□□□□	□ 4,0□5	□ -	□ 4,0□5	W□□r O□□	100□	0□	□ 4,0□5	□ -
□□□ 52-30 F□□,O□& L□r□□□□	□ 67,376	□ -	□ 67,376	W□□r O□□	100□	0□	□ 67,376	□ -
□□□ 53-00 R□d M□□r□□□/S□□□□□	□ □,572	□ -	□ □,572	W□□r O□□	100□	0□	□ □,572	□ -
□□□ 54-00 M□ □r□□□/P□□□□□□	□ -	□ -	□ -	W□□r O□□	100□	0□	□ -	□ -
□□□ 55-00 Tr□□□□	□ 25,233	□ -	□ 25,233	W□□r O□□	100□	0□	□ 25,233	□ -
□□□ T□□□ O□r□□□ E□□□d□r□□	□ □□□□□□□	□ □□□□□□□	□ □□□□□□□				□ □□□□□□□	□ □
□□□ **TOTAL □□□□ D□AL PLANT**	□ □□□□□□□	□ □□□□□□□	□ □□□□□□□				□ □□□□□□□	□ □

A	B	C	D	E	F	G	H	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
□□□	**□□□□ □ ATER FIELD OPERATIONS**							
□□□	S□□r□□ □ B□□□□□							
□□□	12-00 R□□□□r S□□r□□& W□□□□	□ 1,728,430	□ -	□ 1,728,430	W□□r F□d O□r□□□PS	□□□	1□	□ 1,711,□36 □ 16,4□4
□□□	12-12 A□r□□P□□□□	□ 23,752	□ -	□ 23,752	W□□r F□d O□r□□□PS	□□□	1□	□ 23,525 □ 227
□□□	13-00 O□□r S□□r□□& W□□□	□ 68,438	□ -	□ 68,438	W□□r O□□	100□	0□	□ 68,438 □ -
□□□	14-00 O□r□□ □	□ 15□,167	□ -	□ 15□,167	W□□r O□□	100□	0□	□ 15□,167 □ -
□□□	20-00 C□□□□□/S□□□ A□□ □□□□	□ 770	□ -	□ 770	W□□r O□□	100□	0□	□ 770 □ -
□□□	21-00 FICA T□□□	□ 145,678	□ -	□ 145,678	W□□r F□d O□r□□□PS	□□□	1□	□ 144,287 □ 1,3□0
□□□	22-00 R□r□□ □□C□r□□□□	□ 216,364	□ -	□ 216,364	W□□r F□d O□r□□□PS	□□□	1□	□ 214,2□□ □ 2,065
□□□	23-00 L□□/H□□□ I□□r□□	□ 487,634	□ -	□ 487,634	W□□r F□d O□r□□□PS	□□□	1□	□ 482,□81 □ 4,653
□□□	24-00 W□r□r'□C□ □□□□□	□ 10□,48□	□ -	□ 10□,48□	W□□r F□d O□r□□□PS	□□□	1□	□ 108,444 □ 1,045
□□□	26-00 OPEB H□□□ E□□□□	□ 83,06□	□ -	□ 83,06□	W□□r F□d O□r□□□PS	□□□	1□	□ 82,276 □ 7□3
□□□	27-00 C□□□r□ P□□	□ 23,650	□ -	□ 23,650	W□□r O□□	100□	0□	□ 23,650 □ -
□□□	T□□□ S□□r□□ □ B□□□□□	□ □□□□□	□ □	□ □□□□□				□ □□□□□ □ □□□□
□□□	O□r□□□ E□□□d□r□□							
□□□	31-00 Pr□□□□□□S□r□□□	□ 2,78□	□ -	□ 2,78□	W□□r O□□	100□	0□	□ 2,78□ □ -
□□□	34-00 C□r□□S□r□□□	□ 38,4□3	□ -	□ 38,4□3	W□□r O□□	100□	0□	□ 38,4□3 □ -
□□□	40-00 Tr□□□& P□r D□□	□ 2,375	□ -	□ 2,375	W□□r O□□	100□	0□	□ 2,375 □ -
□□□	41-00 C□□ □ □□□□□□	□ 1□,306	□ -	□ 1□,306	W□□r O□□	100□	0□	□ 1□,306 □ -
□□□	42-00 P□□□□□& Fr□□□	□ 2,538	□ -	□ 2,538	W□□r O□□	100□	0□	□ 2,538 □ -
□□□	43-00 E□□r□/W□□r/S□□r S□r□□	□ 73,786	□ -	□ 73,786	W□□r O□□	100□	0□	□ 73,786 □ -
□□□	44-00 R□□□□& L□□□□	□ 3,201	□ -	□ 3,201	W□□r O□□	100□	0□	□ 3,201 □ -
□□□	45-00 I□□r□□	□ 17,552	□ -	□ 17,552	W□□r O□□	100□	0□	□ 17,552 □ -
□□□	46-00 R□□r□& M□□□□□□	□ 2,361,373	□ -	□ 2,361,373	W□□r O□□	100□	0□	□ 2,361,373 □ -
□□□	46-02 R□□r/M□□□B□d□□	□ 82,465	□ -	□ 82,465	W□□r O□□	100□	0□	□ 82,465 □ -
□□□	46-03 R□□r/M□□□- V□□□□	□ 72,758	□ -	□ 72,758	W□□r O□□	100□	0□	□ 72,758 □ -
□□□	47-00 Pr□□□□& B□d□□	□ 25	□ -	□ 25	W□□r O□□	100□	0□	□ 25 □ -
□□□	4□-00 O□r C□r□□□& O□□□	□ 2,112	□ -	□ 2,112	W□□r O□□	100□	0□	□ 2,112 □ -
□□□	52-00 O□r□□□ S□□□□	□ 118,48□	□ -	□ 118,48□	W□□r O□□	100□	0□	□ 118,48□ □ -
□□□	52-07 □□□r□□ S□□□□	□ 3,050	□ -	□ 3,050	W□□r O□□	100□	0□	□ 3,050 □ -
□□□	52-30 F□□,O□& L□r□□□	□ 75,344	□ -	□ 75,344	W□□r O□□	100□	0□	□ 75,344 □ -
□□□	53-00 R□d M□□r□□/S□□□	□ 5,602	□ -	□ 5,602	W□□r O□□	100□	0□	□ 5,602 □ -
□□□	54-00 M□□ □r□□□/P□□□□	□ 255	□ -	□ 255	W□□r O□□	100□	0□	□ 255 □ -
□□□	55-00 Tr□□□	□ 3,64□	□ -	□ 3,64□	W□□r O□□	100□	0□	□ 3,64□ □ -
□□□	T□□□ O□r□□□ E□□□d□r□□	□ □□□□□	□ □	□ □□□□□				□ □□□□□ □ □
□□□	**TOTAL □□□□ □ ATER FIELD OPERATIONS**	□ □□□□□	□ □	□ □□□□□				□ □□□□□ □ □□□□

A	B	C	D	E	F	G	□	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□	A□□□□□□□□ F□□□□r □r□□ S□□d□□ □ □□□□□	□ □□r	S□□ r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ r□ R□□□□ A□□□□□
□□□ □□□□ **ENGINEERING**								
□□□ S□□r□□ □ B□□□□□								
□□□ 12-00 R□□□□r S□□r□□ & W□□□□	□ 387,654	□ -	□ 387,654	W□□□□d 5-Y□r CIP	88□	12□	□ 341,□65	□ 45,6□0
□□□ 12-12 A□r□□P□□□□	□ 11,12□	□ -	□ 11,12□	W□□□□d 5-Y□r CIP	88□	12□	□ □,818	□ 1,312
□□□ 13-00 O□□r S□□r□□ & W□□□□	□ 64,350	□ -	□ 64,350	W□□□□d 5-Y□r CIP	88□	12□	□ 56,765	□ 7,584
□□□ 14-00 O□r□□ □	□ 132	□ -	□ 132	W□□□□d 5-Y□r CIP	88□	12□	□ 117	□ 16
□□□ 21-00 FICA T□□□	□ 35,243	□ -	□ 35,243	W□□□□d 5-Y□r CIP	88□	12□	□ 31,08□	□ 4,154
□□□ 22-00 R□r□□ □□C□r□□□□□	□ 33,□6	□ -	□ 33,□6	W□□□□d 5-Y□r CIP	88□	12□	□ 2□,□8□	□ 4,007
□□□ 23-00 L□/H□□□ I□r□□	□ 155,464	□ -	□ 155,464	W□□□□d 5-Y□r CIP	88□	12□	□ 137,141	□ 18,323
□□□ 24-00 W□r□r'□C□□ □□□□□□	□ 4,657	□ -	□ 4,657	W□□□□d 5-Y□r CIP	88□	12□	□ 4,108	□ 54□
□□□ 26-00 OPEB H□□□ E□□□□	□ 20,127	□ -	□ 20,127	W□□□□d 5-Y□r CIP	88□	12□	□ 17,755	□ 2,372
□□□ 27-00 C□□□r□ P□□	□ 21,□50	□ -	□ 21,□50	W□□□□d 5-Y□r CIP	88□	12□	□ 1□,363	□ 2,587
□□□ T□□□ S□□r□□ □ B□□□□□	□	□	□				□	□
□□□ O□r□□□ E□□□d□r□□								
□□□ 31-03 E□□□□r□□ S□r□□□	□ -	□ -	□ -	W□□□□d 5-Y□r CIP	88□	12□	□ -	□ -
□□□ 34-00 C□r□□ S□r□□	□ 73,□44	□ -	□ 73,□44	W□□□□d 5-Y□r CIP	88□	12□	□ 65,22□	□ 8,715
□□□ 40-00 Tr□□□& P□r D□□	□ 7	□ -	□ 7	W□□□□d 5-Y□r CIP	88□	12□	□ 7	□ 1
□□□ 41-00 C□ □ □□□□□	□ 2,880	□ -	□ 2,880	W□□□□d 5-Y□r CIP	88□	12□	□ 2,541	□ 33□
□□□ 42-00 P□□□□ & Fr□□□	□ 304	□ -	□ 304	W□□□□d 5-Y□r CIP	88□	12□	□ 268	□ 36
□□□ 45-00 I□r□□	□ 2,2□□	□ -	□ 2,2□□	W□□□□d 5-Y□r CIP	88□	12□	□ 2,028	□ 271
□□□ 46-00 R□□r□ & M□□□□	□ 5,242	□ -	□ 5,242	W□□□□d 5-Y□r CIP	88□	12□	□ 4,624	□ 618
□□□ 46-03 R□□r/M□□□- V□□□□	□ 3,743	□ -	□ 3,743	W□□□□d 5-Y□r CIP	88□	12□	□ 3,302	□ 441
□□□ 47-00 Pr□□□ & B□d□□	□ 58	□ -	□ 58	W□□□□d 5-Y□r CIP	88□	12□	□ 51	□ 7
□□□ 4□-00 O□r C□r□□ & O□□.	□ 716	□ -	□ 716	W□□□□d 5-Y□r CIP	88□	12□	□ 632	□ 84
□□□ 52-00 O□r□□ S□□□	□ □,750	□ -	□ □,750	W□□□□d 5-Y□r CIP	88□	12□	□ 8,601	□ 1,14□
□□□ 52-30 F□□, O□& L□r□□	□ 4,□12	□ -	□ 4,□12	W□□□□d 5-Y□r CIP	88□	12□	□ 4,333	□ 57□
□□□ 54-00 M□□ □r□□/P□□□□	□ 358	□ -	□ 358	W□□□□d 5-Y□r CIP	88□	12□	□ 316	□ 42
□□□ 55-00 Tr□□□	□ 5□0	□ -	□ 5□0	W□□□□d 5-Y□r CIP	88□	12□	□ 520	□ 70
□□□ T□□□ O□r□□□ E□□□d□r□□	□	□	□				□	□
□□□ **TOTAL □□□□□ ENGINEERING**	□	□	□				□	□
□□□ □□□□ □ **ATER RECLAMATION**								
□□□ S□□r□□ □ B□□□□□								
□□□ 12-00 R□□□□r S□□r□□ & W□□□□	□ 724,73□	□ -	□ 724,73□	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 724,73□
□□□ 12-12 A□r□□P□□□□	□ 31,36□	□ -	□ 31,36□	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 31,36□
□□□ 13-00 O□□r S□□r□□ & W□□□□	□ 54,163	□ -	□ 54,163	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 54,163
□□□ 14-00 O□r□□ □	□ 66,3□1	□ -	□ 66,3□1	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 66,3□1
□□□ 20-00 C□□□□□/S□□□ A□□□	□ 440	□ -	□ 440	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 440
□□□ 21-00 FICA T□□□	□ 63,345	□ -	□ 63,345	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 63,345
□□□ 22-00 R□r□□ □□□C□r□□□□□	□ 211,522	□ -	□ 211,522	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 211,522
□□□ 23-00 L□/H□□□ I□r□□	□ 188,581	□ -	□ 188,581	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 188,581
□□□ 24-00 W□r□r'□C□□ □□□□□□	□ 3□,301	□ -	□ 3□,301	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 3□,301
□□□ 26-00 OPEB H□□□ E□□□□	□ 21,18□	□ -	□ 21,18□	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 21,18□
□□□ 27-00 C□□□r□ P□□	□ 13,250	□ -	□ 13,250	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 13,250
□□□ T□□□ S□□r□□ □ B□□□□□	□	□	□				□	□

A	B	C	D	E	F	G	□	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□□	A□□□□□□□□ F□□□□r □r□□ S□□d□□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□□
□□□ O□□r□□□□ E□□□□d□□r□□								
□□□ 31-00 Pr□□□□□□□□□S□r□□□□	□ 6,117	□ -	□ 6,117	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 6,117
□□□ 34-00 C□□r□□□S□r□□□□	□ 62,5□8	□ -	□ 62,5□8	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 62,5□8
□□□ 40-00 Tr□□□& P□r D□□	□ 1,055	□ -	□ 1,055	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 1,055
□□□ 41-00 C□□ □ □□□□□□□	□ 7,744	□ -	□ 7,744	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 7,744
□□□ 42-00 P□□□□□& Fr□□□□	□ 3,616	□ -	□ 3,616	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 3,616
□□□ 43-00 E□□□r□/W□□r/S□□r S□r□□□	□ 161,752	□ -	□ 161,752	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 161,752
□□□ 44-00 R□□□□□& L□□□□□	□ 2,342	□ -	□ 2,342	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 2,342
□□□ 45-00 I□□r□□□	□ 1,813	□ -	□ 1,813	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 1,813
□□□ 46-00 R□□□n□& M□□□□□□□□	□ 232,372	□ -	□ 232,372	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 232,372
□□□ 46-02 R□□□r/M□□□B□d□□	□ 28,43□	□ -	□ 28,43□	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 28,43□
□□□ 46-03 R□□□r/M□□□- V□□□□□	□ 4,768	□ -	□ 4,768	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 4,768
□□□ 4□-00 O□□r C□r□□□& O□□□	□ 6,338	□ -	□ 6,338	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 6,338
□□□ 52-00 O□r□□□□ S□□□□□	□ 151,167	□ -	□ 151,167	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 151,167
□□□ 52-07 □□□□r□□S□□□□□	□ 1,841	□ -	□ 1,841	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 1,841
□□□ 52-30 F□□,O□& L□r□□□□	□ 4,360	□ -	□ 4,360	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 4,360
□□□ 54-00 M□□ □r□□□/P□□□□□□□	□ 460	□ -	□ 460	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 460
□□□ 55-00 Tr□□□□	□ 2,171	□ -	□ 2,171	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 2,171
□□□ T□□□□O□r□□□□ E□□□□d□□r□□	□ □□□□□□	□ □	□ □□□□□□				□ □	□ □□□□□□
□□□ **TOTAL □□□□□ □ ATER RECLAMATION**	□ □□□□□□□	□ □	□ □□□□□□□				□ □	□ □□□□□□□
□□□ **□□□□ SE□ ER FIELD OPERATIONS**								
□□□ S□□r□□□ □ B□□□□□□								
□□□ 12-00 R□□□□r S□□r□□□& W□□□□	□ 506,625	□ -	□ 506,625	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 506,625
□□□ 14-00 O□r□□□ □	□ 37,115	□ -	□ 37,115	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 37,115
□□□ 20-00 C□□□□□□/S□□□ A□□□ □□□□□	□ 385	□ -	□ 385	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 385
□□□ 21-00 FICA T□□□□	□ 38,1□5	□ -	□ 38,1□5	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 38,1□5
□□□ 22-00 R□□r□□ □□□C□□r□□□□□	□ 183,350	□ -	□ 183,350	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 183,350
□□□ 23-00 L□□/H□□□□ I□□□r□□□	□ 166,316	□ -	□ 166,316	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 166,316
□□□ 24-00 W□r□□r'□C□□ □□□□□□□	□ 27,274	□ -	□ 27,274	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 27,274
□□□ 26-00 OPEB H□□□□ E□□□□□	□ 8,788	□ -	□ 8,788	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 8,788
□□□ 27-00 C□□□□r□□ P□□	□ 7,200	□ -	□ 7,200	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 7,200
□□□ T□□□□S□□r□□□ □ B□□□□□□	□ □□□□□□	□ □	□ □□□□□□				□ □	□ □□□□□□

A	B	C	D	E	F	G	□	I
				SERVICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□□	A□□□□□□□□ F□□□□r □r□□ S□□□d□□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□□
□□□ O□□r□□□□ E□□□□d□□r□□								
□□□ 34-00 C□□r□□□ S□r□□□□	□ 11,081	□ -	□ 11,081	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 11,081
□□□ 40-00 Tr□□□ & P□r D□□	□ 7	□ -	□ 7	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 7
□□□ 41-00 C□□ □ □□□□□□□	□ 3,705	□ -	□ 3,705	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 3,705
□□□ 42-00 P□□□□□ & Fr□□□	□ 1,616	□ -	□ 1,616	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 1,616
□□□ 43-00 E□□□r□/W□□r/S□□r S□r□□	□ 71,067	□ -	□ 71,067	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 71,067
□□□ 44-00 R□□□□& L□□□□	□ 511	□ -	□ 511	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 511
□□□ 45-00 I□□r□□□	□ 6,626	□ -	□ 6,626	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 6,626
□□□ 46-00 R□□□r□ & M□□□□□□□	□ 377,564	□ -	□ 377,564	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 377,564
□□□ 46-03 R□□□r/M□□□- V□□□□□	□ 24,672	□ -	□ 24,672	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 24,672
□□□ 47-00 Pr□□□□ & B□d□□	□ 171	□ -	□ 171	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 171
□□□ 4□-00 O□□r C□□r□□ & O□□□	□ 601	□ -	□ 601	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 601
□□□ 52-00 O□r□□□□ S□□□□□	□ 34,15□	□ -	□ 34,15□	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 34,15□
□□□ 52-30 F□□, O□& L□r□□□□	□ 23,866	□ -	□ 23,866	S□□□r / R□□□□ O□□	0□	100□	□ -	□ 23,866
□□□ 53-00 R□d M□□r□□/S□□□□□	□ □0□	□ -	□ □0□	S□□□r / R□□□□ O□□	0□	100□	□ -	□ □0□
□□□ 54-00 M□ □r□□/P□□□□□□	□ -	□ -	□ -	S□□□r / R□□□□ O□□	0□	100□	□ -	□ -
□□□ 55-00 Tr□□□□	□ -	□ -	□ -	S□□□r / R□□□□ O□□	0□	100□	□ -	□ -
□□□ T□□□ O□r□□□ E□□□d□r□□	□	□	□				□	□
□□□ **TOTAL □□□□ SE□ ER FIELD OPERATIONS**	□	□	□				□	□
□□□ **DEBT SER□ICE**								
□□□ E□□□□ S□□□r L□□ D□□ S□r□□								
□□□ S□r□□ 1□□ B□d - Pr□□□□	□ 1,170,000	□ -	□ 1,170,000	S□r□□ 1□□ B□d□	□6□	4□	□ 1,128,355	□ 41,645
□□□ S□r□□ 1□□ B□d - I□r□□	□ 1□4,250	□ -	□ 1□4,250	S□r□□ 1□□ B□d□	□6□	4□	□ 187,336	□ 6,□14
□□□ S□r□□ 2003 - Pr□□□□	□ 1,250,000	□ -	□ 1,250,000	S□r□□ 2003 B□d□	□7□	3□	□ 1,206,537	□ 43,463
□□□ S□r□□ 2003 - I□r□□	□ 640,275	□ -	□ 640,275	S□r□□ 2003 B□d□	□7□	3□	□ 618,012	□ 22,263
□□□ S□r□□ 200□A B□d□ - Pr□□□□	□ -	□ -	□ -	S□r□□ 200□A B□d□	□4□	6□	□ -	□ -
□□□ S□r□□ 200□A B□d□ - I□r□□	□ 440,□6□	□ -	□ 440,□6□	S□r□□ 200□A B□d□	□4□	6□	□ 412,44□	□ 28,520
□□□ S□r□□ 200□B B□d□ - Pr□□□□	□ -	□ -	□ -	S□r□□ 200□B B□d□	□6□	4□	□ -	□ -
□□□ S□r□□ 200□B B□d□ - I□r□□	□ 5□0,750	□ -	□ 5□0,750	S□r□□ 200□B B□d□	□6□	4□	□ 56□,723	□ 21,027
□□□ S□r□□ 2010 BAB - Pr□□□□	□ -	□ -	□ -	S□r□□ 2010 BAB	100□	0□	□ -	□ -
□□□ S□r□□ 2010 BAB - I□r□□	□ 1,866,313	□ -	□ 1,866,313	S□r□□ 2010 BAB	100□	0□	□ 1,866,313	□ -
□□□ S□r□□ 2010 BAB - S□□□d□	□ (5□5,374)	□ -	□ (5□5,374)	S□r□□ 2010 BAB	100□	0□	□ (5□5,374)	□ -
□□□ T□□□ E□□□□□ S□□□r L□□ D□□ S□r□□	□	□	□				□	□

A	B	C	D	E	F	G	□	I
				SER□ICE ALLOCATION				
	B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□□	A□□□□□□□□ F□□□□r □r□□ S□□□d□□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□
□□□ E□□□□□□ S□□□rd□□□□ D□□□S□r□□□								
□□□ SRL 517010 - Pr□□□□□□	□ 2□5,504	□ -	□ 2□5,504	SRL 517010	100□	0□	□ 2□5,504	□ -
□□□ SRL 517010 - I□□r□□□	□ 65,27□	□ -	□ 65,27□	SRL 517010	100□	0□	□ 65,27□	□ -
□□□ SRL 517020 - Pr□□□□□□	□ 230,751	□ -	□ 230,751	SRL 517020	100□	0□	□ 230,751	□ -
□□□ SRL 517020 - I□□r□□□	□ 62,334	□ -	□ 62,334	SRL 517020	100□	0□	□ 62,334	□ -
□□□ SRL 517030 - Pr□□□□□□	□ 521,267	□ -	□ 521,267	SRL 517030	100□	0□	□ 521,267	□ -
□□□ SRL 517030 - I□□r□□□	□ 14□,□22	□ -	□ 14□,□22	SRL 517030	100□	0□	□ 14□,□22	□ -
□□□ SRL 202P - Pr□□□□□□	□ 161,870	□ -	□ 161,870	SRL 202P	0□	100□	□ -	□ 161,870
□□□ SRL 202P - I□□r□□□	□ 33,465	□ -	□ 33,465	SRL 202P	0□	100□	□ -	□ 33,465
□□□ SRL 517040 - Pr□□□□□□	□ □□,534	□ -	□ □□,534	SRL 517040	100□	0□	□ □□,534	□ -
□□□ SRL 517040 - I□□r□□□	□ 51,878	□ -	□ 51,878	SRL 517040	100□	0□	□ 51,878	□ -
□□□ SRL - 517050 - Pr□□□□□□	□ 284,707	□ -	□ 284,707	SRL 517050	100□	0□	□ 284,707	□ -
□□□ SRL - 517050 - I□□r□□□	□ 144,585	□ -	□ 144,585	SRL 517050	100□	0□	□ 144,585	□ -
□□□ SRL WW812030 - Pr□□□□□□	□ 257,2□4	□ -	□ 257,2□4	SRL WW812030	0□	100□	□ -	□ 257,2□4
□□□ SRL WW812030 - I□□r□□□	□ 143,030	□ -	□ 143,030	SRL WW812030	0□	100□	□ -	□ 143,030
□□□ SRL DW517060 - Pr□□□□□□	□ 5,26□	□ -	□ 5,26□	SRL DW517060	100□	0□	□ 5,26□	□ -
□□□ SRL DW517060 - I□□r□□□	□ 2,7□□	□ -	□ 2,7□□	SRL DW517060	100□	0□	□ 2,7□□	□ -
□□□ T□□□□ E□□□□□□□ S□□□rd□□□□ D□□□S□r□□□	□ □□□□□□□□	□ □	□ □□□□□□□□				□ □□□□□□□□	□ □□□□□□□
□□□ N□□ D□□□S□r□□□								
□□□ I□ □□□□d A□□□□□□D□□□S□r□□□□ □□r CIP (Fr□□ S□□□d□□□ 13 □□13)	□ 576,068	□ -	□ 576,068	B□□□ Y□□r CIP	88□	12□	□ 508,172	□ 67,8□7
□□□ T□□□□ N□□ D□□□S□r□□□	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □□□□□□
□□□ **TOTAL □DEBT SER□ICE**	□ □□□□□□□□	□ □	□ □□□□□□□□				□ □□□□□□□□	□ □□□□□□□
□□□ **OT□ER BELO□ T□E LINE E□PENSES**								
□□□ L□□□r□ □□Cr□d□								
□□□ S□□r□□□L□□□r □□Cr□d□Dr□□ □1 - Pr□□□□□□	□ 145,000	□ -	□ 145,000	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 120,8□5	□ 24,105
□□□ S□□r□□□L□□□r □□Cr□d□Dr□□ □1 - I□□r□□□	□ 8,850	□ -	□ 8,850	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 7,37□	□ 1,471
□□□ S□□r□□□L□□□r □□Cr□d□Dr□□ □3 - Pr□□□□□□	□ 64,000	□ -	□ 64,000	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 53,361	□ 10,63□
□□□ S□□r□□□L□□□r □□Cr□d□Dr□□ □3 - I□□r□□□	□ 3,□00	□ -	□ 3,□00	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 3,252	□ 648
□□□ S□□r□□□L□□□r □□Cr□d□Dr□□ □4 - Pr□□□□□□	□ 65,000	□ -	□ 65,000	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 54,1□4	□ 10,806
□□□ S□□r□□□L□□□r □□Cr□d□Dr□□ □4 - I□□r□□□	□ 3,650	□ -	□ 3,650	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 3,044	□ 607
□□□ S□□r□□□L□□□r □□Cr□d□Dr□□ □5 - Pr□□□□□□	□ 40,000	□ -	□ 40,000	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 33,350	□ 6,650
□□□ S□□r□□□L□□□r □□Cr□d□Dr□□ □5 - I□□r□□□	□ 3,452	□ -	□ 3,452	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 2,878	□ 574
□□□ T□□□□ L□□□r□ □□□Cr□d□	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □□□□□□
□□□ **TOTAL □OT□ER BELO□ T□E LINE E□PENSES**	□ □□□□□□□	□ □	□ □□□□□□□				□ □□□□□□□	□ □□□□□□
□□□ **OT□ER □SES**								
□□□ C□□□ F□□d□d C□□□□□□								
□□□ I□ □□□□d C□□□ F□□d□d CIP (Fr□□ S□□□d□□□ 13 □□13)	□ 4,6□7,576	□ -	□ 4,6□7,576	B□□□ Y□□r CIP	88□	12□	□ 4,143,□0□	□ 553,667
□□□ T□□□□ C□□□ F□□d□d C□□□□□□	□ □□□□□□□□	□ □	□ □□□□□□□□				□ □□□□□□□□	□ □□□□□□□
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□□□ C□□r□□□□□d C□□□□□F□□d□U□□d □□r CIP □□C□rr□□□FY	□ -	□ -	□ -	B□□□ Y□□r CIP (5)	88□	12□	□ -	□ -
□□□ W□□□r I□ □□□□F□□□U□□d □□r P□□□ □□□□□D□□□	□ (1,435,760)	□ - (6)	□ (1,435,760)	W□□□r O□□□	100□	0□	□ (1,435,760)	□ -
□□□ S□□□r I□ □□□□F□□□U□□d □□r P□□□ □□□□□D□□□	□ (50,425)	□ - (6)	□ (50,425)	S□□□r / R□□□□ O□□□	0□	100□	□ -	□ (50,425)
□□□ W□□□r Pr□□□□□□P□d □□□□ I□ □□□□F□□□	□ -	□ -	□ -	W□□□r O□□□	100□	0□	□ -	□ -

	A	B	C	D	E	F	G	□	I
					SERVICE ALLOCATION				
		B□□□ □□□r A□□□□□□	Ad□□□□□ □□□	B□□□ □□□r Ad□□□□d A□□□□□□	A□□□□□□□□ F□□□□r □r□□ S□□□d□□□ □ □□□□□	□ □□r	S□□ □r□ R□□□□	B□□□ □□□r □ □□r A□□□□□□	B□□□ □□□r S□□ □r□ R□□□□ A□□□□□□
□□□	S□□□r Pr□□□□□ P□d □ □□□ I□ □□□□F□□□	□ -	□ -	□ -	S□□□r / R□□□□ O□□	0□	100□	□ -	□ -
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□□□	□□□ □□ F□□d B□□□□□								
□□□	R□□□r□□ F□□d B□□□□□ U□□d □□r C□□□ F□□□ D□□□□□	□ -	□ -	□ -	W□□□□□d T□□□ O&M E□□□□□	83□	17□	□ -	□ -
□□□	T□□□□□ □□ □□F□□d B□□□□□	□ □	□ □	□ □				□ □	□ □
□□□	**TOTAL □OT□ER □SES**	□ □□□□□□□□□	□ □	□ □□□□□□□□□				□ □□□□□□□□□	□ □□□□□□□
□□□	**OFFSETTING RE□EN□ES**								
□□□	O□□□r O□□r□□□□ R□□□□□								
□□□	W□□□r C□□□□□□□ F□□	□ (442,243)	□ -	□ (442,243)	W□□□r O□□	100□	0□	□ (442,243)	□ -
□□□	W□□□r H□dr□□F□□□	□ (2,776,051)	□ -	□ (2,776,051)	W□□□r O□□	100□	0□	□ (2,776,051)	□ -
□□□	H□dr□□R□□d F□□□ T□□□	□ (5,000)	□ -	□ (5,000)	W□□□r O□□	100□	0□	□ (5,000)	□ -
□□□	B□□□□□□ D□□□□ T□□□	□ (181,076)	□ -	□ (181,076)	W□□□r O□□	100□	0□	□ (181,076)	□ -
□□□	□□□ □□r M□□r□	□ (2,000)	□ -	□ (2,000)	W□□□r O□□	100□	0□	□ (2,000)	□ -
□□□	P□□□ R□□□□ / C□□□□ I□□□□□	□ (30,500)	□ -	□ (30,500)	W□□□r O□□	100□	0□	□ (30,500)	□ -
□□□	B□□□□□□ PRV/RLCT T□□ □	□ (□70)	□ -	□ (□70)	W□□□r O□□	100□	0□	□ (□70)	□ -
□□□	S□□□r Gr□□□ Tr□□ P□r□ □□	□ (6,442)	□ -	□ (6,442)	S□□□r / R□□□□ O□□	0□	100□	□ -	□ (6,442)
□□□	S□□□r C□□□□□□□ F□□	□ (3,101)	□ -	□ (3,101)	S□□□r / R□□□□ O□□	0□	100□	□ -	□ (3,101)
□□□	R□□□□ W□□r I□□□□□□□□	□ (6,2□□)	□ -	□ (6,2□□)	S□□□r / R□□□□ O□□	0□	100□	□ -	□ (6,2□□)
□□□	362 - R□□□ □□d R□□□□□□	□ (1,300)	□ -	□ (1,300)	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ (1,084)	□ (216)
□□□	364 - S□□□ □□F□□d A□□□□	□ (146,505)	□ -	□ (146,505)	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ (122,150)	□ (24,355)
□□□	365 - S□□□ □□S□r□□□ S□r□	□ (7,028)	□ -	□ (7,028)	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ (5,860)	□ (1,168)
□□□	36□ - O□□r M□□. R□□□□□□	□ (67,7□4)	□ -	□ (67,7□4)	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ (56,524)	□ (11,270)
□□□	N□□I□□/D□□- FMV I□□□□ □□□	□ 66,087	□ -	□ 66,087	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ 55,101	□ 10,□86
□□□	T□□□ O□□r O□□r□□□ R□□□□□	□ □□□□□□□□□□	□ □	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□	I□□r□□□ I□□□□ □								
□□□	I□□r□□□ I□□□□ □	□ (248,543)	□ -	□ (248,543)	W□□□□d T□□□ O&M E□□□□□	83□	17□	□ (207,225)	□ (41,318)
□□□	T□□□ I□□r□□□ I□□□□ □	□ □□□□□□□□□□	□ □	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□	**TOTAL □OFFSETTING RE□EN□ES**	□ □□□□□□□□□□	□ □	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□	T□□□□	□ □□□□□□□□□□	□ □□□□□□□□□□	□ □□□□□□□□□□				□ □□□□□□□□□□ □□□□□	□ □□□□□□□□□□

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(1) W□□□r Ad□ □□ - R□□ □□□d □□□□□□□□□r□□□ □□□ □□ □□□□ □□ □□r□□□r□□□ □□□□□□□□□□.

(2) D□r□□□□□□□ E□□□□□□ □□ □□□□□□□□d□d □□ □□□□□□□□ □□ □□□□ □□□□ □□□□ □□□□□□□□.

(3) TO R□□r□□□d A□□□□425 - T□□□ □□□□r□□□d r□□□□□r □□ □□□ d□□□□□r□□□ □□□d r□□□ □ □□□□ d□□□□□r□□□ □□ □□□d. A□□□□□d□□□□□r□□□ □□ r□□□□□□□□ □□d □□□□□□□□d □□ □□□□□□□□□ □□d□r □□□ D□□□ S□r□□□ □□□□□□□□ □□□□□□, □□ □□□□ r□□□□□r □□r□□ □□□d □□ □□□d d□□□□□ □□□□□□□□□.

(4) D□□□P□□□□- S□□ □ □□□□ □□□□ □ □□□□□d□ □□r□□□□□ □□□□□ □□□□□□□□□□d □□□□ □□□r□□□□d □r d□□□□□□□. N□□ □□r□ □□□□□ □ r□ □□□□□□□□□d□r□ □□□□d □□ P□□□□ 2 □□□□□d□□ □□d. A□□□□ B□□□ Y□r □□□□□ □□r □ d □□□□ □□□r□□□□□□c □r R□□□□□□□C□□□□□ r d□□ □□d □□d□□□r□ □□□d □□□□□ □□□ □ □□P□□□□ 4 r□□□ □□□□□□□□□.

(5) C□□r□□□□□d C□□□□□F□□d□U□d □r CIP □□ C□rr□□□FY □ □□□□□ □□□□□□□d □□□□rd□□□ □□ □□□ □□□□r□ □□□□□ r□□□□.

(6) R□r□□□□□□r□□□r□□□□□□□□r□d □□ □□ □□□ □□□ □□□□ □□□□□□□□□ □□ □□□ □r d□□□□□r□□□.

N□□: M□□r □□□□□□□□□□□□□ □□□□ □ □r□ □□□□□ □□□□ O&M □□□□□□□□□, □□ □□□□ □r□ □□□□d□d □ □□□□□ □□□ CIP.

N□□: O□□□□□□□□ R□□□□□□□□ □□ □□□ R□□□□□□r□□□ □□□□□□□□□□ □□□□d□r□□□□r□□□□□□, r□□□□□□□ □□r□d □□□□□□□d, □□□□□□□□□□□□□□□r□□□□□□□, □□d BABS Gr□□□(□□□□d□d □□d□□□□r□□□).

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	B□□□ □□□r □ □□□r A□□□□□□	A□□□□□□□□ F□□□□r □□r□□ S□□□d□□□ □ □□□□□	R□□□□□□□□ R□□□□	R□□□□ O□□□	B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□O□□□ A□□□□□
□	**□□□□ FIELD SER□ICES**					
□	S□□r□□□ □ B□□□□□□					
□	12-00 R□□□□r S□□r□□□ & W□□□□	□ 6□5,147	R□□□O□□□	0□	100□	□ -	□ 6□5,147
□	12-12 A□r□□□P□□□□□	□ 23,30□	R□□□O□□□	0□	100□	□ -	□ 23,30□
□	13-00 O□□r S□□r□□□ & W□□□□	□ 56,084	R□□□O□□□	0□	100□	□ -	□ 56,084
□	14-00 O□r□□□ □	□ 1,057	R□□□O□□□	0□	100□	□ -	□ 1,057
□	20-00 C□□□□□□/S□□□ A□□□ □□□□□	□ □□	R□□□O□□□	0□	100□	□ -	□ □□
□	21-00 FICA T□□□	□ 55,315	R□□□O□□□	0□	100□	□ -	□ 55,315
□	22-00 R□□r□□ □□□C□□r□□□□□	□ 151,135	R□□□O□□□	0□	100□	□ -	□ 151,135
□□	23-00 L□□/H□□□□ I□□r□□□	□ 227,28□	R□□□O□□□	0□	100□	□ -	□ 227,28□
□□	24-00 W□r□r'□C□□ □□□□□□□	□ 3□,521	R□□□O□□□	0□	100□	□ -	□ 3□,521
□□	26-00 OPEB H□□□ E□□□□□	□ 22,674	R□□□O□□□	0□	100□	□ -	□ 22,674
□□	27-00 C□□□r□□ P□□□	□ 7,522	R□□□O□□□	0□	100□	□ -	□ 7,522
□□	T□□□S□□r□□□ □ B□□□□□□	□ □□□□□□□			□ □	□ □□□□□□□
□□	O□r□□□ E□□□d□□r□□					
□□	41-00 C□□ □ □□□□□□	□ 5,527	R□□□O□□□	0□	100□	□ -	□ 5,527
□□	42-00 P□□□□□ & Fr□□□	□ 107	R□□□O□□□	0□	100□	□ -	□ 107
□□	45-00 I□□r□□□	□ 8,01□	R□□□O□□□	0□	100□	□ -	□ 8,01□
□□	46-00 R□□□r□ & M□□□□□□□	□ 22,268	R□□□O□□□	0□	100□	□ -	□ 22,268
□□	46-03 R□□□r/M□□□- V□□□□□	□ 14,037	R□□□O□□□	0□	100□	□ -	□ 14,037
□□	4□-00 O□□r C□r□□□ & O□□.	□ 108	R□□□O□□□	0□	100□	□ -	□ 108
□□	52-00 O□r□□□ S□□□□□	□ 22,755	R□□□O□□□	0□	100□	□ -	□ 22,755
□□	52-30 F□□,O□& L□r□□□	□ 38,144	R□□□O□□□	0□	100□	□ -	□ 38,144
□□	54-00 M□□ □r□□□/P□□□□□□	□ 17□	R□□□O□□□	0□	100□	□ -	□ 17□
□□	T□□□O□r□□□ E□□□d□r□□	□ □□□□□			□ □	□ □□□□□
□□	**TOTAL □□□□ FIELD SER□ICES**	□ □□□□□□			□ □	□ □□□□□□
□□	**□□□ □ ATER ADMINISTRATION**					
□□	S□□r□□□ □ B□□□□□					
□□	12-00 R□□□□r S□□r□□□ & W□□□□	□ 3□3,763	W□□□□d T□□□W□□r O&M	57□	43□	□ 224,157	□ 16□,606
□□	12-12 A□r□□□P□□□□	□ 2,503	W□□□□d T□□□W□□r O&M	57□	43□	□ 1,425	□ 1,078
□□	13-00 O□□r S□□r□□□ & W□□□□	□ 7,077	W□□□□d T□□□W□□r O&M	57□	43□	□ 4,02□	□ 3,048
□□	14-00 O□r□□□ □	□ 13,10□	W□□□□d T□□□W□□r O&M	57□	43□	□ 7,463	□ 5,647
□□	21-00 FICA T□□□	□ 31,16□	W□□□□d T□□□W□□r O&M	57□	43□	□ 17,744	□ 13,426
□□	22-00 R□□r□□ □□□C□□r□□□□□	□ 405,577	W□□□□d T□□□W□□r O&M	57□	43□	□ 230,882	□ 174,6□4
□□	23-00 L□□/H□□□□ I□□r□□□	□ 78,571	W□□□□d T□□□W□□r O&M	57□	43□	□ 44,728	□ 33,843
□□	23-02 L□□/H□□□□ R□□r□□□	□ 105,□77	W□□□□d T□□□W□□r O&M	57□	43□	□ 60,32□	□ 45,647
□□	24-00 W□r□r'□C□□ □□□□□□□	□ 10,075	W□□□□d T□□□W□□r O&M	57□	43□	□ 5,735	□ 4,33□
□□	25-00 U□□□ □□□□□ □□□C□□ □□□□□□□□	□ 1,558	W□□□□d T□□□W□□r O&M	57□	43□	□ 887	□ 671
□□	26-00 OPEB H□□□ E□□□□□	□ 21,375	W□□□□d T□□□W□□r O&M	57□	43□	□ 12,168	□ □,207
□□	27-00 C□□□r□□ P□□□	□ 12,7□8	W□□□□d T□□□W□□r O&M	57□	43□	□ 7,286	□ 5,513
□□	T□□□S□□r□□□ □ B□□□□□	□ □□□□□□			□	□ □□□□□	□ □□□□□

A	B	C	D	E	F	G
			CUSTOMER ALLOCATION			
	B□□□ □□□r □ □□□r A□□□□□□	A□□□□□□□□ F□□□□r □□r□□ S□□□d□□□ □ □□□□□	R□□□□□□□□ R□□□□	R□□□□ O□□□	B□□□ □□□r R□□□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□O□□□ A□□□□□
O□□r□□□□ E□□□□□□□						
O□□r□□□□ E□□ □L□□□ C□□□□□B□d D□□□□I□d□r C□□□A□□□□						
31-00 Pr□□□□□□□□□S□r□□□□	1□1,21□	W□□□□□d T□□□W□□r O&M	57□	43□	108,855	82,364
31-01 L□□□E□□□□□□	70,82□	W□□□□□d T□□□W□□r O&M	57□	43□	40,321	30,508
31-33 E□ □□□□□ H□□□ C□□□r	101,672	W□□□□□d T□□□W□□r O&M	57□	43□	57,878	43,7□3
32-00 A□□□□□□□□ & A□d□□□	36,26□	W□□□□□d T□□□W□□r O&M	57□	43□	20,647	15,622
34-00 C□□r□□□S□r□□□	125,000	W□□□□□d T□□□W□□r O&M	57□	43□	71,158	53,841
40-00 Tr□□□& P□r D□□	73□	W□□□□□d T□□□W□□r O&M	57□	43□	421	318
41-00 C□□ □ □□□□□□□	1,558	W□□□□□d T□□□W□□r O&M	57□	43□	887	671
42-00 P□□□□□ & Fr□□□□	3,871	W□□□□□d T□□□W□□r O&M	57□	43□	2,204	1,668
43-00 E□□□r□/W□□r/S□□r S□r□□□	1,030	W□□□□□d T□□□W□□r O&M	57□	43□	586	444
44-00 R□□□□□ & L□□□□□	1,4□4	W□□□□□d T□□□W□□r O&M	57□	43□	850	643
45-00 I□□r□□□□	264,825	W□□□□□d T□□□W□□r O&M	57□	43□	150,757	114,06□
46-00 R□□□r□ & M□□□□□□□□□	2,□□3	W□□□□□d T□□□W□□r O&M	57□	43□	1,704	1,28□
46-02 R□□□r/M□□□B□d□□	1,265	W□□□□□d T□□□W□□r O&M	57□	43□	720	545
46-03 R□□□r/M□□□- V□□□□□	1,141	W□□□□□d T□□□W□□r O&M	57□	43□	64□	4□1
47-00 Pr□□□□ & B□d□□	4,273	W□□□□□d T□□□W□□r O&M	57□	43□	2,432	1,840
48-00 Pr□□ □□□□□□A□□□□□□	11,385	W□□□□□d T□□□W□□r O&M	57□	43□	6,481	4,□04
4□-00 O□□r C□r□□□ & O□□.	□,451	W□□□□□d T□□□W□□r O&M	57□	43□	5,380	4,071
4□-08 C□□□ O□r & U□d□r	58,164	W□□□□□d T□□□W□□r O&M	57□	43□	33,111	25,053
4□-0□ D□□□□ □□□R□□□d□□ C□□□	1,253	W□□□□□d T□□□W□□r O&M	57□	43□	713	540
4□-15 O□□□□□□ I□□□□□r□	710	W□□□□□d T□□□W□□r O&M	57□	43□	404	306
52-00 O□□r□□□□ S□□□□□□	52,4□5	W□□□□□d T□□□W□□r O&M	57□	43□	2□,884	22,611
52-30 F□□□,O□& L□□r□□□□	2,033	W□□□□□d T□□□W□□r O&M	57□	43□	1,157	876
52-33 E□ □□□□□ H□□□ C□□□r	43,803	W□□□□□d T□□□W□□r O&M	57□	43□	24,□36	18,867
54-00 M□□ □□r□□□/P□□□□□□□□	23,728	W□□□□□d T□□□W□□r O&M	57□	43□	13,508	10,220
55-00 Tr□□□□□	1,230	W□□□□□d T□□□W□□r O&M	57□	43□	700	530
5□-00 D□□r□□□□□□ E□□□□□□	-	W□□□□□d T□□□W□□r O&M	57□	43□	-	-
G□□□r□□F□□d I□d□r□□□C□□□A□□□□□□						
34-10 A□□□□□□□□- G□□□r□□F□□d	4,474,776	W□□□□□d T□□□W□□r O&M	57□	43□	2,547,351	1,□27,426
C□□□□□□□□□ □ B□d D□□□						
3□-00 C□□□□□□□□□	-	W□□□□□d T□□□W□□r O&M	57□	43□	-	-
4□-07 B□d D□□□E□□□□□□	82,550	R□□□□O□□	0□	100□	-	82,550
T□□□□O□□r□□□□ E□□□□□□□	□□□□□□□□				□□□□□□□□	□□□□□□□□
I□□r□□□d Tr□□□□r□ O□□						
□1-01 Tr□□□□r □□ G□□□r□□F□□d 001	4,52□,431	R□□□□O□□	0□	100□	-	4,52□,431
□1-25 TO R□□r□□□d A□□□□425	-	R□□□□O□□	0□	100□	-	-
□1-53 H□□□□ I□□□r□□□□ F□□d 530	337,8□4	R□□□□O□□	0□	100□	-	337,8□4
□5-01 6□ ILO Fr□□□□□□□ F□□	1,157,2□3	R□□□□O□□	0□	100□	-	1,157,2□3
T□□□□I□□r□□□d Tr□□□□r□ O□□	□□□□□□□□				□	□□□□□□□□
TOTAL □□□□□ □ ATER ADMINISTRATION	□□□□□□□□				□□□□□□□□	□□□□□□□□

A	B	C	D	E	F	G
		CUSTOMER ALLOCATION				
	B□□ □□r □ □r A□□□	A□□□□□□ F□□r □r□□ S□d□ □ □□□□	R□□□□□ R□□	R□□ O□□	B□□ □□r R□□□□□R□□ A□□□	B□□ □□r R□□O□□ A□□□
□□ **□□□ DAL PLANT**						
□□ S□r□ □ B□□						
□□ 12-00 R□□r S□r& W□□	□ 1,423,257	R□/ R□	100□	0□	□ 1,423,257	□ -
□□ 12-12 A□r P□	□ 13,055	R□/ R□	100□	0□	□ 13,055	□ -
□□ 13-00 O r S r& W□	□ 53,415	R□/ R□	100□	0□	□ 53,415	□ -
□□ 14-00 O r □	□ 138,104	R□/ R□	100□	0□	□ 138,104	□ -
□□ 20-00 C /S A □	□ 805	R□/ R□	100□	0□	□ 805	□ -
□□ 21-00 FICA T	□ 11□,813	R□/ R□	100□	0□	□ 11□,813	□ -
□□ 22-00 R □C r	□ 117,771	R□/ R□	100□	0□	□ 117,771	□ -
□□ 23-00 L /H □ r	□ 450,□55	R□/ R□	100□	0□	□ 450,□55	□ -
□□ 24-00 W r'□C □	□ □2,□81	R□/ R□	100□	0□	□ □2,□81	□ -
□□ 26-00 OPEB H E	□ 60,820	R□/ R□	100□	0□	□ 60,820	□ -
□□ 27-00 C r P	□ 12,350	R□/ R□	100□	0□	□ 12,350	□ -
□□ T□ S r □ B	□				□	□
□□ O r E d r□						
□□ 31-00 Pr S r	□ 8,286	R□/ R□	100□	0□	□ 8,286	□ -
□□ 34-00 C r S r	□ 231,447	R□/ R□	100□	0□	□ 231,447	□ -
□□□ 40-00 Tr & P r D	□ 4,587	R□/ R□	100□	0□	□ 4,587	□ -
□□□ 41-00 C □	□ 62,013	R□/ R□	100□	0□	□ 62,013	□ -
□□□ 42-00 P & Fr	□ 26,210	R□/ R□	100□	0□	□ 26,210	□ -
□□□ 43-00 E r/W r/S r S r	□ 1,721,□82	R□/ R□	100□	0□	□ 1,721,□82	□ -
□□□ 44-00 R & L	□ 118,048	R□/ R□	100□	0□	□ 118,048	□ -
□□□ 45-00 I r	□ □,183	R□/ R□	100□	0□	□ □,183	□ -
□□□ 46-00 R r& M	□ 2,436,303	R□/ R□	100□	0□	□ 2,436,303	□ -
□□□ 46-02 R r/M B d	□ 317,3□2	R□/ R□	100□	0□	□ 317,3□2	□ -
□□□ 46-03 R r/M - V	□ 26,551	R□/ R□	100□	0□	□ 26,551	□ -
□□□ 47-00 Pr & B d	□ 61	R□/ R□	100□	0□	□ 61	□ -
□□□ 4□-00 O r C r& O	□ 7,46□	R□/ R□	100□	0□	□ 7,46□	□ -
□□□ 52-00 O r S	□ 3,543,278	R□/ R□	100□	0□	□ 3,543,278	□ -
□□□ 52-07 r S	□ 4,0□5	R□/ R□	100□	0□	□ 4,0□5	□ -
□□□ 52-30 F ,O& L r	□ 67,376	R□/ R□	100□	0□	□ 67,376	□ -
□□□ 53-00 R d M r/S	□ □,572	R□/ R□	100□	0□	□ □,572	□ -
□□□ 54-00 M r/P	□ -	R□/ R□	100□	0□	□ -	□ -
□□□ 55-00 Tr	□ 25,233	R□/ R□	100□	0□	□ 25,233	□ -
□□□ T□ O r E d r□	□				□	□
□□□ **TOTAL □□□ DAL PLANT**	□				□	□

	A	B	C	D	E	F	G
			CUSTOMER ALLOCATION				
		B□□ □□r □ □r A□□□	A□□ S□d□ F□r □r□ S□d□ □ □□□	R□□ R□	R□ O□	B□□ □□r R□R A□□	B□□ □□r R□O A□□
□□□	□□□ □ **ATER FIELD OPERATIONS**						
□□□	S□r □ B□						
□□□	12-00 R□r S□r & W□	□ 1,711,□36	M□P□	3□	□7□	□ 55,546	□ 1,656,3□0
□□□	12-12 A□r P□	□ 23,525	M□P□	3□	□7□	□ 763	□ 22,762
□□□	13-00 O r S r & W□	□ 68,438	M□P□	3□	□7□	□ 2,221	□ 66,217
□□□	14-00 O r □	□ 15□,167	M□P□	3□	□7□	□ 5,164	□ 154,003
□□□	20-00 C /S A □	□ 770	M□P□	3□	□7□	□ 25	□ 745
□□□	21-00 FICA T□	□ 144,287	M□P□	3□	□7□	□ 4,682	□ 13□,606
□□□	22-00 R □ C r	□ 214,2□□	M□P□	3□	□7□	□ 6,□53	□ 207,346
□□□	23-00 L /H □ r	□ 482,□81	M□P□	3□	□7□	□ 15,671	□ 467,310
□□□	24-00 W r'□ C □	□ 108,444	M□P□	3□	□7□	□ 3,51□	□ 104,□25
□□□	26-00 OPEB H □ E □	□ 82,276	M□P□	3□	□7□	□ 2,670	□ 7□,607
□□□	27-00 C r P	□ 23,650	M□P□	3□	□7□	□ 767	□ 22,883
□□□	T□ S r □ B	□ □□□□□□□				□ □□□□□	□ □□□□□□□
□□□	O r E d r □						
□□□	31-00 Pr S r	□ 2,78□	M□P□	3□	□7□	□ □0	□ 2,6□8
□□□	34-00 C r S r	□ 38,4□3	M□P□	3□	□7□	□ 1,24□	□ 37,244
□□□	40-00 Tr & P r D	□ 2,375	M□P□	3□	□7□	□ 77	□ 2,2□8
□□□	41-00 C □	□ 1□,306	M□P□	3□	□7□	□ 626	□ 18,680
□□□	42-00 P & Fr	□ 2,538	M□P□	3□	□7□	□ 82	□ 2,456
□□□	43-00 E r/W r/S r S r	□ 73,786	M□P□	3□	□7□	□ 2,3□4	□ 71,3□1
□□□	44-00 R & L	□ 3,201	M□P□	3□	□7□	□ 104	□ 3,0□7
□□□	45-00 I r	□ 17,552	M□P□	3□	□7□	□ 56□	□ 16,□82
□□□	46-00 R r & M	□ 2,361,373	M□P□	3□	□7□	□ 76,618	□ 2,284,754
□□□	46-02 R r/M B d	□ 82,465	M□P□	3□	□7□	□ 2,676	□ 7□,78□
□□□	46-03 R r/M - V	□ 72,758	M□P□	3□	□7□	□ 2,361	□ 70,3□7
□□□	47-00 Pr & B d	□ 25	M□P□	3□	□7□	□ 1	□ 24
□□□	4□-00 O r C r & O	□ 2,112	M□P□	3□	□7□	□ 6□	□ 2,043
□□□	52-00 O r S	□ 118,48□	M□P□	3□	□7□	□ 3,845	□ 114,644
□□□	52-07 r S	□ 3,050	M□P□	3□	□7□	□ □□	□ 2,□51
□□□	52-30 F , O & L r	□ 75,344	M□P□	3□	□7□	□ 2,445	□ 72,8□□
□□□	53-00 R d M r/S	□ 5,602	M□P□	3□	□7□	□ 182	□ 5,420
□□□	54-00 M r P	□ 255	M□P□	3□	□7□	□ 8	□ 247
□□□	55-00 Tr	□ 3,64□	M□P□	3□	□7□	□ 118	□ 3,531
□□□	T□ O r E d r □	□ □□□□□□□				□ □□□□□	□ □□□□□□□
□□□	**TOTAL □ ATER FIELD OPERATIONS**	□ □□□□□□□				□ □□□□□	□ □□□□□□□

	A	B	C	D	E	F	G
			CUSTOMER ALLOCATION				
		B□□□ □□□r □ □□□r A□□□□□□	A□□□□□□□□□ F□□□□r □□r□□ S□□□d□□□ □ □□□□□	R□□□□□□□□ R□□□□□	R□□□□□ O□□□	B□□□ □□□r R□□□□□□□□R□□□□□ A□□□□□□	B□□□ □□□r R□□□□O□□□ A□□□□□□
□□□	□□□□ **ENGINEERING**						
□□□	S□□□r□□□ □ B□□□□□□□						
□□□	12-00 R□□□□□r S□□□r□□□ & W□□□□□	□ 341,□65	W□□□□□d T□□□W□□r CIP	66□	34□	□ 224,265	□ 117,6□□
□□□	12-12 A□□r□□□P□□□□□□	□ □,818	W□□□□□d T□□□W□□r CIP	66□	34□	□ 6,43□	□ 3,37□
□□□	13-00 O□□□r S□□□r□□□ & W□□□□□	□ 56,765	W□□□□□d T□□□W□□r CIP	66□	34□	□ 37,228	□ 1□,538
□□□	14-00 O□□r□□□ □	□ 117	W□□□□□d T□□□W□□r CIP	66□	34□	□ 77	□ 40
□□□	21-00 FICA T□□□□	□ 31,08□	W□□□□□d T□□□W□□r CIP	66□	34□	□ 20,38□	□ 10,700
□□□	22-00 R□□r□□ □□□C□□r□□□□□□	□ 2□,□8□	W□□□□□d T□□□W□□r CIP	66□	34□	□ 1□,667	□ 10,322
□□□	23-00 L□□/H□□□□ I□□□r□□□□	□ 137,141	W□□□□□d T□□□W□□r CIP	66□	34□	□ 8□,□3□	□ 47,202
□□□	24-00 W□r□□r'□C□□ □□□□□□□□	□ 4,108	W□□□□□d T□□□W□□r CIP	66□	34□	□ 2,6□4	□ 1,414
□□□	26-00 OPEB H□□□□ E□□□□□□	□ 17,755	W□□□□□d T□□□W□□r CIP	66□	34□	□ 11,644	□ 6,111
□□□	27-00 C□□□□r□□ P□□□	□ 1□,363	W□□□□□d T□□□W□□r CIP	66□	34□	□ 12,6□8	□ 6,664
□□□	T□□□□S□□□r□□□ □ B□□□□□□□	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
□□□	O□□r□□□□□ E□□□□d□□□r□□						
□□□	31-03 E□□□□□□r□□□ S□r□□□□□	□ -	W□□□□□d T□□□W□□r CIP	66□	34□	□ -	□ -
□□□	34-00 C□□r□□□S□r□□□□	□ 65,22□	W□□□□□d T□□□W□□r CIP	66□	34□	□ 42,778	□ 22,451
□□□	40-00 Tr□□□□& P□r D□□□	□ 7	W□□□□□d T□□□W□□r CIP	66□	34□	□ 4	□ 2
□□□	41-00 C□□ □ □□□□□□□□	□ 2,541	W□□□□□d T□□□W□□r CIP	66□	34□	□ 1,666	□ 874
□□□	42-00 P□□□□□□& Fr□□□□□	□ 268	W□□□□□d T□□□W□□r CIP	66□	34□	□ 176	□ □2
□□□	45-00 I□□□r□□□□	□ 2,028	W□□□□□d T□□□W□□r CIP	66□	34□	□ 1,330	□ 6□8
□□□	46-00 R□□□r□□& M□□□□□□□□□□	□ 4,624	W□□□□□d T□□□W□□r CIP	66□	34□	□ 3,033	□ 1,5□2
□□□	46-03 R□□□□r/M□□□□- V□□□□□□□	□ 3,302	W□□□□□d T□□□W□□r CIP	66□	34□	□ 2,165	□ 1,136
□□□	47-00 Pr□□□□□□& B□□d□□□	□ 51	W□□□□□d T□□□W□□r CIP	66□	34□	□ 33	□ 18
□□□	4□-00 O□□□r C□□r□□□□& O□□□□.	□ 632	W□□□□□d T□□□W□□r CIP	66□	34□	□ 414	□ 218
□□□	52-00 O□□r□□□□□ S□□□□□□□□	□ 8,601	W□□□□□d T□□□W□□r CIP	66□	34□	□ 5,641	□ 2,□60
□□□	52-30 F□□□,O□□& L□□r□□□□□□	□ 4,333	W□□□□□d T□□□W□□r CIP	66□	34□	□ 2,842	□ 1,4□1
□□□	54-00 M□□ □□r□□□□/P□□□□□□□□□□	□ 316	W□□□□□d T□□□W□□r CIP	66□	34□	□ 207	□ 10□
□□□	55-00 Tr□□□□□□□	□ 520	W□□□□□d T□□□W□□r CIP	66□	34□	□ 341	□ 17□
□□□	T□□□□O□□r□□□□□ E□□□□d□□□r□□	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
□□□	**TOTAL □□□□□□ ENGINEERING**	□ □□□□□□□□□				□ □□□□□□□□	□ □□□□□□□□
□□□	□□□□□ □ **ATER RECLAMATION**						
□□□	S□□□r□□□ □ B□□□□□□□						
□□□	12-00 R□□□□□r S□□□r□□□ & W□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	12-12 A□□r□□□P□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	13-00 O□□□r S□□□r□□□ & W□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	14-00 O□□r□□□ □	□ -	N/A	0□	0□	□ -	□ -
□□□	20-00 C□□□□□□□/S□□□□ A□□□□ □□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	21-00 FICA T□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	22-00 R□□r□□□ □□□C□□r□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	23-00 L□□□/H□□□□□ I□□□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	24-00 W□r□□r'□C□□ □□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	26-00 OPEB H□□□□ E□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	27-00 C□□□□□r□□ P□□□	□ -	N/A	0□	0□	□ -	□ -

	A	B	C	D	E	F	G
			CUSTOMER ALLOCATION				
		B□□□ □□□r □ □□r A□□□□□□	A□□□□□□□□ F□□□□r □r□□ S□□□d□□□ □ □□□□□	R□□□□□□□ R□□□□	R□□□□ O□□□	B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□O□□□ A□□□□□
□□□	T□□□□S□□□r□□□ □ B□□□□□□□	□ □				□ □	□ □
□□□	O□□r□□□□□ E□□□□d□□□r□□						
□□□	31-00 Pr□□□□□□□□□□S□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	34-00 C□□r□□□S□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	40-00 Tr□□□□& P□r D□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	41-00 C□□ □ □□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	42-00 P□□□□□□ & Fr□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	43-00 E□□□r□□/W□□□r/S□□ □r S□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	44-00 R□□□□□□& L□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	45-00 I□□□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-00 R□□□□r□ & M□□□□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-02 R□□□□r/M□□□□B□□d□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-03 R□□□□r/M□□□□- V□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	4□-00 O□□□r C□□r□□□ & O□□□.	□ -	N/A	0□	0□	□ -	□ -
□□□	52-00 O□□r□□□□ S□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	52-07 □□□□□r□□ S□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	52-30 F□□□, O□ & L□□r□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	54-00 M□□ □□r□□□□/P□□□□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	55-00 Tr□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	T□□□□O□□r□□□□□ E□□□□d□□□r□□	□ □				□ □	□ □
□□□	**TOTAL □□□□□□ □ ATER RECLAMATION**	□ □				□ □	□ □
□□□	**□□□□ SE□ ER FIELD OPERATIONS**						
□□□	S□□□r□□□ □ B□□□□□□□						
□□□	12-00 R□□□□□r S□□□r□□□ & W□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	14-00 O□□r□□□ □	□ -	N/A	0□	0□	□ -	□ -
□□□	20-00 C□□□□□□□/S□□□□ A□□□□ □□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	21-00 FICA T□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	22-00 R□□r□□ □□□C□□□r□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	23-00 L□□□/H□□□□□ I□□□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	24-00 W□r□□r'□ C□□ □□□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	26-00 OPEB H□□□□ E□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	27-00 C□□□□□r□□ P□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	T□□□□S□□□r□□□ □ B□□□□□□□	□ □				□ □	□ □
□□□	O□□r□□□□□ E□□□□d□□□r□□						
□□□	34-00 C□□r□□□S□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	40-00 Tr□□□□& P□r D□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	41-00 C□□ □ □□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	42-00 P□□□□□□ & Fr□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	43-00 E□□□r□□/W□□□r/S□□ □r S□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	44-00 R□□□□□□& L□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	45-00 I□□□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-00 R□□□□r□ & M□□□□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-03 R□□□□r/M□□□□- V□□□□□□□	□ -	N/A	0□	0□	□ -	□ -

	A	B	C	D	E	F	G
				CUSTOMER ALLOCATION			
		B□□□ □□□r □ □□□r A□□□□□□	A□□□□□□□□ F□□□□r □□r□□ S□□□d□□□ □ □□□□□	R□□□□□□□ R□□□□	R□□□□ O□□□	B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	B□□□ □□□r R□□□□O□□□ A□□□□□
□□□	47-00 Pr□□□□□ & B□d□□	□ -	N/A	0□	0□	□ -	□ -
□□□	4□-00 O□□r C□□r□□□ & O□□□.	□ -	N/A	0□	0□	□ -	□ -
□□□	52-00 O□□r□□□□ S□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	52-30 F□□□, O□& L□□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	53-00 R□□d M□□r□□□/S□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	54-00 M□□ □□r□□□/P□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	55-00 Tr□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	T□□□ O□□r□□□ E□□□d□r□□	□ □				□ □	□ □
□□□	**TOTAL □□□□ SE□ ER FIELD OPERATIONS**	□ □				□ □	□ □
□□□	**DEBT SER□ICE**						
□□□	E□□□□□ S□□□r L□□ D□□ S□r□□						
□□□	S□r□□ 1□□ B□d - Pr□□□□	□ 1,128,355	S□r□□ 1□□ B□d□	□5□	5□	□ 1,070,010	□ 58,345
□□□	S□r□□ 1□□ B□d - I□r□□	□ 187,336	S□r□□ 1□□ B□d□	□5□	5□	□ 177,64□	□ □,687
□□□	S□r□□ 2003 - Pr□□□□	□ 1,206,537	S□r□□ 2003 B□d□	□5□	5□	□ 1,145,5□1	□ 60,□46
□□□	S□r□□ 2003 - I□r□□	□ 618,012	S□r□□ 2003 B□d□	□5□	5□	□ 586,7□5	□ 31,218
□□□	S□r□□ 200□A B□d□- Pr□□□□	□ -	S□r□□ 200□A B□d□	51□	4□□	□ -	□ -
□□□	S□r□□ 200□A B□d□- I□r□□	□ 412,44□	S□r□□ 200□A B□d□	51□	4□□	□ 210,421	□ 202,028
□□□	S□r□□ 200□B B□d□- Pr□□□□	□ -	S□r□□ 200□B B□d□	□5□	5□	□ -	□ -
□□□	S□r□□ 200□B B□d□- I□r□□	□ 56□,723	S□r□□ 200□B B□d□	□5□	5□	□ 540,264	□ 2□,45□
□□□	S□r□□ 2010 BAB - Pr□□□□	□ -	S□r□□ 2010 BAB	47□	53□	□ -	□ -
□□□	S□r□□ 2010 BAB - I□r□□	□ 1,866,313	S□r□□ 2010 BAB	47□	53□	□ 880,□□3	□ □85,320
□□□	S□r□□ 2010 BAB - S□□d□	□ (5□5,374)	S□r□□ 2010 BAB	47□	53□	□ (281,046)	□ (314,328)
□□□	T□□□ E□□□□□ S□□□r L□□ D□□ S□r□□	□ □□□□□□□				□ □□□□□□□	□ □□□□□□□
□□□	E□□□□□ S□□rd□□□ D□□ S□r□□						
□□□	SRL 517010 - Pr□□□□	□ 2□5,504	SRL 517010	0□	100□	□ -	□ 2□5,504
□□□	SRL 517010 - I□r□□	□ 65,27□	SRL 517010	0□	100□	□ -	□ 65,27□
□□□	SRL 517020 - Pr□□□□	□ 230,751	SRL 517020	0□	100□	□ -	□ 230,751
□□□	SRL 517020 - I□r□□	□ 62,334	SRL 517020	0□	100□	□ -	□ 62,334
□□□	SRL 517030 - Pr□□□□	□ 521,267	SRL 517030	0□	100□	□ -	□ 521,267
□□□	SRL 517030 - I□r□□	□ 14□,□22	SRL 517030	0□	100□	□ -	□ 14□,□22
□□□	SRL 202P - Pr□□□□	□ -	SRL 202P	0□	100□	□ -	□ -
□□□	SRL 202P - I□r□□	□ -	SRL 202P	0□	100□	□ -	□ -
□□□	SRL 517040 - Pr□□□□	□ □□,534	SRL 517040	0□	100□	□ -	□ □□,534
□□□	SRL 517040 - I□r□□	□ 51,878	SRL 517040	0□	100□	□ -	□ 51,878
□□□	SRL - 517050 - Pr□□□□	□ 284,707	SRL 517050	0□	100□	□ -	□ 284,707
□□□	SRL - 517050 - I□r□□	□ 144,585	SRL 517050	0□	100□	□ -	□ 144,585
□□□	SRL WW812030 - Pr□□□□	□ -	SRL WW812030	0□	100□	□ -	□ -
□□□	SRL WW812030 - I□r□□	□ -	SRL WW812030	0□	100□	□ -	□ -
□□□	SRL DW517060 - Pr□□□□	□ 5,26□	SRL DW517060	0□	100□	□ -	□ 5,26□
□□□	SRL DW517060 - I□r□□	□ 2,7□□	SRL DW517060	0□	100□	□ -	□ 2,7□□
□□□	T□□□ E□□□□□ S□□□rd□□□ D□□ S□r□□	□ □□□□□□□				□ □	□ □□□□□□□

A	B	C	D	E	F	G
			CUSTOMER ALLOCATION			
	B□□□ □□□r □ □□□r A□□□□□□	A□□□□□□□□ F□□□□r □□r□□ S□□□d□□□ □ □□□□□□	R□□□□□□□□ R□□□□□	R□□□□□ O□□□	B□□□ □□□r R□□□□□□□□R□□□□□ A□□□□□□	B□□□ □□□r R□□□□□O□□□ A□□□□□□
□□□ N□□ D□□□S□r□□□□						
□□□ I□ □□□□d A□□□□□□D□□□S□r□□□□ □□r CIP (Fr□□ S□□□d□□□ 13 □□13)	□ 508,172	B□□□□ Y□□r W□□□r CIP	66□	34□	□ 333,266	□ 174,□06
□□□ T□□□□N□□ D□□□S□r□□□□	□ □□□□□□□□				□ □□□□□□□□	□ □□□□□□□□
□□□ **TOTAL □DEBT SER□ICE**	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□□□
□□□ **OT□ER BELO□ T□E LINE E□PENSES**						
□□□ L□□□r□ □□Cr□d□□						
□□□ S□□□r□□□L□□□r □□Cr□d□□Dr□□ □1 - Pr□□□□□□□□	□ 120,8□5	R□□□□O□□□	0□	100□	□ -	□ 120,8□5
□□□ S□□□r□□□L□□□r □□Cr□d□□Dr□□ □1 - I□□r□□□□	□ 7,37□	R□□□□O□□□	0□	100□	□ -	□ 7,37□
□□□ S□□□r□□□L□□□r □□Cr□d□□Dr□□ □3 - Pr□□□□□□□□	□ 53,361	R□□□□O□□□	0□	100□	□ -	□ 53,361
□□□ S□□□r□□□L□□□r □□Cr□d□□Dr□□ □3 - I□□r□□□□	□ 3,252	R□□□□O□□□	0□	100□	□ -	□ 3,252
□□□ S□□□r□□□L□□□r □□Cr□d□□Dr□□ □4 - Pr□□□□□□□□	□ 54,1□4	R□□□□O□□□	0□	100□	□ -	□ 54,1□4
□□□ S□□□r□□□L□□□r □□Cr□d□□Dr□□ □4 - I□□r□□□□	□ 3,044	R□□□□O□□□	0□	100□	□ -	□ 3,044
□□□ S□□□r□□□L□□□r □□Cr□d□□Dr□□ □5 - Pr□□□□□□□□	□ 33,350	R□□□□O□□□	0□	100□	□ -	□ 33,350
□□□ S□□□r□□□L□□□r □□Cr□d□□Dr□□ □5 - I□□r□□□□	□ 2,878	R□□□□O□□□	0□	100□	□ -	□ 2,878
□□□ T□□□□L□□□r□ □□Cr□d□□	□ □□□□□□□□				□ □	□ □□□□□□□□
□□□ **TOTAL □OT□ER BELO□ T□E LINE E□PENSES**	□ □□□□□□□□				□ □	□ □□□□□□□□
□□□ **OT□ER □SES**						
□□□ C□□□ F□□d□d C□□□□□□						
□□□ I□ □□□□d C□□□ F□□d□d CIP (Fr□□ S□□□d□□□ 13 □□13)	□ 4,143,□0□	B□□□□ Y□□r W□□□r CIP	66□	34□	□ 2,717,634	□ 1,426,275
□□□ T□□□□C□□□ F□□d□d C□□□□□□	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□□□
□□□ L□□□□ C□□□□□□O□□□□□□						
□□□ C□□□r□□□□d C□□□□□□F□□d□U□□d □□r CIP □□C□rr□□□FY	□ -	R□□□□□□□/ R□□□□ (1)	100□	0□	□ -	□ -
□□□ W□□□r I□ □□□□F□□□U□□d □□r P□□□ □□□□□D□□□	□ (1,435,760)	W□□□r I□ □□□□F□□□	40□	60□	□ (580,385)	□ (855,375)
□□□ S□□□r I□ □□□□F□□□U□□d □□r P□□□ □□□□□D□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ W□□□r Pr□□□□□□P□d □□□□ I□ □□□□F□□□	□ -	W□□□r I□ □□□□F□□□	40□	60□	□ -	□ -
□□□ S□□□r Pr□□□□□□P□d □□□□ I□ □□□□F□□□	□ -	N/A	0□	0□	□ -	□ -
□□□ T□□□□C□□□□□□O□□□□□□	□ □□□□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□□□
□□□ □□F□□d B□□□□□□						
□□□ R□□□r□□ F□□d B□□□□□□□ U□□d □□r C□□□ F□□□ D□□□□□□	□ -	W□□□□□□d T□□□□W□□□r O&M	57□	43□	□ -	□ -
□□□ T□□□□□□ □□ F□□d B□□□□□□	□ □				□ □	□ □
□□□ **TOTAL □OT□ER □SES**	□ □□□□□□□□□□				□ □□□□□□□□□□	□ □□□□□□□□
□□□ **OFFSETTING RE□EN□ES**						
□□□ O□□□r O□□r□□□□ R□□□□□□						
□□□ W□□□r C□□□□□□□□□ F□□	□ (442,243)	R□□□□O□□□	0□	100□	□ -	□ (442,243)
□□□ W□□□r H□dr□□□F□□□□	□ (2,776,051)	R□□□□O□□□	0□	100□	□ -	□ (2,776,051)
□□□ H□dr□□□R□□d F□□□ T□□□	□ (5,000)	R□□□□O□□□	0□	100□	□ -	□ (5,000)
□□□ B□□□□□□□ D□□□□□ T□□□	□ (181,076)	R□□□□O□□□	0□	100□	□ -	□ (181,076)
□□□ □□r M□□r□	□ (2,000)	R□□□□O□□□	0□	100□	□ -	□ (2,000)
□□□ P□□□ R□□□□□ / C□□□□I□□□□□□	□ (30,500)	W□□□□□d T□□□□W□□□r O&M	57□	43□	□ (17,363)	□ (13,137)
□□□ B□□□□□□ PRV/RLCT T□□ □	□ (□70)	R□□□□O□□□	0□	100□	□ -	□ (□70)
□□□ S□□□r Gr□□□□ Tr□□P□r□ □□□	□ -	N/A	0□	0□	□ -	□ -

	A	B	C	D	E	F	G
			CUSTOMER ALLOCATION				
		B□□□ □□□r □ □□r A□□□□□	A□□□□□□□ F□□□r □r□□ S□□d□□ □ □□□□□	R□□□□□□□ R□□□□	R□□□□ O□□	B□□□ □□□r R□□□□□□R□□□□ A□□□□	B□□□ □□□r R□□□O□□ A□□□□
□□□	S□□ □r C□□□□□□□ F□□	-	N/A	0□	0□	-	-
□□□	R□□□□ W□□r I□□□□□□□	-	N/A	0□	0□	-	-
□□□	362 - R□□□ □d R□□□□□	(1,084)	W□□□d T□□ W□r O&M	57□	43□	(617)	(467)
□□□	364 - S□□ □F□d A□□□	(122,150)	W□□□d T□□ W□r O&M	57□	43□	(6□,536)	(52,614)
□□□	365 - S□□ □S□r□ S□r□	(5,860)	W□□□d T□□ W□r O&M	57□	43□	(3,336)	(2,524)
□□□	36□ - O□r M□. R□□□	(56,524)	W□□□d T□□ W□r O&M	57□	43□	(32,177)	(24,347)
□□□	N□I□/D□- FMV I□□□	55,101	W□□□d T□□ W□r O&M	57□	43□	31,367	23,734
□□□	T□□ O□r O□r R□□□	□				□	□
□□□	I□r□ I□ □						
□□□	I□r□ I□ □	(207,225)	W□□□d T□□ W□r O&M	57□	43□	(117,□67)	(8□,258)
□□□	T□ I□r□ I□ □	□				□	□
□□□	**TOTAL □OFFSETTING RE□EN□ES**	□				□	□
□□□	**T□**	□				□	□

(1) C□r□□d C□□□F□d□U□d □r CIP □ C□r□FY □ □ d □rd□ □ □ □r□ □ r□.

	A	B	C	D	E	F	G
			SER□ICE ALLOCATION □				
		B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	A□□□□□□□□ F□□□r	S□r□□□ □ □□r S□□□□	R□□ □□d□r □□ B□□□ □□r R□□□□□□□	B□□□ □□r S□r□□□ □ □□r S□□□□	R□□ □□d□r □□B□□□ □□r R□□□□□□□ A□□□□□
□	**□□□□ FIELD SER□ICES**						
□	S□□r□□ □ B□□□□□						
□	12-00 R□□□□r S□□r□□ & W□□□□	□ -	N/A	0□	0□	□ -	□ -
□	12-12 A□r□□P□□□□	□ -	N/A	0□	0□	□ -	□ -
□	13-00 O□□r S□□r□□ & W□□□□	□ -	N/A	0□	0□	□ -	□ -
□	14-00 O□r□□ □	□ -	N/A	0□	0□	□ -	□ -
□	20-00 C□□□□/S□□ A□□ □□□□	□ -	N/A	0□	0□	□ -	□ -
□	21-00 FICA T□□□	□ -	N/A	0□	0□	□ -	□ -
□	22-00 R□r□□ □□C□r□□□□	□ -	N/A	0□	0□	□ -	□ -
□□	23-00 L□/H□□ I□r□□	□ -	N/A	0□	0□	□ -	□ -
□□	24-00 W□r□r'□C□ □□□□□	□ -	N/A	0□	0□	□ -	□ -
□□	26-00 OPEB H□□ E□□□□	□ -	N/A	0□	0□	□ -	□ -
□□	27-00 C□□r□ P□	□ -	N/A	0□	0□	□ -	□ -
□□	T□□□ S□r□□ □ B□□□□	□ □				□ □	□ □
□□	O□r□□ E□□□d□r□						
□□	41-00 C□ □ □□□□	□ -	N/A	0□	0□	□ -	□ -
□□	42-00 P□□□ & Fr□□□	□ -	N/A	0□	0□	□ -	□ -
□□	45-00 I□r□□	□ -	N/A	0□	0□	□ -	□ -
□□	46-00 R□□□ & M□□□□	□ -	N/A	0□	0□	□ -	□ -
□□	46-03 R□□r/M□□- V□□□	□ -	N/A	0□	0□	□ -	□ -
□□	4□-00 O□r C□r□□ & O□.	□ -	N/A	0□	0□	□ -	□ -
□□	52-00 O□r□□ S□□□	□ -	N/A	0□	0□	□ -	□ -
□□	52-30 F□□, O□ & L□r□□	□ -	N/A	0□	0□	□ -	□ -
□□	54-00 M□□ □r□□/P□□□	□ -	N/A	0□	0□	□ -	□ -
□□	T□□□ O□r□□ E□□□d□r□	□ □				□ □	□ □
□□	**TOTAL □□□□ FIELD SER□ICES**	□ □				□ □	□ □
□□	**□□□ □ ATER ADMINISTRATION**						
□□	S□r□□ □ B□□□						
□□	12-00 R□□□r S□□r□□ & W□□□	□ 224,157	W□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□□	□ 1,37□	□ 222,778
□□	12-12 A□r□□P□□□	□ 1,425	W□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□□	□ □	□ 1,416
□□	13-00 O□r S□□r□□ & W□□□	□ 4,02□	W□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□□	□ 25	□ 4,004
□□	14-00 O□r□□ □	□ 7,463	W□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□□	□ 46	□ 7,417
□□	21-00 FICA T□□□	□ 17,744	W□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□□	□ 10□	□ 17,634
□□	22-00 R□r□□ □□C□r□□□□	□ 230,882	W□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□□	□ 1,421	□ 22□,461
□□	23-00 L□/H□□ I□r□□	□ 44,728	W□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□□	□ 275	□ 44,453
□□	23-02 L□/H□□ R□r□□	□ 60,32□	W□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□□	□ 371	□ 5□,□58
□□	24-00 W□r□r'□C□ □□□□□	□ 5,735	W□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□□	□ 35	□ 5,700
□□	25-00 U□□□ □□□□ □□□C□□ □□□□□	□ 887	W□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□□	□ 5	□ 882
□□	26-00 OPEB H□□ E□□□□	□ 12,168	W□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□□	□ 75	□ 12,0□3
□□	27-00 C□□r□ P□	□ 7,286	W□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□□	□ 45	□ 7,241
□□	T□□□ S□r□□ □ B□□□	□ □□□□□□				□ □□□□	□ □□□□□□

A	B	C	D	E	F	G
		SER□ICE ALLOCATION □				
	B□□□ □□□r R□□□□□□R□□□□ A□□□□□	A□□□□□□□ F□□□r	S□r□□□ □ □□r S□□□□	R□□ □□d□r □□ B□□□ □□r R□□□□□□ R□□□A□□□□	B□□□ □□r S□r□□□ □ □□r S□□□□	R□□ □□d□r □□B□□□ □□r R□□□□□□ R□□□A□□□□
O□r□□□ E□□□□□						
O□r□□□ E□□ □L□□ C□□□□B□d D□□□ I□d□r C□□A□□□						
31-00 Pr□□□□□S□r□□□	□ 108,855	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 670	□ 108,185
31-01 L□□E□□□	□ 40,321	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 248	□ 40,073
31-33 E□ □□□H□□ C□r	□ 57,878	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 356	□ 57,522
32-00 A□□□□□□ & A□d	□ 20,647	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 127	□ 20,51□
34-00 C□□r□□S□r□□	□ 71,158	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 438	□ 70,721
40-00 Tr□□& P□r D□	□ 421	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 3	□ 418
41-00 C□□ □ □□□□	□ 887	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 5	□ 882
42-00 P□□□□& Fr□□□	□ 2,204	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 14	□ 2,1□0
43-00 E□□r□/W□r/S□□r S□r□□	□ 586	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 4	□ 583
44-00 R□□□& L□□□	□ 850	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 5	□ 845
45-00 I□r□□	□ 150,757	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ □28	□ 14□,82□
46-00 R□□□& M□□□□	□ 1,704	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 10	□ 1,6□4
46-02 R□□r/M□□B□d	□ 720	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 4	□ 716
46-03 R□□r/M□□- V□□□	□ 64□	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 4	□ 646
47-00 Pr□□□& B□d	□ 2,432	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 15	□ 2,417
48-00 Pr□ □□□A□□□	□ 6,481	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 40	□ 6,441
4□-00 O□r C□r□□& O□	□ 5,380	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 33	□ 5,347
4□-08 C□□ O□r & U□d□r	□ 33,111	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 204	□ 32,□07
4□-0□ D□□□ □□R□□rd C□□	□ 713	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 4	□ 70□
4□-15 O□□□□□ I□□□□r□	□ 404	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 2	□ 402
52-00 O□r□□□ S□□□	□ 2□,884	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 184	□ 2□,700
52-30 F□□, O□& L□r□□	□ 1,157	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 7	□ 1,150
52-33 E□ □□□H□□ C□r	□ 24,□36	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 153	□ 24,782
54-00 M□□ □□r□□/P□□□	□ 13,508	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 83	□ 13,424
55-00 Tr□□□	□ 700	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 4	□ 6□6
5□-00 D□r□□□□ E□□□	□ -	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ -	□ -
G□□r□□F□□d I□d□r□□C□□□A□□□						
34-10 A□□□□□□ - G□□r□□F□□d	□ 2,547,351	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ 15,675	□ 2,531,676
C□□□□□□ □ B□d D□□						
3□-00 C□□□□□□	□ -	W□□d T□□S□r□□ W□r S□□□O&M	1□	□□	□ -	□ -
4□-07 B□d D□□E□□□	□ -	N/A	0□	0□	□ -	□ -
T□□□O□r□□□ E□□□□□	□				□	□
I□□r□□d Tr□□□r□ O□□						
□1-01 Tr□□□r □G□□r□F□d 001	□ -	N/A	0□	0□	□ -	□ -
□1-25 TO R□□r□d A□□425	□ -	N/A	0□	0□	□ -	□ -
□1-53 H□□□ I□□r□□ F□d 530	□ -	N/A	0□	0□	□ -	□ -
□5-01 6□ ILO Fr□□□ F□	□ -	N/A	0□	0□	□ -	□ -
T□□□I□□r□d Tr□□□r□ O□□	□				□	□
TOTAL □□□□ □ ATER ADMINISTRATION	□				□	□

	A	B	C	D	E	F	G
			SER□ICE ALLOCATION □				
		B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	A□□□□□□□ F□□□r	S□r□□□ □ □□r S□□□□	R□□ □□d□r □□ B□□□ □□r R□□□□□□□ A□□□□□	B□□□ □□r S□r□□□ □ □□r S□□□□	R□□ □□d□r □□B□□□ □□r R□□□□□□□ A□□□□□
□□	□□□□ D□AL PLANT						
□□	S□□r□□ □ B□□□□□						
□□	12-00 R□□□□r S□□r□□ & W□□□	□ 1,423,257	W□□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□	□ 8,758	□ 1,414,4□□
□□	12-12 A□r□□P□□□	□ 13,055	W□□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□	□ 80	□ 12,□75
□□	13-00 O□r S□r□□ & W□□□	□ 53,415	W□□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□	□ 32□	□ 53,086
□□	14-00 O□r□ □	□ 138,104	W□□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□	□ 850	□ 137,254
□□	20-00 C□/S□ A□	□ 805	W□□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□	□ 5	□ 800
□□	21-00 FICA T□□	□ 11□,813	W□□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□	□ 737	□ 11□,076
□□	22-00 R□r□ □□C□r	□ 117,771	W□□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□	□ 725	□ 117,046
□□	23-00 L□/H□ I□r□	□ 450,□55	W□□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□	□ 2,775	□ 448,180
□□	24-00 W□r□r'□C□	□ □2,□81	W□□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□	□ 572	□ □2,40□
□□	26-00 OPEB H□□ E□	□ 60,820	W□□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□	□ 374	□ 60,446
□□	27-00 C□r P□	□ 12,350	W□□□d T□□ S□r□□ W□r S□□□ O&M	1□	□□	□ 76	□ 12,274
□□	T□□□ S□r□□ □ B□□□	□ □□□□□□□				□ □□□□□	□ □□□□□□□
□□	O□r□□ E□□d□r□						
□□	31-00 Pr□□S□r	□ 8,286	D□□P□□A□□	48□	52□	□ 3,□85	□ 4,301
□□	34-00 C□r□S□r	□ 231,447	D□□P□□A□□	7□	□3□	□ 16,61□	□ 214,827
□□□	40-00 Tr□& P□r D□	□ 4,587	D□□P□□A□□	1□	□□	□ 23	□ 4,564
□□□	41-00 C□ □	□ 62,013	D□□P□□A□□	0□	100□	□ 58	□ 61,□55
□□□	42-00 P□& Fr	□ 26,210	D□□P□□A□□	0□	100□	□ 83	□ 26,127
□□□	43-00 E□r□/W□r/S□r S□r	□ 1,721,□82	D□□P□□A□□	0□	100□	□ 3,7□4	□ 1,718,188
□□□	44-00 R□& L□	□ 118,048	D□□P□□A□□	1□	□□	□ 600	□ 117,44□
□□□	45-00 I□r	□ □,183	D□□P□□A□□	1□	□□	□ 47	□ □,137
□□□	46-00 R□& M□	□ 2,436,303	D□□P□□A□□	0□	100□	□ 12,104	□ 2,424,1□□
□□□	46-02 R□r/M□B□d	□ 317,3□2	D□□P□□A□□	1□	□□	□ 1,613	□ 315,77□
□□□	46-03 R□r/M□- V	□ 26,551	D□□P□□A□□	1□	□□	□ 135	□ 26,417
□□□	47-00 Pr□& B□d	□ 61	D□□P□□A□□	1□	□□	□ 0	□ 61
□□□	4□-00 O□r C□r□& O□	□ 7,46□	D□□P□□A□□	1□	□□	□ 38	□ 7,431
□□□	52-00 O□r□ S□	□ 3,543,278	D□□P□□A□□	0□	100□	□ 815	□ 3,542,463
□□□	52-07 □□r□S□	□ 4,0□5	D□□P□□A□□	1□	□□	□ 21	□ 4,074
□□□	52-30 F□,O□& L□r	□ 67,376	D□□P□□A□□	2□	□8□	□ 1,070	□ 66,305
□□□	53-00 R□d M□r/S□	□ □,572	D□□P□□A□□	0□	100□	□ -	□ □,572
□□□	54-00 M□ □r□/P□	□ -	D□□P□□A□□	1□	□□	□ -	□ -
□□□	55-00 Tr□	□ 25,233	D□□P□□A□□	1□	□□	□ 128	□ 25,105
□□□	T□□□O□r□□ E□□d□r□	□ □□□□□□□				□ □□□□□	□ □□□□□□□
□□□	**TOTAL □□□□□ D□AL PLANT**	□ □□□□□□□				□ □□□□□	□ □□□□□□□

	A	B	C	D	E	F	G
			SER□ICE ALLOCATION □				
		B□□□ □□r R□□□□□□R□□□□ A□□□□□	A□□□□□□ F□□□r	S□r□□□ □ □□r S□□□□	R□□ □□d□r □□ B□□□ □□r R□□□□□□ R□□□□A□□□□	B□□□ □□r S□r□□□ □ □□r S□□□□	R□□ □□d□r □□B□□□ □□r R□□□□□□ R□□□□A□□□□
□□□	□□□□ □ **ATER FIELD OPERATIONS**						
□□□	S□□r□□ □ B□□□□□						
□□□	12-00 R□□□□r S□□r□□ & W□□□□	□ 55,546	M□□□ □□P□□	6□	□4□	□ 3,444	□ 52,102
□□□	12-12 A□r□□P□□□	□ 763	M□□□ □□P□□	6□	□4□	□ 47	□ 716
□□□	13-00 O□□r S□□r□□ & W□□□	□ 2,221	M□□□ □□P□□	6□	□4□	□ 138	□ 2,083
□□□	14-00 O□r□□ □	□ 5,164	M□□□ □□P□□	6□	□4□	□ 320	□ 4,844
□□□	20-00 C□□□/S□□ A□□	□ 25	M□□□ □□P□□	6□	□4□	□ 2	□ 23
□□□	21-00 FICA T□□	□ 4,682	M□□□ □□P□□	6□	□4□	□ 2□0	□ 4,3□1
□□□	22-00 R□r□□ □□C□r	□ 6,□53	M□□□ □□P□□	6□	□4□	□ 431	□ 6,522
□□□	23-00 L□/H□□ I□r	□ 15,671	M□□□ □□P□□	6□	□4□	□ □72	□ 14,6□□
□□□	24-00 W□r□r'□C□	□ 3,51□	M□□□ □□P□□	6□	□4□	□ 218	□ 3,300
□□□	26-00 OPEB H□□ E□	□ 2,670	M□□□ □□P□□	6□	□4□	□ 166	□ 2,504
□□□	27-00 C□r P□	□ 767	M□□□ □□P□□	6□	□4□	□ 48	□ 720
□□□	T□□□ S□□r□□ □ B□□□□	□ □□□□				□ □□□□	□ □□□□
□□□	O□r□□ E□□d□r□□						
□□□	31-00 Pr□□□S□r□	□ □0	M□□□ □□P□□	6□	□4□	□ 6	□ 85
□□□	34-00 C□r□□S□r□	□ 1,24□	M□□□ □□P□□	6□	□4□	□ 77	□ 1,172
□□□	40-00 Tr□□& P□r D	□ 77	M□□□ □□P□□	6□	□4□	□ 5	□ 72
□□□	41-00 C□ □	□ 626	M□□□ □□P□□	6□	□4□	□ 3□	□ 588
□□□	42-00 P□□& Fr	□ 82	M□□□ □□P□□	6□	□4□	□ 5	□ 77
□□□	43-00 E□r□/W□r/S□r S□r	□ 2,3□4	M□□□ □□P□□	6□	□4□	□ 148	□ 2,246
□□□	44-00 R□& L□	□ 104	M□□□ □□P□□	6□	□4□	□ 6	□ □7
□□□	45-00 I□r	□ 56□	M□□□ □□P□□	6□	□4□	□ 35	□ 534
□□□	46-00 R□& M□	□ 76,618	M□□□ □□P□□	6□	□4□	□ 4,750	□ 71,868
□□□	46-02 R□r/M□B□d	□ 2,676	M□□□ □□P□□	6□	□4□	□ 166	□ 2,510
□□□	46-03 R□r/M□- V□	□ 2,361	M□□□ □□P□□	6□	□4□	□ 146	□ 2,214
□□□	47-00 Pr□& B□d	□ 1	M□□□ □□P□□	6□	□4□	□ 0	□ 1
□□□	4□-00 O□r C□r□& O□	□ 6□	M□□□ □□P□□	6□	□4□	□ 4	□ 64
□□□	52-00 O□r□S□	□ 3,845	M□□□ □□P□□	6□	□4□	□ 238	□ 3,606
□□□	52-07 □□r□S□	□ □□	M□□□ □□P□□	6□	□4□	□ 6	□ □3
□□□	52-30 F□,O□& L□r	□ 2,445	M□□□ □□P□□	6□	□4□	□ 152	□ 2,2□3
□□□	53-00 R□d M□r□/S□	□ 182	M□□□ □□P□□	6□	□4□	□ 11	□ 170
□□□	54-00 M□ □r□/P□	□ 8	M□□□ □□P□□	6□	□4□	□ 1	□ 8
□□□	55-00 Tr□	□ 118	M□□□ □□P□□	6□	□4□	□ 7	□ 111
□□□	T□□□O□r□□□ E□□□d□r□□	□ □□□□				□ □□□□	□ □□□□
□□□	**TOTAL □□□□□ □ ATER FIELD OPERATIONS**	□ □□□□□				□ □□□□□	□ □□□□□

	A	B	C	D	E	F	G
			SER□ICE ALLOCATION □				
		B□□□□ □□□r R□□□□□□□R□□□□□ A□□□□□□□	A□□□□□□□□ F□□□□r	S□r□□□□ □ □□□r S□□□□□	R□□ □□□d□r □□ B□□□□ □□□r R□□□□□□□ A□□□□□□	B□□□□ □□□r S□r□□□□ □ □□□r S□□□□□	R□□ □□□d□r □□B□□□ □□□r R□□□□□□□ R□□□□□A□□□□□□
□□□	□□□□ **ENGINEERING**						
□□□	S□□□r□□□ □ B□□□□□□□						
□□□	12-00 R□□□□□r S□□□r□□□ & W□□□□	□ 224,265	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 224,265
□□□	12-12 A□□r□□□P□□□□□□	□ 6,43□	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 6,43□
□□□	13-00 O□□□r S□□□r□□□ & W□□□□	□ 37,228	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 37,228
□□□	14-00 O□□r□□□ □	□ 77	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 77
□□□	21-00 FICA T□□□□	□ 20,38□	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 20,38□
□□□	22-00 R□□r□□□ □□□C□□r□□□□□□	□ 1□,667	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 1□,667
□□□	23-00 L□□/H□□□□ I□□□r□□□	□ 8□,□3□	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 8□,□3□
□□□	24-00 W□r□□r'□C□□ □□□□□□□□	□ 2,6□4	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 2,6□4
□□□	26-00 OPEB H□□□□ E□□□□□□	□ 11,644	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 11,644
□□□	27-00 C□□□□r□□ P□□□	□ 12,6□8	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 12,6□8
□□□	T□□□□S□□r□□□ □ B□□□□□□□	□ □□□□□□□				□ □	□ □□□□□□□
□□□	O□r□□□□ E□□□□d□□r□□						
□□□	31-03 E□□□□□r□□□ S□r□□□□	□ -	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ -	□ -
□□□	34-00 C□□r□□□S□r□□□□	□ 42,778	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 42,778
□□□	40-00 Tr□□□□& P□r D□□□	□ 4	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 4
□□□	41-00 C□□ □ □□□□□□□□	□ 1,666	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 1,666
□□□	42-00 P□□□□□□& Fr□□□□□	□ 176	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 176
□□□	45-00 I□□□r□□□□	□ 1,330	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 1,330
□□□	46-00 R□□□□r□ & M□□□□□□□□□	□ 3,033	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 3,033
□□□	46-03 R□□□□r/M□□□□- V□□□□□□	□ 2,165	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 2,165
□□□	47-00 Pr□□□□□ & B□d□□□	□ 33	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 33
□□□	4□-00 O□□r C□r□□□ & O□□□.	□ 414	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 414
□□□	52-00 O□r□□□□ S□□□□□□	□ 5,641	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 5,641
□□□	52-30 F□□□,O□& L□r□□□□□	□ 2,842	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 2,842
□□□	54-00 M□□ □r□□□/P□□□□□□□□	□ 207	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 207
□□□	55-00 Tr□□□□	□ 341	W□□□□□d T□□□S□r□□□ W□□□r S□□□□ CIP	0□	100□	□ 0	□ 341
□□□	T□□□□O□r□□□□ E□□□□d□□r□□	□ □□□□□□				□ □	□ □□□□□□
□□□	**TOTAL □□□□□ ENGINEERING**	□ □□□□□□□				□ □	□ □□□□□□□
□□□	□□□□ □ **ATER RECLAMATION**						
□□□	S□□□r□□□ □ B□□□□□□□						
□□□	12-00 R□□□□□r S□□□r□□□ & W□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	12-12 A□□r□□□P□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	13-00 O□□□r S□□□r□□□ & W□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	14-00 O□□r□□□ □	□ -	N/A	0□	0□	□ -	□ -
□□□	20-00 C□□□□□□/S□□□ A□□□ □□□□□	□ -	N/A	0□	0□	□ -	□ -

	A	B	C	D	E	F	G
			SER□ICE ALLOCATION □				
		B□□□ □□□r R□□□□□□□R□□□□ A□□□□□□	A□□□□□□□□ F□□□r	S□r□□□□ □ □□□r S□□□□	R□□ □□d□r □□ B□□□ □□□r R□□□□□□□ R□□□□A□□□□□	B□□□ □□□r S□r□□□□ □ □□□r S□□□□	R□□ □□d□r □□B□□□ □□□r R□□□□□□□ R□□□□A□□□□□
□□□	21-00 FICA T□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	22-00 R□□r□□ □□□C□□r□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	23-00 L□□/H□□□□ I□□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	24-00 W□r□r'□C□□ □□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	26-00 OPEB H□□□ E□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	27-00 C□□□r□ P□□	□ -	N/A	0□	0□	□ -	□ -
□□□	T□□□S□r□□ □ B□□□□	□ □				□ □	□ □
□□□	O□r□□□ E□□□d□r□						
□□□	31-00 Pr□□□□□□S□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	34-00 C□r□□S□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	40-00 Tr□□□& P□r D□□	□ -	N/A	0□	0□	□ -	□ -
□□□	41-00 C□□ □ □□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	42-00 P□□□□& Fr□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	43-00 E□□r□/W□r/S□□r S□r□□	□ -	N/A	0□	0□	□ -	□ -
□□□	44-00 R□□□& L□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	45-00 I□r□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-00 R□□□□& M□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-02 R□□□r/M□□□B□d□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-03 R□□□r/M□□□- V□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	4□-00 O□□r C□r□□& O□□.	□ -	N/A	0□	0□	□ -	□ -
□□□	52-00 O□r□□□ S□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	52-07 □□□□r□□ S□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	52-30 F□□,O□& L□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	54-00 M□□ □r□□□/P□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	55-00 Tr□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	T□□□O□r□□□ E□□□d□r□	□ □				□ □	□ □
□□□	**TOTAL □□□□ □ ATER RECLAMATION**	□ □				□ □	□ □
□□□	**□□□ SE□ ER FIELD OPERATIONS**						
□□□	S□r□□ □ B□□□						
□□□	12-00 R□□□r S□r□□& W□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	14-00 O□r□□ □	□ -	N/A	0□	0□	□ -	□ -
□□□	20-00 C□□□/S□□ A□□ □□□	□ -	N/A	0□	0□	□ -	□ -
□□□	21-00 FICA T□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	22-00 R□□r□□ □□□C□□r□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	23-00 L□□/H□□□□ I□□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	24-00 W□r□r'□C□□ □□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	26-00 OPEB H□□□ E□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	27-00 C□□□r□ P□□	□ -	N/A	0□	0□	□ -	□ -
□□□	T□□□S□r□□ □ B□□□□	□ □				□ □	□ □
□□□	O□r□□□ E□□□d□r□						
□□□	34-00 C□r□□S□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	40-00 Tr□□□& P□r D□□	□ -	N/A	0□	0□	□ -	□ -
□□□	41-00 C□□ □ □□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	42-00 P□□□□& Fr□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	43-00 E□□r□/W□r/S□□r S□r□□	□ -	N/A	0□	0□	□ -	□ -

	A	B	C	D	E	F	G
			SER□ICE ALLOCATION □				
		B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	A□□□□□□□□ F□□□r	S□r□□□ □ □□□r S□□□□	R□□ □□d□r □□ B□□□ □□□r R□□□□□□□ R□□□□A□□□□□	B□□□ □□□r S□r□□□ □ □□r S□□□□	R□□ □□d□r □□B□□□ □□□r R□□□□□□□ R□□□□A□□□□□
□□□	44-00 R□□□□□& L□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	45-00 I□□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-00 R□□□r□ & M□□□□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	46-03 R□□□r/M□□□- V□□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	47-00 Pr□□□□ & B□d□□	□ -	N/A	0□	0□	□ -	□ -
□□□	4□-00 O□□r C□r□□ & O□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	52-00 O□r□□□ S□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	52-30 F□□,O□& L□r□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	53-00 R□d M□r□/S□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	54-00 M□ □r□□/P□□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	55-00 Tr□□□	□ -	N/A	0□	0□	□ -	□ -
□□□	T□□□O□r□□□ E□□□d□r□	□ □				□ □	□ □
□□□	**TOTAL □□□□SE□ ER FIELD OPERATIONS**	□ □				□ □	□ □
□□□	**DEBT SER□ICE**						
□□□	E□□□□ S□□r L□ D□□S□r						
□□□	S□r□□ 1□□ B□d - Pr□□□	□ 1,070,010	S□r□□ 1□□ B□d□	2□	□8□	□ 25,002	□ 1,045,008
□□□	S□r□□ 1□□ B□d - I□r□□	□ 177,64□	S□r□□ 1□□ B□d□	2□	□8□	□ 4,151	□ 173,4□8
□□□	S□r□□ 2003 - Pr□□□	□ 1,145,5□1	S□r□□ 2003 B□d□	2□	□8□	□ 26,116	□ 1,11□,475
□□□	S□r□□ 2003 - I□r□□	□ 586,7□5	S□r□□ 2003 B□d□	2□	□8□	□ 13,377	□ 573,418
□□□	S□r□□ 200□A B□d□- Pr□□□	□ -	S□r□□ 200□A B□d□	0□	100□	□ -	□ -
□□□	S□r□□ 200□A B□d□- I□r□□	□ 210,421	S□r□□ 200□A B□d□	0□	100□	□ -	□ 210,421
□□□	S□r□□ 200□B B□d□- Pr□□□	□ -	S□r□□ 200□B B□d□	2□	□8□	□ -	□ -
□□□	S□r□□ 200□B B□d□- I□r□□	□ 540,264	S□r□□ 200□B B□d□	2□	□8□	□ 12,624	□ 527,640
□□□	S□r□□ 2010 BAB - Pr□□□	□ -	S□r□□ 2010 BAB	0□	100□	□ -	□ -
□□□	S□r□□ 2010 BAB - I□r□□	□ 880,□□3	S□r□□ 2010 BAB	0□	100□	□ -	□ 880,□□3
□□□	S□r□□ 2010 BAB - S□□□d□	□ (281,046)	S□r□□ 2010 BAB	0□	100□	□ -	□ (281,046)
□□□	T□□□E□□□□□ S□□□r L□ D□□□S□r	□ □□□□□□□□				□ □□□□□	□ □□□□□□□□
□□□	E□□□□□ S□□□rd□□□ D□□□S□r						
□□□	SRL 517010 - Pr□□□	□ -	SRL 517010	0□	100□	□ -	□ -
□□□	SRL 517010 - I□r□□	□ -	SRL 517010	0□	100□	□ -	□ -
□□□	SRL 517020 - Pr□□□	□ -	SRL 517020	0□	100□	□ -	□ -
□□□	SRL 517020 - I□r□□	□ -	SRL 517020	0□	100□	□ -	□ -
□□□	SRL 517030 - Pr□□□	□ -	SRL 517030	0□	100□	□ -	□ -
□□□	SRL 517030 - I□r□□	□ -	SRL 517030	0□	100□	□ -	□ -
□□□	SRL 202P - Pr□□□	□ -	SRL 202P	0□	100□	□ -	□ -
□□□	SRL 202P - I□r□□	□ -	SRL 202P	0□	100□	□ -	□ -
□□□	SRL 517040 - Pr□□□	□ -	SRL 517040	0□	100□	□ -	□ -
□□□	SRL 517040 - I□r□□	□ -	SRL 517040	0□	100□	□ -	□ -
□□□	SRL - 517050 - Pr□□□	□ -	SRL 517050	0□	100□	□ -	□ -
□□□	SRL - 517050 - I□r□□	□ -	SRL 517050	0□	100□	□ -	□ -
□□□	SRL WW812030 - Pr□□□	□ -	SRL WW812030	0□	100□	□ -	□ -
□□□	SRL WW812030 - I□r□□	□ -	SRL WW812030	0□	100□	□ -	□ -
□□□	SRL DW517060 - Pr□□□	□ -	SRL DW517060	0□	100□	□ -	□ -
□□□	SRL DW517060 - I□r□□	□ -	SRL DW517060	0□	100□	□ -	□ -
□□□	T□□□E□□□□□ S□□□rd□□□ D□□□S□r	□ □				□ □	□ □

	A	B	C	D	E	F	G
			SER□ICE ALLOCATION □				
		B□□□ □□r R□□□□□□R□□□□ A□□□□□	A□□□□□□ F□□□r	S□r□□□ □ □□r S□□□□	R□□ □□d□r □□ B□□□ □□r R□□□□□□ R□□□□A□□□□	B□□□ □□r S□r□□□ □ □□r S□□□□	R□□ □□d□r □□B□□□ □□r R□□□□□□ R□□□□A□□□□
□□□	N□□ D□□□S□r□□□						
□□□	I□ □□□d A□□□□D□□□S□r□□□ □r CIP (Fr□□ S□□□d□□ 13 □□	333,266	B□□□Y□□r S□r□□□ W□□r S□□□□CIP	0□	100□	0	333,266
□□□	T□□□N□□ D□□□S□r□□□						
□□□	**TOTAL □DEBT SER□ICE**						
□□□	**OT□ER BELO□ T□E LINE E□PENSES**						
□□□	L□□□r□ □□Cr□d□						
□□□	S□□□r□□□L□□□r □□Cr□d□Dr□□ □1 - Pr□□□□□□	-	N/A	0□	0□	-	-
□□□	S□□□r□□□L□□□r □□Cr□d□Dr□□ □1 - I□□r□□□	-	N/A	0□	0□	-	-
□□□	S□□□r□□□L□□□r □□Cr□d□Dr□□ □3 - Pr□□□□□□	-	N/A	0□	0□	-	-
□□□	S□□□r□□□L□□□r □□Cr□d□Dr□□ □3 - I□□r□□□	-	N/A	0□	0□	-	-
□□□	S□□□r□□□L□□□r □□Cr□d□Dr□□ □4 - Pr□□□□□□	-	N/A	0□	0□	-	-
□□□	S□□□r□□□L□□□r □□Cr□d□Dr□□ □4 - I□□r□□□	-	N/A	0□	0□	-	-
□□□	S□□□r□□□L□□□r □□Cr□d□Dr□□ □5 - Pr□□□□□□	-	N/A	0□	0□	-	-
□□□	S□□□r□□□L□□□r □□Cr□d□Dr□□ □5 - I□□r□□□	-	N/A	0□	0□	-	-
□□□	T□□□□L□□□r□ □□Cr□d□						
□□□	**TOTAL □OT□ER BELO□ T□E LINE E□PENSES**						
□□□	**OT□ER □SES**						
□□□	C□□□ F□□d□d C□□□□□						
□□□	I□ □□□d C□□□ F□□d□d CIP (Fr□□ S□□□d□□ 13 □□13)	2,717,634	B□□□Y□□r S□r□□□ W□□r S□□□□CIP	0□	100□	0	2,717,634
□□□	T□□□□C□□□ F□□d□d C□□□□□						
□□□	L□□□□ C□□□□□O□□□□						
□□□	C□□r□□□□d C□□□□F□□d□U□d □r CIP □ C□rr□□FY	-	N/A	0□	0□	(1) -	-
□□□	W□□r I□ □□□F□□□U□d □r P□□□ D□□□	(580,385)	M□□□ □P□□	6□	□4□	(35,□84)	(544,402)
□□□	S□□ r I□ □□□F□□□U□d □r P□□□ D□□□	-	N/A	0□	0□	-	-
□□□	W□□r Pr□□□□□P□d □ □□ I□ □□□F□□□	-	N/A	0□	0□	-	-
□□□	S□□ r Pr□□□□□P□d □ □□ I□ □□□F□□□	-	N/A	0□	0□	-	-
□□□	T□□□C□□□□O□□□□□						
□□□	□□□ □□F□d B□□□□□						
□□□	R□□r□□ F□d B□□□□□ U□d □r C□□□ F□□ D□□□□	-	W□□□□d T□□□S□r□□□ W□□r S□□□□O&M	1□	□□□	-	-
□□□	T□□□□□ □□ F□d B□□□□□						
□□□	**TOTAL □OT□ER □SES**						
□□□	**OFFSETTING RE□EN□ES**						
□□□	O□□r O□r□□□ R□□□□□						
□□□	W□□r C□□□□□□□ F□□	-	N/A	0□	0□	-	-
□□□	W□□r H□dr□□ F□□	-	N/A	0□	0□	-	-
□□□	H□dr□□ R□d F□□ T□□	-	N/A	0□	0□	-	-
□□□	B□□□□□ D□□□ T□□	-	N/A	0□	0□	-	-
□□□	□□ □r M□□r□	-	N/A	0□	0□	-	-
□□□	P□□ R□□□ / C□□□I□□□□	(17,363)	R□□ □□d□r □□R□□□□□/R□□□	0□	100□	-	(17,363)
□□□	B□□□□ PRV/RLCT T□ □	-	N/A	0□	0□	-	-
□□□	S□□ r Gr□□□ Tr□□ P□r□ □□	-	N/A	0□	0□	-	-
□□□	S□□ r C□□□□□□ F□□	-	N/A	0□	0□	-	-
□□□	R□□□ W□□r I□□□□□□	-	N/A	0□	0□	-	-
□□□	362 - R□□□ □d R□□□□□	(617)	R□□ □□d□r □□R□□□□□/R□□□	0□	100□	-	(617)
□□□	364 - S□□ □F□d A□□□	(6□,536)	R□□ □□d□r □□R□□□□□/R□□□	0□	100□	-	(6□,536)

	A	B	C	D	E	F	G
			SER□ICE ALLOCATION □				
		B□□□ □□□r R□□□□□□□R□□□□ A□□□□□	A□□□□□□□ F□□□r	S□r□□□□ □ □□r S□□□□	R□□ □□d□r □□ B□□□ □□r R□□□□□□□ R□□□□	B□□□ □□□r S□r□□□ □ □□r S□□□□	R□□ □□d□r □□B□□□ □□r R□□□□□□□ R□□□□A□□□□
□□□	365 - S□□□ □□S□r□□□□S□r□□	□ (3,336)	R□□ □□d□r □□R□□□□□/R□□□□	0□	100□	□ -	□ (3,336)
□□□	36□ - O□□r M□□. R□□□□□□□	□ (32,177)	R□□ □□d□r □□R□□□□□/R□□□□	0□	100□	□ -	□ (32,177)
□□□	N□□I□□/D□□ - FMV I□□□□□ □□□	□ 31,367	W□□□□d T□□□S□r□□□ W□□r S□□□□O&M	1□	□□□	□ 1□3	□ 31,174
□□□	T□□□O□□r O□□r□□□ R□□□□□	□ (□1,662)	W□□□□d T□□□S□r□□□ W□□r S□□□□O&M	1□	□□□	□ (564)	□ (□1,0□8)
□□□	T□□□O□□r O□□r□□□ R□□□□□	□				□ □□□	□
□□□	I□□r□□□I□□□ □						
□□□	I□□r□□□I□□□ □	□ (117,□67)	W□□□□d T□□□S□r□□□ W□□r S□□□□O&M	1□	□□□	□ (726)	□ (117,241)
□□□	T□□□I□□r□□□I□□□ □	□				□	□
□□□	**TOTAL □OFFSETTING RE□EN□ES**	□				□	□
□□□	**T□□□**	□				□	□

□□□□

(1) C□□r□□□□d C□□□□F□□d□U□d □r CIP □ C□rr□□FY □□□□ □□□□d □□□rd□□ □ □□□ □□□r□ □□□□ □r□□□.

	A	B	C	D	E
	S□r□□□ A□□□□□□□□ F□□□r□	□ □□r	S□□ □r□R□□□	□ □□r	S□□ □r□R□□□
□	W□□r O□□	100.0□	0.0□	100.0□	0.0□
□	S□□ □r / R□□□ O□□	0.0□	100.0□	0.0□	100.0□
□	B□□ Y□r A□□□□□□	8□.6□	10.4□	80,110	□,348
□	W□r Ad□ □ I□□r□□□	83.1□	16.□□	□264,825	□53,816
□	W□r F□d O□r□□□□ PS	□□.0□	1.0□	□1,711,□36	□16,4□4
□	S□r□□ 1□□ B□d□	□6.4□	3.6□	□6.4□	3.6□
□	S□r□□ 2003 B□d□	□6.5□	3.5□	□6.5□	3.5□
□	S□r□□ 200□A B□d□	□3.5□	6.5□	□3.5□	6.5□
□	S□r□□ 200□B B□d□	□6.4□	3.6□	□6.4□	3.6□
□□	S□r□□ 2010 BAB	100.0□	0.0□	100.0□	0.0□
□□	SRL 517010	100.0□	0.0□	100.0□	0.0□
□□	SRL 517020	100.0□	0.0□	100.0□	0.0□
□□	SRL 517030	100.0□	0.0□	100.0□	0.0□
□□	SRL 202P	0.0□	100.0□	0.0□	100.0□
□□	SRL 517040	100.0□	0.0□	100.0□	0.0□
□□	SRL 517050	100.0□	0.0□	100.0□	0.0□
□□	SRL WW812030	0.0□	100.0□	0.0□	100.0□
□□	SRL DW517060	100.0□	0.0□	100.0□	0.0□
□□	B□□ Y□r CIP	88.2□	11.8□	□13,212,775	□1,765,356
□□	W□□□□d 5-Y□r CIP	88.2□	11.8□	□85,802,728	□11,464,085
□□	W□□□□d T□□□O&M E□□□□□	83.4□	16.6□	□38,842,400	□7,744,667
□□	N/A	0.0□	0.0□	0	0

A	B	C	D	E	F	G	□
□	□ □□r Ad□ □□ l□□□r□□□□ □□□□□□□□□□□□ □ □□r □□S□□ □r						
□	W□□r	□264,825	83.1□				
□	S□□ □r	□53,816	16.□□				
□	T□□□□□ □□r C□□□	□□□□□□□	□□□□□□				
□	□ □□r F□□d O□□r□□□□ □□□□□PS □□□□□ □ □□r □□S□□ □r			A□□□□□□□ F□□r	□ □□r	S□□ □r	□ □□r □	S□□ □r □
□	W□□r F□d O□□r□□□□ M□□□□r S□□r□	□□□,220		W□□□d T□□□ O&M E□□□□	83□	17□	□82,726	□16,4□4
□	A□O□□r W□□r F□d O□□r□□□□ □□□r□□	□1,62□,210		W□□r O□□	100□	0□	□1,62□,210	□0
□	T□□□□□ □□r C□□□	□□□□□□□	□□□□□□				□□□□□□□	□□□□□□
							□□.0□	1.0□
□	M□□□ □□P□□ □r □ □□r S□□ □r R□□□□ d							
□□	P□□□□ W□□r	1,341	87.0□					
□□	W□□□ □r	125	8.1□					
□□	R□□□□ d	75	4.□□					
□□	T□□□ M□□□ □P□□	□□□□	□□□□□					
□□	M□□□ □P□□ □r R□□ □ □□r Tr□□□ □□□□ □ D□r□□□□							
□□	R□□ W□□r	50	3.2□					
□□	Tr□□ □□□/D□r□□□□ (A□O□r P□□)	1,4□1	□6.8□					
□□	T□□□ M□□□ □P□□	□□□□	□□□□□					
□□	M□□□ □P□□ □r R□□ S□r□□ □ □□r R□□ Gr□□d □ □□r							
□□	R□□ S□r□□ W□□r	3.1	6.2□					
□□	R□□ Gr□□d W□□r	46.□	□3.8□					
□□	T□□□ M□□□ □P□□	□□	□□□□□					

A		B	C	D	E
	C□□□□□ □r A□□□□□□□□ F□□□□r□	R□□□□□□□ R□□□□□	R□□□□O□□	R□□□□□□□ R□□□□□	R□□□□O□□
□	R□□□□□□□/ R□□□□□	100.0□	0.0□	100.0□	0.0□
□	R□□□□O□□	0.0□	100.0□	0.0□	100.0□
□	M□□□ □□P□□	3.2□	□6.8□	50	1,4□1
□	S□r□□ 1□□□ B□□d□	□4.8□	5.2□	□4.8□	5.2□
□	S□r□□ 2003 B□□d□	□4.□□	5.1□	□4.□□	5.1□
□	S□r□□ 200□A B□□d□	51.0□	4□.0□	51.0□	4□.0□
□	S□r□□ 200□B B□□d□	□4.8□	5.2□	□4.8□	5.2□
□	S□r□□ 2010 BAB	47.2□	52.8□	47.2□	52.8□
□	SRL 517010	0.0□	100.0□	0.0□	100.0□
□□	SRL 517020	0.0□	100.0□	0.0□	100.0□
□□	SRL 517030	0.0□	100.0□	0.0□	100.0□
□□	SRL 202P	0.0□	100.0□	0.0□	100.0□
□□	SRL 517040	0.0□	100.0□	0.0□	100.0□
□□	SRL 517050	0.0□	100.0□	0.0□	100.0□
□□	SRL WW812030	0.0□	100.0□	0.0□	100.0□
□□	SRL DW517060	0.0□	100.0□	0.0□	100.0□
□□	W□□□r I□ □□□□F□□□	40.4□	5□.6□	□156,552,131	□230,727,226
□□	B□□□ Y□□r W□□□r CIP	65.6□	34.4□	□8,665,123	□4,547,652
□□	W□□□□□d T□□□W□□□r CIP	65.6□	34.4□	□56,270,632	□2□,532,0□6
□□	W□□□□□d T□□□W□□□r O&M	56.□□	43.1□	□22,111,767	□16,730,633
□□	N/A	0.0□	0.0□	0	0

(1) W□□□r S□□□□□ I□ □□□□F□□ □□□□□□□□□ □□□□d □□□□ □□□□□□□□ □□□□□ □□ □□□□□□□□ □□ Tr□□□□ □□□□□d S□□□□□ (R□□□□□□/R□□□□□ C□□□P□□□) □□d Tr□□□□ □□□□□ □□d P□□ □□□□ □□d S□r□□□ (R□□□□O□□ C□□□P□□□).

A		B	C	D	E
	S□r□□□□ □ □□□r S□□□□□ A□□□□□□□□ F□□□□r□	S□r□□□□ □ □□□r S□□□□□	R□□ □□□d□r □□ R□□□□□□□□ R□□□□□	S□r□□□□ □ □□□r S□□□□□	R□□ □□□d□r □□ R□□□□□□□□ R□□□□□
□	S□r□□□□ W□□□r S□□□□□ O□□	100.0□	0.0□	100□	0□
□	R□□ □□□d□r □□R□□□□□□□/R□□□□□	0.0□	100.0□	0□	100□
□	M□□□ □□P□□	6.2□	□3.8□	3.1	46.□
□	E□□□□□□ D□□□S□r□□□	0.0□	0.0□	N/A	N/A
□	S□r□□ 1□□□ B□□d□	2.3□	□7.7□	2.3□	□7.7□
□	S□r□□ 2003 B□□d□	2.3□	□7.7□	2.3□	□7.7□
□	S□r□□ 200□A B□□d□	0.0□	100.0□	0.0□	100.0□
□	S□r□□ 200□B B□□d□	2.3□	□7.7□	2.3□	□7.7□
□	S□r□□ 2010 BAB	0.0□	100.0□	0.0□	100.0□
□□	SRL 517010	0.0□	100.0□	0.0□	100.0□
□□	SRL 517020	0.0□	100.0□	0.0□	100.0□
□□	SRL 517030	0.0□	100.0□	0.0□	100.0□
□□	SRL 202P	0.0□	100.0□	0.0□	100.0□
□□	SRL 517040	0.0□	100.0□	0.0□	100.0□
□□	SRL 517050	0.0□	100.0□	0.0□	100.0□
□□	SRL WW812030	0.0□	100.0□	0.0□	100.0□
□□	SRL DW517060	0.0□	100.0□	0.0□	100.0□
□	B□□□ Y□□r S□r□□□□ W□□□r S□□□□□ CIP	0.0□	100.0□	□0	□8,665,123
□□	W□□□□□□d T□□□□ S□r□□□□ W□□□r S□□□□□ CIP	0.0□	100.0□	□0	□56,270,632
□□	W□□□□□□d T□□□□ S□r□□□□ W□□□r S□□□□□ O&M	0.6□	□□.4□	□136,063	□21,□75,704
□□	W□□□□□□d T□□□□ D□□□P□□□□ O&M	0.7□	□□.3□	□54,312	□7,716,52□
□□	D□□□P□□□□ A□□□□□□□□	0.0□	0.0□	□0	□0
□□	N/A	0.0□	0.0□	0	0

A	B	C	D	E	F	G	
			A□□□□□□□□ F□□□r	S□r□□□□ □ □□r S□□□□□	R□□ □□d□r □□B□□□ □□r R□□□□□□□ R□□□□ A□□□□□	B□□□ □□□r S□r□□□□ □ □□r S□□□□□	R□□ □□d□r □□ B□□□ □□r R□□□□□□ R□□□□A□□□□□
□	□□□□□PROFESSIONAL SER□ICES						
□ 100	LT2 TESTING ORANGE COUNTY	□ 11,000	S□r□□□W□□r O□□	100□	0□	□ 11,000	□ -
□ 200	STRUCTURAL DESIGN AND SAFETY RECOMMENDATIONS	□ 12,000	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 61	□ 11,□3□
□ 300	...BASIN DISCHARGE PIPE EVALUATION 6K & OTHER 6K	□ -	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
TOTAL		□ □□□□□□				□□□□□□□	□□□□□□□
					P□r□□□□□T□□□	48.1□	51.□□
□	□□□□□CONTRACT SER□ICES						
□ 100	DISH NETWORK	□ □00	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 5	□ 8□5
□ 200	"SIEPRO" LICENSING	□ 1,000	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 5	□ □.5
□ 300	WONDERWARE LICENSING	□ 28,570	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 145	□ 28,425
□□ 400	CORPRO CATHODIC PROTECTION EL TANK, BACKWASH, GS	□ 2,000	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 10	□ 1,□□0
□□ 500	CRANE SERVICE	□ 6,000	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 30	□ 5,□70
□□ 600	HAUL WET/DRY LIME SLUDGE FOR RESIDUAL MGMNT	□ 115,000	N□ S□r□□□W□□r	0□	100□	□ -	□ 115,000
□□ 700	...□45 □ 7 TRUCKS □ □315 □ 365 DAYS PER TRUCK	□ -	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□ 800	MOWING OF BOOSTER STATIONS (325/MO.)	□ 3,□00	N□ S□r□□□W□□r	0□	100□	□ -	□ 3,□00
□□ □00	TEMPORARY HELP (3□ 850/WEEK FOR 8 WEEKS)	□ 20,400	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 104	□ 20,2□6
□□ 1000	PEST CONTROL CONTRACT	□ 200	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 1	□ 1□□
□□ 1100	REMOVE SURFACE SLUDGE FROM PLANT,	□ 33,000	N□ S□r□□□W□□r	0□	100□	□ -	□ 33,000
□□ 1200	...□550 □ 60 TRUCKS/YR (45 YD TRUCK)	□ -	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□ 1300	SOLID WASTE MANAGEMENT LANDFILL/DUMP	□ 800	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 4	□ 7□6
□□ 1400	WASTE REMOVAL, ROLL OFF FEES	□ 1,825	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ □	□ 1,816
□□ 1500	STATE OF FLORIDA RISK MANAGEMENT PLAN FEES	□ 1,000	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 5	□ □.5
□□ 1600	RE□UIRED BIOLOGICAL WELL MONITORING	□ 13,000	N□ S□r□□□W□□r	0□	100□	□ -	□ 13,000
□□ 1700	MISC. WELLFIELD REPAIRS THROUGH CONSULTANT	□ 25,000	N□ S□r□□□W□□r	0□	100□	□ -	□ 25,000
□□ 1800	E□ISTING SLUDGE REMOVAL PROGRAM	□ 100,000	S□□□I□□□□	25□	75□	□ 25,000	□ 75,000
□□ 1□00	...1,000.00/YEAR FOR 2 YEARS (FY16,FY17)	□ -	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□ **TOTAL □□□□□CONTRACT SER□ICES**		□ □□□□□□				□□□□□□□	□□□□□□□
					P□r□□□□□T□□□	7.2□	□2.8□
□□	□□□□□TRA□EL AND PER DIEM						
□□ 100	FSAWWA & FWRC CONFERENCE TRANSPORTATION AND TC	□ 100	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 1	□ □□
□□ 200	...PARKING AND TOLLS	□ -	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□ 300	WATER MANAGEMENT CONFERENCES/SEMINAR/SHORT SC	□ 4,100	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 21	□ 4,07□
□□ 400	...4 MEALS □ 51□5□1020 4 ROOMS □ 150□5 □3000	□ -	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□ 500	TOLL REPLENISHMENT	□ 300	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 2	□ 2□8
□□ 600	TRAINING FOR NEW SCADA ANALYST	□ 4,000	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 20	□ 3,□80
□□ 700	...(3 TRIPS)765/MEALS, 2250/ROOMS,□00/AIRFARE	□ -	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□ **TOTAL □□□□□TRA□EL AND PER DIEM**		□ □□□□□				□□□	□□□□□□□
					P□r□□□□□T□□□	0.5□	□□.5□
□□	□□□□□COMM□NICATION						
□□ 100	SPRINT 5 SMART PHONES □ □70 EA & 10 CELL □ □10 EA.	□ 5,400	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 27	□ 5,373
□□ 200	SPRINT WIRELESS AIRCARDS (SCADA & DREW) & (2) DATA	□ 2,100	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 11	□ 2,08□
□□ 300	...AIR CARDS 4□42 □ 12 MO.	□ -	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□ 400	AT&T CLUB SERVICE BACKUP COMM. TO SUPPLEMENT	□ 6,540	N□ S□r□□□W□□r	0□	100□	□ -	□ 6,540
□□ 500	...METRO ATT FIBER SERVICE	□ -	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□ 600	...□11 EMERG.LINES:DYAL 545/MO.	□ -	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□ 700	AT&T METRO E DEDICATED FIBER TO WEWAH, DYAL	□ 52,000	N□ S□r□□□W□□r	0□	100□	□ -	□ 52,000
□□ 800	...CITY HALL BR/VIERA BOOSTERS (4,311/MO.) 3 YR.	□ -	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□ □00	...CONTRACT FOR PRIMARY COMM. SERVICE FOR SCADA.	□ -	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□ 1000	AVAYA P□ SYSTEM 25 LINES □ 17□.04 PER LINE. ANNUAL	□ 4,500	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 23	□ 4,477
□□ 1100	SUNCOM 50/MONTH (AVG.)	□ 720	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 4	□ 716
□□ 1200	CONFERENCE PHONE SYSTEM	□ 500	W□□□d T□□□D□□P□□□O&M	1□	□□□	□ 3	□ 4□7
□□ **TOTAL □□□□□COMM□NICATION**		□ □□□□□□				□□□	□□□□□□□
					P□r□□□□□T□□□	0.1□	□□.□□

A	B	C	D	E	F	G	
			A□□□□□□□□ F□□□r	S□r□□□□ □ □□r S□□□□□	R□□ □□d□r □□B□□□ □□r R□□□□□□□ R□□□□ A□□□□□	B□□□ □□□r S□r□□□□ □ □□r S□□□□□	R□□ □□d□r □□ B□□□ □□r R□□□□□□ R□□□□A□□□□□
□□	□□□□FREIG□T □ POSTAGE SER□ICE						
□□	100 CERTIFIED MAIL REPORTS TO FDEP/ENGINEERING REPORTS	1,100	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	6	1,0□4
□□	200 FREIGHT CHARGES FOR PARTS AND MATERIALS	8,500	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	43	8,457
□□	300 10 K FOR LGE E□UIP. PURCH.(VALVES,ACTUATORS,...)	10,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	51	□,□4□
□□	400 12K FOR SULFUREATOR PACKING DELIVERY	12,000	N□ S□r□□□ W□□r	0□	100□	-	12,000
□□	**TOTAL □□□□FREIG□T □ POSTAGE SER□ICE**	□□□□□□				□□□□	□□□□□□
					P□r□□□□□T□□□	0.3□	□□.7□
□□	□□□□ELECTRIC□□ ATER□SE□ ER						
□□	100 DUKE ENERGY ELEC SVC FOR DYAL,TWELLS,TCR	780,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	3,□63	776,037
□□	200 DUKE ENERGY ASR 1-10 3000/MONTH FOR 2 MONTHS REC.	60,000	N□ S□r□□□ W□□r	0□	100□	-	60,000
□□	300 DUKE ENERGY ELEC SVC FOR T WELLS	30,000	N□ S□r□□□ W□□r	0□	100□	-	30,000
□□	400 DUKE ENERGY ELEC SERVICE FOR WELL FIELD/WEWA	830,000	N□ S□r□□□ W□□r	0□	100□	-	830,000
□□	500 FPL ELEC SVC INDUST PK,ELEV.TANK,VIERA	50,000	N□ S□r□□□ W□□r	0□	100□	-	50,000
□□	600 FPL-MIAMI ELECTRIC SVC BAN. RIVER	34,000	N□ S□r□□□ W□□r	0□	100□	-	34,000
□□	700 OUC WELL ELEC SVC WELL 10	□,000	N□ S□r□□□ W□□r	0□	100□	-	□,000
□□	800 VIERA TK & BOOSTER PUMP STATION WATER, SEWER SVC,	6,000	N□ S□r□□□ W□□r	0□	100□	-	6,000
□□	**TOTAL □□□□ELECTRIC□□ ATER□SE□ ER**	□□□□□□□□				□□□□□	□□□□□□□□
					P□r□□□□□T□□□	0.2□	□□.8□
□□	□□□□RENTAL AND LEASES						
□□	100 E□CAVATOR FOR STORM WATER POND MAINTENANCE	4,600	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	23	4,577
□□	200 ...RE□UIRED FOR S□RWMD RETENTION PONDS	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□	300 LGE. E□UIP. RENTAL, LIFT, LOADER, GRADER,ETC.	10,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	51	□,□4□
□□	400 OTHER CHARGES 1.5□ ENV FEE ON ALL RENTALS	250	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	1	24□
□□	500 SMALL E□UIP/TOOL AND SCAFFOLDING RENTAL	4,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	20	3,□80
□□	600 AMMONIA TANK RENTAL	600	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	3	5□7
□□	700 COPIER LEASE AGREEMENT (□142/MO)	1,704	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□	1,6□5
□□	800 WELDING TANKS RENTAL	600	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	3	5□7
□□	**TOTAL □□□□RENTAL AND LEASES**	□□□□□□				□□□□	□□□□□□
					P□r□□□□□T□□□	0.5□	□□.5□
□□	□□□□INS□RANCE						
□□	100 NOTARY COMMISSION FOR ADMIN. ASST.	110	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	1	10□
□□	200 VEHICLE INSURANCE	7,152	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	36	7,116
□□	**TOTAL □□□□INS□RANCE**	□□□□□				□□□	□□□□□□
					P□r□□□□□T□□□	0.5□	□□.5□
□□	□□□□REPAIRS □ MAINTENANCE						
□□	100 UNANTICIPATED REPAIRS TO PUMPS, MOTORS, E□UIPMENT	45,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	22□	44,771
□□	200 REPAIRS FOR 3 TREATMENT UNITS & E□UIPMENT	50,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	254	4□,746
□□	300 4 HIGH SERVICE PUMPS, 3 TRANS. PUMPS, OTHER PUMPS	40,000	N□ S□r□□□ W□□r	0□	100□	-	40,000
□□	400 ANNUAL PREV MAINT EMERGENCY GEN AT DYAL AND VIERA	12,000	N□ S□r□□□ W□□r	0□	100□	-	12,000
□□	500 ANNUAL PREV MAINT GENERATORS WEWA T.C, 12 WELLS	25,000	N□ S□r□□□ W□□r	0□	100□	-	25,000
□□	600 STAND-BY DIESEL GEN./DIESEL ENGINE FOR HS PUMP □1	10,000	N□ S□r□□□ W□□r	0□	100□	-	10,000
□□	700 GENERATOR REPAIRS FOR 20 GEN SETS	25,000	N□ S□r□□□ W□□r	0□	100□	-	25,000
□□	800 ELECTRICAL INSTRUMENTATION MAINTENANCE/REPAIR	30,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	152	2□,848
□□	□00 ELEVATOR MAINT & MONTHLY INSPECTION	1,500	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	8	1,4□2
□□	1000 FILTER E□UIPMENT	20,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	102	1□,8□8
□□	1100 FIRE E□TINGUISHER MAINTENANCE REPLACE AT DYAL,WEW	2,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	10	1,□□0
□□	1200 ...BOOSTERS AND VEHICLES.	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□	1300 INSTRUMENTATION/TELEM/UPGRADE INSTALL FOR WEWA	5,000	N□ S□r□□□ W□□r	0□	100□	-	5,000
□□	1400 MAINT. OF SURFACE WATER E□UIPMENT	25,000	S□□□I□□□□	25□	75□	6,250	18,750
□□	1500 RADIO REPAIRS AND SPARE PARTS	5,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	25	4,□75
□□	1600 WELLFIELD E□UIPMENT	40,000	N□ S□r□□□ W□□r	0□	100□	-	40,000
□□	1700 BOOSTER STATION E□UIPMENT	25,000	N□ S□r□□□ W□□r	0□	100□	-	25,000
□□	1800 REPAIR GROUNDS MAINT. E□UIP.	25,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	127	24,873
□□	1□00 DYAL FINISHED WATER TANK CLEANING □ 5000/TANK (10)	50,000	N□ S□r□□□ W□□r	0□	100□	-	50,000
□□□	2000 ...E.T.,DYAL(2),CLEARWELL,FLUME,WW TANK,SURGE	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-

A		B	C	D	E	F	G	
				A□□□□□□□□ F□□□r	S□r□□□□ □ □□r S□□□□□	R□□ □□d□r □□B□□□ □□□r R□□□□□□□ R□□□□ A□□□□□	B□□□ □□□r S□r□□□□ □ □□r S□□□□□	R□□ □□d□r □□ B□□□ □□□r R□□□□□□□ R□□□□A□□□□□
□□□	2100	...IP,BR(2),VIERA PER 62-555.350 DUE IN 2016	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	2200	REBUILD HIGH SERVICE PUMP PROGRAM (HSP 3)	75,000	N□S□r□□□W□□r	0□	100□	-	75,000
□□□	2300	SLUDGE PUMPS, SLUDGE DRYING E□UIPMENT	15,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	76	14,□24
□□□	2400	SPARE PARTS E□ISTING RTUS AT 48 WELL SITES	1,000	N□S□r□□□W□□r	0□	100□	-	1,000
□□□	2500	CAL-FLO MAINT. (BURNETT LIME)	2,000	N□S□r□□□W□□r	0□	100□	-	2,000
□□□	2600	TELEMETRY/SCADA REPAIR, MAINTENANCE, AND UPGRADE	10,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	51	□,□4□
□□□	2700	WATER BLASTING FOR 2 TREATMENT UNITS(□25000 EACH)	50,000	N□S□r□□□W□□r	0□	100□	-	50,000
□□□	2800	WEWA E□UIP. REPAIR, HIGH/LOW PUMP MOTOR, VALVE,	10,000	N□S□r□□□W□□r	0□	100□	-	10,000
□□□	2□00	...BLOWER, DOME PAN	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	3000	REPAIR CHEMICAL FEED E□UIPMENT	50,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	254	4□,746
□□□	3100	BLOWER REPLACEMENT PROGRAM AT WEWAH.	80,000	N□S□r□□□W□□r	0□	100□	-	80,000
□□□	3200	...(3 INFY14,3 IN FY15,4 IN 16)	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	3300	REPLACE MEDIA FOR WEST SULFUREATOR	80,000	N□S□r□□□W□□r	0□	100□	-	80,000
□□□	3400	UPS MAINTENANCE CONTRACT	2,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	10	1,□□0
□□□	3500	PAINT STRUCTURES AT DYAL	15,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	76	14,□24
□□□	3600	NEW VALVES/ACTUATORS(□) FOR WEWAH WEST GST	□2,000	N□S□r□□□W□□r	0□	100□	-	□2,000
□□□	3700	...6 ACTUATORS AND 2 36" VALVES 1 RE□A ACTUATOR	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	3800	TRANSFER PUMP PROGRAM REBUILD TP □1	60,000	N□S□r□□□W□□r	0□	100□	-	60,000
□□□	3□00	REPLACE 1 HYPO STORAGE TANK AT WEWAH.PROG.	32,000	N□S□r□□□W□□r	0□	100□	-	32,000
□□□	4000	WELL REPLACEMENT PROGRAM	75,000	N□S□r□□□W□□r	0□	100□	-	75,000
□□□	4100	...3 NEW WELLS (SHAFT,COLUMN,PUMP,ETC.) AT 25K PER	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	4200	AMMONIA FEEDER MAINTENANCE CONTRACT(FY15□1.03)	6,365	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	32	6,333
□□□	4300	CI2 MAINTENANCE CONTRACT(FY15□1.03)	10,715	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	54	10,661
□□□	4400	HVAC CONTRACT MONTHLY MAINT ON 36 UNITS	46,508	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	236	46,272
□□□	4500	MAINTENANCE AND REPAIR OF SECURITY SYS.	1,500	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	8	1,4□2
□□□	4600	O□ONE MAINTENANCE AGREEMENT	20,000	N□S□r□□□W□□r	0□	100□	-	20,000
□□□	4700	SCADA MAINTENANCE AGREEMENT-PERIODIC VISITS TO	75,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	381	74,61□
□□□	4800	...MAINTAIN/REPAIR E□ISTING SCADA AND HARDWARE	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	4□00	ASR WELL MAINTENANCE	10,000	N□S□r□□□W□□r	0□	100□	-	10,000
□□□	5000	LADDER REPLACEMENT (STAIRS) AT VIERA	60,000	N□S□r□□□W□□r	0□	100□	-	60,000
□□□	5100	GW FILTER MEDIA REPLACEMENT PROGRAM 2/YR	261,000	N□S□r□□□W□□r	0□	100□	-	261,000
□□□	5200	...AT 130K EACH (FY16,17,18)	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	5300	WELLFIELD LGE MOTOR REPLACEMENT PROGRAM	50,000	N□S□r□□□W□□r	0□	100□	-	50,000
□□□	5400	...2 PER YEAR AT 25K EACH(FY16-FY21)	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	5500	BACKUP WIRELESS TELEMTRY MAINTENANCE CONTRACT	18,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□1	17,□0□
□□□	5600	ELECTRICAL PREV. MAINTENANCE SERVICE PROGRAM	50,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	254	4□,746
□□□	5700	INSTRUMENTATION CALIBRATION SERVICE PROGRAM	50,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	254	4□,746
□□□	5800	REBUILD FLOC/SED PROGRAM TRAIN 1 (FY16 AND FY17)	25,000	N□S□r□□□W□□r	0□	100□	-	25,000
□□□	5□00	REPLACE INGROUND PLUG VALVES SURFACE WATER	30,000	N□S□r□□□W□□r	0□	100□	-	30,000
□□□	**TOTAL □□□□□REPAIRS □ MAINTENANCE**		□□□□□□□□□			P□r□□□□□□T□□□□	□□□□□□ 0.5□	□□□□□□□□□ □□.5□
□□□	□□□□□REPAIR/MAINT B□ILDING							
□□□	100	REPAIR AND MAINT OF BLDG AT DYAL	10,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	51	□,□4□
□□□	200	REPAIR AND MAINT OF BLDG AT WEWAH/BOOSTERS	5,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	25	4,□75
□□□	300	REPLACE 277 VOLT LIGHTING AT DYAL PLANT	200,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	1,016	1□8,□84
□□□	400	...ADMIN BUILD IN FY15 / CHEM. AND SW BLDGS FY16	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	500	ENCLOSE STORAGE BUILD. AT DYAL	50,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	254	4□,746
□□□	600	SLUDGE BUILD. ROOF REPLACEMENT	30,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	152	2□,848
□□□	700	REPLACE GLASS DOORS WITH GARAGE DOOR FILTER GALL	20,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	102	1□,8□8
□□□	**TOTAL □□□□□REPAIR/MAINT B□ILDING**		□□□□□□□□			P□r□□□□□□T□□□□	□□□□□□ 0.5□	□□□□□□□□ □□.5□
□□□	□□□□□REPAIR/MAINT□□E□ICLES							
□□□	100	HVY E□UIP MAINT- ONE LOADER, ONE BACKHOE,	8,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	41	7,□5□
□□□	200	...FORKTRUCK, GRADER,ETC...	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	300	HYDRAULIC INSPECTIONS CERTIFICATIONS (FLEET)	750	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	4	746

A		B	C	D	E	F	G	
				A□□□□□□□□ F□□□r	S□r□□□□ □ □□r S□□□□□	R□□ □□d□r □□B□□□ □□□r R□□□□□□□ R□□□□ A□□□□□	B□□□ □□□r S□r□□□□ □ □□r S□□□□□	R□□ □□d□r □□ B□□□ □□□r R□□□□□□ R□□□□A□□□□□
□□□	400	14 VEHICLES (FLEET)	□ 24,250	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ 123	□ 24,127
□□□	**TOTAL □□□□REPAIR□MAINT□□E□ICLES**		□ □□□□□				□□□□	□□□□□
						P□r□□□□□T□□□	0.5□	□□.5□
□□□	**□□□□PRINTING □ BINDING**							
□□□	100	LETTERHEAD, BUSINESS CARDS, ETC	□ 200	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ 1	□ 1□□
□□□	**TOTAL □□□□PRINTING □ BINDING**		□ □□□				□□	□□□□
						P□r□□□□□T□□□	0.5□	□□.5□
□□□	**□□□□OT□ER C□ARGES □ OBLIG□**							
□□□	100	DEP ANNUAL FUEL STORAGE TANK FEES	□ 825	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ 4	□ 821
□□□	200	DEP ANNUAL LICENSE FEE	□ 6,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ 30	□ 5,□70
□□□	300	LEGAL ADS	□ 1,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ 5	□ □5
□□□	**TOTAL □□□□OT□ER C□ARGES □ OBLIG□**		□ □□□□□				□□□	□□□□□
						P□r□□□□□T□□□	0.5□	□□.5□
□□□	**□□□□OPERATING S□PPLIES**							
□□□	100	(GW□ 22) LIME 6100 TONS □ □172.11/TON	□ □□□,000	N□S□r□□□□W□□r	0□	100□	□ -	□ □□□,000
□□□	200	...(180)□(22)□(8.34)□(365)/(2000)□6100 TONS	□ -	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ -	□ -
□□□	300	SODA ASH 1850 TONS □ □370.6□/TON	□ 686,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 686,000
□□□	400	...(55)□(22)□(8.34)□(365)/(2000)□1850TONS	□ -	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ -	□ -
□□□	500	STARCH 34 TONS □ □4400/TON	□ 163,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 163,000
□□□	600	...(1)□(22)□(8.34)□(365)/(2000)□34 TONS	□ -	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ -	□ -
□□□	700	CHLORINE 268 TONS □ □2□8.50/TON	□ 80,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 80,000
□□□	800	...(8)□(22)□(8.34)□(365)/(2000)□268 TONS	□ -	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ -	□ -
□□□	□00	ANHYDROUS AMMONIA 40 TONS □ □1440/TON	□ 58,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 58,000
□□□	1000	...(1.2)□(22)□(8.34)□(365)/(2000)□40 TONS	□ -	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ -	□ -
□□□	1100	CARBON DIO□IDE 837 TONS □ □180/TON	□ 151,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 151,000
□□□	1200	...(25)□(22)□(8.34)□(365)/(2000)□837 TONS	□ -	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ -	□ -
□□□	1300	(SW□ 3) FERRIC SULFATE 1758 TONS □ □174/TON	□ 306,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 306,000
□□□	1400	...(231)□(5)□(8.34)□(365)/(2000)□1758 TONS	□ -	N□S□r□□□□W□□r	0□	100□	□ -	□ -
□□□	1500	CAL FLO LI□UID LIME 608TONS □ □135/TON	□ 83,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 83,000
□□□	1600	...(80)□(5)□(8.34)□(365)/(2000)□608 TONS	□ -	N□S□r□□□□W□□r	0□	100□	□ -	□ -
□□□	1700	LI□UID O□YGEN (LO□)380 TONS □ 103.60/TON	□ 40,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 40,000
□□□	1800	...(50)□(8.34)□(5)□(365)/(2000)□380TONS	□ -	N□S□r□□□□W□□r	0□	100□	□ -	□ -
□□□	1□00	SUPER FLOC 1□86N 8 TONS □ □3460/TON	□ 28,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 28,000
□□□	2000	...(1)□(5)□(8.34)□(365)/(2000)□8 TONS	□ -	N□S□r□□□□W□□r	0□	100□	□ -	□ -
□□□	2100	CHLORINE 61 TONS □ □2□8.50/TON	□ 1□,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 1□,000
□□□	2200	...(8)□(5)□(8.34)□(365)/(2000)□61 TONS	□ -	N□S□r□□□□W□□r	0□	100□	□ -	□ -
□□□	2300	ANHYDROUS AMMONIA 15 TONS □ □1440/TON	□ 22,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 22,000
□□□	2400	...(2)□(5)□(8.34)□(365)/(2000)□15 TONS	□ -	N□S□r□□□□W□□r	0□	100□	□ -	□ -
□□□	2500	CARBON DIO□IDE 61 TONS □ □180/TON	□ 11,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 11,000
□□□	2600	...(8)□(5)□(8.34)□(365)/(2000)□61 TONS	□ -	N□S□r□□□□W□□r	0□	100□	□ -	□ -
□□□	2700	SLUDGE POLYMER 15 TONS □ □4400/TON	□ 66,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 66,000
□□□	2800	...(2)□(5)□(8.34)□(365)/(2000)□15 TONS	□ -	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ -	□ -
□□□	2□00	(SW□GW) FLUORIDE 144 TONS □ □4□0/TON	□ 70,560	N□S□r□□□□W□□r	0□	100□	□ -	□ 70,560
□□□	3000	...(0.7)□(27)□(8.34)□(365)/(2000)/(0.20) □144 TONS	□ -	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ -	□ -
□□□	3100	SOD HYPO FOR WEWAH 154 TONS AT 1050/TON	□ 154,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 154,000
□□□	3200	...(4)□(24)□(8.34)□(365)/(2000)□146 TONS	□ -	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ -	□ -
□□□	3300	SOD HYPO FOR 3 BOOSTERS 11 TONS □ 1050/TON	□ 12,000	N□S□r□□□□W□□r	0□	100□	□ -	□ 12,000
□□□	3400	DISINFECTION CHEMICALS (HTH ETC...)	□ 8,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ 41	□ 7,□5□
□□□	3500	CHLORINE LEAK DETECTOR AND BUFFER (2)	□ 2,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ 10	□ 1,□□0
□□□	3600	GROUNDS MAINTENANCE PESTICIDES	□ 2,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ 10	□ 1,□□0
□□□	3700	HANDHELD RADIOS/BATTERIES	□ 4,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ 20	□ 3,□80
□□□	3800	OFFICE SUPPLIES- RE□UIRED CERTIFIED MAILING OF	□ 8,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ 41	□ 7,□5□
□□□	3□00	...MULTIPLE MONTHLY □UARTERLY AND	□ -	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ -	□ -
□□□	4000	...ANNUAL REPORTS TO FDEP,S□RWMD,ETC ...	□ -	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	□ -	□ -
□□□	4100	□UARTERLY CHLORINE WHIP REPLACEMENT	□ 3,500	N□S□r□□□□W□□r	0□	100□	□ -	□ 3,500

A		B	C	D	E	F	G	
				A□□□□□□□□ F□□□r	S□r□□□□ □ □□r S□□□□□	R□□ □□d□r □□B□□□ □□□r R□□□□□□□ R□□□□ A□□□□□	B□□□ □□□r S□r□□□□ □ □□r S□□□□□	R□□ □□d□r □□ B□□□ □□□r R□□□□□□□ R□□□□A□□□□□
□□□	4200	REG UNIFORMS (38) /□3.05 WK/2 COTTON /□4.60/WK	7,800	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	40	7,760
□□□	4300	... 1 SUPERVISOR □3.65/WK,MATS 20/WEEK	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	4400	SAFETY E□UIPMENT (PPE)	12,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	61	11,□3□
□□□	4500	SALT FOR WATER SOFTENER SODA ASH FEED GW	3,000	N□ S□r□□□□W□□r	0□	100□	-	3,000
□□□	4600	SMALL HAND TOOLS FOR MAINT/OPS CALIB TOOLS FOR	10,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	51	□,□4□
□□□	4700	...ELECTRICIANS/INSTRUMENT TECHS	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	4800	POWER TOOLS FOR MAINT/OPS	4,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	20	3,□80
□□□	4□00	PAINTING SUPPLIES	2,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	10	1,□□0
□□□	5000	WELDING SUPPLIES	6,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	30	5,□70
□□□	5100	MISC OPERATING SUPPLIES/WAREHOUSE SUPPLIES	25,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	127	24,873
□□□	5200	CALIBRATION CHEMICALS/ REAGENTS	40,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	203	3□,7□7
□□□	5300	SHOE ALLOWANCE 3 SUPERVISOR □ 110	330	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	2	328
□□□	5400	COPY OVERAGES	1,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	5	□□5
□□□	5500	SCADA SUPPLIES	8,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	41	7,□5□
□□□	**TOTAL □□□□□OPERATING S□PPLIES**		□□□□□□□□□				□□□□	□□□□□□□□□
						P□r□□□□□□T□□□	0.0□	100.0□
□□□	□□□□□ □ANITORIAL S□PPLIES							
□□□	100	□ANITORIAL SUPPLIES FOR DYAL	5,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	25	4,□75
□□□	**TOTAL □□□□□ □ANITORIAL S□PPLIES**		□□□□□				□□□	□□□□□□
						P□r□□□□□□T□□□	0.5□	□□.5□
□□□	□□□□□F□EL OIL □ L□BRICANTS							
□□□	100	750 GALS FOR BANANA RIVER PUMP STATION □3.35/GAL	2,513	N□ S□r□□□□W□□r	0□	100□	-	2,513
□□□	200	750 GALS FOR INDUSTRIAL PK PUMP STATION □3.35/GAL	2,513	N□ S□r□□□□W□□r	0□	100□	-	2,513
□□□	300	750 GALLONS FOR VIERA PUMP STATION □3.35/GAL	2,513	N□ S□r□□□□W□□r	0□	100□	-	2,513
□□□	400	15000 GALS FOR DYAL EMERG GEN & DIESEL ENGINE FOR	50,250	N□ S□r□□□□W□□r	0□	100□	-	50,250
□□□	500	...HIGH SERVICE PUMP 1 □ □3.35/GAL	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	600	3000 GALS SKID TANK FOR MOWING, GRADER. LOADER	8,850	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	45	8,805
□□□	700	...□2.□5 /GAL	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	800	500 GALLONS FOR TAYLOR CREEK □3.35/GAL	1,675	S□r□□□□W□□r O□□□	100□	0□	1,675	-
□□□	□00	5000 GALS DIESEL FOR GEN/WELLS & WEWA GEN	16,750	N□ S□r□□□□W□□r	0□	100□	-	16,750
□□□	1000	...POWER OUTAGE□3.35/GAL	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	1100	1060□ GALS. OF GAS □ □2.50 PER GALLON(FLEET)	26,523	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	135	26,388
□□□	1200	OIL FOR VEHICLES(FLEET)	600	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	3	5□7
□□□	1300	GREASE AND LUBRICANTS	3,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	15	2,□85
□□□	1400	SPECIALTY OIL-FOOD GRADE OILS FOR TREATMENT UNITS	4,000	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	20	3,□80
□□□	**TOTAL □□□□□F□EL OIL □ L□BRICANTS**		□□□□□□□□				□□□□□□	□□□□□□□□
						P□r□□□□□□T□□□	1.6□	□8.4□
□□□	□□□□□ROAD MATERIALS/S□PPLIES							
□□□	100	ROAD MATERIALS/SUPPLIES TO MAINTAIN 21 MILES OF RD	35,000	N□ S□r□□□□W□□r	0□	100□	-	35,000
□□□	200	...IN WELLFIELD	-	W□□□□d T□□□D□□□P□□□O&M	1□	□□□	-	-
□□□	**TOTAL □□□□□ROAD MATERIALS/S□PPLIES**		□□□□□□□				□□	□□□□□□□
						P□r□□□□□□T□□□	0.0□	100.0□

A		B		C	D	E	F	G	
					A□□□□□□□□ F□□□r	S□r□□□□ □ □□r S□□□□□	R□□ □□d□r □□B□□□ □□□r R□□□□□□□ R□□□□ A□□□□□	B□□□ □□□r S□r□□□□ □ □□r S□□□□□	R□□ □□d□r □□ B□□□ □□□r R□□□□□□ R□□□□A□□□□□
□□□	□□□□ MEMBERS□IP□P□BLICATIONS								
□□□	100	AWWA PUBLICATIONS	□	300	W□□□□d T□□□D□□P□□□O&M	1□	□□□	□ 2	□ 2□8
□□□	200	FWPCOA 16 OPS AT □30	□	480	W□□□□d T□□□D□□P□□□O&M	1□	□□□	□ 2	□ 478
□□□	**TOTAL □□□□ MEMBERS□IP□P□BLICATIONS**		□	□□□				□□	□□□□
							P□r□□□□□T□□□	0.5□	□□.5□
□□□	□□□□ TRAINING								
□□□	100	FWRC, FSAWWA AND OTHER CONFERENCE AND SEMINAR	□	6,000	W□□□□d T□□□D□□P□□□O&M	1□	□□□	□ 30	□ 5,□70
□□□	200	...REGISTRATION/FEES, CORRESPONDENCE COURSES	□	-	W□□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□□	300	RISK MGMT. PLAN TRAINING,PPE & CHEM,CONF SPACE,	□	25,000	W□□□□d T□□□D□□P□□□O&M	1□	□□□	□ 127	□ 24,873
□□□	400	...HA□ COMM, RESPIRATOR, SCBA RE□UIRED PER EPA	□	-	W□□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□□	500	REIMBURSEMENT FOR LICENSE TRAINING COURSES	□	4,000	W□□□□d T□□□D□□P□□□O&M	1□	□□□	□ 20	□ 3,□80
□□□	600	...RE□UIRED TRAINING FOR 4 OPS AND MAINT. STAFF	□	-	W□□□□d T□□□D□□P□□□O&M	1□	□□□	□ -	□ -
□□□	700	SCADA (WONDERWARE, PORTAL,VM WARE)□1200/EACH	□	3,600	W□□□□d T□□□D□□P□□□O&M	1□	□□□	□ 18	□ 3,582
□□□	800	PUMP MOTOR REPAIR TRAINING	□	2,000	W□□□□d T□□□D□□P□□□O&M	1□	□□□	□ 10	□ 1,□□0
□□□	□00	DIST. LICENSE TRAINING	□	5,000	W□□□□d T□□□D□□P□□□O&M	1□	□□□	□ 25	□ 4,□75
□□□	**TOTAL □□□□ TRAINING**		□	□□□□□□				□□□□	□□□□□□
							P□r□□□□□T□□□	0.5□	□□.5□
□□□	**TOTAL**		□	□□□□□□□□				□□□□□□	□□□□□□□
							P□r□□□□□T□□□	0.7□	□□.3□
□□□					S□r□□□□ W□□r O□□□			100.0□	0.0□
□□□					N□ S□r□□□□ W□□r			0.0□	100.0□
□□□					S□□□I□□□□			25.0□	75.0□
□□□					W□□□□d T□□□D□□P□□□O&M			0.5□	□□.5□

A	B	C	D	E	F	G
Pr□□□□□D□□□r□□□□□	T□□□□□□□□ □□r	A□□□□□□□□ F□□□□r	□ □□r	S□□ □r□ R□□□□	□□□□r □ □□r CIP	□□□□r S□□ □r□ R□□□□ CIP
□ □□□□ **F□□d S□r□□□□**						
□ M□□r r□□d□□ H□□d H□d U□□□□ U□□□□ R□□d□□ C□□□r□ D□□□□□	□ □□□□□□	W□□r O□□	100□	0□	□ 108,830	□ -
□ **D□□□P□□□**						
□ FY2021 SCADA D□□□□ Pr□□r□□ □ □□□ (W□□r C□□□□Pr□□□)	□ □□□□□	W□□r O□□	100□	0□	□ 50,648	□ -
□ N□□ □□□ □□□□r□□r, r□□□□r □□□□ □d □d	□ □□□□□	W□□r O□□	100□	0□	□ 20,257	□ -
□ R□□□□ C□□□ □□□ Gr□d□r M□d□□710A	□ □□□□□□	W□□r O□□	100□	0□	□ 131,670	□ -
□ R□□□□ S□□□ M□□ r	□ □□□□□	W□□r O□□	100□	0□	□ 8□,70□	□ -
□ R□□□□□□ □□□□□□□□□□ □03 (2008 F□rd F250)	□ □□□□□	W□□r O□□	100□	0□	□ 38,671	□ -
□ R□□□□□□ □□□□□□□□□□ □121 (2007 F□rd F250 UTILITY)	□ □□□□□	W□□r O□□	100□	0□	□ 38,671	□ -
□□ R□□□□□□ □□□□□□□□□□ □130 (2010 F□rd F250 UTILITY)	□ □□□□□	W□□r O□□	100□	0□	□ 3□,□56	□ -
□□ R□□□□□□ □□□□□□□□□□ □23 (200□ F□rd F250 UTILITY)	□ □□□□□	W□□r O□□	100□	0□	□ 3□,□56	□ -
□□ R□□□□□□ □□□□□□□□□□ □47 (1□□6 F□rd LNT8000)	□ □□□□□□	W□□r O□□	100□	0□	□ 280,475	□ -
□□ R□□□□□□ □□□□□□□□□□ □78 (2004 F□rd F250 UTILITY)	□ □□□□□	W□□r O□□	100□	0□	□ 38,671	□ -
□□ R□□□□□□ □□□□□□□□□□ □□4 (2005 F□rd F250 UTILITY)	□ □□□□□	W□□r O□□	100□	0□	□ 38,671	□ -
□□ □□□□ □ □□r F□□d O□□r□□□□						
□□ F□r□□□□rr□ / P□□□ □□□ I□□r□□□□□ I□ □r□	□ □□□□□	W□□r O□□	100□	0□	□ 4□,443	□ -
□□ N□□ □□□ □□□□ □□r □d d□□□□□r (2017 C□□ □□ T□□□ V□□□ □□r	□ □□□□□	W□□r O□□	100□	0□	□ 31,□77	□ -
□□ N□□ □□□□□ (2017 F□rd F250)	□ □□□□□	W□□r O□□	100□	0□	□ 15,868	□ -
□□ N□□ □□□□□ (2017 F□rd F450)	□ □□□□□	W□□r O□□	100□	0□	□ 33,231	□ -
□□ N□□ V□□□□□ (2017 F□rd Tr□□□□VAN) 1 □□4	□ □□□□□	W□□r O□□	100□	0□	□ 12,058	□ -
□□ N□□ V□□□□□ (2017 F□rd Tr□□□□VAN) 2 □□4	□ □□□□□	W□□r O□□	100□	0□	□ 12,058	□ -
□□ N□□ V□□□□□ (2017 F□rd Tr□□□□VAN) 3 □□4	□ □□□□□	W□□r O□□	100□	0□	□ 12,058	□ -
□□ N□□ V□□□□□ (2017 F□rd Tr□□□□VAN) 4 □□4	□ □□□□□	W□□r O□□	100□	0□	□ 12,058	□ -
□□ N□□ V□□□□□ (2017 M□L□□□□□□ V□50-500 H□dr□ E□□□□□□r)	□ □□□□□	W□□r O□□	100□	0□	□ 43,408	□ -
□□ R□□□□□□ □□□□□□□□□□ □06 (2008 F□rd F550 SD)	□ □□□□□	W□□r O□□	100□	0□	□ 33,810	□ -
□□ R□□□□□□ □□□□□□□□□□ □07 (2008 F□rd F550 SD)	□ □□□□□	W□□r O□□	100□	0□	□ 33,231	□ -
□□ R□□□□□□ □□□□□□□□□□ □08 (2008 F□rd F550 SD)	□ □□□□□	W□□r O□□	100□	0□	□ 33,231	□ -
□□ R□□□□□□ □□□□□□□□□□ □104 (2008 F□rd F550 SD)	□ □□□□□	W□□r O□□	100□	0□	□ 17,255	□ -
□□ R□□□□□□ □□□□□□□□□□ □106 (2008 F□rd F450 D□□ □)	□ □□□□□	W□□r O□□	100□	0□	□ 84,030	□ -
□□ R□□□□□□ □□□□□□□□□□ □108 (2003 C□□□□ 3500HD)	□ □□□□□	W□□r O□□	100□	0□	□ 4□,767	□ -
□□ R□□□□□□ □□□□□□□□□□ □13 (2006 F□rd F250 UTILITY)	□ □□□□□	W□□r O□□	100□	0□	□ 17,255	□ -
□□ R□□□□□□ □□□□□□□□□□ □15 (200□ F□rd F250 UTILITY)	□ □□□□□	W□□r O□□	100□	0□	□ 42,744	□ -
□□ R□□□□□□ □□□□□□□□□□ □171 (2001 F□rd F450 D□□ □)	□ □□□□□	W□□r O□□	100□	0□	□ 33,231	□ -
□□ R□□□□□□ □□□□□□□□□□ □174 (200□ F□rd F250 U□□□□)	□ □□□□□	W□□r O□□	100□	0□	□ 42,744	□ -
□□ R□□□□□□ □□□□□□□□□□ □25 (2008 F□rd F550 SD)	□ □□□□□	W□□r O□□	100□	0□	□ 82,3□6	□ -
□□ R□□□□□□ □□□□□□□□□□ □2□ (2002 F□rd F450 D□□ □)	□ □□□□□	W□□r O□□	100□	0□	□ 7□,543	□ -
□□ R□□□□□□ □□□□□□□□□□ □32 (2002 F□rd F450 D□□ □)	□ □□□□□	W□□r O□□	100□	0□	□ 80,665	□ -
□□ R□□□□□□ □□□□□□□□□□ □52 (2011 F□rd F250 UTILITY)	□ □□□□□	W□□r O□□	100□	0□	□ 42,156	□ -
□□ R□□□□□□ □□□□□□□□□□ □55 (200□ F□rd F250 UTILITY)	□ □□□□□	W□□r O□□	100□	0□	□ 43,137	□ -
□□ R□□□□□□ □□□□□□□□□□ □80 (2006 F□rd F350)	□ □□□□□	W□□r O□□	100□	0□	□ 18,762	□ -
□□ R□□□□□□ □□□□□□□□□□ □□2 (2008 F□rd F350 U□□□□)	□ □□□□□	W□□r O□□	100□	0□	□ 87,853	□ -

	A	B	C	D	E	F	G
	Pr□□□□□□D□□□r□□□□□□	T□□□□□□□□□□r	A□□□□□□□□□□ F□□□□r	□ □□□r	S□□ □r□ R□□□□□	□□□□□r □ □□□r CIP	□□□□r S□□ □r□ R□□□□□ CIP
□□	□□□□□ **E**□□□□□□r□□□						
□□	14" AC R□□ W□□□r P□□□□□□□ U□□r□d□ □□d W□□17 Ar□□ I□□□□□□□□	□	W□□□r O□□□	100□	0□	□ 2,682,712	□ -
□□	C□□□□□□P□□□ U□d□□□	□	W□□□□□□d 5-Y□□r CIP	88□	12□	□ 3□8,232	□ 53,208
□□	DS-31 C□□□□ H□□ □ □□□ Rd L□□□□□□ - C□□□r□□□□□	□	W□□□r O□□□	100□	0□	□ 1,014,144	□ -
□□	DS-3□ M□rr□□ I□□□□d I□- □□□ B□□□□□r P□□ □ S□□□□□□	□	W□□□r O□□□	100□	0□	□ 1,565,651	□ -
□□	DS-4□ E□□□P□□□□□r□□□ P□□□□□□	□	W□□□r O□□□	100□	0□	□ 178,780	□ -
□□	DS-51 F□□rd□ A□□ WM R□□□□□□□ □□□/ C□□ □□□□ S□r□□□	□	W□□□r O□□□	100□	0□	□ 820,□40	□ -
□□	DS-53 I□d□□ R□□□r W□□□r M□□ R□□□□□□ □□□	□	W□□□r O□□□	100□	0□	□ 24,115	□ -
□□	DS-56 B□□□□□ R□□□r T□□□ I□ □r□□□□ □□□	□	W□□□r O□□□	100□	0□	□ 4,□□□,□16	□ -
□□	DS-60 B□□□□□ R□□r □d V□r□ P□□ □ S□□□□□ I□ □r□□□□ □□□ - D	□	W□□□r O□□□	100□	0□	□ 73,□5□	□ -
□□	DS-63 M□r□ M□□r P□□□□□ I□ □r□□□ □□□	□	W□□□r O□□□	100□	0□	□ 2,288,675	□ -
□□	D□□C□□ □□C□□r□□□ & R□□□□□□ I□ □r□□□ □□□Pr□□□	□	W□□□r O□□□	100□	0□	□,237,327	□ -
□□	F□□r O□□C□□ r□□ D□□WTP □ W□□ □ WTP	□	W□□□r O□□□	100□	0□	□ 1,313,7□0	□ -
□□	F□□r O□□C□□ r□□ P□□□ D□□r□ □□□ D□□WTP	□	W□□□r O□□□	100□	0□	□ 332,7□2	□ -
□□	F□r□□ M□□ R□□r□	□	W□□□r O□□□	100□	0□	□ 224,541	□ -
□□	FY2017 SCADA D□□□□ Pr□r□□ □ □□ (C□□r□ □□)	□	W□□□r O□□□	100□	0□	□ 28,□38	□ -
□□	FY2018 SCADA D□□□□ Pr□r□□ □ □□ (CCRIP, S□□□r□□r, P□r□C	□	W□□□r O□□□	100□	0□	□ 141,048	□ -
□□	FY201□ SCADA D□□□□ Pr□r□□ □ □□ (HSP D□□□□G□□, HSP VF	□	W□□□r O□□□	100□	0□	□ 68,546	□ -
□□	FY2020 SCADA D□□□□ Pr□r□□ □ □□ (W□□r C□□□□Pr□□□)	□	W□□□r O□□□	100□	0□	□ 134,628	□ -
□□	Gr□□□ S□□ r R□□□□□□ □□Pr□□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 303,854
□□	LCP 1 R□□□□□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 224,380
□□	L□ S□□□□ 1 R□□□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 7□□,6□8
□□	L□ S□□□□ 17 R□□□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 337,616
□□	L□ S□□□□ 1□ R□□□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 822,782
□□	L□ S□□□□ C□□r□□P□□□R□□□□□ □□Pr□□□1	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 228,485
□□	L□ S□□□□ C□□r□□P□□□R□□□□□ □□Pr□□□2	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 448,760
□□	L□ S□□□□ C□□r□□P□□□R□□□□□ □□Pr□□□3	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 337,653
□□	L□ S□□□□ W□□ □□R□□□□□□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 235,080
□□	M□□□□□ A□□. F□r□□ M□□ (N□□ P□□)	□	W□□□r O□□□	100□	0□	□ 753,472	□ -
□□	P□□□□□ S□□□□ PLC U□r□d□ - B□□F□□r Pr□□	□	W□□□r O□□□	100□	0□	□ 33,762	□ -
□□	P□□□□□ S□□□□ PLC U□r□d□ - C□□F□□	□	W□□□r O□□□	100□	0□	□ 33,762	□ -
□□	P□□□□□ S□□□□ PLC U□r□d□ - O□□□□ S□□□□	□	W□□□r O□□□	100□	0□	□ 662,607	□ -
□□	R□□□□□□ □□□□MCC 7 & 8	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 560,□50
□□	U□□□□□ Pr□r□□ M□□□□□□ □□□	□	W□□□□□d 5-Y□□r CIP	88□	12□	□ 6,306,624	□ 842,627
□□	WS-03 P□□□□ □d F□□□□□ I□ □r□□□ □□□ □r R□□ W□□r P□□□	□	W□□□r O□□□	100□	0□	□ 444,872	□ -
□□	WS-05 54 □□□ R□d□□d□□P□□ □□ D□□	□	W□□□r O□□□	100□	0□	□ □2□,351	□ -
□□	WS-0□42 □□□ N□□ P□□□□ W□□□□W7A □□ D□□□ W□□	□	W□□□r O□□□	100□	0□	□ 8,540,776	□ -
□□	WS1001 I□d□□r□□P□r□P□□ □ S□□□□ I□ □r□□□ □□□	□	W□□□r O□□□	100□	0□	□ 234,283	□ -
□□	WS1117 S□□□□ S□□□r□ U□r□d□ □□D□□	□	W□□□r O□□□	100□	0□	□ 2,101,066	□ -
□□	WS1201 P□□ I□r□□r□□□r A□□□□□ □□□d R□□□□□ □□	□	W□□□r O□□□	100□	0□	□ 15,716,147	□ -
□□	WS1210 W□r C□□□P□□ - 5-□r U□d□□	□	W□□□□□d 5-Y□□r CIP	88□	12□	□ 340,370	□ 45,477
□□	WS130□ SR-520 W□r M□ R□□□□□□ □□	□	W□□□r O□□□	100□	0□	□ 83□,□17	□ -
□□	WS-1□ R□□ W□r W□R□□□□□□□□	□	W□□□r O□□□	100□	0□	□ 1,1□1,542	□ -
□□	WT-02 S□□r□□□ □Gr□□d□□r □d S□r□□ W□r C□r W□	□	W□□□r O□□□	100□	0□	□ 3,□13,117	□ -
□□	WT-17 H□□ S□r□□ P□ □ S□□□□ VFD	□	W□□□r O□□□	100□	0□	□ 38□,□8□	□ -
□□	WT-51 S□□r□□r	□	W□□□r O□□□	100□	0□	□ 3,0□1,217	□ -
□□	WT-52 S□r□ T□□ A□□□□□ □□□d / □r R□□□□□ □□□D□□	□	W□□□r O□□□	100□	0□	□ 1,570,808	□ -
□□	WT-54 T□r 4 G□□r□□r I□ □r□□□ □□□	□	W□□□r O□□□	100□	0□	□ 3,621,325	□ -

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□□	T□□□□□□□□ □□r	A□□□□□□□□ F□□□□r	□ □□r	S□□ □r□ R□□□□	□□□□r □ □□r CIP	□□□□r S□□ □r□ R□□□□ CIP
□□	WT-56 D□□□S□r□□□□ W□□r F□□r□C□□□□ □□d E□□□□□r□	□	W□□r O□□□	100□	0□	□ 50□,873	□ -
□□	WT-57 D□□□HSP □4 T□r 4 D□□□□E□□□□ R□□□□□□ □□□	□	W□□r O□□□	100□	0□	□ □□1,357	□ -
□□	WT-62 D□□□TTHM Pr□□□□□□ □□d/□r R□d□□□□	□	W□□r O□□□	100□	0□	□ 131,645	□ -
□□	WT-63 R□□□□□□ □□□□D□□□F□□□□d W□□r S□□□GST	□	W□□r O□□□	100□	0□	□ 718,016	□ -
□□	WT-CO O□□□ I□ □r□□□ □□□(G□□r□r R□□□□□ □□,C□□r F	□	W□□r O□□□	100□	0□	□ 5,247,□47	□ -
□□	**□□□ □ □□r R□□□□ □□□**						
□□	Br□□□ P□d A□r□□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 224,□18
□□	Br□□□ P□d I□r□□□□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 43,408
□□	CMMS U□d□ □d E□r□□□ O&M M□□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 48,231
□□	□rr□S□□r□WRF G□□r□r S□□□R□□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 36,173
□□	M□d L□□ W□□d□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 1,0□0,06□
□□	R□□□□□ □□□□□□□□□ □42 (2006 F□rd E250 VAN)	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 34,544
□□	V□□ Id□□□□□□□ Pr□□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 28,□38
□□	W□r R□□□ □□ F□□E250 V□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 34,544
□□	**□□□ S□□ r F□d O□r□□□□**						
□□	CIPP R□□□□□□□□ P□□ 2	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 1□2,□23
□□	CIPP R□□□□□□□□ P□□ 3	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 470,161
□□	CIPP R□□□□□□□□ P□□ 4	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 456,□70
□□	CIPP R□□□□□□□□ P□□ 5	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 448,760
□□	CIPP R□□□□□□□□ P□□ 6	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 337,653
□□	E□□r□□□ Wr□ □d C□d□□R□□□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 1□2,□23
□□	□rr□S□□r□WRF F□□ I□ □r□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 482,308
□□	L□S□□□ 4 R□□□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 38,585
□□	L□S□□□ M□□□□□□□I□ □r□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 610,431
□□	R□□□□□ □□□□MCC 1-6	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 1□2,□23
□□	R□□□□□ □□□□□□□□□ □53 (200□ F□rd F250 UTILITY)	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 32,161
□□	R□□□□□ □□□□□□□□□ □54 (2005 F□rd E250 VAN)	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 17,078
□□	R□□□□□ □□□□□□□□□ □85 (2001 F□rd F450 DUMP)	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 64,070
□□	RTU R□□□□□ □□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 714,□25
□□	S□□r C□□□□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ □6,462
□□	WFO S□□r E250 V□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 17,078
□□	WFO S□□r F250 U□□□ F□rd	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 32,161
□□	WFO S□□r F450 D□ □F□rd	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 64,070
□□	WFO S□□r GU813 M□□	□	S□□r / R□□□ O□□	0□	100□	□ -	□ 221,051
□□		□ □	S□□r / R□□□ O□□	0□	100□	□ -	□ -
□□	UNSPECIFIED FUTURE PRO□ECTS	□ □	S□□r / R□□□ O□□	0□	100□	□ -	□ -
	T□□□	□				□	□

A	B	C	D	E	F	G
Pr□□□□□D□□□r□□□□□	□□□□r □ □□□r	A□□□□□□□□ F□□□□r	R□□□□□□□□ R□□□□□	R□□□□□ O□□□	□□□□ □r R□□□□□□□□	□□□□ □r R□□□□□ O□□□ CIP
□ **F□□d S□r□□□□**						
M□□r r□d□□□ H□d H□d U□□□□ U□□□□ R□d□□ C□□□r D□□□□□	□	R□□□O□□	0□	100□	-	108,830
□ **D□□P□□□**						
FY2021 SCADA D□□□□ Pr□r□□ □ □□ (W□r C□□□Pr□□□)	□	R□□□/ R□□□	100□	0□	50,648	-
N□ □□ r, r d □	□	R□□□/ R□□□	100□	0□	20,257	-
R C Gr d r M d 710A	□	R□□□/ R□□□	100□	0□	131,670	-
R S M r	□	R□□□/ R□□□	100□	0□	8□,70□	-
R 03 (2008 F rd F250)	□	R□□□/ R□□□	100□	0□	38,671	-
R 121 (2007 F rd F250 UTILITY)	□	R□□□/ R□□□	100□	0□	38,671	-
R 130 (2010 F rd F250 UTILITY)	□	R□□□/ R□□□	100□	0□	3□,□56	-
R 23 (200□ F rd F250 UTILITY)	□	R□□□/ R□□□	100□	0□	3□,□56	-
R 47 (1□□6 F rd LNT8000)	□	R□□□/ R□□□	100□	0□	280,475	-
R 78 (2004 F rd F250 UTILITY)	□	R□□□/ R□□□	100□	0□	38,671	-
R □4 (2005 F rd F250 UTILITY)	□	R□□□/ R□□□	100□	0□	38,671	-
□□ □□□□ □ □r F d O r						
F r rr □/ P □ I r	□	R□□□O□□	0□	100□	-	4□,443
N □ d r □d d r (2017 C □ T V □r	□	R□□□O□□	0□	100□	-	31,□77
N (2017 F rd F250)	□	R□□□O□□	0□	100□	-	15,868
N (2017 F rd F450)	□	R□□□O□□	0□	100□	-	33,231
N V (2017 F rd Tr VAN) 1 □4	□	R□□□O□□	0□	100□	-	12,058
N V (2017 F rd Tr VAN) 2 □4	□	R□□□O□□	0□	100□	-	12,058
N V (2017 F rd Tr VAN) 3 □4	□	R□□□O□□	0□	100□	-	12,058
N V (2017 F rd Tr VAN) 4 □4	□	R□□□O□□	0□	100□	-	12,058
N V (2017 M L V□50-500 H dr E r)	□	R□□□O□□	0□	100□	-	43,408
R 06 (2008 F rd F550 SD)	□	R□□□O□□	0□	100□	-	33,810
R 07 (2008 F rd F550 SD)	□	R□□□O□□	0□	100□	-	33,231
R 08 (2008 F rd F550 SD)	□	R□□□O□□	0□	100□	-	33,231
R 104 (2008 F rd F550 SD)	□	R□□□O□□	0□	100□	-	17,255
R 106 (2008 F rd F450 D □)	□	R□□□O□□	0□	100□	-	84,030
R 108 (2003 C 3500HD)	□	R□□□O□□	0□	100□	-	4□,767
R 13 (2006 F rd F250 UTILITY)	□	R□□□O□□	0□	100□	-	17,255
R 15 (200□ F rd F250 UTILITY)	□	R□□□O□□	0□	100□	-	42,744
R 171 (2001 F rd F450 D □)	□	R□□□O□□	0□	100□	-	33,231
R 174 (200□ F rd F250 U)	□	R□□□O□□	0□	100□	-	42,744
R 25 (2008 F rd F550 SD)	□	R□□□O□□	0□	100□	-	82,3□6
R 2□ (2002 F rd F450 D □)	□	R□□□O□□	0□	100□	-	7□,543
R 32 (2002 F rd F450 D □)	□	R□□□O□□	0□	100□	-	80,665
R 52 (2011 F rd F250 UTILITY)	□	R□□□O□□	0□	100□	-	42,156
R 55 (200□ F rd F250 UTILITY)	□	R□□□O□□	0□	100□	-	43,137
R 80 (2006 F rd F350)	□	R□□□O□□	0□	100□	-	18,762
R □2 (2008 F rd F350 U)	□	R□□□O□□	0□	100□	-	87,853

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□□	□□□□r □ □□□r	A□□□□□□□□ F□□□r	R□□□□□□□ R□□□□	R□□□□ O□□	□□□□r R□□□□□□□	□□□□r R□□□□ O□□ CIP
□□	□□□□ E□□□□□r□□□						
□□	14" AC R□□ W□□r P□□□□□ U□□r□d□ □□d W□□17 Ar□□ I□□□□□□	□	R□□□□□□/ R□□□□	100□	0□	□ 2,682,712	□ -
□□	C□□□□P□□ U□d□□	□	R□□□O□□	0□	100□	□ -	□ 3□8,232
□□	DS-31 C□□□ H□□ □ □□ Rd L□□□□ - C□□r	□	R□□□O□□	0□	100□	□ -	□ 1,014,144
□□	DS-3□ M□rr□ I□□d I□- B□□r P□□ □ S□□	□	R□□□O□□	0□	100□	□ -	□ 1,565,651
□□	DS-4□ E□□P□□r P□□	□	R□□□O□□	0□	100□	□ -	□ 178,780
□□	DS-51 F□rd□ A□□ WM R□□□□ □□/ C□□ S□r	□	R□□□O□□	0□	100□	□ -	□ 820,□40
□□	DS-53 I□d□ R□r W□r M□□ R□□□	□	R□□□O□□	0□	100□	□ -	□ 24,115
□□	DS-56 B□□□ R□r T□□ I□ □r	□	R□□□O□□	0□	100□	□ -	□ 4,□□□,□16
□□	DS-60 B□□□ R□r □d V□r□ P□□ □ S□ I□ □r	□	R□□□O□□	0□	100□	□ -	□ 73,□5□
□□	DS-63 M□r M□r P□□ I□ □r	□	R□□□O□□	0□	100□	□ -	□ 2,288,675
□□	D□□C□□ □□C□r□□ & R□□ I□ □r	□	R□□□□□/ R□□□	100□	0□	□ □,237,327	□ -
□□	F□r O□□C□□ □□ D□WTP □ W□□ □WTP	□	R□□□□□/ R□□□	100□	0□	□ 1,313,7□0	□ -
□□	F□r O□□C□□ □□ P□□ D□r□ D□WTP	□	R□□□□□/ R□□□	100□	0□	□ 332,7□2	□ -
□□	F□r M□□ R□□r	□	R□□□O□□	0□	100□	□ -	□ 224,541
□□	FY2017 SCADA D□□ Pr□r□□ □ □□ (C□r□□)	□	R□□□□□/ R□□□	100□	0□	□ 28,□38	□ -
□□	FY2018 SCADA D□□ Pr□r□□ □ □□ (CCRIP, S□r□□r, P□r□C	□	R□□□□□/ R□□□	100□	0□	□ 141,048	□ -
□□	FY201□ SCADA D□□ Pr□r□□ □ □□ (HSP D□□G□□, HSP VF	□	R□□□□□/ R□□□	100□	0□	□ 68,546	□ -
□□	FY2020 SCADA D□□ Pr□r□□ □ □□ (W□r C□□Pr□□)	□	R□□□□□/ R□□□	100□	0□	□ 134,628	□ -
□□	Gr□□ S□□r R□□□ Pr□□	□	N/A	0□	0□	□ -	□ -
□□	LCP 1 R□□□	□	N/A	0□	0□	□ -	□ -
□□	L□ S□□ 1 R□□□ □□	□	N/A	0□	0□	□ -	□ -
□□	L□ S□□ 17 R□□□ □□	□	N/A	0□	0□	□ -	□ -
□□	L□ S□□ 1□ R□□□ □□	□	N/A	0□	0□	□ -	□ -
□□	L□ S□□ C□□r□□ P□□ R□□□ Pr□□1	□	N/A	0□	0□	□ -	□ -
□□	L□ S□□ C□□r□□ P□□ R□□□ Pr□□2	□	N/A	0□	0□	□ -	□ -
□□	L□ S□□ C□□r□□ P□□ R□□□ Pr□□3	□	N/A	0□	0□	□ -	□ -
□□	L□ S□□ W□□ □□R□□□	□	N/A	0□	0□	□ -	□ -
□□	M□□ A□□. F□r□□ M□□ (N□□ P□□)	□	R□□□□□/ R□□□	100□	0□	□ 753,472	□ -
□□	P□□ S□□ PLC U□r□d□ - B□□F□r Pr□□	□	R□□□□□/ R□□□	100□	0□	□ 33,762	□ -
□□	P□□ S□□ PLC U□r□d□ - C□□F□□	□	R□□□□□/ R□□□	100□	0□	□ 33,762	□ -
□□	P□□ S□□ PLC U□r□d□ - O□□ S□□	□	R□□□□□/ R□□□	100□	0□	□ 662,607	□ -
□□	R□□□ □□MCC 7 & 8	□	N/A	0□	0□	□ -	□ -
□□	U□□ Pr□r□□ M□□ □□	□	R□□□□□/ R□□□	100□	0□	□ 6,306,624	□ -
□□	WS-03 P□□ □d F□□ I□ □r	□	R□□□□□/ R□□□	100□	0□	□ 444,872	□ -
□□	WS-05 54 □□ R□d□d P□□ □□ D□□	□	R□□□□□/ R□□□	100□	0□	□ □2□,351	□ -
□□	WS-0□42 □□ N□□ P□□ W□□W7A □□ D□□ W□□	□	R□□□□□/ R□□□	100□	0□	□ 8,540,776	□ -
□□	WS1001 I□d□r□□ P□r P□□ □ S□ I□ □r	□	R□□□O□□	0□	100□	□ -	□ 234,283
□□	WS1117 S□□ S□□r□ U□r□d□ □□D□□	□	R□□□□□/ R□□□	100□	0□	□ 2,101,066	□ -
□□	WS1201 P□□ I□r□r□□r□ A□□□□ □□d R□□□□ □□	□	R□□□O□□	0□	100□	□ -	□ 15,716,147
□□	WS1210 W□r C□□P□□ - 5-□r U□d□□	□	R□□□□□/ R□□□	100□	0□	□ 340,370	□ -
□□	WS130□ SR-520 W□r M□□ R□□□ □□	□	R□□□O□□	0□	100□	□ -	□ 83□,□17
□□	WS-1□R□□ W□r W□R□□□	□	R□□□□□/ R□□□	100□	0□	□ 1,1□1,542	□ -
□□	WT-02 S□r□□ □□Gr□d□r □d S□r W□r C□r W□	□	R□□□□□/ R□□□	100□	0□	□ 3,□13,117	□ -
□□	WT-17 H□□ S□r□□ P□□ □ S□ VFD	□	R□□□□□/ R□□□	100□	0□	□ 38□,□8□	□ -
□□	WT-51 S□r□r	□	R□□□□□/ R□□□	100□	0□	□ 3,0□1,217	□ -
□□	WT-52 S□r□□ T□□ A□□□□ □□d / □r R□□□□ D□□	□	R□□□□□/ R□□□	100□	0□	□ 1,570,808	□ -

	A	B	C	D	E	F	G
	Pr□□□□□□D□□□r□□□□□	□□□□r □ □□□r	A□□□□□□□□ F□□□□r	R□□□□□□□ R□□□□□ O□□□		R□□□□□□□□	O□□□ CIP
□□	WT-54 T□r 4 G□□□r□□r I□ □r□□□□ □□□□	□	R□□□□□□□/ R□□□□	100□	0□	□ 3,621,325	□ -
□□	WT-56 D□□□S□r□□□□ W□□□r F□□□r□C□□□□□ □□d E□□□□□r□	□	R□□□□□□□/ R□□□□	100□	0□	□ 50□,873	□ -
□□	WT-57 D□□□HSP □4 T□r 4 D□□□□E□□□□ R□□□□□□ □□□	□	R□□□□□□□/ R□□□□	100□	0□	□ □□1,357	□ -
□□	WT-62 D□□□TTHM Pr□□□□□□□ □□d/□r R□d□□□□	□	R□□□□□□□/ R□□□□	100□	0□	□ 131,645	□ -
□□	WT-63 R□□□□□□ □□□□□D□□□F□□□□d W□□r S□□□GST	□	R□□□□□□□/ R□□□□	100□	0□	□ 718,016	□ -
□□	WT-CO O□□□□ I□ □r□□□□ □□□□(G□□□r□□r R□□□□□□ □□□, C□□□r F	□	R□□□□□□□/ R□□□□	100□	0□	□ 5,247,□47	□ -
□□	□□□□ □ □□r **R**□□□□ □□□□						
□□	Br□□□ P□d A□r□□□	□ □	N/A	0□	0□	□ -	□ -
□□	Br□□□ P□d I□r□□□□□	□ □	N/A	0□	0□	□ -	□ -
□□	CMMS U□d□□ □d E□□r□□□ O&M M□□□□	□ □	N/A	0□	0□	□ -	□ -
□□	□rr□S□□r□WRF G□□r□□r S□□□R□□□□□ □□□	□ □	N/A	0□	0□	□ -	□ -
□□□	M□d L□□ W□□□d□	□ □	N/A	0□	0□	□ -	□ -
□□□	R□□□□□ □□□□□□□□□□ □42 (2006 F□rd E250 VAN)	□ □	N/A	0□	0□	□ -	□ -
□□□	V□□□ Id□□□□□□□□ Pr□□□□	□ □	N/A	0□	0□	□ -	□ -
□□□	W□□r R□□□□ □□□ F□□□E250 V□□	□ □	N/A	0□	0□	□ -	□ -
□□□	□□□□ **S**□□ □**r F**□□**d O**□□**r**□□□□						
□□□	CIPP R□□□□□□□□□ P□□□ 2	□ □	N/A	0□	0□	□ -	□ -
□□□	CIPP R□□□□□□□□□ P□□□ 3	□ □	N/A	0□	0□	□ -	□ -
□□□	CIPP R□□□□□□□□□ P□□□ 4	□ □	N/A	0□	0□	□ -	□ -
□□□	CIPP R□□□□□□□□□ P□□□ 5	□ □	N/A	0□	0□	□ -	□ -
□□□	CIPP R□□□□□□□□□ P□□□ 6	□ □	N/A	0□	0□	□ -	□ -
□□□	E□□□r□□□ W□r□ □□d C□□d□□R□□□□□ □□□	□ □	N/A	0□	0□	□ -	□ -
□□□	□□rr□S□□r□WRF F□□□ I□ □r□□□□ □□□	□ □	N/A	0□	0□	□ -	□ -
□□□	L□□S□□□□ 4 R□□□□□□ □□□	□ □	N/A	0□	0□	□ -	□ -
□□□	L□□S□□□□ M□□□□□□□□I□ □r□□□□ □□□	□ □	N/A	0□	0□	□ -	□ -
□□□	R□□□□□ □□□□□MCC 1-6	□ □	N/A	0□	0□	□ -	□ -
□□□	R□□□□□ □□□□□□□□□□ □53 (200□ F□rd F250 UTILITY)	□ □	N/A	0□	0□	□ -	□ -
□□□	R□□□□□ □□□□□□□□□□ □54 (2005 F□rd E250 VAN)	□ □	N/A	0□	0□	□ -	□ -
□□□	R□□□□□ □□□□□□□□□□ □85 (2001 F□rd F450 DUMP)	□ □	N/A	0□	0□	□ -	□ -
□□□	RTU R□□□□□□ □□□	□ □	N/A	0□	0□	□ -	□ -
□□□	S□□□r C□□□□□	□ □	N/A	0□	0□	□ -	□ -
□□□	WFO S□□□r E250 V□□	□ □	N/A	0□	0□	□ -	□ -
□□□	WFO S□□□r F250 U□□□□ F□rd	□ □	N/A	0□	0□	□ -	□ -
□□□	WFO S□□□r F450 D□□ □ F□rd	□ □	N/A	0□	0□	□ -	□ -
□□□	WFO S□□□r GU813 M□□□	□ □	N/A	0□	0□	□ -	□ -
□□□		□ □	N/A	0□	0□	□ -	□ -
□□□	UNSPECIFIED FUTURE PRO□ECTS	□ □	N/A	0□	0□	□ -	□ -
	T□□□□	□ □□□□□□□□□				□ □□□□□□□□□	□ □□□□□□□□□

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□□	□□□□□r S□r□□□□ □ □□□r S□□□□□ CIP	A□□□□□□□□ F□□□□r	S□r□□□□ □ □□□r S□□□□□	R□□ □□d□ r □□ R□□□□□□□ R□□□□	□□□□r S□r□□□□ □ □□□r S□□□□ CIP	□□□□r R□□ □□d□r □□ R□□□□□□□ R□□□□CIP
□	□□□□ **F□□d S□r□□□□**						
□	M□□r r□□d□□ H□□d H□d U□□□ U□□□ R□□d□□ C□□r□ D□□□□	□	N/A	0□	0□	□ -	□ -
□	□□□□ **D□□P□□**						
□	FY2021 SCADA D□□□□ Pr□r□□ □ □□ (W□r C□□□□ Pr□□□)	□	W□□□d T□□ S□r□□ W□r S□□□ CIP	0□	100□	□ 0	□ 50,648
□	N□ □□ □□r, r□□r □□ □□d □d	□	R□ □d□r □R□□□/R□□	0□	100□	□ -	□ 20,257
□	R□□ C□□ Gr□d□r M□d 710A	□	W□□□d T□□ S□r□□ W□r S□□□ CIP	0□	100□	□ 0	□ 131,670
□	R□□ S□□ M□□r	□	W□□□d T□□ S□r□□ W□r S□□□ CIP	0□	100□	□ 0	□ 8□,70□
□	R□□ □□ □□ □03 (2008 F□rd F250)	□	W□□□d T□□ S□r□□ W□r S□□□ CIP	0□	100□	□ 0	□ 38,671
□	R□□ □□ □□ □121 (2007 F□rd F250 UTILITY)	□	W□□□d T□□ S□r□□ W□r S□□□ CIP	0□	100□	□ 0	□ 38,671
□	R□□ □□ □□ □130 (2010 F□rd F250 UTILITY)	□	W□□□d T□□ S□r□□ W□r S□□□ CIP	0□	100□	□ 0	□ 3□,□56
□	R□□ □□ □□ □23 (200□ F□rd F250 UTILITY)	□	W□□□d T□□ S□r□□ W□r S□□□ CIP	0□	100□	□ 0	□ 3□,□56
□	R□□ □□ □□ □47 (1□□6 F□rd LNT8000)	□	W□□□d T□□ S□r□□ W□r S□□□ CIP	0□	100□	□ 0	□ 280,475
□	R□□ □□ □□ □78 (2004 F□rd F250 UTILITY)	□	W□□□d T□□ S□r□□ W□r S□□□ CIP	0□	100□	□ 0	□ 38,671
□	R□□ □□ □□ □□4 (2005 F□rd F250 UTILITY)	□	W□□□d T□□ S□r□□ W□r S□□□ CIP	0□	100□	□ 0	□ 38,671
□	□□□□ □ □□□r F□□d O□r□□□□						
□	F□r□□□□rr□/ P□□ □□□ I□□r□□□□ I□ □r□	□	N/A	0□	0□	□ -	□ -
□	N□ □□ □□□ □□r □d d□□□□r (2017 C□ □□ T□□ V□□ □□r□	□	N/A	0□	0□	□ -	□ -
□	N□ □□□□ (2017 F□rd F250)	□	N/A	0□	0□	□ -	□ -
□	N□ □□□□ (2017 F□rd F450)	□	N/A	0□	0□	□ -	□ -
□	N□ V□□□ (2017 F□rd Tr□□ VAN) 1 □4	□	N/A	0□	0□	□ -	□ -
□	N□ V□□□ (2017 F□rd Tr□□ VAN) 2 □4	□	N/A	0□	0□	□ -	□ -
□	N□ V□□□ (2017 F□rd Tr□□ VAN) 3 □4	□	N/A	0□	0□	□ -	□ -
□	N□ V□□□ (2017 F□rd Tr□□ VAN) 4 □4	□	N/A	0□	0□	□ -	□ -
□	N□ V□□□ (2017 M□L□□□□ V□50-500 H□dr□ E□□□□r)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □06 (2008 F□rd F550 SD)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □07 (2008 F□rd F550 SD)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □08 (2008 F□rd F550 SD)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □104 (2008 F□rd F550 SD)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □106 (2008 F□rd F450 D□□ □)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □108 (2003 C□□□ 3500HD)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □13 (2006 F□rd F250 UTILITY)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □15 (200□ F□rd F250 UTILITY)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □171 (2001 F□rd F450 D□□ □)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □174 (200□ F□rd F250 U□□□)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □25 (2008 F□rd F550 SD)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □2□ (2002 F□rd F450 D□□ □)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □32 (2002 F□rd F450 D□□ □)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □52 (2011 F□rd F250 UTILITY)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □55 (200□ F□rd F250 UTILITY)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □80 (2006 F□rd F350)	□	N/A	0□	0□	□ -	□ -
□	R□□ □□ □□ □□2 (2008 F□rd F350 U□□□)	□	N/A	0□	0□	□ -	□ -

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□□	□□□ □□r S□r□□□□ □ □□□r S□□□□□ CIP	A□□□□□□□ F□□□r	S□r□□□ □ □□r S□□□□	R□□ □□d□ r □□ R□□□□□□□ R□□□	□□□□□r S□r□□□ □ □□r S□□□ CIP	□□□□r R□□ □□d□r □□ R□□□□□□ R□□□CIP
□□	□□□□ E□□□□r□□						
□□	14" AC R□□ W□r P□□□□ U□r□d□ □d W□17 Ar□ I□□□□□	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 2,682,712
□□	C□□□ P□□ U□d□□	□ □	N/A	0□	0□	□ -	□ -
□□	DS-31 C□□□ H□□ □ □□ Rd L□□□ - C□r□□	□ □	N/A	0□	0□	□ -	□ -
□□	DS-3□ M□rr I□d d I□- B□r P□□ □ S□□	□ □	N/A	0□	0□	□ -	□ -
□□	DS-4□ E□□ P□□□ P□□	□ □	N/A	0□	0□	□ -	□ -
□□	DS-51 F□rd□ A□ WM R□□□ □□/ C□ S□r	□ □	N/A	0□	0□	□ -	□ -
□□	DS-53 I□d R□r W□r M□ R□□□	□ □	N/A	0□	0□	□ -	□ -
□□	DS-56 B□□□ R□r T□ I□ □r□□	□ □	N/A	0□	0□	□ -	□ -
□□	DS-60 B□□□ R□r □d V□r□ P□ □ S□□ I□ □r□□ - D	□ □	N/A	0□	0□	□ -	□ -
□□	DS-63 M□r M□r P□□ I□ □r□□	□ □	N/A	0□	0□	□ -	□ -
□□	D□□ C□□ C□□r & R□□ I□ □r□□ Pr	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ □,237,327
□□	F□r O□□ C□□ D□WTP □ W□ □ WTP	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 1,313,7□0
□□	F□r O□□ C□□ P□□ D□r □ D□WTP	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 332,7□2
□□	F□r M□ R□□	□ □	N/A	0□	0□	□ -	□ -
□□	FY2017 SCADA D□□ Pr□r □ □ (C□r□ □)	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 28,□38
□□	FY2018 SCADA D□□ Pr□r□ □ □ (CCRIP, S□r□, P□C	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 141,048
□□	FY201□ SCADA D□□ Pr□r□ □ □ (HSP D□ G□, HSP VF	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 68,546
□□	FY2020 SCADA D□□ Pr□r□ □ □ (W□r C□ Pr□)	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 134,628
□□	Gr□□ S□□ r R□□□ □Pr□	□ □	N/A	0□	0□	□ -	□ -
□□	LCP 1 R□□□	□ □	N/A	0□	0□	□ -	□ -
□□	L□ S□□ 1 R□□□ □	□ □	N/A	0□	0□	□ -	□ -
□□	L□ S□□ 17 R□□□ □	□ □	N/A	0□	0□	□ -	□ -
□□	L□ S□□ 1□ R□□□ □	□ □	N/A	0□	0□	□ -	□ -
□□	L□ S□□ C□r□ P□□ R□□□ □Pr□1	□ □	N/A	0□	0□	□ -	□ -
□□	L□ S□□ C□r□ P□□ R□□□ □Pr□2	□ □	N/A	0□	0□	□ -	□ -
□□	L□ S□□ C□r□ P□□ R□□□ □Pr□3	□ □	N/A	0□	0□	□ -	□ -
□□	L□ S□□ W□ □R□□□	□ □	N/A	0□	0□	□ -	□ -
□□	M□□□ A□. F□r M□ (N□ P□)	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 753,472
□□	P□□□ S□□ PLC U□r□d□ - B□F□r Pr	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 33,762
□□	P□□□ S□□ PLC U□r□d□ - C□F	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 33,762
□□	P□□□ S□□ PLC U□r□d□ - O□ S□□	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 662,607
□□	R□□□ □MCC 7 & 8	□ □	N/A	0□	0□	□ -	□ -
□□	U□ Pr□r□ M□□□ □	□	W□d T□ S□r□ W□r S□ CIP	0□	100□	□ 0	□ 6,306,624
□□	WS-03 P□ □d F□ I□ □r□□ □ □r R□ W□r P□	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 444,872
□□	WS-05 54 □ R□d□d□ P□ D□	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 2□,351
□□	WS-0□42 □ N□ P□ W□ W7A D□ W□ □	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 8,540,776
□□	WS1001 I□d P□r□P□ □ S□ I□ □r□□	□ □	N/A	0□	0□	□ -	□ -
□□	WS1117 S□ S□r□ U□r□d□ D□	□	W□d T□ S□r□ W□r S□ CIP	0□	100□	□ 0	□ 2,101,066
□□	WS1201 P□ I□r□r□ A□ □d R□□□	□ □	N/A	0□	0□	□ -	□ -
□□	WS1210 W□r C□ P□ - 5- U□d□	□	W□d T□ S□r□ W□r S□ CIP	0□	100□	□ 0	□ 340,370
□□	WS130□ SR-520 W□r M□ R□□□ □	□ □	N/A	0□	0□	□ -	□ -
□□	WS-1□ R□ W□r W□R□□□	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 1,1□1,542
□□	WT-02 S□r□ □Gr□d□ □r □d S□r W□r C□r W□	□	R□□ □d□r □R□□□□/R□□□	0□	100□	□ -	□ 3,□13,117

	A	B	C	D	E	F	G
	Pr□□□□□D□□□r□□□□□	□□□□□r S□r□□□□ □ □□□r S□□□□□ CIP	A□□□□□□□□ F□□□r	S□r□□□□ □ □□□r S□□□□□	R□□ □□d□ r □□ R□□□□□□□ R□□□□	□□□□r S□r□□□□ □ □□□r S□□□□ CIP	□□□□r R□□ □□d□r □□ R□□□□□□□ R□□□□CIP
□□	WT-17 H□□ S□r□□□ P□□ □ S□□□□ VFD	□	R□□ □□d□r □□R□□□□□/R□□□	0□	100□	□ -	□ 38□,□8□
□□	WT-51 S□□r□□□r	□	R□□ □□d□r □□R□□□□□/R□□□	0□	100□	□ -	□ 3,0□1,217
□□	WT-52 S□r□□ T□□□ A□□□□□ □□□□d / □r R□□□□□ □□□□D□□	□	R□□ □□d□r □□R□□□□□/R□□□	0□	100□	□ -	□ 1,570,808
□□	WT-54 T□r 4 G□□r□r I□ □r□□□ □□□	□	W□□□d T□□ S□r□□ W□r S□□□ CIP	0□	100□	□ 0	□ 3,621,325
□□	WT-56 D□□ S□r□□ W□r F□r□ C□□□ □d E□□□r□	□	R□□ □□d□r □□R□□□□□/R□□□	0□	100□	□ -	□ 50□,873
□□	WT-57 D□□ HSP □4 T□r 4 D□□ E□□ R□□□	□	R□□ □□d□r □□R□□□□□/R□□□	0□	100□	□ -	□ □□1,357
□□	WT-62 D□□ TTHM Pr□□□□ □d/□r R□d	□	R□□ □□d□r □□R□□□□□/R□□□	0□	100□	□ -	□ 131,645
□□	WT-63 R□□ D□□ F□□ W□r S□□ GST	□	R□□ □□d□r □□R□□□□□/R□□□	0□	100□	□ -	□ 718,016
□□	WT-CO O□□ I□ □r□□□ □□□ (G□□r□r R□□ C□r R	□	R□□ □□d□r □□R□□□□□/R□□□	0□	100□	□ -	□ 5,247,□47
□□	**□□□ □ □r R□□□ □□**						
□□	Br□□ P□d A□r	□ □	N/A	0□	0□	□ -	□ -
□□	Br□□ P□d I□r	□ □	N/A	0□	0□	□ -	□ -
□□	CMMS U□d	□d E□r	O&M M□	□ □	N/A	0□	0□	□ -	□ -
□□	□rr□ S□r□ WRF G□r□r S□ R□	□ □	N/A	0□	0□	□ -	□ -
□□□	M□d L□ W□d	□ □	N/A	0□	0□	□ -	□ -
□□□	R□ □42 (2006 F□rd E250 VAN)	□ □	N/A	0□	0□	□ -	□ -
□□□	V□ Id Pr	□ □	N/A	0□	0□	□ -	□ -
□□□	W□r R□ F□ E250 V□	□ □	N/A	0□	0□	□ -	□ -
□□□	**□□□ S□ □r F□d O□r**						
□□□	CIPP R□ P□ 2	□ □	N/A	0□	0□	□ -	□ -
□□□	CIPP R□ P□ 3	□ □	N/A	0□	0□	□ -	□ -
□□□	CIPP R□ P□ 4	□ □	N/A	0□	0□	□ -	□ -
□□□	CIPP R□ P□ 5	□ □	N/A	0□	0□	□ -	□ -
□□□	CIPP R□ P□ 6	□ □	N/A	0□	0□	□ -	□ -
□□□	E□r□ Wr□ □d C□d R□	□ □	N/A	0□	0□	□ -	□ -
□□□	□rr□ S□r□ WRF F□ I□ □r□	□ □	N/A	0□	0□	□ -	□ -
□□□	L□ S□ 4 R□	□ □	N/A	0□	0□	□ -	□ -
□□□	L□ S□ M□ I□ □r□	□ □	N/A	0□	0□	□ -	□ -
□□□	R□ MCC 1-6	□ □	N/A	0□	0□	□ -	□ -
□□□	R□ □53 (200□ F□rd F250 UTILITY)	□ □	N/A	0□	0□	□ -	□ -
□□□	R□ □54 (2005 F□rd E250 VAN)	□ □	N/A	0□	0□	□ -	□ -
□□□	R□ □85 (2001 F□rd F450 DUMP)	□ □	N/A	0□	0□	□ -	□ -
□□□	RTU R□	□ □	N/A	0□	0□	□ -	□ -
□□□	S□ □r C□	□ □	N/A	0□	0□	□ -	□ -
□□□	WFO S□ □r E250 V□	□ □	N/A	0□	0□	□ -	□ -
□□□	WFO S□ □r F250 U□ F□rd	□ □	N/A	0□	0□	□ -	□ -
□□□	WFO S□ □r F450 D□ □ F□rd	□ □	N/A	0□	0□	□ -	□ -
□□□	WFO S□ □r GU813 M□	□ □	N/A	0□	0□	□ -	□ -
□□□		□ □	N/A	0□	0□	□ -	□ -
□□□	UNSPECIFIED FUTURE PRO□ECTS	□ □	N/A	0□	0□	□ -	□ -
	T□□□	□ □□□□□□□□□				□ □	□ □□□□□□□□□

A	B	C	D	E	F	G	H	I	J	K
		S□r□□□ A□□□□□□□			C□□□□ □r A□□□□□□□			S□r□□□ □ □□r S□□□□ A□□□□□□□		
	B□□□ □□r A□□□□	□ □□r	S□□ □r□ R□□□	□ □□r	R□□□□□□ R□□□	R□□□O□□	R□□□□□□ R□□□	S□r□□□ □ □□r S□□□□	R□□ □□d□r □□R□□□□□□ R□□□	S□r□□□ □ □□r S□□□□
E□□□□□□ S□□□r L□□ D□□□S□r□□□										
S□r□□ 1□□□ B□□d - Pr□□□□□	1,170,000	6.4□	3.6□	1,128,355	4.8□	5.2□	1,070,010	2.3□	7.7□	26,365
S□r□□ 1□□□ B□□d - I□□r□□□	1□4,250	6.4□	3.6□	187,336	4.8□	5.2□	177,64□	2.3□	7.7□	4,377
S□r□□ 2003 - Pr□□□□□	1,250,000	6.5□	3.5□	1,206,537	4.□□	5.1□	1,145,5□1	2.3□	7.7□	27,506
S□r□□ 2003 - I□□r□□□	640,275	6.5□	3.5□	618,012	4.□□	5.1□	586,7□5	2.3□	7.7□	14,08□
S□r□□ 200□A B□□d□ - Pr□□□□□	-	3.5□	6.5□	-	51.0□	4□.0□	-	0.0□	100.0□	-
S□r□□ 200□A B□□d□ - I□□r□□□	440,□6□	3.5□	6.5□	412,44□	51.0□	4□.0□	210,421	0.0□	100.0□	-
S□r□□ 200□B B□□d□ - Pr□□□□□	-	6.4□	3.6□	-	4.8□	5.2□	-	2.3□	7.7□	-
S□r□□ 200□B B□□d□ - I□□r□□□	5□0,750	6.4□	3.6□	56□,723	4.8□	5.2□	540,264	2.3□	7.7□	13,312
S□r□□ 2010 BAB - Pr□□□□□	-	100.0□	0.0□	-	47.2□	52.8□	-	0.0□	100.0□	-
S□r□□ 2010 BAB - I□□r□□□	1,866,313	100.0□	0.0□	1,866,313	47.2□	52.8□	880,□□3	0.0□	100.0□	-
S□r□□ 2010 BAB - S□□□d□	(5□5,374)	100.0□	0.0□	(5□5,374)	47.2□	52.8□	(281,046)	0.0□	100.0□	-
S□□□□□□□										
E□□□□□□ SRL D□□□S□r□□□										
SRL 517010 - Pr□□□□□	2□5,504	100.0□	0.0□	2□5,504	0.0□	100.0□	-	0.0□	100.0□	-
SRL 517010 - I□□r□□□	65,27□	100.0□	0.0□	65,27□	0.0□	100.0□	-	0.0□	100.0□	-
SRL 517020 - Pr□□□□□	230,751	100.0□	0.0□	230,751	0.0□	100.0□	-	0.0□	100.0□	-
SRL 517020 - I□□r□□□	62,334	100.0□	0.0□	62,334	0.0□	100.0□	-	0.0□	100.0□	-
SRL 517030 - Pr□□□□□	521,267	100.0□	0.0□	521,267	0.0□	100.0□	-	0.0□	100.0□	-
SRL 517030 - I□□r□□□	14□,□22	100.0□	0.0□	14□,□22	0.0□	100.0□	-	0.0□	100.0□	-
SRL 202P - Pr□□□□□	161,870	0.0□	100.0□	-	0.0□	100.0□	-	0.0□	100.0□	-
SRL 202P - I□□r□□□	33,465	0.0□	100.0□	-	0.0□	100.0□	-	0.0□	100.0□	-
SRL 517040 - Pr□□□□□	□□,534	100.0□	0.0□	□□,534	0.0□	100.0□	-	0.0□	100.0□	-
SRL 517040 - I□□r□□□	51,878	100.0□	0.0□	51,878	0.0□	100.0□	-	0.0□	100.0□	-
SRL - 517050 - Pr□□□□□	284,707	100.0□	0.0□	284,707	0.0□	100.0□	-	0.0□	100.0□	-
SRL - 517050 - I□□r□□□	144,585	100.0□	0.0□	144,585	0.0□	100.0□	-	0.0□	100.0□	-
SRL WW812030 - Pr□□□□□	257,2□4	0.0□	100.0□	-	0.0□	100.0□	-	0.0□	100.0□	-
SRL WW812030 - I□□r□□□	143,030	0.0□	100.0□	-	0.0□	100.0□	-	0.0□	100.0□	-
SRL DW517060 - Pr□□□□□	5,26□	100.0□	0.0□	5,26□	0.0□	100.0□	-	0.0□	100.0□	-
SRL DW517060 - I□□r□□□	2,7□□	100.0□	0.0□	2,7□□	0.0□	100.0□	-	0.0□	100.0□	-
S□□□□□□□										
T□□□□										

	A	B	C	D	E	F	G		I	K
	B□□d F□□d□d C□□□□□□ I□□□□□□ □□□ Pr□□r T□ S□r□□ □□□□□		T□□□□ Pr□□□□d	R□□□□□□□ R□□□□	R□□□□ O□□	R□□□□□□□ R□□□□	S□r□□□ □ □□r S□□□□	R□□ □□d□r □□ R□□□□□□□ R□□□□	S□r□□□ □ □□r S□□□□	
	S□r□□ 1□□3B:									
	D□□□ WTP I□ □r□□□ □□□	WA	□ 5,800,000	100□	0□	□ 5,800,000	0□	100□	□ -	
	W□□ □□□□□ WTP I□ □r□□□ □□□	WA	□ 4,800,000	100□	0□	□ 4,800,000	0□	100□	□ -	
	T□□r Cr□□ R□□r□□r	WA	□ 1,100,000	100□	0□	□ 1,100,000	100□	0□	□ 1,100,000	
	W□r M□□ R□□□□□	WA	□ 800,000	0□	100□	□ -	0□	100□	□ -	
	R□□□ S□□□ - S□r	RW	□ 1,000,000	0□	100□	□ -	0□	100□	□ -	
	R□□□ S□□□ - E□□□	RW	□ 467,000	0□	100□	□ -	0□	100□	□ -	
	S□□r S□□□ - E□□□	WW	□ 300,000	0□	100□	□ -	0□	100□	□ -	
	Add□ W□r W□	WA	□ 2,000,000	100□	0□	□ 2,000,000	0□	100□	□ -	
	S□r□□ 1□□7:									
	DYAL WTP E□□□□ A□d I□□ S□r□r	WA	□30,670,750	100□	0□	□30,670,750	0□	100□	□ -	
	ASR W□ E□□□	WA	□ 1,305,000	100□	0□	□ 1,305,000	0□	100□	□ -	
	R□□r C□r□r R□□□	WA	□ 1,401,000	100□	0□	□ 1,401,000	0□	100□	□ -	
	S□r□□ 2003 R□□d□□:									
	DYAL WTP - U□d□rdr□□ I□ □r□□□ □□□	WA	□ 1,175,035	100□	0□	□ 1,175,035	0□	100□	□ -	
	T□□□ B□□d F□□d□d C□□□□□□ I□□□□□□ □□□ Pr□□r T□ S□r□□ □□□□□		□			□			□	

	□□□r□□□ C□□□□□ I□□□□□□ □□□ A□□□□□□□ Pr□□r T□ S□r□□ □□□□□		□□□□ □ □□□C	R□□□□□□□ R□□□□	R□□□□ O□□	S□r□□□ □ □□r S□□□□	R□□ □□d□r □□ R□□□□□□□ R□□□□
	W□□r	WA	□6.5□	□48,251,785	□ 2,567,000	□ 1,100,000	□47,151,785
	R□□□□ □d W□□r	RW	2.□□				
	S□□ □r	WW	0.6□				
	T□□□ B□□d F□□d□d C□□□□□□ I□□□□□□ □□□ A□□□ Pr□□r T□ S□r□□ □□□□□		□□□□□	□□□□□□	□□□□□	□□□□□	□□□□□□

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	W□□r	WA	□6.4□	□47,076,750	□ 2,567,000	□ 1,100,000	□45,□76,750
	R□□□□ □d W□□r	RW	3.0□				
	S□□ □r	WW	0.6□				
	T□□□ B□□d F□□d□d C□□□□□□ I□□□□□□ □□□ A□□□ Pr□□r T□ S□r□□ □□□□□		□□□□□	□□□□□□	□□□□□	□□□□□	□□□□□□

A	B	C	D	E	F	G	H	I	J	K
□□□□r□□□□C□□□□□□I□□□□□□□ □□□□S□r□□□ □□□□A□□		□□□□A	R□□□□□□□□ R□□□□□	R□□□□□O□□□	R□□□□□□□□ R□□□□□	S□r□□□□□ □ □□□r S□□□□□	R□□ □□□d□r □□R□□□□□□□□ R□□□□□	S□r□□□□□ □ □□□r S□□□□□		
S□r□□□ 200□A:										
N□□ UT B□□d□□□ (W□□□r F□□□□□□ O□□r□□□□□)	WA	□ 6,77□,2□5	57□	43□	□ 3,85□,241	0□	100□	□ -		
C□□□r□□□□ T□rr□□□ W□□□r M□□□	WA	□ 165,645	0□	100□	□ -	0□	100□	□ -		
R□□□r□□□□ S□□ □r L□□□□	WW	□ 404,17□	0□	100□	□ -	0□	100□	□ -		
S□□□□ Tr□□□□□□ Tr□□WM	WA	□ 156,856	0□	100□	□ -	0□	100□	□ -		
R□□□r□□□□ 600 S□□□□□ S□r□□□	WA	□ 2,700	0□	100□	□ -	0□	100□	□ -		
L□□ (W□□□r P□r□□□)	WA	□ 668,620	57□	43□	□ 380,624	0□	100□	□ -		
L□□ (S□□□r P□r□□□)	WW	□ 133,314	0□	100□	□ -	0□	100□	□ -		
T□□□□ B□□d F□□d□d C□□□□□□I□□□□□□□ □□□□S□r□□□ □□□□A□		□ □□□□□□□□□□			□ □□□□□□□□□□			□	□	
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W□□□r	WA	□3.5□	□ 4,23□,866	□ 4,070,744	□ -	□ 4,23□,866				
R□□□□□□ □d W□□□r	RW	0.0□								
S□□ □r	WW	6.5□								
T□□□□ B□□d F□□d□d C□□□□□□I□□□□□□□ □□□□A□□□ □S□r□□□ □□□□A□		□□□□□□□	□□□□□□□	□□□□□□□	□□□□□□	□□□□□□□□□				
□□□□r□□□□C□□□□□□I□□□□□□□ □□□□S□r□□□ □□□□□□		□□□□□	R□□□□□□□□ R□□□□□	R□□□□□O□□□	R□□□□□□□□ R□□□□□	S□r□□□□□ □ □□□r S□□□□□	R□□ □□□d□r □□R□□□□□□□□ R□□□□□	S□r□□□□□ □ □□□r S□□□□□		
S□r□□□ 2010:										
4055 F□□□r S□r□□□□ □□D□□□	WA	□ 1,□66,786	100□	0□	□ 1,□66,786	0□	100□	□ -		
4055 L□□□d O□□□□□ S□□□□□ DYAL	WA	□ 1,200,000	100□	0□	□ 1,200,000	0□	100□	□ -		
4055 R□□ W□□□r M□□r□ □□d M□□□□r□□	WA	□ 1,500,000	100□	0□	□ 1,500,000	0□	100□	□ -		
4055 R□□ W□□□r P□□□ □□ W□□□□□d W□□ □□□□□□□ Rd	WA	□ 4,5□5,000	100□	0□	□ 4,5□5,000	0□	100□	□ -		
4055 S□□□□ C□□□□ G□rd□□□	WA	□ 800,000	0□	100□	□ -	0□	100□	□ -		
4055 S□□□□□ S□□□□r□ U□□r□d□ DYAL	WA	□ 1,500,000	100□	0□	□ 1,500,000	0□	100□	□ -		
4055 US 1 W□d□□□□ - P□□□ □□ C□d□□	WA	□ 10,200,000	0□	100□	□ -	0□	100□	□ -		
4055 V□□□□ □□ S.R. 520 36" □ □□r□ □□□	WA	□ 1,450,000	0□	100□	□ -	0□	100□	□ -		
4055 W□□ □□□□□□ P□□ □□	WA	□ 370,000	100□	0□	□ 370,000	0□	100□	□ -		
T□□□□ B□□d F□□d□d C□□□□□□I□□□□□□□ □□□□S□r□□□ □□□□□□		□ □□□□□□□□□□			□ □□□□□□□□□□			□	□	
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W□□□r	WA	100.0□	□ 11,131,786	□ 12,450,000	□ -	□ 11,131,786				
R□□□□□□ □d W□□□r	RW	0.0□								
S□□ □r	WW	0.0□								
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TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

TRANSMISSION LINE AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT TRANSMISSION LINE AGREEMENT** (Agreement) is made and entered into this _____ day of _____, 2017 by and between **EAST CENTRAL FLORIDA SERVICES, INC**., a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA"), the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI")(collectively the "Parties" including FRI and Cocoa, collectively the "Water Suppliers" excluding FRI and collectively either the "Raw Water Transmission Line Parties" or the "Finished Water Transmission Line Parties" for the Water Suppliers participating in the implementation of any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project).

1. DEFINITIONS. As used in this Agreement:

   1.1 "528 Alternative" means one of three identified potential routes for a TCR/SJR Finished Water Transmission Line Project and/or a TCR/SJR Raw Water Transmission Line Project, as specified in **Exhibit A** to this Agreement.

   1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

1.3 "Base Charge" means for any Fiscal Year, that component of the TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge computed according to Section 14.

1.4 "Bidding Budget" means the approved maximum cost for the award of construction contracts. The Bidding Budget is set at the completion of the final design for the specific infrastructure as noted in this Agreement.

1.5 "Book Value" means the difference between the total Capital Cost of an asset and its accumulated depreciation.

1.6 "Capital Cost" means the one-time expenses incurred for acquisition of real property, tangible property and intangible property, the construction of tangible personal property, engineering and other expenditures required for construction or expansions of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, or Environmental Permitting activities and associated engineering that are not directly incorporated into the TCR/SJR Finished Water Transmission Line Charge or TCR/SJR Raw Water Transmission Line Charge.

1.7 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.

1.8 "Consensus" means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting, and, (b) when applied to the Parties, the Water Suppliers, the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, the unanimous consent of all the Parties, Water Suppliers, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, as applicable, which shall be recorded in a letter agreement executed by

the director or executive officer of each Party, Water Supplier, Finished Water Transmission Line Party or Raw Water Transmission Line Party, if expressly required by the Agreement or, if requested by one or more of the Parties, Water Suppliers, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties.

1.9 "Construction Budget" means the approved maximum cost for the actual construction of specific infrastructure noted herein, including contingency. The Construction Budget is set after the bidding and selection of a contractor or contractors.

1.10 "Cost Allocations" means each participating Party's portion of the TEC for the Routing Study, as set forth in Section 5.1 of this Agreement.

1.11 "County Line Alternative" means one of three identified potential routes for a TCR/SJR Finished Water Transmission Line Project and/or Raw Water Transmission Line Project, as specified in **Exhibit A** to this Agreement.

1.12 "Delivery Point" means the authorized points of connection between a participating Finished Water Transmission Line Party's water system and a TCR/SJR Finished Water Transmission Line Project or between a participating Raw Water Transmission Line Party's water system and a TCR/SJR Raw Water Transmission Line Project.

1.13 "Design Budget" means the preliminary estimated construction cost developed for the infrastructure, as noted herein, which is set after the completion of a TCR/SJR Finished Water Transmission Line Project PDR(s) and/or a TCR/SJR Raw Water Transmission Line Project PDR(s).

1.14 "Dyal POC" means the point(s) where the Dyal WTP connects to one or more TCR/SJR Finished Water Transmission Line(s) or TCR/SJR Raw Water Transmission Line(s).

1.15 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.

1.16 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and provide a notice of the Effective Date to all the Parties.

1.17 "Enterprise Fund" means a separate fund wherein all revenues and expenditures are maintained and reported and are not comingled with the revenues and expenses for any general fund or other user fee based funds.

1.18 "Environmental Permit(s)" means all permits licenses or other third party approvals necessary for the acquisition, construction, management or operation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

1.19 "Finished Water" means treated water that meets all applicable potable water treatment levels prescribed by the Florida Department of Environmental Protection in chapter 62-550, Florida Administrative Code, as well as other applicable regulations.

1.20 "Finished Water Transmission Line Parties" means all the Water Suppliers participating in a TCR/SJR Finished Water Transmission Line Project.

1.21 "Fiscal Year" means a twelve (12) month period which commences on October 1 of each year and ends on the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of a Project Administrator.

1.22 "Fixed Operation and Maintenance Cost" means all Operation and Maintenance Cost, other than Variable Operation and Maintenance Cost.

1.23 ”Force Majeure Event” means any event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees, essential such performance. Force Majeure Events include (a) an “act of God” such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic even; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Environmental Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement.

1.24 “General Implementation Agreement” means the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.

1.25 “Majority” means, (a) when applied to the Procurement Committee, more than fifty (50%) percent under either a Straight Vote or Weighted Vote and, (b) when applied to participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties, more than fifty (50%) percent under the Weighted Vote Method.

1.26 “Meters” means collectively, those certain water meters and appurtenant recording and transmitting devices to be installed and owned by the Project Administrator for every Delivery Point to its specific TCR/SJR Finished Water Trans-

mission Line Project or TCR/SJR Raw Water Transmission Line Project, as specified in Section 13, which are used to measure and bill the quantity of water being delivered to each participating Finished Water Transmission Line Party or each participating Raw Water Transmission Line Party.

1.27 "MGD" means a flow rate measured in million gallons per day.

1.28 "Operation and Maintenance Cost" means any and all costs incurred by a Project Administrator in operating, maintaining and administering a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, including, but not limited to, related operation, maintenance, management, security and development; labor and labor overhead cost; cost associated with tools, equipment, vehicles, supplies, materials, services and support for the operation, maintenance, management, security and development of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; any cost of litigation or legal judgment against the Project Administrator relating to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; development expenses relating to expansion of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; all costs incurred in planning or applying for, obtaining, maintaining and defending permits; administrative, billing, accounting, legal, insurance and engineering expenses related to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; ordinary and current rentals of equipment or other property related to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; payments in lieu of taxes, and administrative costs incurred by a Project Administrator for management of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Operation and Maintenance Cost do not include any expenses constituting a Capital Cost or a Renewal and Replacement Cost.

1.29 “Parties” means OCU, OUC, ECFS, TWA, Cocoa and FRI.

1.30 “Phase 4 Dyal Treatment Project Administrator” shall have the same meaning as in the General Implementation Agreement.

1.31 “Phase 4 Dyal Treatment System” shall have the same meaning as in the General Implementation Agreement.

1.32 “Phase 4 Non-Dyal Treatment Project Administrator” shall have the same meaning as in the General Implementation Agreement.

1.33 “Phase 4 Non-Dyal Treatment System” shall have the same meaning as in the General Implementation Agreement.

1.34 “Phase 4 Treatment POC” means a point(s) where a Phase 4 Non-Dyal Treatment System connects to one or more TCR/SJR Finished Water Lines(s). If Cocoa is the only provider of Finished Water in Phase 4 of the General Implementation Agreement, there is no Phase 4 Treatment POC(s).

1.35 “Procurement Committee” means a committee consisting of the Project Manager and the Project Representatives appointed by the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, as the case may be, pursuant to Sections 4.4 for the sole purpose of selecting the technical consultant(s) to implement the Routing Study specified in Section 3 or a component of the Scope(s) of Work specified in Section 8.1. The Procurement Committee shall be dissolved after each selection of a technical consultant.

1.36 “Procurement Committee Member” means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.

1.37 “Project Administrator” means the Water Supplier having overall responsibility for administering the Routing Study or administering a specific TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Pro-

ject. The Project Administrator will be selected in the manner specified in Section 7.

1.38 "Project Manager" means the person or alternate designated by the Project Administrator to manage the Project Administrator's responsibilities under this Agreement.

1.39 "Project Representative" means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party to work with the Project Administrator and the Project Manager regarding the management and implementation of a specific TCR/SJR Finished Water Transmission Line Project or a specific TCR/SJR Raw Water Transmission Line Project.

1.40 "Prudent Utility Practice" means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States during the relevant time period; or any of the practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts known, or that should have been known, at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with the applicable legal, engineering, reliability, safety and time requirements.

1.41 "Quorum" means, as applied to the Procurement Committee, at least a Majority of Procurement Committee Members and consistent with the applicable law.

1.42 "Raw Water" means water withdrawn from TCR or the SJR by Cocoa that is not treated to Finished Water standards.

1.43 "Raw Water Transmission Line Parties" means all the Water Suppliers participating in a TCR/SJR Raw Water Transmission Line Project.

1.44 "Renewal and Replacement Cost" means all cost incurred by a Project Administrator for the renewal, replacement, upgrade and improvement of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

1.45 "Routing Study" means the activities authorized under this Agreement, as specified in Section 3.

1.46 "Scope of Work" means the design of the components of a TCR/SJR Finished Water Transmission Line Project, the components of a TCR/SJR Raw Water Transmission Line Project and the acquisition of any necessary real property interests in consideration of the selected transmission line route, as specified in Section 8.1.

1.47 "SJR" means the St. Johns River.

1.48 "SJRWMD" means the St. Johns River Water Management District.

1.49 "Straight Vote" means that each Procurement Committee Member voting on a decision has one equal vote.

1.50 "Substantial Deviation" means that the design or construction of all or a part of the infrastructure to be constructed according to this Agreement is materially different from the design last approved by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties or the cost exceeds the approved Bidding, Construction or Design Budget(s).

1.51 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.

1.52 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

1.53 "TCR/SJR Finished Water Transmission Line" means a transmission line constructed pursuant to this Agreement for the sole purpose of transporting Finished Water from the Dyal POC(s) or Phase 4 Treatment POC(s) to the Delivery Points.

1.54 "TCR/SJR Finished Water Transmission Line PDR" means one or more written reports setting forth the general design and implementation and opinion of probable cost for components of a TCR/SJR Finished Water Transmission Line Project, including any amendments thereto.

1.55 "TCR/SJR Finished Water Transmission Line Project Charge" means for any Fiscal Year, the charge established by a Project Administrator pursuant to Section 14 for development, construction, operation and management of a TCR/SJR Finished Water Transmission Line Project. This charge is composed of the Base Charge and Variable Charge.

1.56 "TCR/SJR Finished Water Transmission Line Project" means a project authorized by this Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the Dyal POC(s) or the Phase 4 Treatment POC(s) and the Delivery Points, including any TCR/SJR Finished Water Transmission Line(s) and any needed water supply system improvements.

1.57 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

1.58 "TCR/SJR Project Administrators" shall have the same meaning as in the General Implementation Agreement.

1.59 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.

1.60 "TCR/SJR Raw Water Transmission Line" means a transmission line constructed pursuant to this Agreement for the sole purpose of transporting Raw Water to the Delivery Points.

1.61 "TCR/SJR Raw Water Transmission Line PDR" means one or more written reports setting forth the general design and implementation and opinion of probable cost for components of a TCR/SJR Raw Water Transmission Line Project, including any amendments thereto.

1.62 "TCR/SJR Raw Water Transmission Line Project" means a project authorized by this Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the POCs and Delivery Points, including any TCR/SJR Raw Water Transmission Line(s) and any needed water supply system improvements.

1.63 "TCR/SJR Raw Water Transmission Line Project Charge" means for any Fiscal Year, the charge established by a Project Administrator pursuant to Section 14 for development, construction, operation and management of a TCR/SJR Raw Water Transmission Line Project. This charge is composed of the Base Charge and Variable Charge.

1.64 "TEC" means the total estimated cost to complete the Routing Study.

1.65 "Variable Operation and Maintenance Cost" means all Operation and Maintenance Cost that change in direct proportion to changes in the volume of water conveyed through a TCR/SJR Finished Water Transmission Line Project or a

TCR/SJR Raw Water Transmission Line Project, including operation of any pump stations or booster pump stations that are part of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

1.66 "Variable Charge" means for any Fiscal Year that component of the TCR/SJR Finished Water Transmission Line Project Charge or the TCR/SJR Raw Water Transmission Line Project Charge computed in accordance with Section 14.

1.67 "Weighted Capacity Allotment" means each participating Finished Water Transmission Line Party's or participating Raw Water Transmission Line Party's proportionate share of capacity in a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, respectively, weighted over the entire length of the transmission line. For example, a transmission line has a capacity of 15 MGD for the first half of its length and a capacity of 10 MGD for the second half of its length. Party A owns 10 MGD capacity in the first half of the length and 5 MGD capacity in the second half of the length, and Party B owns 5 MGD of capacity along the entire length. The Weighted Capacity Allotment for Party A would be calculated as (10 MGD/15MGD) x 50% length + (5 MGD/10 MGD) x 50% length, for a Weighted Capacity Allotment of 58.333%. The Weighted Capacity Allotment for Party B would be calculated as (5 MGD/15 MGD) x 50% length + (5 MGD/10 MGD) x 50% length, for a Weighted Capacity Allotment of 41.667%.

1.68 "Weighted Vote" or "Weighted Vote Method" (a) when applied to the Procurement Committee, means the Procurement Committee Members voting to approve a decision constitute a Majority of the Weighted Capacity Allotments in a specific TCR/SJR Finished Water Transmission Line Project or a specific TCR/SJR Raw Water Transmission Line Project, (b) when applied to either the participating Finished Water Transmission Line Parties in a TCR/SJR Finished Water Transmission Line Project or the participating Raw Water Transmission Line Parties in a TCR/SJR Raw Water Transmission Line Project, means the participating Finished

Water Transmission Line Parties or the participating Raw Water Transmission Line Parties voting to approve a decision by a Majority of their Weighted Capacity Allotments in the specific TCR/SJR Finished Water Transmission Line Project or in the specific TCR/SJR Raw Water Transmission Line Project, except as otherwise agreed to by a Consensus of the participating Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, and (c) when applied to the Parties participating in the Routing Study, means the participating Parties voting to approve a decision by a Majority of their Cost Allocations in the Routing Study, except as otherwise agreed to by a Consensus of the Parties participating in the Routing Study.

1.69 "Wellfield/Wewahootee Alternative" means one of three potential routes for a TCR/SJR Finished Water Transmission Line and/or a TCR/SJR Raw Water Transmission Line, as specified in **Exhibit A** to this Agreement.

1.70 "Wholesale Water Supply Contract" means that contract entered into between Cocoa and the other Water Suppliers, as defined in the General Implementation Agreement.

2. AUTHORITY. The Agreement is a legally binding contract, which has been entered into by the Parties under the following the authorities:

2.1 **Cocoa.** Cocoa, A Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021, and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.

2.2 **OCU.** OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a) and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

2.3 **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

2.4 **TWA.** TWA, an independent special districted created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.

2.5 **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.

2.6 **FRI.** FRI enters into this Agreement under the authority of its corporate charter.

3. ROUTING STUDY. The Parties agree the activities associated with the Routing Study are as specified in **Exhibit B** to this Agreement. The TEC for the Routing Study shall not exceed [**$100,000.00**].

4. ADMINISTRATION.

4.1 A Project Administrator will be designated for the Routing Study, each TCR/SJR Finished Water Transmission Line Project, and each TCR/SJR Raw Water Transmission Line Project. The Project Administrator for the Routing Study shall be selected within thirty (30) days of the Effective Date. If OCU is a participating Finished Water Transmission Line Party or a participating Raw Water Transmission Line Party for a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project utilizing the 528 Alternative, it will be the Project Administrator for said TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project. Cocoa shall be the Project Administrator for any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project utilizing the Wellfield/Wewahootee Alternative route, within the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties and Raw Water

Transmission Line Parties shall select the Project Administrator for the remainder of any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project utilizing the Wellfield/Wewahootee Alternative route, which is located outside the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties shall select the Project Administrator for any TCR/SJR Finished Water Transmission Line Project or any Raw Water Transmission Line Project utilizing the County Line Alternative route or any route other than the 528 Alternative or the Wellfield/Wewahootee Alternative.

4.2 Within sixty (60) days of the Effective Date, with regards to the Routing Study, or within thirty (30) days of the selection of a Project Administrator for a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, the Project Administrator for that TCR/SJR Finished Water Transmission Line Project and/or TCR/SJR Raw Water Transmission Line Project shall provide, in writing to the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. The Project Manager may be changed at any time immediately upon written notice by the Project Administrator to the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties.

4.3 No later than thirty (30) days from the selection of a Project Administrator for the Routing Study, a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, the Parties participating in the Routing Study, the Finished Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project and the Raw Water Transmission Line Parties participating in the TCR/SJR Raw Water Transmission Line Project shall each provide in writing to each other and the Project Administrator, the name, addresses, phone numbers, fax numbers and email addresses of their Pro-

ject Representative for the Routing Study, the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. The Project Representative for each Party participating in the Routing Study, for each Finished Water Transmission Line Party participating in a TCR/SJR Finished Water Transmission Line Project or for each Raw Water Transmission Line Party participating in a TCR/SJR Raw Water Transmission Line Project may be changed at any time immediately upon written notice to the other Parties participating in the Routing Study, the other Finished Water Transmission Line Parties participating in a TCR/SJR Finished Water Transmission Line Project and the other Raw Water Transmission Line Parties participating in a TCR/SJR Raw Water Transmission Line Project.

4.4 A Procurement Committee shall be formed upon identification of the Project Representatives by the Parties for the Routing Study, the Finished Water Transmission Line Parties for a TCR/SJR Finished Water Transmission Line Project and the Raw Water Transmission Line Parties for a TCR/SJR Raw Water Transmission Line Project. A Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Procurement Committee meetings comply with the open meeting requirements of section 286.011, Florida Statutes. The Project Administrator's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decisions, with an agenda the Procurement Committee Chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a Majority of the Procurement Committee Members to the Project Manager requesting a special meeting. Meeting notices, including the time and location of the meeting, and the agenda for any Procurement Committee meet-

ing shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Procurement Committee meetings. The Procurement Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

4.5 The Parties desire and intend to encourage the Procurement Committee to decide by Consensus as often as possible. In the event Consensus is not reached, as determined by a Straight Vote of a Majority of the Procurement Committee, Procurement Committee decisions will be made by Weighted Vote, unless otherwise specified in this Agreement.

4.6 The Procurement Committee shall convene no later than sixty (60) days from the selection of a Project Administrator for the Routing Study or within forty-five (45) days of the participating Finished Water Transmission Line Parties' or the participating Raw Water Transmission Line Parties' decision to approve the Scope(s) of Work pursuant to Section 8.1 of any component of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project to develop a request for qualifications for a technical consultant. In the case of the Routing Study, the request for qualifications shall be consistent with the summary of activities contained in **Exhibit B** and in the case of any component of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, the request for proposal shall be consistent with the applicable Scope of Work. In either case, the request for qualifications for the technical consultant shall be consistent with the statutes, ordinances and rules governing procurement of consultants by the Project Administrator(s). The request for qualifications shall be completed no later than one hundred twenty

(120) days from the selection of a Project Administrator for the Routing Study, a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. The request for qualifications shall be approved by the Procurement Committee. If the Procurement Committee fails to develop and approve a request for qualifications within this one hundred and twenty (120) day period, the Project Administrator(s) shall develop the request for qualifications, which shall be deemed approved by the Committee by default. Once the request for qualifications is approved, the Project Administrator(s) shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by the Project Administrator(s), and notify the Procurement Committee of the outcome of the same so that the Procurement Committee can select the technical consultant. If the Procurement Committee selects the technical consultant, the Project Administrator(s) is bound by the Procurement Committee's decision. If the Procurement Committee fails to select or reject a technical consultant within forty-five (45) days after the Project Administrator(s) notifies the Procurement Committee of the results of the procurement process, then the Project Administrator(s) shall select the technical consultant, which shall be deemed approved by the Procurement Committee by default. Once the technical consultant is selected, the Project Administrator shall procure and contract with the technical consultant to implement the Routing Study and/or the Scope(s) of Work. The Administrator shall administer the contract(s) with the technical consultant.

4.7 In discharging its responsibilities the Project Administrator shall, acting through its Project Manager, and in accordance with this Agreement:

4.7.1 Prepare and publish meeting notices for the Procurement Committee.

4.7.2 Prepare and distribute meeting agendas and draft meeting minutes to the Procurement Committee.

4.7.3 Defend any challenge or protest filed with regards to procurement decisions made by the Project Administrator pursuant to this Agreement, including the retention of outside counsel to defend the action.

4.7.4 Prepare and execute contract(s) with technical consultant(s) and other professional(s).

4.7.5 Manage the activities of the technical consultant(s) or other professional(s) to assure that the contract requirements are met.

4.7.6 Solicit and approve the TCR/SJR Finished Water Transmission Line Project PDR(s), the TCR/SJR Raw Water Transmission Line Project PDR(s) and any amendments thereto.

4.7.7 Solicit and approve the Bidding Budget, Design Budget and Construction Budgets for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project.

4.7.8 Solicit and approve construction bids and approve construction contracts for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water.

4.7.9 At a frequency mutually agreed to by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties, provide the Project Representatives a detailed report, including any necessary backup documentation required by the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.

4.7.10 Manage the review of interim and final deliverables.

4.7.11 Coordinate regularly with the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties.

4.7.12 Initiate and process funding requests to the participating Parties for implementation of the Routing Study, provided such costs requests are cumulatively less than the TEC.

4.7.13 Establish the TCR/SJR Finished Water Transmission Line Project Charge for a TCR/SJR Finished Water Transmission Line Project, except the Routing Study, invoice any participating Finished Water Transmission Line Parties for their portion of the TCR/SJR Finished Water Transmission Line Project Charge and collect the TCR/SJR Finished Water Transmission Line Project Charge from the participating Finished Water Transmission Line Parties in accordance with Sections 14 and 15.

4.7.14 Establish the TCR/SJR Raw Water Transmission Line Project Charge for a TCR/SJR Raw Water Transmission Line Project, except the Routing Study, invoice any participating Raw Water Transmission Line Parties and collect the TCR/SJR Raw Water Transmission Line Project Charge from the participating Raw Water Transmission Line Parties in accordance with Sections 14 and 15.

4.7.15 Receive and account for funds received from the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.

4.7.16 Process and pay invoices from consultants, other professionals and contractors.

4.7.17 Submit or modify applications for Environmental Permits necessary for the successful implementation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project upon approval by the participating Finished Water Transmission Line Parties or

the participating Raw Water Transmission Line Parties using the Weighted Vote Method. Respond to request for additional information or clarification from regulatory agencies and provide information as needed to finalize necessary Environmental Permit applications and obtain Environmental Permits upon approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method. The Project Manager and Project Representatives for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project shall jointly develop the applications for the necessary Environmental Permits and any responses to requests for additional information or clarification from regulatory agencies.

4.7.18 Acquire real property interests for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, upon approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

4.7.19 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the work under this Agreement. The Project Manager shall give the Project Representatives participating in a TCR/SJR Finished Water Transmission Line Project or the Project Representatives participating in a TCR/SJR Raw Water Transmission Line Project advance notice and the opportunity to attend any such meetings.

4.7.20 Negotiate the terms of any Environmental Permit or permit conditions necessary for the successful implementation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project with the regulatory agencies jointly with the Project Representatives,

subject to approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

4.7.21 Defend any challenge or protest filed with regards to any Environmental Permits necessary to successfully implement a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, in coordination with the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.

4.7.22 Undertake legal actions, as necessary to further the work authorized under this Agreement with the approval of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

4.7.23 No later than sixty (60) days after completion of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or termination of this Agreement, whichever is applicable, the Project Administrator(s) shall provide the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties with an accounting of the expenditures of funds and shall reimburse to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties any unexpended funds contributed by each of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.

4.7.24 Coordinate regularly with the TCR/SJR Project Administrators to facilitate and maintain the connection of the TCR/SJR Finished Water Transmission Line Project(s) and the TCR/SJR Raw Water Transmission Line Project(s) to their respective Dyal POC(s) and Phase 4 POC(s) in support of the Wholesale Water Supply Contract.

4.7.25 Measure delivery of Finished Water and/or Raw Water to the Delivery Points and report this information to the TCR/SJR Project Administrators by the 5th day of each month or such other deadline as specified in the Wholesale Water Supply Contract.

5. FUNDING.

5.1 The TEC for the Routing Study shall not exceed $100,000.00 The participating Parties agree to fund the TEC according to the Cost Allocations shown in the table set forth below. Amendments to the TEC are subject to Consensus approval by the participating Parties. Any amendments to the TEC for the Routing Study shall be reflected by written agreement executed by the participating Parties.

Finished Water Transmission Line Party	**Percent (%)**	**Cost Allocation ($)**
OUC	30%	$30,000
TWA	10%	$10,000
ECFS	60%	$60,000
Total	100%	$100,000

5.2 The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will be assigned a portion of the Capital Cost for the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project in proportion to the Weighted Capacity Allotment held by each of the participating Finished Water Transmission Line Parties or Raw Water Transmission Line Parties in said projects. Each participating Finished Water Transmission Line Party or Raw Water Transmission Line Party shall pay its portion of the Capital Cost. The payment of a participating Finished Water Transmission Line Party's or a participating Raw Water Transmission Line Party's portion of the Capital Cost shall be made to the Project Administrator in full up-

on reasonable notice by the Project Administrator according to a schedule approved by a Weighted Vote of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, whichever comes first.

5.3 The Project Administrator shall establish a TCR/SJR Finished Water Transmission Line Project Charge to pay for the development, construction, expansion, operation and maintenance of a TCR/SJR Finished Water Transmission Line Project, except the Routing Study; invoice any participating Finished Water Transmission Line Parties for their portion of the TCR/SJR Finished Water Transmission Line Project Charge; and, collect the TCR/SJR Finished Water Transmission Line Project Charge from the participating Finished Water Transmission Line Parties, as set forth in Sections 14 and 15.

5.4 The Project Administrator shall establish a TCR/SJR Raw Water Transmission Line Project Charge to pay for the development, construction, expansion, operation and maintenance of a TCR/SJR Raw Water Transmission Line Project, except the Routing Study; invoice any participating Raw Water Transmission Line Parties for their portion of the TCR/SJR Raw Water Transmission Line Project Charge; and, collect the TCR/SJR Raw Water Transmission Line Project Charge from the participating Raw Water Transmission Line Parties, as set forth in Sections 14 and 15.

5.5 The Project Administrator and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties. In such case, the Finished Water Transmission Line Party or the Raw Water Transmission Line Party, who paid for such information shall be reimbursed or credited by the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties for the actual reasonable cost of such information by the participating Fin-

ished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

6. SELECTION OF POTENTIAL FINISHED/RAW WATER TRANSMISSION LINE ROUTES.

6.1 The Project Administrator shall contract with the technical consultant selected by the Procurement Committee to perform the Routing Study, including a report to the participating Project Representatives consistent with **Exhibit B** evaluating the 528 Alternative, the Wellfield/Wewahootee Alternative, the County Line Alternative and any other route(s) identified by the consultant. The evaluation and report shall be completed no later than one hundred eighty (180) days from the date the Project Administrator enters into a contract with the technical consultant. Copies of the report shall be provided to each of the participating Parties by the Project Administrator.

6.2 The Water Suppliers, excluding Cocoa, shall convene no later than thirty (30) days following receipt of the report evaluating potential transmission line routes by the participating Parties in an effort to agree by Consensus to a route(s) for the TCR/SJR Finished Water Transmission Line Project(s) and the TCR/SJR Raw Water Transmission Line Project(s).

6.3 In the event the Water Suppliers, excluding Cocoa, cannot agree by Consensus to a route(s) for a specific TCR/SJR Finished Water Transmission Line Project(s) or a specific TCR/SJR Raw Water Transmission Line Project(s) within sixty (60) days from receipt of the Routing Study report by the participating Parties, then each Water Supplier, excluding Cocoa, may independently or in combination with other Water Suppliers, excluding Cocoa, pursue its own TCR/SJR Finished Water Transmission Line Project(s) or its own TCR/SJR Raw Water Transmission Line Project(s), as long as these projects are located on one of the route's identified in **Exhibit A** or another route approved by FRI.

6.4 The Water Suppliers, excluding Cocoa, may select the same route for multiple TCR/SJR Finished Water Transmission Line Projects and multiple TCR/SJR Raw Water Transmission Line Projects.

7. POST-ROUTE SELECTION PROCESS.

7.1 Upon selection of the route(s) for each TCR/SJR Finished Water Transmission Line Project and each TCR/SJR Raw Water Transmission Line Project by the Water Suppliers pursuant to Section 6, they shall implement the selected TCR/SJR Finished Water Transmission Line Project(s) and the selected TCR/SJR Raw Water Finished Water Transmission Line Project(s) according to the procedures set forth in Section 7.

7.2 At this time, OCU intends to pursue the 528 Alternative. In the event the 528 Alternative is selected as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:

7.2.1 OCU will be the Project Administrator, if it is a participating Finished Water Transmission Line Party or a participating Raw Water Transmission Line Party.

7.2.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Finished Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Finished Water Transmission Line shall be decided by Consensus of the participating Finished Water Transmission Line Parties.

7.2.3 The participating Raw Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

7.2.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

7.2.5 The Project Administrator will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the 528 Alternative route.

7.2.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.

7.2.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of

the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.3 In the event the Wellfield/Wewahootee Alternative is selected, as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:

7.3.1 Cocoa will be the Project Administrator within the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall select a Project Administrator by Consensus for those segments of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project located beyond the limits of Cocoa's existing wellfield.

7.3.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line, but the diameter and peaking factor for each TCR Finished Water Transmission Line shall be decided by Consensus of the Participating Finished Water Transmission Line Parties.

7.3.3 The participating Raw Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

7.3.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover

a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

7.3.5 The Project Administrators will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the Wellfield/Wewahootee Alternative route.

7.3.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.

7.3.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.4 In the event the County Line Alternative route or a route other than the 528 Alternative or the County Line Alternative is selected as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:

7.4.1 The participating Finished Water Transmission Line Parties and Raw Water Transmission Line Parties will select a Project Administrator by Consensus.

7.4.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Finished Water Transmission Line Project, but the diameter and peaking factor for each TCR/SJR Finished Water Transmission Line shall be decided by Consensus of the participating Finished Water Transmission Line Parties.

7.4.3 The participating Raw Water Transmission Line Parties shall decide as to their respective Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

7.4.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Fin-

ished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

7.4.5 The Project Administrator will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the County Line Alternative route.

7.4.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.

7.4.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.5 In the event that a route is selected and implemented by only one Finished Water Transmission Line Party or one Raw Water Transmission Line Party, other than that Finished Transmission Line Party's or Raw Water Transmission Line Party's notifying the other Finished Water Transmission Line Parties or Raw Water Transmission Line Parties of its the selection of the identified route and its intention to serve as Project Administrator of the selected route, the provisions of Sections 7.2-7.4 are not applicable.

7.6 Any Party can decide to connect to any other Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement.

8. PROJECT DESIGN.

8.1 Upon completion of the steps identified in Sections 6 and 7, the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall convene to develop Scope(s) of Work by the Weighted Vote Method to complete the design of the TCR/SJR Finished Water Transmission Line Project, the design of the TCR/SJR Raw Water Transmission Line Project and the acquisition of any necessary real property interests in consideration of the selected transmission line route. These Scope(s) of Work shall include consideration of the total Weighted Capacity Allotments for the participating Finished Water Transmission Line Parties and the total Weighted Capacity Allotments for the participating Raw Water Transmission Line Parties, technical considerations of compatibility of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project with the existing water distribution and treatment facilities of each of the participating Finished Water Transmission Line Parties and each of the participating Raw Water Transmission Line Parties, and other factors identified by the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties.

8.2 Each TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project shall be designed in accordance with the Scope(s) of Work developed pursuant to Section 8.1. All project design costs associated with a TCR/SJR Finished Water Transmission Line Project(s) shall be funded as a Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. All project design costs associated with a TCR/SJR Raw Water Transmission Line Project(s) shall be funded as a Capital Cost by each participating Raw Water Trans-

mission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.

8.3 For any design work implemented for a TCR/SJR Finished Water Transmission Line Project(s) or any design work implemented for a TCR/SJR Raw Water Transmission Line Project(s), as a result of the Scope of Work development pursuant to Section 8.1, the Project Administrator will procure a consultant to prepare a TCR/SJR Finished Water Transmission Line Project PDR or a TCR/SJR Raw Water Transmission Line Project PDR to implement a TCR/SJR Finished Water Transmission Line Project or selected components thereof or implement a TCR/SJR Raw Water Transmission Line Project or selected components thereof. The procurement process shall be consistent with Section 4.6. When the consultant has prepared the TCR/SJR Finished Water Transmission Line Project PDR or the TCR/SJR Raw Water Transmission Line PDR, the Project Administrator will present same to the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties for approval by the Weighted Vote Method. The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties may consider the same, direct changes needed, if any, and shall approve the TCR/SJR Finished Water Transmission Line Project PDR and a Design Budget or the TCR/SJR Raw Water Transmission Line Project PDR and a Design Budget by the Weighted Vote Method.

8.4 After approval of the TCR/SJR Finished Water Transmission Line Project PDR, the TCR/SJR Raw Water Transmission Line Project PDR and their respective Design Budgets, the Project Administrator will procure one or more consultants to prepare a final design for the TCR/SJR Finished Water Transmission Line Project or selected components thereof or the TCR/SJR Raw Water Transmission Line Project or selected components thereof based upon the respective approved TCR/SJR Finished Water Transmission Line Project PDR and the approved TCR/SJR Raw Water Transmission Line Project PDR. The Project Administrator

will manage the preparation of the final design(s) of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project. The final design(s) must be based upon the applicable approved TCR/SJR Finished Water Transmission Line Project PDR and the applicable approved TCR/SJR Raw Water Finished Water Transmission Line Project PDR. The Project Administrator will inform the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties at the completion of each final design draft (e.g., 60% and 90% completion intervals) and whether the overall final design contains one or more Substantial Deviations from the applicable TCR/SJR Finished Water Transmission Line Project PDR or the applicable TCR/SJR Raw Water Transmission Line Project PDR. Any Substantial Deviation of the overall final design from the PDR must be approved by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties by the Weighted Vote Method. Upon completion of the one hundred (100%) percent level of the final design, the Project Administrator will present same to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for approval by the Weighted Vote Method. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will consider the same, direct changes needed, if any, and shall approve the final design along with the Bidding Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project by the Weighted Vote Method.

9. ACQUISITION OF LANDS, EASEMENTS, AND RIGHTS-OF-WAY.

9.1 The Project Administrator for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project shall be responsible for the acquisition of the lands necessary to construct and operate any TCR/SJR Fin-

ished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project.

9.2 Any costs incurred in acquiring lands required for a TCR/SJR Finished Water Transmission Line Project shall be funded as a Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.

9.3 Any costs incurred in acquiring lands required for a TCR/SJR Raw Water Transmission Line Project shall be funded as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.

9.4 Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall own an undivided, proportionate share in all easement rights over lands acquired pursuant to this Agreement equal to its Weighted Capacity Allotment in its respective TCR/SJR Finished Water Transmission Line Project or its respective TCR/SJR Raw Water Transmission Line Project. In the event the Wellfield/Wewahootee Alternative is selected as a transmission line route, then Cocoa's existing easements (as may be amended, renewed or substituted) in the existing wellfield will be utilized and no additional land interest shall be acquired by the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties for those portions of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project crossing Cocoa's wellfield.

9.5 Any easement interests from FRI necessary to construct and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project shall be acquired according to the process provided for in the General Implementation Agreement, except that the easement for each TCR/SJR Finished Water Transmission Line Project and each TCR/SJR Raw Water Transmission Line Project will be granted by FRI to all the participating Finished Water Transmission Line Parties and all the participating Raw Water Transmission Line

Parties so that each Party shall own an undivided, proportionate share of the easement equal to its Weighted Capacity Allotment in its respective TCR/SJR Finished Water Transmission Line Project or its respective TCR/SJR Raw Water Transmission Line Project.

9.5.1 Easements for any route, whether for TCR/SJR Finished Water Transmission Line Project(s) and/or TCR/SJR Raw Water Transmission Line Project(s) cumulatively shall be no wider than one hundred (100) feet per route, unless otherwise consented to by FRI. If site conditions, such as hydrologic, geologic or environmental conditions make it impracticable or cost prohibitive to comply with this constraint, then FRI shall not unreasonably withhold its consent. Additionally, in determining the route width, the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties shall not consider any use except those associated with the proposed TCR/SJR Finished Water Transmission Line Project or proposed TCR/SJR Raw Water Transmission Line Project.

9.5.2 Where a route runs along a road right of way (ROW) or a FRI property boundary, the route shall abut such ROW or property boundary, leaving no space between the edge of the route and the edge of the ROW or property boundary, unless consented to by FRI. If site conditions, such as hydrologic, geologic or environmental conditions make it impracticable or cost prohibitive to comply with this constraint, then FRI shall not unreasonably withhold its consent.

9.6 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real

property owned by FRI or any portion thereof, as set forth in the General Implementation Agreement.

10. PROJECT CONSTRUCTION.

10.1 With the exception of the Wellfield/Wewahootee Alternative, there will only be one Project Administrator responsible for construction of all components of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. In the case of the Wellfield/Wewahootee Alternative, Cocoa shall be the Project Administrator responsible for construction of all components of any TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project located within the Cocoa wellfield area and there could be another Project Administrator responsible for construction of all components of any TCR/SJR Finished Water Transmission Line Project and any TCR/SJR Raw Water Transmission Line Project located outside the Cocoa wellfield area.

10.2 All construction of a TCR/SJR Finished Water Transmission Line Project(s) shall be funded as Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. Each participating Finished Water Transmission Line Party shall own an undivided share in each specific TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the specific TCR/SJR Finished Water Transmission Line Project.

10.3 All construction of a TCR/SJR Raw Water Transmission Line Project(s) shall be funded as Capital Cost by each participating Raw Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. Each participating Raw Water Transmission Line Party shall own an undivided share in each specific TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the specific TCR/SJR Raw Water Transmission Line Project.

10.4 After the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties approve by the Weighted Vote Method the final design and Bidding Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, the Project Administrator will procure bids from contractors to construct the pipeline, pipeline segments and associated infrastructure according to the applicable law governing procurement by the Project Administrator. If there are one or more qualified bidders at or below the approved Bidding Budget, the Project Administrator will select the best qualified bidder and accept the bid and the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will approve a Construction Budget by the Weighted Vote Method. If the Project Administrator receives no qualified bids at or below the Bidding Budget, then the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will decide by the Weighted Vote Method whether to accept the bids. If the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties decide to accept a bid, they will also approve a Bidding Budget by the Weighted Vote Method. The Project Administrator shall then accept the bid and the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall also approve a Construction Budget by the Weighted Vote Method. If the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties decide to reject the bid by the Weighted Vote Method, then the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will decide by the Weighted Vote Method whether to proceed with the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and, if the decision is made to proceed, then the TCR/SJR Finished Water Transmission Line Project or the

TCR/SJR Raw Water Transmission Line Project shall be re-bid as specified in this Section 10.4.

10.5 After the acceptance of bids and establishment of the Construction Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, as specified in Section 10.4, the Project Administrator will proceed with construction of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. The Project Administrator will make all decisions regarding construction so long as such decisions do not constitute a Substantial Deviation from the approved final design. The Project Administrator will update the Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties monthly as to the status of construction. If during construction one or more change orders are needed that will exceed the amount of the Construction Budget, the Project Administrator must submit the change order(s) to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for a decision using the Weighted Vote Method. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties must either approve and increase the amount of the Construction Budget or reject the change order(s).

11. PROJECT PERMITTING.

11.1 The Project Administrator(s) shall be responsible for acquisition of all Environmental Permits necessary to construct and operate all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project.

11.2 All Environmental Permit expenses associated with each specific TCR/SJR Finished Water Transmission Line Project shall be funded as either Capital Cost or Operation and Maintenance Cost, as determined by the Project Administrator, by each participating Finished Water Transmission Line Party. If funded as a Capi-

tal Cost, the Environmental Permit expenses will be governed by Section 5.2. The permitting expenses shall be paid, as specified in Sections 14 and 15.

11.3 All Environmental Permit expenses associated with each specific TCR/SJR Raw Water Transmission Line Project shall be funded as either Capital Cost or Operation and Maintenance Cost, as determined by the Project Administrator, by each participating Raw Water Transmission Line Party. If funded as a Capital Cost, the permitting expenses will be governed by Section 5.2. The permitting expenses shall be paid, as specified in Sections 14 and 15.

12. PROJECT OPERATIONS AND MAINTENANCE.

12.1 The Project Administrator(s) shall be responsible for operation and maintenance of all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project. The Project Administrator shall at all times operate and maintain its specific TCR/SJR Finished Water Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project in accordance with Prudent Utility Practices. The Project Administrator shall provide sufficient personnel, with appropriate expense to undertake all regulatory requirements, including, but not limited to those imposed by any Environmental Permit, United States Environmental Protection Agency, the United States Army Corps of Engineers, the Florida Department of Environmental Protection, the Florida Department of Health and the SJRWMD with regards to all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project. If new regulatory requirements necessitate capital improvements, the Project Administrator shall take all necessary actions in conjunction with the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties to accomplish the same. The Project Administrator shall be responsible for all Environmental Permit violations, including compliance costs or penalties assessed for same, which arise out of the day-to-day op-

erations of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project, or the failure of the Project Administrator to comply with any requirement imposed by any regulatory agency in any consent order or Environmental Permit. The Project Administrator shall maintain adequate catastrophic insurance covering its specific TCR/SJR Finished Water Transmission Line Project and its specific TCR/SJR Raw Water Transmission Line Project on such terms as may be established by the Project Administrator. These costs may be passed through to the participating Finished Water Transmission Line Parties in the case of any TCR/SJR Finished Water Transmission Line Project and to the participating Raw Water Transmission Line Parties in the case of any TCR/SJR Raw Water Transmission Line Project, as an Operation and Maintenance Cost.

12.2 All Operations and Maintenance Costs associated with a TCR/SJR Finished Water Transmission Line Project shall be funded by each Finished Water Transmission Line Party, as specified in Sections 14 and 15.

12.3 All Operations and Maintenance Costs associated with a TCR/SJR Raw Water Transmission Line Project shall be funded by each Raw Water Transmission Line Party, as specified in Sections 14 and 15.

13. METERING FACILITIES.

13.1 Delivery Points. Meters shall be installed, maintained and owned by the Project Administrator at each Delivery Point for its specific TCR/SJR Finished Water Transmission Line Project and/or specific TCR/SJR Raw Water Transmission Line. The type of Meter installed at each Delivery Point shall be selected at the Project Administrator's discretion, subject to compliance with industry standards for similar Meters.

13.2 Measuring Quantity of Water Delivered. The quantity of water delivered to each Delivery Point(s) will be measured by the Project Administrator responsible for

the specific TCR/SJR Finished Water Transmission Line Project or the specific TCR/SJR Raw Water Transmission Line Project.

13.3 Inspection and Calibration of Meters. Each Meter shall be inspected and calibrated annually and a report shall be prepared at the conclusion of each inspection/calibration detailing the condition and accuracy of each Meter by the Project Administrator and delivered to the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties. Each inspection/calibration of the Meters shall be performed by a certified, competent person. Upon request of a Finished Water Transmission Line Party in the case of a TCR/SJR Finished Water Transmission Line Project or a Raw Water Transmission Line Party in the case of a TCR/SJR Raw Water Transmission Line Project, the Project Administrator shall make arrangements for a test of a Meter installed at the Delivery Point by an independent testing entity agreeable to the requesting Finished Water Transmission Line Party or the requesting Raw Water Transmission Line Party. All costs and expenses shall be borne by the Finished Water Transmission Line Party or the Raw Water Transmission Line Party requesting the test, unless the Meter is found to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, in which case, the cost and expense of the test shall be borne by the Project Administrator and such cost may not be passed along to the Finished Water Transmission Line Party as part of the TCR/SJR Finished Water Transmission Line Project Charge or the Raw Water Transmission Line Party as part of the TCR/SJR Raw Water Transmission Line Project Charge.

13.4 Meter Inaccuracy. Should the Meter be determined to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, the Project Administrator shall repair, recalibrate or replace the malfunctioning Meter at its earliest convenience recognizing that time is of the essence. Additionally, the Meter shall be assumed to have been inaccurate half way since

the last inspection/calibration and the following month's billing of the TCR/SJR Finished Water Transmission Line Project Charge and/or TCR/SJR Raw Water Transmission Line Project Charge will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the Finished Water Transmission Line Party or to the Raw Water Transmission Line Party for metered flow for that period.

14. TCR/SJR FINISHED WATER TRANSMISSION LINE PROJECT CHARGE AND TCR/SJR RAW WATER TRANSMISSION LINE PROJECT CHARGE. For each Fiscal Year, the Finished Water Transmission Line Parties shall pay their Project Administrator their applicable TCR/SJR Finished Water Transmission Line Project Charge and the Raw Water Transmission Line Parties shall pay their Project Administrator their applicable TCR/SJR Raw Water Transmission Line Project Charge, as follows:

14.1 General. The TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be sufficient to pay their respective Fixed Operation and Maintenance Costs, Renewal and Replacement Cost and Variable Operation and Maintenance Costs, as required for the upcoming Fiscal Year. The TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall each consist of a Base Charge and a Variable Charge. Both the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall each be computed in the manner specified in Section 14.3 prior to the upcoming Fiscal Year and the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties shall be notified of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge, respectively, in the manner provided in Section 14.2. Establishment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be made by the Project Administrator and the Project Ad-

ministrator's decision shall not be subject to supervision or regulation by any commission, board, bureau, municipality, county or political subdivision of the State of Florida, except its own governing body, provided however, the TCR/SJR Finished Water Transmission Line Project Charge must be established in strict compliance with this Agreement.

14.2 Notification of TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge. On or before May 15, prior to the Fiscal Year after selection of a TCR/SJR Finished Water Transmission Line Project route and of a TCR/SJR Raw Water Transmission Line Project route, and every May 15 thereafter, the Project Administrator shall notify the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties of their respective preliminary TCR/SJR Finished Water Transmission Line Project Charge and preliminary TCR/SJR Raw Water Transmission Line Project Charge for the upcoming Fiscal Year. The preliminary TCR/SJR Finished Water Transmission Line Project Charge and the preliminary TCR/SJR Raw Water Transmission Line Project Charge shall each be accompanied by a report detailing the manner in which the preliminary TCR/SJR Finished Water Transmission Line Project Charge and the preliminary TCR/SJR Raw Water Transmission Line Project Charge were computed for the upcoming Fiscal Year. On or before July 30 prior to the Fiscal Year after selection of a TCR/SJR Finished Water Transmission Line Project route and a TCR/SJR Raw Water Transmission Line Project route, and every July 30 thereafter, the Project Administrator shall notify the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission of the final TCR/SJR Finished Water Transmission Line Project Charge and the final TCR/SJR Raw Water Transmission Line Project Charge for the upcoming Fiscal Year.

14.3 Establishment of TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge. The TCR/SJR Finished Wa-

ter Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be established by the Project Administrator as follows:

14.3.1 The Project Administrator shall determine the Fixed Operation and Maintenance Cost, the Renewal and Replacement Cost and the Variable Operation and Maintenance Cost required to meet the cash needs of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Finished Water Project for the upcoming Fiscal Year.

14.3.2 The Base Charge shall be computed as follows:

14.3.2.1 The Base Charge shall consist of the total of the Fixed Operation and Maintenance Cost and Renewal and Replacement Cost determined pursuant to Section 14.3.1. The Base Charge for each participating Finished Water Transmission Line Party and participating Raw Water Transmission Line Party shall be computed based upon each participating Finished Water Transmission Line Party's and Raw Water Transmission Line Party's Weighted Capacity Allotment in their respective TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project. For example, if either a Finished Water Transmission Line Party's or a Raw Water Transmission Line Party's Weighted Capacity Allotment in their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project is thirty (30%) percent, then that Finished Water Transmission Line Party or Raw Water Transmission Line Party would be responsible for paying thirty (30%) percent of the Base Charge.

14.3.2.2 The Base Charge computed for each Finished Water Transmission Line Party and each Raw Water Transmission Line Party pursuant to Sections 14.3.2.1 and 14.3.2.2 shall be increased

by any underpayment or decreased by any overpayment determined pursuant to Section 14.5.

14.3.3 Calculation of Variable Rate. The Variable Rate shall be computed as the Variable Operation and Maintenance Cost determined pursuant to Section 14.3.1 divided by the quantity of Finished Water the Project Administrator estimates will pass through the total of all the Delivery Points for the TCR/SJR Finished Water Transmission Line Project during the upcoming Fiscal Year and expressed as a cost per thousand (1,000) gallons of Finished Water or the Variable Operation and Maintenance Cost determined pursuant to Section 14.3.1 divided by the quantity of Raw Water the Project Administrator estimates will pay through the total of all Delivery Points for the TCR/SJR Raw Water Transmission Line Project during the upcoming Fiscal Year expressed as a cost per thousand (1,000) gallons of Raw Water.

14.4 Payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge. For each Fiscal Year, the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their respective TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge, as follows:

14.4.1 The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their individual Base Charge as specified in Section 14.3.2 in twelve (12) equal monthly payments on or before the 1st day of each calendar month starting on October 1 and ending on the following September 1.

14.4.2 The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their Variable Charge on a monthly basis. Each Finished Water Transmission Line Party's

and Raw Water Transmission Line Party's monthly payment shall be determined by multiplying the actual total amount of water that flowed through the Finished Water Transmission Line Party's Delivery Point(s) or the Raw Water Transmission Line Party's Delivery Point(s) during the prior calendar month by the Variable Rate calculated as specified in Section 14.3.3.

14.5 Accounting, Audits and Adjustments for Actual Expenses and Water Use. The Project Administrator shall maintain accounts and records of actual total water flow through each participating Finished Water Transmission Line Party's Delivery Point(s), each participating Raw Water Transmission Line Party's Delivery Point(s), all revenue received from all sources to meet the cash needs of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and the actual Fixed Operation and Maintenance Costs, Renewal and Replacement Cost and Variable Operation and Maintenance Costs incurred with respect to the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. On or before each April 1, beginning on the April 1 immediately following the Fiscal Year in which a TCR/SJR Finished Water Transmission Line Project Charge was paid by the participating Finished Water Transmission Line Parties or a TCR/SJR Raw Water Transmission Line Project Charge was paid by the participating Raw Water Transmission Line Parties, the Project Administrator shall complete an audit of the aforesaid records and accounts and determine what should have been the TCR/SJR Finished Water Transmission Line Project Charge for each Finished Water Transmission Line Party based on actual water flow through the Delivery Point(s) and actual costs during the preceding Fiscal Year and what should have been the TCR/SJR Raw Water Transmission Line Project Charge for each Raw Water Transmission Line Party based on actual water flow through the Delivery Point(s) and actual costs during the preceding Fiscal Year. Said audit shall be conducted by a certified public accounting firm. In the event the event the audit determines

an underpayment was made by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, then said underpayment shall be added to that Finished Water Transmission Line Party's Base Charge or that Raw Water Transmission Line Party's Base Charge for the upcoming Fiscal Year and paid in the manner specified in Section 14.4.1. If the audit determines that an overpayment was made to a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, then said overpayment shall be deducted from that Finished Water Transmission Line Party's or Raw Water Transmission Line Party's Base Charge for the upcoming Fiscal Year in the manner specified in Section 14.4.1. All underpayments and overpayments will be paid in equal monthly payments during the remainder of the current Fiscal Year.

15. BILLING, PAYMENT, SOURCE OF FUNDS AND RELATED MATTERS.

15.1 Billing and Payment. The Project Administrator shall invoice each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party for its Base Charge and Variable Charge on regular monthly intervals. The Meters shall be read and recorded on or about the last normal work day of the calendar month during which water flowed through the Delivery Point(s). Billing to each Finished Water Transmission Line Party and Raw Water Transmission Line Party shall be made on the 10th day of the following calendar month and payment to the Project Administrator shall be due by the 30th day of the month in which the statement was received. If the Base Charge, the Variable Charge or any portion thereof remains unpaid twenty-five (25) days following its due date, the Finished Water Transmission Line Party or Raw Water Transmission Line Party shall be charged with and pay to the Project Administrator interest on the amount unpaid from its due date until paid at the rate of eight percent (8%) per annum.

15.2 Irrevocable Commitment to Pay. The Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties shall pay their respective Base

Charge and Variable Charge for every Fiscal Year throughout the term of the Agreement in the manner provided in Section 15.1. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Project Administrator is undertaking the development, design, construction, expansion and the operation and maintenance of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project on the representation, warranties and covenants of the Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties to pay their respective TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge in a timely manner.

15.3 Source of Payment. The source of funds for payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be the Enterprise Fund established by each Finished Water Transmission Line Party and each Raw Water Transmission Line Party or such other funds funded entirely by user fees. Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall maintain an operation and maintenance account throughout the term of this Agreement. At all times during the terms of this Agreement, a Finished Water Transmission Line Party and a Raw Water Transmission Line Party shall pay their respective TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge from its operation and maintenance account.

15.4 Water Utility System Charges. Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge.

15.5 Prohibition Against Indebtedness and Ad Valorem Taxes. The obligation of the Finished Water Transmission Line Parties to pay the TCR/SJR Finished Water Transmission Line Project Charge pursuant to this Agreement and the obligation of the Raw Water Transmission Line Parties to pay the TCR/SJR Raw Water Transmission Line Project Charge do not constitute general indebtedness of the Finished Water Transmission Line Parties or of the Raw Water Transmission Line Parties within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties. Neither the Project Administrator nor any regional, state or federal agency providing cooperative funding to fund the development, design, construction, alteration, improvement, replacement, expansion or operation of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project shall have the right to require the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 15.3.

16. WITHDRAWAL OF FINISHED WATER TRANSMISSION LINE PARTIES OR RAW WATER TRANSMISSION LINE PARTIES FROM THIS AGREEMENT. A Finished Water Transmission Line Party or a Raw Water Transmission Line Party may, at its option and upon written notice to the Project Administrator and all other Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, as the case may be, withdraw from further participation in the Agreement, as follows:

16.1 If the withdrawal occurs prior to completion of the Routing Study, the withdrawing Party participating in the Routing Study shall no longer have any rights of participation in this Agreement. A withdrawing Party shall remain liable for payment of its share of all costs and expenses related to the Routing Study. Upon notice of withdrawal by a Party participating in the Routing Study, the Project Administra-

tor for the Routing Study shall suspend all work on the Routing Study, while the remaining Parties convene to discuss the continued feasibility of pursuing the Routing Study or whether the scope of the Routing Study need to be modified. If after ninety (90) days of receiving notice of the withdrawal by a Party participating in the Routing Study, the remaining Parties participating in the Routing Study do not decide by the Weighted Vote Method to terminate the Routing Study, then the Project Administrator shall move forward with completing the Routing Study.

16.2 If the withdrawal occurs prior to the payment by the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party of any Capital Costs necessary for permitting, design or construction of their TCR/SJR Finished Water Transmission Line Project or their TCR/SJR Raw Water Transmission Line Project, as the case may be, the withdrawing Finished Water Transmission Line Party or withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permits and any application for Environmental Permits obtained or applied for under this Agreement and shall file the necessary legal instruments confirming it no longer has any legal interests in any real property interests acquired pursuant to this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of all costs related to a contract between its Project Administrator and a third party, which had been executed prior to the Finished Water Transmission Line Party's or the Raw Water Transmission Line Party's withdrawal. Upon notice of withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the Project Administrator shall suspend all work on the TCR/SJR Finished Water Trans-

mission Line Project or the TCR/SJR Raw Water Transmission Line Project, while the remaining Finished Water Transmission Line Parties or Raw Water Transmission Line Parties convene to discuss the continued feasibility of pursuing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. If after ninety (90) days of receiving notice of the withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the remaining Finished Water Transmission Line Parties and the remaining Raw Water Transmission Line Parties do not decide by the Weighted Vote Method to terminate work on the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, then the Project Administrator shall move forward with completing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and any projected costs attributed to the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall be re-allocated on a pro rata basis or as agreed by Consensus among the remaining Finished Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project or as agreed by Consensus among the remaining Raw Water Transmission Line Parties participating in the TCR/SJR Raw Water Transmission Line Project.

16.3 If the withdrawal occurs before completion of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, but after payment by the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party of any Capital Costs necessary for permitting, design or construction of their TCR/SJR Finished Water Transmission Line Project or their TCR/SJR Raw Water Transmission Line Project, as the case may be, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Trans-

mission Line Project or its TCR/SJR Raw Water Transmission Line Project and shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permits and any application for Environmental Permits obtained or applied for under this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of all costs related to a contract between its Project Administrator and a third party, which had been executed prior to the Finished Water Transmission Line Party's or the Raw Water Transmission Line Party's withdrawal. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall also remain liable for payment of its share of the Fixed Operation and Maintenance Costs and Renewal and Replacement Cost for its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, as long as it maintains an ownership interest in its TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project. Upon notice of withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the Project Administrator shall suspend all work on the TCR/SJR Finished Water Transmission Line Project or the Raw Water Transmission Line Project, while the remaining participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties convene to discuss the continued feasibility of pursuing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. If after ninety (90) days of receiving notice of the withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties do not decide by the Weighted Vote Method to terminate work on the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, then the Project Administrator shall move forward with completing, operating and maintaining the TCR/SJR Finished Water Trans-

mission Line Project or the TCR/SJR Raw Water Transmission Line Project. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall retain its ownership interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project until the remaining Finished Water Transmission Line Parties or remaining Raw Water Transmission Line Parties pay in full the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Upon payment of the withdrawing Finished Water Transmission Line Party's or withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall transfer its Weighted Capacity Allotment and file the necessary legal instruments transferring its property interests in its TCR/SJR Finished Water Transmission Line Project or its Raw Water Transmission Line Project to the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties in proportion to their payment of the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Until such payment is made none of the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties may use the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. A

Party withdrawing under this Section 16.3 shall contemporaneously withdraw from the General Implementation Agreement. Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Agreement under this Section 16.3 void.

16.4 If the withdrawal occurs after completion of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project and shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permit and any application for Environmental Permit obtained or applied for under this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of the Fixed Operations and Maintenance Costs and Renewal and Replacement Costs for its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, as long as it maintains ownership of its interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall retain its ownership interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project until the remaining Finished Water Transmission Line Parties or remaining Raw Water Transmission Line Parties pay in full the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Upon payment of the withdrawing Finished Water Transmission Line

Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall transfer its Weighted Capacity Allotment and file the necessary legal instruments transferring its property interests in its TCR/SJR Finished Water Transmission Line Project or its Raw Water Transmission Line Project to the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties in proportion to their payment of the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project. Until such payment is made none of the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties may use the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. A Party withdrawing under this Section 16.4 shall also contemporaneously withdraw from the General Implementation Agreement. Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Agreement under this Section 16.4 void.

16.5 Upon withdrawal, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall not interfere with or legally challenge or support any legal challenge that directly or indirectly conflicts with the commitment of the remaining Parties pursuant to this Agreement.

17. SUBSTITUTION OF FINISHED WATER TRANSMISSION LINE PARTIES AND/OR RAW WATER TRANSMISSION LINE PARTIES,ASSIGNMENT OF THIS AGREEMENT AND CONVEYANCE TO OTHER FINISHED WATER TRANSMISSION LINE PARTIES AND/OR RAW WATER TRANSMISSION LINE PARTIES.

17.1 **Substitution**. As a matter of right, a new Finished Water Transmission Line party or a new Raw Water Transmission Line party may be substituted for an existing Finished Water Transmission Line Party or an existing Raw Water Transmission Line Party, if the new Finished Water Transmission Line party or the new Raw Water Transmission Line party agrees to enter this Agreement and fully perform all obligations of the existing Finished Water Transmission Line Party or the existing Raw Water Transmission Line Party. Prior to the substitution taking effect, the existing Finished Water Transmission Line Party or the existing Raw Water Transmission Line Party must notify the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other participating Finished Water Transmission Line Parties or to the other participating Raw Water Transmission Line Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provision shall not apply when one existing Party is substituted for another existing Party.

17.2 **Assignment**. As a matter of right, this Agreement may be assigned by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, in part, to a new party, if the new party agrees to enter into this Agreement and fully

perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Finished Water Transmission Line Party or Raw Water Transmission Line Party must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Parties accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

17.3 **Conveyance to Other Parties**. Except as may be constrained by any Environmental Permit or other applicable governmental regulatory program, any Finished Water Transmission Line Party or Raw Water Transmission Line Party may voluntarily and by agreement sell, grant, divest, lease, or otherwise convey or forego all or a portion of its Weighted Capacity Allotment and ownership interest in a specific TCR/SJR Finished Water Transmission Line Project or in a specific TCR/SJR Raw Water Transmission Line Project on a temporary or permanent basis. The terms of any such Weighted Capacity Allotment and ownership interest conveyance shall be decided by the Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, who are parties to such Weighted Capacity Allotment and ownership interest conveyance at the time of such agreement. Any Finished Water Transmission Line Party or Raw Water Transmission Line Party agreeing to convey all or a portion of its Weighted Capacity allotment and ownership interest in a specific TCR/SJR Finished Water Transmission Line Project or in a specific TCR/SJR Raw Water Transmission Line Project shall not be considered to have abandoned its Weighted Capacity Allotment and ownership interest, and no other Finished Water Transmission Line Party or Raw Water

Transmission Line Party shall take any action to divest the conveying Finished Water Transmission Line Party or Raw Water Transmission Line Party of any portion of its Weighted Capacity Allotment and ownership interest, except as may be necessary to enforce the agreement to convey said Weighted Capacity Allotment and ownership interest. The conveyance of all or a portion of a Weighted Capacity Allotment and ownership interest in a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project between two or more Finished Water Transmission Line Parties or between two or more Raw Water Transmission Line Parties shall be in writing and shall set forth all rights and obligations that are being transferred as part of the conveyance. A copy of this written document shall be provided to all the Parties in the manner set forth in Section 26.

18. APPLICATION FOR FUNDING. The Parties may cooperatively seek funding for activities under this Agreement from federal, state, regional and local revenue sources, including, but not limited to cooperative funding from water management districts. Any Party seeking such funds shall provide notice as specified in Section 26. Any funding sought pursuant to this Section shall be applied for by the Project Administrator on behalf of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties, as the case may be, or by one of the participating Finished Water Transmission Line Parties or one of the participating Raw Water Transmission Line Parties with Consensus approval of the other participating Finished Water Transmission Line Parties or other participating Raw Water Transmission Line Parties. No Party shall interfere with any other Party seeking these funds with regards to their respective TCR/SJR Finished Water Transmission Line Project or their respective TCR/SJR Raw Water Transmission Line Project, however, this would not prohibit the Project Administrators for their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project from competing for the same funds or prohibit the Parties from seeking funds for other non-TCR/SJR Finished Water Transmission Line Projects or non-TCR/SJR Raw Water Transmission Line Projects. Any funding received shall

be applied to the benefit of all the participating Finished Water Transmission Line Parties or all the participating Raw Water Transmission Line Parties, as the case may be.

19. CONSTRUCTION, MANAGEMENT AND OPERATION OF FINISHED WATER TRANSMISSION LINE PROJECTS AND RAW WATER TRANSMISSION LINE PROJECTS. The Parties shall cooperate with each other and no Party shall interfere with a Project Administrator's ability to construct, manage and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

20. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently design or construct any portion of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project outside the process described herein.

21. ENVIRONMENTAL PERMITS.

    21.1 The Parties shall cooperate with each other and no Party shall interfere with another Party's ability to obtain, maintain and comply with all Environmental Permits necessary to construct, manage and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

    21.2 Finished Water Transmission Line Parties and Raw Water Transmission Line Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Project Manager on behalf of the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties in support of any permit application for Environmental Permits for any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project.

    21.3 Except as provided in Sections 4.7.21 and 4.7.22, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any permit sought by the Project Manager on behalf of the participating Finished Water Transmission Line Parties for

any TCR/SJR Finished Water Transmission Line Project or on behalf of the participating Raw Water Transmission Line Parties for any TCR/SJR Raw Water Transmission Line.

22. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

23. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

24. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

24.1 **Parties' Common Interest.** The Parties have a common interest in implementing and operating a SJR/TCR Finished Water Transmission Line Project or TCR/SJR Raw Transmission Line Project in accordance with the terms of this Agreement. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to any SJR/TCR Finished Water Transmission Line Project or any SJR/TCR Raw Water Transmission Line Project, including the issuance of any permit necessary for a SJR/TCR Finished Water Transmission Line Project or a SJR/TCR Raw Water Transmission Line Project and any related litigation.

24.2 **Sharing Confidential Information with Other Parties.** No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will

remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

24.3 **Using Confidential Information from Another Party.** Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.

24.4 **Disclosure of Confidential Information to Third Parties.** If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public record request or otherwise, any or all of the Confidential Information or any other document or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert and any all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the dis-

closure of the Confidential Information, by way of injunctive or other relief, as provided by law, shall be upon the Party asserting the exemption or claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes and is not otherwise exempt from production, the originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes or other applicable requests for disclosure shall not be deemed to have violated this Section.

25. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

26. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt

requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922
	City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to County:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802

With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
	County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802
As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

27. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.

28. WAIVER. No failure by a Party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement.

29. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.

30. GOVERNING LAW AND VENUE. The Parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

31. LIABILITY AND INSURANCE.

31.1 **Sovereign Immunity**. Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.

31.2 **Indemnification**. All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), subconsultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement or work and access to any of the property of the Parties.

31.3 **Insurance**. All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all rea-

sonable efforts to incorporate FRI's comments into the contracts and subcontracts as applicable.

32. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

33. CONSTRUCTION OF AGREEMENT.

33.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

33.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," ""includes," and "including" shall be deemed to be followed by the words "without limitation."

33.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

33.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

33.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

33.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

33.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

33.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

34. TERM, TERMINATION.

34.1 This Agreement shall take legal effect on the Effective Date. Unless terminated earlier, this Agreement shall remain in effect in perpetuity.

34.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

34.2.1 The General Implementation Agreement should terminate; or

34.2.2 Upon Consensus of all the Parties at any time.

34.3 Upon termination of this Agreement, each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall retain their ownership interest in their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project.

35. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

36. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

37. CONFLICT RESOLUTION. Before proceeding to the default and remedy provisions of this Agreement in Section 38, in the event of a conflict between separate TCR/SJR Finished Water Transmission Line Projects, separate TCR/SJR Raw Water Transmission Line Projects or both, the Project Administrators for each of the projects shall attempt to resolve the conflict. The conflict resolution process shall commence with a Project Administrator providing written notice to the Project Administrator(s) for the conflicting TCR/SJR Finished Water Transmission Line Project or conflicting TCR/SJR Raw Water Transmission Line Project of the conflict. After transmittal and receipt of the notice of conflict, the disputing Project Administrators shall meet at least once within ten (10) days after delivery of such notice at a reasonable time and place, as mutually agreed to attempt to resolve the conflict. The disputing Project Administrators shall continue meeting thereafter as often as they reasonably deem necessary in an attempt to resolve the conflict. If these discussions fail to resolve the conflict within thirty (30) days of the initial notice, or the disputing Project Administrators fail to meet within ten (10) days of the initial notice, if practicable and possible, then any of the Finished Water Transmission Line Parties and/or Raw Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, which were deemed to be in conflict as a result of the initial notice of conflict may provide written notice to the Project Administrators and all the participating Finished Water

Transmission Line Parties and/or Raw Water Transmission Line Parties of the conflict. After transmittal and receipt of this second notice of conflict, then the executive officers of each of the disputing Project Administrators and participating Finished Water Transmission Line Parties and/or Raw Water Transmission Line Parties shall meet to attempt to resolve the conflict. This meeting shall take place within ten (10) days after delivery of the second notice of conflict at a reasonable time and place, as mutually agreed to attempt to resolve the conflict. The executive officers shall continue meeting thereafter as often as they reasonably deem necessary in an attempt to resolve the conflict. If these discussions fail to resolve the conflict within thirty (30) days of the second notice of conflict, or the disputing executive officers fail to meet within ten (10) days of the second notice of conflict, if practicable and possible, then any of the disputing Project Administrators, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties may initiate the default and remedy provisions of this Agreement in Section 38.

38. DEFAULT AND REMEDY.

38.1 **Default**. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a Default under this Agreement.

38.2 **Notice of Default and Opportunity to Cure**. Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 26, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

38.3 **Remedy for Default**. For any Default not cured as provided in Section 38.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.

38.4 **Mediation**. Prior to seeking any remedy for a Default as provided in Section 38.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted expeditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

38.5 **Force Majeure Event**. In the event that performance of this Agreement by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to this

Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

38.6 **Payment Dispute**. A Finished Water Transmission Line Party or a Raw Water Transmission Line Party that disputes a payment of their respective TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge under Sections 14 and 15 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Finished Water Transmission Line Party or the Raw Water Transmission Line Party, the Project Administrator shall be required to either pay the disputed charge either as a credit against the TCR/SJR Finished Water Transmission Line Project Charge or the TCR/SJR Raw Water Transmission Line Project Charge, as the case may be, for the next Fiscal year or through a direct one-time payment to the Finished Water Transmission Line Party or the Raw Water Transmission Line Party.

38.7 **Suspension of Ability to Utilize the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project**. A Finished Water Transmission Line Party or a Raw Water Transmission Line Party that fails to pay their respective TCR/SJR Finished Water Transmission Line Project Charge, TCR/SJR Raw Water Transmission Line Project Charge or any portion thereof within ninety (90) days following its due date shall be in default of this Agreement and upon thirty (30) days written notice, the Project Administrator may suspend the Finished Water Transmission Line Party's right to utilize the TCR/SJR Finished Water Transmission Line Project or the Raw Water Transmission Line Party's right to utilize the TCR/SJR Raw Water Transmission Line Project. Suspension of use of a TCR/SJR Finished Water Transmission Line by a Finished Water Transmission Line Party or use of a TCR/SJR Raw Water Transmission Line Project because of its failure to pay the TCR/SJR Finished Water Transmission Line Pro-

ject Charge, the TCR/SJR Raw Water Transmission Line Project Charge or any portion thereof shall not excuse the Finished Water Transmission Line Party or the Raw Water Transmission Line Party from paying the Project Administrator the Base Charge, when it becomes due nor prohibit the Project Administrator from continuing to charge interest on the amount unpaid. Upon payment of all outstanding TCR/SJR Finished Water Transmission Line Project Charges, including any interest and all outstanding TCR/SJR Raw Water Transmission Line Project Charges, including interest, the Project Administrator shall immediately allow the Finished Water Transmission Line Party full use of the TCR/SJR Finished Water Transmission Line and the Raw Water Transmission Line Party full use of the TCR/SJR Finished Water Transmission Line Project. The Project Administrator's decision to suspend a Finished Water Transmission Line Party's use of the TCR/SJR Finished Water Transmission Line or a Raw Water Transmission Line Party's use of the TCR/SJR Raw Water Transmission Line under this section shall not be considered a default under Section 38.1. However, the Project Administrator's failure to allow use of a TCR/SJR Finished Water Transmission Line or a TCR/SJR Raw Water Transmission Line upon payment of all outstanding TCR/SJR Finished Water Transmission Line Project Charges or all outstanding TCR/SJR Raw Water Transmission Line Project Charges, including any interest, may constitute a default under Section 38.1.

39. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent a Project Administrator from collecting its attorney's fees, costs and expenses as Operation and Maintenance Costs.

40. MISCELLANEOUS PROVISIONS.

40.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

40.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

40.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

ORLANDO UTILITIES COMMISSION

_____

Print Name

By: _____

Kenneth P. Ksionek,
General Manager & CEO

_____

Approved as to form and legality,
OUC Legal Department

By: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITYT
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

(SEAL)

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: _____

ATTEST:

_____
Clarence L. Thacker, Secretary
Board of Supervisors

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____

K. Erik Jacobsen, President

Attest: _____

Date: _____

Approved as to Form:

_____

Eric T. Olsen, Esq.
Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: _____
Don M. Sleight, Chief Executive Officer

Attest: _____

Date: _____

Approved as to Form:

_____
Eric T. Olsen, Esq.,
Legal Counsel

EXHIBIT A – MAP OF POTENTIAL FINISHED AND RAW WATER TRANSSMISSION LINE ROUTES

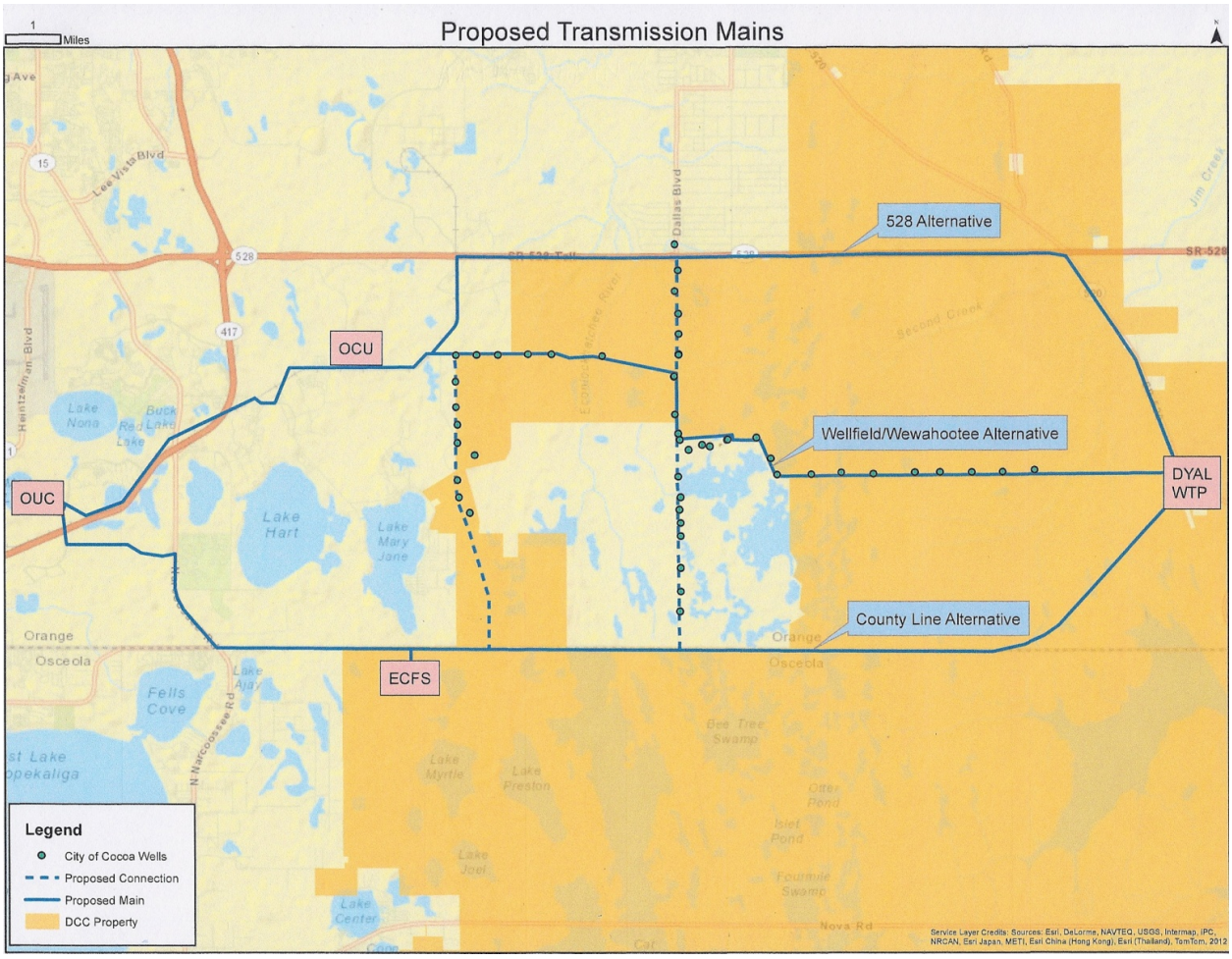


EXHIBIT B – ROUTING STUDY SUMMARY OF ACTIVITIES

INTRODUCTION

The work contemplated under Routing Study is to address the routing and location of the TCR/SJR Finished Water Transmission Line Project(s)/TCR/SJR Raw Water Transmission Line Project(s). The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that that multiple consultants including engineering, surveying, environmental and legal services will be required. It is anticipated that there will be a primary technical consultant selected under this Agreement and legal services will be provided by the individual legal representatives of the Parties participating in the Routing Study.

EVALUATION OF POTENTIAL TRANSMISSION LINE ROUTES

Three potential routes for Finished Water Transmission Line Projects and Raw Water Transmission Line Projects have been identified by the Parties, the "528 Alternative," the "Wellfield/Wewahootee Alternative" and the "County Line Alternative" which are identified in **Exhibit A**. Prior to the selection of the technical consultant, the Parties identified participating in the Routing Study may by Consensus expand the potential transmission line routes to be evaluated beyond those identified in **Exhibit A**. Selection of a transmission line route beyond the three routes identified above shall require the approval of FRI.

The Parties have agreed to spend six (6) months after the Effective Date of this Agreement evaluating routes for potential TCR/SJR Finished Water Transmission Line Projects and TCR/SJR Raw Water Transmission Line Projects. The underlying concept is that the Parties participating in the Routing Study, in consultation with the technical consultant, will provide information relevant to the selection of a transmission line route that meets the requirements of the Water Suppliers, excluding Cocoa for the successful implementation of the SJR/TCR Project in a cost-effective manner. The technical consultant will consolidate this information and conduct an evaluation of the three potential routes.

This task will include the collection of documents and information by the technical consultant from the Parties. This information will be used in consideration of feasibility of the options identified in **Exhibit A** with regard to pipeline, location, capacity, cost of right-of-way acquisition, construction cost, regulatory restrictions, and any other relevant factors identified by the technical consultant.

This work will also include collecting documents and information regarding the potential for one or more Finished Water Transmission Line Parties to connect to another Finished Water Transmission Line Party's water supply system and obtain their share of Finished Water from the TCR/SJR Project.

The technical consultant shall provide the Parties participating in the Routing Study a report regarding its evaluation no later than one hundred eighty (180)-days from the Effective Date of this Agreement.

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

PERMITTING AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PERMITTING AGREEMENT** (Agreement) is made and entered into this _____ day of _____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC**., a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA") and **FARMLAND RESERVE, INC**., a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI).

1. DEFINITIONS. As used in this Agreement:

   1.1 "404 Permit" means that permit issued by the United States Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, Pub. L. No. 92-500, as amended, 33 U.S.C. Section 1251, et seq., as may be amended or modified from time to time.

   1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

   1.3 "Central Florida Water Initiative" or "CFWI" means a collaborative process involving the Department of Environmental Protection, SJRWMD, SFWMD, SWFWMD, the Department of Agriculture and Consumer Services, public water

supply utilities and other stakeholders, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.4 "CFWI Area" means all of Orange, Osceola, Polk and Seminole Counties and southern Lake County, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.5 "CFWI Plan" means the then existing Regional Water Supply Plan, approved pursuant to sections 373.0465 and 373.709, Florida Statutes, as they may be amended from time to time, by the SJRWMD, SFWMD and SWFWMD for the CFWI Area.

1.6 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.

1.7 "Consensus" means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting and, (b) when applied to the Parties or the Water Suppliers, the unanimous consent of all the Parties or all of the Water Suppliers, which shall be recorded in a letter agreement executed by the director or executive officer of each Party or Water Supplier, if expressly required by the Agreement or, if requested by one or more Parties or Water Suppliers.

1.8 "CUP" means a consumptive use permit under chapter 373, Part II, Florida Statutes, as amended or modified from time to time.

1.9 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.

1.10 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and shall provide a notice of the Effective Date to all the Parties.

1.11 "ERP" means an environmental resource permit under chapter 373, Part IV, Florida Statutes, amended or modified from time to time.

1.12 "Force Majeure Event" means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Regional Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or, (f) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement.

1.13 "General Implementation Agreement" means Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.

1.14 "MFL" means a minimum flow or minimum level or both established by a water management district or the Florida Department of Environmental Protection pursuant to section 373.042, Florida Statutes.

1.15 "MGD" means a flow rate measured as million gallons per day.

1.16 "NEPA" means the National Environmental Policy Act.

1.17 "NPDES Permit" means that permit issued under the National Pollutant Discharge Elimination System Program pursuant to Section 402 of the Clean Water Act, Pub. L. No. 92-500, as amended by 33 U.S.C. Sections 1251 et seq., by the Department of Environmental Protection pursuant section 403.0885, Florida Statutes, as amended or modified from time to time.

1.18 "Parties" mean OCU, OUC, ECFS, TWA, Cocoa, and FRI.

1.19 "Procurement Committee" means a committee consisting of the Project Manager and the Project Representatives appointed by the Water Suppliers pursuant to Section 5.2 for the sole purpose of selecting the technical consultant to implement the Scope of Work. Upon selection of the technical consultant, the Procurement Committee shall be dissolved.

1.20 "Procurement Committee Member" means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.

1.21 "Project Administrator" means Cocoa, who is designated under this Agreement, with overall responsibility for administering and implementing the Scope of Work.

1.22 "Project Manager" means the person or alternate designated by the Project Administrator to manage the Project Administrator's responsibilities under this Agreement.

1.23 "Project Representative" means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each Water Supplier to work with the Project Manager regarding the management and implementation of the Scope of Work.

1.24 "Quorum" means, as applied to the Procurement Committee, at least three Procurement Committee Members and consistent with the applicable law.

1.25 "Regional Permits" means those state and federal permits and proprietary instruments required in order to confirm that the TCR/SJR Project is in fact capable of producing the Additional TCR/SJR Quantity and to authorize construction, operation and consumptive use of water from the TCR/SJR Project. These state and federal permits and proprietary instruments and the Water Supplier(s), who will be the permittee or holder of the proprietary instrument are more specifically identified in **Exhibit A** to this Agreement.

1.26 "Scope of Work" means the activities authorized under this Agreement, as specified in Section 4.

1.27 "SFWMD" means the South Florida Water Management District.

1.28 "SJR" means the St. Johns River.

1.29 "SJRWMD" means the St. Johns River Water Management District.

1.30 "SWFWMD" means the Southwest Florida Water Management District.

1.31 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.

1.32 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

1.33 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

1.34 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.

1.35 "TCR/SJR Project Failure" shall have the same meaning as in the General Implementation Agreement.

1.36 "TEC" means the total estimated cost to complete the Scope of Work.

2. AUTHORITY. This Agreement is entered into by the Parties under the following the authorities:

2.1 **Cocoa.** Cocoa, a Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021 and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.

2.2 **OCU.** OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a) and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

2.3. **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

2.4. **TWA.** TWA, an independent special district created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.

2.5. **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.

2.6. **FRI.** FRI enters into this Agreement under the authority of its corporate charter.

3. FINDINGS. It is hereby ascertained, determined and declared that:

3.1 The TCR/SJR Project is anticipated to provide water for public water supply and agricultural purposes. The Additional TCR/SJR Quantity is anticipated to meet a portion of the future public water supply demands of the Water Suppliers.

3.2 The Additional TCR/SJR Quantity is anticipated to meet the applicable statutory mandates with respect to general infrastructure and public water supply related elements of the comprehensive plans applicable to the Water Suppliers, as well as provide economies of scale, protect the local and regional environment, and more efficiently use, preserve, address and protect valuable local and regional water resources and advance regional comprehensive planning.

4. SCOPE OF WORK. The Parties agree the activities generally authorized by this Agreement are set forth in the Scope of Work, as specified in **Exhibit B** to this Agreement. The Agreement does not include seeking Regional Permits to authorize the withdrawal of water from the TCR/SJR Project for a quantity greater than the Additional TCR/SJR Quantity. The TEC for the Scope of Work is Six Million ($6,000,000.00) Dollars.

5. ADMINISTRATION.

5.1 Cocoa shall be the Project Administrator under the terms of this Agreement. No later than thirty (30) days from the Effective Date, Cocoa shall provide, in writing to the Water Suppliers, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. Cocoa may change the Project Manager

at any time immediately by providing written notice to the other Water Suppliers.

5.2 No later than thirty (30) days from the Effective Date, Cocoa, OCU, OUC, TWA and ECFS shall each provide in writing to each other the name, addresses, phone numbers, fax numbers and email addresses of their Project Representative. The Project Representative for each Water Supplier may be changed at any time immediately upon written notice to the other Water Suppliers.

5.3 The Procurement Committee shall be formed upon identification of the Project Representatives by the Water Suppliers pursuant to Section 5.1 and shall consist of the Project Representatives and the Project Manager. The Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Committee Meetings comply with the open meeting requirements of section 286.011, Florida Statutes. Cocoa's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decision under Section 5.4, with an agenda the Committee chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a majority of Procurement Committee members to the Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Procurement Committee meeting shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Committee meetings. The Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as

allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

5.4 The Procurement Committee shall convene no later than sixty (60) days from the Effective Date to develop a request for proposal for one or more technical consultants, which shall be consistent with the Scope of Work and the statutes, ordinances and rules governing procurement of consultants by Cocoa. The request for proposal(s) shall be completed no later than one hundred eighty (180) days from the Effective Date. The request for proposal shall be approved by Consensus of the Procurement Committee. Once the request for proposal is approved by the Procurement Committee, the Project Manager shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by Cocoa, with the exception that the Procurement Committee shall select the technical consultant and Cocoa shall be required to approve a contract with the technical consultant selected by the Procurement Committee. The technical consultant shall be selected by Consensus approval of the Procurement Committee. Once the technical consultant is selected, the Project Manager shall procure and contract with the technical consultant to implement the Scope of Work. The Project Administrator shall administer the contract(s) with the technical consultant. The Committee by Consensus may change any of the deadlines specified herein for procurement of technical consultant(s).

5.5. In discharging its responsibilities the Project Administrator shall, acting through its Project Manager:

5.5.1 Defend any challenge or protest filed with regards to procurement decisions made by Cocoa pursuant to this Agreement, including the retention of outside counsel to defend the action.

5.5.2 Prepare and execute contract(s) with technical consultant(s) selected pursuant to Section 5.4 and other professional(s).

5.5.3 Manage the activities of the technical consultant(s) and other professional(s) to assure that the contract requirements are met.

5.5.4 On a monthly basis, provide the Project Representatives a detailed report, including any necessary backup documentation required by the Water Suppliers as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.

5.5.5 Manage the review of interim and final deliverables.

5.5.6 Coordinate with the Water Suppliers at a mutually agreed upon frequency.

5.5.7 Initiate and process funding requests to the Water Suppliers for implementation of the Scope of Work; provided such costs requests are cumulatively less than the TEC.

5.5.8 Receive and account for funds received from the Water Suppliers.

5.5.9 Process and pay invoices from consultants and other professionals.

5.5.10 Propose amendments to the Scope of Work or TEC for review and Consensus approval by the Water Suppliers.

5.5.11 Submit or modify applications for the Regional Permits upon Consensus approval of the Water Suppliers. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize the Regional Permit applications and obtain the Regional Permits upon Consensus of the Water Suppliers. The Project Manager and the Project Representatives shall jointly develop the applications for the Regional Permits and any responses to requests for additional information or clarification from regulatory agencies. Upon Consensus approval of permit application information by the Water Suppliers, the Project Administrator shall have the authority to submit the same

on behalf of the other Water Suppliers and bind the other Water Suppliers to permit information and permit requirements. The Project Administrator shall not make a decision regarding the Regional Permits except upon Consensus approval of the Water Suppliers

5.5.12 Acquire real property interests, upon Consensus approval of the Water Suppliers, in the SJR intake, raw water transmission lines, the TCR discharge structure and the TCR intake structure as needed in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Any real property interests required from FRI shall be acquired according to the process provided for in the General Implementation Agreement.

5.5.13 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the Scope of Work. Project Manager shall give the Project Representatives advance notice and the opportunity to attend any such meetings.

5.5.14 Negotiate the terms of any Regional Permit or permit conditions with the regulatory agencies jointly with the Project Representatives, subject to the Consensus approval of the Water Suppliers.

5.5.15 Defend any challenge or protest filed with regards to any Regional Permit sought by the Project Administrator pursuant to this Agreement in coordination with counsel for the Water Suppliers.

5.5.16 Undertake legal actions, other than as described in Sections 5.5.1 and 5.5.15, as necessary to further the work authorized under this Agreement with the Consensus approval of the Water Suppliers.

5.5.17 Within sixty (60) days after the expiration or termination of this Agreement, whichever is applicable, the Project Administrator shall provide OCU, OUC, TWA and ECFS with an accounting of the expenditures of

funds and shall reimburse to OCU, OUC, TWA and ECFS any unexpended funds contributed by each Water Supplier.

5.6 Amendments to the Scope of Work or the TEC are subject to Consensus approval of the Water Suppliers.

5.7 Prior to submission of a new or modified application for a Regional Permit, a response to a request for additional information or clarification from a regulatory agency, acceptance of a proposed Regional Permit or permit conditions or the initiation of legal action pursuant to Section 5.5.16, the Project Manager shall confer with the Project Representatives and obtain the Consensus approval of the Water Suppliers.

6. FUNDING OF WORK.

6.1 The TEC for the Scope of Work is Six Million ($6,000,000) Dollars. The Water Suppliers agree to fund the TEC according to the cost share shown on the table set forth below. The amount of funding for each Water Supplier represents their expected share of the Additional TCR/SJR Quantity. Each Water Supplier's cost share amount of the TEC will be as follows:

Party	Percent	Cost Share Amount	Estimated Volume
Cocoa	6%	$360,000	2.17 MGD
OCU	45%	$2,700,000	15 MGD
OUC	15%	$900,000	5 MGD
TWA	4%	$240,000	1.5 MGD
ECFS	30%	$1,800,000	10 MGD
Total	100%	$6,000,000	33.67 MGD

6.2 All funds provided by the Water Suppliers shall be utilized exclusively for cost for any consultant or other professional retained by the Project Administrator on

behalf of the Water Suppliers and by Consensus of the Water Suppliers for costs incurred for work under this Agreement.

6.3 The Project Administrator shall invoice the Water Suppliers, when the Project Administrator incurs costs for work under this Agreement. The Water Suppliers shall make payments to the Project Administrator within sixty (60) days of receipt of an invoice from the Project Administrator. All payments made pursuant to this Agreement shall reference this Agreement.

6.4 The Project Manager and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more Water Suppliers. In such case, the Water Supplier, who paid for such information shall be reimbursed or credited for the reasonable cost of such information pursuant to this Agreement by Consensus approval of the Water Suppliers.

6.5 Should some or all of the Water Suppliers receive funding for work authorized under this Agreement from any other local, state or federal funding source, said funds will be applied to the total cost specified in Section 6.1 to reduce the aggregate amount paid or to be paid by the Water Suppliers and each Water Supplier will either be reimbursed in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1 or have its remaining contribution balance reduced in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1.

7. DEVELOPMENT OF INFORMATION TO DEMONSTRATE NEED FOR WATER.

7.1 Each Water Supplier will gather and prepare information to support a demand or need for the Additional TCR/SJR Quantity for a requested CUP duration of fifty (50) years relevant to the Water Supplier's use of the Additional TCR/SJR Quantity. This information shall include consideration of conservation measures, reuse of reclaimed water and other factors typically taken into account by the SJRWMD in determining whether the criteria for issuance of a CUP have been

met. This information will be furnished to the Project Administrator. All costs of gathering, preparing and furnishing this information to the Project Manager and responding to questions raised by the SJRWMD regarding this information during the permit review process will be borne solely by the Water Supplier developing this information.

7.2 The Water Suppliers shall communicate with each other regarding their respective demand information and suggest to each other means by which such demand information could be improved, refined or made consistent to better support the permit application for the CUP to withdraw the Additional TCR/SJR Quantity or demonstrate compliance with the SJRWMD's applicable CUP criteria. However nothing in this Agreement shall be construed to authorize or empower a Water Supplier to oppose in any way demand information prepared or presented by another Water Supplier and no Water Supplier shall undertake any such opposition. This limitation includes providing adverse comments or information to the SJRWMD or information to the SJRWMD that attempts to counter the demand information of any other Water Supplier to this Agreement.

8. COOPERATION.

8.1 The Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Water Suppliers to the Project Manager pursuant to Section 7 or information submitted by the Project Manager on behalf of the Water Suppliers in support of any application for a Regional Permit.

8.2 As of the Effective Date, the SJRWMD has issued Cocoa CUP No. 2-095-50245-8 authorizing Cocoa to withdraw and use up to 8.83 MGD annual average from TCR. Cocoa owns, operates and maintains all facilities needed to withdraw up to 8.83 MGD annual average from TCR. The Parties acknowledge and agree that Cocoa CUP No. 2-095-50245-8 constitutes a presently existing legal use of water and therefore, Cocoa is not required to amend or modify CUP No. 2-095-50245-8 as part of its implementation of the TCR/SJR Project. Cocoa's withdrawal and use

of water from TCR pursuant to the authorization provided by CUP No. 2-095-50245-8 is not considered part of the TCR/SJR Project. The other Parties will respect and recognize Cocoa's right to use water from TCR pursuant to CUP No. 2-095-50245-8, and will take no action in implementing the TCR/SJR Project that interferes with or adversely affect Cocoa's right under CUP No. 2-095-50245-8. CUP No.2-095-50245-8 shall take priority over any future permits to withdraw water from TCR which may be issued in furtherance of this Agreement and the TCR/SJR Project so long as the conditions on withdrawals and the allocation of water granted under CUP 2-095-50245-8 is in existence on the Effective Date do not change unless pursuant to an amendment to this Agreement. Cocoa may seek to renew or modify CUP No. 2-095-50245-8 so long as Cocoa does not seek to increase its permitted allocation from TCR above the currently permitted 8.83 MGD annual average, or make other changes to CUP No. 2-095-50245-8 that would adversely affect the yield of the TCR/SJR Project, including ECFS' agricultural component.

8.3 It is understood by the Parties that as part of obtaining the Regional Permits for the TCR/SJR Project, it is necessary to show that the additional water withdrawn from TCR for the TCR/SJR Project will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Water Suppliers agree not to seek any Regional Permits that in any way would undermine Cocoa's present non-interference rights for its usage of TCR. Accordingly, as part of any Regional Permit application, data submission or hearing of any kind for the implementation of the TCR/SJR Project, the Project Administrator on behalf of the Water Suppliers will only present data demonstrating that there will not be any interference with the presently permitted use of TCR by Cocoa, as specified in Section 8.2, based on the following additional two conditions being present: (a) the TCR Levee Improvements planned by the SJRWMD are completed; and, (b) the regulation schedule for TCR is modified by the U.S. Army Corps of Engineers so that the maximum standing pool elevation of TCR is maintained at 46 feet NGVD. This

provision is premised on the continued existence of this Agreement and the other TCR/SJR Project Agreements. With respect to the Water Suppliers only, Cocoa agrees that any Regional Permits obtained under this Agreement will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. If there is a TCR/SJR Project Failure after issuance of one or more Regional Permits, the Parties agree that such Regional Permits shall not constitute any type of legal precedent that the withdrawal of water from TCR will not adversely impact the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Parties further agree that no third party, including, but not limited to any Water Supplier that has withdrawn from this Agreement, may rely upon this Agreement or any other TCR/SJR Project Agreement or the issuance of any Regional Permit, as legal precedent that the withdrawal of water from TCR will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2.

8.4 The Water Suppliers shall not submit a CUP application or otherwise seek a new or modified CUP to withdraw and use water from TCR or the SJR, other than Cocoa's, OUC's and ECFS' pending application for CUP 2-009-125333-1, OCU's pending application for CUP No. 2-095-119798-1 and ECFS' pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1, which conflict with the commitment of the Water Suppliers pursuant to this Agreement to seek a joint CUP on behalf of the Water Suppliers authorizing the Additional TCR/SJR Quantity. This requirement does not prohibit Cocoa from seeking modification, renewal or extension of CUP No. 2-095-50245-8, as specified in Section 8.2.

8.5 Cocoa, OUC and ECFS shall place its pending application for CUP 2-009-125333-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.5.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS shall withdraw their application for CUP No. 2-009-125333-1.

8.5.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS will follow the process set forth in Section 6.4 of the General Implementation Agreement. If Cocoa, OUC and ECFS decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then Cocoa, OUC and ECFS will be free to pursue issuance of their pending application for CUP 2-009-125333-1.

8.6. OCU shall place its pending permit application for CUP No. 2-095-119798-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.6.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU shall withdraw its application for CUP No. 2-095-119798-1.

8.6.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, OCU will follow the process set forth in Section 6.4 of the General Implementation Agreement. If OCU decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OCU will be free to pursue issuance of its pending application for CUP 2-095-119798-1.

8.7 ECFS shall place its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional SJR/TCR Quantity. ECFS may submit information to the SJRWMD indicating its desire that CUP No. 2-095-115794-1 and 2-097-118375-1 be issued simultaneously with, or following issuance of, a single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. ECFS may also request the SJRWMD modify any application or proposed agency action for CUP Nos. 2-095-115794-1 and 2-097-118375-1 to have these CUPs issued for a combined volume of up to 8 MGD, annual average, and a duration commensurate with the duration of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. Regardless of when the single, joint CUP and CUP Nos. 2-095-115794-1 and 2-097-118375-1 are issued, the Parties shall treat all three permits as having been simultaneously issued for purposes of determining their existing legal use status. The other Water Suppliers shall not object to or oppose ECFS' requests or directions regarding CUP Nos. 2-095-115794 and 2-097-118375-1 allowed under this Agreement. Nothing in this Agreement shall prevent ECFS from applying for and obtaining temporary CUPs for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use and the other Water Suppliers shall not hinder or oppose any applications for temporary CUPs obtained by ECFS for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use prior to issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional SJR/TCR Quantity.

8.7.1 Upon a notice of intent to issue a permit or similar declaration of forthcoming final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU and TWA agree to take such actions in the administrative case proceedings identified by State of Florida Division of Administrative Hearings (DOAH) Case No. 11-003968 and SJRWMD File of Record No. 2011-48 as

necessary to allow ECFS, at its election, to obtain CUP No. 2-097-118375-1 simultaneously with, or following issuance of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity and for a duration corresponding to the single joint CUP.

8.7.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, ECFS, OCU and TWA will follow the process set forth in Section 6.4 of the General Implementation Agreement. If ECFS decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then ECFS shall be free to pursue issuance of its pending applications for CUP 2-095-115794 and 2-097-118375-1 and OCU and TWA shall be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48. Additionally, should OCU or TWA decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OUC or TWA will be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48.

8.8 In lieu of the provisions of Section 8.7, above, the Water Suppliers may decide by Consensus for ECFS to include the allocations set forth in CUP Nos. 2-095-115794-1 and 2-097-118375-1 into the single, joint CUP issued to the Water Suppliers for the Additional TCR/SJR Quantity. If the Water Suppliers so decide, then ECFS shall place its pending applications for CUP No. 2-095-115794-1 and 2-097-118375-1 in abeyance pending issuance of a single, joint CUP by the

SJRWMD to the Water Suppliers, at which point ECFS shall withdraw its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1.

8.9 Individual Water Suppliers shall not submit an application for any permit that would prevent issuance of any of the Regional Permits, would cause the reduction of the amount of water allocable to the Water Suppliers in any CUP or any other applicable Regional Permit to be issued for the TCR/SJR Project, or would cause conditions to be appended to any Regional Permit that would increase the overall cost of implementing the TCR/SJR Project. Notwithstanding the foregoing and subject to Section 8.4, this Agreement shall not prevent or prohibit Cocoa from submitting any application to obtain any new permit or modification to any existing permit that may be necessary or required by law to maintain, repair or improve the operations of the Dyal WTP.

8.10 Except as authorized by Section 5.5, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any Regional Permit sought by the Project Administrator on behalf of the Water Suppliers pursuant to this Agreement including, but not limited, to the single joint CUP application submitted on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity.

8.11 The Parties shall not legally challenge or support any legal challenge against any proposed or final agency action with regards to any modification, renewal or extension of Cocoa's presently permitted use of TCR pursuant to CUP No. 2-095-50245-8, as specified in Section 8.2.

8.12 The Water Suppliers shall not oppose, legally challenge or support any legal challenge against any proposed or final agency action with regards to the issuance of CUP Nos. 2-095-115794-1 and 2-097-118375-1, as long as long as these permits are issued contemporaneously with, or subsequent to, the single joint CUP requested by the Project Administrator on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity and ECFS does not seek to increase a

combined permitted allocation from TCR above 8 MGD annual average, or make other changes to the applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 that would interfere with Cocoa's presently permitted use of TCR, as specified in Sections 8.2 and 8.3 or that would interfere with the TCR/SJR Project; provided, however, ECFS shall provide the other Water Suppliers a copy of the modified application and supporting material at least sixty (60) days prior to filing any changes to its applications and the other Water Suppliers shall notify ECFS at least sixty (60) days after receipt of such notice of their concerns with the changes to ECFS' applications. ECFS and the other Water Suppliers may mutually agree to change the deadlines in this Section. Additionally, the Water Suppliers shall not legally challenge or support any legal challenge against any temporary CUP obtained by ECFS to withdraw water from TCR, as long as the total combined permitted allocation of all temporary CUPs from TCR is equal to or less than 8 MGD annual average.

8.13 Under this Agreement, FRI's obligation shall be limited to the following:

8.13.1 Providing information requested by the Project Manager relating to ownership of: (a) the land underlying and adjoining TCR, (b) any facility required to discharge water from the SJR to TCR; and (c) any facility required to withdraw water from TCR;

8.13.2 Providing such consent as required by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit;

8.13.3 Providing such temporary right-of-entry as needed by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit; and

8.13.4 Transferring appropriate easements over any real property involving the SJR intake, raw water transmission lines, the TCR discharge structure and

the TCR intake structure, as specified in **Exhibit A** and required by the Project Manager in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Such easements shall be acquired according to the process provided for in the General Implementation Agreement.

8.14 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real property owned by FRI or any portion thereof for the duration of this Agreement. Immediately upon the Effective Date, the Parties shall execute the Notice of Agreement referenced in the General Implementation Agreement. The Notice of Agreement shall be recorded in accordance with the General Implementation Agreement. The Water Suppliers agree to release their rights under this section whenever FRI conveys any interest in real property to a third party; provided, the third party agrees to be bound by FRI's agreements, commitments, obligations and representations under this Agreement, as covenants running with the property interest acquired from FRI and further agrees to recordation of a new Notice of Agreement in accordance with the General Implementation Agreement. No later than thirty (30) days after the acquisition of the final easement interests over real property required by this Agreement, or upon termination of this Agreement, whichever occurs first, the Project Administrator shall execute and record the Notice of Terminating Agreement in accordance with the General Implementation Agreement.

9. WITHDRAWAL OF A WATER SUPPLIER. At any time, a Water Supplier may, at its option and upon written notice to the Project Administrator and all other Water Suppliers, withdraw from further participation in the Agreement, as follows:

9.1 Upon delivery of the notice of withdrawal and proof of the Water Supplier's withdrawal from all the other TCR/SJR Project Agreements, the Water Supplier shall no longer have any rights of participation in this Agreement, shall notify the appropriate regulatory agencies of its withdrawal from any Regional Permits and any applications for Regional Permits obtained or applied for under this Agreement and file the necessary legal instrument confirming it no longer has any legal interest in any real property acquired pursuant to this Agreement. A withdrawing Water Supplier right to seek a CUP to withdraw water from TCR shall be governed by the General Implementation Agreement. A withdrawing Water Supplier shall remain liable for payment of its share of costs related to a contract between the Project Administrator and a third party, which has been executed by the Project Administrator prior to the Water Supplier's withdrawal.

9.2 Upon notice of the effective withdrawal by a Water Supplier from this Agreement, the Project Administrator shall discontinue all work on the Regional Permits and ask for appropriate permit review extensions, while the remaining Water Suppliers convene to discuss the continued feasibility of the TCR/SJR Project. Within ninety (90) days of receiving notice of the effective withdrawal by a Water Supplier from this Agreement, the remaining Water Suppliers will decide by Consensus whether to terminate or amend this Agreement. If the remaining Water Suppliers do not decide by Consensus to terminate the Agreement, then the Project Administrator shall move forward with obtaining the Regional Permits and the withdrawing Water Supplier's cost share percentage and amount shall be assigned on a pro rata basis among the remaining Water Suppliers excluding the withdrawing Water Supplier's cost allocation from the total, unless the Agreement is amended by the Consensus approval of the remaining Water Sup-

pliers to allocate the withdrawing Water Supplier's cost allocation in some other fashion.

10. SUBSTITUTION OF WATER SUPPLIERS AND ASSIGNMENT OF THIS AGREEMENT TO OTHER WATER SUPPLIERS.

10.1 **Substitution**. As a matter of right, a new party may be substituted for an existing Party, if the new party agrees to enter this Agreement and fully perform all obligations of the existing Party. Prior to the substitution taking effect, the existing Party must notify the other Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal shall not apply when one existing Party is substituted for another existing Party.

10.2 **Assignment**. As a matter of right, this Agreement may be assigned by a Party, in part, to a new party if the new party agrees to enter into this Agreement and fully perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Water Supplier must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Water Suppliers, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Water Suppliers accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Water Suppliers shall be considered to have waived their right of first refusal. The preceding fright of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

11. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently pursue a Regional Permit outside the process described herein.

12. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

13. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

14. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

14.1 **Parties' Common Interest.** The Parties have a common interest in seeking any Regional Permit in accordance with the approved Scope of Work. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to the issuance of any Regional Permit and any related litigation.

14.2 **Sharing Confidential Information with Other Parties.** No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

14.3 **Using Confidential Information from Another Party.** Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.

14.4 **Disclosure of Confidential Information to Third Parties.** If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public records request or otherwise, any or all of the Confidential Information or any other documents or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert any and all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the disclosure of the Confidential Information, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes, and is not otherwise exempt from production, the

originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes, or other applicable requests for disclosure shall not be deemed to have violated this Section.

15. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

16. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail and by email to the Party's Project Representatives or Project Administrator. All notices shall be delivered or sent to the Parties at their respective ad-

dress shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:

City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

With copy to:

Utilities Director
City of Cocoa
351 Shearer Boulevard
Cocoa, Florida 32922

City Attorney
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

As to County:

County Administrator
Orange County Government
P.O. Box 1393
Orlando, Florida 32802

With copy to:

Utilities Director
Orange County Utilities
9150 Curry Ford Road
Orlando, Florida 32825

County Attorney
Orange County Attorney's Office
P.O. Box 1393
Orlando, Florida 32802

As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314
As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

17. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.

18. WAIVER. No failure by a Party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement.

19. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.

20. GOVERNING LAW AND VENUE. The Parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

21. LIABILITY AND INSURANCE.

21.1 **Sovereign Immunity**. Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the

waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.

21.2 **Indemnification**. All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), sub-consultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement or work and access to any of the property of the Parties.

21.3 **Insurance**. All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all reasonable efforts to incorporate FRI's comments into the contracts and sub-contracts as applicable.

22. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

23. CONSTRUCTION OF AGREEMENT.

23.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without re-

gard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

23.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."

23.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

23.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

23.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

23.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

23.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

23.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

24. TERM, TERMINATION.

24.1 The term of this Agreement commences upon its Effective Date and shall remain in effect for an initial term until completion of the Scope of Work or ten (10) years from the Effective Date, whichever is less, unless renewed by Consensus of all the Parties prior to the expiration date. The initial term shall be tolled by any pending legal challenges to issuance of any Regional Permit.

24.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

24.2.1 The General Implementation Agreement should terminate; or

24.2.1 Upon Consensus of all the Parties at any time.

25. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

25. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

26. DEFAULT AND REMEDY.

26.1 **Default**. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation,

representation or warranty contained in or arising out of this Agreement, shall constitute a Default under this Agreement.

26.2 **Notice of Default and Opportunity to Cure**. Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 16, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

26.3 **Remedy for Default**. For any Default not cured as provided in Section 26.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.

26.4 **Mediation**. Prior to seeking any remedy for a Default as provided in Section 26.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted ex-

peditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

26.5 **Force Majeure Event**. In the event that performance of this Agreement by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

27. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent Cocoa from collecting its attorney's fees, costs and expenses to fund the Scope of Work.

28. MISCELLANEOUS PROVISIONS.

28.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

28.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run

until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

28.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

ORLANDO UTILITIES COMMISSION

_____

Print Name

By: _____

Kenneth P. Ksionek,
General Manager & CEO

_____

Approved as to form and legality,
OUC Legal Department

By: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITYT
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

(SEAL)

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: _____

ATTEST:

_____
Clarence L. Thacker, Secretary

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____

K. Erik Jacobsen, President

Attest: _____

Date: _____

Approved as to Form:

_____

Eric T. Olsen, Esq.
Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: _____
Don M. Sleight, Chief Executive Officer

Attest: _____

Date: _____

Approved as to Form:

_____
Eric T. Olsen, Esq.,
Legal Counsel

EXHIBIT A – REGIONAL PERMITS

PERMIT	PERMITTEE OR SIGNATOR
CUP – Permit to withdraw the Additional TCR/SJR Quantity from the TCR/SJR Project	All Water Suppliers.
NEPA – Determination of a documentation level class of action, Categorical Exclusion, an Environmental Assessment and Finding of No Significant Impact or Environmental Impact Statement and Record of Decision for environmental effects of TCR/SJR Project	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
ERP – Construction of SJR intake structure(s), raw water pipelines from the SJR to TCR, TCR discharge structure, and TCR intake structure(s) and associated Authorization to Use Sovereign Submerged Lands	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
404 Permit – Construction of the SJR intake structure, raw water pipelines from the SJR to TCR, TCR discharge structure(s), and TCR intake structure.	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
NPDES Permit – Discharge of SJR Water into TCR (does not encompass separate NPDES Permits for construction activities)	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
Lease or Other Authorization for Use of State Lands – If the SJR intake(s) is located on the Tosohotchee State Preserve or other state owned lands.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in SJR Intake – If the SJR intake is not located on the Tosohotchee State Preserve or other state owned lands, then a legal instrument demonstrating a proprietary interest in the location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in Raw Water Transmission Lines – Legal instrument demonstrating a proprietary interest in the route of the raw water pipelines from the SJR to TCR will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Discharge Structure – Legal instrument demonstrating a proprietary interest in the location of the discharge structure on the L-73 levee or another location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Intake Structure – If TCR intake structure is different from the one currently owned and operated by the City or, if the existing intake structure will need to be modified, a legal instrument demonstrating a proprietary interest in the location of the intake structure on the L-73 levee will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.

EXHIBIT B – SUMMARY SCOPE OF WORK

INTRODUCTION

The work contemplated under this Agreement is to prepare permit applications and obtain the Regional Permits for the TCR/SJR Project. The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that multiple consultants that provide services including but not limited to engineering, surveying, environmental, geotechnical, hydrogeological, water quality, ground, surface and hydraulic modeling, public water supply demand projections, property acquisition, public relations, appraisal and legal services may be required.

TASK 1 – PERMIT ENGINEER REPORT TASK

In order to meet Regional Permit application requirements, the consultant selected under this Agreement shall prepare a comprehensive Permit Engineering Report. At the direction of the Project Administrator, this Permit Engineering Report shall either be a new engineering report or an update to the Preliminary Design Report completed by the Water Suppliers in 2009. In addition, to meeting Regional Permit application requirements, the Permit Engineering Report may contain additional efforts as specified under this Agreement.

TASK 2 – CUP APPLICATION PREPARATION

There are three primary demonstrations required of a CUP applicant: the use of water is needed and a reasonable-beneficial use, the use of water will not interfere with the any presently existing legal use of water, and the use of water is consistent with the public interest. The Additional TCR/SJR Quantity will be a new use from the SJR and an increase of an existing use from TCR.

The underlying concept of the CUP application process is that the Water Suppliers will provide water supply utility-specific information on their systems that is relevant to the application process relative to the conditions for issuance of a CUP with a fifty (50) year duration. The technical consultant will consolidate this information into a single body of work that represents the Water Suppliers' participation individually and as a whole. The CUP application will be compartmentalized consisting of the completed application document with supporting documents for the various demonstrations and supplemental information provided as attachments.

This task will include development of a hydrologic model, including a system operation schedule and mixing analysis for the SJR and TCR water supply to estimate the available yield and reliability of the system. The system operation schedule used in the modeling is intended to function within the constraints of the revised TCR regulation schedule and any existing MFLs on the SJR and Taylor Creek, considering the water quality of the SJR and resulting in acceptable water quality. This mixing analysis will also consider the impact of water from the SJR on the use of TCR for agricultural purposes as set forth in greater detail in Task 6 below.

It is assumed that existing documents provide much of the technical water resource evaluation information that would be required to support the CUP application. Technical documents that could be used include:

- Final and draft MFL documents on the SJR and Taylor Creek prepared by the SJRWMD Water Supply impact Study.
- SJR/TCR Water Supply Project Environmental Information Document and Preliminary Design Engineering Report (2009 EID), CH2M/PB Water Joint Venture, Orlando, Florida, September 2009
- Technical Publication SJ2006-2: District Water Supply Plan – 2005, SJRWMD, Palatka, Florida, 2006.
- CFWI Plan

TASK 3 – NEPA

A NEPA determination is triggered by major federal action. Major federal action in this context could be a major federal permit, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, or federal funding. NEPA could be triggered by a 404 Permit for improvements to the L-73 levee and expansion of the S-164 structure, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, a 404 Permit for the SJR intake structure, a 404 Permit for the TCR discharge structure, a 404 Permit for a new TCR intake structure or modification to the existing TCR intake structure, an NPDES Permit for the discharge of SJR water to TCR, or the receipt of Federal Funding. As part of this task, close coordination with the SJRWMD regarding their improvements to the L-73 levee, expansion of the S-164 structure and modification of the U.S. Army Corps of Engineers' regulation schedule for TCR is required. If NEPA is triggered, an Environmental Information Document and a Categorical Exclusion, Environmental Assessment or an Environmental Information Statement will be needed. The outcome of meetings with the U.S. Army Corps of Engineers and the SJRWMD will provide the direction needed for a NEPA determination, the level of documents needed and the integration of similar work-product by the SJRWMD and the Water Suppliers with regards to the TCR/SJR Project.

It is assumed that at a minimum an Environmental Information Document level analysis will be required. It is further assumed that the 2009 EID would be the starting point for the NEPA analysis.

TASK 4 – JOINT ERP/404 PERMIT AND AUTHORIZATION FOR USE OF SOVEREIGN SUBMERGED LAND PERMIT APPLICATION

At least one and possibly more than one Joint Application for Individual and Conceptual Environmental Resource Permit/Authorization to Use State Owned Submerged Lands/Federal Dredge and Fill Permit will be required for construction of the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure, a new TCR intake structure or modifications to the existing TCR intake structure and Dyal WTP modifications. This task may include the consideration of effects on threatened and endangered species, and historical and cultural resources.

A joint application was prepared as part of the 2009 EID. It is assumed this application would be the starting point for any joint application(s).

TASK 5 – NPDES PERMIT APPLICATION

An NPDES Permit may be needed to discharge water withdrawn from the SJR into TCR from blending differing qualities of water. This can be determined with coordination with the Department of Environmental Protection. It is assumed this determination will take into account the mixing analysis described above in connection with Task 2.

TASK 6 – LEASE OR OTHER AUTHORIZATION FOR USE OF STATE LANDS AND PROPRIETARY INTERESTS IN PROJECT FACILITIES

The ERP and 404 Permit will require ownership or control of the property on which the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure and possibly the TCR intake structure. The 2009 Environmental Information Document/Preliminary Design Report assumed the SJR intake structure would be located on the Tosohotchee State Preserve. If that proves to be the ultimate location, then a long-term lease or other authorization from the State of Florida will need to be obtained. If an alternative location for the SJR intake structure is selected, then legal instruments demonstrating a proprietary interest in the underlying real estate will be required. Similarly legal instruments demonstrating a proprietary interest in the underlying real estate in the route of the raw water pipelines from the SJR to TCR

will be required. Since the SJRWMD has an interest in the land comprising the L-73 Levee as part of a project administered on behalf of the United States Army Corps of Engineers, a legal instrument demonstrating a proprietary interest in the location of the TCR discharge structure will be required. Finally, for the same reasons expressed with regards to the proposed TCR discharge structure, a legal instrument demonstrating a proprietary interest may need to be obtained for the TCR intake structure.

TASK 7 – JOINT USE EVALUATION

As specified under this Agreement, prepare an evaluation of the effect of the construction and operation of the TCR/SJR Project on water quality in TCR, which may include a mixing analysis for the SJR and TCR waters. As specified under this Agreement, the technical consultant will conduct this evaluation in the manner specified in the General Implementation Agreement. The agricultural water quality parameters to be considered in this evaluation are Chlorides, Sodium, Specific Conductance, Fluoride, Total Phosphorus and Total Nitrogen. This information will be used to determine any constraints on the quality of water in TCR as part of the basis for developing operating protocols that will maximize the yield of TCR for public water supply and protect the quality of water used for agricultural purposes.

As specified under this Agreement, develop plans, tools and protocols for the operation of all phases of the TCR/SJR Project to achieve the following: (a) ensure compliance with the MFLs and other constraints on the withdrawal of water from the TCR and SJR; (b) protect the presently permitted use of TCR by Cocoa, as specified in Section 8.2; (c) maximize the yield and protect the water quality of TCR for both public water supply and agricultural purposes, as specified in the General Implementation Agreement; and (d) allow ECFS for the agricultural water supply portion, and the Water Suppliers for the public water supply portion, of the TCR/SJR Project to withdraw water as frequently as possible and to the greatest extent possible to achieve the water allotments specified in the General Implementation Agreement. These plans, tools and protocols may include a system operation schedule. The technical consultant shall submit these plans, tools and protocols to the Water Suppliers for review and approval. Approval of the plans, tools and protocols shall be as specified in the General Implementation Agreement.

TASK 8 – COMMUNICATIONS AND COORDINATION

During the course of this project, regularly scheduled meetings and milestone specific meetings will be necessary to keep the team current on project events and to obtain timely interactions, input and comments on, and approval of project deliverables. For this project, monthly project meetings with the Water Suppliers should be planned.

Additionally, the project may include the following components:

- Public involvement strategy
- Outreach activities
- Media outlet list
- Property owner and interested parties mailing list
- Public involvement schedule
- Local government coordination strategy
- Public meeting strategy.

TASK 9 – REGIONAL PERMIT COMPLIANCE

In the event that a Regional Permit is issued prior to the initiation of Phase 2 of the TCR/SJR Project as described in the General Implementation Agreement, the Water Suppliers may be required to initiate compliance activities. The scope and frequency of these compliance activities is presently unknown but could include, but not be limited to, hydrologic monitoring or water quality sampling. As specified under this Agreement, the consultant will initiate and maintain compliance with Regional Permits.

Final Signature Version

TCR/SJR PROJECT LAND TRUST AGREEMENT

THIS TCR/SJR PROJECT LAND TRUST AGREEMENT ("Agreement") is made entered into this _____ day of _____, 2017 by and between:

CITY OF COCOA, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922 ("Trustee"); and

CITY OF COCOA, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922 (in its capacity as a Beneficiary hereunder, as opposed to Trustee, "Cocoa");

ORANGE COUNTY, a charter county and a political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802 ("Orange County");

EAST CENTRAL FLORIDA SERVICES, INC., a Florida corporation, whose address is 4550 Deer Park Road, St. Cloud, Florida 34773 ("ECFS");

ORLANDO UTILITIES COMMISSION, a statutory commission within the government of the City of Orlando created by special act of the Florida Legislature, whose address is Reliable Plaza, 100 West Anderson Street, Orlando, Florida 32802 ("OUC");

TOHOPEKALIGA WATER AUTHORITY, a special district created by special act of the Florida Legislature, whose address is 951 MLK Boulevard, Kissimmee, Florida 34741 ("TWA" and collectively with Cocoa, Orange County, ECFS, and OUC, the "Beneficiaries" and singly, a "Beneficiary"); and

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a Florida public entity created under Chapter 373, Florida Statutes, whose address is Post Office Box 1429, Palatka, Florida 32178 ("SJRWMD").

BACKGROUND

WHEREAS, the Beneficiaries, together with Farmland Reserve, Inc., are parties to that certain Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement dated _____ (the "GIA") which, among other things, contemplates the development of the TCR/SJR Project which includes use of the Taylor Creek Reservoir (as such terms are more particularly identified and described in the GIA) as a regional public water supply source; and

WHEREAS, the GIA provides that, in connection with the development of the TCR/SJR Project as a regional public water supply source, Farmland Reserve, Inc., as the owner of the lands upon which the Taylor Creek Reservoir is situated, will grant a drainage, flowage and storage easement over a portion of the lands upon which the Taylor Creek Reservoir is located pursuant to an easement agreement the form of which is attached as Exhibit A to this Agreement (the "Easement"); and

WHEREAS, the GIA contemplates that Trustee, solely in its capacity as trustee, will hold title to the easements and other property interests created and established under the Easement in trust on behalf of and for the account of the Beneficiaries; and

WHEREAS, the Beneficiaries desire to appoint and authorize Trustee, subject to the terms and provisions of this Agreement, to take title to the property interests arising under the Easement; and

WHEREAS, the Beneficiaries acknowledge that pursuant to the provisions of the GIA that Cocoa, in its capacity as Project Administrator in accordance with the GIA and not in its capacity as trustee hereunder, has certain duties and responsibilities pertaining to the development of the TCR/SJR Project, as said term is used in the GIA, as more particularly provided therein and that such duties and responsibilities are separate and distinct from its responsibilities as Trustee hereunder;

WHEREAS, the GIA further provides that in the event of a TCR/SJR Project Failure, as defined in the GIA, SJRWMD and Cocoa shall have a period of up to twenty (20) years from the occurrence of a TCR/SJR Project Failure in order to identify alternate entities to participate in the TCR/SJR Project; and

WHEREAS, Trustee, the Beneficiaries, and SJRWMD desire to memorialize the rights of SJRWMD under this Agreement in the event of a TCR/SJR Project Failure.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Trustee, the Beneficiaries, and SJRWMD agree as follows:

ARTICLE I
Description of Property

By execution of this Agreement, the Beneficiaries hereby authorize and direct Trustee to execute the Easement and to accept title to the easements and other property interests arising therefrom. For purposes of this Agreement, the easements and other property interests arising from the Easement are hereinafter referred to as the "Property."

ARTICLE II
Declaration of Trust

Trustee hereby acknowledges and declares that the Property will be held by Trustee, in trust, in accordance with the terms of this Agreement and section 689.071, Florida Statutes.

ARTICLE III
Nature of the Beneficiaries' Interest in the Property

Trustee and the Beneficiaries agree that the Beneficiaries' beneficial interest in the Property shall be owned in equal shares as tenants in common and shall consist solely of a power of direction to deal with title to the Property but only as provided herein and subject to the terms of the GIA. The Beneficiaries' interest in the Property arising hereunder shall be deemed to be real property and may be treated, assigned, and transferred as such, and will be so treated for all purposes. Provided however, each Beneficiary acknowledges that it shall have no power to

transfer its interest hereunder unless such Beneficiary shall have first complied with the provisions of Section 11 of the GIA. Any attempted or purported transfer by any Beneficiary of its interest hereunder in the absence of compliance with the provisions of Section 11 of the GIA shall be null and void and of no legal effect. Further, upon any Beneficiary's withdrawal from the GIA as permitted by the provisions of Section 10 of the GIA, such Beneficiary shall transfer its interest hereunder to the remaining Beneficiaries in equal shares. Provided however, should such Beneficiary's withdrawal trigger a TCR/SJR Project Failure, then such Beneficiary shall transfer its interest hereunder to SJRWMD. Should any withdrawing Beneficiary fail to transfer its interest as provided above following written demand from the Trustee, then such Beneficiary shall be deemed to have appointed the Trustee as its attorney-in-fact who shall be conclusively authorized to transfer such Beneficiary's interest to the remaining Beneficiaries or SJRWMD, as the case may be, in accordance with the previous sentences. In such event, the Trustee's right shall be deemed coupled with an interest and shall be irrevocable. Each Beneficiary specifically acknowledges that, at the time of Trustee's receipt of the Property, that such Beneficiary shall not have, and each Beneficiary does hereby specifically disclaim any right, title, or interest in or to any portion of the Property as such, either legal or equitable, but only the power of direction to deal with title to the Property, it being the intention of this instrument to vest the full legal and equitable title to the Property in the Trustee subject to the terms hereof.

ARTICLE IV
Transfer of Beneficial Interest

In addition to the restrictions on the transfer of beneficial interests under this Agreement as are set forth in Article III above, no transfers by any Beneficiary of its interest under this Agreement shall be binding on Trustee until the original or duplicate copy of the transfer, in the form as Trustee may reasonably approve, is delivered to Trustee and Trustee's written acceptance thereof is indicated. Any transfer not so delivered to Trustee shall be void as to all subsequent transferees or purchasers. Trustee may condition its acceptance of any such transfer upon the execution by the transferee under such transfer of a joinder or amendment to this Agreement acknowledging such transferee's consent to the terms hereof.

ARTICLE V
Advances by Trustee

The Beneficiaries acknowledge that Trustee shall have no obligation or authority hereunder to advance any money on account of Trustee's duties arising hereunder, and Trustee shall have no obligation to make any payment to any third party on account of or relating to the Property until the Beneficiaries shall have made provision therefor in a manner which is reasonably acceptable to the Beneficiaries and Trustee. Subject to the foregoing sentence, the Beneficiaries acknowledge that the GIA and the Easement require the payment of a fee to Farmland Reserve Inc., or its successors or assigns, referred to in the Easement as the "Annual Storage Fee Payment." Cocoa, in its capacity as Project Administrator in accordance with the GIA and not in its capacity as Trustee hereunder, shall be responsible for payment of the Annual Storage Fee Payment in the manner required by the Easement. Cocoa shall be entitled to be reimbursed for payment of the Storage Fee in the amounts and the manner as is provided in the GIA or as provided in the Wholesale Water Supply Contract(s) among the Beneficiaries and Cocoa.

ARTICLE VI
Third Party Reliance

No party dealing with Trustee in relation to the Property in any manner whatsoever shall be obliged to inquire into the necessity or expediency of, or authority for, any act of Trustee or as to the provisions of this instrument.

ARTICLE VII
Resignation/Removal and Replacement of Trustee

Trustee may resign at any time by sending a written notice of its intention to do so to the Beneficiaries at their respective addresses set forth in the introductory paragraph of this Agreement, or such other address as any Beneficiary may from time to time designate by written notice. In the event of the Trustee's resignation, a successor may be appointed by the Consensus (as said term is used in the GIA) of the Beneficiaries, whose appointment will be evidenced by a written acceptance executed by such successor trustee a copy of which shall be delivered to Trustee. Upon receipt of the successor trustee's notice of acceptance, Trustee shall convey the

Property to the successor trustee in trust and thereafter be released from any future obligations arising hereunder.

Should the Beneficiaries fail to appoint a successor trustee within sixty (60) days from the date that Trustee furnished the Beneficiaries with notice of its resignation, then either Trustee or any Beneficiary may apply to the Circuit Court in and for Orange County or Osceola County, Florida for appointment of a successor trustee or other appropriate relief.

The Trustee may be removed at any time by the Consensus (as defined in the GIA) of the Beneficiaries. Further, upon the occurrence of any breach of this Agreement or the Easement on the part of the Trustee or any breach of the GIA on the part of Cocoa (but only if Cocoa is then serving in the capacity as Trustee hereunder), then the Beneficiaries other than Cocoa may apply to the Circuit Court in and for Orange County or Osceola County, Florida for removal of the Trustee and for appointment of a successor trustee.

Every successor trustee appointed shall become fully vested with all the estate, properties, rights, powers, trusts, duties, and obligations of its predecessor.

ARTICLE VIII
Powers and Duties of Trustee

While the Trustee is the sole owner of the easement interest and any other property held by it hereunder, and so far as third parties are concerned, has full power to deal with the easement interest and any other property held by it hereunder; it is understood and agreed by Trustee and the Beneficiaries that Trustee will deal with the Property only when authorized to do so in writing by all of the Beneficiaries, and it will, on the written direction of all of the Beneficiaries deal with the Property, or any part, and with the disposition of the proceeds from any disposition of the Property; provided, however, that the Trustee solely in its capacity as Trustee shall not be required without its consent to enter into any personal obligation or liability in dealing with the Property or to be itself liable for any damages, costs, expenses, fines, or penalties on account thereof. Otherwise, the Trustee shall not be required to inquire into the propriety or purpose of any direction received by Trustee from the Beneficiaries. Provided however, Trustee and the Beneficiaries acknowledge that Cocoa, in its capacity as Project Administrator in accordance with the GIA and not in its capacity as either Trustee or a Beneficiary hereunder, has the responsibility for implementation of several phases of the TCR/SJR Project and that the performance of those responsibilities by Cocoa

shall be conducted in its capacity as Project Administrator in accordance with the GIA and not as either Trustee or a Beneficiary hereunder. The Beneficiaries acknowledge and agree that the Easement and the GIA grant Cocoa sufficient authority in its capacity as Project Administrator in accordance with the GIA to accept such responsibilities and, subject to satisfaction of the provisions of the GIA, no further consent or approval shall be required under this Agreement in order for Cocoa in its capacity as Project Administrator in accordance with the GIA to carry out and perform those responsibilities.

Notwithstanding the foregoing or any provision to the contrary contained herein, it is the intent of Trustee and the Beneficiaries that the trust established by this Agreement qualify as a "Land Trust", as defined in the Florida Land Trust Act codified at section 689.071, Florida Statutes ("Act"). Accordingly, the powers and duties of the Trustee hereunder shall be coextensive with, but not broader than, those permitted trustees pursuant to the Act and any provision of this Agreement which provides or which can be construed as affording Trustee with greater powers or imposing upon Trustee additional duties beyond those permitted or provided by the Act shall be interpreted as furnishing Trustee with no greater powers or duties than permitted under the Act.

ARTICLE IX
Rights and Duties of Beneficiaries

Subject to the terms and provisions of the GIA, the Beneficiaries shall have and retain (except as otherwise expressly provided) the management of the Property and control of the making of any disposition thereof, and the Beneficiaries shall be entitled to collect and handle the proceeds of any disposition of the Property. The Trustee in its capacity as trustee hereunder shall not be called on to do anything with respect to the management or control of the Property, the payment of taxes or assessments, insurance, litigation, or otherwise, except on written direction of all of the Beneficiaries as provided, and only after the payment to it of all money necessary to carry out the instructions. Notwithstanding the foregoing or any provision to the contrary contained herein, the Beneficiaries acknowledge that Cocoa, in its capacity as Project Administrator in accordance with the GIA, has been appointed and is authorized to manage, develop and otherwise deal with the Property on behalf of the Beneficiaries and in accordance with and subject to the terms of the GIA. Trustee and the Beneficiaries acknowledge that it is their mutual intent that the provisions of this

Agreement be interpreted in a manner so as to fully authorize Cocoa, in its capacity as Project Administrator in accordance with the GIA, to manage, develop and otherwise deal with the Property in all ways necessary to accomplish the intent and purpose of the GIA.

ARTICLE X
Appointment of Standby Beneficiary

SJRWMD shall serve as a standby beneficiary under this Agreement. In such capacity, SJRWMD shall have no rights hereunder until such time, if ever, that a TCR/SJR Project Failure should occur under the terms of the GIA and SJRWMD shall have received a transfer of beneficial interest hereunder in accordance with the provisions of Article III. Upon the occurrence of such events, then SJRWMD shall be deemed to (i) have been admitted as a beneficiary hereunder; (ii) have consented to the terms of this Agreement; and (iii) have such rights and duties as are afforded to and owed by any of the then existing Beneficiaries as provided by this Agreement and, specifically, Article IX above. Provided however, SJRWMD's admission as a beneficiary under this Agreement shall be for the limited purpose of identifying an alternate entity or entities to receive public water supply from the TCR/SJR Project under the terms and conditions set forth in the GIA for water suppliers, and nothing contained herein shall be deemed to make SJRWMD liable for any expenses or obligations arising under this Agreement, the Easement, the GIA, or any other document implementing the TCR/SJR Project in the absence of an express undertaking on the part of SJRWMD. In the event that SJRWMD and Cocoa identifies one or more alternate entities to receive public water from the TCR/SJR Project prior to the termination of this Agreement, then such alternate entities shall be deemed to have become beneficiaries under this Agreement upon delivery of a transfer of beneficial interest from SJRWMD in favor of such alternate water suppliers; which transfer shall be in writing executed by SJRWMD and the alternative entities and recorded in the public records of Orange and Osceola Counties.

ARTICLE XI
Termination of Trust

This trust shall continue until the earlier of (i) the termination of the Easement; or (ii) 5:00 p.m. on the date constituting the twenty year anniversary of the date of a TCR/SJR Project Failure as defined in the GIA. In the event of termination of this trust, the Trustee shall execute and deliver to Farmland Reserve, Inc., or its successor(s) in title to the Taylor Creek Reservoir, a quit claim

deed releasing and terminating any interest which the Trustee and the Beneficiaries, or SJRWMD, as the case may be, may then possess in the Easement.

ARTICLE XII
Compensation of Trustee

Trustee acknowledges that Trustee shall be entitled to no compensation for its services hereunder as Trustee. Provided however, nothing contained herein shall be deemed to affect Cocoa's right, in its capacity as Project Administrator in accordance with the GIA, to collect any receipts or other sums which it may be due in accordance with the GIA or any agreement attached thereto or referenced therein to which it may be a party.

ARTICLE XIII
Binding on Successors

The terms and conditions of this Agreement shall inure to the benefit of and be binding on any successor to Trustee and on all successors in interest of the Beneficiaries.

ARTICLE XIV
Governing Law

This Agreement shall be construed and regulated and its validity and effect shall be determined by the laws of Florida as such laws may from time to time exist. Specifically, Trustee and the Beneficiaries declare that this Agreement is intended to be construed as a Land Trust under the Act and that thereafter the rights, duties and privileges of Trustee and the Beneficiaries hereunder shall be as provided in and subject to the provisions of the Act. As further clarification of the foregoing declaration of intent, Trustee and the Beneficiaries hereby agree that this Agreement and the trust created hereby shall not be subject to the provisions of Chapter 518, Florida Statutes, including but not limited to application of the "Prudent Investor Rule", nor shall the provisions of the Florida Uniform Principal and Income Act be applicable to this trust.

ARTICLE XV
Notice

All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice

sent by certified mail or registered mail is received by the Party upon which notice is given. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties:

As to COCOA:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922
	City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to ORANGE COUNTY:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
	County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802
As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741

With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With a copy to:	Hopping Green & Sams P.O. Box 6526 Tallahassee, FL 32314
As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With a copy to:	Hopping Green & Sams P.O. Box 6526 Tallahassee, FL 32314

ARTICLE XVI
Amendment, Modification or Termination of Agreement

This Agreement may be amended, revoked, or terminated only by a written agreement signed by the Trustee and each Beneficiary or their designees, provided that termination may result from the operation of Article XI of this Agreement.

ARTICLE XVII
Nonliability of Trustee

All obligations incurred by the Trustee hereunder shall be the obligations of the trust only, and shall not under any circumstances be the individual obligations of the Trustee. No Beneficiary shall have any authority to contract for or in the name of the Trustee, or to bind the Trustee personally, unless the Trustee shall first consent thereto in writing.

[Intentionally Blank]

TRUSTEE

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

BENEFICIARIES

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By:_____
K. Erik Jacobsen
President

ATTEST:

By: _____

APPROVED AS TO FORM:

_____
Eric T. Olsen, Esq.
Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

_____
Print Name

_____

ORLANDO UTILITIES COMMISSION

By:_____
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITYT
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

(SEAL)

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: _____

ATTEST:

_____
Clarence L. Thacker, Secretary
Board of Supervisors

JOINDER OF SJRWMD

St. Johns River Water Management District joins and consents in the execution of this Agreement for the purpose of acknowledging its rights and responsibilities as a standby beneficiary pursuant to the provisions of Article X.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a Florida public entity created under Chapter 373, Florida Statutes

By:_____
Printed Name:_____
As its:_____

Exhibits

Exhibit A – Form of Easement

EXHIBIT A

Form of Easement

This space reserved for use by the Clerk of the Circuit Court

This Instrument Prepared by:

Jason E. Merritt, Esq.
Hopping Green & Sams, P.A.
Post Office Box 6526
Tallahassee, Florida 32314

DRAINAGE, FLOWAGE AND STORAGE EASEMENT AGREEMENT FOR PUBLIC WATER SUPPLY

This Drainage, Flowage and Storage Easement Agreement for Public Water Supply (**"Easement Agreement"**) is made and entered into this _____day of _____, 2017 (the "**Effective Date**"), by and between:

Farmland Reserve, Inc., a Utah nonprofit corporation, whose address is 79 South Main Street, Suite 1000, Salt Lake City, Utah 84111-1945 (**"Grantor"**); and

The City of Cocoa, Florida, a Florida municipal corporation (**"Cocoa"**), whose address is 65 Stone Street, Cocoa, Florida 32922, as Trustee of the TCR/SJR Project Land Trust Agreement dated _____, 2017 (in such capacity, "**Trustee**"), and as project administrator of the public water supply portion of the TCR/SJR Project in accordance with that certain Taylor Creek Reservoir/St. John River Water Supply Project General Implementation Agreement among the City of Cocoa, East Central Florida Services, Inc., Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, and Farmland Reserve, Inc., dated _____, 2017 (in such capacity, "**Project Administrator**").

WITNESSETH

WHEREAS, Grantor is the owner in fee simple in and to certain lands located in Orange County and Osceola County, Florida, which lands are situated beneath a surface water reservoir commonly known as the Taylor Creek Reservoir; and

WHEREAS, Cocoa is a Florida municipal corporation and the operator of a potable water utility; and

WHEREAS, Cocoa together with Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, and East Central Florida Services, Inc. (collectively, the **"Water Suppliers"**) are parties to that certain Taylor Creek Reservoir/St. John River Water Supply Project General Implementation Agreement among the City of Cocoa, East Central Florida Services, Inc., Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, and Farmland Reserve, Inc., dated _____, 2017 (the **"General Implementation Agreement"**), a notice of agreement of which has been recorded in the public records of Orange County as Instrument No. _____, and in the public records of Osceola County in Official Records Book _____, Page _____; and

WHEREAS, the General Implementation Agreement and the agreements attached thereto or referenced therein contemplate the development of the TCR/SJR Project (as said term is defined in the General Implementation Agreement) as an alternative water supply project which, among other things, contemplates the discharge of water from the St. Johns River into the Taylor Creek Reservoir for storage and subsequent withdrawal from the Taylor Creek Reservoir for public water supply purposes; and

WHEREAS, performance of the General Implementation Agreement and the agreements attached thereto or referenced therein requires the grant of a drainage, flowage and storage easement over the lands more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein located beneath the Taylor Creek Reservoir (the "**Flowage and Storage Easement Area**") allowing the discharge of water from the St. Johns River into such lands; the impoundment, drainage, flowage and storage of water over such lands within the Taylor Creek Reservoir; as well as the removal of water from such lands within the Taylor Creek Reservoir; all for public water supply purposes (the "**Flowage and Storage Easement**"); and

WHEREAS, performance of the General Implementation Agreement and the agreements attached thereto or referenced therein further requires the grant of certain easements upon certain lands owned by Grantor described in **Exhibit "B"** (the "**Intake/Outfall Structures Easement Area**") for the construction, installation, repair, reconstruction, use and maintenance of certain water withdrawal and discharge facilities including, but not limited to, intake structures, outfall structures, pipes, lines, mains, pumps, valves, and associated infrastructure and equipment (the "**Intake/Outfall Structures**") as may be necessary for the discharge of water from the St. Johns River into the Taylor Creek Reservoir as well as the withdrawal of water from the Taylor Creek Reservoir for public water supply use (the "**Intake/Outfall Structures Easement**" and together with the Flowage and Storage Easement, the "**Easements**"); and

WHEREAS, the Water Suppliers have, or will enter into, amongst themselves certain wholesale water supply contracts providing for the sale by Cocoa of water withdrawn from Taylor Creek Reservoir to the Water Suppliers other than Cocoa (individually, a "**Wholesale Water Supply Contract**" and collectively, the "**Wholesale Water Supply Contracts**"); and

WHEREAS, the terms of the General Implementation Agreement and the agreements attached thereto or referenced therein contemplate that Cocoa will hold the Easements, in trust, for the benefit of all of the Water Suppliers in perpetuity or, in the event of a TCR/SJR Project Failure (as defined in the General Implementation Agreement), for the benefit of the St. Johns River Water

Management District (the "**District**") for a 20 year period while alternate participants in the TCR/SJR Project are attempted to be identified, and to that end, the Water Suppliers, joined by the District, have entered into that certain TCR/SJR Land Trust Agreement dated _____ _____, 2017 (the "**Trust Agreement**"); and

WHEREAS, it is the intent of Cocoa in entering into this Easement Agreement that the rights granted to Cocoa hereunder are held by Cocoa in trust for the benefit of all of the Water Suppliers, and for the District in the event of a TCR/SJR Project Failure, subject to and in accordance with the provisions of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement; and

WHEREAS, it is further the intent of Cocoa in entering into this Easement Agreement that the responsibilities to be performed by Cocoa hereunder are to be performed by Cocoa not in its capacity as Trustee but in its capacity as Project Administrator on behalf of all of the Water Suppliers subject to and in accordance with the provisions of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement; and

WHEREAS, Grantor desires to grant to Cocoa, in trust, the Easements on the terms and conditions more particularly contained herein.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. GRANT OF FLOWAGE AND STORAGE EASEMENT IN TRUST. Grantor hereby grants to Cocoa, in trust for the benefit of the beneficiaries of the Trust Agreement pursuant to the terms of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement, its successors, and assigns, in perpetuity, the Flowage and Storage Easement, to have and to hold the same subject however to the terms and conditions of this Easement Agreement. The rights granted under the Flowage and Storage Easement shall include the right of access over, upon, under, and across the Flowage and Storage Easement Area for such purposes as may be necessary for the Taylor Creek Reservoir to be utilized for the public water supply portion of the TCR/SJR Project under the General Implementation Agreement, the agreements attached thereto or referenced therein, and the Wholesale Water Supply Contracts.

3. GRANT OF INTAKE/OUTFALL STRUCTURES EASEMENT. Grantor hereby grants to Cocoa, in trust for the benefit of the beneficiaries of the Trust Agreement pursuant to the terms of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement, its successors, and assigns, in perpetuity, the Intake/Outfall Structures Easement, to have and to hold the same subject however to the terms and conditions of this Easement Agreement. The rights granted under the Intake/Outfall Structures

Easement shall include the right of access over, upon, under, and across the Intake/Outfall Structures Easement Area for the purpose of construction, installation, repair, reconstruction, replacement, restoration, use, operation, and maintenance of such Intake/Outfall Structures as may be necessary to effectuate the General Implementation Agreement, the agreements attached thereto or referenced therein, and the Wholesale Water Supply Contracts.

4. POWERS OF COCOA. Full power and authority is conferred upon Cocoa to protect, to conserve, to sell, to lease, to encumber, or otherwise manage and dispose of the Easements in accordance with the terms of the Trust Agreement and the General Implementation Agreement (including the agreements attached thereto or referenced therein). It is the intent of Grantor and Cocoa that Cocoa shall be vested with full power to deal with the Easements to the fullest extent permitted by section 689.073, Florida Statutes, and no person dealing with Cocoa with respect to the Easements shall be under any duty to inquire as to the authority of Cocoa regarding the same.

5. USE OF EASEMENT. Cocoa shall exercise the rights granted under this Easement Agreement in accordance with the provisions of the General Implementation Agreement (including the agreements attached thereto or referenced therein), the Wholesale Water Supply Contracts, its fiduciary responsibilities to the Trust Beneficiaries, and the Trust Agreement.

6. REMAINING RIGHTS AND INCONSISTENT USE. With the exception of the Pre-Existing Easement Agreements, as hereinafter defined, the Easements shall be exclusive for purposes of providing public water supply from the Taylor Creek Reservoir; however, as to any and all other purposes and uses not inconsistent with the purposes and uses of the Easements, the Easements shall be non-exclusive. Grantor reserves all rights accruing from its ownership of the lands encumbered by the Easements including the right to engage in or to permit or invite others to engage in all uses of these lands that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement Agreement or the General Implementation Agreement (including the agreements attached thereto or referenced therein). Grantor agrees and covenants that it shall not grant or exercise any rights in the Flowage and Storage Easement Area or the Intake/Outfall Structures Easement Area inconsistent with, or which unreasonably interfere with, use and enjoyment of the Easements. Provided however, the foregoing shall not be deemed to prevent Grantor from utilizing or permitting others to utilize the Flowage and Storage Easement Area and/or the Taylor Creek Reservoir for recreational, agricultural, or livestock purposes. Further, the foregoing shall not be deemed to prohibit the storage, use or withdrawal of water from the Taylor Creek Reservoir by Grantor or East Central Florida Services, Inc., or successors or assigns of the same, for either agricultural or other purposes consistent with the General Implementation Agreement (including the agreements attached thereto or referenced therein), and pursuant to one or more consumptive use permits issued by the District, so long as consistent with the General Implementation Agreement (including the agreements attached thereto or referenced therein), or any successor to the District, regardless of whether said consumptive use permit is in effect as of the Effective Date or issued thereafter.

7. STORAGE FEE. Grantor and Cocoa acknowledge that the grant of the Easements pursuant to this Easement Agreement is made subject to and on the condition that Cocoa, in its capacity as Project Administrator, pays the annual storage fee payment to Grantor in the amount and manner provided in the General Implementation Agreement (the "Annual **Storage**

Fee Payment"). By its execution of this Easement Agreement, Grantor acknowledges receipt of all installments, if any, of the Annual Storage Fee Payment coming due prior to the Effective Date. With regard to installments of the Storage Fee coming due after the Effective Date, Cocoa, in its capacity as Project Administrator, acknowledges and ratifies its obligations to pay the same pursuant to the provisions of the General Implementation Agreement. The amount of the Annual Storage Fee Payment shall be subject to adjustment as is provided in the General Implementation Agreement. Any failure to pay the Annual Storage Fee Payment shall constitute an Event of Default under this Easement Agreement.

8. INDEMNIFICATION. To the extent allowed by law and subject to the terms of the General Implementation Agreement (including the agreements attached thereto or referenced therein), Cocoa agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the exercise of the rights arising under this Easement Agreement by Cocoa, its agents, or employees or independent contractors. Provided however, Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Cocoa's limitations on liability set forth in section 768.28, Florida Statutes, and other law. Further, the foregoing indemnity shall not apply to damages, losses, or claims arising from negligence of Grantor. This paragraph shall survive the termination or cancellation of this Easement Agreement.

9. DEFAULT. The occurrence of any of the following shall constitute an "**Event of Default**" hereunder:

A. Any failure to pay the Storage Fee in the amount and manner provided by the General Implementation Agreement.

B. Cocoa's failure to abide by, comply with or conform to any and all applicable laws, rules, statutes, regulations, judicial or administrative decisions, permits, approvals or other governmental actions pertaining to or regulating Cocoa's activities under this Easement Agreement rendered by any local, state or federal governmental agency having the authority to regulate Cocoa's actions or the exercise of Cocoa's rights under this Easement Agreement.

C. Cocoa otherwise fails to perform any other term or provision of this Easement Agreement.

10. DEFAULT AND REMEDY.

A. If any Party fails to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising out of this Easement, such action is that Party's "Default." Upon the occurrence of a Default, the other Parties shall provide written notice identifying the nature of the default to the Defaulting Party. The other Parties may seek all remedies set forth herein against the Defaulting Party if that Default is not timely cured within thirty (30) days after delivery of the written notice of the Default, unless such default is not capable of

being cured within thirty (30) days, in which case that Party must cure the default as soon as practicable.

B. If a Default is not cured within the appropriate cure period, the other Parties may individually or jointly seek specific performance arising from such Default.

11. ENFORCEMENT OF AGREEMENT. Should Cocoa, in its capacity as Project Administrator, fail to cure the Event of Default within the curative period then the Grantor shall be entitled to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance. In the event any Party hereto seeks to enforce the Easement by court proceedings or otherwise, then each party to such proceedings shall bear its own attorney's fees and in no event shall any such fees be recoverable from any other party to such proceedings.

12. No THIRD PARTY RIGHTS. This Easement Agreement is solely for the benefit of Grantor, Cocoa, the Water Suppliers other than Cocoa (subject, however, to the terms of the General Implementation Agreement, including the agreements attached thereto or referenced therein, and the Trust Agreement), and, in the event of a TCR/SJR Project Failure, the District in its capacity as standby beneficiary pursuant to Article XI of the Trust Agreement (the "**Benefitted Parties**"), and no right or cause of action shall accrue upon or by reason, to or for the benefit of any other third party not a formal party to this Easement Agreement. Further, notwithstanding the fact that Cocoa, one or more Water Suppliers, and the District are governmental entities, the parties hereto agree that nothing in this Easement Agreement is intended to confer any rights to the public at large. To that end, nothing in this Easement Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Benefitted Parties any use, right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof. Prior to the occurrence of a TCR/SJR Project Failure, Cocoa, in its capacity as Project Administrator, shall be solely responsible for enforcing the rights arising hereunder against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair Cocoa's right, in its capacity as Project Administrator, to protect its rights from interference by a third party.

13. CONTROLLING LAW. This Easement Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of laws of another jurisdiction.

14. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to Cocoa in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

15. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given with a copy also provided to all other Parties to this Agreement. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties:

As to COCOA:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922
	City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to ORANGE COUNTY:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
	County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802
As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741

As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With a copy to:	Hopping Green & Sams P.O. Box 6526 Tallahassee, FL 32314
As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With a copy to:	Hopping Green & Sams P.O. Box 6526 Tallahassee, FL 32314

16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

17. BINDING EFFECT. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the property burdened by the Easements. In the event of Cocoa's resignation or replacement as Trustee under the Trust Agreement or as Project Administrator under the General Implementation Agreement, Cocoa may assign its applicable rights hereunder to any successor trustee or project administrator, as the case may be, to the extent necessary or appropriate.

18. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

20. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

21. NO PUBLIC ACCESS. This Easement Agreement does not grant any rights of access by the general public to the Flowage and Storage Easement Area or the Intake/Outfall Structures Easement Area. This Easement Agreement grants access only to Cocoa, in its capacity as Project Administrator, its employees and agents, and only for the specific purpose of carrying out the obligations and duties under this Easement Agreement, the General Implementation Agreement (including the agreements attached thereto or referenced therein), the Wholesale Water Supply Contract, and the Joint Permitting Agreement.

22. RELATIONSHIP TO PRIOR EASEMENTS IN FAVOR OF THE DISTRICT. Grantor represents to Cocoa that the existence of the following easements: (1) Flowage and Storage Easement dated February 16, 1967, recorded in Official Records Book 1622, page 671, Orange County, Florida; (2) Flowage and Storage Easement dated March 11, 1969 recorded in Official Records Book 202, page 747, Osceola County, Florida; (3) Right of Way and Floodway Easement dated February 16, 1967, recorded in Official Records Book 1622, page 663, Orange County, Florida, superseded in whole or in part by Right of Way and Floodway Easement dated March 11, 1969, recorded in Official Records Book 1947, page 1022, Orange County, Florida, and (4) Right of Way and Floodway Easement dated March 11, 1969. recorded in Official Records Book 202, page 716, Osceola County, Florida do not impair or limit in any way the ability of Grantor to grant Cocoa the Easements or to otherwise enter into this Easement Agreement. The District, by its joinder hereto, acknowledges and consents to the terms and conditions of this Easement Agreement. The District represents to Cocoa that the District's rights under these aforementioned easements do not impair or limit in any way the ability of Cocoa, in its capacity as Project Administrator, to exercise its rights under this Easement Agreement. The District also represents to Cocoa that the District will take no actions pursuant to the aforementioned easements that will in any way impair or limit Cocoa, in its capacity as Project Administrator, from exercising rights under, or otherwise acting pursuant to, this Easement Agreement. The District and Grantor do not intend for this Easement Agreement to modify or change any of the provisions of the aforementioned easements. Cocoa acknowledges to Grantor and the District the existence of these aforementioned easements, and Cocoa, in its capacity as Project Administrator, understands that such easements will not limit its ability, as Project Administrator, to act pursuant to the terms of this Easement Agreement.

23. RELATIONSHIP TO PRIOR DRAINAGE, FLOWAGE, AND STORAGE EASEMENTS IN FAVOR OF COCOA. Grantor and Cocoa acknowledge the existence of certain easement agreements previously granted by Grantor over certain lands of Grantor in favor of Cocoa, including an easement over portions of the Taylor Creek Reservoir for Cocoa to store, flow and withdraw water for Cocoa's use outside of the TCR/SJR Project, which easement agreements predate the grant of this Easement Agreement (the "**Pre-existing Easement Agreements**"). Said Pre-existing Easement Agreements are recorded in the Official Records of Orange County at Book ____ and Page _____. Grantor and Cocoa agree that nothing contained in this Easement Agreement is intended to affect, modify, or impair the Pre-existing Easement Agreements and such Pre-existing Easement Agreements shall continue in full force, operation, and effect in accordance with their terms.

24. ABANDONMENT. If Cocoa or any successor trustee ceases to use all or a portion of the described lands encumbered by the Easements for the purposes described in the

General Implementation Agreement or, alternatively, if within twenty (20) years after the occurrence of a TCR/SJR Project Failure, Cocoa or its successor is not providing and selling water to alternative entities who have assumed the roles of the Water Suppliers under the General Implementation Agreement, Grantor may terminate this easement, in whole or in part, by filing a notice of termination in the public records of Orange and Osceola Counties, which notice, in the event of a partial termination of the Easements, shall describe the portion of the Easements terminated thereby. In such event, Cocoa agrees to reasonably cooperate with Grantor to execute and deliver such documentation as Grantor may reasonably request in order to further memorialize the termination of this Easement Agreement. Provided however, Cocoa acknowledges and agrees that Grantor's rights under this Section 24 are not contingent upon the joinder by Cocoa or any Benefitted Party to such notice of termination.

25. CHANGE BY NATURAL CAUSE. Nothing contained in this Easement Agreement shall be construed to entitle Cocoa or any other Benefitted Party to bring any action against Grantor for any injury to or change in any improvements which may be constructed within the Easements resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm, disease, and earth movement, or from any limited action taken by Grantor under emergency condition as may be reasonably necessary to prevent, abate or mitigate significant injury to the lands described herein or to adjacent lands or to persons resulting from such causes.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

_____
(Signature)

_____ By:_____
(Print Name) Don M. Sleight
Chief Executive Officer

_____
(Signature)

_____
(Print Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Don M. Sleight as Chief Executive Officer of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Eric T. Olsen, Esq.
Counsel

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
Carie Shealy, MMC

_____
(Signature)

_____
(Print Name)

CITY OF COCOA, FLORIDA
a Florida municipal corporation, in its capacity as Trustee and as Project Administrator

By:_____
Henry U. Parrish III
Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

JOINDER AND CONSENT OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

The undersigned hereby joins and consents in the execution and delivery of this Easement Agreement for the purpose of acknowledging and agreeing to the provisions of Paragraph 22 hereof.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By:_____

Print Name:_____

Title:_____

Date:_____

Exhibit A

Description of the Flowage and Storage Easement Area

All of the land that falls on or below the 46’ (NGVD 29 vertical datum) contour line in the following sections:

T24S R33E
-SE/4 of Section 36

T24S R34E
-S/2 of Section 30
-Section 31
-All of the W/2 of Section 32 west of the L-73 dike

T25S R33E
-E/2, and SW/4 of Section 1
-E/2, and SW/4 of Section 2
-NE/4 of Section 10
-E/2, and NW/4 of Section 11
-Section 12
-Section 13
-E/2 of Section 14
-SE/4 of Section 22
-Section 23
-W/2, and NE/4 of Section 24
-NW/4 of Section 25

T25S R34E
-All of Section 5 west of the L-73 dike
-Section 6
-Section 7
-All of Section 8 west of the L-73 dike
-All of Section 9 west of the L-73 dike
-All of Section 16 west of the L-73 dike
-W/2 of Section 17
-Section 18
-N/2 of Section 19
-E/2 of Section 20
-All of the W/2 of Section 21 west of the L-73 dike
-All of the W/2 of Section 28 west of the L-73 dike
-N/2, and all of the SE/4 of Section 29 west of the L-73 dike
-SE/4 of Section 30
As the 46’ (NGVD 29 vertical datum) contour line is shown below:

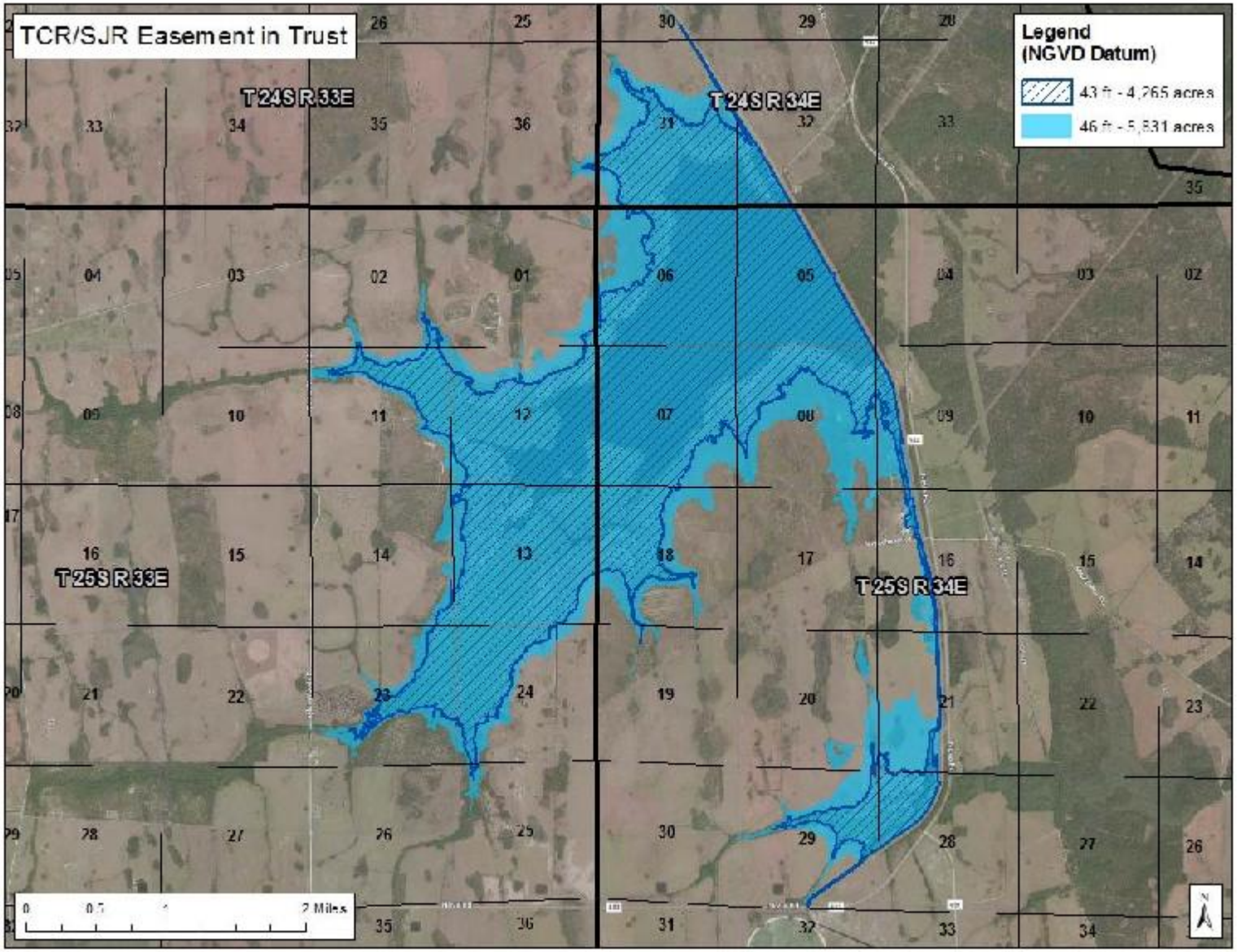

TCR/SJR Easement in Trust
T24S R33E
T24S R34E
T25S R33E
T25S R34E
Legend
(NGVD Datum)
43 ft - 4,265 acres
46 ft - 5,831 acres
0
0.5
2 Miles
N

Exhibit B

Description of the Intake/Outfall Structures Easement Areas

A parcel of land in Section 32, Township 24 South, Range 34 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4 inch square concrete monument, being the Northeast corner of said Section 32; thence North 89 degrees 37 minutes 46 seconds West, 5340.89 feet along the North line of said Section 32, to a broken 6 inch square concrete monument, being the Northwest corner of said Section 32;

thence North 86 degrees 37 minutes 20 seconds West, 1786.16 feet; thence South 33 degrees 50 minutes 43 seconds East; 1249.34 feet; thence South 33 degrees 32 minutes 21 seconds East, 889.88 feet; thence South 33 degrees 29 minutes 12 or 11 seconds East, 1105.58 feet; thence South 33 degrees 29 minutes 10 seconds East, 1520.42 feet; thence South 12 degrees 42 minutes 36 seconds East, 1045.78 feet to the Point of Beginning;

thence South 00 degrees 00 minutes 02 seconds East, 1320.00 feet; thence North 89 degrees 59 minutes 58 second East, 1320.00 feet; thence North 00 degrees 00 minutes 02 seconds West, 1320.00 feet; thence South 89 degrees 59 minutes 58 seconds West, 1320.00 feet to the Point of Beginning.

The above described parcel contains 40.00 acres, more or less.

This space reserved for use by the Clerk of the Circuit Court

This Instrument Prepared by:

Jason E. Merritt, Esq.
Hopping Green & Sams, P.A.
Post Office Box 6526
Tallahassee, Florida 32314

_____

DRAINAGE, FLOWAGE AND STORAGE EASEMENT AGREEMENT FOR PUBLIC WATER SUPPLY

This Drainage, Flowage and Storage Easement Agreement for Public Water Supply (**"Easement Agreement"**) is made and entered into this _____day of _____, 2017 (the "**Effective Date**"), by and between:

Farmland Reserve, Inc., a Utah nonprofit corporation, whose address is 79 South Main Street, Suite 1000, Salt Lake City, Utah 84111-1945 (**"Grantor"**); and

The City of Cocoa, Florida, a Florida municipal corporation (**"Cocoa"**), whose address is 65 Stone Street, Cocoa, Florida 32922, as Trustee of the TCR/SJR Project Land Trust Agreement dated _____, 2017 (in such capacity, "**Trustee**"), and as project administrator of the public water supply portion of the TCR/SJR Project in accordance with that certain Taylor Creek Reservoir/St. John River Water Supply Project General Implementation Agreement among the City of Cocoa, East Central Florida Services, Inc., Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, and Farmland Reserve, Inc., dated _____, 2017 (in such capacity, "**Project Administrator**").

WITNESSETH

WHEREAS, Grantor is the owner in fee simple in and to certain lands located in Orange County and Osceola County, Florida, which lands are situated beneath a surface water reservoir commonly known as the Taylor Creek Reservoir; and

WHEREAS, Cocoa is a Florida municipal corporation and the operator of a potable water utility; and

WHEREAS, Cocoa together with Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, and East Central Florida Services, Inc. (collectively, the **"Water Suppliers"**) are parties to that certain Taylor Creek Reservoir/St. John River Water Supply Project General Implementation Agreement among the City of Cocoa, East Central Florida

Services, Inc., Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, and Farmland Reserve, Inc., dated _____, 2017 (the **"General Implementation Agreement"**), a notice of agreement of which has been recorded in the public records of Orange County as Instrument No. _____, and in the public records of Osceola County in Official Records Book _____, Page _____; and

WHEREAS, the General Implementation Agreement and the agreements attached thereto or referenced therein contemplate the development of the TCR/SJR Project (as said term is defined in the General Implementation Agreement) as an alternative water supply project which, among other things, contemplates the discharge of water from the St. Johns River into the Taylor Creek Reservoir for storage and subsequent withdrawal from the Taylor Creek Reservoir for public water supply purposes; and

WHEREAS, performance of the General Implementation Agreement and the agreements attached thereto or referenced therein requires the grant of a drainage, flowage and storage easement over the lands more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein located beneath the Taylor Creek Reservoir (the "**Flowage and Storage Easement Area**") allowing the discharge of water from the St. Johns River into such lands; the impoundment, drainage, flowage and storage of water over such lands within the Taylor Creek Reservoir; as well as the removal of water from such lands within the Taylor Creek Reservoir; all for public water supply purposes (the "**Flowage and Storage Easement**"); and

WHEREAS, performance of the General Implementation Agreement and the agreements attached thereto or referenced therein further requires the grant of certain easements upon certain lands owned by Grantor described in **Exhibit "B"** (the "**Intake/Outfall Structures Easement Area**") for the construction, installation, repair, reconstruction, use and maintenance of certain water withdrawal and discharge facilities including, but not limited to, intake structures, outfall structures, pipes, lines, mains, pumps, valves, and associated infrastructure and equipment (the "**Intake/Outfall Structures**") as may be necessary for the discharge of water from the St. Johns River into the Taylor Creek Reservoir as well as the withdrawal of water from the Taylor Creek Reservoir for public water supply use (the "**Intake/Outfall Structures Easement**" and together with the Flowage and Storage Easement, the "**Easements**"); and

WHEREAS, the Water Suppliers have, or will enter into, amongst themselves certain wholesale water supply contracts providing for the sale by Cocoa of water withdrawn from Taylor Creek Reservoir to the Water Suppliers other than Cocoa (individually, a "**Wholesale Water Supply Contract**" and collectively, the "**Wholesale Water Supply Contracts**"); and

WHEREAS, the terms of the General Implementation Agreement and the agreements attached thereto or referenced therein contemplate that Cocoa will hold the Easements, in trust, for the benefit of all of the Water Suppliers in perpetuity or, in the event of a TCR/SJR Project Failure (as defined in the General Implementation Agreement), for the benefit of the St. Johns River Water Management District (the "**District**") for a 20 year period while alternate participants in the TCR/SJR Project are attempted to be identified, and to that end, the Water Suppliers, joined by the District, have entered into that certain TCR/SJR Land Trust Agreement dated _____, 2017 (the "**Trust Agreement**"); and

WHEREAS, it is the intent of Cocoa in entering into this Easement Agreement that the rights granted to Cocoa hereunder are held by Cocoa in trust for the benefit of all of the Water Suppliers, and for the District in the event of a TCR/SJR Project Failure, subject to and in accordance with the provisions of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement; and

WHEREAS, it is further the intent of Cocoa in entering into this Easement Agreement that the responsibilities to be performed by Cocoa hereunder are to be performed by Cocoa not in its capacity as Trustee but in its capacity as Project Administrator on behalf of all of the Water Suppliers subject to and in accordance with the provisions of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement; and

WHEREAS, Grantor desires to grant to Cocoa, in trust, the Easements on the terms and conditions more particularly contained herein.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. GRANT OF FLOWAGE AND STORAGE EASEMENT IN TRUST. Grantor hereby grants to Cocoa, in trust for the benefit of the beneficiaries of the Trust Agreement pursuant to the terms of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement, its successors, and assigns, in perpetuity, the Flowage and Storage Easement, to have and to hold the same subject however to the terms and conditions of this Easement Agreement. The rights granted under the Flowage and Storage Easement shall include the right of access over, upon, under, and across the Flowage and Storage Easement Area for such purposes as may be necessary for the Taylor Creek Reservoir to be utilized for the public water supply portion of the TCR/SJR Project under the General Implementation Agreement, the agreements attached thereto or referenced therein, and the Wholesale Water Supply Contracts.

3. GRANT OF INTAKE/OUTFALL STRUCTURES EASEMENT. Grantor hereby grants to Cocoa, in trust for the benefit of the beneficiaries of the Trust Agreement pursuant to the terms of the General Implementation Agreement (including the agreements attached thereto or referenced therein) and the Trust Agreement, its successors, and assigns, in perpetuity, the Intake/Outfall Structures Easement, to have and to hold the same subject however to the terms and conditions of this Easement Agreement. The rights granted under the Intake/Outfall Structures Easement shall include the right of access over, upon, under, and across the Intake/Outfall Structures Easement Area for the purpose of construction, installation, repair, reconstruction, replacement, restoration, use, operation, and maintenance of such Intake/Outfall

Structures as may be necessary to effectuate the General Implementation Agreement, the agreements attached thereto or referenced therein, and the Wholesale Water Supply Contracts.

4. POWERS OF COCOA. Full power and authority is conferred upon Cocoa to protect, to conserve, to sell, to lease, to encumber, or otherwise manage and dispose of the Easements in accordance with the terms of the Trust Agreement and the General Implementation Agreement (including the agreements attached thereto or referenced therein). It is the intent of Grantor and Cocoa that Cocoa shall be vested with full power to deal with the Easements to the fullest extent permitted by section 689.073, Florida Statutes, and no person dealing with Cocoa with respect to the Easements shall be under any duty to inquire as to the authority of Cocoa regarding the same.

5. USE OF EASEMENT. Cocoa shall exercise the rights granted under this Easement Agreement in accordance with the provisions of the General Implementation Agreement (including the agreements attached thereto or referenced therein), the Wholesale Water Supply Contracts, its fiduciary responsibilities to the Trust Beneficiaries, and the Trust Agreement.

6. REMAINING RIGHTS AND INCONSISTENT USE. With the exception of the Pre-Existing Easement Agreements, as hereinafter defined, the Easements shall be exclusive for purposes of providing public water supply from the Taylor Creek Reservoir; however, as to any and all other purposes and uses not inconsistent with the purposes and uses of the Easements, the Easements shall be non-exclusive. Grantor reserves all rights accruing from its ownership of the lands encumbered by the Easements including the right to engage in or to permit or invite others to engage in all uses of these lands that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement Agreement or the General Implementation Agreement (including the agreements attached thereto or referenced therein). Grantor agrees and covenants that it shall not grant or exercise any rights in the Flowage and Storage Easement Area or the Intake/Outfall Structures Easement Area inconsistent with, or which unreasonably interfere with, use and enjoyment of the Easements. Provided however, the foregoing shall not be deemed to prevent Grantor from utilizing or permitting others to utilize the Flowage and Storage Easement Area and/or the Taylor Creek Reservoir for recreational, agricultural, or livestock purposes. Further, the foregoing shall not be deemed to prohibit the storage, use or withdrawal of water from the Taylor Creek Reservoir by Grantor or East Central Florida Services, Inc., or successors or assigns of the same, for either agricultural or other purposes consistent with the General Implementation Agreement (including the agreements attached thereto or referenced therein), and pursuant to one or more consumptive use permits issued by the District, so long as consistent with the General Implementation Agreement (including the agreements attached thereto or referenced therein), or any successor to the District, regardless of whether said consumptive use permit is in effect as of the Effective Date or issued thereafter.

7. STORAGE FEE. Grantor and Cocoa acknowledge that the grant of the Easements pursuant to this Easement Agreement is made subject to and on the condition that Cocoa, in its capacity as Project Administrator, pays the annual storage fee payment to Grantor in the amount and manner provided in the General Implementation Agreement (the "Annual **Storage Fee Payment**"). By its execution of this Easement Agreement, Grantor acknowledges receipt of all installments, if any, of the Annual Storage Fee Payment coming due prior to the

Effective Date. With regard to installments of the Storage Fee coming due after the Effective Date, Cocoa, in its capacity as Project Administrator, acknowledges and ratifies its obligations to pay the same pursuant to the provisions of the General Implementation Agreement. The amount of the Annual Storage Fee Payment shall be subject to adjustment as is provided in the General Implementation Agreement. Any failure to pay the Annual Storage Fee Payment shall constitute an Event of Default under this Easement Agreement.

8. INDEMNIFICATION. To the extent allowed by law and subject to the terms of the General Implementation Agreement (including the agreements attached thereto or referenced therein), Cocoa agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the exercise of the rights arising under this Easement Agreement by Cocoa, its agents, or employees or independent contractors. Provided however, Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Cocoa's limitations on liability set forth in section 768.28, Florida Statutes, and other law. Further, the foregoing indemnity shall not apply to damages, losses, or claims arising from negligence of Grantor. This paragraph shall survive the termination or cancellation of this Easement Agreement.

9. DEFAULT. The occurrence of any of the following shall constitute an "**Event of Default**" hereunder:

A. Any failure to pay the Storage Fee in the amount and manner provided by the General Implementation Agreement.

B. Cocoa's failure to abide by, comply with or conform to any and all applicable laws, rules, statutes, regulations, judicial or administrative decisions, permits, approvals or other governmental actions pertaining to or regulating Cocoa's activities under this Easement Agreement rendered by any local, state or federal governmental agency having the authority to regulate Cocoa's actions or the exercise of Cocoa's rights under this Easement Agreement.

C. Cocoa otherwise fails to perform any other term or provision of this Easement Agreement.

10. DEFAULT AND REMEDY.

A. If any Party fails to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising out of this Easement, such action is that Party's "Default." Upon the occurrence of a Default, the other Parties shall provide written notice identifying the nature of the default to the Defaulting Party. The other Parties may seek all remedies set forth herein against the Defaulting Party if that Default is not timely cured within thirty (30) days after delivery of the written notice of the Default, unless such default is not capable of being cured within thirty (30) days, in which case that Party must cure the default as soon as practicable.

B. If a Default is not cured within the appropriate cure period, the other Parties may individually or jointly seek specific performance arising from such Default.

11. ENFORCEMENT OF AGREEMENT. Should Cocoa, in its capacity as Project Administrator, fail to cure the Event of Default within the curative period then the Grantor shall be entitled to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance. In the event any Party hereto seeks to enforce the Easement by court proceedings or otherwise, then each party to such proceedings shall bear its own attorney's fees and in no event shall any such fees be recoverable from any other party to such proceedings.

12. No THIRD PARTY RIGHTS. This Easement Agreement is solely for the benefit of Grantor, Cocoa, the Water Suppliers other than Cocoa (subject, however, to the terms of the General Implementation Agreement, including the agreements attached thereto or referenced therein, and the Trust Agreement), and, in the event of a TCR/SJR Project Failure, the District in its capacity as standby beneficiary pursuant to Article XI of the Trust Agreement (the "**Benefitted Parties**"), and no right or cause of action shall accrue upon or by reason, to or for the benefit of any other third party not a formal party to this Easement Agreement. Further, notwithstanding the fact that Cocoa, one or more Water Suppliers, and the District are governmental entities, the parties hereto agree that nothing in this Easement Agreement is intended to confer any rights to the public at large. To that end, nothing in this Easement Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Benefitted Parties any use, right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof. Prior to the occurrence of a TCR/SJR Project Failure, Cocoa, in its capacity as Project Administrator, shall be solely responsible for enforcing the rights arising hereunder against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair Cocoa's right, in its capacity as Project Administrator, to protect its rights from interference by a third party.

13. CONTROLLING LAW. This Easement Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of laws of another jurisdiction.

14. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to Cocoa in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

15. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given with a copy also provided to all other Parties to this Agreement. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties:

As to COCOA:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922
	City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to ORANGE COUNTY:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
	County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802
As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741

As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With a copy to:	Hopping Green & Sams P.O. Box 6526 Tallahassee, FL 32314
As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With a copy to:	Hopping Green & Sams P.O. Box 6526 Tallahassee, FL 32314

16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

17. BINDING EFFECT. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the property burdened by the Easements. In the event of Cocoa's resignation or replacement as Trustee under the Trust Agreement or as Project Administrator under the General Implementation Agreement, Cocoa may assign its applicable rights hereunder to any successor trustee or project administrator, as the case may be, to the extent necessary or appropriate.

18. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

20. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

21. NO PUBLIC ACCESS. This Easement Agreement does not grant any rights of access by the general public to the Flowage and Storage Easement Area or the Intake/Outfall Structures Easement Area. This Easement Agreement grants access only to Cocoa, in its capacity as Project Administrator, its employees and agents, and only for the specific purpose of carrying out the obligations and duties under this Easement Agreement, the General Implementation Agreement (including the agreements attached thereto or referenced therein), the Wholesale Water Supply Contract, and the Joint Permitting Agreement.

22. RELATIONSHIP TO PRIOR EASEMENTS IN FAVOR OF THE DISTRICT. Grantor represents to Cocoa that the existence of the following easements: (1) Flowage and Storage Easement dated February 16, 1967, recorded in Official Records Book 1622, page 671, Orange County, Florida; (2) Flowage and Storage Easement dated March 11, 1969 recorded in Official Records Book 202, page 747, Osceola County, Florida; (3) Right of Way and Floodway Easement dated February 16, 1967, recorded in Official Records Book 1622, page 663, Orange County, Florida, superseded in whole or in part by Right of Way and Floodway Easement dated March 11, 1969, recorded in Official Records Book 1947, page 1022, Orange County, Florida, and (4) Right of Way and Floodway Easement dated March 11, 1969. recorded in Official Records Book 202, page 716, Osceola County, Florida do not impair or limit in any way the ability of Grantor to grant Cocoa the Easements or to otherwise enter into this Easement Agreement. The District, by its joinder hereto, acknowledges and consents to the terms and conditions of this Easement Agreement. The District represents to Cocoa that the District's rights under these aforementioned easements do not impair or limit in any way the ability of Cocoa, in its capacity as Project Administrator, to exercise its rights under this Easement Agreement. The District also represents to Cocoa that the District will take no actions pursuant to the aforementioned easements that will in any way impair or limit Cocoa, in its capacity as Project Administrator, from exercising rights under, or otherwise acting pursuant to, this Easement Agreement. The District and Grantor do not intend for this Easement Agreement to modify or change any of the provisions of the aforementioned easements. Cocoa acknowledges to Grantor and the District the existence of these aforementioned easements, and Cocoa, in its capacity as Project Administrator, understands that such easements will not limit its ability, as Project Administrator, to act pursuant to the terms of this Easement Agreement.

23. RELATIONSHIP TO PRIOR DRAINAGE, FLOWAGE, AND STORAGE EASEMENTS IN FAVOR OF COCOA. Grantor and Cocoa acknowledge the existence of certain easement agreements previously granted by Grantor over certain lands of Grantor in favor of Cocoa, including an easement over portions of the Taylor Creek Reservoir for Cocoa to store, flow and withdraw water for Cocoa's use outside of the TCR/SJR Project, which easement agreements predate the grant of this Easement Agreement (the "**Pre-existing Easement Agreements**"). Said Pre-existing Easement Agreements are recorded in the Official Records of Orange County at Book ____ and Page _____. Grantor and Cocoa agree that nothing contained in this Easement Agreement is intended to affect, modify, or impair the Pre-existing Easement Agreements and such Pre-existing Easement Agreements shall continue in full force, operation, and effect in accordance with their terms.

24. ABANDONMENT. If Cocoa or any successor trustee ceases to use all or a portion of the described lands encumbered by the Easements for the purposes described in the General Implementation Agreement or, alternatively, if within twenty (20) years after the

occurrence of a TCR/SJR Project Failure, Cocoa or its successor is not providing and selling water to alternative entities who have assumed the roles of the Water Suppliers under the General Implementation Agreement, Grantor may terminate this easement, in whole or in part, by filing a notice of termination in the public records of Orange and Osceola Counties, which notice, in the event of a partial termination of the Easements, shall describe the portion of the Easements terminated thereby. In such event, Cocoa agrees to reasonably cooperate with Grantor to execute and deliver such documentation as Grantor may reasonably request in order to further memorialize the termination of this Easement Agreement. Provided however, Cocoa acknowledges and agrees that Grantor's rights under this Section 24 are not contingent upon the joinder by Cocoa or any Benefitted Party to such notice of termination.

25. CHANGE BY NATURAL CAUSE. Nothing contained in this Easement Agreement shall be construed to entitle Cocoa or any other Benefitted Party to bring any action against Grantor for any injury to or change in any improvements which may be constructed within the Easements resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm, disease, and earth movement, or from any limited action taken by Grantor under emergency condition as may be reasonably necessary to prevent, abate or mitigate significant injury to the lands described herein or to adjacent lands or to persons resulting from such causes.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

By:_____
Don M. Sleight
Chief Executive Officer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Don M. Sleight as Chief Executive Officer of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Eric T. Olsen, Esq.
Counsel

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
Carie Shealy, MMC

_____
(Signature)

_____
(Print Name)

CITY OF COCOA, FLORIDA
a Florida municipal corporation, in its capacity as Trustee and as Project Administrator

By:_____
Henry U. Parrish III
Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

JOINDER AND CONSENT OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

The undersigned hereby joins and consents in the execution and delivery of this Easement Agreement for the purpose of acknowledging and agreeing to the provisions of Paragraph 22 hereof.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By:_____

Print Name:_____

Title:_____

Date:_____

Exhibit A

Description of the Flowage and Storage Easement Area

All of the land that falls on or below the 46’ (NGVD 29 vertical datum) contour line in the following sections:

T24S R33E
-SE/4 of Section 36

T24S R34E
-S/2 of Section 30
-Section 31
-All of the W/2 of Section 32 west of the L-73 dike

T25S R33E
-E/2, and SW/4 of Section 1
-E/2, and SW/4 of Section 2
-NE/4 of Section 10
-E/2, and NW/4 of Section 11
-Section 12
-Section 13
-E/2 of Section 14
-SE/4 of Section 22
-Section 23
-W/2, and NE/4 of Section 24
-NW/4 of Section 25

T25S R34E
-All of Section 5 west of the L-73 dike
-Section 6
-Section 7
-All of Section 8 west of the L-73 dike
-All of Section 9 west of the L-73 dike
-All of Section 16 west of the L-73 dike
-W/2 of Section 17
-Section 18
-N/2 of Section 19
-E/2 of Section 20
-All of the W/2 of Section 21 west of the L-73 dike
-All of the W/2 of Section 28 west of the L-73 dike
-N/2, and all of the SE/4 of Section 29 west of the L-73 dike
-SE/4 of Section 30
As the 46’ (NGVD 29 vertical datum) contour line is shown below:

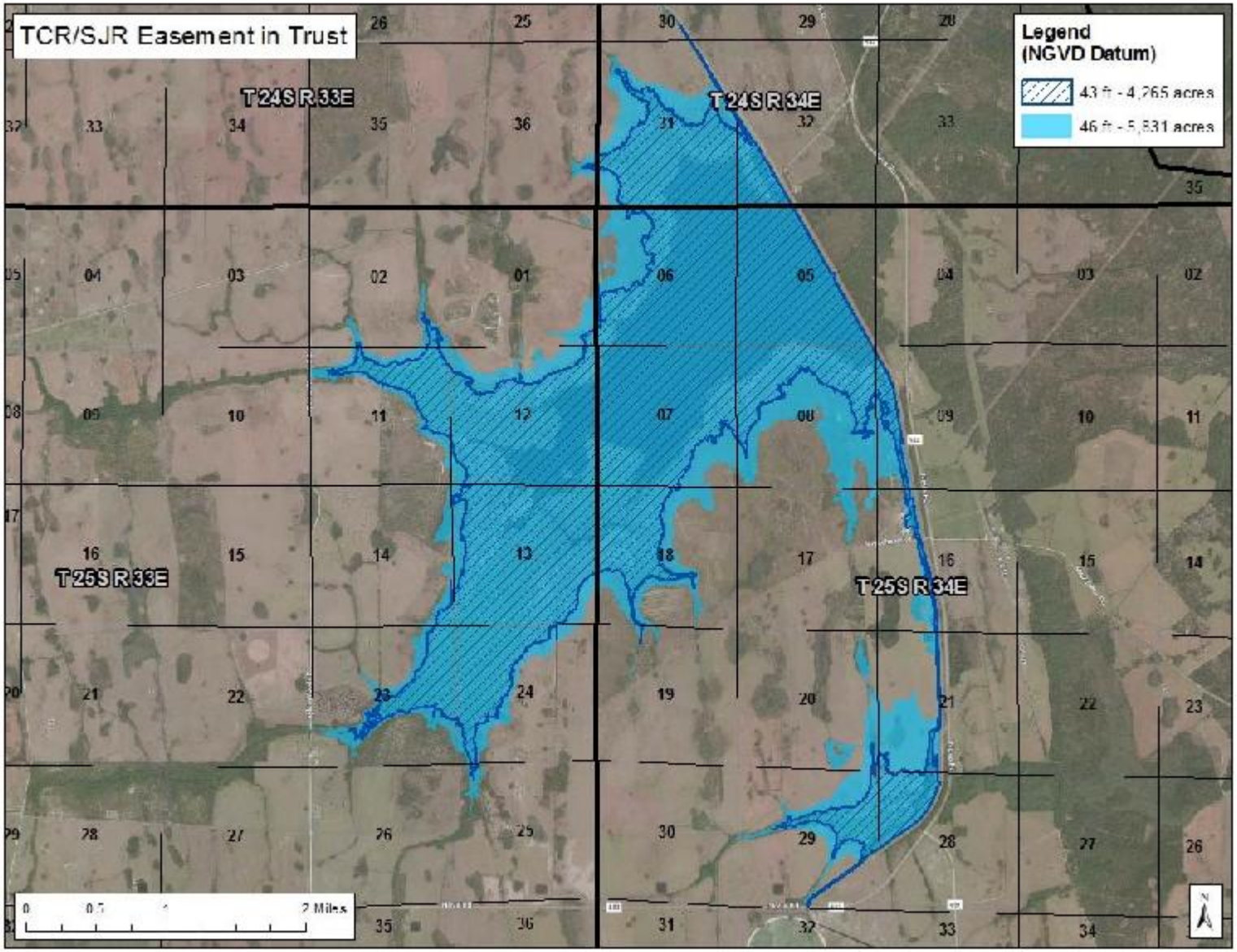

TCR/SJR Easement in Trust
T24S R33E
T24S R34E
T25S R33E
T25S R34E
Legend
(NGVD Datum)
43 ft - 4,265 acres
46 ft - 5,831 acres
0
0.5
2 Miles
N

Exhibit B

Description of the Intake/Outfall Structures Easement Areas

A parcel of land in Section 32, Township 24 South, Range 34 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4 inch square concrete monument, being the Northeast corner of said Section 32; thence North 89 degrees 37 minutes 46 seconds West, 5340.89 feet along the North line of said Section 32, to a broken 6 inch square concrete monument, being the Northwest corner of said Section 32;

thence North 86 degrees 37 minutes 20 seconds West, 1786.16 feet; thence South 33 degrees 50 minutes 43 seconds East; 1249.34 feet; thence South 33 degrees 32 minutes 21 seconds East, 889.88 feet; thence South 33 degrees 29 minutes 12 or 11 seconds East, 1105.58 feet; thence South 33 degrees 29 minutes 10 seconds East, 1520.42 feet; thence South 12 degrees 42 minutes 36 seconds East, 1045.78 feet to the Point of Beginning;

thence South 00 degrees 00 minutes 02 seconds East, 1320.00 feet; thence North 89 degrees 59 minutes 58 second East, 1320.00 feet; thence North 00 degrees 00 minutes 02 seconds West, 1320.00 feet; thence South 89 degrees 59 minutes 58 seconds West, 1320.00 feet to the Point of Beginning.

The above described parcel contains 40.00 acres, more or less.

TAYLOR CREEK RESERVOIR SETTLEMENT AGREEMENT

June 22, 1993

Prepared by

Edward P. de la Parte, Jr.
de la Parte & Gilbert, P.A.
One Tampa City Center
Suite 2300
Tampa, Florida 33602

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TAYLOR CREEK RESERVOIR SETTLEMENT AGREEMENT

THIS CONTRACT, is entered into this ____ day of _____, 1993 by and between the CITY OF COCOA, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and the CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole authorized to do business in the State of Florida (hereinafter "COP").

WITNESSETH:

WHEREAS, the Taylor Creek Reservoir, L-73 Canal and S-164 Control Structure were constructed by the USACOE as part of the federally authorized Central and Southern Florida Flood Control Project; and

WHEREAS, the Taylor Creek Reservoir is currently operated by the District pursuant to agreements with the USACOE; and

WHEREAS, water elevations within the Taylor Creek Reservoir and discharges downstream through the S-164 Control Structure are managed by the District according to an operating schedule established by the USACOE; and

WHEREAS, COP is the owner of real property previously owned by Deseret Ranches of Florida, Inc. and, for purposes of this Contract is the successor-in-interest of Deseret Ranches of Florida, Inc. regarding the Taylor Creek Reservoir, the real property adjacent thereto, and any other real property identified in this Contract; and

WHEREAS, COP currently owns the real property underlying the Taylor Creek Reservoir and the real property contiguous thereto, subject to certain easements of record held by the District under and pursuant to the Settlement Agreement; and

WHEREAS, the City has applied to the District for Consumptive Use Permit 2-097-0024ANG seeking to withdraw water from the Taylor Creek Reservoir for public water supply; and

WHEREAS, the District proposes to issue the City Consumptive Use Permit 2-097-0024ANG, as limited by the general and specific conditions identified in the Notice of Consumptive Use Permit Conditions dated November 10, 1992; and

WHEREAS, COP has petitioned the District for a formal hearing challenging the issuance of Consumptive Use Permit 2-097-0024ANG, which petition was referred to the Division of Administrative Hearing and until recently was scheduled for hearing starting January 11, 1993; and

WHEREAS, the City desires to obtain approval of its pending application for Consumptive Use Permit 2-097-0024ANG without further objection, opposition or interference from COP; and

WHEREAS, the City and COP desire to agree to allocate the surface water of the Taylor Creek Reservoir between COP and the City as provided in this Contract with the City obtaining Vested Allocations of Water by this Contract and the COP obtaining Vested Allocations of Water by this Contract; and

WHEREAS, the City desires to obtain all permits or government approvals required to withdraw, store and transport Permitted Allocations of water from the Taylor Creek Reservoir without COP's objection, opposition or interference; and

WHEREAS, the City desires to acquire fee simple title to property currently owned by COP near the City's Dyal Water Treatment Plant for the purpose of constructing, operating and maintaining ASR Wells; and

WHEREAS, the City desires to acquire easements to property currently owned by COP for the purpose of constructing, operating and maintaining a raw water intake structure and pump station, access roads, pipelines, swales, electrical power facilities, water management systems, environmental monitoring sites and appurtenant or associated facilities needed to withdraw, store and transport Permitted Allocations of water from the Taylor Creek Reservoir; and

WHEREAS, the City desires to acquire ingress and egress to COP's real property in and around the Taylor Creek Reservoir for the purpose of conducting environmental and hydrologic studies and inspecting environmental monitoring sites; and

WHEREAS, the City desires the right to request the USACOE to modify the current operating schedule for the Taylor Creek Reservoir without COP's objection, opposition or interference; and

WHEREAS, the City desires the right to secure the Vested Allocation of Water and the Permitted Allocation of Water as provided in this Contract and the right to obtain additional Vested Allocations of Water and Permitted Allocations of Water beyond the quantity requested in the City's pending application for Consumptive Use Permit 2-097-0024ANG without COP's objection, opposition or interference; and

WHEREAS, the City desires to continue, modify and renew Consumptive Use Permit 2-097-0024ANG, once issued by the District, and any succeeding Appropriate Permits without COP's objection, opposition or interference; and

WHEREAS, COP desires to secure the Vested Allocation of Water and the Permitted Allocation of Water as provided in this Contract including, but not limited to, the Permitted Allocation of Water authorized by Consumptive Use Permit 23770 and the Permitted Allocation of Water for the Doxy Grove authorized by Consumptive Use Permit 2-095-0003UM5 without the City's objection, opposition or interference; and

WHEREAS, COP desires the right to secure and obtain additional Vested Allocations of Water and Permitted Allocations of Water without the City's objection, opposition or interference; and

WHEREAS, COP desires the right to obtain, modify, or transfer any Vested Allocation of Water and any Permitted Allocation of Water as provided in this Contract, without the City's objection, opposition or interference; and

WHEREAS, COP desires to continue, modify and renew and transfer Consumptive Use Permits 23770 and 2-095-0003UM5 and any succeeding Appropriate Permits without the City's objection, opposition or interference; and

WHEREAS, COP desires the right to withdraw additional water from the Taylor Creek Reservoir and the L-73 Canal beyond the quantity allocated in Consumptive Use Permits 23770 and 2-095-0003UM5 without the City's objection, opposition or interference; and

WHEREAS, COP desires the right to request the District to periodically drawdown the Taylor Creek Reservoir for fish propagation purposes without the City's objection, opposition or interference; and

WHEREAS, the City desires to make payment to COP for the contractual rights, fee simple title and easements granted under this Contract; and

WHEREAS, COP desires to have the City covenant and agree to establish a procedure for addressing any future business and severance damages sustained by COP as a result of land use restrictions imposed by government due to the City's use of the Taylor Creek Reservoir and the easements obtained under this Contract; and

WHEREAS, ECFSI applied to the Florida Public Service Commission for an original water certificate, which application was opposed by the City; and

WHEREAS, the Florida Public Service Commission entered a final order granting ECFSI's application, which final order was appealed by the City to the Florida First District Court of Appeal; and

WHEREAS, COP desires to have the City dismiss its appeal of the Florida Public Service Commission's final order granting ECFSI an original water certificate; and

WHEREAS, COP desires to have the City agree that it will not contest, oppose or interfere with any extension or modification of the original water certificate; provided, the extension or modification of the original water certificate does not breach any rights of the City under this Contract; and

WHEREAS, COP desires to have the City agree that it will not contest, oppose or interfere with any future license, permit or certificate which ECFSI seeks to obtain so long as such does not breach any rights of the City under this Contract; and

WHEREAS, the City and COP desire to settle and resolve all outstanding issues and disputes regarding the Taylor Creek Reservoir, ECFSI's water certificate and other specified matters according to the terms of this Contract without further recourse to litigation or contested administrative proceedings.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Contract, and the mutual representations, covenants and agreements hereafter set forth, the City and COP intending to be legally bound hereby agree as follows:

1. **REPRESENTATIONS OF THE PARTIES.** The parties make the following representations:

1.1 The City represents it is duly authorized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.

1.2 The City and COP each represents as to itself only that it has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by each party (1) has been duly authorized; (2) does not require the approval of any other officer or body; (3) does not require any consent or referendum of the voters; (4) does not require any consent or approval of the shareholders; (5) will not violate any judgment, order, law or regulation applicable to said party; (6) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon its assets under any agreement or instrument to which and its assets may be bound or affected; and (7) upon execution of this Contract, it shall be valid and enforceable according to the terms and conditions.

2. **TERM.** This Contract shall take effect on the Effective Date and terminate on the fiftieth (50th) anniversary of said date.

3. **DEFINITIONS.** In the absence of a clear implication to the contrary, capitalized terms used in preceding and subsequent provisions of this Contract shall have the following meanings:

3.1 **Alternate ASR Parcel.** A parcel of real property approximately a total of twelve (12) acres in area, which may be an alternative location for approximately four (4) new ASR Wells and appurtenant facilities. This parcel of real property shall not include any existing internal roadways. The ASR Wells and appurtenant facilities shall consist of wells, pump houses, underground pipes and related facilities. Although surveys and legal descriptions have not yet been prepared, the parcel will be located in Township 24 South, Range 34 East, Sections 19, 20, 29 and 30; west of Taylor Creek Road and south of Sweetwater Branch.

3.2 **Alternate Pump Station Parcel.** A parcel of real property approximately a total of forty (40) acres in area, which may be an alternative location for the raw water intake structure and pump station on or near the L-73 Canal with associated facilities extending into the Taylor Creek Reservoir. The pump station and associated facilities shall consist of a structure housing pumping equipment and treatment facilities, underground pipes, possibly an above-ground storage tank and related installations. This parcel is located in Orange County within the Southwest one-quarter of Section 32, Township 24 South, Range 34 East. It is square in shape with the diagonal line running roughly along the top of the L-73 Canal Dike.

3.3 **Applicant.** COP or the City when applying to the Appropriate Regulatory Agency for an Appropriate Permit.

3.4 **Appropriate Permit.** The permit issued by the Appropriate Regulatory Agency that authorizes the consumptive use of surface water from the Taylor Creek

Reservoir. As of the Effective Date, the Appropriate Permit is known as the consumptive use permit.

3.5 **Appropriate Regulatory Agency.** The administrative agency designated by the State of Florida to regulate the consumptive use of surface water from the Taylor Creek Reservoir. As of the Effective Date, the administrative agency so designated by the State of Florida with jurisdiction over the Taylor Creek Reservoir and the L-73 Canal is the District.

3.6 **ASR Parcels.** Four parcels of real property, each approximately a total of five (5) acres in area, which will be the primary location of approximately four (4) new ASR Wells and appurtenant facilities. These parcels of real property shall not include any existing internal roadways. The ASR Wells and appurtenant facilities shall consist of wells, pump houses, underground pipes and related facilities. Although surveys and legal descriptions have not yet been prepared, the parcels will be located in Township 24 South, Range 34 East, Section 18; south of Pipeline Road and west of the Dyal Plant.

3.7 **ASR Wells.** Aquifer storage and recovery wells needed by the City to withdraw, treat, store and transport Permitted Allocations of Water from the Taylor Creek Reservoir to its distribution system.

3.8 **City Wellfield.** That wellfield owned and operated by the City and located in Orange County, Florida as more specifically described in Consumptive Use Permit 2-095-0005UGMR.

3.9 **Closing.** The date on which the sale of the ASR Parcels shall be consummated.

3.10 **Commitment.** A written commitment or binder.

3.11 **Deposit.** Cash deposit in the amount of Five Hundred ($500.00) Dollars for the purchase of the ASR Parcels.

3.12 **District.** Refers to the St. Johns River Water Management District.

3.13 **Easement Property.** Easements in real property presently owned by COP that the City needs in order to construct, operate and maintain facilities needed to treat, store and transport water from the Taylor Creek Reservoir and in order to comply with the

proposed permit conditions contained in Consumptive Use Permit 2-097-0024ANG. These easements consist of the following tracts or interests in real property: (i) Pump Station Parcel; (ii) Alternate Pump Station Parcel; (iii) First Alternate Pipeline Route; (iv) Second Alternate Pipeline Route; (v) Taylor Creek Reservoir Vegetation Monitoring Transects; (vi) Taylor Creek Floodplain Vegetation Monitoring Transects; (vii) Hand Fern Vegetation Monitoring Transects; and, (viii) Reference Wetlands.

3.14 **ECFSI.** Refers to East Central Florida Services, Inc., a company affiliated with COP.

3.15 **Effective Date.** The date of the Contract's complete execution by the City and COP.

3.16 **Environmental Monitoring and Mitigation Easements.** Easements in real property presently owned by COP beyond those included in the Easement Property, that the City may need to acquire in order to monitor vegetation and wildlife; create mitigation wetlands or enhance or preserve wetlands or uplands; as a condition to future environmental permits or government approvals required for the use of the Taylor Creek Reservoir. These easements consist of the following tracts or interests in real property: (i) Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect; (ii) Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect; (iii) Supplemental Hand Fern Vegetation Monitoring Transect; (iv) Supplemental Reference Wetland; and, (v) Mitigation Sites.

3.17 **First Alternate Pipeline Route.** A 100 foot wide permanent easement from either the Pump Station Parcel or the Alternate Pump Station Parcel to the Dyal Water Treatment Plant for access roads, pipelines, swales, electrical power facilities and/or water management facilities. The pipeline will be located underground with above ground valving equipment. This route can generally be described as follows:

Segment 1---------- From either the Pump Station Parcel or Alternate Pump Station Parcel to the roadway off of the L-73 Canal levee (within Section 5, Township 25 South, Range 34 East, and Section 32, Township 24 South, Range 34 East). This segment is 100 feet wide and approximately 4500 feet long, for an approximate area of 10.33 acres.

Segment 2---------From the edge of L-73 Canal levee to the edge of State Road 532 (Section 32, Township 24 South, Range 34 East). This segment is 100 feet wide and approximately 4000 feet long for an approximate area of 9.2 acres.

Segment 3 ---------From the edge of State Road 532 north along Taylor Creek Road to the City's Dyal Water Treatment Plant (Sections 20, 29, and 32; Township 24 South, Range 34 East). This segment is 100 feet wide and approximately 11,000 feet long for an approximate area of 25.25 acres.

3.18 **Hand Fern Vegetation Monitoring Transects.** Easements about 100 feet wide covering approximately a total of 12.5 to 22.5 acres in five (5) hand fern monitoring transects to be located in and around the Taylor Creek floodplain downstream of the S-164 Control Structure. These easements are located as follows:

Transect	Length	Area	Location
#1	500 to 1000 ft.	2.5 to 4.5 acres	S4, T25S, R34E S5, T25S, R34E
#2	500 to 1000 ft.	2.5 to 4.5 acres	S33, T24S, R34E
#3	500 to 1000 ft.	2.5 to 4.5 acres	S33, T24S, R34E
#4	500 to 1000 ft.	2.5 to 4.5 acres	S33, T24S, R34E
#5	500 to 1000 ft.	2.5 to 4.5 acres	S33, T24S, R34E

3.19 **L-73 Canal.** A canal located adjacent to the Taylor Creek Reservoir within both Osceola and Orange Counties, Florida on a portion of the following sections of land:

Township 24 South: Range 33 East, Section 25; Range 34 East, Sections 30, 31 and 32; and

Township 25 South: Range 34 East, Sections 4, 5, 8, 9, 16, 21, 28, 29 and 32.

3.20 **Mitigation Sites.** Easements covering approximately a total of one hundred (100) acres of uplands or hydrologically impacted wetlands, which could be used to mitigate any adverse impact on wetlands or protected uplands of construction and/or operation activities associated with the City's withdrawal, storage, treatment and distribution of Water from the Taylor Creek Reservoir.

3.21 **Option Purchase Price.** The full purchase price of Eight Thousand ($8,000.00) Dollars, calculated on the basis of Two Thousand ($2,000.00) Dollars per acre, which purchase price shall escalate annually with the Consumer Price Index (All Urban Consumers – U.S. City Average) published by the U.S. Bureau of Labor Statistics or mutually agreed upon substitute index from the Effective Date forward for each Supplemental ASR Parcel.

3.22 **Permitted Allocation of Water or Permitted Allocation.** The quantity of surface water permitted to be withdrawn for a specific purpose from the Taylor Creek Reservoir or the L-73 Canal and authorized for use by an Appropriate Permit.

3.23 **Permitted Conveyance.** COP's right to sell, lease and convey easements and other interests in that area where the Supplemental ASR Parcels may be located.

3.24 **Policy.** A Marketability Title Insurance Policy (ATLA Form "B" Owners).

3.25 **Pump Station Parcel.** A parcel of real property approximately a total of forty (40) acres in area, which will be the primary location of a raw water intake structure and pump station on or near the L-73 Canal with associated facilities extending to into the Taylor Creek Reservoir. The pump station and associated facilities shall consist of a structure housing pumping equipment and treatment facilities, underground pipes, possibly an above-ground storage tank and related installations. This parcel is located in Osceola County within the Southwest one-quarter of the Northeast one-quarter of Section 5, Township 25 South, Range 34 East. It is square in shape with the diagonal line running roughly along the top of the L-73 Canal.

3.26 **Purchase Price.** The total purchase price of Forty Thousand ($40,000.00) Dollars for the ASR Parcels.

3.27 **Reference Wetlands.** Easements covering approximately a total of 6 to 12 acres in three (3) reference wetlands to be located within Sections 24 and 25 of Township 24 South, Range 33 East. These easements will be located north of the Taylor Creek Reservoir, south of the City Wellfield and border the floodplain of Jim Creek.

3.28 **Restricted Property.** Certain real property currently owned in whole or in part by COP in Orange and Osceola Counties, the approximate boundaries of which are shown on the map attached hereto as Exhibit A.

3.29 **S-164 Control Structure.** A control structure located adjacent to the Taylor Creek Reservoir within Osceola County, Florida in a portion of the Southwest one-quarter of the Northeast one-quarter of Section 5, Township 25 South, Range 34 East.

3.30 **Second Alternate Pipeline Route.** A 100 foot wide permanent easement from either the Pump Station Parcel or the Alternate Pump Station Parcel to the Dyal Water Treatment Plant for access roads, pipelines, swales, electrical power facilities and/or water management facilities. The pipeline will be located underground with above ground valving equipment. This route can generally be described as follows:

Segment 1---------- From either the Pump Station Parcel or Alternate Pump Station Parcel to the roadway off of the L-73 Canal levee (within Section 5, Township 25 South, Range 34 East, and Section 32, Township 24 South, Range 34 East). This segment is 100 feet wide and approximately 4500 feet long, for an approximate area of 10.33 acres.

Segment 2 --------- From the edge of L-73 levee to the edge of State Road 532 (Section 32, Township 24 South, Range 34 East). This segment is 100 feet wide and approximately 4,000 feet long, for an approximate area of 9.2 acres.

Segment 3 --------- Along State Road 532 to State Road 520, north along State Road 520 to the Dyal Treatment Plant.

3.31 **Settlement Agreement.** That written agreement dated March 24, 1992 between Deseret Ranches of Florida, Inc., the District and the Greater St. Johns River Basin.

3.32 **Substitute Parcel.** Parcels of real property owned by landowners other than COP and its related entities that could be used as the location of up to ten additional ASR Wells and appurtenant facilities.

3.33 **Supplemental ASR Parcels.** Ten parcels of real property, each approximately a total of four (4) acres in area, each of which could be the site of one additional ASR Well and appurtenant facilities. These parcels of real property shall not

include any existing internal roadways. The ASR Wells and appurtenant facilities shall consist of wells, pump houses, underground pipes and related facilities.

3.34 **Supplemental Hand Fern Vegetation Monitoring Transect.** Easement about 100 feet wide covering up to approximately a total of 4.5 acres in one (1) site to be located in and around the Taylor Creek floodplain downstream of the S-164 Control Structure, which could be the location of a hand fern monitoring transect in addition to those covered by the Hand Fern Vegetation Monitoring Transects, if required by future environmental permits and other governmental approvals.

3.35 **Supplemental Reference Wetland.** Easement covering up to approximately a total of 4 acres in one (1) site, which could be the location of a wetland monitoring site in addition to those covered by the Reference Wetlands, if required by future environmental permits and other governmental approvals.

3.36 **Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect.** Easement about 100 feet wide covering up to approximately a total of 6.9 acres in one (1) site to be located in and around the Taylor Creek floodplain downstream of the S-164 Control Structure, which could be the location of a vegetation monitoring transect in addition to those covered by the Taylor Creek Floodplain Vegetation Monitoring Transects, if required by future environmental permits and other governmental approvals.

3.37 **Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect.** Easement about 100 feet wide covering up to approximately a total of 8.0 acres in one (1) site to be located in and around the Taylor Creek Reservoir, which could be the location of a vegetation monitoring transect in addition to those covered by the Taylor Creek Reservoir Vegetation Monitoring Transects, if required by future environmental permits and other governmental approvals.

3.38 **Taylor Creek Floodplain Vegetation Monitoring Transects.** Easements about 100 feet wide covering approximately a total of 20 acres in five (5)

vegetation monitoring transects to be located in and around the Taylor Creek floodplain downstream of the S-164 Control Structure. These easements are located as follows:

Transect	Length	Area	Location
#5	3000 ft.	6.9 acres	S33, T24S, R34E
#6	2500 ft.	5.7 acres	S33, T24S, R34E
#7	900 ft.	2.1 acres	S32, T24S, R34E S33, T24S, R34E
#8	1800 ft.	4.1 acres	S32, T24S, R34E R33, T24S, R34E
#9	900 ft.	2.1 acres	S4, T25S, R34E S5, T25S, R34E

3.39 **Taylor Creek Reservoir.** A body of surface water impounded by a flood control levee located within both Orange and Osceola Counties, Florida, on a portion or all of the following sections of land:

Township 24 South: Range 33 East, Section 36; Range 34 East, Sections 31 and 32;

Township 25 South: Range 33 East, Sections 1, 2, 11, 12, 13, 14, 23, 24, 25 and 26; and

Township 25 South: Range 34 East, Sections 5, 6, 7, 8, 9, 16, 18, 21 28, and 29.

3.40 **Taylor Creek Reservoir Vegetation Monitoring Transects.** Easements about 100 feet in width covering approximately a total of 40 acres in ten (10) vegetation monitoring transects to be located in and around the Taylor Creek Reservoir. These easements are located as follows:

Transect	Length	Area	Location
#1	3500 ft.	8.0 acres	S31, T24S, R34E
#2	2000 ft.	4.6 acres	S12, T25S, R33E S7, T25S, R34E
#3	2000 ft.	4.6 acres	S13, T25S, R33E

#4	1000 ft.	2.3 acres	S14, T25S, R33E S13, T25S, R33E S24, T25S, R33E
#5	1000 ft.	2.3 acres	S23, T25S, R33E
#6	1500 ft.	3.5 acres	S24, T25S, R33E
#7	2000 ft.	4.6 acres	S24, T25S, R33E S13, T25S, R33E
#8	2000 ft.	4.6 acres	S7, T25S, R34E S18, T25S, R34E
#9	1500 ft.	3.5 acres	S8, T25S, R34E S5, T25S, R34E
#10	1000 ft.	2.3 acres	S11, T25S, R33E

3.41 **USACOE.** Refers to the United States Army Corps of Engineers.

3.42 **Upstream Tributaries.** The upstream tributaries of the Taylor Creek Reservoir, as follows: (i) North Fork (Sections 10 and 11, Township 25 South, Range 33 East); South Fork (Sections 22, 23 and 26, Township 25 South, Range 33 East); (ii) Bull Branch (Section 18, Township 25 South, Range 34 East); (iii) Gator Branch (Sections 25 and 26, Township 25 South, Range 33 East); (iv) Beef Camp Branch (Sections 14 and 23, Township 25 South, Range 33 East); (v) Bonnet Gully (Sections 2, 3, and 11, Township 25 South, Range 33 East); and (vi) Orange Branch (Section 36, Township 24 South, Range 33 East; Section 31, Township 24 South, Range 34 East).

3.43 **Vested Allocation of Water or Vested Allocation.** The quantity of Water, which is contractually allocated herein for the exclusive use of either the City or COP. Once a quantity of Water becomes a Vested Allocation it is available for the exclusive use of that particular party for the remaining term of this Contract, regardless of whether the quantity of Water is also a Permitted Allocation for any part or all of the remaining term of the Contract.

3.44 **Water.** Refers to surface water from the Taylor Creek Reservoir and the L-73 Canal north of the crossing of State Road 532.

4. **VESTED ALLOCATIONS OF WATER.** The City acknowledges that as of the Effective Date and throughout the term of this Contract, COP is permanently and irrevocably entitled to its Vested Allocations of Water as provided in this Contract irrespective of the existence of any Appropriate Permit authorizing use by the COP. COP's Vested Allocations and Permitted Allocations may only be assigned or transferred in accordance with Section 4.7. COP's Vested Allocations are subject to increase as provided in Section 4.6. Once increased as set forth in Section 4.6, the incremental quantity becomes a Vested Allocation of Water for the remaining term of this Contract. The City agrees that it will not object to, oppose or contest the validity, modification, or renewal of any Appropriate Permit or application for Appropriate Permit authorizing the use by COP of any present or future Vested Allocation of Water. The City further agrees that is will not apply for any Appropriate Permit to use any COP Vested Allocation or otherwise attempt to use any COP Vested Allocation. Similarly, COP acknowledges that as of the Effective Date and throughout the term of this Contract the City is permanently and irrevocably entitled to Vested Allocations of Water as provided in this Contract, irrespective of the existence of any Appropriate Permit authorizing use by the City. The City's Vested Allocations and Permitted Allocations may only be assigned or transferred in accordance with Section 4.7. The City's Vested Allocations are subject to increase as provided in Section 4.6. Once increased as set forth in Section 4.6, the incremental quantity becomes a Vested Allocation of Water for the remaining term of this Contract. COP agrees that it will not object to, oppose or contest the validity, modification, or renewal of any Appropriate Permit or application for Appropriate Permit authorizing the use by the City of any present or future Vested Allocation of Water. COP further agrees that it will not apply for any Appropriate Permit to use any of the City's Vested Allocations or otherwise attempt to use any of the City's Vested Allocations.

4.1 **COP's Vested Allocation of Water: 823 Million Gallons.** The City acknowledges COP has a Vested Allocation of Water consisting of 823 million gallons per

annum. The City also acknowledges that this Vested Allocation is a Permitted Allocation and therefore currently authorized for use by Consumptive Use Permit 23770. COP's Vested Allocation may only be assigned or transferred in accordance with Section 4.7. The City shall not oppose, impede or interfere with the continuation, modification, or renewal of Consumptive Use Permit 23770 by COP, nor shall the City oppose, impede or interfere with COP's right to increase this Vested Allocation (and the Permitted Allocation) as provided in Section 4.6; provided, however, any increase in the Vested Allocation (and the Permitted Allocation) shall not interfere or take precedence over any previously Vested Allocation of the City, and any change in the location of the withdrawal points currently permitted under Consumptive Use Permit 23770 shall not substantially interfere with the City's Vested Allocation of water under the pending Consumptive Use Permit 2-097-0024ANG. The City further agrees that it will not apply for any Appropriate Permit or otherwise attempt to use any part of the COP's Vested Allocation of 823 million gallons during the term of this Contract.

4.2 **COP's Vested Allocation of Water: 125 Million Gallons.** The City acknowledges COP has a Vested Allocation of Water consisting of 125 million gallons per annum. The City also acknowledges that this Vested Allocation is also a Permitted Allocation and therefore currently authorized for use by Consumptive Use Permit 2-095-0003UM5. COP's Vested Allocation may only be assigned or transferred in accordance with Section 4.7. The City shall not oppose, impede or interfere with the continuation, modification, or renewal of Consumptive Use Permit 2-095-0003UM5 by COP, nor shall the City oppose, impede or interfere with COP's right to increase the Vested Allocation (and the Permitted Allocation) as provided in Section 4.6; provided, however, any increase of the Vested Allocation (and the Permitted Allocation) shall not interfere or take precedence over any previously Vested Allocation of Water of the City, and any change in the location of the withdrawal points currently permitted under Consumptive Use Permit 2-095-0003UM5 shall not substantially interfere with the City's Vested Allocation of water under the pending

Consumptive Use Permit 2-097-0024ANG. The City further agrees that it will not apply for any Appropriate Permit or otherwise attempt to use any part of the COP's Vested Allocation of 125 million gallons of water during the term of this Contract. (2 M6 D

4.3 **City's Vested Allocation of Water: 4.38 Billion Gallons.** COP acknowledges the City has a Vested Allocation of Water consisting of 4.38 billion gallons per annum. COP also acknowledges that this Vested Allocation will become a Permitted Allocation upon issuance of Consumptive Use Permit 2-097-0024ANG. The City's Vested Allocation may only be assigned or transferred in accordance with Section 4.7. The COP shall not oppose, impede or interfere with the continuation, modification, or renewal of Consumptive Use Permit 2-097-0024ANG by the City, nor shall the COP oppose, impede or interfere with the City's right to increase the Vested Allocation (and the Permitted Allocation) as provided in Section 4.6; provided, however, any increase of the Vested Allocation (and the Permitted Allocation) shall not interfere or take precedence over any previously Vested Allocation of Water of the COP, and any change in the location of the withdrawal points permitted under Consumptive Use Permit 2-097-0024ANG shall not substantially interfere with the COP's Vested Allocation of Water under Consumptive Use Permits 23770 and 2-095-0003UM5. The COP further agrees that it will not apply for any Appropriate Permit or otherwise attempt to use any part of the City's Vested Allocation of 4.38 billion gallons during the term of this Contract.

4.4 **COP's Additional Vested Allocation of Water.** The City's shall not oppose, impede or interfere with COP's use or attempt to permit the use of a quantity of Water beyond the Vested Allocations provided in Sections 4.1 and 4.2; provided such additional quantities shall not cause the City to lose any previously Vested Allocation.

4.5 **City's Additional Vested Allocation of Water.** COP shall not oppose, impede or interfere with the City's use or attempt to permit the use of a quantity of Water beyond the Vested Allocations provided in Section 4.3; provided such additional quantities shall not cause COP to lose any previously Vested Allocation.

4.6 **Procedure for Increasing Vested Allocation of Water.**

4.6.1 The Vested Allocations of Water so designated in Sections 4.1, 4.2 and 4.3 shall remain Vested Allocations during the term of this Contract.

4.6.2 COP and the City shall have the right to increase their respective Vested Allocations of Water as provided in Section 4.4 and 4.5.

4.6.3 Upon filing of an application for the Appropriate Permit with the Appropriate Regulatory Agency by the Applicant, the requested quantity of Water shall become a temporary Vested Allocation of Water and provisions of Sections 4.4 and 4.5 shall apply to prevent the other party from opposing, impeding or interfering with the application for a period of two (2) years from the date the application is filed, or denial of the application or withdrawal of the application or issuance of the Appropriate Permit, whichever shall first occur.

4.6.4 Upon issuance of the Appropriate Permit, the temporary Vested Allocation shall become a Vested Allocation of Water of the Applicant for the remaining term of this Contract; unless, the quantity of Water authorized under the Appropriate Permit is less than the temporary Vested Allocation, in which case the Vested Allocation shall be the same as the quantity of Water authorized under the Appropriate Permit for the remaining term of this Contract.

4.6.5 In the event the temporary Vested Allocation does not become a Vested Allocation as provided in Section 4.6.4 within two years of filing of the application, or in the event of denial by the Appropriate Regulatory Agency or withdrawal of the permit, the other party (the non-applicant) may file an application for the Appropriate Permit and the provisions of Section 4.6.3 and 4.6.4 shall apply. In the event that both parties have an application for an Appropriate Permit pending simultaneously, neither party shall oppose, impede or interfere with the approval of the application filed by the other party.

4.6.6 The two year time period granted an Applicant under Sections 4.6.3 and 4.6.5 to convert its temporary Vested Allocation into a Vested Allocation shall be tolled by any

administrative or judicial proceedings initiated by the Applicant or some third party. This time period shall begin running again upon issuance of a final order by the Appropriate Regulatory Agency, or in the event of an appeal, upon issuance of a mandate by the appellate court.

4.7 **Transfer of Vested Allocations And Permitted Allocations of Water.** COP may assign or transfer its Vested Allocations, Permitted Allocations or any Appropriate Permit to entities owned, controlled or affiliated with COP or any subsidiary thereof without the City written consent; provided, the assignee or transferee agrees to be bound by COP's contractual obligations under Sections 4 and 5 and execute an appropriate form as specified in Section 22. COP shall not assign or transfer its Vested Allocations or Permitted Allocations to entities it does not own or control or who are not affiliated with COP, without the City's written consent. The City shall not assign or transfer its Vested Allocations or Permitted Allocations without COP's written consent.

5. COP'S ADDITIONAL DUTIES REGARDING PERMITTING OF CITY'S WITHDRAWAL OF WATER FROM TAYLOR CREEK RESERVOIR.

5.1 **Voluntary Dismissal with Prejudice of COP's Challenge to the City's Application for Consumptive Use Permit 2-097-0024ANG.** Within five (5) days following the Effective Date, COP shall voluntarily dismiss with prejudice its Petition for Formal Hearing in the case of *Corporation of the President of the Church of Jesus Christ of Latter Day Saints v. City of Cocoa, et al.*, DOAH Case No. 91–5402, using the form attached hereto as Exhibit B. Neither COP nor any business entity owned or controlled by COP shall oppose, impede or interfere with the District's final approval of the City's pending consumptive use permit application or the approval of the City's pending consumptive use permit application by the Florida Land and Water Adjudicatory Commission or an appellate court, should the District's Final Order be appealed. COP and the City shall bear their own attorneys fees and costs with respect to DOAH Case 91–5402.

5.2 **Permits And Other Government Approvals Needed for City's Taylor Creek Reservoir Project.** Neither COP nor any business entity owned or controlled by COP or by one of COP's subsidiary or affiliated companies shall contest, oppose, impede or interfere with any permit or other government approval required for the City to withdraw, store and/or transport water from the Taylor Creek Reservoir pursuant to the terms and conditions of this Contract, including but not limited to zoning changes or zoning variances on any easement or fee simple interest currently held by the City, any easement or fee simple interest acquired by the City under this Contract and any easement or fee simple interest acquired by the City from someone other than COP and its affiliated companies; provided said permit or government approval shall not cause COP or any business entity owned or controlled by COP to lose any Vested Allocation of Water or otherwise substantially interfere with any permitted land use of COP as provided in Section 6.2. Except as to any easement or fee simple interest acquired by the City under this Contract, the City shall not seek or obtain any rezoning or variance on any real property owned by COP on the Effective Date. Upon termination or expiration of this Contract, the City shall seek to restore within one (1) year any easement acquired by the City under this Contract, with the exception of any Mitigation Site, to the zoning classification in effect on the Effective Date, if so requested by COP. COP recognizes the City exercises no zoning authority over the easement property in question and the decision to restore the original zoning classification for this property rests exclusively with other political subdivisions of the State of Florida, including, but not limited to Orange and Osceola Counties.

5.3 **Operating Elevation Of Taylor Creek Reservoir.** Neither COP, any business entity owned or controlled by COP or by one of COP's subsidiary or affiliated companies nor the City shall contest, oppose, impede or interfere with any action by the other party to modify the operating schedule for the Taylor Creek Reservoir up to a high elevation of 47.5 feet NGVD or down to a low elevation of 36 feet NGVD. Upon the Effective Date, COP and the City consent without further action to having the Taylor Creek

Reservoir operated up to a high elevation of 47.5 feet NGVD or down to a low elevation of 36 feet NGVD. Neither the City nor COP shall request the USACOE to increase the upper limit of the operating schedule for the Taylor Creek Reservoir above 47.5 feet NGVD or reduce the lower limit of the operating schedule below 36 feet NGVD without the other party's express written consent.

6. COP'S USE RIGHTS PRESERVED.

6.1 **Reclassification of Taylor Creek Reservoir and Associated Watershed.** The City shall not initiate or request reclassification of the Taylor Creek Reservoir or associated watershed to Class I Waters pursuant to Chapter 403, Florida Statutes, and Chapter 17-302, Florida Administrative Code, or any similar or more restrictive statutory, regulatory or administrative classification during the term of this Contract. The City and COP shall vigorously oppose and contest any effort or attempt any such reclassification through litigation, if necessary, including administrative and state court challenges, with subsequent appeals to the appropriate court of last resort.

6.2 **COP's Land Uses Preserved.** COP shall have the right to use the Restricted Property for all existing and future land uses permitted by law. Currently, the land uses on the Restricted Property include but are not limited to, cattle grazing, fertilizer application, pesticide application, herbicide application, timber harvest, wildlife management, hunting leases, fishing leases, residences for members of the fish camp including wells, septic tanks, and the use of boats equipped with gasoline combustion engines. It is anticipated that as the fish camp is expanded or as new members build their own residences, additional wells and septic tanks may be installed. The City covenants that it will not object to, oppose or contest the continuation or expansion of any existing land use on the Restricted Property. The City further covenants not to object to, oppose or contest the development of the Restricted Property for residential and commercial use, including retention ponds and other surface water management systems. Additionally, the City shall not oppose, impede or interfere with any future land use reclassifications, zoning changes or

development approval of the Restricted Property. The foregoing notwithstanding, COP agrees that during the term of this Contract, COP shall not use the Restricted Property in a manner that would result in the introduction of hazardous or toxic substances or other similar contaminants into the Taylor Reservoir that would make the City's use of the surface water from the Taylor Creek Reservoir economically impracticable.

6.3 **Drawdown of Taylor Creek Reservoir by COP.** The City shall not contest any drawdown of the Taylor Creek Reservoir initiated at COP's request for fish propagation purposes; provided, the City receives at least one (1) year's advance notice of the proposed drawdown, the frequency of the drawdown is limited to once every five (5) years, and COP seeks regulatory approval to conduct the drawdown during the months of March, April and May, if feasible and permittable. COP shall not seek a drawdown of the Taylor Creek Reservoir that will result in a maximum operating elevation below 36 feet NGVD without the City's express written consent.

7. SURVEYING ACTIVITIES.

7.1 **General.** The City and COP acknowledge that in order to construct, operate and maintain facilities needed by the City to withdraw, store and/or transport water from the Taylor Creek Reservoir, from time to time it will be necessary for the City and/or its consultants to perform certain surveying activities in and around the Taylor Creek Reservoir, the L-73 Canal, the S-164 Control Structure, the Taylor Creek floodplain downstream of the S-164 Control Structure and the proposed pipeline routes.

7.2 **COP's Authorization.** COP authorizes the City to conduct surveying activities on the following sections of its property north of the crossing of State Road 532 to the extent such activities comply with the requirements of applicable law, including Sections 471.027 and 472.029, Florida Statutes:

L-73 CANAL AND LEVEE

Township 24 South, Range 33 East, Section 25; and

Township 24 South, Range 34 East, Sections 30, 31 and 32; and

Township 25 South, Range 34 East, Sections 4, 5, 8, 9, 16, 21, 28, 28, 29 and 32.

S-164 CONTROL STRUCTURE – Section 5 of Township 25 South, Range 34 East.

TAYLOR CREEK FLOODPLAIN

Township 24 South, Range 34 East, Sections 32 and 33; and

Township 25 South, Range 34 East, Sections 4 and 5.

TAYLOR CREEK RESERVOIR

Township 24 South, Range 33 East, Section 36; and

Township 24 South, Range 34 East, Sections 31 and 32; and

Township 25 South, Range 33 East, Sections 1, 2, 10, 11, 12, 13, 14, 22, 23, 24, 25 and 26; and

Township 25 South, Range 34 East, Sections 5, 6, 7, 8 and 18.

7.3 **Notice to COP.** The City agrees to provide COP at least five (5) days prior written notice of any surveying activities. The notice shall identify the time, date and location of these surveying activities and the person designated by the City to conduct them.

7.4 **Damages Resulting from Surveying Activities.** Nothing in Section 7 shall be construed as authorizing the City to destroy, injure, damage or alter anything on COP's property. The City shall be financially responsible for any physical damage to, or destruction of, personnel or real property resulting from its surveying activities. In addition, the City shall indemnify COP for all claims, demands, lawsuits, judgments and damages arising from or during any surveying activities as provided in Section 18.

7.5 **Copies of Documents.** The City shall provide COP with copies of all surveys, sketches and field notes prepared by the City or any third party on the City's behalf, as a result of the surveying activities provided in this Section within ninety (90) days of preparation.

8. **GRANT OF LICENSE TO CONDUCT FIELD INVESTIGATIONS.** COP, in consideration of Ten ($10.00) Dollars, paid by the City

to COP, and other valuable consideration, receipt of which is hereby acknowledged by COP, grants the City a license for a period of four (4) years starting on the Effective Date to conduct certain field investigations on specific parcels of COP's real property, that are particularly described below, on the following described terms and conditions:

8.1 **Geotechnical Investigations.**

8.1.1 General. The City is authorized to conduct geotechnical investigations on those specific parcels of property described below to: (i) determine the suitability of the City's proposed pump station location, (ii) determine the stability of the L-73 Canal levee and the S-164 Control Structure, (iii) assess the amount of available bank storage, (iv) assess the amount of seepage through the L-73 Canal levee, and (v) analyze subsurface conditions on the parcel(s) where ASR Wells are to be located and along the proposed routes of the City's pipelines.

8.1.2 Pump Station Parcel. COP shall provide the City temporary access to the Pump Station Parcel.

8.1.3 Alternative Pump Station Parcel. COP shall provide the City temporary access to the Alternative Pump Station Parcel.

8.1.4 L-73 Canal Access Parcel. COP shall provide the City temporary access to the length of the L-73 Canal from its north end south to the crossing on State Road 532, with a width of 1320 feet from either side of the centerline of the top of the levee.

8.1.5 L-73 Canal and S-164 Control Structure Access Parcel. COP shall provide the City access to the L-73 Canal and levee and the S-164 Control Structure for sampling equipment which may include drill rigs, augers and other devices.

8.1.6 Perimeter Sampling Parcel. COP shall provide the City access to the upland perimeter of the Taylor Creek Reservoir to conduct bank storage sampling. This sampling will be conducted below the 45 foot NGVD contour of the Taylor Creek Reservoir. Said 45 foot NGVD contour is contained within the following sections of land:

Township 24 South: Range 33 East, Section 36; Range 34 East, Sections 31 and 32; and

Township 25 South: Range 33 East, Sections 1, 2, 11, 12, 13, 14, 23, 24, 25 and 26; and

Township 25 South: Range 34 East, Sections 5, 6, 7, 8, 9, 16, 18, 21 28, and 29.

8.1.7 Easement Access Parcel I. COP shall provide the City temporary access to the First Alternate Pipeline Route

8.1.8 Easement Access Parcel II. COP shall provide the City temporary access to the Second Alternate Pipeline Route

8.1.9 ASR Parcels Access Parcel. COP shall provide the City temporary access to the ASR Parcels

8.1.10 Alternate ASR Parcel Access Parcel. If the City concludes pursuant to Section 9.13 that the ASR Parcels are not suitable for the construction, operation or maintenance of ASR wells in whole or in part, COP shall provide the City temporary access to the Alternate ASR Parcel.

8.1.11 Supplemental ASR Access Parcel. If the City concludes pursuant to Section 10 that additional ASR Wells are needed on COP's real property, and all preconditions to the exercise of the option granted the City under Section 10 have occurred, COP shall within fifteen (15) days of receiving notice provide the City access to the real property described in Section 10.3. Section 8 notwithstanding, the license granted under Section 8.1.11 shall expire sixty (60) days from the date the City is granted access to the real property.

8.1.12 Damages Resulting from Geotechnical Investigations. Nothing in Section 8 shall be construed as authorizing the City to destroy, injure, damage or alter anything on COP's property. The City shall be financially responsible for any physical damage to, or destruction of, personal or real property resulting from geotechnical investigations. In

addition, the City shall indemnify COP for all claims, demands, lawsuits, judgments and damages arising from or during any geotechnical investigations as provided in Section 18.

8.1.13 Copies of Documents. The City shall provide COP with copies of all documents prepared in connection with geotechnical investigations by the City or any third party on the City's behalf, as a result of the geotechnical investigations within ninety (90) days of preparation.

8.2 **Water Treatment Pilot Plant Testing and Sampling Program.**

8.2.1 General. The City is authorized to conduct a temporary water treatment pilot plant testing and sampling program on the Pump Station Parcel or the Alternate Pump Station Parcel to determine design parameters for the City's proposed withdrawal, treatment and transmission facilities. The pilot plant will be used to test the ability of various chemical, biological and mechanical systems to treat water from the Taylor Creek Reservoir to meet primary and secondary drinking water standards. Treated potable water may be discharged from the pilot plant to the Taylor Creek Reservoir. The City shall not produce any discharge of chemicals or other substances, or any odors so as to constitute a nuisance or violate any applicable statute, rule or permit.

8.2.2 Water Treatment Pilot Plant Testing Facility. COP shall permit the City to locate a temporary mobile facility for a period not to exceed 52 weeks on either the Pump Station Parcel or the Alternate Pump Station Parcel to conduct pilot testing. COP shall also permit the City to install and operate temporary pumping facilities on either the Pump Station Parcel or the Alternate Pump Station Parcel for a period not to exceed 52 weeks to withdraw water from the Taylor Creek Reservoir, transport water to the mobile facility and discharge water from said facility to a discharge point. COP shall provide access to the mobile facility from the north and south sides of the S-164 Control Structure.

8.2.3 Damages Resulting from Water Testing and Sampling Programs. Nothing in Section 8 shall be construed as authorizing the City to destroy, injure, damage or alter anything on COP's property without first obtaining COP's written permission. The

City shall be financially responsible for any physical damage to, or destruction of, personnel or real property resulting from water testing and sampling programs. In addition, the City shall indemnify COP for all claims, demands, lawsuits, judgments and damages arising from or during any water testing or sampling programs as provided in Section 18.

8.2.4 Copies of Documents. The City shall provide COP with copies of all documents prepared in connection with water testing and sampling programs by the City or any third party on the City's behalf, as a result of the water testing and sampling programs within ninety (90) days of preparation.

8.3 **Hydrologic/Hydraulic Investigations.**

8.3.1 General. The City is authorized to conduct hydrologic/hydraulic investigations to assess: (i) stage-storage characteristics of the Taylor Creek Reservoir, (ii) stage-discharge characteristics of the S-164 control structure, (iii) hydraulic characteristics of the L-73 Canal and the downstream channel of Taylor Creek, and (iv) the hydraulic characteristics of the Upstream Tributaries.

8.3.2 Hydrologic/Hydraulic Investigation Parcel. COP shall provide the City temporary access to the S-164 Control Structure, the L-73 Canal and levee from its north end to the crossing on State Road 532, the floodplain of Taylor Creek downstream of the S-164 Control Structure, and the channels of the Upstream Tributaries.

8.3.3 Damages Resulting from Hydrologic/Hydraulic Investigations. Nothing in Section 8 shall be construed as authorizing the City to destroy, injure, damage or alter anything on COP's property. The City shall be financially responsible for any physical damage to, or destruction of, personnel or real property resulting from hydrologic/hydraulic investigations. In addition, the City shall indemnify COP for all claims, demands, lawsuits, judgments and damages arising from or during any hydrologic/hydraulic investigations as provided in Section 18.

8.3.4 Copies of Documents. The City shall provide COP with copies of all documents prepared in connection with hydrologic/hydraulic investigations by the City or

any third party on the City's behalf, as a result of the hydrologic/hydraulic investigations within ninety (90) days of preparation.

8.4 **Ecological Investigations.**

8.4.1 General. The City is authorized to conduct ecological investigations to assess the environmental impacts of withdrawals from the Taylor Creek Reservoir and/or changes in the operating schedule for the Taylor Creek Reservoir on vegetation and wildlife in and around the Taylor Creek Reservoir and the Taylor Creek floodplain downstream of the S-164 Control Structure.

8.4.2 Access to Property. COP shall provide the City access to the S-164 Control Structure, the L-73 Canal and levee from its north end to the crossing on State Road 532 and the floodplain of Taylor Creek downstream of the S-164 Control Structure.

8.4.3 Damages Resulting from Ecological Investigations. Nothing in Section 8 shall be construed as authorizing the City to destroy, injure, damage or alter anything on COP's property. The City shall be financially responsible for any physical damage to, or destruction of, personnel or real property resulting from ecological investigations. In addition, the City shall indemnify COP for all claims, demands, lawsuits, judgments and damages arising from or during ecological investigations as provided in Section 18.

8.4.4 Copies of Documents. The City shall provide COP with copies of all documents prepared in connection with ecological investigations by the City or any third party on the City's behalf, as a result of the ecological investigations within ninety (90) days of preparation.

8.5 **Investigation Procedure.** Before any field investigations authorized pursuant to Sections 8.1 through 8.4 are to occur, the City shall comply with the following procedure:

8.5.1 Notice. The City agrees to provide COP at least five (5) days prior written notice of any investigation activities. The notice shall identify the time, date and location of these activities and the person(s) designated by the City to conduct them.

8.5.2 Observation by COP Employee. COP is entitled to designate an employee or agent to observe the City's field investigations and otherwise accompany the City's representatives. However, any expenses associated with such observations shall be borne by COP.

8.5.3 Access to Property. COP shall provide the City with keys to locks or combination locks for any COP gates preventing access to the property where the field investigations are to occur. The City shall return any keys to COP within seven (7) days after the license granted under Section 8 expires.

8.5.4 Damages Resulting from Investigations. The City shall be financially responsible for any physical damage to, or destruction of, personnel or real property resulting from its field investigation activities. In addition, the City shall indemnify COP for all claims, demands, lawsuits, judgments and damages arising from or during any field investigation activities as provided in Section 18.

8.5.5 Copies of Documents. The City shall provide COP with copies of all documents prepared in connection with its field investigations by the City or any third party as a result of the field investigations within ninety (90) days of preparation.

8.6 **Early Termination of License.** The license granted under Section 8 shall expire and not extend to any property acquired by the City pursuant to Sections 9 through 12.

9. **PURCHASE AND SALE OF ASR PARCELS.** For and in consideration of the mutual covenants and promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and COP agree as follows:

9.1 **Purchase Price.** COP shall sell to the City and the City shall purchase from COP the ASR Parcels for the Purchase Price payable at the time of Closing by cashier's check or certified funds. The approximate location of the proposed ASR Parcels are within the area depicted on the map attached hereto as Exhibit C.

9.2 **Deposit.** COP acknowledges receipt from the City of the Deposit to apply to the Purchase Price of the ASR Parcels at Closing.

9.3 **Closing.** The Closing shall take place on or before one hundred and twenty (120) days from the Effective Date. The exact date for the Closing on the ASR Parcels shall be set by the City, with at least five (5) days prior notice to COP. This sale shall be closed at the offices of de la Parte & Gilbert, P.A., One Tampa City Center, Suite 2300, Tampa, Florida 33602, or at such other location acceptable to the City.

9.4 **Costs.** COP shall pay all expenses incidental to transfer of title to the ASR Parcels, including, but not limited to, recording fees, documentary stamps, and similar expenses, as well as the cost of recording any corrective instruments required to perfect title.

9.5 **Conveyance.** Upon payment of the Purchase Price, COP shall convey in fee simple the ASR Parcels to the City by statutory warranty deed using the form attached hereto as Exhibit D. Said conveyance is to be free and clear of all liens and encumbrances, except for: (i) taxes and assessments for the year of closing and subsequent years; (ii) zoning ordinances of record and local government restrictions of record; and, (iii) public utility easements of record.

9.6 **Remedies Upon Default.** If the City fails to perform its obligations under Section 9 within the time specified, the Deposit may be retained by COP as liquidated damages and in full settlement of any claims under Section 9; whereupon, the City and COP shall be relieved of all obligations under Section 9, or COP, at COP's option, may proceed in equity to enforce COP's rights under Section 9. If, for any reason other than failure of COP to make its title marketable after diligent effort, COP fails, neglects or refuses to perform under Section 9, the City may seek specific performance or elect to receive the return of its Deposit without thereby waiving any action for damages resulting from COP's failure, neglect, or refusal to perform.

9.7 **Title Insurance.**

9.7.1 COP shall obtain and deliver to the City within a reasonable time after the Closing, a Policy unqualified, on the ASR Parcels in the amount of the Purchase Price; such Policy to be issued by a title insurance company. COP shall pay the reasonable Policy premium for said Policy at Closing. COP shall further cause to be delivered to the City within twenty (20) days of the Effective Date a Commitment and copies of all documents affecting title to the ASR Parcels as shown on said Commitment.

9.7.2 In the event the Commitment for the Policy shows an exception to title, the City shall notify COP or its attorney in writing within ten (10) days of receipt of the Commitment specifying the material defects which exist with respect to the title and which, in the City's reasonable opinion, materially, adversely affect the use, value or marketability of the ASR Parcels. COP agrees to proceed immediately and diligently to cure any defects in title for which it has received notice hereunder. COP shall have a period of sixty (60) days after receipt of such written notice within which to cure any material defects in title so that the Policy will be written without such defect. Subject to the other terms and provisions of this Contract, the sale of the ASR Parcels shall be closed within ten (10) days after written proof of the successful completion of such cure being provided to the City; provided, however, no such Closing shall be earlier than the date of Closing as hereinafter provided. If COP, after a good faith effort, fails to cure the defects within the time provided, the City may, at its option, either (i) request return of its Deposit and terminate Section 9, thereupon all rights and liabilities arising under Section 9 shall terminate, or (ii) waive all conditions in Section 9.6 and, subject to all other terms and provisions of Section 9, close this transaction in the same manner as if no such defect or defects had been found.

9.8 **Survey.** The City shall, at its own expense, obtain a survey of the ASR Parcels prior to Closing, certified in a manner sufficient for the issuance of a title insurance commitment deleting the survey exception, said certification to include COP, the City and the title insurance company. If the survey shows any encroachments or that improvements

intended to be located on the ASR Parcels in fact encroach on setback lines, easements, lands owned by other persons or violate any restrictions, agreements, covenants or applicable governmental regulations, the same shall be treated as a title defect.

9.9 **Lien and Possession Affidavit.** At Closing, COP shall furnish a Seller's Affidavit in a form acceptable to the title company and sufficient to remove standard printed exceptions to title in the Policy regarding (i) unrecorded matters (except general real estate taxes not yet due and payable); (ii) parties in possession, and (iii) mechanics' liens.

9.10 **Withholding Tax.** At Closing, COP shall furnish an Affidavit in compliance with Section 1445 of the Internal Revenue Code of 1954, as amended, establishing that COP is not a "foreign person."

9.11 **Public Disclosure.** At least ten (10) days prior to Closing, COP shall furnish an Affidavit in compliance with Section 286.23, Florida Statutes.

9.12. **Survival.** Any provision of Section 9 which by its nature and effect is required to be observed, kept or performed after Closing shall survive the Closing and shall not be merged therein but shall remain binding upon and for the benefit of the parties hereto and their respective successors and assigns until fully observed, kept or performed.

9.13 **Testing Results And Option to Acquire Alternate ASR Parcel.** In the event the City concludes, based on the results of tests performed on the ASR Parcels, they is not suitable for the construction, operation or maintenance of ASR wells in whole or in part, the City may at its option acquire the Alternate ASR Parcel. The Alternate ASR Parcel shall be located within the area depicted on the map attached hereto as Exhibit E. The City shall have one hundred and twenty (120) days from the Effective Date to exercise this option. The purchase and sale of the Alternative ASR Parcel shall be governed by Sections 9.1 through 9.12, except the purchase price for the Alternate ASR Parcel shall be Twenty-Four Thousand ($24,000.00) Dollars.

9.14 **Use of ASR Parcels or Alternate ASR Parcel.** The purchase price for the ASR Parcels or the Alternate ASR Parcel has been established in part upon the City's

representation and agreement, which shall survive closing, that neither the ASR Parcels nor the Alternate ASR Parcel shall be utilized for water treatment or above-ground water storage or in any other manner that would create a nuisance. The City agrees that the use of the ASR Parcels or the Alternate Parcel shall be limited to underground storage of water and the operation of associated and appurtenant facilities and this agreement shall survive the closing.

10. **GRANT OF CONDITIONAL OPTION FOR SUPPLEMENTAL ASR PARCELS.** COP, in consideration of Ten ($10.00) Dollars, paid by the City to COP, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged by COP, grants the City a conditional option to purchase Supplemental ASR Parcels, on the following described terms and conditions:

10.1 **Option Term.** The term of the option granted by COP to the City pursuant to Section 10 of this Contract shall be for a period of fifteen (15) years, starting on the Effective Date.

10.2 **Purchase Price.** The Option Purchase Prices shall be payable at closing, as hereinafter provided upon election by the City to exercise this option.

10.3 **Exercise of Option.** The City may only exercise its option to purchase any Supplemental ASR Parcel, after it has pursued all available legal methods and remedies to obtain Substitute Parcels, including but not limited to, the exercise of the power of eminent domain. In the event the City is unable to obtain a Substitute Parcel by exhaustion of all available legal methods and remedies, the City may exercise its option to acquire the Supplemental ASR Parcels, by giving COP written notice of its decision to acquire one or more Supplemental ASR Parcels any time prior to expiration of the option term specified in Section 10.3. The Supplemental ASR Parcels shall be located within the area depicted on the map attached hereto as Exhibit F shall be near the property owned by the City where the Dyal Water Treatment Plant is located and shall not be adjacent to a road. The exercise by the City of its option to acquire a Supplemental ASR Parcel shall not preclude the City from subsequently exercising its option to acquire additional Supplemental ASR Parcels; provided

that the City has first pursued all available legal methods and remedies to obtain another Substitute Parcel for the additional Supplemental Parcel previously acquired by the City. The total number of Supplemental ASR Parcels acquired by the City shall not exceed ten and the combined area of all Supplemental ASR Parcels shall not exceed forty (40) acres. None of the Supplemental ASR Parcels shall be utilized for water treatment or in any manner that would create a nuisance. The City agrees that the use of any Supplemental ASR Parcel should be limited to underground storage of water and the operation of associated and appurtenant facilities. These covenants shall survive closing.

10.4 **Right Of First Refusal.** During the term of the option granted to the City pursuant to Section 10 of this Contract, COP shall have the right to conduct a Permitted Conveyance. However, prior to any Permitted Conveyance, the COP shall first provide the City with written notice of the intended Permitted Conveyance, after which the City shall have a period of ninety (90) days to exercise a right of first refusal to acquire the interest intended to be conveyed as a Permitted Conveyance upon the same terms and conditions as described in the notice. In the event the City elects to exercise this right of first refusal with respect to any Permitted Conveyance that is less than the entire fee simple interest, any payments made by the City shall subsequently be applied as a credit against the purchase price of any Supplemental ASR Parcel subject to such Permitted Conveyance that the City elects to purchase under the option granted by Section 10 of this Contract.

10.5 **Closing.** The sale of any Supplemental ASR Parcel shall be closed on before sixty (60) days from the City's exercise of the option pursuant to Section 10.3. The exact date for the Closing on the Supplemental ASR Parcel shall be set by the City, with at least five (5) days prior notice to COP. This sale shall be closed at such location acceptable to the City.

10.6 **Costs.** COP shall pay all expenses incidental to transfer of title to a Supplemental ASR Parcel, including, but not limited to, recording fees, documentary

stamps, and similar expenses, as well as the cost of recording any corrective instruments required to perfect title.

10.7 **Conveyance.** COP shall convey title to the Supplemental ASR Parcel(s) in fee simple to the City by statutory warranty deed using the form attached hereto as Exhibit G. Said conveyance is to be free and clear of all liens and encumbrances, except for: (i) taxes and assessments for the year of closing and subsequent years, (ii) zoning ordinances of record and local government restrictions of record, and (iii) public utility easements of record.

10.8 **Remedies Upon Default.** If the City fails to perform its obligations regarding the exercise of its option to one or more Supplemental ASR Parcels under Section 10 within the time specified, COP shall be relieved of all obligations under Section 10 regarding the specific Supplemental ASR Parcel(s) in question. However, neither COP nor the City shall be relieved of complying with all conditions if the City subsequently attempts to exercise its option with respect to any other Supplemental ASR Parcel during the option term. If, for any reason other than failure of COP to make its title marketable after diligent effort, COP fails, neglects or refuses to perform under Section 10 of this Contract, the City may seek specific performance or elect to receive the return of any payments of the Option Purchase Price without thereby waiving any action for damages resulting from COP's failure, neglect or refusal to perform.

10.9 **Title Insurance.** During the term of the option granted by COP to the City pursuant to Section 10, COP shall do nothing that will render title to the real property unmarketable and shall promptly clear any defects to the title. Within twenty (20) days of the City exercising its option to acquire one or more Supplemental ASR Parcels, COP shall deliver to the City a title insurance commitment to be followed by a policy, at COP's expense, issued by a title insurance company acceptable to the City, which agrees to issue to the City upon recording of the deed, an owner's policy of title insurance in the amount of the Option Purchase Price, insuring title to the Supplemental ASR Parcel(s), plus complete legible copies of all instruments referred to in the commitment as affecting title. The City

shall have ten (10) days from the date of receiving the title insurance commitment and copies of the instruments affecting title in which to examine the documentation, and if said title is found defective the City shall notify COP of the defects. If any of the defects specified by the City render the title objectionable, COP shall have one hundred eighty (180) days from the receipt of said notice in which to cure the defects, including the bringing of lawsuits, and if COP is unsuccessful in curing the defects within said one hundred eighty (180) day period, the City shall have the option of either: (i) accepting title as is or (ii) requesting the return of any payment of the Option Purchase Price and rescinding its attempt to acquire the Supplemental ASR Parcel(s) in question.

10.10 **Survey.** The City shall, at its own expense, obtain a survey of the Supplemental ASR Parcel(s) in question, certified in a manner sufficient for the issuance of a title insurance commitment deleting the survey exception, said certification to include COP, the City and the title insurance company. If the survey shows any encroachments or that improvements intended to be located on the Supplemental ASR Parcel in fact encroach on setback lines, easements, lands owned by other persons or violate any restrictions, agreements, covenants or applicable governmental regulations, the same shall be treated as a title defect.

10.11 **Lien and Possession Affidavit.** At Closing, COP shall furnish a Seller's Affidavit in form acceptable to the title company and sufficient to remove standard printed exceptions to title in the Policy regarding (i) unrecorded matters (except general real estate taxes not yet due and payable) (ii) parties in possession, and (iii) mechanics' liens.

10.12 **Withholding Tax.** At Closing, COP shall furnish an Affidavit in compliance with Section 1445 of the Internal Revenue Code of 1954, as amended, establishing that COP is not a "foreign person."

10.13 **Public Disclosure.** At least ten (10) days prior to Closing, COP shall furnish an Affidavit in compliance with Section 286.23, Florida Statutes.

10.14 **Access.** The City shall have access to the Supplemental ASR Parcel starting the date it exercises its option to acquire said parcel pursuant to Section 10.3 for the purpose of

hydrologic testing, surface and groundwater sampling, soil testing, engineering studies, surveys and other similar tests, according to the terms and conditions described in Section 8.

10.15 **Testing Results.** In the event the City concludes, based on the results of tests performed on the Supplemental ASR Parcel, it is not suitable for the construction, operation or maintenance of ASR Wells, the exercise of the option to acquire that particular parcel shall be null and void and of no further force and effect.

11. **STIPULATED ORDER OF TAKING AND JUDGMENT ON THE VALUE OF PROPERTY.** The City and COP agree and stipulate as follows:

11.1 **Order of Taking on the Easement Property.** The City must acquire the Easement Property subject to the following terms and conditions:

(1) Except for the Pump Station Parcel, the Alternate Pump Station Parcel, First Alternate Pipeline Route and the Second Alternate Pipeline Route, the Easement Property shall not be used for treatment of water or for storage of equipment, personal property or materials above ground. The construction, operation and maintenance of piezometers and other water level recorders, the installation of flags and the tagging of vegetation on the Taylor Creek Reservoir Vegetation Monitoring Transects, the Taylor Creek Floodplain Vegetation Monitoring Transects, the Hand Fern Vegetation Monitoring Transects and the Reference Wetlands shall not be considered the storage of equipment, personal property or materials.

(2) The City shall not damage the structural integrity of the Taylor Creek Reservoir Dike when constructing facilities on either the Pump Station Parcel or the Alternate Pump Station Parcel.

(3) The City shall not otherwise use the Easement Property in a manner that creates a nuisance or an unsightly condition.

(4) The Easement Property shall not be used in a manner that causes flooding or creates wetlands or other environmentally protected areas.

(5) The Easement Property shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with present and future uses of the Taylor Creek Reservoir during the term of this Contract including, but not limited to, agricultural uses as more particularly described in Sections 6.2 and 6.3 and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the COP reserves the right to enter into leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing agricultural and recreational uses, COP's future use of the Taylor Creek Reservoir during the term of this Contract shall not substantially interfere with the City's use of the Taylor Creek Reservoir authorized under this Contract.

(6) The Easement Property shall not be fenced to preclude agricultural use by COP, including cattle grazing and other customary agricultural uses; unless those uses prove to be inconsistent with the City's use of the Pump Station Parcel, Alternate Pump Station Parcel, First Pipeline Route and Second Pipeline Route for water production purposes. In which case, the City may construct and maintain fencing where necessary to minimize the interruption of grazing patterns and to provide livestock control.

(7) COP shall have the right to maintain fences or gates on the Easement Property for its agricultural cattle control and security purposes.

(8) Any fences or gates on the Easement Property installed by the City shall be maintained in good repair by the City. Any fences or gates on the Easement Property installed by COP shall be maintained in good repair by COP. All gates shall be kept locked.

(9) No City employee or independent contractor shall use the Easement Property for hunting, fishing or recreational purposes.

(10) The names of all City employees and independent contractors authorized by the City to enter upon the Easement Property shall be furnished in writing to COP prior to entry upon the Easement Property and the City shall require that all employees and contractors carry such reasonable identification as prescribed by COP.

(11) The City shall comply with all reasonable requests of the COP to assist in securing the Easement Property against trespassers and poachers.

(12) The City shall not use airboats on the Taylor Creek Reservoir. Further, the City's boating activity on the Taylor Creek Reservoir shall not interfere with COP's use of the Taylor Creek Reservoir for recreational fishing.

(13) The City shall hold harmless, defend and indemnify the COP for any claims, demands, lawsuits, judgment and damages arising on or in connection with the City's use of the Easement Property as more particularly provided in Section 18.

(14) The Easement Property shall revert to COP, heirs, assigns or successors-in-interests upon termination or expiration of this Contract.

In the event the City files a Petition in Eminent Domain in Osceola County Circuit Court and/or Orange County Circuit Court seeking condemnation of the Easement Property within two (2) years following the Effective Date, COP and its heirs, assigns, and successors-in-interest shall consent and stipulate to the entry of an Order of Taking substantially in the form set forth in the attached Exhibit H. COP, and its heirs, assigns and successors-in-interest shall consent and stipulate to the Order of Taking no more than thirty (30) days from the date on which service of process on the City's Petition in Eminent Domain is completed. Service of process on COP shall be completed according to the procedure specified in Section 23 for notices, demands and other communications between the parties. The Easement Property shall revert to COP, heirs, assigns or successors-in-interest upon termination or expiration of this Contract.

11.2 **Final Judgment on the Easement Property.** Within thirty (30) days following entry of the Order of Taking on the Easement Property pursuant to Section 11.1, COP and its heirs, assigns, and successors-in-interest shall consent and stipulate to the entry of Final Judgment on the Easement Property substantially in the form set forth in the attached Exhibit I. With the exception of the severance and business damage claim described in Section 11.4, the City and COP agree that just and fair compensation for taking the Easement Property is provided in the payments made by the City to COP pursuant to Section 14.

11.3 **Description of Easement Property.** Although surveys and legal descriptions have not yet been prepared, the Easement Property is generally described as follows:

11.3.1 Pump Station Parcel and Alternate Pump Station Parcel. The City proposes to construct and operate a raw water intake structure and pump station location on

or near the L-73 Canal with associated facilities extending into the Taylor Creek Reservoir on approximately forty (40) acres of real property. The City will ultimately select one of two alternate locations for the intake structure and pump station prior to filing the Petition for Eminent Domain referenced in Section 11.1. The approximate locations of the Pump Station Parcel and the Alternate Pump Station Parcel are depicted on the map attached hereto as Exhibit J

11.3.2 First Alternate Pipeline Route and Second Alternate Pipeline Route. The City will need a 100-foot wide easement from either the Pump Station Parcel or the Alternate Pump Station Parcel to the Dyal Water Treatment Plant. Within the easement the City will construct and maintain access roads, pipelines, swales, electrical power facilities, and/or water management systems. The City will ultimately select one of two alternate easement routes prior to filing the Petition for Eminent Domain referenced in Section 11.1 of this Contract. These two routes are known as the First Alternate Pipeline Route and the Second Alternate Pipeline Route. The approximate locations of the First Alternate Pipeline Route and the Second Alternate Pipeline Route are depicted on the map attached hereto as Exhibit K.

11.3.3 Taylor Creek Reservoir Vegetation Monitoring Transects. The City will need to acquire the Taylor Creek Reservoir Vegetation Monitoring Transects in order to comply with the proposed permit conditions contained in Consumptive Use Permit 2-097-0024ANG. The City will also need easements providing ingress and egress to the Taylor Creek Reservoir Vegetation Monitoring Transects by land and water. Water access to the Taylor Creek Reservoir Vegetation Monitoring Transects shall be provided at the L-73 Canal within Section 16, Township 25 South, Range 34 East. The City shall be permitted to use the boat ramps at the fishing camp. The approximate locations of the Taylor Creek Reservoir Vegetation Monitoring Transects are depicted on the Map attached hereto as Exhibit L.

11.3.4 Taylor Creek Floodplain Vegetation Monitoring Transects. The City will need to acquire the Taylor Creek Floodplain Vegetation Monitoring Transects in order to

comply with the proposed permits conditions contained in Consumptive Use Permit 2-097-0024ANG. The City will need easements providing ingress and egress to the Taylor Creek Floodplain Vegetation Monitoring Transects over existing roads and trails located in Sections 32 and 33, Township 24 South, Range 34 East. These easements will also provide access to the Hand Fern Monitoring Transects referred to in Section 11.3.5. The approximate location of the Taylor Creek Floodplain Vegetation Monitoring Transects are depicted on the Map attached hereto as Exhibit M.

11.3.5 Hand Fern Vegetation Monitoring Transects. The City will need to acquire Hand Fern Vegetation Monitoring Transects in order to comply with the proposed permit conditions contained in Consumptive Use Permit 2-097-0024ANG. The City will need easements providing ingress and egress to the Hand Fern Monitoring Transects over existing roads and trails located in Sections 32 and 33, Township 24 South, Range 34 East. These easements will also provide access to the Taylor Creek Floodplain Vegetation Monitoring Transects. The approximate location of the Hand Fern Monitoring Transects are depicted on the map attached hereto as Exhibit N.

11.3.6 Reference Wetlands. The City will need to acquire Reference Wetlands in order to comply with Consumptive Use Permit 2-095-0005UGMR and the proposed permit conditions contained in Consumptive Use Permit 2-097-0024ANG. The City will also need easements providing ingress and egress to the Reference Wetlands. The approximate location of the Reference Wetlands are depicted on the map attached hereto as Exhibit O.

11.4 **Reservation of COP's Severance And Business Damages Claim.** The City and COP recognize and acknowledge that absent this Contract, if the City were to elect to condemn easements or fee simple parcels of real property owned by COP, COP would be entitled to assert a claim for severance damages and business damages attributable to the taking and use proposed by the City. For example, the COP would be entitled to assert that the City's use of the Taylor Creek Reservoir and the L-73 Canal would ultimately result in use restrictions (such as restrictions on use of gasoline engines) that would prevent

COP from continuing to lease fishing rights, resulting in business or severance damages to COP. Similarly, the COP would be permitted to assert that City's use of the Taylor Creek Reservoir and L-73 Canal would result in use restrictions precluding future agricultural or developmental uses, resulting in severance damages to COP. Also by way of example, the COP would be permitted to assert that the City's use of the Taylor Creek Reservoir and L-73 Canal would result in reclassification of the Taylor Creek Reservoir and surrounding watershed to Class I pursuant to Chapter 17-302, Florida Administrative Code, or similarly restricted regulatory designation, resulting in use restrictions and severance damages to COP. Additionally, by way of example, the COP would be permitted to assert that the marketplace fears associated with the City's use of the Taylor Creek Reservoir and L-73 Canal adversely impact COP's remaining land values, resulting in severance damages.

The City and COP recognize and acknowledge that absent this Contract, if COP were to assert a claim for severance damages and business damages attributable to the taking and use proposed by the City, the City would be entitled to challenge the validity of those claims. For example, if COP were to assert that the City's use of the Taylor Creek Reservoir and the L-73 Canal would ultimately result in use restrictions (such as restrictions on use of gasoline engines) that would prevent COP from continuing to lease fishing rights, resulting in business or severance damages, the City would be entitled to assert defenses, including but not limited to: (i) that these are not the type of damages compensible in eminent domain; (ii) it is not responsible for land use restrictions enacted by other governmental entities; (iii) that undefined damages due to future unspecified land use restrictions are too speculative to be compensible; and, (iv) land use restrictions, which do not deprive COP of all practicable uses of its property do not constitute a taking. Similarly, if COP were to assert that the City's use of the Taylor Creek Reservoir and L-73 Canal would result in use restrictions precluding future agricultural or developmental uses, resulting in severance damages, the City would be entitled to assert defenses including, but not limited to: (i) that these are not the type of damages compensible in eminent domain; (ii) it is not responsible for agricultural or

developmental use restrictions enacted by other governmental entities; (iii) that undefined damages due to future unspecified agricultural or developmental use restrictions are too speculative to be compensible; and, (iv) agricultural and developmental use restrictions, which do not deprive COP of all practicable uses of its property do not constitute a taking. Also by way of example, if COP were to assert that the City's use of the Taylor Creek Reservoir and L-73 Canal would result in reclassification of the Taylor Creek Reservoir and surrounding watershed to Class I pursuant to Chapter 37-302, Florida Administrative Code, or similarly restricted regulatory designation, resulting in use restrictions and severance damages, the City would be entitled to assert defenses, including but not limited to,: (i) that these are not the type of damages compensible in eminent domain; (ii) it is not responsible for water quality classifications enacted by other governmental entities; (iii) that undefined damages due to future water quality reclassifications are too speculative to be compensible; and, (iv) water quality regulations, which do not deprive COP of all practicable uses of its property do not constitute a taking. Additionally, by way of example, if COP were to assert that marketplace fears associated with the City's use of the Taylor Creek Reservoir and L-73 Canal adversely impact COP's remaining land values, resulting in severance damages, the City would be entitled to assert defenses, including but not limited to, demonstrating no market impact due to its use of the Taylor Creek Reservoir.

COP shall only be entitled to assert a claim against the City for severance and business damages attributable to restrictions placed by local, regional, state or federal government agencies on COP's use of the Restricted Property, which restrictions result from the City's withdrawal or use of the Taylor Creek Reservoir and L-73 Canal for water supply. The City shall have no liability for severance or business damages resulting from use restrictions placed on any other property owned by COP. The City and COP have agreed to defer the litigation of these claims until the first time that an event that would arguably give rise to a severance and business damages claim actually occurs.

The COP and the City agree to cooperate in opposing any regulatory restriction, rule, policy or promulgation that would impact or affect the use or fair market value of the Restricted Property owned by COP as a result of the City's withdrawal or use of water from the Taylor Creek Reservoir and L-73 Canal for water supply. To avoid any such use restrictions and resulting adverse impacts, the COP and the City agree to vigorously object to any such proposed use restriction, and to cooperate in opposing any such use restrictions, including but not limited to, administrative and circuit court challenges, with subsequent appeals to the appropriate appellate courts of last resort.

The term of the Contract makes it difficult to predict all possible use restrictions that could conceivably be applied to COP's use of the Restricted Property that would be at least partially attributable to the City's use of the Reservoir for water supply. Under the present regulatory framework, one such possible use restriction would be a Class I designation initiated by the Florida Department of Environmental Regulation or a third party under Chapter 17-302 of the Florida Administrative Code.

As an example of the intent of the parties relative to opposition to any such proposed use restriction, both parties agree that neither would initiate or request reclassification of the Taylor Creek Reservoir or the surrounding watershed located within the Restricted Property to Class I or any similar or more restrictive classification. Both parties agree to actively oppose and contest, through litigation, if necessary, such reclassification. In the event the Taylor Creek Reservoir or the surrounding Restricted Property is reclassified, the COP would have the right to assert a severance and a business damages claim.

The parties agree that the City shall have no liability for severance or business damages resulting from any use restriction that is entirely independent of the City's use of the Taylor Creek Reservoir or due at least in part to COP's use of the Taylor Creek Reservoir for potable water supply purposes. For example, if the State of Florida were to enact legislation prohibiting gasoline combustion engines on all surface water bodies exceeding 1,000 acres, and the size of the Taylor Creek Reservoir was the sole criterion for restricting the use of the

Reservoir, the COP would have no claim for severance or business damages against the City because the restriction would have been based upon the size of the Taylor Creek Reservoir rather than the City's use. On the other hand, if the prohibition were to apply to surface water bodies exceeding 1,000 acres in size from which water is withdrawn for potable water supply purposes, the COP would be entitled to assert a claim for business and severance damages because the restriction would be dependent in part upon the City's use. Additionally, for example, if the prohibition were to apply to surface water bodies exceeding 1,000 acres in size from which water is withdrawn for potable water supply purposes and COP has initiated a potable water supply use of the Taylor Creek Reservoir, then COP would not be entitled to assert a claim for business or severance damages because the restriction would be dependent, at least in part, upon COP's use of the Taylor Creek Reservoir for potable water supply purposes.

The COP shall not assert any claim for business or severance damages until the use restriction of the Restricted Property has been upheld against the administrative and judicial challenge of COP and the City; provided that the City joins with the COP in formally opposing and contesting the use restriction at each level of the appropriate forum. If the City withdraws, or fails or refuses to challenge the use restriction, or if the City refuses to appeal any adverse determination to the appropriate appellate body or court, the COP shall have no obligation to continue to contest the proposed use restriction and may then assert a severance or business damage claim.

In the event a severance or business damage claim is asserted by the COP, or its successor, COP would be entitled to all of the rights of all the provisions of Chapters 73 and 74 of the Florida Statutes in effect on the Effective Date. This would include, but not be limited to, the reimbursement of costs and reasonable attorneys' fees, notwithstanding future repeal or modification of those rights.

Any use restriction of the Restricted Property that results in COP being entitled to assert a severance or business damage claim would not preclude COP from asserting a future

severance or business damage claims as a result of a future use restriction of the Restricted Property. However, COP shall not be entitled to severance damages exceeding one hundred (100%) of the fair market value of the Restricted Property affected by use restrictions (determined at the time the claim is asserted) attributable to the City's withdrawal and use of the Taylor Creek Reservoir for water supply purposes. Any payments made by the City to COP for prior severance damages claims shall be counted in determining whether the fair market value of the Restricted Property has been exceeded. Additionally, COP shall not be entitled to business damages, where the business activity affected by use restrictions attributable to the City's withdrawal and use of the Taylor Creek Reservoir for water supply purposes was the subject of a preceding business damage claim.

In the event COP were successful in obtaining an award of business or severance damages against the City, COP shall allow the City to pay the award over a period of five (5) years, with any unpaid balance accruing interest at the statutory rate in effect at the time of the judgment.

11.5 **Attorneys Fees.** With the exception of costs and attorneys fees associated with severance or business damage claims, which are governed by Section 11.4, all costs and attorneys fees incurred by COP as a result of the City's condemnation of the Easement Property pursuant to Section 11 of this Contract shall be deemed included in the payments by the City to COP pursuant to Section 14. COP waives any further right to reimbursement of said costs or fees pursuant to Chapters 73 and 74, Florida Statutes.

12. **GRANT OF OPTION FOR ENVIRONMENTAL MONITORING AND MITIGATION EASEMENTS.** The City may need to acquire Environmental Monitoring and Mitigation Easements Therefore, COP, in consideration of Ten ($10.00) Dollars, paid by the City to COP, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged by COP, grants the City the option to purchase Environmental Monitoring and Mitigation Easements, on the following described terms and conditions:

(1) The Environmental Monitoring and Mitigation Easements shall not be used for treatment of water or for the storage of equipment or materials above ground. The construction, operation and maintenance of piezometers and other water level recorders, the installation of flags and the tagging of vegetation on the Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect, the Supplemental Taylor Creek Floodplain Monitoring Transect, the Supplemental Hand Fern Vegetation Monitoring Transect, the Supplemental Reference Wetland and the Mitigation Sites shall not be considered the storage of equipment, personal property or materials.

(2) The City shall not otherwise use the Environmental Monitoring and Mitigation Easements in a manner that creates a nuisance or unsightly conditions.

(3) Except as to the Mitigation Sites, the Environmental Monitoring and Mitigation Easements shall not be used in a manner that causes flooding or creates wetlands or other environmentally protected area.

(4) The Environmental Monitoring and Mitigation Easements shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with present and future use of the Taylor Creek Reservoir during the term of this Contract for recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the COP reserves the right to enter leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing recreational fishing and boating uses, COP's future use of the Taylor Creek Reservoir

during the term of this Contract shall not substantially interfere with the City's use of the Taylor Creek Reservoir under this Contract.

(5) The Environmental Monitoring and Mitigation Easements shall not be fenced to preclude agricultural use by COP, including cattle grazing and other customary agricultural uses; unless those uses prove to be inconsistent with the City's use of the Mitigation Sites. In which case, the City may construct and maintain fencing where necessary to minimize the interruption of grazing patterns and to provide livestock control.

(6) COP shall have the right to maintain fences or gates on the Environmental Monitoring and Mitigation Easements for its agricultural cattle control and security purposes.

(7) Any fences or gates on the Environmental Monitoring and Mitigation Easements installed by the City shall be maintained in good repair by the City. Any fences or gates installed by COP on the Environmental Monitoring and Mitigation Easements shall be maintained in good repair by COP. All gates shall be kept locked.

(8) No City employee or independent contractor shall use the Environmental Monitoring and Mitigation Easements for hunting, fishing or recreational purposes.

(9) The names of all City employees and independent contractors authorized by the City to enter upon the Environmental Monitoring and Mitigation Easements shall be furnished in writing to COP prior to entry upon the Environmental Monitoring and Mitigation Easements and the City shall require

that all employees and contractors carry such reasonable identification as prescribed by COP.

(10) The City shall comply with all reasonable requests of the COP to assist in securing the Environmental Monitoring and Mitigation Easements against trespassers and poachers.

(11) The City shall not use airboats on the Taylor Creek Reservoir. Further, the City's boating activity on the Taylor Creek Reservoir shall not interfere with COP's use of the Taylor Creek Reservoir for recreational fishing.

(12) The City shall hold harmless, defend and indemnify the COP for any claims, demands, lawsuits, judgment and damages arising on or in connection with the City's use of the Environmental Monitoring and Mitigation Easements as more particularly provided in Section 18.

(13) With the exception of the Mitigation Sites, the Environmental Monitoring and Mitigation Easements shall revert to COP, heirs, assigns or successors-in-interest upon termination or expiration of this Contract.

12.1 **Description of Environmental Monitoring and Mitigation Easements.** Although surveys and legal descriptions have not yet been prepared, the Environmental Monitoring and Mitigation Easements are generally described as follows:

12.1.1 Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect. The City may at its option acquire a Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect. The City will also need easements providing ingress and egress to the Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect by land and water. Water access to the Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect shall be provided at the L-73 Canal within Section 16, Township 25 South, Range 34 East.

The Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect shall be located within the area depicted on the map attached hereto as Exhibit P.

12.1.2 Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect. The City may at its option acquire a Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect. The City will also need easements providing ingress and egress to the Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect over existing roads and trails located in Sections 32 and 33, Township 24 South, Range 34 East. These easements will also provide access to the Supplemental Hand Fern Monitoring Transect, if it is acquired pursuant to Section 12. The Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect shall be located within the area depicted on the map attached hereto as Exhibit Q.

12.1.3 Supplemental Hand Fern Vegetation Monitoring Transect. The City may at its option acquire a Supplemental Hand Fern Vegetation Monitoring Transect. The City will also need easements providing ingress and egress to the Supplemental Hand Fern Vegetation Monitoring Transect over existing roads and trails located in Sections 32 and 33, Township 24 South, Range 34 East. These easements will also provide access to the Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect, if any are acquired pursuant to Section 12. The Supplemental Hand Fern Vegetation Monitoring Transect shall be located within the area depicted on the map attached hereto as Exhibit R.

12.1.4 Supplemental Reference Wetland. The City may at its option acquire a Supplemental Reference Wetland. The City will also need easements providing ingress and egress to the Supplemental Reference Wetland. The Supplemental Reference Wetland shall be located within the area depicted on the map attached hereto as Exhibit S.

12.1.5 Mitigation Sites. The City may at its option acquire Mitigation Sites. The City will also need easements providing ingress and egress to the Mitigation Sites. The Mitigation Sites shall be located within the area depicted on the map attached hereto as Exhibit T.

12.2 **Option Term.** The term of the option granted by COP to the City pursuant to Section 12 shall be for a period of fifteen (15) years, starting on the Effective Date.

12.3 **Purchase Price.** The City and COP agree that just and fair compensation for the Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Sites is provided by payments made by the City to COP pursuant to Section 14. The City and COP further agree that just and fair compensation for the Mitigation Sites would be $2,000.00 per acre for each acre of the easements. The price for the Mitigation Sites shall escalate annually from the Effective Date forward with the Consumer Price Index (All Urban Consumers – U.S. City Average) published by the U.S. Bureau of Labor Statistics or mutually agreed upon substitute index.

12.4 **Exercise of Option.** The City may exercise its option by giving COP written notice of its decision to acquire one or more Environmental Monitoring and Mitigation Easements any time prior to expiration of the option term specified in Section 12.2. The exercise by the City of its option to acquire an Environmental Monitoring and Mitigation Easement shall not preclude the City from subsequently exercising its option to acquire additional Environmental Monitoring and Mitigation Easements; provided that the type, number or acreage of Environmental Monitoring and Mitigation Easements acquired by the City shall not exceed the limits specified in Section 12.1.

12.5 **Closing.** The sale of the Environmental Monitoring and Mitigation Easement shall be closed on before sixty (60) days from the City's exercise of the option pursuant to Section 12.4 of this Contract. The exact date for the Closing on the Environmental Monitoring and Mitigation Easement shall be set by the City, with at least five (5) days prior notice to COP. This sale shall be closed at the office of de la Parte & Gilbert, P.A., One Tampa City Center, Suite 2300, Tampa, Florida 33602, or at such other location acceptable to the City and COP.

12.6 **Costs.** COP shall pay all expenses incidental to transfer of title to an Environmental Monitoring and Mitigation Easement, including, but not limited to,

recording fees, documentary stamps, and similar expenses, as well as the cost of recording any corrective instruments required to perfect title.

12.7 **Conveyance.** With the exception of the Mitigation Sites, COP shall convey title to the Environmental Monitoring and Mitigation Sites by grant of easement using the form attached hereto as Exhibit U. Title to the Mitigation Sites shall be conveyed by COP by grant of easement using the form attached hereto as Exhibit V. Said conveyance is to be free and clear of all liens and encumbrances, except for: (i) taxes and assessments for the year of closing and subsequent years, (ii) zoning ordinances of record and local government restrictions of record, and (iii) public utility easements of record.

12.8 **Remedies Upon Default.** If the City fails to perform its obligations regarding the exercise of its option to one or more Environmental Monitoring and Mitigation Easements under Section 12.4 within the time specified, COP shall be relieved of all obligations under Section 12 regarding the specific Environmental Monitoring and Mitigation Easement(s) in question. COP shall not be relieved of complying with subsequent exercises of the City's option during the option term. If, for any reason other than failure of COP to make its title marketable after diligent effort, COP fails, neglects or refuses to perform under Section 12, the City may seek specific performance without thereby waiving any action for damages resulting from COP's failure, neglect or refusal to perform.

12.9 **Title Insurance.** During the term of the option granted by COP to the City pursuant to Section 12, COP shall do nothing that will render title to the real property unmarketable and shall promptly clear any defects to the title. Within twenty (20) days of the City exercising its option to acquire one or more Environmental Monitoring and Mitigation Easement, COP shall deliver to the City a title insurance commitment to be followed by a policy, at COP's expense, issued by a title insurance company acceptable to the City, which agrees to issue to the City upon recording of the deed, an owner's policy of title insurance, insuring title to the Environmental Monitoring and Mitigation Easement(s), plus complete legible copies of all instruments referred to in the commitment as affecting title.

The City shall have ten (10) days from the date of receiving the title insurance commitment and copies of the instruments affecting title in which to examine the documentation, and if said title is found defective the City shall notify COP of the defects. If any of the defects specified by the City render the title objectionable, COP shall have one hundred eighty (180) days from the receipt of said notice in which to cure the defects, including the bringing of lawsuits, and if COP is unsuccessful in curing the defects within said one hundred eighty (180) day period, the City shall have the option of either: (i) accepting title as is or (ii) rescinding its attempt to acquire the Environmental Monitoring and Mitigation Easement(s) in question.

12.10 **Survey.** The City shall, at its own expense, obtain a survey of the Environmental Monitoring and Mitigation Easement(s) in question, certified in a manner sufficient for the issuance of a title insurance commitment deleting the survey exception, said certification to include COP, the City and the title insurance company. If the survey shows any encroachments or that improvements intended to be located on the Environmental Monitoring and Mitigation Easement(s) in fact encroach on setback lines, easements, lands owned by other persons or violate any restrictions, agreements, covenants or applicable governmental regulations, the same shall be treated as a title defect.

12.11 **Lien and Possession Affidavit.** At Closing, COP shall furnish a Seller's Affidavit in form acceptable to the title company and sufficient to remove standard printed exceptions to title in the Policy regarding (i) unrecorded matters (except general real estate taxes not yet due and payable), (ii) parties in possession and (iii) mechanics' liens.

12.12 **Withholding Tax.** At Closing, COP shall furnish an Affidavit in compliance with Section 1445 of the Internal Revenue Code of 1954, as amended, establishing that COP is not a "foreign person."

12.13 **Public Disclosure.** At least ten (10) days prior to Closing, COP shall furnish an Affidavit in compliance with Section 286.23, Florida Statutes.

12.14 **Access.** The City shall have access to the Environmental Monitoring and Mitigation Easement starting the date it exercises its option to acquire said parcel pursuant to Section 12.4 for the purpose of hydrologic testing, surface and groundwater sampling, soil testing, engineering studies, surveys and other similar tests, in accordance with Section 8.

13. **SETTLEMENT AGREEMENT.** The City and COP agree and stipulate as follows with respect to the Settlement Agreement, a copy of which is attached hereto as Exhibit W, or any subsequent modification thereof:

13.1 **Construction, Operation and Maintenance of Facilities.** COP consents to the District and/or any successor agency licensing or permitting the City: (i) to construct and operate a raw water intake structure and pump station with associated facilities on either the Pump Station Parcel or the Alternate Pump Station Parcel; (ii) to construct and maintain access roads, pipelines, swales, electrical power facilities and/or water management systems on either the First Alternate Pipeline Route or Second Alternate Pipeline Route; (iii) to maintain monitoring sites on the Taylor Creek Reservoir Vegetation Monitoring Transects, Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect, Taylor Creek Floodplain Vegetation Monitoring Transects, Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect, Hand Fern Vegetation Monitoring Transects, Supplemental Hand Fern Vegetation Monitoring Transect, Reference Wetlands or Supplemental Reference Wetland; or, (iv) to create mitigation wetlands or enhance or preserve wetlands or uplands on the Mitigation Sites. The City's construction, operation and maintenance of facilities pursuant to this Contract or the District's authorization of such shall in no way constitute a breach of the Settlement Agreement.

13.2 **Conveyance of Property Interests by the District to the City.** COP consents to the District or its successor agency conveying, alienating, releasing, leasing, donating or otherwise transferring to the City whatever interest in property the City needs in order to withdraw, store, treat and distribute water from the Taylor Creek Reservoir pursuant to this Contract, provided that such interest automatically, by operation of law, is

extinguished upon termination or cancellation of this Contract. Further, the conveyance, alienation, release, lease, donation or transfer of any legal interest in property by the District or its successor agency to the City shall in no way constitute a breach of the Settlement Agreement.

13.3 **City's Use of the Taylor Creek Reservoir.** COP consents to having the District or its successor agency provide the City access to the Taylor Creek Reservoir for activities consistent with those authorized under this Contract. The City's use of the Taylor Creek Reservoir for the purpose of withdrawing, storing, treating and distributing water in compliance with this Contract shall in no way constitute a breach of the Settlement Agreement.

14. **CITY'S PAYMENTS TO COP.** The City shall make the following payments to COP in return for the Easement Property, the grant of option to the Environmental Monitoring and Mitigation Easements (excluding the Mitigation Sites) and all other contract rights and benefits conferred on the City under this Contract:

14.1 **Initial Payment.** The City shall make four (4) annual payments to COP without the right of set off according to the following terms and conditions:

14.1.1 Seventy-Five Thousand ($75,000.00) Dollars ten (10) days from the Effective Date. Pd. 7/93

14.1.2 Seventy-Five Thousand ($75,000.00) Dollars one (1) year from the Effective Date. 6/94

14.1.3 Seventy-Five Thousand ($75,000.00) Dollars two (2) years from the Effective Date. 6/95

14.1.4 One Hundred Thousand ($100,000.00) Dollars three (3) years from the Effective Date. 6/96

14.1.5 The payments specified in Sections 14.1.2, 14.1.3 and 14.1.4 shall escalate with the Consumer Price Index (All Urban Consumers – U.S. City Average) published by the U.S. Bureau of Labor Statistics or mutually agreed upon substitute index; provided, the

maximum per annum escalation for any payment shall not exceed four (4%) percent. The City's obligation to make annual payments under Section 14.1 shall cease as of the date the City commences annual payments pursuant to Section 14.2.

14.2 **Basic Payment.** The City shall make a minimum annual payment of Two Hundred and Eighty-One Thousand ($281,000.00) Dollars to COP starting four (4) years from the Effective Date or when the City begins the production withdrawal of water from the Taylor Creek Reservoir, whichever occurs first, and every year thereafter on the anniversary of the Effective Date. In the event the production withdrawal of water from the Taylor Creek Reservoir commences on a date other than the anniversary of the Effective Date, the first minimum annual payment shall be prorated. Production withdrawal of water from the Taylor Creek Reservoir is defined as the withdrawal of water for purposes of providing for or augmenting the City's water supply and does not include the incidental withdrawal of water for testing, construction or permitting purposes. The minimum annual payment specified herein shall escalate annually from the Effective Date forward with the Consumer Price Index (All Urban Consumers – U.S. City Average) published by the U.S. Bureau of Labor Statistics or mutually agreed upon substitute index; provided, the maximum per annum escalation shall not exceed four (4%) percent.

14.3 **Additional Annual Payment.** The payment described in Section 14.2 assumes operation of the Taylor Creek Reservoir at or below a high elevation of 43.5 feet NGVD. The City shall make an additional annual payment under the following circumstances:

14.3.1 Operation Schedule Changed at the City's Request or Suggestion. In the event the operation schedule for the Taylor Creek Reservoir is modified or revised at the City's request or suggestion to exceed a maximum elevation of 43.5 feet NGVD, the additional annual payment shall be calculated by multiplying Sixty-Six Thousand ($66,000.00) Dollars by the number of feet the modified or revised operation schedule permits the maximum elevation to exceed 43.5 feet NGVD during any part of the year. This

additional annual payment shall be made each remaining year of the term of this Contract on the anniversary of the Effective Date starting the first anniversary after the operation schedule is modified or revised. The additional annual payment specified herein shall escalate annually with the Consumer Price Index (All Urban Consumers – U.S. City Average) published by the U.S. Bureau of Labor Statistics or mutually agreed upon substitute index; provided, the maximum per annum escalation shall not exceed four (4%) percent. The City shall not be required to make this additional annual payment, if the operation schedule is modified or revised to exceed a high elevation of 43.5 feet NGVD at the request or suggestion of COP.

14.3.2 Operation Schedule Changed at the Suggestion or Request of a Regulatory Agency. In the event the operation schedule for the Taylor Creek Reservoir is modified or revised at the request or suggestion of any regulatory agency to exceed a maximum elevation of 43.5 feet NGVD and the City obtains a Permitted Allocation in excess of 4.38 billion gallons a year, which increased allocation would have otherwise been either unavailable or unpermittable except for the fact the maximum elevation was increased above 43.5 feet NGVD, the additional annual payment shall be calculated by multiplying Sixty-Six Thousand ($66,000.00) Dollars by the number of feet the modified or revised operation schedule permits the maximum elevation to exceed 43.5 feet NGVD during any part of the year minus the lesser of (1) the number of feet in excess of 43.5 feet NGVD, which are not needed to produce that portion of the City's Permitted Allocation surpassing 4.38 billion gallons a year, or, (2) the number of feet in excess of 43.5 feet NGVD, which are not needed to permit that portion of the City's Permitted Allocation surpassing 4.38 billion gallons a year. Thus, for example, if the maximum operating elevation of the Taylor Creek Reservoir is increased to 45 feet NGVD at the request or suggestion of a regulatory agency and the City later successfully increases its Permitted Allocation to 5.38 billion gallons a year, but a maximum operating elevation of 44 feet NGVD is all that is needed to produce or permit the extra one billion gallons a year, the additional annual payment would be Thirty-Three Thousand ($33,000.00) Dollars or $66,000 multiplied by 0.5 (1.5, *feet in excess of*

43.5 feet NGVD, minus 1.0, *feet in excess of 43.5 feet not needed to produce or permit increased Permitted Allocation*, equal 0.5). Also, by example, if the maximum operating elevation of the Taylor Creek Reservoir is increased to 45 feet NGVD at the request or suggestion of a regulatory agency and the City later successfully increases its Permitted Allocation to 5.38 billion gallons a year and a maximum operating elevation of 44 feet NGVD is all that is needed to produce the extra one billion gallons a year, but a maximum operating elevation of 45 fee NGVD is needed to permit the extra one billion gallons a year, the additional annual payment would be Ninety-Nine Thousand ($99,000.00) Dollars or $66,000 multiplied by 1.5 (1.5, *feet in excess of 43.5 feet NGVD*, minus 0, *feet in excess of 43.5 feet NGVD not needed to permit increased Permitted Allocation*, equal 1.5). Any dispute regarding what portion of the maximum operating elevation of the Taylor Creek Reservoir exceeding 43.5 feet NGVD is needed to produce or permit that allotment of the City's Permitted Allocation surpassing 4.38 billion gallons a year is subject to arbitration pursuant to the Florida Arbitration Code and Section 14.4. This additional annual payment shall be made each remaining year of the term of this Contract on the anniversary of the Effective Date starting on the first anniversary after the operation schedule has been modified or revised and the City has obtained a Permitted Allocation in excess of 4.38 billion gallons a year. The additional annual payment specified herein shall escalate annually with the Consumer Price Index (All Urban Consumers – U.S. City Average) published by the U.S. Bureau of Labor Statistics or mutually agreed upon substitute index; provided, the maximum per annum escalation shall not exceed four (4%) percent. The City shall not be required to make this additional annual payment, if the operation schedule is modified or revised to exceed a high elevation of 43.5 feet NGVD at the request or suggestion of COP.

14.4 **Arbitration.** In the event of a dispute pursuant to Section 14.3.2 regarding what portion of the maximum operating elevation of the Taylor Creek Reservoir exceeding 43.5 feet NGVD is needed to produce or permit that allotment of the City's Permitted Allocation surpassing 4.38 billion gallons a year, the City or COP may make a demand for

arbitration by filing a written request with the other party. The demand shall be made within twenty (20) days after either party notifies the other party of the existence of a dispute. The arbitration shall be conducted according to the Florida Arbitration Code, except as otherwise specified herein.

14.4.1 Selection of Arbitrator(s). The arbitrators shall be Florida Registered Professional Engineers with special expertise in the field of surface water hydrology, who are not financially interested in the work or business affairs of either the City or COP. If the City and COP agree on a selection, there shall be one arbitrator. If no agreement is reached within twenty (20) days after demand for arbitration, there shall be three arbitrators, one named in writing by the City, a second named in writing by COP and a third chosen by the first two arbitrators.

14.4.2 Exchange of Documents. Both the City and COP shall provide the other with copies of all analyses, models, data or other supporting documentation relating to the matter in dispute.

14.4.3 Action by the Arbitrator(s). If there is one arbitrator, his or her decision shall be binding; if there are three arbitrators, the decision of any two shall be binding.

14.4.4 Hearing. Should either the City or COP refuse or neglect to appoint an arbitrator or to furnish the arbitrators with any necessary paper or information, the arbitrators are empowered by both parties to proceed ex parte.

14.4.5 Award. The award rendered by the arbitrators regarding what portion of the maximum operating elevation of the Taylor Creek Reservoir exceeding 43.5 feet NGVD is needed to produce or permit that allotment of the City's Permitted Allocation surpassing 4.38 billion gallons a year shall be final and binding on each party. The award shall be rendered within ninety (90) days after the demand for arbitration.

14.4.6 Cost and Expenses of Arbitration. Each party shall bear its own expenses in the arbitration for attorney's fees, witness fees and other costs of presenting its case. Also, each party shall pay the fees and charges of any arbitrator selected solely by that party. The

fees and expenses of an arbitrator selected by both parties or an arbitrator selected by the two arbitrators appointed by each party, including administrative fees and fees for records or transcripts shall shared equally by the parties.

15. **CITY'S DUTIES REGARDING ECFSI.**

15.1 **Transfer Of Permits from COP to ECFSI.** The City shall not contest the transfer of any Vested Allocation of Water, any Permitted Allocation of water or any other existing or future permits or other government approvals from COP to ECFSI, or such other entity as may be designated by COP, as long as ECFSI or any other entity designated by COP agrees to be bound by the terms of Sections 4 and 5 and executes an appropriate form as specified in Section 22.

15.2 **Voluntary Dismissal with Prejudice Of the City's Appeal of ECFSI's Original Water Certificate.** Within five (5) days following the Effective Date, the City shall voluntarily dismiss with prejudice its appeal of ECFSI's Original Water Certificate in the case of *City of Cocoa v. East Central Florida Services, Inc.,* Case No. 92-01165, using the form attached hereto as Exhibit X. The City and COP agree the parties shall bear their own attorneys fees and costs with respect to this appeal.

15.3 **Covenant Not To Oppose Future ECFSI Certificate, Licensure or Permit.** The City shall not contest, oppose or interfere with any active extension or modification of ECFSI water certificate issued by the Florida Public Service Commission or any future license, permit or certificate which ECFSI seeks to obtain, so long as such does not violate any rights of the City under this Contract.

16. **EFFECT OF EXPIRATION OF CONTRACT.** Upon expiration of the term of this Contract, all easements acquired by the City by condemnation or otherwise under this Contract, with the exception of the Mitigation Sites, shall revert to COP. The City shall within thirty (30) days execute and deliver quit claim deeds to COP conveying all of the City's interests in all easements acquired, with the exception of the Mitigation Sites, including but not limited to: (i) the Pump Station Parcel; (ii) the Alternate Pump Station

Parcel; (iii) the First Alternate Pipeline Route; (iv) the Second Alternate Pipeline Route; (v) the Taylor Creek Reservoir Vegetation Monitoring Transects; (vi) Taylor Creek Floodplain Vegetation Monitoring Transects; (vii) the Hand Fern Vegetation Monitoring Transects; (viii) the Reference Wetlands; (ix) the Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect; (x) the Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect; (xi) the Supplemental Hand Fern Vegetation Monitoring Transect; and, (xii) the Supplemental Reference Wetland. The City shall within thirty (30) days following expiration abandon any consumptive use permit or portion of permit authorizing withdrawals from the Taylor Creek Reservoir and within one (1) year following expiration return the surface of the Easement Property and any real property acquired for Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Sites, to pre-construction conditions. The City shall be licensed by COP for a period of one (1) year after expiration to enter the Easement Property and any real property acquired for Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Site, to return the surface to pre-construction conditions. Title to the ASR Parcels, the Alternate ASR Parcel and any Supplemental ASR Parcel or Mitigation Site transferred to the City pursuant to this Contract shall remain with the City. If after expiration of this Contract the City elects to again condemn any previously reverted easements that had been condemned or granted pursuant to this Contract, the City shall not be required to compensate COP for the cost of any improvement constructed by the City on the easements during the term of this Contract. Except for the obligations and rights set forth in Section 16, the obligations and rights of the City and COP under this Contract shall cease upon expiration.

17. TERMINATION AND OTHER REMEDIES.

17.1 **Termination Of The Contract by the City.** The City may terminate this Contract prior to the expiration of its term under the following conditions:

17.1.1 Termination for Reasons Outside the City's Control. The City may terminate this Contract upon written notice to COP, without further obligation or payment,

if the City is unable to obtain the permits or governmental approvals needed to withdraw, treat, store and transport water from the Taylor Creek Reservoir or is otherwise unable to produce water from the Taylor Creek Reservoir for its potable use. Termination shall take effect at the conclusion of the twelve (12) month period following the anniversary of the Effective Date on which the City last made payment to COP pursuant to Section 14.

17.1.2 Termination for Reasons Within the City's Control. The City may terminate this Contract for any reason, upon written notice to COP and upon payment to COP of the money that would have been due and payable pursuant Section 14 on the two succeeding anniversaries of the Effective Dates immediately following termination. Termination shall take effect at the conclusion of the twelve (12) month period following the anniversary of the Effective Date on which the City last made payment to COP pursuant to Section 14.

17.2 **Effect Of Contract Termination by City.** Any payments received by COP prior to the date of termination under Sections 17.1.1 or 17.1.2 shall remain the property of COP. Upon termination of this Contract by the City pursuant to Sections 17.1.1 or 17.1.2, all easements acquired by the City by condemnation or otherwise under this Contract, with the exception of the Mitigation Sites, shall revert to COP. The City shall within thirty (30) days following termination pursuant to Sections 17.1.1 or 17.1.2 execute and deliver quit claim deeds to COP, conveying all of the City's interest in all easements acquired by condemnation or otherwise under this Contract, with the exception of the Mitigation Sites, including, but not limited to, the Easement Property and the Environmental Monitoring and Mitigation Easement. The City shall within thirty (30) days following termination pursuant to Sections 17.1.1 or 17.1.2 abandon any consumptive use permit or portion of permit authorizing withdrawals from the Taylor Creek Reservoir and within one (1) year following termination pursuant to Sections 17.1.1 or 17.1.2 return the surface of the Easement Property and the Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Sites, to pre-construction conditions. The City shall be licensed

by COP for a period of one (1) year following termination pursuant to Sections 17.1.1 or 17.1.2 to enter the Easement Property and any real property acquired for Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Site, to return the surface to pre-construction conditions. Title to the ASR Parcels, the Alternate ASR Parcel and any Supplemental ASR Parcel or Mitigation Site transferred to the City pursuant to this Contract shall remain with the City. Except for the obligations and rights set forth in Section 17.2, the obligations and rights of the City and COP under this Contract shall cease upon termination pursuant to Sections 17.1.1 or 17.1.2. After termination, COP and the City shall have the right to seek and recover damages for any breach of this Contract that occurred prior to termination. If after termination, the City elects to again condemn any previously reverted easements that had been condemned or granted pursuant to this Contract, the City shall not be required to compensate COP for the cost of any improvements constructed by the City on the easements during the term of this Contract.

17.3 **Termination Of The Contract by COP.** COP may terminate this Contract prior to the expiration of its term under the following conditions:

17.3.1 Termination for Non-Payment. COP may terminate this Contract upon ninety (90) days written notice to the City, if the City fails to make any payment to COP as provided in Section 14, within thirty (30) days of the date such payment is due. Termination shall take effect ninety (90) days following the date notice of termination is provided to the City. Termination shall not excuse the City's obligation to make the payment due prior to termination. The City may stop the termination process by making the disputed payment to COP any time prior to the date of termination.

17.3.2 Termination for Failure to Discharge Duties to ECFSI. COP may terminate this Contract upon ninety (90) days written notice to the City, if the City fails to perform its obligations under Section 15 within the established time periods. Termination shall take effect thirty (30) days following the date notice of termination is provided to the

City. The City may stop the termination process by performing the obligation specified in Section 15 any time prior to the date of termination.

17.3.3 Termination for Unauthorized Condemnation. COP may terminate this Contract upon twenty (20) days written notice to the City, if the City causes process to be served on COP for an eminent domain suit to condemn real or personal property owned by COP, other than the property specified in Section 11, to be used by the City to withdraw, treat, store and transport water from the Taylor Creek Reservoir to its distribution system. Termination shall take effect twenty (20) days following the date notice of termination is provided to the City. The City may stop the termination process by dismissing the condemnation proceeding any time prior to the date of termination. COP's right to terminate the Contract under Section 17.3.3 shall expire twenty (20) days after process for the condemnation suit is served on COP. COP's failure to timely exercise the right of termination under Section 17.3.3 shall not constitute a waiver of COP's right to terminate the Contract, if another condemnation suit is subsequently filed.

17.4 **Effect Of Contract Termination by COP.** Any payments received by COP prior to the date of termination under Sections 17.3.1, 17.3.2 or 17.3.3 shall remain the property of COP. Upon termination of this Contract by COP pursuant to Sections 17.3.1, 17.3.2 or 17.3.3, all easements acquired by the City by condemnation or otherwise under this Contract, with the exception of the Mitigation Sites, shall revert to COP. The City shall within thirty (30) days following termination pursuant to Sections 17.3.1, 17.3.2 or 17.3.3 execute and deliver quit claim deeds to COP, conveying all of the City's interests in all easements acquired by condemnation or otherwise under this Contract, with the exception of the Mitigation Sites, including, but not limited to, the Easement Property and the Environmental Monitoring and Mitigation Easement. The City shall within thirty (30) days following termination pursuant to Sections 17.3.1, 17.3.2 or 17.3.3 abandon any consumptive use permit or portion of permit authorizing withdrawals from the Taylor Creek Reservoir and within one (1) year following termination pursuant to Sections 17.3.1, 17.3.2

or 17.3.2 return the surface of the Easement Property and the Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Sites, to pre-construction conditions. The City shall be licensed by COP for a period of one (1) year following termination pursuant to Sections 17.3.1, 17.3.2 or 17.3.3 to enter the Easement Property and any real property acquired for Environmental Monitoring and Mitigation Easements, with the exception of the Mitigation Site, to return the surface to pre-construction conditions. Title to the ASR Parcels, the Alternate ASR Parcel and any Supplemental ASR Parcel or Mitigation Site transferred to the City pursuant to this Contract shall remain with the City. Except for the obligations and rights set forth in Section 17.4, the obligations and rights of the City and COP under this Contract shall cease upon termination pursuant to Sections 17.3.1, 17.3.2 or 17.3.3. After termination, COP and the City shall have the right to seek and recover damages for any breach of this Contract that occurred prior to termination. If after termination, the City elects to condemn any previously reverted easements that had been condemned or granted pursuant to this Contract, the City shall not be required to compensate COP for the cost of any improvements constructed by the City on the easements during the term of this Contract.

17.5 **Other Remedies.** The City and COP shall be entitled to enforce their rights under this Contract in a suit for specific performance. The City and COP shall be entitled to seek and obtain injunctions to stop existing and prohibit future violations or breaches of this Contract and to otherwise enforce their rights under this Contract. Additionally or alternatively, the City and COP shall be entitled to seek and recover money damages for any breaches of the Contract by the other party.

18. **INDEMNIFICATION.** The City shall save, hold harmless, defend and indemnify COP and its assigns for all claims, demands, lawsuits, judgments, fees, damages, including attorneys' fees and costs of trial and an appeal arising in whole or in part from the City's Survey Activities (Section 7), Field Investigations (Section 8), or any other activity upon or use of any COP real property pursuant to this Contract including, but not limited

to, the Easement Property and any use thereof and the Environmental Monitoring and Mitigation Easements and any use thereof. However, the City shall not be required to save, hold harmless, defend and indemnify COP for any claim, demand, lawsuit, judgment, fee, damage, including attorneys' fees and costs of trial and an appeal resulting from the acts or omissions of COP, its employees or agents. This obligation includes, but is not limited to, all claims for property damage and personal injury. In the event of such claim, the City or its insurer shall provide COP with independent counsel for which the City or its insurer shall pay all reasonable attorneys fees and costs. The City or its insurer may provide COP independent counsel under a reservation of rights. The City shall notify COP in writing within ten (10) days of any accident, personal injury, property damage or other event or incident that could reasonably be expected to result in a claim, demand or lawsuit. The City's obligation under Section 18 shall be conditioned upon COP assigning the City all defenses, counterclaims, set-offs or indemnifcations available to COP with respect to any claim, demand, lawsuit, judgment, fee or damage, including attorneys' fees and costs of trial and an appeal for which the City must save, hold harmless, defend and indemnify COP. The City's obligations under this Section shall survive termination by the City provided that the event giving rise to the claim, demand, lawsuit or judgment occurred prior to the date of termination.

19. **COP'S OBLIGATIONS RUNNING WITH THE LAND.** COP'S agreements, commitments, obligations and representations identified in Sections 7-13 shall run with and are appurtenant to the Restricted Property and shall bind any subsequent owner of the Restricted Property or any portion thereof. Immediately upon the Effective Date, the City and COP shall execute the Memorandum of Agreement attached hereto as Exhibit Y. The Memorandum of Agreement shall be recorded at the City's sole expense in the official records of the City of Cocoa, Orange County, Florida and Osceola County, Florida. The City agrees to release its rights under this Section 19, whenever COP conveys the Restricted Property or any portion thereof to some third party; provided, said third party

agrees to be bound by COP's agreements, commitments, obligations and representations identified in Sections 7-13, as covenants running with the property purchased from COP and further agrees to execute a new Memorandum of Agreement reflecting said covenants.

20. **PRIOR NEGOTIATIONS, PROPOSALS, OFFERS AND AGREEMENTS.** All negotiations, proposals, offers or draft agreements respecting the subject matter of this Contract conducted, presented or prepared prior to the Effective Date are superseded by this Contract. Prior agreements between the City and COP shall remain in effect unless expressly superseded or modified herein.

21. **APPLICABLE LAW, JURISDICTION AND VENUE.** The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Contract. The City and COP shall subject themselves to the jurisdiction of the Courts of the State of Florida with respect to any litigation arising out of this Contract.

22. **ASSIGNMENT.** COP shall have the right to assign its rights under this Contract to any entity owned, controlled or affiliated with COP or any subsidiary thereof without the City's consent; provided, COP's assigns execute the form attached hereto as Exhibit Z and agree to be bound by any contractual obligation corresponding to the right assigned to them by COP. Except as otherwise provided, no assignment, delegation, transfer or novation of this Contract or any part thereof shall be made unless approved in writing by the City and COP.

23. **NOTICE.** All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States Mail is not delivered: The City Manager's Office for the City and 13754 Deseret Lane, St. Cloud, Florida 34773 for COP. The City or COP may, by like notice, designate any further or

different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized representative.

24. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person other than the City, COP and those persons to whom those rights or cause of actions have been assigned by the City or COP pursuant to Section 22.

25. **WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any such breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time-to-time and as often as may be deemed expedient. Any waiver will be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by the City or COP and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Contract.

26. **AUTHORIZED REPRESENTATIVES.** For the purpose of this Contract, the City's authorized representative is its City Manager and Richard C. Edgley is COP's authorized representative. The City or COP may change its authorized representative at any time by written notice to the other party.

27. **SECTIONS CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation. Except as otherwise indicated, all reference herein to sections are to sections of this Contract.

28. **SEVERABILITY.** In the event any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the City and COP shall negotiate in good faith and agree to such amendments, modifications or supplements of this Contract or such other appropriate actions, as shall, to the maximum extent practicable

in the light of such determination implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Contract, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

29. **ATTORNEYS FEES AND COSTS.** In the event there is a breach of this Contract and it becomes necessary for the City or COP to employ the services of an attorney either to enforce the Contract or pursue other remedies, the prevailing party shall be entitled to recover reasonable attorneys fees and such reasonable costs and expenses incurred in enforcing the Contract or pursuing such other remedies. Additionally, in the event COP or any business entity owned or controlled by COP violates Section 5, all reasonable attorneys fees and costs incurred by the City in obtaining Consumptive Use Permit 2-097-0024ANG or any other permit or governmental approval needed to withdraw, treat, store and transport water from the Taylor Creek Reservoir shall be reimbursed by COP, regardless of whether or not the City ultimately obtains the permit or government approval in question.

30. **AMENDMENT.** This Contract may only be amended by a writing duly executed by both the City and COP.

31. **FURTHER ASSURANCES.** The City and COP shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to, those expressly provided for in this Contract to carry out the intent of this Contract.

32. **CONSENTS.** To the extent the consent of either the City or COP is required as a condition to the action as provided in this Contract by the other party, such consent shall not be unreasonably withheld. Nothing herein shall be construed as an obligation on either party to consent to any activity by another party that is not expressly provided for in this Contract.

33. **SUCCESSORS, ASSIGNS AND AFFILIATED COMPANIES.** This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, subsidiaries and affiliated companies of the City and COP.

34. **EXECUTION OF DOCUMENTS.** This Contract shall be executed in executed in four (4) quadruplicate originals, any one of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The City and COP shall each be entitled to two (2) originals.

35. **AMBIGUITY.** The City and COP agree that each has played an equal part in the negotiation and drafting of this Contract, and in the event of any ambiguity being asserted or realized in the interpretation or construction of this Contract, the result of such ambiguity shall be equally assumed and realized by each party.

36. **JURISDICTION.** This Contract may be specifically enforced in the Courts of the State of Florida. The remedies described in this Section are cumulative and supplemental of any other remedies available by law or equity to the City and COP for a breach of this Contract.

37. **BINDING OFFER.** Execution of this Contract by COP shall be deemed to constitute a binding irrevocable offer to the City for thirty (30) days from the date on which COP executed the Contract. If this Contract has not been duly executed by the City within such thirty (30) day period, the rights, duties and obligations of the parties under this Contract shall be deemed null and void.

38. **EXHIBITS AND ADDENDUMS.** This Contract incorporates the following exhibits, which are specifically made a part hereof:

38.1 **Exhibit A.** Map showing approximate location of Restricted Property.

38.2 **Exhibit B.** Form to be used by COP to dismiss with prejudice its Petition for Formal Hearing.

38.3 **Exhibit C.** Map showing the approximate location of the ASR Parcels.

38.4 **Exhibit D.** Form of warranty deed to be used by COP to convey ASR Parcels to the City.

38.5 **Exhibit E.** Map showing area in which the Alternative ASR Parcel may be located.

38.6 **Exhibit F.** Map showing area in which the Supplemental ASR Parcel may be located.

38.7 **Exhibit G.** Form of warranty deed to be used by COP to convey Supplemental ASR Parcel to the City.

38.8 **Exhibit H.** Form of Order of Taking for Easement Property.

38.9 **Exhibit I.** Form of Final Judgment for Easement Property.

38.10 **Exhibit J.** Map showing location of Pump Station Parcel and Alternate Pump Station Parcel.

38.11 **Exhibit K.** Map showing location of First Alternate Pipeline Route and Second Alternate Pipeline Route.

38.12 **Exhibit L.** Map showing location of Taylor Creek Reservoir Vegetation Monitoring Transects.

38.13 **Exhibit M.** Map showing location of Taylor Creek Floodplain Vegetation Monitoring Transects.

38.14 **Exhibit N.** Map showing location of Hand Fern Vegetation Monitoring Transects.

38.15 **Exhibit O.** Map showing location of Reference Wetlands.

38.16 **Exhibit P.** Map showing area in which Supplemental Taylor Creek Reservoir Vegetation Transect may be located.

38.17 **Exhibit Q.** Map showing area in which Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect may be located.

38.18 **Exhibit R.** Map showing area in which Supplemental Hand Fern Vegetation Monitoring Transect may be located.

38.19 **Exhibit S.** Map showing area in which Supplemental Reference Wetland may be located.

38.20 **Exhibit T.** Map showing area in which Mitigation Sites may be located.

38.21 **Exhibit U.** Form of grant of easement to be used by COP to convey Environmental Monitoring and Mitigation Easement, except for the Mitigation Sites, to the City.

38.22 **Exhibit V.** Form of grant of easement to be used by COP to convey Mitigation Sites to the City.

38.23 **Exhibit W.** Settlement Agreement.

38.24 **Exhibit X.** Form to be used by the City to dismiss its appeal of ECFSI's original water certificate.

38.25 **Exhibit Y.** Memorandum of Agreement to be recorded by the City with respect to the Subject Property.

38.26 **Exhibit Z.** Form to be used by COP to assign contract rights to affiliated entities pursuant to Section 22.

IN WITNESS WHEREOF, the City and COP have executed this Contract on the dates indicated below.

CITY OF COCOA, FLORIDA

ATTEST:

Sign: Beth A Dabrowski

Print: BETH A. DABROWSKI

Date: June 29, 1993

Sign: _____

Print: _____

Date: _____

APPROVED AS TO FORM:

Sign: Edward de la Parte

Print: Edward de la Parte

Title: Special Environmental Counsel

Date: June 29, 1993

Sign: Larry J. Kollman

Print: LARRY J. KOLLMAN

Title: City Manager

Date: 6/29/93

Address: City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

CORPORATE SEAL

CORPORATION OF THE
PRESIDENT OF THE CHURCH
OF JESUS CHRIST OF LATTER
DAY SAINTS

ATTEST:

Sign: _____

Print: John W. Creer

Date: 6-25-93

Sign: _____ for

Print: Ted D. Simmons

Title: Authorized Agent

Date: June 25, 1993

Address: 50 East N. Temple
Salt Lake City
Utah 84150

Sign: _____

Print: James A. Johnson

Date: 25 June '93

APPROVED AS TO FORM:

Sign: _____

Print: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Harry T. Kollmer, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of Cocoa, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of June, 1993.

Sign: Beth A. Dabrowski

Print: BETH A. DABROWSKI
Notary Public, My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. MAR.19,1995 BONDED THRU GENERAL INS. UND.

STATE OF Utah
COUNTY OF Salt Lake

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Jed D. Simmons, to me known to be the person described in and who executed the foregoing instrument on behalf of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of June, 1993.

NOTARY PUBLIC
BARBARA J. EDGE
50 East North Temple
Salt Lake City, UT 84150
My Commission Expires
July 14, 1996
STATE OF UTAH

Sign: Barbara J. Edge

Print: Barbara J. Edge
Notary Public, My Commission Expires: July 14, 1996

GNV14514.T0.D2 6/93

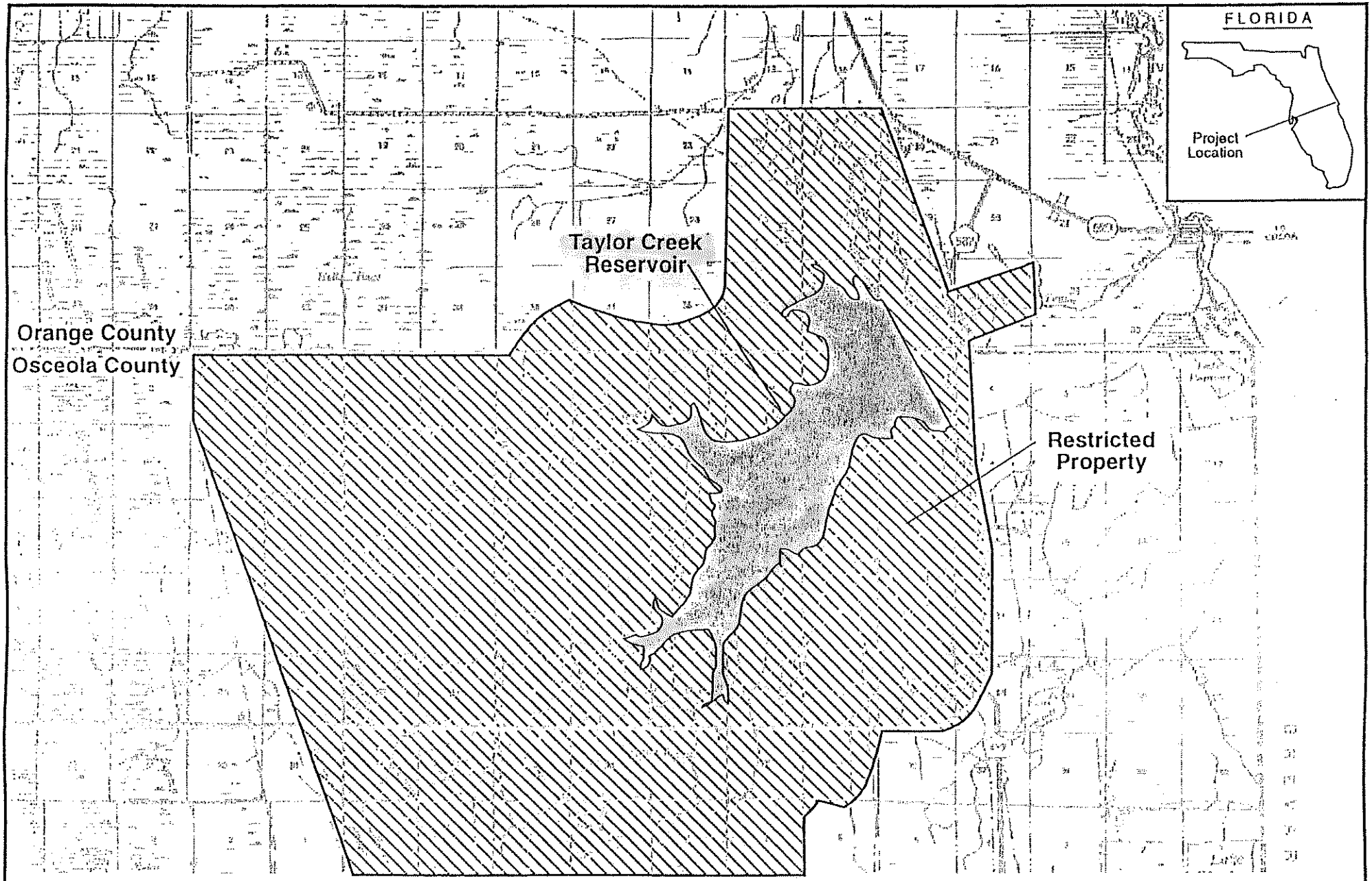


EXHIBIT A.
Approximate Location of Restricted Property.

CH2M HILL

EXHIBIT B

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, Petitioner, vs. CITY OF COCOA, and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, Respondents.	)	CASE NO. 91-5402

CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS' NOTICE OF WITHDRAWAL AND MOTION TO RELINQUISH JURISDICTION

Pursuant to Section 120.57, Florida Statutes and Florida Administrative Code Rules 60Q–2.033 and 60Q–2.036, Petitioner, Corporation of the President of the Church of Jesus Christ of Latter Day Saints hereby voluntarily dismisses with prejudice its Petition for Formal Hearing, consents to issuance of Consumptive Use Permit 2-097-0024ANG to Respondent, City of Cocoa and moves the Hearing Officer for the issuance of an Order Relinquishing Jurisdiction of this matter back to the Governing Board of the St. Johns River Water Management District for entry of a Final Order. Petitioner has consulted with attorneys for Respondents, City of Cocoa and St. John River Water Management District, and is authorized to represent they consent to granting the Motion to Relinquish Jurisdiction.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to Frank Matthews, Esquire, 123 South Calhoun Street, Tallahassee, Florida 32314; Edward P. de la Parte, Jr., Esquire, One Tampa City Center, Suite 2300, Tampa,

Florida 33672; and, Kathryn Mennella, Esquire, Post Office Box 1429, Palatka, Florida 32178-1429 this ___ day of _____, 1993.

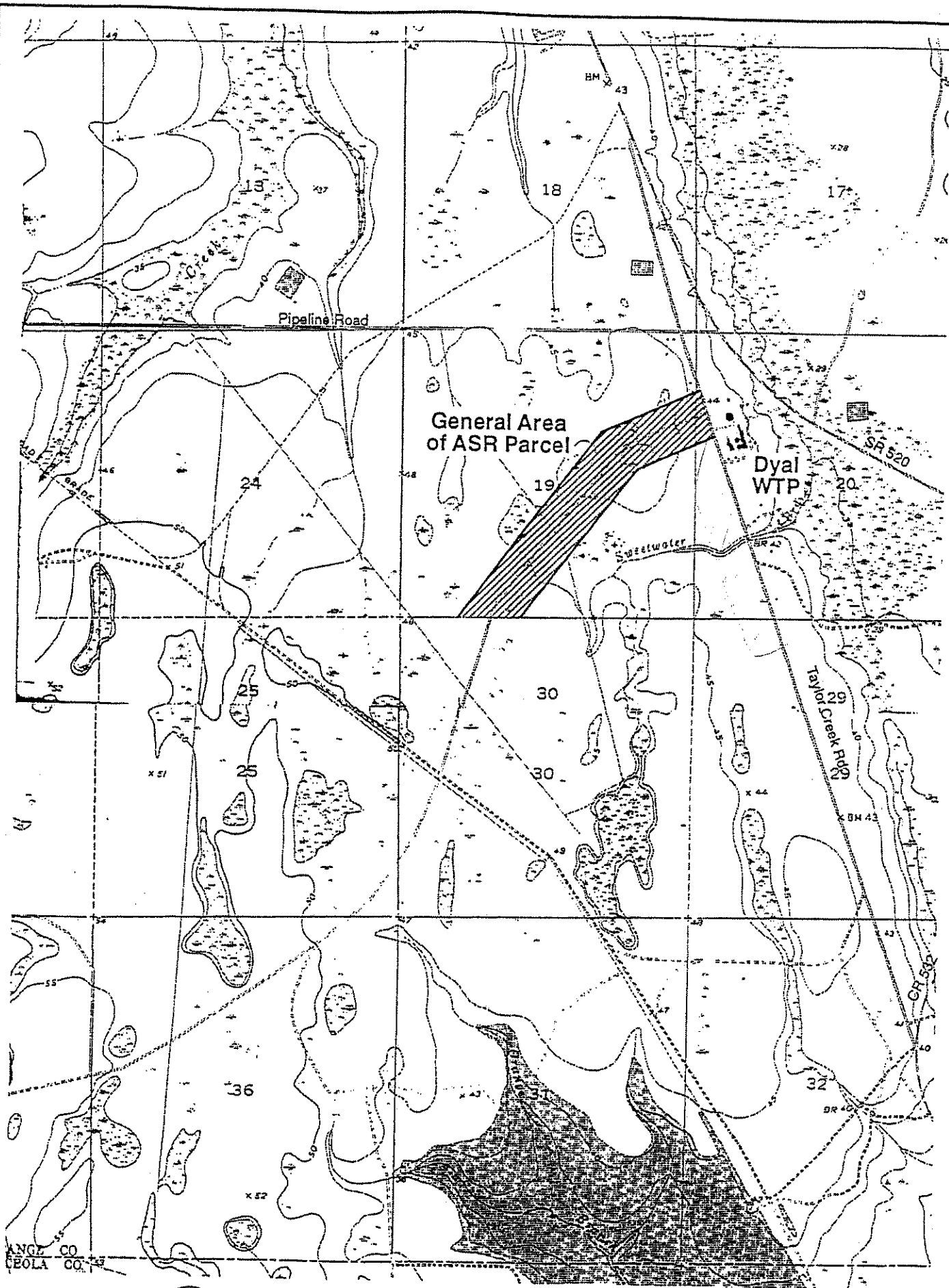
SMITH & WILLIAMS, P.A.

_____

Gregory L. Williams
Florida Bar No. 319503
712 South Oregon Avenue
Tampa, Florida 33606
Telephone No. (813) 253-5400

Attorneys for Corporation of the President of the Church of Jesus Christ of Latter Day Saints

GNV14514.To.D2 5/93



Scale in Feet

0 1200 2400

N

EXHIBIT C.
Approximate Location of ASR Parcels.

CH2MHILL

EXHIBIT D

THIS WARRANTY DEED made and executed the ___ day of _____, A.D., 1993 by CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole authorized to do business in the State of Florida, and having its principal place of business at 13754 Deseret Lane, St. Cloud, Florida 34773 (hereinafter "Grantor") to CITY OF COCOA, FLORIDA, a municipal of the State of Florida, and having its principal address at P.O. Box 1750, Cocoa, Florida 32922 (hereinafter "Grantee"):

> (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alienate, remise, situate in Orange County, Florida, viz:

> See Exhibit "A" attached hereto and made a part hereof: [Legal Description of ASR Parcels]

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said property in fee simple; that Grantor has good and lawful authority to sell and convey said land and that said land is free and clear of all encumbrances except the permitted exceptions set forth in Exhibit "B" attached hereto and made a part hereof; that, subject to the permitted exceptions, it hereby fully warrants the title to said land and will defend the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

(Corporate Seal)

Corporation of the President of
the Church of Jesus Christ of Latter
Day Saints, a Utah Corporation Sole

Signed, sealed and delivered
in the presence of:

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Title:_____

Date:_____

Address:_____

_____

_____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, and that he(she) acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him(her) by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, A.D. 1993.

Sign:_____

Print:_____
Notary Public,
My Commission Expires:

GNV14514.T0.D2 5/93

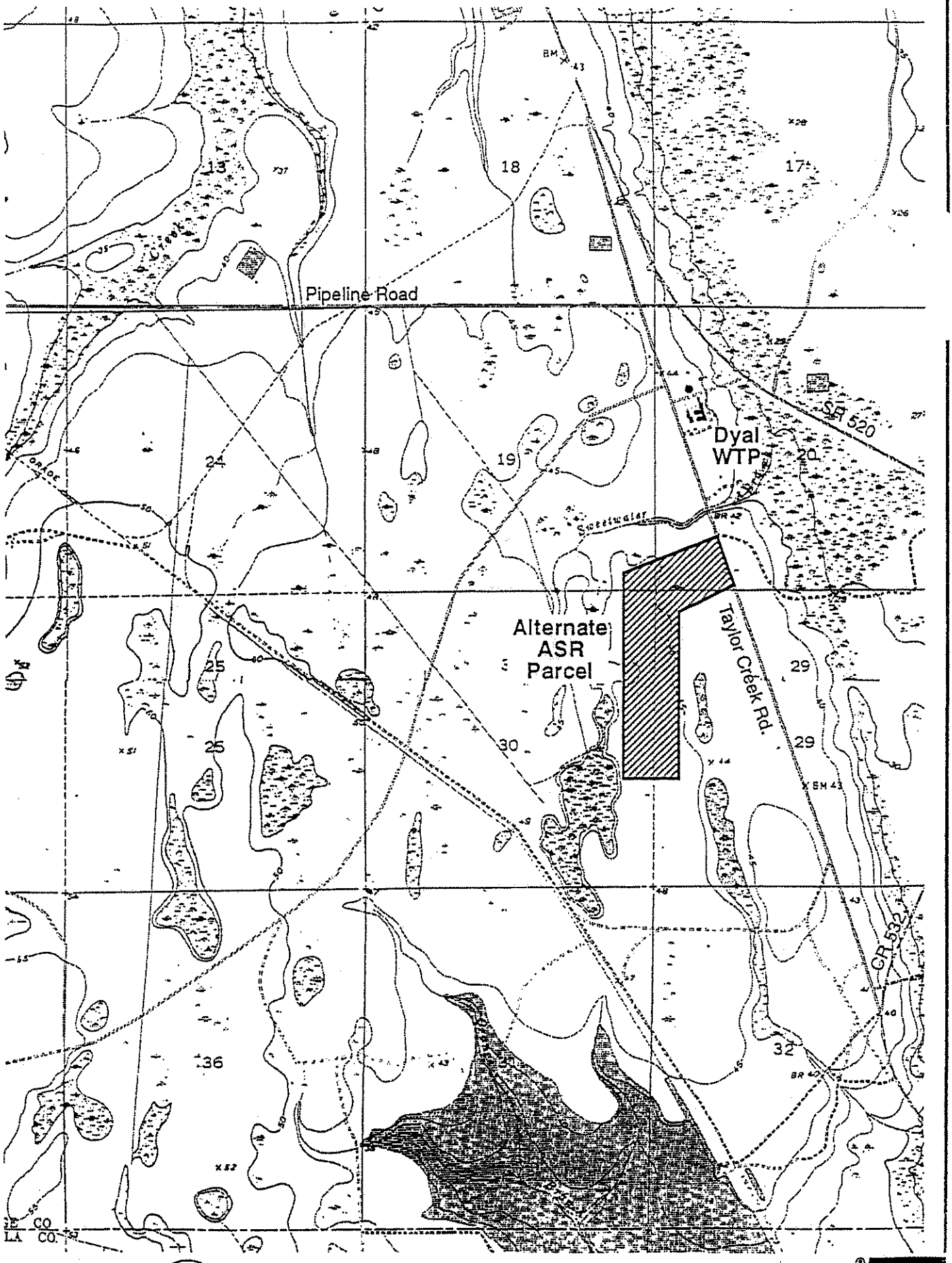


EXHIBIT E.
Approximate Location of Alternate ASR Parcel.

CH2MHILL

GNV14514.T0.B1 5/93

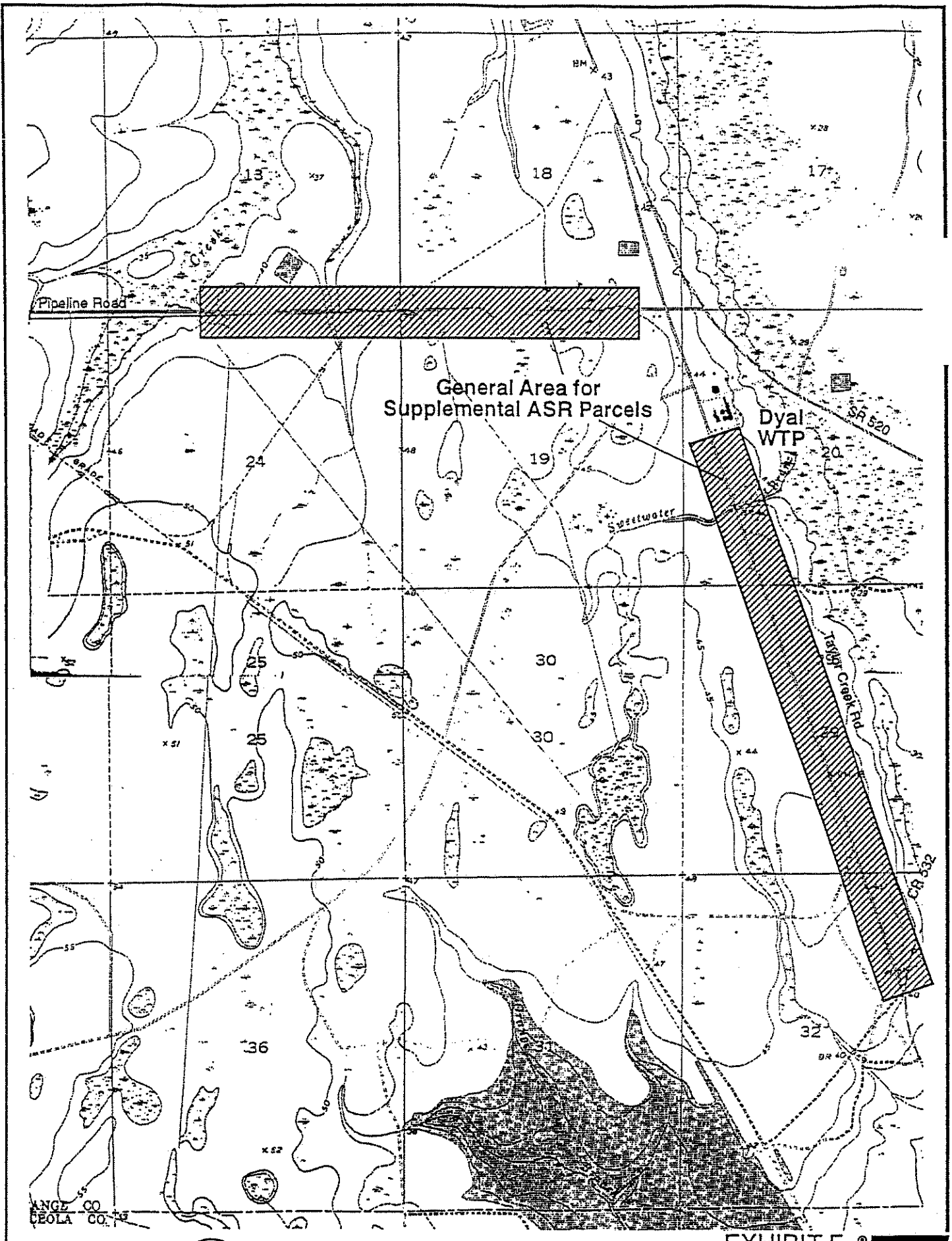


EXHIBIT F.
General Area in Which Supplemental ASR Parcel May Be Located.

CH2MHILL

EXHIBIT G

THIS WARRANTY DEED made and executed the ___ day of _____, A.D., 1993 by CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole authorized to do business in the State of Florida, and having its principal place of business at 13754 Deseret Lane, St. Cloud, Florida 34773 (hereinafter "Grantor") to CITY OF COCOA, FLORIDA, a municipal of the State of Florida, and having its principal address at P.O. Box 1750, Cocoa, Florida 32922 (hereinafter "Grantee"):

> (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alienate, remise, situate in Orange County, Florida, viz:

> See Exhibit "A" attached hereto and made a part hereof: [Legal Description of the Supplemental ASR Parcel]

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said property in fee simple; that Grantor has good and lawful authority to sell and convey said land and that said land is free and clear of all encumbrances except the permitted exceptions set forth in Exhibit "B" attached hereto and made a part hereof; that, subject to the permitted exceptions, it hereby fully warrants the title to said land and will defend the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

(Corporate Seal)

Corporation of the President of
the Church of Jesus Christ of Latter
Day Saints, a Utah Corporation Sole

Signed, sealed and delivered
in the presence of:

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Title:_____

Date:_____

Address:_____

_____

_____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, and that he(she) acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him(her) by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, A.D. 1993.

Sign:_____

Print:_____
Notary Public,
My Commission Expires:

EXHIBIT H

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE [OSCEOLA] COUNTY, FLORIDA

CITY OF COCOA, FLORIDA, Petitioner, vs. CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, et al. Respondents.	)	CASE NO. _____

STIPULATED ORDER OF TAKING

THIS CAUSE came to be heard by the Court pursuant to Petitioner's Declaration of Taking and Estimate of Value, and the Taylor Creek Reservoir Settlement Agreement between Petitioner, City of Cocoa and Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints, a copy of which is attached hereto as Exhibit "A.." The Court, being fully advised in the premises, it is

ORDERED AND ADJUDGED as follows:

1. The Court has jurisdiction over the subject matter and the parties to this cause.

2. Proper notice was first given to all Respondents and all persons having or claiming any equity, lien, title or other interest in or to the real property described in the Petition.

3. The pleadings in this cause are sufficient, and Petitioner is properly exercising its delegated authority.

4. The estimate of value filed in this cause by Petitioner was made in good faith, and based upon a valid appraisal.

5. Pursuant to Section 11.2 of the Taylor Creek Reservoir Settlement Agreement, Petitioner and Respondent, Corporation of the President of the Church of Jesus Christ of

Latter Day Saints agree that, with the exception of the severance and business damage claim described in Section 11.4 of the Taylor Creek Reservoir Settlement Agreement, just and fair compensation for taking title to the easements in real property described in the attached Exhibit "B" is provided in the payments made by Petitioner to Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints pursuant to Section 14 of the Taylor Creek Reservoir Settlement Agreement.

6. Petitioner is entitled to possession of and title to the easements in real property described in the attached Exhibit "B," prior to entry of final judgment, upon entry of this order.

7. Possession of and title to the estates and interests in real property described in the attached Exhibit "B" shall vest in Petitioner without further notice or order of this Court.

DONE AND ORDERED in Orange County, Florida, this ___ day of _____, 1993.

_____
Circuit Judge

Copies to: All Counsel of record

EXHIBIT B

I. Introduction – The estates and interests in the real property identified and described herein are necessary for the construction, operation, and maintenance of the facilities needed to withdraw, treat, store and transport water from the Taylor Creek Reservoir (hereinafter collectively referred to as the "Easement Property") located in Orange County, Florida and Osceola County, Florida for the public purpose of supplementing and supplying the City of Cocoa's public water utility system.

II. Definition of Easements

(a) As used herein, "Production Facility Easement" includes the right to enter upon the affected lands to clear the land of vegetation, to excavate, to construct, operate and maintain water production facilities, to construct, operate and maintain electrical power facilities necessary to operate and maintain the water production facilities. Provided, however, that upon completion of construction, the owner of the servient tenement in real property may utilize the land within the Production Facility Easement for any purpose or use not inconsistent with the City of Cocoa's operation and maintenance of the water production facilities. If the owner of the servient tenement places a fence or fences across the Production Facility Easement, said owner shall provide a gate and keys (or combination) adequate to allow ingress and egress to the City of Cocoa and its agents. In addition, the following provisions shall be applicable to the Production Facility Easement:

(1) The Production Facility Easement shall expire and revert to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints or its successors or assigns upon termination or expiration of the Taylor Creek Reservoir Settlement Agreement.

(2) The Production Facility Easement shall be non-exclusive, and the City of Cocoa shall be entitled to convey right-of-way to such electrical utility agencies as is necessary for the construction, operation and maintenance of water production facilities.

(3) The City of Cocoa shall not use the Production Facility Easement in a manner that creates a nuisance or an unsightly condition.

(4) The City of Cocoa shall not use the Production Facility Easement in a manner that causes flooding or creates wetlands or other environmentally protected areas.

(5) The Production Facility Easement shall not be used in a manner that damages the structural integrity of the Taylor Creek Reservoir Dike.

(6) The Production Facility Easement shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with present and future uses of the Taylor Creek Reservoir including, but not limited to, agricultural uses as more particularly described in

Sections 6.2 and 6.3 of the Taylor Creek Reservoir Settlement Agreement and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the Corporation of the President of the Church of Jesus Christ of Latter Day Saints reserves the right to enter the leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing agricultural and recreational uses, the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' future use of the Taylor Creek Reservoir shall not substantially interfere with the City of Cocoa's use of the Taylor Creek Reservoir as authorized under the Taylor Creek Reservoir Settlement Agreement.

(7) The Production Facility Easement shall not be fenced to preclude agricultural uses of the servient tenement by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, including cattle grazing and other customary agricultural uses; unless those uses prove to be inconsistent with the City of Cocoa's use of the easement property under Section II.(a) herein. In which case, the City of Cocoa may construct and maintain fencing only on the easement property where necessary to minimize the interruption of grazing patterns and to provide livestock control.

(8) The Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall have the right to install fences or gates on the Production Facility Easement for its agricultural cattle control and security purposes.

(9) Any fences or gates on the Production Facility Easement installed by the City of Cocoa shall be maintained in good repair by the City of Cocoa. Any fences or gates installed by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall be maintained in good repair by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints. All gates shall be kept locked.

(10) No City of Cocoa employee or independent contractor shall use the Production Facility Easement for hunting, fishing or recreational purposes.

(11) The names of all City of Cocoa employees and independent contractors authorized by the City of Cocoa to enter the Production Facility Easement shall be furnished in writing to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints prior to entry upon the easement property and the City of Cocoa shall require that all employees and contractors carry such reasonable identification as prescribed by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints.

(12) The City of Cocoa shall comply with all reasonable requests of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints to assist in securing the Production Facility Easement against trespassers and poachers.

(13) Drainage ditches and structures, if damaged by construction, will be restored or replaced in-kind to equivalent or better condition. The Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall have the right to maintain existing drainage ditches and structures.

(14) Fences, roadways and access structures, if damaged by construction, will be restored or replaced in-kind to equivalent or better condition. The City of Cocoa will not use the area of the Production Facility Easement during construction in a manner that will unreasonably restrict any ingress and egress to the servient tenement.

(15) All areas within and adjacent to the Production Facility Easement disturbed by construction of the water production facilities will be seeded and mulched as the final phase of construction.

(16) The City of Cocoa shall not use airboats on the Taylor Creek Reservoir. Further, the City of Cocoa's boating activity on the Taylor Creek Reservoir shall not interfere with the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' use of the Taylor Creek Reservoir for recreational fishing.

(17) The City of Cocoa shall hold harmless, defend and indemnify the Corporation of the President of the Church of Jesus Christ of Latter Day Saints for any claims, demands, lawsuits, judgment and damages arising on or in connection with the City of Cocoa's use of the Production Facility Easement as more particularly provided in Section 18 of the Taylor Creek Reservoir Settlement Agreement.

(b) As used herein, "Environmental Monitoring Easement" includes the right to enter upon the affected land to take quantitative measurements of vegetation, to sample water, soil and vegetation, to construct, operate and maintain piezometers and other water level recorders, to photograph the area, to install stakes and flags, to tag vegetation and to conduct any activities authorized pursuant to Sections 11.3.3, 11.3.4, 11.3.5 and 11.3.6 of the Taylor Creek Reservoir Settlement Agreement. Provided, however, the owner of the servient tenement in real property may utilize the land for any purpose or use not inconsistent with the City of Cocoa's use of the Environmental Monitoring Easement. If the owner of the servient tenement places a fence or fences across the Environmental Monitoring Easement, said owner shall provide a gate and keys (or combination) adequate to allow ingress and egress to the City of Cocoa and its agents. In addition, the following provisions shall be applicable to the Environmental Monitoring Easement:

(1) The Environmental Monitoring Easement shall expire and revert to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints or its successors or assigns upon termination or expiration of the Taylor Creek Reservoir Settlement Agreement.

(2) The Environmental Monitoring Easement shall be non-exclusive.

(3) The Environmental Monitoring Easement shall not be used for treatment of water or storage of equipment, personal property or materials above ground; provided however, the construction, operation and maintenance of piezometers and other water level recorders, the installation of flags and the tagging of vegetation shall not be considered the storage of equipment, personal property or materials.

(4) The City of Cocoa shall not use the Environmental Monitoring Easement in a manner that creates a nuisance or an unsightly condition.

(5) The City of Cocoa shall not use the Environmental Monitoring Easement in a manner that causes flooding or creates wetlands or other environmentally protected areas.

(6) The Environmental Monitoring Easement shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with present and future uses of the Taylor Creek Reservoir including, but not limited to, agricultural uses as more particularly described in Sections 6.2 and 6.3 of the Taylor Creek Reservoir Settlement Agreement and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the Corporation of the President of the Church of Jesus Christ of Latter Day Saints reserves the right to enter the leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing agricultural and recreational uses, the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' future use of the Taylor Creek Reservoir shall not substantially interfere with the City of Cocoa's use of the Taylor Creek Reservoir as authorized under the Taylor Creek Reservoir Settlement Agreement.

(7) The Environmental Monitoring Easement shall not be fenced to preclude agricultural use by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, including cattle grazing and other customary agricultural uses.

(8) The Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall have the right to maintain fences or gates on the Environmental Monitoring Easement for its agricultural cattle control and security purposes. Any fences or gates installed on the easement property shall be maintained in good repair by the

Corporation of the President of the Church of Jesus Christ of Latter Day Saints. All gates shall be kept locked.

(9) No City of Cocoa employee or independent contractor shall use the Environmental Monitoring Easement for hunting, fishing or recreational purposes.

(10) The names of all City of Cocoa employees and independent contractors authorized by the City of Cocoa to enter the Environmental Monitoring Easement shall be furnished in writing to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints prior to entry upon the easement property and the City of Cocoa shall require that all employees and contractors carry such reasonable identification as prescribed by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints.

(11) The City of Cocoa shall comply with all reasonable requests of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints to assist in securing the Environmental Monitoring Easement against trespassers and poachers.

(12) The City of Cocoa shall not use airboats on the Taylor Creek Reservoir. Further, the City of Cocoa's boating activity on the Taylor Creek Reservoir shall not interfere with the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' use of the Taylor Creek Reservoir for recreational fishing.

(13) The City of Cocoa shall hold harmless, defend and indemnify the Corporation of the President of the Church of Jesus Christ of Latter Day Saints for any claims, demands, lawsuits, judgment and damages arising on or in connection with the City of Cocoa's use of the Environmental Monitoring Easement as more particularly provided in Section 18 of the Taylor Creek Reservoir Settlement Agreement.

III. Identification and Description of the Estates and Interests in Real Property to be Condemned.

(a) For the raw water intake structure and pump station site, the City of Cocoa needs a Production Facility Easement in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

(b) For the pipeline route extending from the Dyal Plant to the raw water intake structure and pump station site, the City of Cocoa needs a 100 foot wide Production Facility Easement in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

(c) For the 10 Taylor Creek Reservoir Vegetation Monitoring Transects, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

(d) For the 5 Taylor Creek Floodplain Vegetation Monitoring Transects, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

(e) For the 5 Hand Fern Vegetation Monitoring Transects, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

(f) For the 3 Reference Wetlands, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

EXHIBIT I

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE [OSCEOLA] COUNTY, FLORIDA

CITY OF COCOA, FLORIDA, Petitioner, vs. CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, et al. Respondents.	)	CASE NO. _____

STIPULATED FINAL JUDGMENT

THIS CAUSE came to be heard by the Court pursuant to the Taylor Creek Reservoir Settlement Agreement between Petitioner, City of Cocoa and Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints, a copy of which is attached hereto as Exhibit "A.." The Court, being fully advised in the premises, it is

ORDERED AND ADJUDGED as follows:

1. This Stipulated Final Judgment solely involves the real property described in the attached Exhibit "B."

2. All pending claims in the above-styled case (including but not limited to the order of taking, full compensation, prejudgment interest, severance damages, business damages and any other type of damages recoverable eminent domain, and the value of any liens, leases, encumbrances, options or contracts on the Subject Real Property, and attorneys fees and costs), exclusive of any severance or business damages attributable to the imposition of land use restrictions due to the taking and use proposed by the Petitioner, as more specifically described in Section 11.4 of the Taylor Creek Reservoir Settlement Agreement, have been satisfied and are hereafter discharged without further notice or order of this Court.

3. Jurisdiction over the above-styled case is reserved solely for Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints' potential claim for severance and business damages attributable to restrictions placed by local, regional, state or federal government agencies on Respondent, Church of Jesus Christ of Latter Day Saints' use of the Restricted Property, which restrictions result from Petitioner's withdrawal or use of the Taylor Creek Reservoir and L-73 Canal for water supply, as more specifically described in Section 11.4 of the Taylor Creek Reservoir Settlement Agreement. However, in accordance with the Taylor Creek Reservoir Settlement Agreement, the Petitioner shall not be liable for severance and business damages resulting from any use restriction placed on property owned by COP outside the Restricted Property nor shall Petitioner be liable for severance and business damages resulting from any use restriction that is entirely independent of the Petitioner's use of the Taylor Creek Reservoir or due at least in part to Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saint's use of the Taylor Creek Reservoir for potable water supply purposes. Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall not assert such any claim until such time as a land use restriction that would give rise to an actionable severance and business damage claim actually occurs, and is upheld against the administrative and judicial challenges of Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints and the Petitioner. If the Petitioner withdraws or fails or refuses to challenge the land use restriction, or if the Petitioner refuses to appeal any adverse determination to the appropriate tribunal, Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints would then be entitled to assert the severance or business damage claim. Any use restriction of the Restricted Property that results in Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints being entitled to assert a severance or business damage claim would not preclude Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints from asserting a future severance or business damage claim as a result of a future use

restriction of the Restricted Property; provided, however, Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall not be entitled to severance damages exceeding 100% of the fair market value of the Restricted Property (determined at the time the claim is asserted) affected by the use restrictions attributable to Petitioner's withdrawal and use of the Taylor Creek Reservoir for water supply purposes, any payments made by Petitioner to Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints of prior severance damage claims shall be counted in determining whether the fair market value of the Restricted Property has been exceeded and Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall not be entitled to business damages, where the business activity affected by use restrictions attributable to the City's withdrawal and use of the Taylor Creek Reservoir for water supply purposes was the subject of a preceding business damage claim. In the event a severance or business damage claim is asserted as specified herein, the Petitioner and Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints would be entitled to all rights under the version of Chapters 73 and 74 of the Florida Statutes in effect on February 1, 1993, notwithstanding future repeal or modification of these statutory rights. Additionally, the Petitioner would be entitled to assert that such severance or business damage claim are not compensible in an eminent domain proceeding.

4. Jurisdiction over the above-styled case is also reserved for the purpose of determining attorneys fees and costs associated with a severance or business damage claim by Respondent, Corporation of the President that is attributable to restrictions placed by local, regional, state or federal government agencies on Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints' use of the Restricted Property, which restrictions result from the Petitioner's withdrawal or use of the Taylor Creek Reservoir and L-73 Canal for water supply, as more specifically described in Section 11.4 of the Taylor Creek Reservoir Settlement Agreement. Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints' entitlement to the reimbursement of attorneys

fees and costs under these circumstances shall be governed by the version of Chapters 73 and 74 of the Florida Statutes in effect on February 1, 1993.

5. In the event Respondent, Corporation of the President of the Church of Jesus Christ of Latter Day Saints is successful in obtaining a settlement or judgment awarding business or severance damages and attorneys fees and costs against the Petitioner as specified herein, the Petitioner shall have the right to pay any such settlement or judgment over a period of five (5) years, with any unpaid balance accruing interest at the statutory rate in effect at the time the settlement, judgment or order directing payment of the award becomes final.

DONE AND ORDERED in Orange County, Florida, this ___ day of _____, 1993.

_____
Circuit Judge

Copies to: All Counsel of record

EXHIBIT B

I. Introduction – The estates and interests in the real property identified and described herein are necessary for the construction, operation, and maintenance of the facilities needed to withdraw, treat, store and transport water from the Taylor Creek Reservoir (hereinafter collectively referred to as the "Subject Real Property") located in Orange County, Florida and Osceola County, Florida for the public purpose of supplementing and supplying the City of Cocoa's public water utility system.

II. Definition of Easements

(a) As used herein, "Production Facility Easement" includes the right to enter upon the affected lands to clear the land of vegetation, to excavate, to construct, operate and maintain water production facilities, to construct, operate and maintain electrical power facilities necessary to operate and maintain the water production facilities. Provided, however, that upon completion of construction, the owner of the servient tenement in real property may utilize the land within the Production Facility Easement for any purpose or use not inconsistent with the City of Cocoa's operation and maintenance of the water production facilities. If the owner of the servient tenement places a fence or fences across the Production Facility Easement, said owner shall provide a gate and keys (or combination) adequate to allow ingress and egress to the City of Cocoa and its agents. In addition, the following provisions shall be applicable to the Production Facility Easement:

(1) The Production Facility Easement shall expire and revert to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints or its successors or assigns upon termination or expiration of the Taylor Creek Reservoir Settlement Agreement.

(2) The Production Facility Easement shall be non-exclusive, and the City of Cocoa shall be entitled to convey right-of-way to such electrical utility agencies as is necessary for the construction, operation and maintenance of water production facilities.

(3) The City of Cocoa shall not use the Production Facility Easement in a manner that creates a nuisance or an unsightly condition.

(4) The City of Cocoa shall not use the Production Facility Easement in a manner that causes flooding or creates wetlands or other environmentally protected areas.

(5) The Production Facility Easement shall not be used in a manner that damages the structural integrity of the Taylor Creek Reservoir Dike.

(6) The Production Facility Easement shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with present and future uses of the Taylor Creek Reservoir including, but not limited to, agricultural uses as more particularly described in

sections 6.2 and 6.3 of the Taylor Creek Reservoir Settlement Agreement and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the Corporation of the President of the Church of Jesus Christ of Latter Day Saints reserves the right to enter the leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing agricultural and recreational uses, the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' future use of the Taylor Creek Reservoir shall not substantially interfere with the City of Cocoa's use of the Taylor Creek Reservoir as authorized under the Taylor Creek Reservoir Settlement Agreement.

(7) The Production Facility Easement shall not be fenced to preclude agricultural uses of the servient tenement by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, including cattle grazing and other customary agricultural uses; unless those uses prove to be inconsistent with the City of Cocoa's use of the easement property under Section II.(a) herein. In which case, the City of Cocoa may construct and maintain fencing only on the easement property where necessary to minimize the interruption of grazing patterns and to provide livestock control.

(8) The Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall have the right to install fences or gates on the Production Facility Easement for its agricultural cattle control and security purposes.

(9) Any fences or gates on the Production Facility Easement installed by the City of Cocoa shall be maintained in good repair by the City of Cocoa. Any fences or gates installed by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall be maintained in good repair by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints. All gates shall be kept locked.

(10) No City of Cocoa employee or independent contractor shall use the Production Facility Easement for hunting, fishing or recreational purposes.

(11) The names of all City of Cocoa employees and independent contractors authorized by the City of Cocoa to enter the Production Facility Easement shall be furnished in writing to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints prior to entry upon the easement property and the City of Cocoa shall require that all employees and contractors carry such reasonable identification as prescribed by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints.

(12) The City of Cocoa shall comply with all reasonable requests of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints to assist in securing the Production Facility Easement against trespassers and poachers.

(13) Drainage ditches and structures, if damaged by construction, will be restored or replaced in-kind to equivalent or better condition. The Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall have the right to maintain existing drainage ditches and structures.

(14) Fences, roadways and access structures, if damaged by construction, will be restored or replaced in-kind to equivalent or better condition. The City of Cocoa will not use the area of the Production Facility Easement during construction in a manner that will unreasonably restrict any ingress and egress to the servient tenement.

(15) All areas within and adjacent to the Production Facility Easement disturbed by construction of the water production facilities will be seeded and mulched as the final phase of construction.

(16) The City of Cocoa shall not use airboats on the Taylor Creek Reservoir. Further, the City of Cocoa's boating activity on the Taylor Creek Reservoir shall not interfere with the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' use of the Taylor Creek Reservoir for recreational fishing.

(17) The City of Cocoa shall hold harmless, defend and indemnify the Corporation of the President of the Church of Jesus Christ of Latter Day Saints for any claims, demands, lawsuits, judgment and damages arising on or in connection with the City of Cocoa's use of the Production Facility Easement as more particularly provided in Section 18 of the Taylor Creek Reservoir Settlement Agreement.

(b) As used herein, "Environmental Monitoring Easement" includes the right to enter upon the affected land to take quantitative measurements of vegetation, to sample water, soil and vegetation, to construct, operate and maintain piezometers and other water level recorders, to photograph the area, to install stakes and flags, to tag vegetation and to conduct any activities authorized pursuant to Sections 11.3.3, 11.3.4, 11.3.5 and 11.3.6 of the Taylor Creek Reservoir Settlement Agreement. Provided, however, the owner of the servient tenement in real property may utilize the land for any purpose or use not inconsistent with the City of Cocoa's use of the Environmental Monitoring Easement. If the owner of the servient tenement places a fence or fences across the Environmental Monitoring Easement, said owner shall provide a gate and keys (or combination) adequate to allow ingress and egress to the City of Cocoa and its agents. In addition, the following provisions shall be applicable to the Environmental Monitoring Easement:

(1) The Environmental Monitoring Easement shall expire and revert to the Corporation of the President of the Church of Jesus Christ of Latter Day Saints or its successors or assigns upon termination or expiration of the Taylor Creek Reservoir Settlement Agreement.

(2) The Environmental Monitoring Easement shall be non-exclusive.

(3) The Environmental Monitoring Easement shall not be used for treatment of water or storage of equipment, personal property or materials above ground; provided however, the construction, operation and maintenance of piezometers and other water level recorders, the installation of flags and the tagging of vegetation shall not be considered the storage of equipment, personal property or materials.

(4) The City of Cocoa shall not use the Environmental Monitoring Easement in a manner that creates a nuisance or an unsightly condition.

(5) The City of Cocoa shall not use the Environmental Monitoring Easement in a manner that causes flooding or creates wetlands or other environmentally protected areas.

(6) The Environmental Monitoring Easement shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with present and future uses of the Taylor Creek Reservoir including, but not limited to, agricultural uses as more particularly described in Sections 6.2 and 6.3 of the Taylor Creek Reservoir Settlement Agreement and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the Corporation of the President of the Church of Jesus Christ of Latter Day Saints reserves the right to enter the leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing agricultural and recreational uses, the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' future use of the Taylor Creek Reservoir shall not substantially interfere with the City of Cocoa's use of the Taylor Creek Reservoir as authorized under the Taylor Creek Reservoir Settlement Agreement.

(7) The Environmental Monitoring Easement shall not be fenced to preclude agricultural use by the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, including cattle grazing and other customary agricultural uses.

(8) The Corporation of the President of the Church of Jesus Christ of Latter Day Saints shall have the right to maintain fences or gates on the Environmental Monitoring Easement for its agricultural cattle control and security purposes. Any fences or gates installed on the easement property shall be maintained in good repair by the

Corporation of the President of the Church of Jesus Christ of Latter Day Saints. All gates shall be kept locked.

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(12) The City of Cocoa shall not use airboats on the Taylor Creek Reservoir. Further, the City of Cocoa's boating activity on the Taylor Creek Reservoir shall interfere with the Corporation of the President of the Church of Jesus Christ of Latter Day Saints' use of the Taylor Creek Reservoir for recreational fishing.

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III. Identification and Description of the Estates and Interests in Real Property to be Condemned.

(a) For the raw water intake structure and pump station site, the City of Cocoa needs a Production Facility Easement in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

(b) For the pipeline route extending from the Dyal Plant to the raw water intake structure and pump station site, the City of Cocoa needs a 100 foot wide Production Facility Easement in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

(c) For the 10 Taylor Creek Reservoir Vegetation Monitoring Transects, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

(d) For the 5 Taylor Creek Floodplain Vegetation Monitoring Transects, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

(e) For the 5 Hand Fern Vegetation Monitoring Transects, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

(f) For the 3 Reference Wetlands, the City of Cocoa needs Environmental Monitoring Easements in real property located in Orange [Osceola] County, Florida, being more particularly described as follows:

[Legal Description]

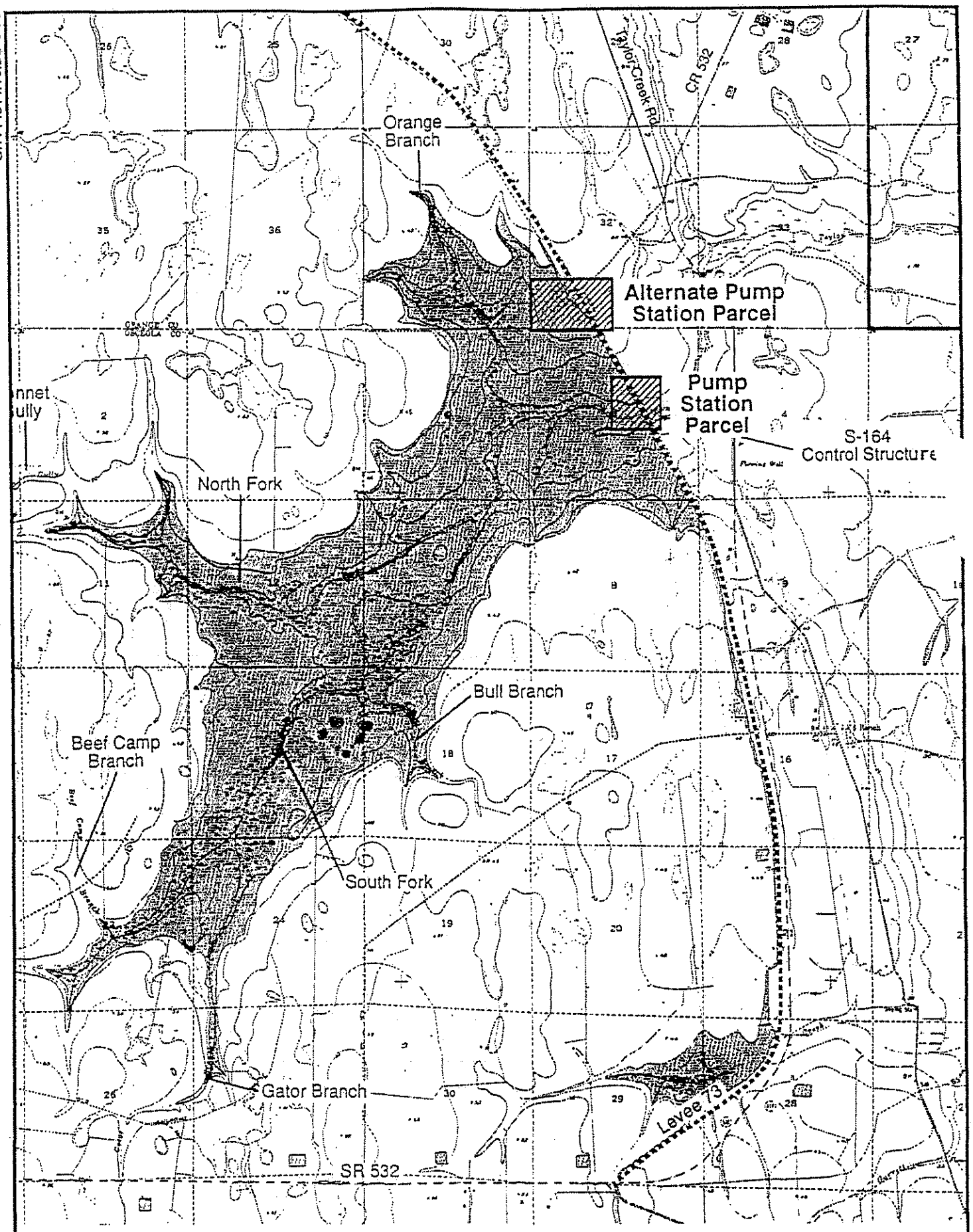


EXHIBIT J.
Approximate Location of Pump Station Parcel and Alternate Pump Station Parcel.

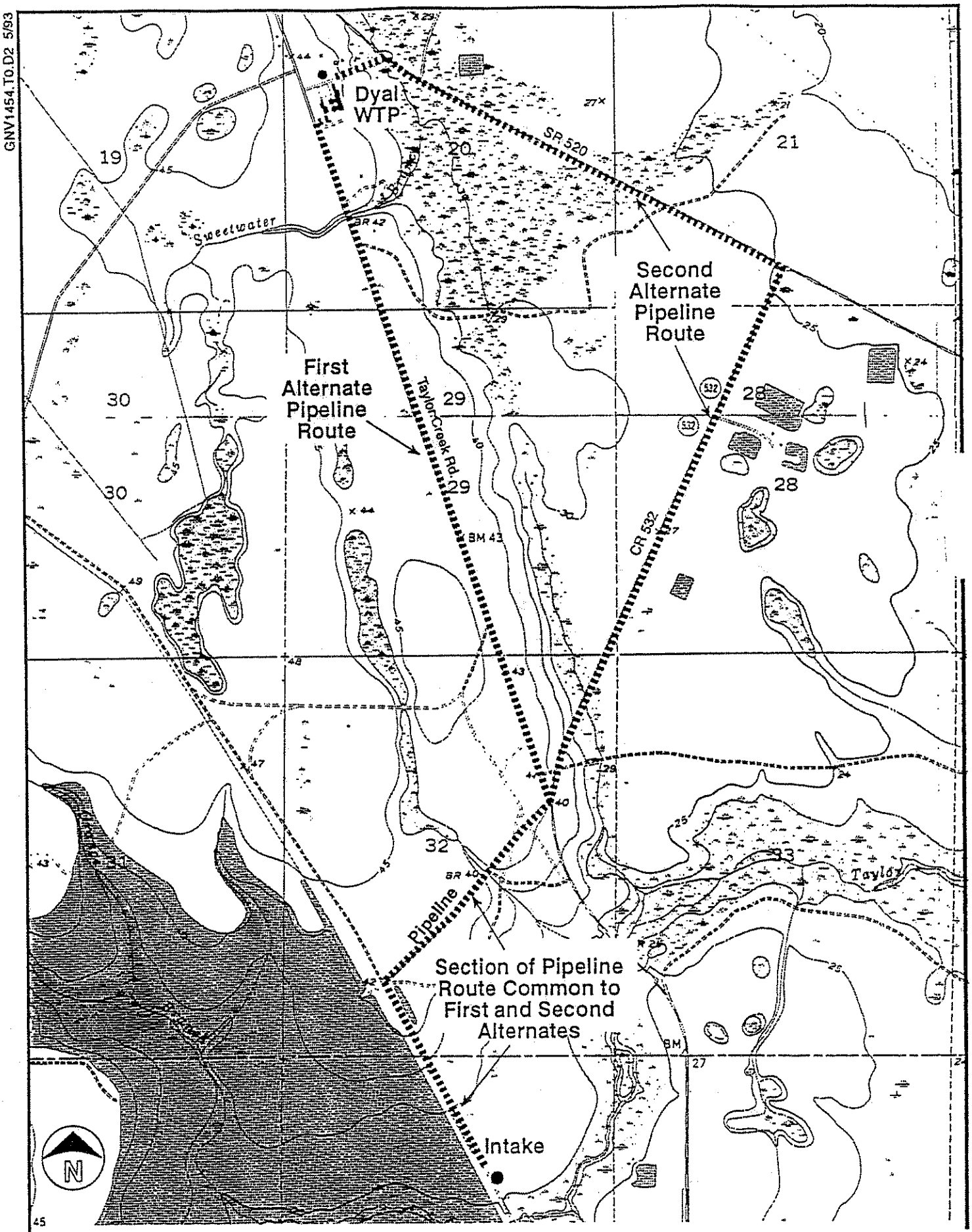


EXHIBIT K.
Approximate Location of First Alternate Pipeline Route and Second Alternate Pipeline Route.

CH2MHILL

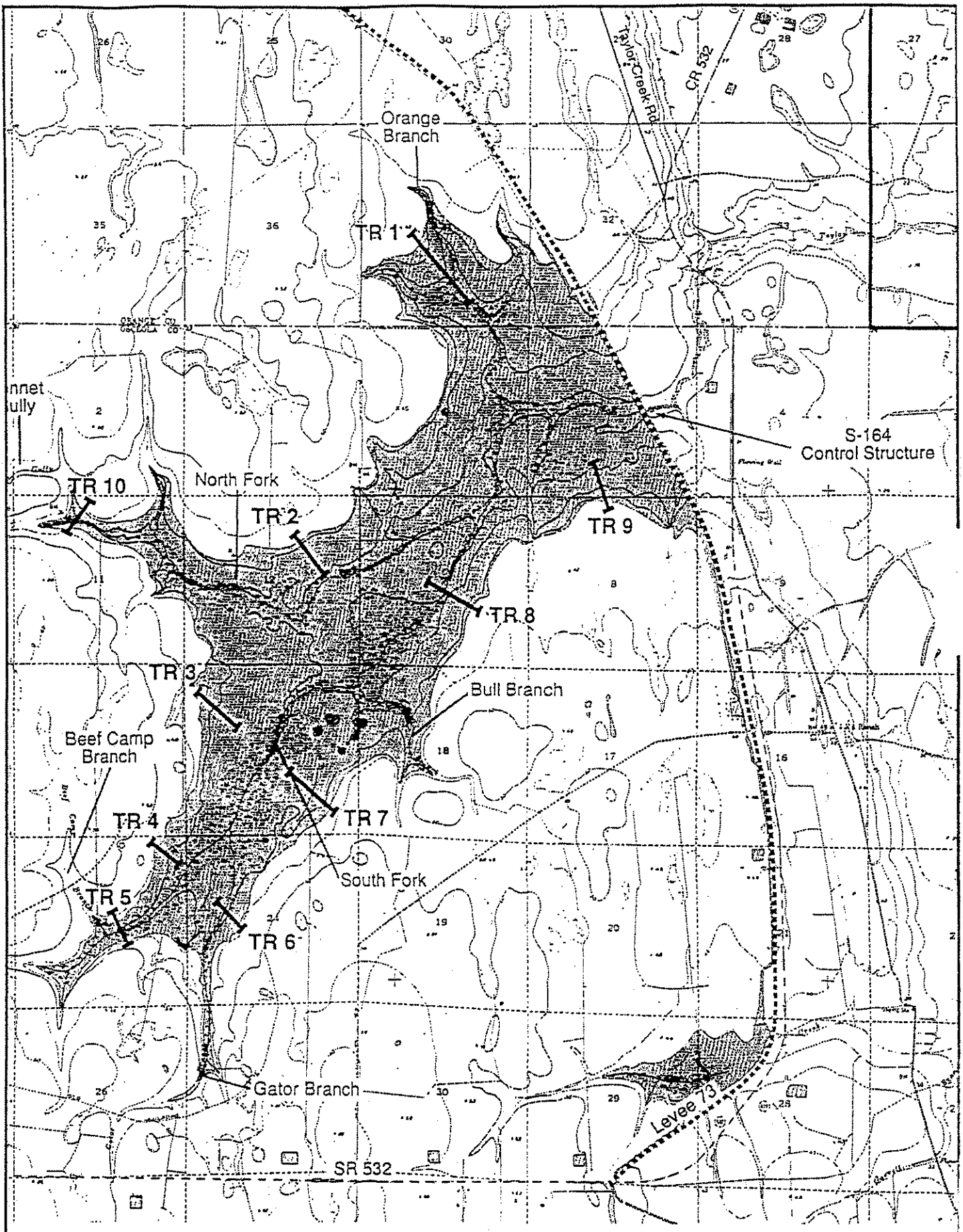


EXHIBIT L.
Approximate Location of Reservoir Vegetation Monitoring Transects.

CH2MHILL

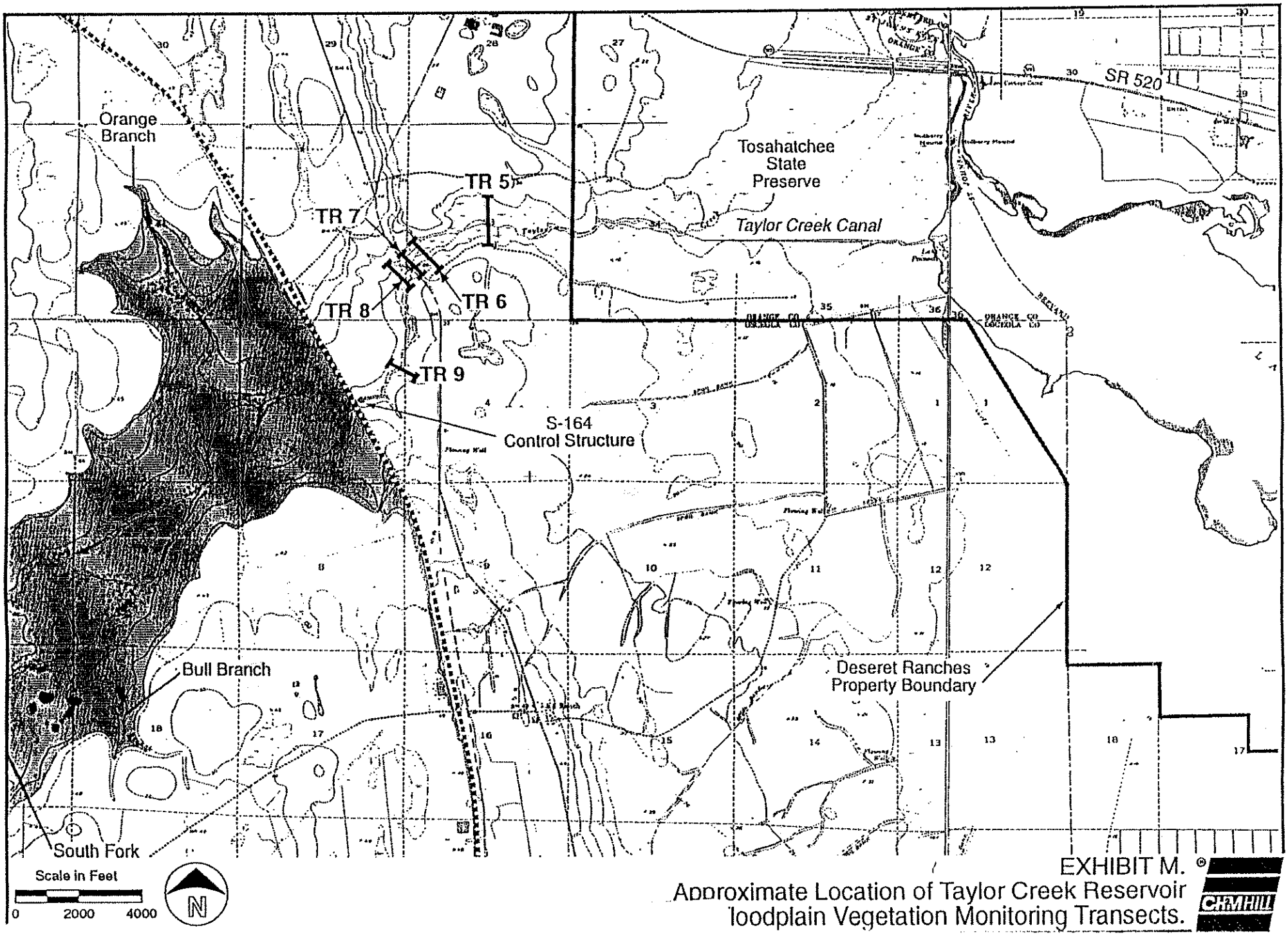


EXHIBIT M.

Approximate Location of Taylor Creek Reservoir Floodplain Vegetation Monitoring Transects.

CH2MHILL

GNV14514.T0.D2 6/93

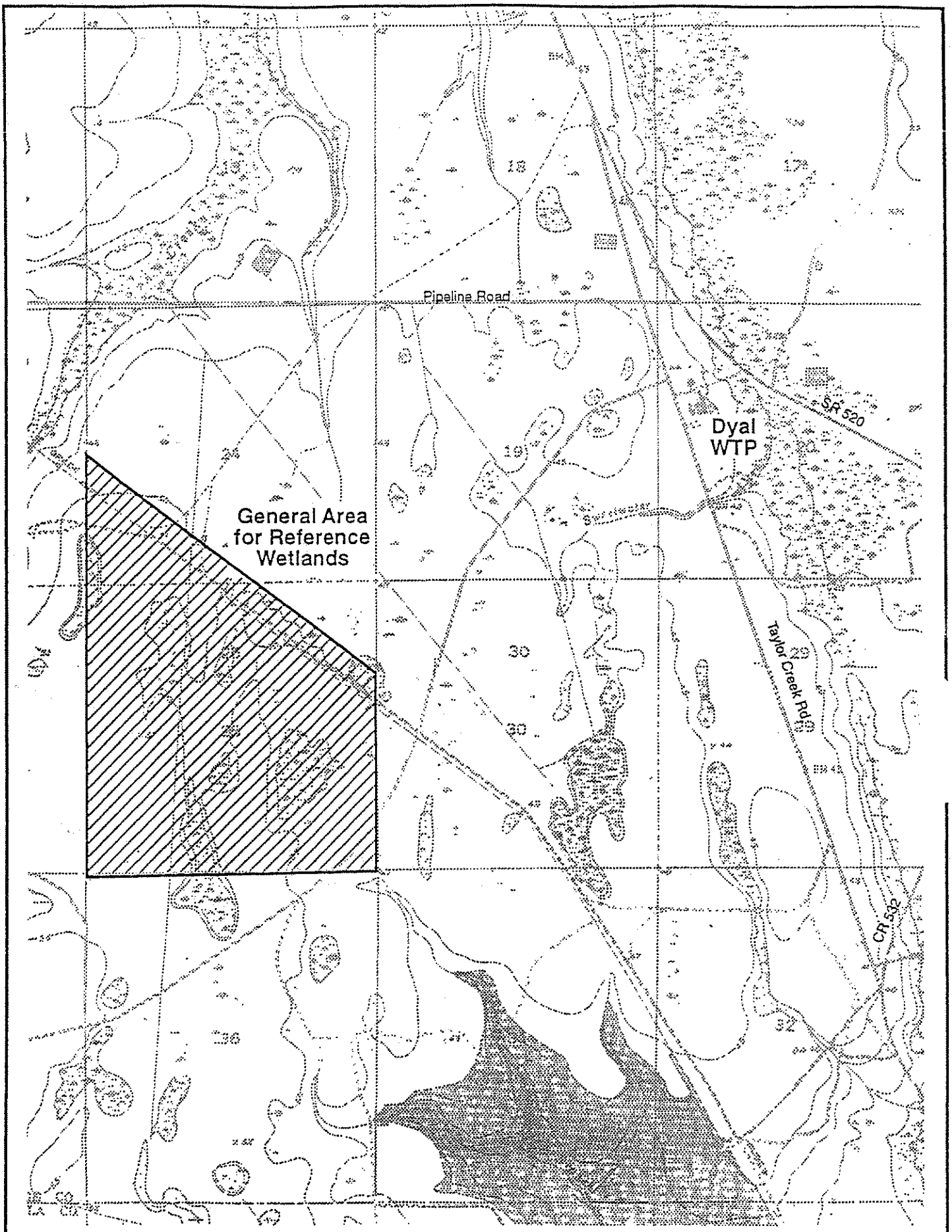


EXHIBIT O.
General Area in which
Reference Wetlands May Be Located.

CH2MHILL

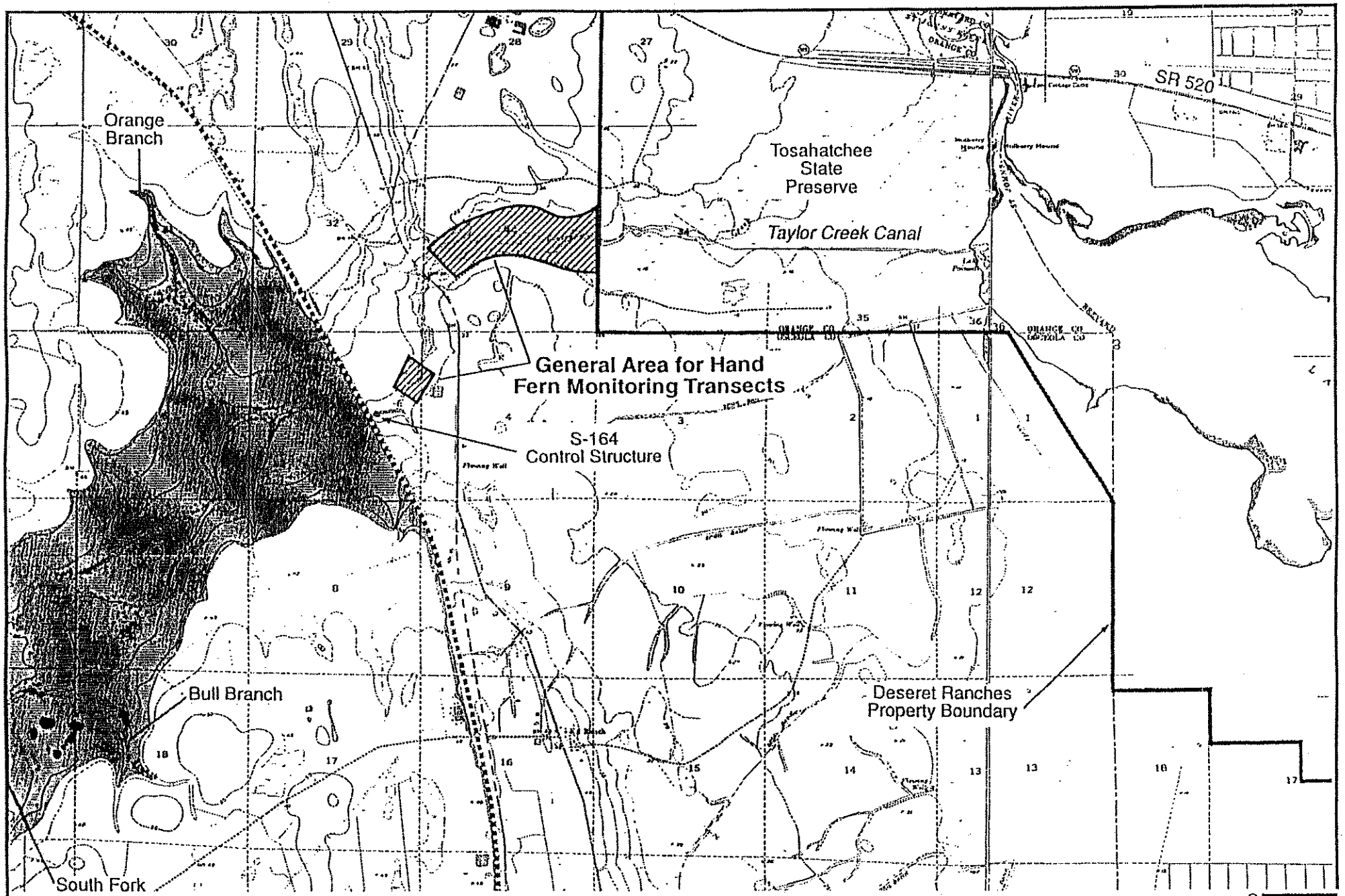
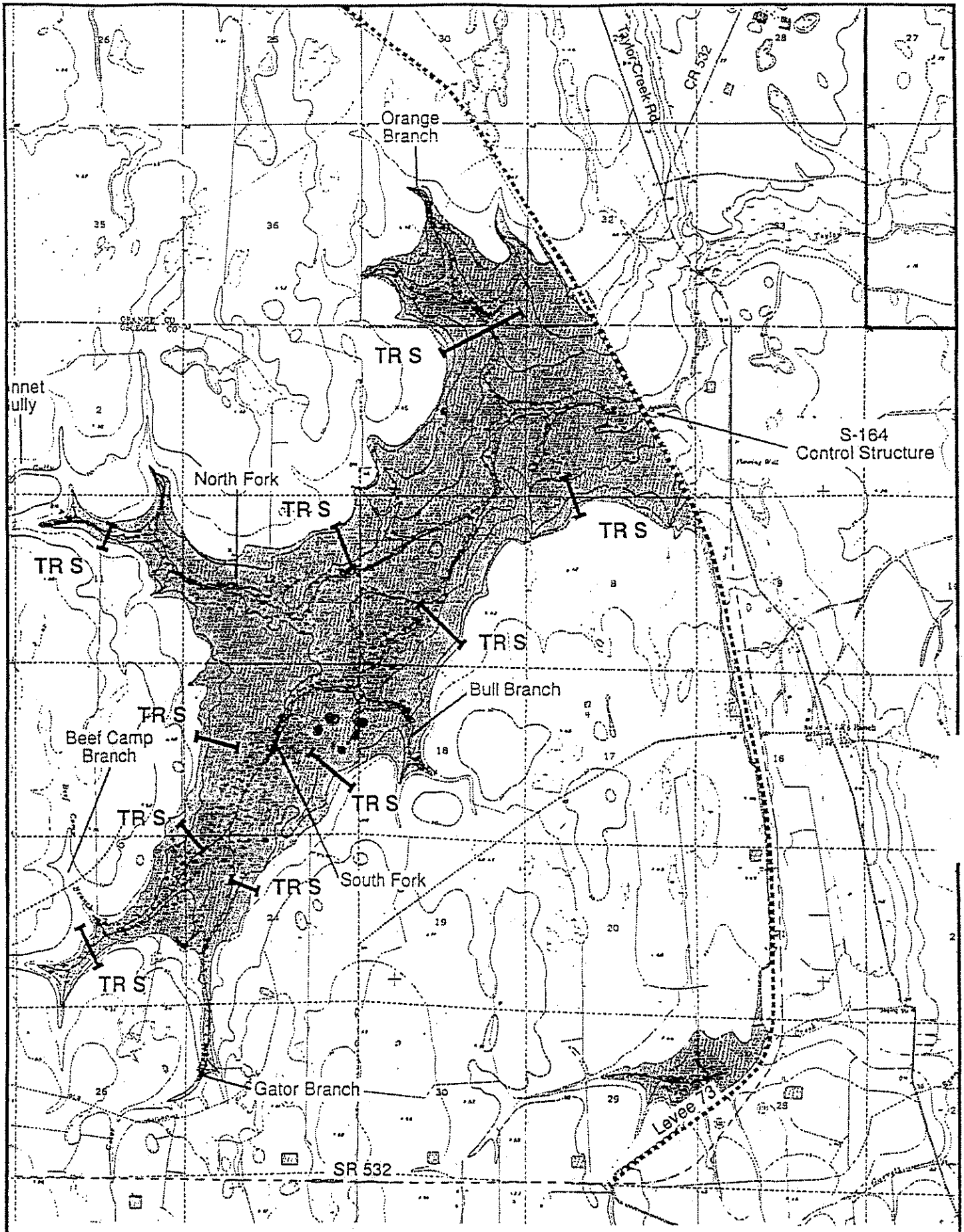


EXHIBIT N.

General Area in which Hand[illegible] Vegetation Monitoring Transects May Be Located.

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Scale in Feet
0 2000 4000

N

EXHIBIT P.
Potential Location of Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect.

CH2MHILL

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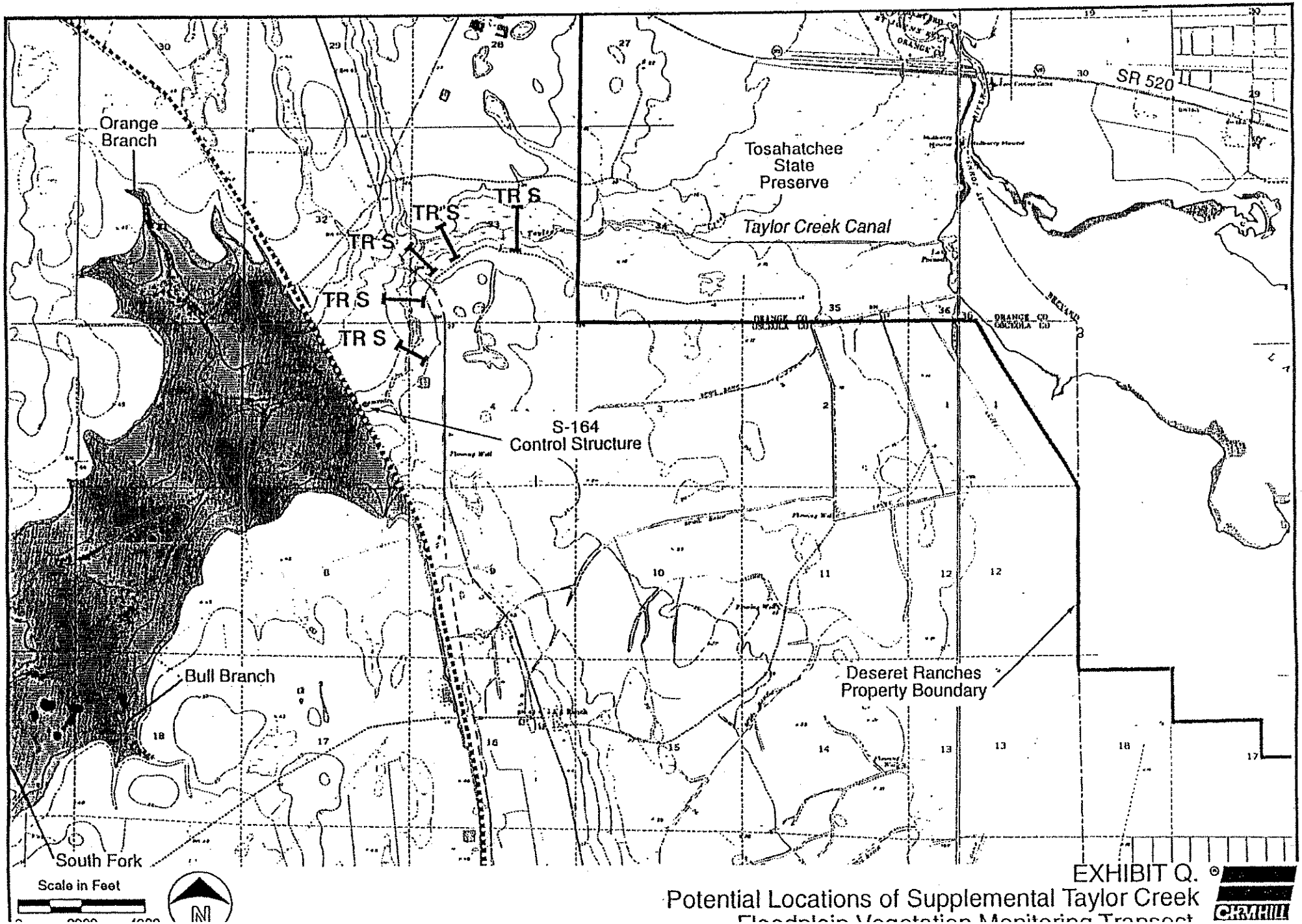


EXHIBIT Q.

Potential Locations of Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect

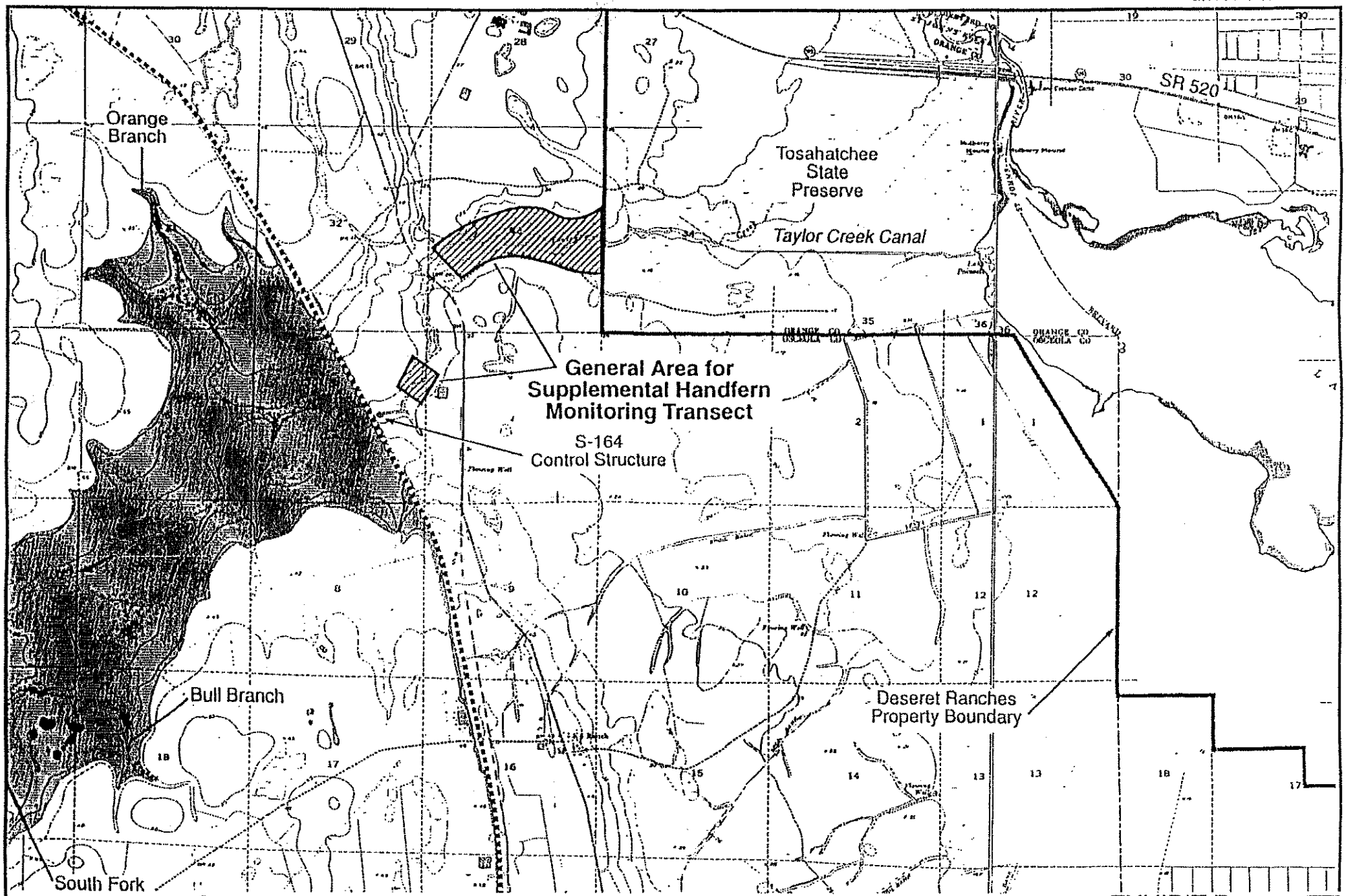


EXHIBIT R.

General Area in which Supplemental Handfern Vegetation Monitoring Transect May Be Located.

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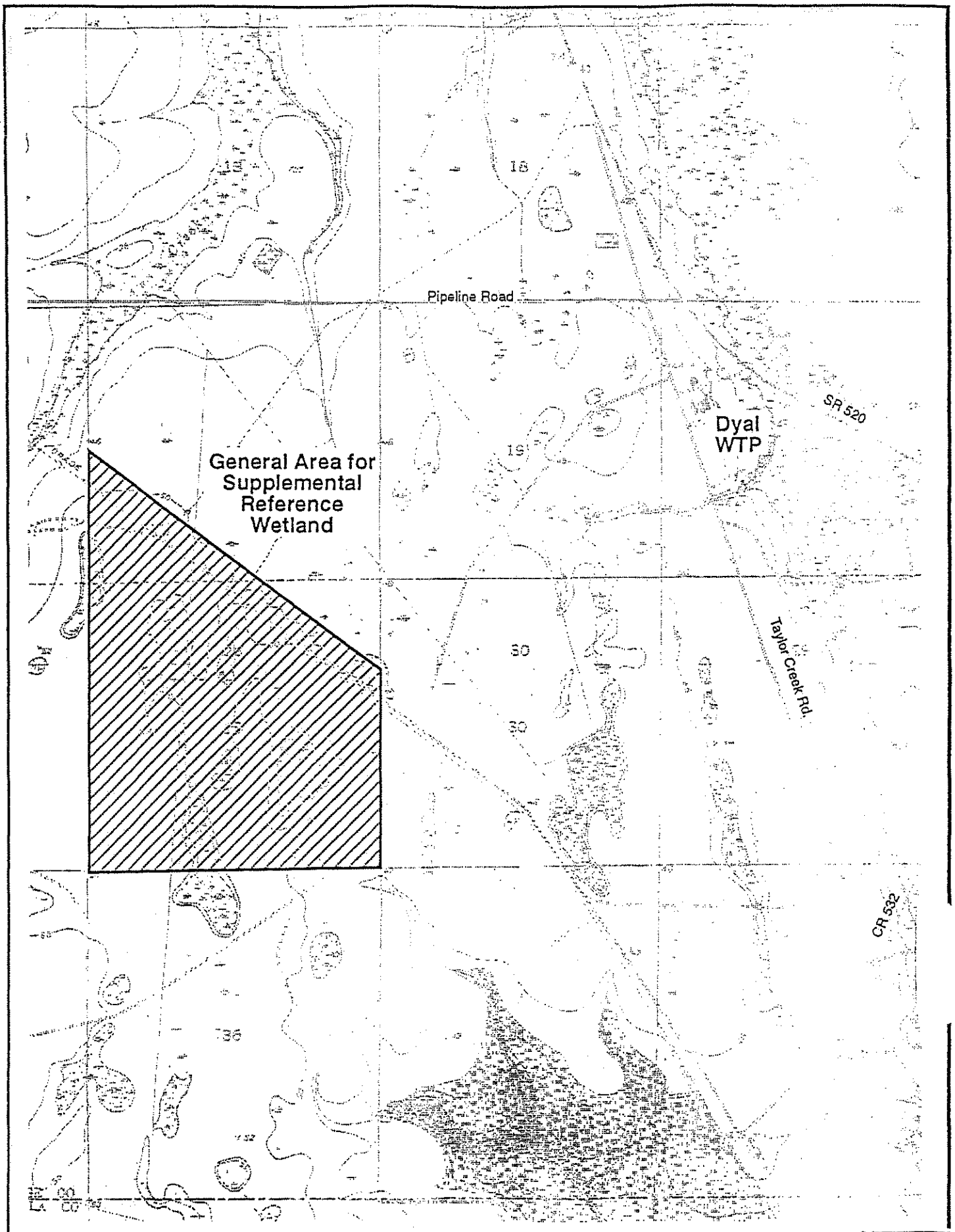


EXHIBIT S.
General Area in which Supplemental Reference Wetland May Be Located.

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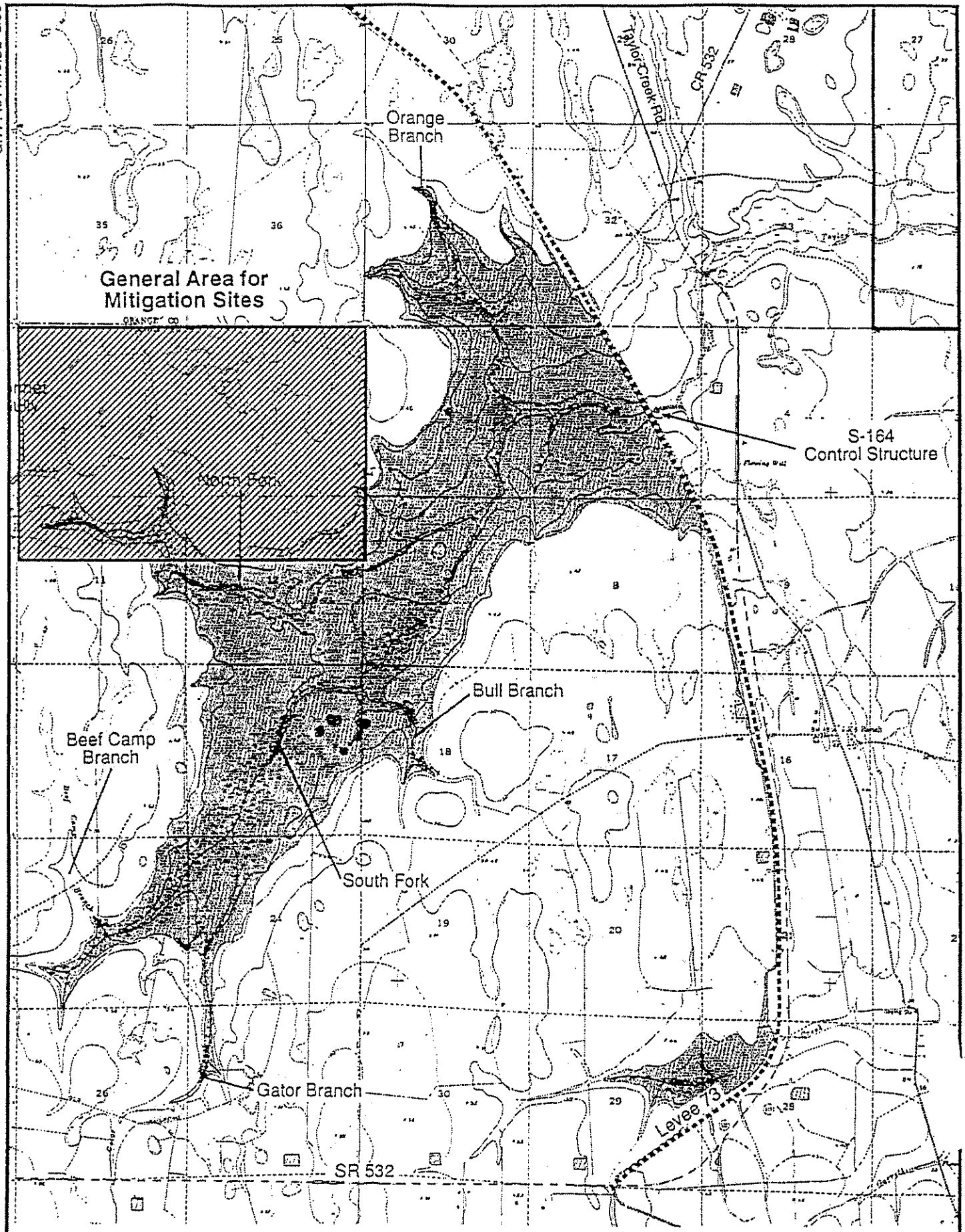


EXHIBIT T.
General Area in Which Mitigation Sites May Be Located.

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EXHIBIT U

ENVIRONMENTAL MONITORING EASEMENT AGREEMENT

This Agreement is entered into this ___ day of _____, between _____ ("Grantor"), and the CITY OF COCOA, a municipal corporation of the State of Florida ("Grantee"), whose mailing address is P.O. Box 1750, Cocoa, Florida 32922.

WITNESSETH:

WHEREAS, Grantor is the owner of certain property in Orange County, Florida and Osceola County, Florida ("Restricted Property") more particularly described in Section 3.28 of the Taylor Creek Reservoir Settlement Agreement, a copy of which is attached hereto as Exhibit "A."

WHEREAS, Grantee desires to exercise its option under Section 12 of the Taylor Creek Reservoir Settlement Agreement to acquire a Supplemental Taylor Creek Reservoir Vegetation Monitoring Transect, a Supplemental Taylor Creek Floodplain Vegetation Monitoring Transect, a Supplemental Hand Fern Vegetation Monitoring Transect or a Supplemental Reference Wetland in order to monitor vegetation and wildlife as a condition to future environmental permits or government approvals.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns and all other persons claiming by, through or under Grantee, a non-exclusive environmental monitoring easement ("Easement") over and across the Restricted Property.

The Easements are granted upon the following terms, conditions, covenants and agreements, all of which are agreed to by the Grantee by the execution of this Easement Agreement:

1. PURPOSE. The Easements are necessary for enviornmental monitoring. The Easements may be used by Grantee and Grantee's agents, representatives, employees, licensees and invitees for the purposes as described herein.

2. DESCRIPTION OF EASEMENT. The Easement is a non-exclusive easement, which includes the right to enter upon that portion of the Restricted Property, as more specifically described in Exhibit "B" (Legal Description), to take quantitative measurements of vegetation, to sample water, soil and vegetation, to construct, operate and maintain piezometers and other water level recorders, to photograph the area, to install stakes and flags, to tag vegetation to conduct any activities authorized pursuant to Sections 12.1.1, 12.1.2, 12.1.3 and 12.1.4 of the Taylor Creek Reservoir Settlement Agreement. Provided, however, the Grantee may utilize the Easement for any purpose or use not inconsistent with the use granted to the Grantee. If the Grantor places a fence or fences across the easement, the Grantor shall provide a gate and keys (or combination) to allow ingress and egress by the Grantee or its agents. In addition the following provisions shall be applicable:

a. The Easement shall not be used for treatment of water or storage of equipment, personal property or materials above ground; provided however, the construction, operation and maintenance of piezometers and other water level recorders, the installation of flags and the tagging of vegetation shall not be considered the storage of equipment, personal property or materials.

b. The Grantee shall not use the Easement in a manner that creates a nuisance or an unsightly condition.

c. The Easement shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with Grantor's present and future uses of the Taylor Creek Reservoir including, but not limited to, agricultural uses as more particularly described in Sections 6.2 and 6.3 of the Taylor Creek Reservoir Settlement Agreement and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the Grantor reserves the right to enter the leases and

licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing recreational fishing and boating uses, the Grantor's future use of the Taylor Creek Reservoir shall not substantially interfere with the Grantee's use of the Taylor Creek Reservoir as authorized under the Taylor Creek Reservoir Settlement Agreement.

d. The Easement shall not be fenced to preclude agricultural use by the Grantor, including cattle grazing and other customary agricultural uses.

e. The Grantor shall have the right to maintain fences or gates on the Easement for its agricultural cattle control and security purposes. Grantor shall have the right to maintain existing drainage ditches and structures. Any fences or gates installed on the easement property shall be maintained in good repair by the Grantor. All gates shall be kept locked.

f. None of the Grantee's employee or independent contractor shall use the Easement for hunting, fishing or recreational purposes.

g. The names of all the Grantee's employees and independent contractors authorized by the Grantee to enter the Easement shall be furnished in writing to the Grantor prior to entry upon the easement property and the Grantee shall require that all employees and contractors carry such reasonable identification as prescribed by the Grantor.

h. The Grantee shall comply with all reasonable requests of the Grantor to assist in securing the Easement against trespassers and poachers.

i. The Grantee shall not use airboats on the Taylor Creek Reservoir. Further, the Grantee's boating activity on the Taylor Creek Reservoir shall not interfere with the Grantor's use of the Taylor Creek Reservoir for recreational fishing.

2. TERM. The Easements shall expire and revert to the Grantor upon termination or expiration of the Taylor Creek Reservoir Settlement Agreement.

3. INDEMNIFICATION. The Grantee shall hold harmless, defend and indemnify the Grantor for any claims, demands, lawsuits, judgment and damages arising on or in

connection with the Grantee's use of the Easement as more particularly provided in Section 18 of the Taylor Creek Reservoir Settlement Agreement.

4. LITIGATION. In connection with any litigation arising under this Easement Agreement, the prevailing party shall be entitled to recover its expenses therefor, including reasonable attorneys fees and costs.

5. BINDING EFFECT. The provisions of this Easement Agreement shall apply to, bind and inure to the benefit of Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands seals.

GRANTOR

ATTEST:

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Title:_____

Date:_____

Address:_____

_____

_____

APPROVED AS TO FORM:

(SEAL)

Sign:_____

Print:_____

Title:_____

Date:_____

GRANTEE

ATTEST:

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Title:_____

Date:_____

Address:_____

_____

_____

APPROVED AS TO FORM:

(SEAL)

Sign:_____

Print:_____

Title:_____

Date:_____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Grantor, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____.

Sign: _____

Print: _____
Notary Public, My Commission Expires:

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Grantee, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____.

Sign: _____

Print: _____
Notary Public, My Commission Expires:

EXHIBIT V

ENVIRONMENTAL MITIGATION EASEMENT AGREEMENT

This Agreement is entered into this ___ day of _____, between _____ ("Grantor"), and the CITY OF COCOA, a municipal corporation of the State of Florida ("Grantee"), whose mailing address is P.O. Box 1750, Cocoa, Florida 32922.

WITNESSETH:

WHEREAS, Grantor is the owner of certain property in Orange County, Florida and Osceola County, Florida ("Restricted Property") more particularly described in Section 3.28 of the Taylor Creek Reservoir Settlement Agreement, a copy of which is attached hereto as Exhibit "A."

WHEREAS, Grantee desires to exercise its option under Section 12 of the Taylor Creek Reservoir Settlement Agreement to acquire a Mitigation Site in order to mitigate any adverse impact on wetlands or protected uplands of construction and/or operation activities associated with Grantee's withdrawal, storage, treatment and distribution of water from the Taylor Creek Reservoir.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns and all other persons claiming by, through or under Grantee, an exclusive mitigation easement ("Easement") over and across the Restricted Property.

The Easements are granted upon the following terms, conditions, covenants and agreements, all of which are agreed to by the Grantee by the execution of this Easement Agreement:

1. PURPOSE. The Easements are necessary in order to mitigate any adverse impact on wetlands or protected uplands of construction and/or operation activities associated with

Grantee's withdrawal, storage, treatment and distribution of water from the Taylor Creek Reservoir. The Easements may be used by Grantee and Grantee's agents, representatives, employees, licensees and invitees for the purposes as described herein.

2. DESCRIPTION OF EASEMENT. The Easement is an exclusive easement, which includes the right to enter upon that portion of the Restricted Property, as more specifically described in Exhibit "B" (Legal Description), to create wetlands on uplands, restore or enhance hydrologically affected wetlands or to preserve uplands or wetlands; to take quantitative measurements of vegetation, to sample water soil and vegetation, to construct, operate and maintain piezometers and other water level recorders, to photograph the area, to install stakes and flags, to tag vegetation; to retain land or water areas predominantly in their natural, scenic, open or wooded condition; to retain such areas as suitable habitat for fish, plants, or wildlife; to retain the structural integrity of sites or properties of historical or architectural, archeological, or cultural significance; to maintain existing land uses; or, to prohibit or limit any of the following:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

b. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

c. Removal or destruction of trees, shrubs, or other vegetation.

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

e. Surface use except for purposes that permit the land or water area to remain predominantly, in its natural condition.

f. Activities detrimental to drainage, flood control, water conservation, or fish and wildlife habitat preservation.

g. Acts or uses detrimental to such retention of land or water areas.

h. Acts or uses detrimental to the preservation of structural integrity or physical appearances of sites or properties of historical, architectural, archeological, or cultural significance.

3. ADDITIONAL PROVISIONS APPLICABLE TO THE EASEMENT. In addition to Section 2, the following provisions shall be applicable:

a. The Easement shall not be used for treatment of water or storage of equipment, personal property or materials above ground; provided however, the construction, operation and maintenance of piezometers and other water level recorders, the installation of flags and the tagging of vegetation shall not be considered the storage of equipment, personal property or materials.

b. The Grantee shall not use the Easement in a manner that creates a nuisance or an unsightly condition.

c. The Easement shall not be used in a manner that causes fish kills in the Taylor Creek Reservoir or otherwise interferes with Grantor's present and future uses of the Taylor Creek Reservoir including, but not limited to, agricultural uses as more particularly described in Sections 6.2 and 6.3 of the Taylor Creek Reservoir Settlement Agreement and recreational uses including recreational fishing and boating, including the unrestricted use of gasoline combustion engines, and the Grantor reserves the right to enter the leases and licenses of the Taylor Creek Reservoir for such purposes. Except for the foregoing recreational fishing and boating uses, the Grantor's future use of the Taylor Creek Reservoir shall not substantially interfere with the Grantee's use of the Taylor Creek Reservoir as authorized under the Taylor Creek Reservoir Settlement Agreement.

d. The Easement shall not be fenced to preclude agricultural use by the Grantor, including cattle grazing and other customary agricultural uses; unless those uses prove to be inconsistent with the Grantee's use of the easement property pursuant to Section 2 herein. In which case, the City may construct and maintain fencing only on the easement property

where necessary to minimize the interruption of grazing patterns and to provide livestock control.

e. The Grantor shall have the right to maintain fences or gates on the Easement for its agricultural cattle control and security purposes. Grantor shall have the right to maintain existing drainage ditches and structures. If the Grantor places a fence or fences across the Easement, it shall provide a gate and keys (or combination) adequate to allow ingress and egress to the Grantee.

f. Any fences or gates installed on the Easement by the Grantee shall be maintained in good repair by the Grantee. Any fences or gates installed on the easement property by the Grantor shall be maintained in good repair by the Grantor. All gates shall be kept locked.

g. None of the Grantee's employee or independent contractor shall use the Easement for hunting, fishing or recreational purposes.

h. The names of all the Grantee's employees and independent contractors authorized by the Grantee to enter the Easement shall be furnished in writing to the Grantor prior to entry upon the easement property and the Grantee shall require that all employees and contractors carry such reasonable identification as prescribed by the Grantor.

i. The Grantee shall comply with all reasonable requests of the Grantor to assist in securing the Easement against trespassers and poachers.

j. The Grantee's shall not use airboats on the Taylor Creek Reservoir. Further, the Grantee's boating activity on the Taylor Creek Reservoir shall not interfere with Grantor's use of the Taylor Creek Reservoir for recreational fishing.

4. TERM. The Easements are a perpetual, undivided interests in property.

5. ENTRY UPON LAND. The holder of the Easement may enter the easement property in a reasonable manner and at a reasonable time to assure compliance with the terms of this Agreement.

6. ASSIGNABILITY. The Grantee may assign the Easements to governmental bodies or agencies or to charitable organizations or trusts, whose purposes include the conservation of land or water areas or the preservation of sites or properties of historical, architectural, archeological or cultural significance without Grantor's consent.

7. COVENANTS RUNNING WITH THE LAND. The Easements shall run with the land and be binding on all subsequent owners of the servient estate. No Easement shall be unenforceable on account of lack of privity of contract or lack of benefit to particular land or on account of the benefit being assignable. The Easement may be released by the holder of the Easement to the holder of the fee.

8. RECORDATION. The Easement shall be recorded and indexed in the same manner as any other instrument affecting the title to real property.

9. INDEMNIFICATION. The Grantee shall hold harmless, defend and indemnify the Grantor for any claims, demands, lawsuits, judgment and damages arising on or in connection with the Grantee's use of the Easement as more particularly provided in Section 18 of the Taylor Creek Reservoir Settlement Agreement.

10. LITIGATION. In connection with any litigation arising under this Easement Agreement, the prevailing party shall be entitled to recover its expenses therefor, including reasonable attorneys fees and costs.

11. REMEDIES. The Easement Agreement may be enforced by injunction or proceeding in equity or at law.

12. BINDING EFFECT. The provisions of this Easement Agreement shall apply to, bind and inure to the benefit of Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands seals.

GRANTOR

ATTEST:

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Title:_____

Date:_____

Address:_____

_____

_____

APPROVED AS TO FORM:

(SEAL)

Sign:_____

Print:_____

Title:_____

Date:_____

GRANTEE

ATTEST:

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Title:_____

Date:_____

Address:_____

_____

_____

APPROVED AS TO FORM:

(SEAL)

Sign:_____

Print:_____

Title:_____

Date:_____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Grantor, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____.

Sign: _____

Print: _____
Notary Public, My Commission Expires:

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Grantee, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____.

Sign: _____

Print: _____
Notary Public, My Commission Expires:

AGREEMENT

THIS AGREEMENT, entered into this 24th day of March, 1982, between DESERET RANCHES OF FLORIDA, INC. ("Deseret"), party of the first part, and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District") and the GREATER ST. JOHNS RIVER BASIN ("the Basin"), parties of the second part.

WITNESSETH THAT:

WHEREAS, Deseret has filed suit against the District and the Basin in Case No. CI 80-26, Deseret Ranches of Florida, Inc. v. St. Johns River Water Management District and Greater St. Johns River Basin, Circuit Court, Osceola County, Florida; and

WHEREAS, Deseret and the District and the Basin desire to compromise and resolve their differences in the aforesaid suit in the manner and on the terms and conditions hereinafter recited.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Definitions. The following definitions are ascribed to the terms set forth below for all purposes of this Agreement.

(a) Blue Cypress Detention Area shall mean that area designated as such on attached Exhibit A.

(b) Corps of Engineers shall mean the United States Army Corps of Engineers.

(c) Elevation shall mean the elevation of a contour indicated above mean sea level datum (National Geodetic Vertical Datum).

(d) Flood Control District shall mean the Central and Southern Florida Flood Control District.

(e) Easements shall mean those certain flowage and storage easements, floodway easements, right of way easements and access road easements which were conveyed by Deseret Farms of Florida, Inc. (Deseret's predecessor) to the Central and Southern

EXHIBIT "W"

Florida Flood Control District, and thereafter conveyed by the Central & Southern Florida Flood Control District to the District, or portions of such easements as further delimited by context herein.

(f) Jane Green Detention Area shall mean that area so designated on Exhibit A attached hereto.

(g) Release shall mean conveyance by good and sufficient quitclaim deed, duly executed.

(h) Taylor Creek Reservoir shall mean the combined Taylor Creek Reservoir and Cox Creek Reservoir as shown on attached Exhibit A.

(i) Detention Area shall mean an area in which surface waters may temporarily be detained or permanently be impounded.

(j) The Suit shall mean the case of Deseret Ranches of Florida, Inc. v. St. Johns River Water Management District and the Greater St. Johns River Basin, Case No. CI 80-26, Circuit Court, Osceola County, Florida.

(k) Wolf Creek Floodway shall mean that portion of the Wolf Creek Floodway lying upland of the final standard project flood elevation as determined by the Plan, generally as shown on attached Exhibit B.

(l) Wolf Creek Detention Area shall mean the combined Wolf Creek Detention Area and Pennywash Creek Detention Area as shown on attached Exhibit A.

2. Effective Date. This Agreement shall become effective upon its acceptance by the Board of Directors of Deseret and by the Governing Board of the District and the Basin and upon proper execution by the parties hereto; provided, that the party which first accepts and executes this Agreement shall be released herefrom, and this Agreement shall be void and of no effect whatsoever, unless the Effective Date shall have occurred on or before April 2, 1982. If Paragraph 2 results in voidance of this

Agreement, the form of this Agreement and the testimony and negotiations leading up to this Agreement shall never be available for discovery or use in any manner in the Suit.

3. Release of Easements. Within sixty (60) days following the Effective Date hereof, the District shall release to Deseret those certain Flowage and Storage Easements now held by the District as follows:

(a) In Blue Cypress Detention Area - all Easements, including flowage and storage easements, right-of-way, access and floodway easements, and easements for Levee 72 and and Levee 72 Borrow Canal within such Detention Area.

(b) In Jane Green Detention Area - Flowage and Storage Easements above 47.5' elevation.

(c) In Wolf Creek Detention Area - Flowage and Storage Easements above 45.0' elevation, excepting an access road easement in Section 34, Township 26 South, Range 34 East.

3d → (d) In Taylor Creek Reservoir - Flowage and Storage Easements above 50.0' elevation.

Nothing in this Paragraph shall be construed as a release of Levee 73, Levee 73 Borrow Canal or Canals 57 and 58, which are governed by other provisions of this Agreement.

4. Easements Generally. All Flowage and Storage Easements, Floodway Easements, Right-of-Way Easements and Access Road Easements now held by the District, except for those released in paragraph 3 above, having been previously donated by Deseret to the Flood Control District, shall be retained by the District, subject to all conditions contained in the instruments by which such Easements were conveyed by Deseret to the Flood Control District, and further subject to the conditions as set forth hereinbelow.

5. Flowage and Storage Easements for Which Payment May Be Required. The District shall have the option to retain the Flowage and Storage Easements now held by it in the Wolf Creek

35-40' — $295/Acre
40-45' — 495/Acre

Detention Area above 35' elevation, up to and including 45' elevation, upon written notice and payment to Deseret on or before October 20, 1983, of an amount determined in the following manner: between 35' elevation and 40' elevation, payment shall be at the rate of $295 per acre; between 40' elevation and 45' elevation, payment shall be at the rate of $495 per acre. Such per acre value was reached through negotiations in which various other factors were taken into account, and such value shall not be binding on or prejudicial to either party in any proceeding in which land or easement value is an issue. Such per acre value has no validity as a "comparable sale". Payment may be made by check drawn on current funds of the District. The District shall calculate the acreage to be retained by it pursuant to this paragraph through the use of aerial photogrametry, or by such other methods acceptable to Deseret, and planimeter, and such calculations shall be transmitted to Deseret with the District's payment. Deseret shall be bound by such acreage calculations, unless it shall have conveyed written objection thereto to the District within thirty (30) days following its receipt of such calculations. Any Flowage and Storage Easements in the Wolf Creek Detention Area above 35' elevation for which payment is not made by the District and received by Deseret pursuant to the terms of this paragraph shall be released by the District to Deseret on or before November 20, 1983. As to Flowage and Storage Easements for which payment is made pursuant to the terms of this paragraph, the District shall have the right to require Deseret to repurchase all or part thereof upon the giving of written notice to Deseret received by Deseret on or before October 20, 1985. Within thirty (30) days following its receipt of such notice, Deseret shall pay to the District the amount which the District paid under this Paragraph for any easements subject to this call provision, together with simple interest on that amount calculated at the rate of 10% per annum, and upon

receipt of such payment, the District shall release to Deseret the easements described in its notification to Deseret. Any Flowage and Storage Easements acquired or retained by the District pursuant to the provisions of this paragraph shall be contiguous to the 35' elevation, and shall extend upland from that elevation to a single, continuous elevation throughout the extent of the Wolf Creek Detention Area as established by the Plan.

6. Conditions of the District's Retention of Certain Flowage and Storage Easements. The following Flowage and Storage Easements shall be subject to release by the District to Deseret on the condition subsequent which follows:

(a) Jane Green Detention Area from 45.0' elevation to 47.5' elevation.

(b) Wolf Creek Detention Area from the western boundary of Levee 73 Borrow Canal to 35' elevation.

(c) Wolf Creek Detention Area from 35' elevation to 45' elevation.

(d) Taylor Creek Reservoir from 47.5' elevation to 50.0' elevation.

Nothing herein shall be construed to be a release of Levee 73, Levee 73 Borrow Canal or of Canals 57 and 58 which are governed by other provisions of this Agreement.

The aforesaid Flowage and Storage Easements shall be released by the District to Deseret to the extent that a water management plan for the Upper St. Johns Basin ("the Plan"), which includes such easements as an element of such Plan, has not been adopted by October 20, 1987. Such easements or portions thereof shall constitute an element of the Plan if there is the operational capability for artificial detention of waters to the outer limit of the contour line of the easements retained in the detention area and there is the capability by artificial means to preclude waters from going beyond the highest contour line of the

easements retained. The term "adopted" shall mean a Plan as to which the State A-95 review process shall have been successfully completed and all state and federal approvals necessary for final adoption of the Plan shall have been received and such Plan shall have been finally and formally approved and adopted by the Governing Board of the District and the Basin, and such Plan shall have been finally and formally approved by the Corps of Engineers; provided, that approval by the Corps of Engineers shall not be required if the Army Corps of Engineers shall have made a formal determination to withdraw from further consideration of the Upper St. Johns Basin Project, or if the District shall formally have determined to proceed with the Plan without federal participation. Provided, that the date of October 20, 1987 shall be tolled and extended by the period of time from the filing of any adverse administrative proceeding or of any court suit initiated by any party other than the District or Basin to contest the Plan proposed by the District or Basin, until the entry of final judgment and the conclusion of any appellate review as to such final judgment. If a Plan has not been adopted as herein defined by October 20, 1987, and an extension, if any, as provided herein, the easements referred to in this paragraph shall be released to Deseret by the District within thirty (30) days. (The term A-95 Review Process as referred to herein shall mean the existing or future requirements of Circular A-95 of the United States or if Circular A-95 should be rescinded, that process which is substituted by the United States in lieu thereof.) In the event such easements are released to Deseret pursuant to the provisions of this paragraph, for which payment was made to Deseret pursuant to the provisions of 5 above, Deseret shall reimburse the District the amount paid by the District for any such easements, together with simple interest at the rate of 10% per annum from the date of such payment by the District to the day of release to Deseret. Any

easements retained by the District pursuant to the provisions of this paragraph shall be contiguous to a single, continuous elevation within the Reservoir or Detention Area affected.

7. Provisions as to Levee 73, Levee 73 Borrow Canal, Canal 57 and Canal 58 in Wolf Creek Detention Area and Jane Green Detention Area.

(a) Provisions as to Levee 73, Levee 73 Borrow Canal and Canal 57 in the Wolf Creek Detention Area. In the event the entire Wolf Creek Detention Area is released to Deseret under the provisions of either paragraph 5 or paragraph 6 above, the District shall release to Deseret within the time frames provided by Paragraphs 5 and 6 (whichever is or are applicable) Levee 73 and Levee 73 Borrow Canal from the northerly edge of the Jane Green Detention Area as finally determined under Paragraphs 3 and 6 herein, in the vicinity of State Road 192, and extending generally northerly to a point at State Road 532 at the north line of Section 32 in Range 34 East, Township 25 South, approximately as shown on Exhibit A and including Canal 57 within the same reach, subject only to written concurrence by the Corps of Engineers.

In the event provision is made in the adopted Plan for all or a portion of the Wolf Creek Detention Area, the District agrees in good faith to release to Deseret forthwith after adoption of the Plan any portion of Levee 73, Levee 73 Borrow Canal and Canal 57 which is not required in the Plan, subject only to written concurrence by the Corps of Engineers.

(b) Provisions as to Levee 73, Levee 73 Borrow Canal and Canal 58 in the Jane Green Detention Area. Those portions of Levee 73, Levee 73 Borrow Canal and Canal 58 which lie south of the point in Section 11, Township 29 South, Range 34 East, where elevation 47 5' intersects the Levee 73 Easement prior to construction of the existing berm in Levee 73, and extending to the southerly terminus of the easements now held by the District

for Levee 73, Levee 73 Borrow Canal and Canal 58 shall be released to Deseret, upon written concurrence of the Corps of Engineers, no later than the date of adoption of the Plan for water management as provided in Paragraph 6.

Those portions of Levee 73, Levee 73 Borrow Canal and Canal 58 lying between elevations 45' and 47.5' contour line in the southerly portion of the Jane Green Detention area, and any portions thereof, shall be released to the corresponding elevation of flowage and storage easements released in accordance with the provisions of Paragraph 6, and simultaneously with any release under Paragraph 6, upon written concurrence of the Corps of Engineers.

Release of those remaining portions of Levee 73, Levee 73 Borrow Canal and Canal 58 shall be governed by the provisions of Paragraph 14 below.

In the events stated in paragraphs 7(a) and 7(b) above, the District hereby covenants to use its best efforts expeditiously to obtain concurrence by the Corps of Engineers to such release. For purposes of this paragraph only, the terms "Levee and Canal" shall include any interest of the District, including fee simple interests, lying across or within the extent of such Levee or Canal and shall include the access road.

8. Provision as to Wolf Creek Floodway. In the event the entire Wolf Creek portion of the Wolf Creek Detention Area is released to Deseret under the provisions of either paragraph 5 or paragraph 6 above, the District shall release to Deseret the Wolf Creek Floodway (which, as defined, does not include any portion of the St. Johns River Floodplain lying east of the standard project flood elevation as shown on Exhibit B up to the 20' contour), upon receipt of a document executed by Deseret in recordable and satisfactory legal form, in the nature of a covenant not to disturb the natural vegetation within that portion of the Wolf Creek Floodway which constitutes "wetlands"

as is presently defined in Chapter 17-3 of the Administrative Code of the Department of Environmental Regulation of the State of Florida and as is shown on Exhibit B. Such covenant shall provide that Deseret may continue its use of such wetlands, including but not limited to grazing and fencing its property therein, but shall not timber or make like removal of vegetation.

9. Provision as to Taylor Creek Reservoir. The District covenants with Deseret that the District shall in perpetuity maintain the Taylor Creek Reservoir as a permanent impoundment, subject to the District's reserved right to regulate water levels above the existing sill, except that temporary periodic drawdowns may be made for water quality or other environmental reasons. Deseret is authorized to use waters from the Taylor Creek Reservoir in a manner not inconsistent with the water management use of the District, including but not limited to irrigation subject to the permitting requirements of the District, fishing and watering of livestock in the uplands west of the Levee. So long as Taylor Creek Reservoir is maintained as a permanent impoundment, the District may continue its use of the access road it presently uses from State Road 532 to the Taylor Creek Reservoir Levee. In the event Taylor Creek Reservoir and that portion of the Levee 73 forming its eastern boundary cease to be maintained as a permanent reservoir by the District and Basin, then the easements and fee simple interests conveyed by Deseret to the Flood Control District and thereafter conveyed by the Flood Control District to the District, including the Flowage and Storage Easements for Taylor Creek Reservoir, the Taylor Creek Floodway, the access road, the easement for Levee 73 north of State Road 532, the Levee 73 Borrow Canal and any fee simple interests for structures along such portion of Levee 73, shall be released to Deseret without payment of consideration by Deseret, provided that the Corps of Engineers must give written concurrence to release of Levee 73, release of Levee 73 Borrow

Canal and release of fee simple interests.

This paragraph shall not be operative in case of extreme drought, or in case of draw down due to failure of a structure or levee; provided that the District shall be responsible to promptly repair any such failed structure or levee to reactivate the reservoir as a permanent impoundment.

10. Provision As to Additional Structures. The District hereby covenants with Deseret that the District will not construct, permit to be constructed or cause to be constructed any structures or canals within the areas of the flowage and storage easements to be retained by the District. The District reserves the right to build structures within the Levee and Canal rights-of-way and floodway easements it retains as are required for implementation of a water management plan; provided, however, that if such construction of additional structures interferes with Deseret's present access to its property, adequate additional access shall be provided at the District's sole cost.

11. Elevations Established. For purposes of establishing the various elevations referred to in this Agreement, the parties shall utilize the most recent revisions of the United States Geological Survey Standard 7-1/2 Minute Quadrangle Sheets extant as of the date of this Agreement.

12. Legal Descriptions. In all instruments of release called for hereunder, the District shall utilize the form of legal descriptions utilized when the underlying areas were conveyed by Deseret to the Flood Control District.

13. Expression of Intent. The parties intend by this Agreement that:

(a) The lands to be released to Deseret pursuant to the terms of paragraph 3 hereof shall not be subject to any contractual right of repurchase by the District, and that Deseret shall have the full use thereof as the fee simple owner subject to all statutory and administrative rules and regulations

including regulations of the District, applicable to landowners generally.

(b) The District now holds fee simple interests in St. Johns River Valley land which were conveyed by Deseret to the Flood Control District, and by the Flood Control District to the District. It is the intent of the parties that all such valley lands shall be retained by the District free and clear of any restrictions except as provided by law.

(c) The parties believe that all interests in land conveyed by Deseret to the Flood Control District, and thereafter conveyed by the Flood Control District to the District have been mentioned and provided for hereinabove. Should it be determined hereafter that any such interests have been overlooked, the parties agree to make disposition thereof in keeping with the intent of this Agreement.

(d) If all easements and fee simple interests in an upland detention area shown on Exhibit A are released to Deseret, then any road across Deseret's land for access to such released easements or fee simple interests shall also be released to Deseret.

14. Additional Provisions as to Jane Green Detention Area. The Jane Green Detention Area from Levee 73 west to 45.0' elevation shall be retained by the District in accordance with the terms of paragraph 13 above. With respect to this portion of the Jane Green Detention Area, the District and Basin make this further covenant with Deseret: If, by October 20, 1992 as extended pursuant to the provisions of Paragraph 6 for determination of administrative and judicial proceedings, the District and the Basin have not adopted a project plan, as defined in paragraph 6 above, the District shall release to Deseret all easements and fee simple interests conveyed by Deseret, including easements for Levee 73, for Levee 73 Borrow Canal and for Canal 58, within the Jane Green Detention Area,

without payment of compensation from Deseret; provided that written concurrence of the Corps of Engineers shall be obtained as to release of Levee 73 and Levee 73 Borrow Canal and Canal 58 and any fee simple interests.

15. Cost of Release or Conveyance. Documentary stamps and recording fees required in connection with any conveyance to be made under the terms of this Agreement shall be paid by the Grantor in the instrument of conveyance.

16. Attorneys' Fees. In the event either party brings an action against the other for breach or default of any of the terms and conditions of this Agreement, or for declaration of rights, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees in the suit, including appeals, if any, in addition to all other remedies to which it may be entitled by law.

17. District's Covenant Against Alienation or Encumbrance. The District hereby represents to Deseret that it has not alienated to any other person or party, or encumbered in any respect any of the easements and fee simple interests conveyed by Deseret to the Flood Control District and conveyed by the Flood Control District to the District. The District further covenants and agrees with Deseret that the District will not encumber, alienate, sell, release, lease, donate, lend or otherwise transfer to any person or entity, except to Deseret, any easement or fee simple interest conveyed by Deseret to the Flood Control District lying in the uplands west of the east line of Levee 73 or lying in floodway easements; provided that this paragraph shall not prohibit transfer by the District of such easements or fee simple interests to the agency which is a successor to the District and which successor agency uses the easements and fee simple lands for the purposes described herein.

The District, and any successor to the District, shall use the easements, and any fee simple interests lying west of the

eastern edge of Levee 73, conveyed by Deseret solely for the purpose of water management and such use shall at all times exclude public use.

Deseret reserves the right to use all flowage and storage easements and floodway easements as to which it holds the underlying fee for any purposes not inconsistent with the District's use thereof for water management purposes. In addition, at any time following the Effective Date, Deseret may remove fences heretofore erected by the District along Levee 73 and Levee 73 Borrow Canal between Point W and Point X and between Point Y and Point Z, which points are designated on Exhibit A; provided, that Deseret shall use reasonable precautions to prevent damage to the District's equipment within such areas and to prevent erosion to the existing berm and canal banks within such areas by reason of the movements of Deseret's cattle thereon; and further provided that Deseret shall be responsible to repair and restore any erosion or compaction caused by its cattle within such areas in accordance with standards established by the Corps of Engineers, which responsibility shall continue with respect to the period of Deseret's use until such time as such easements are released to Deseret. Deseret shall give the District three days prior notice of its intent to remove any such fences, and District personnel shall have the right to salvage any fencing materials removed by Deseret.

18. Fee Simple Interests in Canal Right-of-Way. A possibility exists that the Corps of Engineers will require the District to own in fee simple the sites of existing or additional structures which constitute part of an approved Plan, within the limits of the existing Levee 73, Levee 73 Borrow Canal or Canal 56. In that event, Deseret hereby covenants and agrees that it will, promptly upon request, convey to the District in fee simple any such sites without further consideration; provided that Deseret shall be obligated hereby to convey no more than 10 total

sites of no more than 5 acres per site to the District, which shall include any additional sites for existing structures. Deseret shall not be required to make such conveyances prior to adoption of the Plan as defined in paragraph 6 above. If construction of such additional structures or enlarged structures interferes with Deseret's present access to its property, adequate additional access shall be provided at the District's sole cost. Any fee simple interest conveyed to the District by Deseret pursuant to this paragraph shall exclude public use of the lands conveyed.

19. Agreement to Run with the Land. The parties intend, and hereby agree that this Agreement, and all of its provisions, shall constitute covenants running with the land affected thereby, and shall be fully binding upon any person who shall succeed to the interests of the parties therein.

20. Dismissal of Suit and Release of South Florida Water Management District. Within ten (10) days following the Effective Date of this Agreement, the parties agree to execute and file a joint dismissal, with prejudice, of the Suit and all of their claims each against the other arising out of the subject matter of such Suit. In addition, if requested by the South Florida Water Management, Deseret and the District and Basin will execute a stipulation or agreement sufficient to release the South Florida Water Management District of and from any liability with respect to the subject matter of the claims asserted by the parties in the Suit on condition that the South Florida Water Management District release Deseret and the District and Basin from any claims as to the subject of the Suit which it may have against Deseret or the District or the Basin.

21. Agreement as to Other Litigation. Deseret also has initiated against the second parties Case No. 79-574 in the Circuit Court of Osceola County, Florida. Certain issues raised in that case are pending in the Circuit Court; other issues are

pending in the Supreme Court of Florida. Deseret commenced the action in the Circuit Cour as a class representative; however, notice of the pendency of the action has not been published, and members of the class may not, therefore, be bound by any proceedings to date. Deseret agrees that it will, to the extent it determines, in its sole judgment, is proper, apply to the Circuit Court to terminate all proceedings in the case herein identified, without prejudice to the class members, each party to bear its own costs; except, that Deseret and the District will continue to vigorously pursue Cases No. 61,474 and 61,501 now pending in the Supreme Court of Florida. Prior to such termination, the parties will obtain the stipulation of the Department of Revenue to termination of such litigation in accordance with the provisions of this Paragraph as to costs and attorney's fees.

22. Power of Eminent Domain Not Waived. Notwithstanding any other provision herein contained, Deseret acknowledges and agrees that the District has not waived or purported to waive its powers of eminent domain with respect to any lands or interest in land owned by Deseret, including those interests in land which are or may be released to Deseret pursuant to the terms hereof; provided, that this recital shall not preclude Deseret from challenging the right or authority of the District to condemn lands now or hereafter owned by Deseret or from using this Agreement for any purpose other than to challenge the power of the District under law to condemn lands or interests in lands now or hereafter owned by Deseret. Any reference to price paid for easements herein shall not be admissible as evidence in any eminent domain proceeding.

23. Easement ~~for Tie~~back Levee. In the event a tieback levee is needed by the District as part of an adopted Plan at the southern end of the Jane Green Detention Area, Deseret agrees to provide without payment an easement of the same size, shape, and

of no greater length than, although it may be shorter than, the S-162 tieback levee shown on Exhibit A which was returned to Deseret under Paragraph 3(a) above. Such tieback levee shall begin at a point which is mutually agreeable to the parties on Levee 73 at the southern end of the Jane Green Detention Area and shall extend westerly. The District shall make reasonable provision for Deseret's access to its property across the tieback levee.

24. License for Use of Roads. The District is given a license to continue the nature and extent of its use of the existing roads of Deseret which lie between a public road and the levee or canal and which roads are specifically shown on Exhibit A at Points 1-6 and P, T, and C. Use of such roads by the District under this license shall be in a manner consistent with Deseret's use of its property. The license to use a road granted under this Paragraph shall be revoked in the event the portion of the levee or canal to which such road connects is released to Deseret in accordance with the provisions of this Agreement.

25. No Grant of Land by Exhibits. The lands described herein are those conveyed by Deseret to the Flood Control District which were not reconveyed to Deseret and which were thereafter conveyed by the Flood Control District to the District as of the date of this Agreement. Nothing depicted on Exhibits A or B attached hereto shall be construed as a grant by Deseret of additional lands to the District.

26. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect hereto, and each acknowledges and agrees that it has no expectation, and has relied upon no representation except as expressly recited herein.

27. Florida Law. The law of the State of Florida shall apply to this Agreement and its provisions.

28. Assignment by Deseret. This Agreement may be assigned by Deseret and shall inure to the benefit of and be

binding upon the heirs, successors and assigns of Deseret.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the day and year first above written, by its undersigned officers, and each represents to the other that the persons executing this Agreement on its behalf have been duly authorized to do so in accordance with all requirements of law.

DESERET RANCHES OF FLORIDA, INC.

By: _____
Its President

ATTEST:

_____
Secretary

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____
Its _____

ATTEST:

_____
Secretary

GREATER ST. JOHNS RIVER BASIN

By: _____
Its _____

ATTEST:

_____
Secretary

STATE OF FLORIDA)

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____ well known to me to be the _____ and _____ respectively, of DESERET RANCHES OF FLORIDA, INC., a corporation, and that they several acknowledged executing the Agreement under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State

last aforesaid this 24th day of March, 1982.

Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 10, 1985

STATE OF FLORIDA)

COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer authorized in the State and County aforesaid to take acknowledgments, personally appeared FRANCES S. PIGEON and E.D. VERGARA, well known to me to be the GOVERNING BOARD CHAIRMAN and ASSISTANT SECRETARY, respectively, of ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, and that they severally acknowledged executing the Agreement under authority duly vested in them and with the full authorization of the St. Johns River Water Management District.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of ~~March~~ APRIL, 1982.

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 2 1984
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)

COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this date, before me, an officer authorized in the State and County aforesaid to take acknowledgments, personally appeared FRANCES S. PIGEON and E.D. VERGARA, well known to me to be the GOVERNING BOARD CHAIRMAN and ASSISTANT SECRETARY, respectively, of GREATER ST. JOHNS RIVER BASIN, and that they severally acknowledged executing the Agreement under authority duly vested in them and with the full authorization of the Greater St. Johns River Basin.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of ~~March~~ APRIL, 1982.

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 2 1984
BONDED THRU GENERAL INS. UNDERWRITERS

This instrument prepared by:

Egerton K. van den Berg, Esq.
P. O. Box 793
Orlando, FL 32802

Exhibits "A" and "B" to
Settlement Agreement

EXHIBIT X

STATE OF FLORIDA
FIRST DISTRICT COURT OF APPEAL

CITY OF COCOA, FLORIDA, a municipal corporation of the State of Florida, Appellant, vs. EAST CENTRAL FLORIDA SERVICES, INC., et al., Appellees.	)	CASE NO. 92-01165

CITY OF COCOA'S NOTICE OF VOLUNTARY DISMISSAL

Pursuant to Florida Rule of Appellate Procedure 9.350(b), Appellant, City of Cocoa hereby voluntarily dismisses with prejudice its appeal in this matter.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to F. Marshall Deterding, Esquire, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301; Clifton A. McClelland, Esquire and Patrick Healy, Esquire, Post Office Box 2523, Melbourne, Florida 32902-2523; Suzanne Brownless, Esquire, Post Office Box 6507, Tallahassee, Florida 32314-6507; Neal D. Bowen, Esquire, 17 South Vernon Avenue, Room 117, Kissimmee, Florida, 34741; and William E. Wyrough, Jr., Esquire, 101 East Gaines Street, Tallahassee, Florida 32399-0863; on this ___ day of _____, 1993.

de la PARTE & GILBERT, P.A.

Edward P. de la Parte, Jr.
Florida Bar No. 236950
David M. Caldevilla
Florida Bar No. 654248
One Tampa City Center
Suite 2300
Tampa, Florida 33672
Telephone No. (813) 229-2775

Attorneys for City of Cocoa

cc: PSC Clerk

EXHIBIT Y

MEMORANDUM OF AGREEMENT

The following parties have entered into a certain unrecorded Taylor Creek Reservoir Settlement Agreement between the CITY OF COCOA, a municipal corporation of the State of Florida, having its principal address at P.O. Box 1750, Cocoa, Florida 32922, and CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole authorized to do business in the State of Florida, having its principal place of business at 13754 Deseret Lane, St. Cloud, Florida 34773, as to certain use restrictions and contractual rights that touch and concern real property located in Orange County, Florida and Osceola County, Florida, the approximate boundaries of which are shown on the map attached hereto as Exhibit "A."

CITY OF COCOA, FLORIDA

ATTEST:

Sign:_____ Sign:_____

Print:_____ Print:_____

Date:_____ Title:_____

Date:_____

Sign:_____ Address:_____

Print:_____ _____

Date:_____ _____

APPROVED AS TO FORM: (SEAL)

Sign:_____

Print:_____

Title:_____

Date:_____

CORPORATION OF THE
PRESIDENT OF THE CHURCH
OF JESUS CHRIST OF LATTER
DAY SAINTS

ATTEST:

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Title:_____

Date:_____

Address:_____

_____

_____

(SEAL)

APPROVED AS TO FORM:

Sign:_____

Print:_____

Title:_____

Date:_____

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of Cocoa, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 1993.

Sign: _____

Print: _____
Notary Public, My Commission Expires:

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 1993.

Sign: _____

Print: _____
Notary Public, My Commission Expires:

EXHIBIT Z

ASSIGNMENT OF CONTRACT RIGHTS TO AFFILIATED ENTITIES

This Agreement is entered into this ___ day of _____, by an between CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole authorized to do business in the State of Florida ("Assignor"), having its principal place of business at 13754 Deseret Lane, St. Cloud, Florida 34773, and _____, an entity owned, controlled or affiliated with Assignor ("Assignee"), whose mailing address is _____

_____.

1. GENERAL. In exchange for value received, Assignor assigns, transfers and delivers to Assignee its rights under the Taylor Creek Reservoir Settlement Agreement, a copy of which is attached hereto as Exhibit "A," as specifically described in Sections 2 and 3 of this Agreement.

2. RIGHTS OF ASSIGNEE. Assignor agrees that the following specific rights pass to Assignee by virtue of this Agreement:

[List Specific Contract Rights Assigned to Assignee]

3. RIGHTS RESERVED BY ASSIGNOR. It is expressly agreed that the following specific rights are reserved and excluded from this assignment and do not pass to the Assignee by virtue of this Agreement:

[List Specific Contract Rights Excluded From Assignment to Assignee]

4. COVENANTS OF ASSIGNEE. Assignee covenants:

a. It shall be bound by any of the Assignor's contractual obligations under the Taylor Creek Reservoir Settlement Agreement corresponding to the contract right assigned to the Assignee under this Agreement.

b. If it is assigned the Assignor's Vested or Permitted Allocation or any portion thereof pursuant to Section 4.7 of the Taylor Creek Reservoir Settlement Agreement, it shall be bound by the Assignor's contractual obligations under Sections 4 and 5 of the Taylor Creek Reservoir Settlement Agreement.

[List Any Other Covenant of the Assignee]

5. THIRD PARTY BENEFICIARIES. The Assignor and Assignee agree the City of Cocoa, Florida shall be a third party beneficiary of this Agreement and the rights, obligations, representations, covenants and warranties of the Assignor and Assignee pursuant to this Agreement. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any other person not expressly named as a party in this Agreement.

6. LITIGATION. In connection with any litigation arising under this Agreement, the prevailing party shall be entitled to recover its expenses therefor, including reasonable attorneys fees and costs.

7. REMEDIES. The Agreement may be enforced by injunction or proceeding in equity or at law.

8. BINDING EFFECT. The provisions of this Agreement shall apply to, bind and inure to the benefit of the Assignor, Assignee or the City of Cocoa, Florida, and their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have hereunto set their hands seals.

ASSIGNOR

ATTEST:

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Title:_____

Date:_____

Sign:_____

Print:_____

Date:_____

Address:_____

_____

_____

APPROVED AS TO FORM:

(SEAL)

Sign:_____

Print:_____

Title:_____

Date:_____

ASSIGNOR

ATTEST:

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Date:_____

Sign:_____

Print:_____

Title:_____

Date:_____

Address:_____

_____

_____

APPROVED AS TO FORM:

(SEAL)

Sign:_____

Print:_____

Title:_____

Date:_____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Assignor, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____.

Sign: _____

Print: _____
Notary Public, My Commission Expires:

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Assignee, and he(she) acknowledged before me that he(she) executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____.

Sign: _____

Print: _____
Notary Public, My Commission Expires:

FIRST AMENDMENT TO

TAYLOR CREEK RESERVOIR SETTLEMENT AGREEMENT DATED JUNE 23, 1993

The CITY OF COCOA, FLORIDA, a municipal corporation of the State of Florida (the City or Cocoa), FARMLAND RESERVE, INC., a Utah non-profit corporation (FRI), as successor in interest to the CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS (COP), and EAST CENTRAL FLORIDA SERVICES, INC. (ECFS), a Florida corporation, enter into this First Amendment to the Taylor Creek Reservoir Settlement Agreement dated June 22, 1993 ("this Amendment") as of _____, 2017 ("Effective Date") to modify the terms and conditions of the Agreement as follows.

1. INTENT AND PURPOSE.

1.1 Amendment to "Whereas" Section. The "Whereas" portion of the Agreement is amended to add the information and statements contained in this section 1.

1.2 FRI Owner of Real Property. FRI is the owner of real property previously owned by COP and, for the purposes of this Amendment, is the successor-in-interest of COP regarding the Taylor Creek Reservoir, the real property adjacent thereto, and the Restricted Property identified in the Agreement.

1.3 TCR as Regional Water Supply Project. Subsequent to the date of the Agreement, TCR has been studied as a potential regional alternative water supply source by the SJRWMD and a coalition of utilities consisting of Orlando Utilities Commission (OUC), Orange County Utilities, Tohopekaliga Water Authority (TWA), the City, and ECFS (the City of Titusville also participated in the study but chose not to pursue the TCR as a water supply project). This study culminated in two reports entitled "St. Johns River/Taylor Creek Reservoir Water Supply Project-Preliminary Design Report" dated December 22, 2009 and "St. Johns River/Taylor Creek Reservoir Water Supply Project Environmental Information Document" dated September 2009. After the development of these reports, the City and FRI, along with OUC, Orange County Utilities, TWA and ECFS entered into the TCR/SJR Project Agreements to develop a regional alternative water supply project described in those agreements as the TCR/SJR Project. The City's and FRI's participation in the agreements involving the TCR/SJR Project will affect each party's rights under the Agreement. The parties are entering into this Amendment to reflect the effects of those TCR/SJR Project Agreements and to reflect other changes since the effective date of the Agreement. The parties intend for this Amendment to be consistent with the parties' rights and duties under those TCR/SJR Project Agreements.

1.4 The City's Development of Taylor Creek Reservoir and Continued Use for Public Water Supply. Pursuant to the Agreement, the City developed facilities to withdraw its current 12 MGD Vested Allocation of Water from TCR (as provided in section 4.3 of the Agreement) to supply water to its customers, and said facilities are sized to be expanded up to 24 MGD. The City has also obtained consumptive use permit number 50245 (formerly number 2-095-0005-28039) from the St. Johns River Water Management District (SJRWMD) to withdraw 8.83 million gallons per day (MGD) [3.223 billion gallons per year] of water from the Taylor Creek Reservoir (TCR). As such, the City has currently developed a Permitted Allocation of Water of 8.83 MGD [3.223 billion gallons per year] which the City treats and sells to its customers. Therefore, FRI and the City recognize the need to maintain the TCR over the long term for the City's public water supply purposes. Additionally, the water supply study referenced in paragraph 1.3 above recognizes Cocoa's continuing use of the TCR as a public water supply source.

1.5 Continued Use of TCR for Agricultural Water Supply. Prior to and during the term of the Agreement, FRI has used TCR for agricultural irrigation purposes for the benefit of FRI (or FRI's predecessors in interest) which owns all the land beneath and surrounding TCR. Additionally, the water supply study referenced in paragraph 1.3 above recognizes the continuing use of TCR as an agricultural water supply source. As such, FRI and the City recognize the need to maintain TCR over the long term to supply water for agricultural uses.

1.6 **ECFS Succeeding to COP's and FRI's Permitted and Vested Allocation Rights and Duties.** After the effective date of the Agreement or as part of this Amendment, COP and FRI have assigned to ECFS all rights and obligations of COP or FRI under the Agreement or this Amendment as to COP's and FRI's Permitted and Vested Allocations of Water. ECFS joins the Agreement and this Amendment to reflect this assignment. As used in the Agreement or in this Amendment, any reference to COP's or FRI's Vested Allocations of Water or Permitted Allocations of Water shall be read to also mean ECFS' Vested Allocations of Water or Permitted Allocations of Water.

2. **DEFINITIONS**. The definitions from the Agreement will apply to this Amendment unless specifically indicated otherwise. In addition, the following definitions are added:

2.1 "Agreement" means the Taylor Creek Reservoir Settlement Agreement dated June 22, 1993, between the City of Cocoa and the Corporation of the President of the Church of Latter Day Saints.

2.2 "District" or "SJRWMD" means the St. Johns River Water Management District or its successor entity.

2.3 "ECFS" or "ECFSI" means East Central Florida Services, Inc., a company affiliated with COP and FRI.

2.4 "Flowage Easement Litigation Settlement Agreement" means that contract between FRI and SJRWMD settling the ongoing litigation between these two parties regarding the TCR, a copy of which is attached to the GIA as Exhibit B.

2.5 "General Implementation Agreement" or "GIA" means the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into among the City, FRI, ECFS, Orange County, OUC, and the TWA.

2.6 "TCR/SJR Project Easement in Trust" means the Drainage, Flowage and Storage Easement Agreement for Public Water Supply, at copy of which is attached to the GIA as Exhibit D.

2.7 "TCR/SJR Project Easement in Trust Agreement" means the trust agreement among FRI, ECFS, Orange County, the City, OUC and TWA regarding the TCR/SJR Project Easement in Trust a copy of which is attached to the GIA as Exhibit E.

2.8 "TCR/SJR Project Transmission Line Agreement" means that contract governing the routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the TCR/SJR Finished Water Transmission Line(s) and TCR/SJR Raw Water Transmission Line(s), a copy of which is attached as Exhibit G to the GIA.

2.9 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR for public water supply and agricultural purposes as more specifically stated in the GIA.

2.10 "TCR/SJR Project Agreements" means the GIA, the Agreement, this Amendment, the TCR/SJR Project Easement in Trust, TCR/SJR Project Easement in Trust Agreement, the TCR/SJR Project Transmission Line Agreement, the Wholesale Water Supply Contract, and the TCR/SJR Project Permitting Agreement.

2.11 "TCR/SJR Project Failure" means the same as defined in the GIA.

2.12 "TCR/SJR Project Permitting Agreement" means that certain agreement entered among FRI, ECFS, Cocoa, OUC, Orange County and TWA, a copy of which is attached to the GIA as Exhibit F.

2.13 "Per Acre Amount" means $200 per acre of land on the Effective Date and as increased over time for each year after the Effective Date in direct proportion to annual increases reflected in the Gross Domestic Product Implicit Price Deflator Index (GDPIPD) prepared by the U.S. Department of Commerce; provided that the maximum per annum escalation shall not exceed four (4%) percent. If at any time the GDPIPD no longer becomes available, the Per Acre Amount shall then be adjusted annually by a successor index, if available, or if not available then by another index that most closely approximates the GDPIPD.

2.14 "Wholesale Water Supply Contract" means that certain agreement entered among FRI, ECFS, Cocoa, OUC, Orange County and TWA, a copy of which is attached to the GIA as Exhibit H.

3. OPERATING ELEVATION OF TCR.

3.1 **Section 5.3 of Agreement Superseded**. Section 5.3 of the Agreement is superseded and no longer in effect. The process for changing the regulation schedule or operating elevation of TCR is governed by this Amendment.

3.2 **Requesting Changes in TCR Operating Schedule Prior to TCR/SJR Project Implementation or alternatively, TCR/SJR Project Failure.** Except as part of implementing the TCR/SJR Project Agreements, FRI and the City agree to not request any Appropriate Regulatory Agency or the USACOE to change the TCR regulation or operating schedule before either (a) the date the City begins selling water from the public water supply portion of the TCR/SJR Project, or (b) the date a TCR/SJR Project Failure occurs, whichever occurs earlier.

3.3 **Requesting Changes in TCR Operating Schedule for TCR/SJR Project.** If the TCR/SJR Project is implemented and on-going and one or more changes to the TCR regulation or operating schedule are needed or requested as part of the TCR/SJR Project, the City and FRI agree to follow the process for the same set forth in the TCR/SJR Project Agreements and that process shall supersede any process in the Agreement or this Amendment for seeking changes to the regulation or operating schedule. Additionally, if the TCR/SJR Project is implemented and on-going, the City and FRI agree not to request any changes in the TCR operating schedule outside of the process provided in the TCR/SJR Project Agreements.

3.4 Requesting Changes in the TCR Operating Schedule after a TCR/SJR Project Failure. If a TCR/SJR Project Failure or termination of the TCR/SJR Project Agreements occurs, neither FRI nor the City shall interfere with any actions by the other party to change the TCR operating schedule or operating elevation up to a high elevation of 46 feet NGVD or a low elevation of 36 feet NGVD. However, FRI and the City shall coordinate any proposed changes in the TCR operating schedule so as not to interfere with the City's 12 MGD Vested Allocation and any portion of the City's Vested Allocation which has become a Permitted Allocation at that time, and so as not to interfere with FRI's 2.25 MGD Vested Allocation or any portion of that Vested Allocation which has become a Permitted Allocation at that time and to accommodate and enable, to the maximum extent possible, FRI's increased 5.75 MGD Additional Vested Allocation and any portion of that Additional Vested Allocation which has become an Additional Permitted Allocation. The City and FRI shall cooperate to incorporate the proposed change into the written operating schedule or management plan for TCR withdrawals as set forth in subsection 4.6 below. If a TCR/SJR Project Failure occurs, and substitute parties are found to take over the TCR/SJR Project as provided for in the TCR/SJR Project Land Trust Agreement, TCR/SJR Easement in Trust and the GIA, then any subsequent changes to the TCR regulation or operating schedule shall be pursuant to the TCR/SJR Project Agreements.

3.5 Increasing TCR Operating Schedule beyond 46 Feet NGVD. If a TCR/SJR Project Failure occurs or the TCR/SJR Project Agreements are terminated and the Appropriate Regulatory Agency or the USACOE constructs modifications to the L-73 and accompanying works that allow the USACOE to set a new operating schedule for the TCR with a maximum pool elevation greater than 46 feet NGVD, the parties recognize that either Cocoa, FRI or both may desire to have the TCR regulation schedule set such that the maximum pool elevation is higher than 46 feet NGVD. If either or both parties seek to raise the TCR regulation schedule such that the maximum pool elevation is higher than 46 feet NGVD, the parties must first enter into an amendment to the Agreement as amended by this Amendment setting forth the terms for such additional increase in regulation schedule elevation. At this time, the parties anticipate that such amendment would address issues such as division of any additional water produced by the higher regulation schedule; compensating FRI for additional land inundated based on the then current per acreage storage fee set forth under section 10 of this Amendment if the additional inundated land is used by Cocoa; and waiver of objections to the higher operating schedule.

4. COCOA'S EXISTING CUP; INCREASES IN COCOA'S AND FRI'S VESTED ALLOCATIONS.

4.1 **Section 4 of Agreement Amended and Superseded**. Section 4 and subsections 4.1, 4.3, 4.4, 4.5, and 4.6 of the Agreement establishing each party's Vested Allocation of Water and a process for either party to increase its Vested Allocations of Water are superseded and no longer in effect. Each party's Vested Allocation of Water and the process for increasing party's Vested Allocation of Water are governed by this Amendment. Each party acknowledges that as of the Effective Date of this Amendment and throughout the remaining term of the Agreement as amended by this Amendment, that the other party is permanently and irrevocably entitled to its Vested Allocation of Water as provided herein irrespective of the existence of any Appropriate Permit authorizing use by such party. Each party agrees that it will not apply for any Appropriate Permit to use the other party's Vested Allocation, except as allowed in section 4.7 below. Once a Vested Allocation of Water is increased as provided herein, the incremental quantity becomes a Vested Allocation of Water for the remaining term of the Agreement. Each party's Vested Allocation of Water may only be assigned or transferred in accordance with section 4.7 of the Agreement as revised under section 13 of this Amendment.

4.2 **Effect of TCR/SJR Project Agreements on Vested Allocations of Water**. Notwithstanding the provisions of the Agreement as amended by this Amendment, if the GIA or TCR/SJR Project Permitting Agreement are in effect and a TCR/SJR Project Failure has not occurred, the rights of Cocoa and FRI to obtain Appropriate Permits and withdraw water from TCR shall be governed by the terms of the GIA or TCR/SJR Project Permitting Agreement and not by the Agreement or this Amendment. If the GIA and the TCR/SJR Project Permitting Agreement terminate, or if a TCR/SJR Project Failure occurs, then Cocoa's and FRI's rights to seek Appropriate Permits and withdraw water from TCR shall be governed by the Agreement as amended by this Amendment.

4.3 **Cocoa's Existing CUP No. 2-095-50245-8.** As of the Effective Date of this Amendment, the SJRWMD has issued Cocoa an Appropriate Permit identified as consumptive use permit ("CUP") No. 2-095-50245-8 which authorizes Cocoa to withdraw and use up to 8.83 MGD annual average of water from TCR. Cocoa owns, operates and maintains all facilities needed to withdraw this up to 8.83 MGD annual average from the TCR. FRI acknowledges and agrees that Cocoa CUP No. 2-095-50245-8 constitutes a presently existing legal use of water and therefore, Cocoa is not required to amend or modify CUP No. 2-095-50245-8 as part of the implementation of the TCR/SJR Project or the Agreement and this Amendment. FRI also acknowledges and agrees that Cocoa CUP No. 2-095-50245-8 constitutes a Permitted Allocation of Water under the Agreement. Cocoa's withdrawal and use of water from TCR pursuant to the authorization

provided by CUP No. 2-095-50245-8 is not considered a part of the TCR/SJR Project. FRI will respect and recognize Cocoa's right to use water from TCR pursuant to this CUP, and will take no action that interferes with or adversely affects Cocoa's right under CUP No. 2-095-50245-8. CUP No. 2-095-50245-8 shall take priority over any other future Appropriate Permit or other future permits to withdraw water from TCR which may be issued in furtherance of the Agreement and this Amendment or in furtherance of the TCR/SJR Project so long as the conditions on withdrawals and the allocation of water granted under CUP 2-095-50245-8 in existence on the Effective Date of this Amendment do not conflict with any applicable provision of the TCR/SJR Project Agreements that may be in effect. Cocoa may seek to renew or modify CUP No. 2-095-50245-8 so long as said renewal or modification does not conflict with any applicable provision of the TCR/SJR Project Agreements that may be in effect at the time of the renewal or modification, or if the TCR/SJR Project Agreements are not in effect or a TCR/SJR Project Failure has occurred, then so long as such renewal or modification does not increase the quantity of water to be withdrawn beyond Cocoa's Vested Allocation of Water. FRI agrees not to object to, oppose or contest the validity, modification, or renewal of CUP No. 2-095-50245-8 provided the same complies with the terms of the Agreement as amended by this Amendment or the terms of the TCR/SJR Project Agreements if applicable.

4.4 City's Vested Allocation of Water. The City's Vested Allocation of Water under section 4.3 of the Agreement of 12 MGD annual average [3.223 billion gallons per year] shall be retained by the City and continue during the term of the Agreement as amended by this Amendment. The City's Permitted Allocation described in section 4.3 above is included within, and a portion of, the City's 12 MGD Vested Allocation of Water. FRI agrees that it will not object to, oppose or contest the validity, modification, or renewal of any Appropriate Permit or application for Appropriate Permit authorizing the use by the City of this 12 MGD annual average Vested Allocation of Water. FRI further agrees that it will not apply for any Appropriate Permit to use any of the City's Vested Allocation or otherwise attempt to use any of the City's Vested Allocations unless the City consents to such use under subsection 4.7 of this Amendment.

4.5 FRI's Vested Allocation of Water and Additional Vested Allocation of Water. FRI's Vested Allocation of Water under section 4.1 of the Agreement is, and can be increased, as follows:

4.5.1 FRI's Vested Allocation of Water set forth in section 4.1 of the Agreement in the amount of 2.25 MGD annual average [823 million gallons per annum] shall be retained by FRI and continue in effect during the term of the Agreement as amended by this Amendment. The City agrees that it

will not object to, oppose or contest the validity, modification or renewal of any Appropriate Permit for application for Appropriate Permit authorizing the use by FRI of this 2.25 MGD annual average Vested Allocation. The City further agrees that it will not apply for any Appropriate Permit to use any of FRI's 2.25 MGD annual average Vested Allocation of Water unless FRI or ECFS consents to such use under subsection 4.7 of this Amendment.

4.5.2 Beginning on the Effective Date of this Amendment, FRI may seek one or more Appropriate Permits to increase its Vested Allocation of Water to a maximum amount of 8 MGD [2.92 billion gallons per year] subject to subsections 4.8 and 4.9 and section 7 of this Amendment ("Additional Vested Allocation").

4.5.3 If a TCR/SJR Project Failure occurs as defined and set forth in the GIA, FRI's right to seek Appropriate Permits to increase its Vested Allocation to 8 MGD Vested Allocation shall remain and be governed by the terms of the Agreement as amended by this Amendment.

4.5.4 FRI shall retain its existing Vested Allocation of Water of 125 million gallons per year under section 4.2 of the Agreement. The parties recognize that this Vested Allocation of Water has become a Permitted Allocation of Water pursuant to consumptive use permit no. 3426 issued to ECFS. However, this Vested Allocation of Water is used to irrigate an area known as Doxey Grove using water from a portion of the L-73 Canal that does not have a hydrologic connection to TCR. As such, FRI's Vested Allocation of Water of 125 million gallons per year under section 4.2 of the Agreement has no effect on either the City's Vested or Permitted Allocations of Water or on the quantity of water available from the TCR.

4.6 Management Plan for TCR Water Withdrawals. The City and FRI agree that a primary goal of the Agreement as amended by this Amendment is to allow both parties to fully achieve their Vested Allocations of Water prior to, and, if the case arises, in the absence of the TCR/SJR Project. To assist both parties in maximizing the ability to use their Vested Allocations of Water, no later than one year after the Effective Date of this Amendment, FRI and the City will cooperate to develop and implement a mutually agreed upon written operating schedule or management plan for each party's TCR water withdrawals. This written operating schedule or management plan will remain in effect until the implementation of any plans or protocols for the TCR/SJR Project as provided in the GIA. Once any plans or protocols for the TCR/SJR Project are implemented, such plans or protocols shall replace any operating schedule or management plan implemented pursuant to this Amendment and such operating schedule or management plan shall be of no further effect. However, if a TCR/SJR Project

Failure occurs, then any operating schedule or management plan developed under this Amendment shall go back into effect beginning on the effective date of the TCR/SJR Project Failure. If substitute parties are found to take over the TCR/SJR Project within 20 years of the date of the TCR/SJR Project Failure, then the plans and protocols implemented pursuant to the GIA shall become effective and replace any operating schedule or management plan adopted under this Amendment beginning on the date the City sells TCR/SJR Project water to the substitute parties.

4.7 Using another Party's Vested Allocation of Water There may be periods of time during which a party to this Amendment is not using all of its Vested Allocation of Water. During such times, that party may, by written acknowledgement and consent, allow the other party to temporarily use the other party's Vested Allocation of Water and obtain an Appropriate Permit from the Appropriate Regulatory Agency for such amounts for the time period and under the terms of the written acknowledgement and consent. However, neither party will be obligated to use any portion of the other party's Vested Allocation of Water. Similarly, neither party is obligated to allow the temporary use of its Vested Allocation of Water by the other party. The parties will use the following process to establish the means by which one party may temporarily withdraw and use a portion of the other party's Vested Allocation of Water:

4.7.1 Upon the seeking party's verbal or written request, the other party, if it agrees to allow use of all or a portion of its Vested Allocation of Water, will provide a written statement to the seeking party indicating the quantity of the other party's Vested Allocation of Water for which the seeking party may obtain an Appropriate Permit and withdraw. This written statement will also set forth the period of time the seeking party may withdraw this portion of the other party's Vested Allocation of Water.

4.7.2 The seeking party will not withdraw more water from TCR than the combined total of the seeking party's Vested Allocation of Water and that portion of the other party's Vested Allocation of Water that the other party has identified in writing the seeking party may withdraw. The seeking party will also not withdraw from TCR that portion of the other party's Vested Allocation of Water that the other party has identified for the seeking party to withdraw for a period of time longer than the period of time the other party has set forth in writing as the period during which the seeking party may withdraw this water.

4.7.3 The seeking party will apply for and seek an Appropriate Permit for its Vested Allocation of Water and that portion of the other party's Vested Allocation of Water that the other party has identified in writing the seeking party may withdraw. The duration of the seeking party's

Appropriate Permit for the allowed portion of the other party's Vested Allocation of Water will only be for the period of time the other party has set forth in writing as the period during which the seeking party may withdraw this water.

4.7.4 Upon execution of the TCR/SJR Project Agreements and prior to the effective date of a TCR/SJR Project Failure, if any, the parties will reconfirm any agreement to allow one party to use another party's Vested Allocation of Water using the assignment process provided in the TCR/SJR Project Agreements.

4.8 Assisting the Other Party to Permit its Vested Allocation of Water. Subject to subsection 4.9 and section 7 below, each party will provide oral or written communications to the Appropriate Regulatory Agency as necessary to allow or assist the other party to obtain one or more Appropriate Permits for that party's Vested Allocation of Water set forth herein. This also includes communications assisting one party to obtain an Appropriate Permit for that portion of the other party's Vested Allocation of Water that the other party has consented for the seeking party to use.

4.9 City's Future Acknowledgement of Non-Interference.

4.9.1 As necessary to allow or assist FRI in seeking one or more Appropriate Permits to convert some or all of FRI's 2.25 MGD Vested Allocation to a Permitted Allocation, upon written request from FRI, the City will acknowledge in writing to the Appropriate Regulatory Agency that FRI's request for an Appropriate Permit will not interfere with the City's Permitted Allocation of Water or the City's Vested Allocation of Water.

4.9.2 As necessary to allow or assist FRI in obtaining one or more Appropriate Permits to increase FRI's Vested Allocation of Water from 2.25 MGD to a maximum of 8 MGD and make that Additional Vested Allocation of Water a Permitted Allocation, the City will acknowledge in writing to the Appropriate Regulatory Agency that FRI's request for such an Appropriate Permit will not interfere with the City's Permitted Allocation of Water. However, the written acknowledgement in this subsection 4.9.2 shall be subject to the City's determination that the then existing TCR yield analysis is acceptable to support the non-interference acknowledgement, the parties agreeing on an operating schedule or management plan pursuant to subsection 4.6 of this Amendment, and any Appropriate Permit obtained by FRI being subject to Section 7 of this Amendment. The City's determination in such case shall be made using only the tools, computer models, or other analytical approaches then employed by the SJRWMD or its successor entity for analyzing whether a proposed use of water interferes with an existing legal use of water. Subject to the City determining that

there is an acceptable TCR yield to support FRI's request for such an Appropriate Permit and the parties agreeing on an operating schedule or management plan, the City agrees not to object to, oppose or contest the validity, modification, or renewal of any Appropriate Permit or application for Appropriate Permit authorizing FRI to use the Additional Vested Allocation of Water which is subject to the written acknowledgment.

5. SALE OF WATER

5.1 Prohibited Assignment Revised. Section 4.7 of the Agreement is amended to provide that pursuant to, and acting under, the TCR/SJR Project Agreements only, the City may sell and deliver finished or raw water withdrawn from TCR to OUC, Orange County Utilities, ECFS or TWA or any substitute or assignee party(s) as provided under the TCR/SJR Project Agreements.

5.2 Water Sales within Brevard County. The City shall have the right under this Amendment to continue selling and delivering finished water withdrawn from TCR to Cocoa's customers in Brevard County. Nothing contained in the Agreement or this Amendment is intended to restrict or limit the City's ability to sell and deliver finished water withdrawn from TCR to Cocoa's customers in Brevard County.

6. OPPOSING PERMIT APPLICATIONS FILED BY OTHER PERSONS OR ENTITIES.

FRI, ECFS and the City agree to oppose any permit application filed by any other person or entity seeking to withdraw water from TCR. The provisions of this subsection do not apply to any permit required by an Appropriate Regulatory Agency to enable the purchase and transfer of treated or finished water from the City to another entity constituting a portion of the City's Vested Allocation of Water. At the time of this Amendment, an example of such permit would be a secondary user consumptive use permit required by the SJRWMD. Additionally, the provisions of this section do not apply to any permit sought pursuant to the TCR/SJR Project Agreements, and FRI and the City agree not to oppose any such permit. Finally, the provisions of this section do not apply to any permit sought by any successor or assign of the City, FRI or ECFS.

7. FUTURE INTERFERENCE WITH COCOA'S VESTED OR PERMITTED ALLOCATION OF WATER.

If FRI has obtained an Appropriate Permit pursuant to subsection 4.9.2 above, and the withdrawal of water pursuant to that Appropriate Permit adversely impacts any portion of

the City's Vested or Permitted Allocation of Water, the City shall give FRI written notice of the same which notice shall explain how the City's Vested or Permitted Allocation of Water has been adversely impacted. Within 90 days after FRI receives such notice, representatives for FRI and the City will modify or revise the operating schedule or management plan required under subsection 4.6 to address the adverse impact so that the City can make full use of its Permitted Allocation or Vested Allocation. The City and FRI may also agree to address this issue by allowing one party to use all or a portion another party's Vested Allocation on either a temporary or permanent basis. If the adverse impact to Cocoa's use of its Permitted or Vested Allocation cannot be satisfactorily addressed by modifying the operating schedule or management plan or by allowing one party to use another party's Vested or Permitted Allocation, FRI shall modify or adjust its Permitted Allocation as necessary to remove the adverse impact to the City's Vested or Permitted Allocation, provided, however, that under no circumstance will FRI be required to reduce its Permitted Allocation below the 2.25 Vested Allocation set forth in section 4.1 of the Agreement as reaffirmed by subsection 4.5.1 of this Amendment. However, if the TCR/SJR Project Agreements are in effect, then the means for addressing any impact to the City's Permitted or Vested Allocation of Water shall be as set forth in the TCR/SJR Project Agreements.

8. EXISTING AND NEW EASEMENTS/FEE TITLE TO COCOA.

8.1 **Sale and Purchase of Additional Aquifer Storage and Recovery Sites.** Section 9 of the Agreement is amended such that FRI will sell and the City will buy in fee simple up to 20 +/- additional Aquifer Storage and Recovery (ASR) Parcels. The location of these additional ASR Parcels must be within the area depicted on Exhibit F (General Area in Which Supplemental ASR Parcel May Be Located) to the Agreement, or if the area depicted on Exhibit F is not suitable for the City's ASR requirements, then the City will consider the areas depicted on Exhibits C (Approximate Location of ASR Parcels) and E (Approximate Location of Alternate ASR Parcel) to the Agreement, or within some other area owned by FRI that is mutually agreed upon by FRI and the City. The conveyance of said parcels to Cocoa shall be free of any liens, mortgages and other encumbrances, and any material title defects, except for: (i) taxes and assessments for the year of closing and subsequent years; (ii) zoning ordinances of record and local government restrictions of record; and (iii) public utility easements of record deemed acceptable to Cocoa.

8.2 **Closing on ASR Sites.** Closing on these additional ASR sites will not be governed by subsections 9.2 – 9.14 of the Agreement, but by the following procedure:

8.2.1 Upon the occurrence of Project Failure or the Committee decision to commence the implementation of Phase 3 of the TCR/SJR Project as set forth in the GIA, whichever occurs first, Cocoa shall have six (6) months from the date of said

occurrence to provide FRI written notice as to whether it desires to acquire the additional ASR sites. If Cocoa desires to acquire the additional ASR sites, Cocoa shall, at its own expense, obtain a survey and an appraisal of the affected land within six (6) months from the date the written notice is delivered to FRI. However, if Cocoa fails to timely provide the written notice referenced above or provides written notice that it does not desire to acquire the ASR sites, Cocoa shall be deemed to have irrevocably waived its right to acquire the additional ASR sites under this section 8.2.

8.2.2 The survey shall be certified in a manner sufficient for the issuance of title insurance commitment deleting the survey exception, said certification to include FRI, Cocoa and the title insurance company. A copy of the survey shall be submitted to FRI's representative for review. FRI shall review the same and provide any comments or suggested changes on the survey back to Cocoa no later than sixty (60) days after receipt of the survey, at which point Cocoa and FRI shall finalize the survey with the surveyor. Once the survey is agreed to by the parties, Cocoa shall obtain a title insurance commitment of the land legal described in the survey within ninety (90) days, and deliver a copy to FRI with written notice specifying the material defects which exist with respect to title, if any.

8.2.3 After a title insurance commitment has been obtained, the fair market value of the land to be acquired by Cocoa under this section shall be determined based on an appraisal prepared by an appraiser selected by Cocoa using an agreed upon appraisal method. The appraisal shall be obtained within ninety (90) days from the date that a copy of the title commitment is provided by Cocoa to FRI. A copy of the appraisal shall be submitted to FRI's representative for review. If FRI disagrees with the fair market value established by the Cocoa appraisal, then within sixty (60) days of receipt of the Cocoa appraisal, FRI shall have ninety (90) days to select its own appraiser, prepare an appraisal, and transmit that appraisal to Cocoa. If the Cocoa's and FRI's appraisals differ by 20% or less, the fair market value shall be deemed to be the average of the Cocoa's and FRI's appraisals. If the Cocoa's and FRI's appraisals differ by more than 20%, the fair market value shall be determined by a review appraiser selected by Cocoa's and FRI's appraisers. Cocoa and FRI will bear the cost of the review appraiser equally. Cocoa and FRI shall agree upon a reasonable time period to select the review appraiser and for the review appraiser to establish the fair market value.

8.2.4 Within ninety (90) days after Cocoa and FRI finalize the survey and appraisal, Cocoa or its attorney shall prepare the closing documents to reflect the survey and appraisal approved by the parties and the requirements of the title commitment and applicable law, except closing documents required to cure any material defects in title shall be prepared by FRI or its attorney so that the title insurance policy will be written without such defects. FRI agrees to diligently cure all such title defects.

8.2.5 Cocoa shall pay all expenses incidental to transfer of title to the additional ASR Parcels including, but not limited to, recording fees, documentary stamps, and similar expenses, except that FRI shall be responsible for the cost of preparing and recording any corrective instruments required to perfect title. Additionally, FRI shall be responsible for any real estate taxes and assessments up to the date of closing.

8.2.6 The closing shall take place at a mutually convenient date and time at a location convenient to the closing attorney or agent.

8.2.7 If, for any reason other than failure of FRI to make its title marketable after diligent effort, FRI fails, neglects or refuses to perform under this section 8, the City may seek specific performance or elect to cancel the sale of the additional ASR Parcels and FRI shall be responsible for reimbursing the City for any out-of-pocket expenses incurred in preparing for the closing including, but not limited to, surveying, appraisal, title commitment fees and other associated closing expenses.

8.2.8 Title to the additional ASR Parcel transferred to Cocoa under this section shall remain with the City upon termination of this Agreement under section 18 of the Agreement.

8.2.9 The time periods set forth in this section 8 may be amended in writing by FRI and Cocoa.

9. **GRANT OF PERMANENT EASEMENT RIGHT TO THE CITY TO STORE, FLOW AND WITHDRAW WATER IN TCR FOR WATER SUPPLY.** Within 60 days after the Effective Date of this Amendment, FRI will execute and record in the public records of Orange and Osceola Counties that certain permanent Drainage, Flowage and Storage Easement Agreement for Public Water Supply to Cocoa which is attached as Exhibit A to this Amendment ("Cocoa Easement"). The Cocoa Easement shall be recorded prior to the TCR/SJR Easement in Trust.

10. **CITY'S PAYMENTS TO FRI.** The payment provisions set forth in sections 14.2 through 14.4.6 of the Agreement are amended as follows:

10.1 City's Annual Payment Fee to FRI.

10.1.1 Section 14.2 of the Agreement shall remain in effect except that beginning with the annual payment due on June 30, 2018 and continuing with each annual payment thereafter, the amount of the annual payment set forth in the Agreement shall not be adjusted by the CPI but instead by the Gross Domestic Product Implicit Price Deflator Index (GDPIPD) prepared by the U.S. Department of Commerce; provided that the maximum per annum escalation shall not exceed four (4%) percent. If at any time the GDPIPD no longer becomes available, the Per Acre Amount shall then be adjusted annually by a successor index, if available, or if not available

then by another index that most closely approximates the GDPIPD. Section 14.3 of the Agreement shall remain in effect and the references to the maximum standing pool elevation in subsections 10.1.2 through 10.1.8 below shall be subject to the provisions of sections 14.3.1, 14.3.2 and 14.4 of the Agreement.

10.1.2 On June 30, 2019, the City shall pay FRI the amount that would otherwise be due under the Agreement (the Basic Payment referenced in section 14.2 of the Agreement and, if applicable, the Additional Annual Payment referenced in section 14.3 of the Agreement, with adjustment to the annual payment amount using the GDPIPD, which is hereinafter referred to as the "Base Fee") plus an additional amount of $20 for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.

10.1.3 On June 30, 2020, the City shall pay FRI the Base Fee, plus an additional amount of $30 for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.

10.1.4 On June 30, 2021, the City shall pay FRI the Base Fee, plus an additional amount of $40 for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.

10.1.5 On June 30, 2022, the City shall pay FRI the Base Fee, plus an additional amount of $50 for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.

10.1.6 On June 30, 2023, the City shall pay FRI the Base Fee, plus an additional amount of $60 for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.

10.1.7 On June 30, 2024, the City shall pay FRI the Base Fee, plus an additional amount of $70 for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.

10.1.8 On June 30, 2025, and on June 30 of each year thereafter, the City shall pay FRI an amount constituting the Annual Per Acre Amount for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the TCR by the US Army Corps of Engineers on that date.

10.1.9 Notwithstanding any of the foregoing or any language in the Agreement or this Amendment, beginning on the date the City must pay FRI the "Annual Storage Fee Payment' as defined in the GIA, and continuing for

as long as the City must make such payment pursuant to the GIA, the City will cease making any annual payments to FRI pursuant to the Agreement or this Amendment except that the City shall pay FRI the pro-rated amount reflecting the number of days from June 30 of the preceding year to the date the Annual Storage Fee Payment becomes effective under the terms of the GIA. However, if a TCR/SJR Project Failure occurs (as defined by the GIA) or the TCR/SJR Project Agreements are terminated, then beginning on June 30 of the year following the effective date of the TCR/SJR Project Failure or termination of the TCR/SJR Project Agreements and on June 30 of each year thereafter, the City shall pay FRI the annual payment as prescribed in section 10.1.8 above with the Annual Per Acre Amount adjusted to the date the City resumes paying such annual payment and continuing thereafter. It is the intent of the parties that the City will make annual payments to FRI pursuant to either the terms of the Agreement as amended by this Amendment or pursuant to the terms of the GIA, but not both simultaneously.

10.2 Determining Extent of Land Inundated. The extent of land inundated below the maximum standing pool elevation referenced in 10.1.1 above shall be determined by using LIDAR survey completed by the SJRWMD in 2010. If the SJRWMD or a successor agency or one of the parties completes a new LIDAR survey or some other more accurate means for determining the elevation of land within and around the TCR, this new means will be used to determine the extent of land inundated. The extent of land inundated will be determined based upon TCR's current established regulation schedule's maximum standing pool elevation and not the water level which may actually be occurring in TCR at any given time.

10.3 Annual Payment Established to Settle Potential Dispute. Cocoa's annual payment set forth herein was established as a means of settling a potential dispute between the parties involving numerous issues such as, but not limited to, potential allocation of water, cooperation in developing a regional water supply project, and property rights, and is not intended by either party to be a statement estimation or analysis of the value of the land located beneath the TCR or to be a statement, estimation or analysis of the value of land in the area surrounding TCR.

10.4 Payment for Regulation Schedule Higher than 46 Feet NGVD. If the parties seek to have the regulation schedule of TCR set such that the highest maximum pool elevation is higher than 46 feet NGVD, then the parties must first execute an amendment to the Agreement setting forth the payment provisions for the land inundated by this higher-than-46-feet-NGVD regulation schedule and other terms for using TCR for water supply at this higher regulation schedule.

11. **FRI'S USE RIGHTS PRESERVED.** If the Florida Department of Environmental Protection, or its successor entity, reclassifies the TCR or its associated watershed pursuant to the provisions of section 403.061(29)(b), Florida Statutes, (2016), then upon the effective date of such reclassification, the following sentence shall be removed from that section 6.2 of the Agreement: "[t]he foregoing notwithstanding, COP agrees that during the term of this Contract, COP shall not use the Restricted Property in a manner that would result in the introduction of hazardous or toxic substances or other similar contaminants in to the Taylor Creek Reservoir that would make the City's use of the surface water from the Taylor Creek Reservoir economically impracticable." After the reclassification of TCR or its associated watershed pursuant to provisions of section 403.061(29)(b), Florida Statutes, (2016), then neither the Agreement nor this Amendment shall restrict the use of any of FRI's lands, including the Restricted Property, and FRI shall be allowed to use these lands in any manner authorized by general law.

12. **DURATION OF AGREEMENT.** Section 2 of the Agreement is amended to provide that the term of the Agreement is permanent. However, on each 50 year anniversary of the Effective Date of this Amendment, representatives of FRI and the City shall meet and determine whether the Agreement as amended by this Amendment is still needed or should be further amended or revised. Additionally, if Cocoa voluntarily and willfully ceases to use the TCR for public water supply purposes, Cocoa shall provide FRI with written notice of the date of such cessation and the Agreement as amended by this Amendment shall expire on said date.

13. **ASSIGNMENT OF AGREEMENT AND AMENDMENT.**

13.1 **COP's Assignment to FRI and Future Assignments.** As part of this Amendment, COP assigns all rights, interests and obligations under the Agreement to FRI. FRI agrees to accept such assignment and undertake all obligations and responsibilities of the Agreement and this Amendment. The City agrees to accept such assignment, look to FRI for compliance with the Agreement and this Amendment, and release COP from any and all obligations under the Agreement. Pursuant to section 22 of the Agreement, COP and FRI have executed the assignment form shown as Exhibit Z to the Agreement. FRI may assign the Agreement and the Amendment to other related entities in the future by completing the assignment form shown as Exhibit Z to the Agreement including assigning all rights and obligations regarding its Vested Allocation of Water or Permitted Allocation of Water under the Agreement or this Amendment to ECFS. Additionally, the provisions of section 22 of the Agreement restricting COP or FRI from assigning some or all of its rights under the Agreement only to entities owned, controlled or affiliated with COP or FRI are superseded, no longer in effect, and COP or FRI, and their successors or assigns may assign their rights

under the Agreement as amended by this Amendment to either entities owned, controlled or affiliated with COP or FRI or to any public water supply entity.

13.2 City's Ability to Assign. The City will not assign its rights or obligations under the Agreement or this Amendment without FRI's written consent. Except for the sale of water allowed by section 5 above, the City agrees not to assign or transfer is Vested Allocations or Permitted Allocations without FRI's written consent.

14. CONFLICT BETWEEN AGREEMENT AND AMENDMENT. The provisions of the Agreement remain in effect except where repealed, superseded, or otherwise changed or amended by this Amendment. The parties intend for the Agreement and this Amendment to be read and interpreted in harmony. However, if an irreconcilable conflict exists between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

15. CONFLICT BETWEEN AGREEMENT OR AMENDMENT AND TCR/SJR PROJECT AGREEMENTS. The parties have entered into this Amendment simultaneous with entering into the TCR/SJR Project Agreements and intend for this Amendment to be consistent with the TCR/SJR Project Agreements. Whenever possible, the parties intend for the provisions of this Amendment to be interpreted in a manner that is consistent with the parties' rights and obligations under the TCR/SJR Project Agreements.

16. DELETION OF RESERVATION OF COP'S (FRI'S) SEVERANCE AND BUSINESS DAMAGES CLAIM. Section 11.4 of the Agreement is superseded and no longer in effect. Cocoa shall have no liability for severance or business damages resulting from Cocoa's use of TCR under the Agreement and this Amendment and under the TCR/SJR Project Agreements. However, the City and FRI shall continue their agreement in section 11.4 of the Agreement to cooperate in opposing any regulatory restriction, rule, policy or promulgation that would impact or affect the use or fair market value of the Restriction Property owned by FRI resulting from the City's withdrawal or use of water from the TCR and L-73 for water supply.

17. FRI'S OBLIGATIONS RUNNING WITH THE LAND. FRI's agreements, commitments, obligations and representations under this Amendment shall run with and are appurtenant to the Restricted Property and shall bind any subsequent owner of the Restricted Property or any portion thereof. Immediately upon the Effective Date of this Amendment, the City and FRI shall execute the Memorandum of Amended Agreement attached hereto as Exhibit B in the same manner that was required for the Memorandum of Agreement under section 19 of the Agreement.

IN WITNESS WHEREOF, the City and FRI have executed this Amendment on the dates indicated below.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

CITY OF COCOA, FLORIDA
a Florida municipal corporation,

By:_____
Henry U. Parrish III
Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

EAST CENTRAL FLORIDA SERVICES
a Florida corporation,

By:_____
K. Erik Jacobsen
President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by K. Erik Jacobsen, as President of East Central Florida Services, a Florida corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Eric T. Olsen, Esq.
Counsel

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

_____
(Signature)

_____ By:_____
(Print Name) Don M. Sleight
Chief Executive Officer

_____
(Signature)

_____
(Print Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Don M. Sleight as Chief Executive Officer of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Eric T. Olsen, Esq.
Counsel

Final Signature Version

This space reserved for use by the Clerk of the Circuit Court

This Instrument Prepared by:

Jason E. Merritt, Esq.
Hopping Green & Sams, P.A.
Post Office Box 6526
Tallahassee, Florida 32314

DRAINAGE, FLOWAGE AND STORAGE EASEMENT AGREEMENT FOR PUBLIC WATER SUPPLY TO COCOA

This Drainage, Flowage and Storage Easement Agreement for Public Water Supply (**"Easement Agreement"**) is made and entered into this _____day of _____, 2017 (the "**Effective Date**"), by and between:

Farmland Reserve, Inc., a Utah nonprofit corporation, whose address is 79 South Main Street, Suite 1000, Salt Lake City, Utah 84111-1945 (**"Grantor"**); and

The City of Cocoa, Florida, a Florida municipal corporation (**"Cocoa"**), whose address is 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple in and to certain lands located in Orange County and Osceola County, Florida, which lands are situated beneath a surface water reservoir commonly known as the Taylor Creek Reservoir; and

WHEREAS, Cocoa is a Florida municipal corporation and the operator of a potable water utility; and

WHEREAS, pursuant to that certain Taylor Creek Reservoir Settlement Agreement dated June 22, 1993, between Cocoa and Grantor's predecessor in title, the Corporation of the President of the Church of Jesus Christ of Latter Day Saints, and associated document(s) thereto (the "**1993 Settlement Agreement**"), Cocoa has been storing, flowing, and withdrawing water from the Taylor Creek Reservoir on Grantor's lands for public water supply purposes; and

Whereas, the Parties have entered into an amendment to the 1993 Settlement Agreement on _____ (the "**2017 Amendment**") (the 1993 Settlement Agreement and the 2017 Amendment are hereinafter collectively referred to as the "**Settlement Agreement**"; and

WHEREAS, pursuant to the 1993 Settlement Agreement, the current authorization from Grantor to Cocoa to flow and store water over Grantor's land within the Taylor Creek Reservoir was scheduled to expire on June 29, 2043; and

WHEREAS, pursuant to the 2017 Amendment, Grantor agrees to grant Cocoa a permanent drainage, flowage and storage easement over the lands more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein located beneath the Taylor Creek Reservoir (the "**Flowage and Storage Easement Area**") allowing Cocoa to continue, in perpetuity pursuant to this Easement Agreement, to impound, drain, flow and store water over such lands within the Taylor Creek Reservoir; as well as the removal of water from such lands within the Taylor Creek Reservoir; all for public water supply purposes (the "**Flowage and Storage Easement**"); and

WHEREAS, the Parties acknowledge that the water level in the Taylor Creek Reservoir is affected by various structures owned and operated by the St. Johns River Water Management District pursuant to a regulation schedule established by the U.S. Army Corps of Engineers, and that the regulation schedule contains a maximum standing pool elevation which is the highest water level elevation the Corps will allow before draining water from the Taylor Creek Reservoir and which, for purposes of this easement, is the area of water storage available for public water supply flowage and storage; and

WHEREAS, the Parties desire that Cocoa's use of the Flowage and Storage Easement Area pursuant to this Flowage and Storage Easement shall be limited by the maximum standing pool elevation of the Taylor Creek Reservoir as implemented by the U.S. Army Corps of Engineers and effectuated by the St. Johns River Water Management District (the "**District**"); and

WHEREAS, Cocoa further desires the grant of certain easements upon certain lands owned by Grantor described in **Exhibit "B"** (the "**Intake Structures Easement Area**") for the construction, installation, repair, reconstruction, use and maintenance of certain water withdrawal facilities including, but not limited to, intake structures, pipes, lines, mains, pumps, valves, and associated infrastructure and equipment (the "**Intake Structures**") as may be necessary for the withdrawal of water from the Taylor Creek Reservoir for public water supply use (the "**Intake Structures Easement**" and together with the Flowage and Storage Easement, the "**Easements**"); and

WHEREAS, Grantor desires to grant to Cocoa the Easements on the terms and conditions more particularly contained herein.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. GRANT OF FLOWAGE AND STORAGE EASEMENT. Grantor hereby grants to Cocoa, its successors, and assigns, in perpetuity, the Flowage and Storage Easement, to have and to hold the same subject however to the terms and conditions of this Easement Agreement. The rights granted under the Flowage and Storage Easement shall include the right of access over, upon, under, and across the Flowage and Storage Easement Area for such purposes as may be necessary for the portion of the Taylor Creek Reservoir located on, over, and within the Flowage and Storage Easement Area to be utilized for public water supply. However, this Easement Agreement and the Flowage and Storage Easement do not grant Cocoa the right to discharge any fluid or substances, directly or indirectly, into the Taylor Creek Reservoir or the Flowage and Storage Easement Area.

3. GRANT OF INTAKE STRUCTURES EASEMENT. Grantor hereby grants to Cocoa, its successors, and assigns, in perpetuity, pursuant to the Settlement Agreement, the Intake Structures Easement, to have and to hold the same subject however to the terms and conditions of this Easement Agreement. The rights granted under the Intake Structures Easement shall include the right of access over, upon, under, and across the Intake Structures Easement Area for the purpose of construction, installation, repair, reconstruction, replacement, restoration, use, operation, and maintenance of such Intake Structures as may be necessary to effectuate the Flowage and Storage Easement.

4. USE OF EASEMENT; MAINTENANCE OF FACILITIES.

A. *Generally*. Cocoa shall exercise the rights granted under this Easement Agreement and shall design, construct and operate the Intake Structures in compliance with any and all applicable laws, rules, statutes, regulations, judicial or administrative decisions, permits, approvals or other final and binding governmental actions rendered by any local, state or federal governmental agency having the authority to regulate Cocoa's actions or the exercise of Cocoa's rights under this Easement Agreement (the "**Applicable Laws**"). The foregoing notwithstanding, neither this provision nor any other provision in this Easement Agreement shall prohibit or limit Cocoa's ability to contest or challenge any Applicable Laws in an appropriate legal proceeding. Additionally, Cocoa shall exercise the rights granted under this Easement Agreement in accordance with the terms herein.

B. *Construction and Maintenance*. Cocoa shall cause all Intake Structures to be designed and constructed in a manner which complies with Applicable Laws. Further, Cocoa shall cause all such Intake Structures to be maintained in a good condition such that such structures remain in an operable condition

suitable for the purposes for which they were designed and constructed. Should such facilities be damaged or destroyed by any casualty or loss whatsoever, Cocoa shall cause, no later than one hundred eighty (180) days from the date of such casualty or loss, such facilities to be repaired or restored to a condition in which such facility may be utilized for the purpose for which they were designed and constructed. Upon request by Cocoa, Grantor shall consent, in writing, to granting Cocoa additional time to make said repairs or restoration in the event the extent and nature of such repairs or restoration reasonably warrant additional time or such repairs or restoration are delayed due to an event not the fault of, and beyond the reasonable control of Cocoa. Such consent shall not unreasonably be withheld by Grantor. Prior to undertaking any construction of the Intake Structures or any repair or maintenance to the same, Cocoa shall obtain all required permits and approvals as may be required from the St. Johns River Water Management District, the United States Army Corps of Engineers or any other governmental entity having the authority to permit and approve such work.

C. *Use of Flowage and Storage Easement Area only to Extent of Maximum Standing Pool Elevation*. The Parties acknowledge and agree that, at any given time, the maximum standing pool elevation of the Flowage and Storage Easement Area will be governed by the regulation schedule for the Taylor Creek Reservoir, and shall be up to a high elevation of 46.0 feet NGVD or down to a low elevation of 36 feet NGVD. The Parties also acknowledge and agree that the regulation schedule established and implemented by the U.S. Army Corps of Engineers and maintained by the District may be lower than the highest elevation of the Flowage and Storage Easement Area. In such case, Cocoa shall only use the portion of the Flowage and Storage Easement Area located below the elevation of the maximum standing pool elevation then in effect and implemented for the Taylor Creek Reservoir.

5. REMAINING RIGHTS AND INCONSISTENT USE. With the exception of the Easement in Trust, as hereinafter defined below, the Flowage and Storage Easement and the Intake Structures Easement shall be exclusive for purposes of providing public water supply from the Taylor Creek Reservoir; however, as to any and all other purposes and uses not inconsistent with the purposes and uses of the Easements, the Easements shall be non-exclusive. Grantor reserves all rights accruing from its ownership of the lands encumbered by the Easements including the right to engage in or to permit or invite others to engage in all uses of these lands that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement Agreement or the Settlement Agreement. Grantor agrees and covenants that it shall not grant or exercise any rights in the Flowage and Storage Easement Area or the Intake Structures Easement Area inconsistent with, or which unreasonably interfere with, use and enjoyment of the Easements. Provided however, the foregoing shall not be deemed to prevent Grantor from utilizing or permitting others to utilize the Flowage and Storage Easement Area and/or the Taylor Creek Reservoir for recreational, agricultural, or livestock purposes. The Parties recognize and acknowledge that Grantor has made recreational, agricultural and livestock uses of the Flowage and Storage Easement Area during the terms of the Pre-existing Judgement

described below and that Grantor's uses of the Flowage and Storage Easement Area have not unreasonably interfered with Cocoa's use of the lands subject to the Pre-existing Judgement. Further, nothing contained in this Section 5 or elsewhere in this Agreement shall be deemed to prohibit the storage, use or withdrawal of water from the Taylor Creek Reservoir by Grantor or East Central Florida Services, Inc., or successors or assigns of the same, for either agricultural, public water supply or other purposes and pursuant to one or more consumptive use permits issued by the District, so long as consistent with the Settlement Agreement, regardless of whether said consumptive use permit is in effect as of the Effective Date or issued thereafter. Finally, subject to the terms and conditions of this Easement Agreement, Cocoa acknowledges that nothing in this Easement Agreement shall be construed to prevent Grantor, subsequent to the recording of this Easement Agreement, from granting that certain Drainage, Flowage and Storage Easement Agreement for Public Water Supply to Cocoa in trust pursuant to the terms of that certain TCR/SJR Project Land Trust Agreement dated _____(the "**Easement In-Trust**").

6. STORAGE FEE. Grantor and Cocoa acknowledge that the grant of the Easements pursuant to this Easement Agreement is made subject to and on the condition that Cocoa pays the storage fee to Grantor in the amount and manner provided by the Settlement Agreement (the "**Storage Fee**"). Any failure to pay the Storage Fee shall constitute an Event of Default under this Easement Agreement.

7. INDEMNIFICATION. To the extent allowed by law and subject to the terms of this Easement Agreement, Cocoa agrees to indemnify and hold Grantor harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the exercise of the rights arising under this Easement Agreement by Cocoa, its agents, or employees or independent contractors. Provided however, Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Cocoa's limitations on liability set forth in section 768.28, Florida Statutes, and other law. Further, the foregoing indemnity shall not apply to damages, losses, or claims arising from negligence of Grantor. This paragraph shall survive the termination or cancellation of this Easement Agreement.

8. DEFAULT. The occurrence of any of the following shall constitute an "**Event of Default**" hereunder:

A. Any failure to pay the Storage Fee in the amount and manner provided herein.

B. Cocoa's failure to abide by, comply with or conform to any Applicable Law.

C. The occurrence of one or more of the conditions set forth in subsection 218.503(1), Florida Statutes, or successor provision, with regard to Cocoa.

D. Cocoa otherwise fails to perform any other term or provision of this Easement Agreement.

9. NOTICE OF EVENT OF DEFAULT AND OPPORTUNITY TO CURE. Upon the occurrence of an Event of Default, Grantor shall deliver written notice thereof to Cocoa in the

manner provided by Section 14 (the "**Default Notice**"), which Default Notice shall identify the nature of the Event of Default. Upon receipt of a Default Notice, Cocoa shall have a period of thirty (30) days within which to cure the Event of Default (the "**Curative Period**"). Provided however, if the Event of Default is of such nature that it cannot be cured within the Curative Period, then Cocoa shall have such additional time as may be necessary to cure the Event Default so long as within the Curative Period Cocoa commences the cure and diligently prosecutes such cure until completion.

10. ENFORCEMENT OF AGREEMENT. Should Cocoa fail to cure the Event of Default within the Curative Period then the Grantor shall be entitled to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance. In the event any Party hereto seeks to enforce the Easement by court proceedings or otherwise, then each party to such proceedings shall bear its own attorney's fees and in no event shall any such fees be recoverable from any other party to such proceedings.

11. No THIRD PARTY RIGHTS. This Easement Agreement is solely for the benefit of Grantor and Cocoa only, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any other third party not a formal party to this Easement Agreement. Further, notwithstanding the fact that Cocoa is a governmental entity, the parties hereto agree that nothing in this Easement Agreement is intended to confer any rights to the public at large, including but not limited to, a right of public access. To that end, nothing in this Easement Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any use, right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof.

12. CONTROLLING LAW. This Easement Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of laws of another jurisdiction.

13. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to Cocoa in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

14. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

As to COCOA: City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

With copy to: Utilities Director
City of Cocoa
351 Shearer Boulevard
Cocoa, Florida 32922

City Attorney
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

As to FRI: President
Farmland Reserve, Inc.
13754 Deseret Lane
St. Cloud, Florida 34773

With a copy to: Hopping Green & Sams
P.O. Box 6526
Tallahassee, FL 32314

15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

16. BINDING EFFECT. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the property burdened by the Easements.

17. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

19. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

20. NO PUBLIC ACCESS. This Easement Agreement does not grant any rights of access by the general public to the Flowage and Storage Easement Area or the Intake Structures Easement Area. This Easement Agreement grants access only to Cocoa, its employees and agents, and only for the specific purpose of carrying out the obligations and duties under this Easement Agreement and the Settlement Agreement.

21. RELATIONSHIP TO PRIOR EASEMENTS IN FAVOR OF COCOA. Grantor and Cocoa acknowledge the existence of a certain judgment and recorded memorandum of agreement over certain lands of Grantor in favor of Cocoa over portions of the Taylor Creek Reservoir for Cocoa to store, flow and withdraw water for Cocoa's use outside of the TCR/SJR Project, which judgment and agreement predate the grant of this Easement Agreement (collectively, the "**Pre-existing Judgment**"). Said Pre-existing Judgment is recorded in the Official Records of Orange County, Florida at Book 4964 and Page 2809 and Book 5184 Page 2135; and said memorandum of agreement is recorded in Book 4618 and Page 1652 of the Official Records of Orange County, Florida and in Book 1143 and Page 2191 of the Official Records of Osceola County, Florida. Grantor and Cocoa agree that this Easement Agreement is intended to supersede and replace the Pre-existing Judgment as to limited matters involving only the storage, flow, and withdrawal of water from the Taylor Creek Reservoir for Cocoa's use. Such Pre-existing Judgment, as it relates to the storage, flow, and withdrawal of water from the Taylor Creek Reservoir, shall have no further force or effect upon recordation of this Easement Agreement. Grantor and Cocoa agree that nothing in this Easement Agreement is intended to further restrict any rights of Grantor as set forth in Section 6.2 of the 1993 Settlement Agreement. Further, Grantor agrees that nothing in this Easement Agreement is intended to further restrict or terminate any rights of Cocoa under the Pre-existing Judgment including its Production Facility Easement and Pipeline Route Easement, which shall remain in full force and effect. If requested by Grantor in writing, Cocoa agrees to reasonably cooperate with Grantor to execute and deliver such documentation as Grantor may reasonably request in order to further memorialize the termination and cancellation of the relevant portions of the Pre-existing Judgment related specifically to the storage, flow and withdrawal of water from Taylor Creek Reservoir for Cocoa's use. Provided however, Cocoa acknowledges and agrees that Grantor's rights under this Section 21 are not contingent upon the joinder by Cocoa to such notice of termination.

22. ABANDONMENT. If Cocoa willfully and voluntarily ceases to use all or a portion of the described lands encumbered by the Easements for the purposes described herein, Grantor may terminate this easement, in whole or in part, by filing a notice of termination in the public records of Orange and Osceola Counties, which notice, in the event of a partial termination of the Easements shall describe the portion of the Easements terminated thereby. In such event, Grantor agrees to provide Cocoa at least thirty (30) days prior written notice before filing said notice. Cocoa agrees to reasonably cooperate with Grantor to execute and deliver such documentation as Grantor may reasonably request in order to further memorialize the

termination of this Easement Agreement. Provided however, Cocoa acknowledges and agrees that Grantor's rights under this Section 22 are not contingent upon the joinder by Cocoa to such notice of termination.

23. CHANGE BY NATURAL CAUSE. Nothing contained in this Easement Agreement shall be construed to entitle Cocoa to bring any action against Grantor for any injury to or change in any improvements which may be constructed within the Easements resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm, disease, and earth movement, or from any limited action taken by Grantor under emergency condition as may be reasonably necessary to prevent, abate or mitigate significant injury to the lands described herein or to adjacent lands or to persons resulting from such causes.

24. THE "AS IS" FLOWAGE AND STORAGE EASEMENT AREA AND NO WARRANTY OF FITNESS OR SUITABILITY FOR USE. Cocoa acknowledges that the Flowage and Storage Easement Area is within the Taylor Creek Reservoir and that all of the structures and facilities creating the impounded water in the Taylor Creek Reservoir are under the ownership or control of either the U.S. Army Corps of Engineers or the St. Johns River Water Management District or their successor entities. As such, Cocoa acknowledges that the Flowage and Storage Easement Area is in an "as is" condition, and that Grantor makes no representations or warranties as to the suitability of this area for the purposes sought by Cocoa, nor representations or warranties as to the yield of water from the TCR, and that Grantor has no duty to maintain or manage this area in any way to achieve the purposes sought by Cocoa, beyond the rights and responsibilities set forth in Paragraph 5 above and the Settlement Agreement.

[Intentionally Left Blank and Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

By:_____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

CITY OF COCOA, FLORIDA
a Florida municipal corporation,

By:_____
Henry U. Parrish III
Its: Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Anthony A. Garganese
City Attorney

Exhibit A

Description of the Flowage and Storage Easement Area

All of the land that falls on or below the 46' (NGVD 29 vertical datum) contour line in the following sections:

T24S R33E
-SE/4 of Section 36

T24S R34E
-S/2 of Section 30
-Section 31
-All of the W/2 of Section 32 west of the L-73 dike

T25S R33E
-E/2, and SW/4 of Section 1
-E/2, and SW/4 of Section 2
-NE/4 of Section 10
-E/2, and NW/4 of Section 11
-Section 12
-Section 13
-E/2 of Section 14
-SE/4 of Section 22
-Section 23
-W/2, and NE/4 of Section 24
-NW/4 of Section 25

T25S R34E
-All of Section 5 west of the L-73 dike
-Section 6
-Section 7
-All of Section 8 west of the L-73 dike
-All of Section 9 west of the L-73 dike
-All of Section 16 west of the L-73 dike
-W/2 of Section 17
-Section 18
-N/2 of Section 19
-E/2 of Section 20
-All of the W/2 of Section 21 west of the L-73 dike
-All of the W/2 of Section 28 west of the L-73 dike
-N/2, and all of the SE/4 of Section 29 west of the L-73 dike
-SE/4 of Section 30
As the 46' (NGVD 29 vertical datum) contour line is shown below:

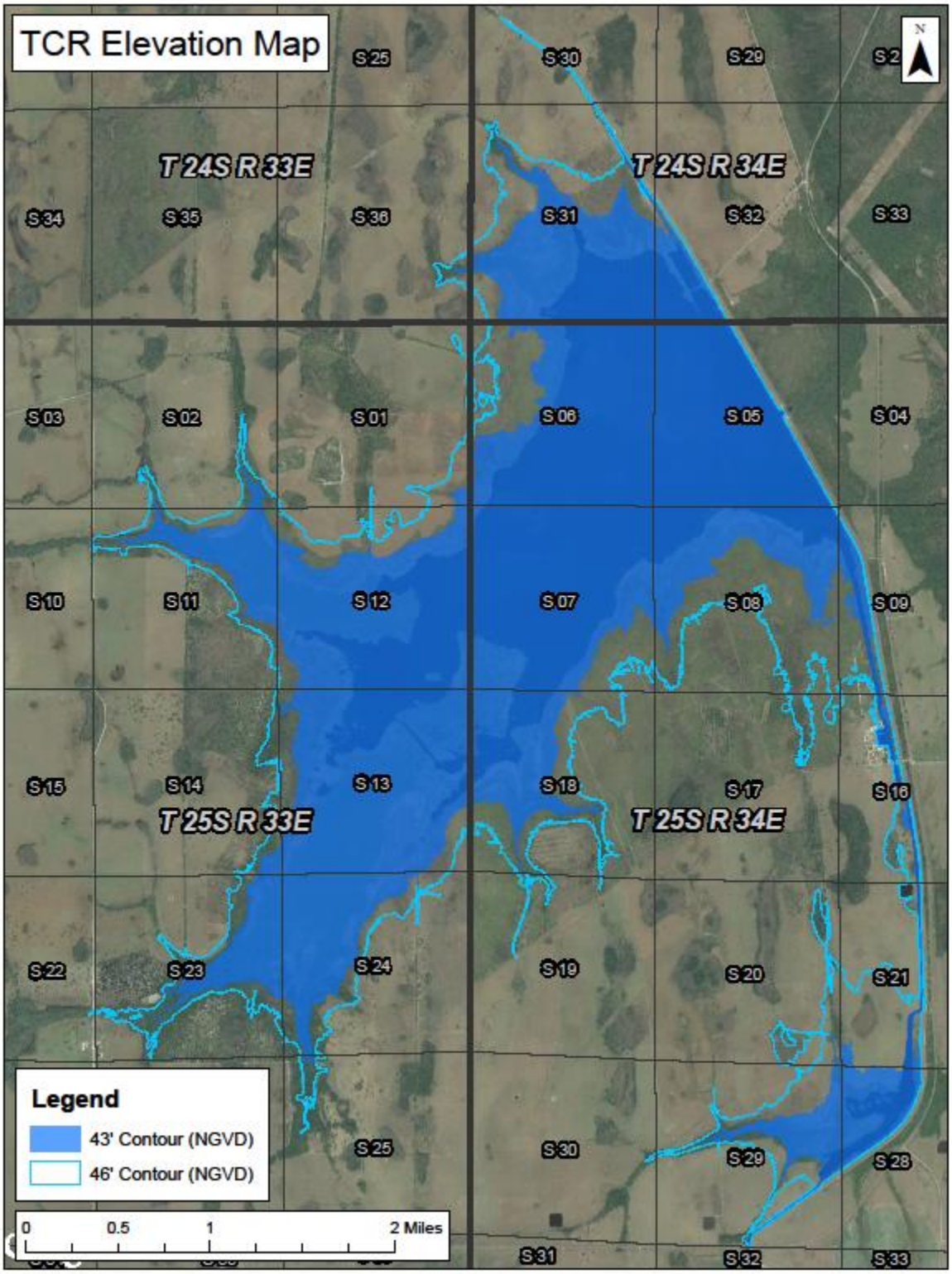

TCR Elevation Map
N
T 24S R 33E
T 24S R 34E
T 25S R 33E
T 25S R 34E
S 25
S 30
S 29
S 34
S 35
S 36
S 31
S 32
S 33
S 03
S 02
S 01
S 06
S 05
S 04
S 10
S 11
S 12
S 07
S 08
S 09
S 15
S 14
S 13
S 18
S 17
S 16
S 22
S 23
S 24
S 19
S 20
S 21
S 25
S 30
S 29
S 28
S 31
S 32
S 33
Legend
43' Contour (NGVD)
46' Contour (NGVD)
0
0.5
1
2 Miles

Exhibit B

Description of the Intake Structures Easement Areas
(Taken from 1993 Settlement Documents)

A parcel of land in Section 32, Township 24 South, Range 34 East, Orange County, Florida, being more particularly described as follows:

Commence at a 4 inch square concrete monument, being the Northeast corner of said Section 32; thence North 89 degrees 37 minutes 46 seconds West, 5340.89 feet along the North line of said Section 32, to a broken 6 inch square concrete monument, being the Northwest corner of said Section 32;

thence North 86 degrees 37 minutes 20 seconds West, 1786.16 feet; thence South 33 degrees 50 minutes 43 seconds East; 1249.34 feet; thence South 33 degrees 32 minutes 21 seconds East, 889.88 feet; thence South 33 degrees 29 minutes 12 or 11 seconds East, 1105.58 feet; thence South 33 degrees 29 minutes 10 seconds East, 1520.42 feet; thence South 12 degrees 42 minutes 36 seconds East, 1045.78 feet to the Point of Beginning;

thence South 00 degrees 00 minutes 02 seconds East, 1320.00 feet; thence North 89 degrees 59 minutes 58 second East, 1320.00 feet; thence North 00 degrees 00 minutes 02 seconds West, 1320.00 feet; thence South 89 degrees 59 minutes 58 seconds West, 1320.00 feet to the Point of Beginning.

The above described parcel contains 40.00 acres, more or less.

This instrument prepared by and record and return to:
_____
_____
_____
_____

MEMORANDUM OF AGREEMENT

The following parties have entered into a certain unrecorded First Amendment to Taylor Creek Reservoir Settlement Agreement dated June 23, 1993 (First Amendment) between the City of Cocoa, a municipal corporation of the state of Florida (City) and FARMLAND RESERVE INC., a Utah non-profit corporation (FRI), as successor in interest to the CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS (COP). A Memorandum of Agreement as to the Taylor Creek Reservoir Settlement Agreement dated June 23, 1993 (Original Settlement) was recorded in Book 4618 Page 1652 of the Official Records of Orange County, Florida and Book 1143 Page 2191 of the Official Records of Osceola County, Florida.

The First Amendment modifies the Original Settlement and includes certain use restrictions and contractual rights that touch and concern real property located in Orange County, Florida and Osceola County, Florida, the approximate boundaries of which are shown on the map attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

CITY OF COCOA, FLORIDA
a Florida municipal corporation,

By:_____
Henry U. Parrish III
Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Henry U. Parrish III, as Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

FARMLAND RESERVE, INC.
a Utah nonprofit corporation

By:_____
Don M. Sleight
Chief Executive Officer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Don M. Sleight as Chief Executive Officer of Farmland Reserve, Inc., a Utah nonprofit corporation, on its behalf. He [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

APPROVED AS TO FORM:

_____
Eric T. Olsen, Esq.
Counsel

Exhibit A

TCR Watershed in the following section/township/ranges and as shown below

Orange County

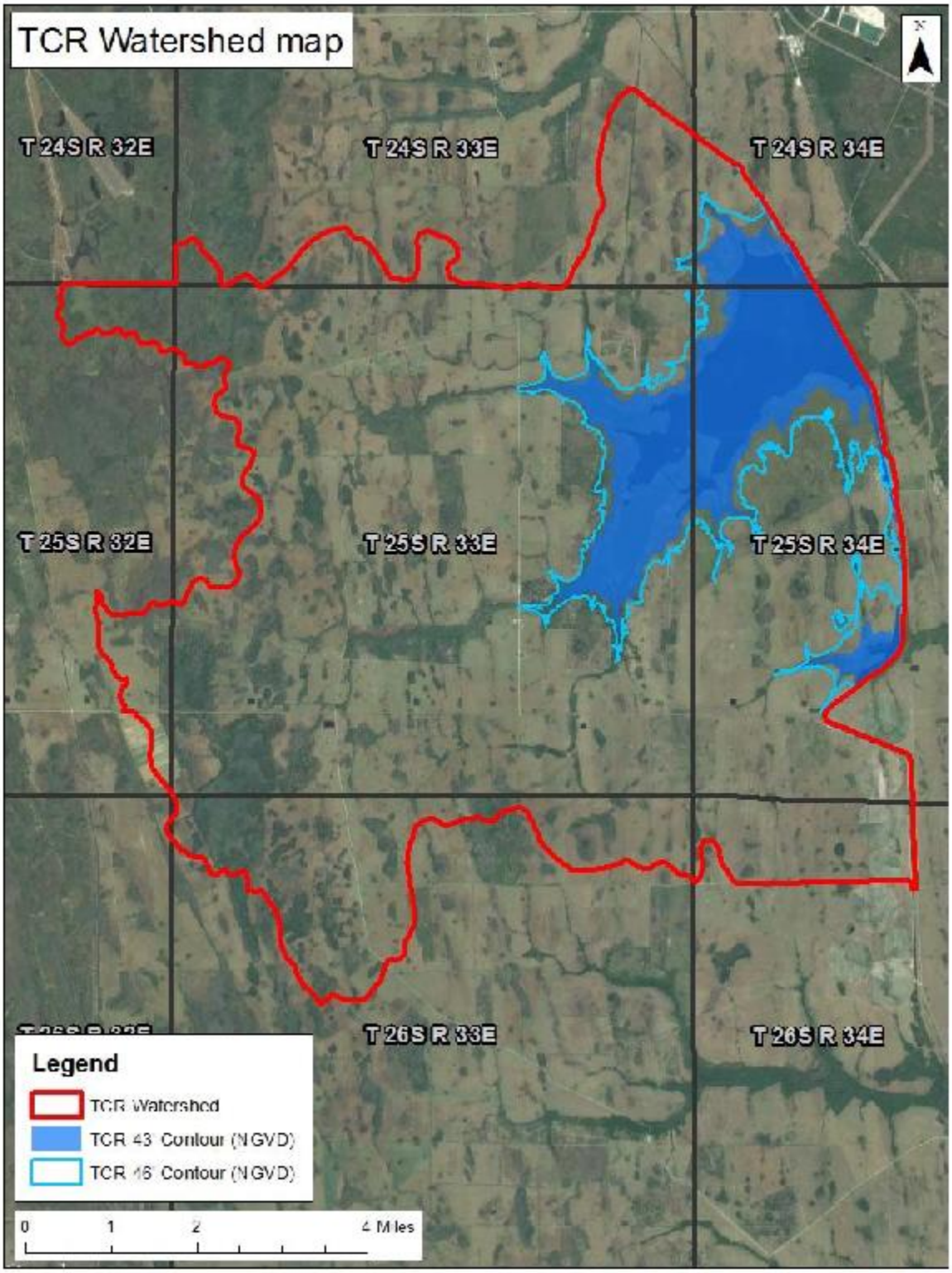
T24S R33E
-SE/4 of Section 36

T24S R34E
-S/2 of Section 30
-Section 31
-All of the W/2 of Section 32 west of the L-73 dike

Osceola County

T25S R33E
-E/2, and SW/4 of Section 1
-E/2, and SW/4 of Section 2
-NE/4 of Section 10
-E/2, and NW/4 of Section 11
-Section 12
-Section 13
-E/2 of Section 14
-SE/4 of Section 22
-Section 23
-W/2, and NE/4 of Section 24
-NW/4 of Section 25

T25S R34E
-All of Section 5 west of the L-73 dike
-Section 6
-Section 7
-All of Section 8 west of the L-73 dike
-All of Section 9 west of the L-73 dike
-All of Section 16 west of the L-73 dike
-W/2 of Section 17
-Section 18
-N/2 of Section 19
-E/2 of Section 20
-All of the W/2 of Section 21 west of the L-73 dike
-All of the W/2 of Section 28 west of the L-73 dike
-N/2, and all of the SE/4 of Section 29 west of the L-73 dike
-SE/4 of Section 30


TCR Watershed map
T 24S R 32E
T 24S R 33E
T 24S R 34E
T 25S R 32E
T 25S R 33E
T 25S R 34E
T 26S R 33E
T 26S R 34E
Legend
TCR Watershed
TCR 43 Contour (NGVD)
TCR 46 Contour (NGVD)
0
1
2
4 Miles

As well as the land within the Restricted Area (as defined in the Original Settlement) that is approximately north and east of the TCR Watershed boundary to the City's Dyal Water Treatment Plant which is located in Section 20, Township 24 South, Range 34 East in Orange County, Florida. Said lands are located within Sections 20, 29, and 32, Township 24 South, Range 34 East in Orange County, Florida.

SETTLEMENT AGREEMENT FOR JOINT VOLUNTARY DISMISSAL

This Settlement Agreement for Joint Voluntary Dismissal ("Agreement"), is made and entered into this _____ day of _____ , 20__, by and between the St. Johns River Water Management District ("District"), whose mailing address is 4049 Reid Street, Palatka, FL 32177, and Farmland Reserve, Inc., a foreign not-for-profit corporation authorized to conduct its business in the State of Florida, with its principal office at 79 S. Main Street, Suite 1100, Salt Lake City, Utah 84111 ("FRI").

RECITALS

WHEREAS, the District is the successor in interest to certain easements from FRI's predecessor in title, Deseret Farms of Florida, Inc., pursuant to which the District and the United States Army Corps of Engineers previously constructed a reservoir commonly known as the Taylor Creek Reservoir ("Reservoir") located on real estate owned by FRI in Orange County and Osceola County, Florida; and

WHEREAS, those easements are more particularly described as follows: (1) Flowage and Storage Easement dated February 16, 1967, recorded in Official Records Book 1622, page 671, Orange County, Florida; (2) Flowage and Storage Easement dated March 11, 1969 recorded in Official Records Book 202, page 747, Osceola County, Florida; (3) Right of Way and Floodway Easement dated February 16, 1967, recorded in Official Records Book 1622, page 663, Orange County, Florida, superseded in whole or in part by Right of Way and Floodway Easement dated March 11, 1969, recorded in Official Records Book 1947, page 1022, Orange County, Florida, and (4) Right of Way and Floodway Easement dated March 11, 1969, recorded in Official Records Book 202, page 716, Osceola County, Florida (the "Easements"); and

WHEREAS, a dispute has arisen between the parties as to the scope of the Easements with respect to the District's alleged rights under these Easements to use the Reservoir to store and release water to public or private utilities for public supply, industrial, and other purposes as more particularly set forth in the District's First Amended Complaint for Declaratory Relief ("FAC"); and

WHEREAS, as a result of said dispute regarding the Easements there is currently pending in the Circuit Court of the Ninth Judicial Circuit of Florida a lawsuit involving the FAC, and a Counterclaim filed by FRI regarding the Easements and other rights alleged by FRI, all filed in Case No. 2009-CA-21687-0 (the "Lawsuit"); and

WHEREAS, FRI has executed several agreements with public and private public water supply utilities desirous of utilizing the Reservoir to store and release water for public supply, industrial, agricultural and other purposes which agreements are listed on Exhibit A to this Agreement (the "TCR/SJR Project Agreements"); and

WHEREAS, among the TCR/SJR Project Agreements, the District has executed the Drainage, Flowage and Storage Easement Agreement for Public Water Supply and the TCR/SJR Project Land Trust Agreement to reflect certain rights the District has as set forth in those documents; and

WHEREAS, the parties acknowledge that the District is not a party to most of the TCR/SJR Project Agreements and is not bound by the proposed provisions in any of the agreements it is not a party to, particularly with respect to the issuance of consumptive use permits pursuant to chapter 373, Florida Statutes; and

WHEREAS, the parties acknowledge that the District has reviewed or is aware of the aforementioned agreements and is either supportive of or does not object to said agreements;

and

WHEREAS, the District has received written requests from the City of Cocoa, Orange County, Orlando Utilities Commission, East Central Florida Services, Inc., and Tohopekaliga Water Authority that SJRWMD dismiss the Lawsuit with said dismissal to occur within 60 days after execution of the TCR/SJR Project Agreements and the grant by FRI of an easement to the City of Cocoa and a Public Water Supply Easement In Trust to Cocoa, even though the dismissal will occur be before all of those entities have irrevocably committed to all phases of the TCR/SJR Project; and

WHEREAS, in light of the foregoing, the parties are desirous of stipulating to a voluntary dismissal of the District's FAC and FRI's Counterclaim in the Lawsuit, further evidenced by a proposed Joint Stipulation for Voluntary Dismissal With Prejudice and proposed Stipulated Final Judgment.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be mutually bound, hereby agree as follows:

1. The above recitals are true and correct and are hereby incorporated into this Agreement as legally binding provisions.

2. This Agreement shall be effective on the date of execution by the last party to execute this Agreement, which date shall be entered above ("Effective Date").

3. No later than 60 business days after the Effective Date and the grant by FRI of the Drainage Flowage and Storage Easement Agreement for Public Water Supply to Cocoa and the Drainage, Flowage and Storage Easement Agreement for Public Water Supply, whichever date occurs last, the parties shall sign and file the Joint Stipulation for Voluntary Dismissal, With

Prejudice, in the form attached hereto as Exhibit "B" provided that FRI has recorded in the public records the aforementioned Drainage, Flowage and Storage Easement Agreement for Public Water Supply and provided a copy of the recorded document to the District. Within 5 business days of filing the foregoing Joint Stipulation, the parties shall present to the Court for entry the Stipulated Final Judgment in the form attached hereto as Exhibit "C".

4. The District shall not, in the future, raise or assert in any judicial forum any of the claims or requests for relief set forth in the FAC against FRI or its successors or assigns.

5. FRI shall not, in the future, raise or assert in any judicial forum any of the counterclaims for relief set forth in the Counterclaim against the District or its successors or assigns.

6. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties.

7. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County, Florida; and (2) each party shall bear its own attorney's fees and costs, including appeals.

8. Each party shall bear its own costs and attorney's fees with regard to the Lawsuit.

9. This Agreement is binding upon the parties, their successors and assigns.

10. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

IN WITNESS WHEREOF, the District has caused to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and FRI has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives.

Signed, sealed and delivered in the presence of:

_____
Print Name: _____

_____
Print Name: _____

ATTEST:
By: _____
Title: William Abrams, General Counsel

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____
Print Name: _____
Title: _____
Date: _____

Approved as to form and content:

By:_____
Title: _____

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing Settlement Agreement for Joint Voluntary Dismissal was acknowledged before me this_____day of _____, 20__, by _____, _____ of the St. Johns River Water Management District, who is personally known to me.

_____
NOTARY PUBLIC
State of Florida at Large
Print name:
My Commission expires:

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

_____
Print Name: _____
_____

By: _____
Print Name:_____

FARMLAND RESERVE, INC.,
a foreign not-for-profit corporation

By:_____
Don M. Sleight
Chief Executive Officer

STATE OF _____
COUNTY OF _____

The foregoing Settlement Agreement for Joint Voluntary Dismissal was acknowledged before me this____ day of _____ , 20__, by _____, _____ of Farmland Reserve, Inc., who is personally known to me.

_____
NOTARY PUBLIC
State of _____at Large
Print name:_____
My Commission expires:

(NOTARY SEAL)

EXHIBIT "A"

LIST OF TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT AGREEMENTS

1. TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT TRANSMISSION LINE AGREEMENT.

2. TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PERMITTING AGREEMENT.

3. TAYLOR CREEK RESERVOIR/ST JOHNS RIVER WATER SUPPLY PROJECT GENERAL IMPLEMENTATION AGREEMENT.

4. TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT WHOLESALE WATER SUPPLY CONTRACT.

5. DRAINAGE, FLOWAGE AND STORAGE EASEMENT AGREEMENT FOR PUBLIC WATER SUPPLY.

6. TCR/SJR PROJECT LAND TRUST AGREEMENT.

EXHIBIT "B"

IN THE CIRCUIT COURT FOR THE NINTH
JUDICIAL CIRCUIT, ORANGE COUNTY, FLORIDA

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT,

Plaintiff/Counter-defendant,

v.

FARMLAND RESERVE, INC., a
not-for-profit Utah Corporation,

Defendant/Counter-plaintiff.

_____/

CASE NO. 2009-CA-21687-0
Division: 43

Complex Business
Litigation Court

JOINT STIPULATION FOR VOLUNTARY DISMISSAL, WITH PREJUDICE

The Plaintiff/counter-defendant, St. Johns River Water Management District ("District"), and Defendant/counter-plaintiff, Farmland Reserve, Inc., ("Farmland"), through their undersigned counsel, and pursuant to Fla.R.Civ.P. 1.420(a)(1), hereby jointly stipulate to the following:

1. The District hereby voluntarily dismisses, with prejudice, its First Amended Complaint, filed on October 28, 2011.

2. Farmland hereby voluntarily dismisses, with prejudice, its Counterclaim to the District's First Amended Complaint, filed on February 6, 2012.

3. Each party agrees that it shall bear its own costs and attorney's fees for all proceedings in the above-styled cause.

4. The parties request the Court to enter the Stipulated Final Judgment, in the form attached hereto.

By:_____
William Abrams
Florida Bar No. 0159735
babrams@sjrwmd.com
4049 Reid Street
Palatka, Florida 32177
Tel: (386) 329-4568
Fax: (386) 329-4485

DATED: _____

and

Sherry G. Sutphen
Florida Bar No. 399681
ssutphen@bellroperlaw.com
Co-Counsel for District
Bell & Roper, P.A.
2707 E. Jefferson Street
Orlando, FL 32803
Tel: (407) 897-5150

Attorneys for St. Johns River Water Management District

By: _____
Scott J. Johnson
Florida Bar No. 0181496
scott.johnson@hklaw.com
Suzanne E. Gilbert
Florida Bar No. 0094048
suzanne.gilbert@hklaw.com
Min K. Cho
Florida Bar No. 754431
min.cho@hklaw.com
HOLLAND & KNIGHT LLP 200
South Orange Avenue, Suite 2600
Orlando, FL 32801
Tel: (407) 244-1120
Fax: (407) 244-5288

DATED: _____

and

Eric T. Olsen
Florida Bar No. 823120
erico@hhgslaw.com
Co-Counsel for Farmland
HOPPING, GREEN & SAMS, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301
P.O. Box 6526
Tallahassee, FL 32314-6526
Telephone: (850) 222-7500
Facsimile: (850) 224-8551

Attorneys for Farmland Reserve, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, 20__, I electronically filed the foregoing Stipulation for Voluntary Dismissal, With Prejudice, with the Orange County Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/Scott J. Johnson
Scott J. Johnson

EXHIBIT "C"

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT, ORANGE COUNTY, FLORIDA

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT,

Plaintiff/Counter-defendants,

CASE NO. 2009-CA-21689-O
Division: 43

v.

FARMLAND RESERVE, INC., a
Not-for-profit Utah Corporation,

Complex Business
Litigation Court

Defendant/Counter-plaintiff.
_____/

STIPULATED FINAL JUDGMENT

This cause coming before the Court upon the Joint Stipulation for Voluntary Dismissal, With Prejudice ("Joint Stipulation") signed on behalf of the parties, and the Court having reviewed the Joint Stipulation, and finding it in proper form, and having heard statement of counsel, and otherwise being duly informed, ORDERS and ADJUDGES that:

This Stipulated Final Judgment ("Final Judgment") is hereby entered. Pursuant to this Final Judgment, the Plaintiff's First Amended Complaint filed on October 28, 2011, and Defendant's Counterclaim filed on February 6, 2012, are hereby dismissed with prejudice, with each party to bear its own attorney's fees and costs for all proceedings in this cause.

DONE and ORDERED in Chambers at Orlando, Orange County, Florida, this ____ day of _____, 2017.

_____
Julie H. O'Kane, Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a conformed copy of the foregoing Stipulated Final Judgment has been furnished by e-mail delivery, this _____ day of _____, 2017, to:

William Abrams
babrams@sjrwmd.com
4049 Reid Street
Palatka, Florida 32177

Sherry G. Sutphen
ssutphen@bellroperlaw.com
Co-Counsel for District
Bell & Roper, P.A.
2707 E. Jefferson Street
Orlando, FL 32803

Scott J. Johnson
scott.johnson@hklaw.com
Suzanne E. Gilbert
suzanne.gilbert@hklaw.com
Min K. Cho
min.cho@hklaw.com
HOLLAND & KNIGHT LLP
200 South Orange Avenue, Suite 2600
Orlando, FL 32801

Eric T. Olsen
erico@hhgslaw.com
HOPPING, GREEN & SAMS, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301
P.O. Box 6526
Tallahassee, FL 32314-6526

_____
Judicial Assistant/Attorney

Legislation Details (With Text)

File #:	17-335	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/26/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Approve Continuation of Work under Task Order 41 with CDM Smith, Inc. to provide SCADA System Programming Services for the Sellers VTSCADA System, LCP's and RTU's on an as needed basis; To Approve Amendment #2 to Task Order 41 to Extend Service Time; To Approve a Resolution Amending the FY2017 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	T.O. 2017-41.2 and Proposal Amendment to Purch Agmt #3 Agreement Resolution Budget Adjustment CDM- FY 2017 BAF-UT-EXTENDED SERVICES (8-22-17)~ Agenda 17-335.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 26, 2017
Agenda Date: August 22, 2017
Prepared By: Don Stevens, Sellers WRF Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Continuation of Work under Task Order 41 with CDM Smith, Inc. to provide SCADA System Programming Services for the Sellers VTSCADA System, LCP's and RTU's on an as needed basis; To Approve Amendment #2 to Task Order 41 to Extend Service Time; To Approve a Resolution Amending the FY2017 Budget

BACKGROUND:

On October 16, 2016, the City Manager approved Task Order 41 with CDM Smith, Inc., in the amount of $49,000 to provide SCADA system programming services for VTSCADA system, LCP's and RTU's on as needed basis.

On February 28, 2017 City Council approved Amendment #1 to T.O. 41 (Change Order #1 to P.O. 69171) in the amount of $21,500.

Staff would like to extend the services of CDM Smith under T.O. 41 with Amendment #2 in the amount of $26,000. Inadvertently P.O. 69171 was closed and their services are needed through the

end of the fiscal year. Staff will issue a new Purchase Order upon City Council approval of Amendment #2 to Task Order 41.

Staff request approval of Amendment #2 to T.O. 41 and resolution to amend the FY2017 budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$26,000
Account Number	421-4120-536-46-00
Account Name	Repairs/Maintenance
Source of Funds:	421-4120-536-46-02

PREVIOUS ACTION:

On October 16, 2016, the City Manager approved Task Order 41 with CDM Smith, Inc., in the amount of $49,000.

On February 28, 2017 City Council approved Amendment #1 to T.O. 41 (Change Order #1 to P.O. 69171) in the amount of $21,500.

RECOMMENDED MOTION:

To Approve Continuation of Work under Task Order 41 with CDM Smith, Inc. to provide SCADA System Programming Services for the Sellers VTSCADA System, LCP's and RTU's on an as needed basis; To Approve Amendment #2 to Task Order 41 to Extend Service Time; To Approve a Resolution Amending the FY2017 Budget.

powered by Legistar™

Task Order Request Form

ENGINEERING SERVICES FOR WASTEWATER TREATMENT AND DISPOSA

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-10-COC **Vendor:** CDM Smith, Inc.

Dept./Division Name: Utilities/Sellers **Requestor:** Rabun (Don) Stevens Digitally signed by Rabun (Don) Stevens Date: 2016.10.13 10:27:44 -04'00' **Date:** 10/13/16

Project Number: **Title:** Superintendent

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. 2017-41.2 **Requested Amendment Amount:** $ 26,000.00

Original Task Order Amount: $ 49,000.00 **Total Revised Amount including all Amendments:** $ 96,500.00

Total number of Amendments including this one: 2

Quote/Proposal #: Task Order #41 **Dated:** 10/13/16 **Amount:** $ 26,000.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.08.01 16:28:46 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

This amendment is for extended service time. Engineer will provide any other as needed services requested by the Sellers staff. No work will proceed without authorization from Sellers staff.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☐ No

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-41.2

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 8/2/17 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.08.02 10:46:43 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: **Signature:** **Title:** City Manager

John A. Titkanich, Jr., AICP

1) **Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.**
2) **Director: review and approve, forward both to Procurement Card Coordinator (PCC).**
3) **PCC: assign a Task Order No. and forward everything to Purchasing Manager.**
4) **Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.**
5) **City Manager: review all documents (if under $50K), approve and forward to PCC.**
6) **PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.**

AMENDMENT TO TASK ORDER NO. 41 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER

This is an Amendment to Task Order No. 41 attached to and made part of the Agreement May 27, 2008, between CDM Smith, Inc. (ENGINEER) and City of Cocoa (OWNER).

This Task Order Amendment describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Amendment known as:

WRF SCADA Maintenance – Additional 2017 Services (the "Project").

1. Project Background

The OWNER operates the Jerry Sellers Water Reclamation Facility (WRF) and numerous remote sites which utilize a plant SCADA system consisting of VTScada system, Allen-Bradley Local Control Panels (LCPs), and Motorola MOSCAD L and ACE 3600 Remote Terminal Units (RTUs). These SCADA system components require regular maintenance and upgrades. This scope of services is for programming and as needed services necessary to maintain the equipment.

2. Scope of Services

ENGINEER shall provide for OWNER the following specific services:

Task 1 - SCADA Programming

The ENGINEER will provide SCADA system programming services for the OWNER's VTScada system, LCPs and RTUs on an as needed basis. ENGINEER will provide these services as requested by the OWNER on an hourly basis. No work will proceed without authorization from the OWNER.

Task 2 – As Needed Services

The ENGINEER will provide any other as needed services requested by the OWNER on an hourly basis. No work will proceed without authorization from the OWNER.

3. Time Schedule

Services under this task order will be provided at the request of the OWNER through September 30, 2017. During normal business hours (Monday through Friday, 8 AM to 5 PM) ENGINEER will respond to OWNER's request within two hours of request by OWNER. During non-business hours ENGINEER will respond to OWNER's request within four hours.

4. Compensation and Invoicing

Compensation for services of ENGINEER described above will be billed based on actual time incurred in accordance with the Billing Rates provided in Attachment B of the Master Services Agreement. Reimbursable expenses will be billed at actual costs in accordance with the Agreement referenced above. The upper limit of this Amendment is $26,000. This Amendment increased the upper limit of Task Order No. 41 to $96,500.

OWNER	ENGINEER
_____	_____
By:	By: Eric J. Grotke, P.E., BCEE
Title:	Title: Vice President

Approved by Council on 05/23/2017 Item #VIII.4 (17-127)

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

RFQ-08-10-COC

Engineering Services for Wastewater Treatment & Disposal Systems

AMENDMENT #3

This amendment to the purchase agreement for Engineering Services for wastewater treatment & disposal systems is made and entered into as of March 2, 2017 by and between the **City of Cocoa** and **CDM Smith, Inc., 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751.**

The agreement, entered into on May 27, 2008 is hereby amended to renew for twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Exhibit-A (attached) commencing on May 27, 2017 and terminating on May 26, 2019.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

CDM SMITH, INC.	**CITY OF COCOA**
By: Eric J. Grotke	**By:** **Henry U. Parrish III**
(Name) Printed	(Name) Printed
Vice President	**Mayor**
(Title)	(Title)
Signature 3/2/17 Date	Signature 5/23/17 Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator
Ben Hayner, Engineering Manager
Don Stevens, Superintendent

EXHIBIT - A

CDM SMITH, INC.
3rd AMENDMENT RATE SCHEDULE

PROFESSIONAL SERVICES RATES (PER HOUR)

Officer	$200.00
Principal/Associate	$170.00
Senior Professional	$150.00
Professional II	$125.00
Professional I	$100.00

PROFESSIONAL SUPPORT SERVICES RATES (PER HOUR)

Senior Support Services	$115.00
Staff Support Services	$ 90.00

FIELD SERVICES RATES (PER HOUR)

Senior Professional	$110.00
Professional	$ 85.00

PROJECT SUPPORT SERVICES RATES (PER HOUR)

Project Administration	$ 85.00

OTHER DIRECT REIMBURSABLE EXPENSES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylar's	$25.00 per sheet
Mileage	$ 0.575 per mile
Postage/Courier and Overnight Delivery Charges	(Actual expenses incurred by CDM)
Travel	(Actual expenses incurred by CDM)

SUBCONTRACTORS CHARGES

The City agrees to pay CDM Smith, Inc. the actual cost of expenses incurred in connection with any Subcontractor in connection with any Task Order. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent Subcontracts.

AGREEMENT FOR ENGINEERING SERVICES FOR WASTEWATER TREATMENT AND DISPOSAL SYSTEMS

THIS AGREEMENT is made and entered into this 5/27 day of 2008, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 603 Brevard Avenue, Cocoa 32922, and **CAMP DRESSER & MCKEE, Inc**, a Foreign corporation, authorized to conduct business in the State of Florida, whose address is _____ hereinafter referred to as "Engineer".

WITNESSETH:

WHEREAS, City wishes to obtain engineering services for wastewater treatment and disposal systems on a continuing basis; and

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the FIFTH (5th) anniversary of the Effective Date. The Parties shall have the option to extend the term for three (3) additional two (2) year renewals. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

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

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

c. "Engineer" shall mean Camp Dresser & Mckee, Inc., and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. If a site visit by Engineer is needed to generate the scope document, Engineer shall request approval prior to visiting the site. The City will review the Task

Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any project related to the City's wastewater treatment and disposal system and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. If a Task Order has been entered into

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1,5.2 and 5.3 above, City agrees to pay Engineer the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

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

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

8.1 Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a) Professional Liability: Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence, or the in the amount of the highest pending Task Order, whichever is greater.

b) The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

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

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal

or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

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

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

14.3 Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

17.2 Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to paragraph 17.0 Default; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer

Camp Dresser & McKee, Inc.
Attention: Mark Burgess
2301 Maitland Center Parkway, Suite 300
Maitland, FL 32751
(407) 660-2552

For City:

City of Cocoa/ Utilities Department
Attention: Utilities Director
600 School Street
Cocoa, Florida 32922
(407)639-7671 FAX: (407)639-7663

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

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). Engineer either guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the Contract Documents. For this Agreement only, construction

sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and it Subconsultants, if any, certifies that:

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

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

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

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

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

CITY:
CITY OF COCOA, FLORIDA

By: Michael C. Blake
Michael C. Blake, Mayor

ENGINEER:
CAMP DRESSER & MCKEE, INC.:

By: Mark A Burgess
Print Name/Title: Mark A. Burgess
Vice President

ATTEST:

By: Joan Clark
Joan Clark, City Clerk

RESOLUTION NO. 2017-75

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 this 22nd day of August, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: Utilities

DATE PREPARED: 04/10/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 26,000)	421-4120-536.46-02		REPAIRS/MAINT BULIDINGS	$ 100,850	$ 96,092	$ 70,092	$ 52,416
$ 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
($ 26,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 26,000	421-4120-536.46-00		REPAIRS & MAINTENANCE	$ 288,522	$ 271,875	$ 297,875	$ 58,056
$ 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
$ 26,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Staff would like to extend the services of CDM Smith under Task Order 41 with Amendment #2 in the amount of $26,000. Inadvertently P.O. 69171 was closed and their services are needed through the end of the fiscal year. Staff will issue a new Purchase Order upon City Council approval of Amendment #2 to Task Order 41. Agenda File ID 17-335

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) **DATE APPROVED:** 08/22/17 **RESOLUTION #:** 2017-75

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.

8/1/17	Rabun (Don) Stevens — Digitally signed by Rabun (Don) Stevens Date: 2017.08.01 14:19:03 -04'00'	8/2/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.08.02 10:27:51 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/1/17	John "Jack" Walsh — Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.08.01 15:03:57 -04'00'	8/2/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.08.02 11:05:54 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	17-278	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Public Hearing
File created:	6/19/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Pursuant to Resolution No. 2016-87, approve Resolution No. 2017-73 temporarily suspending the automatic five percent (5%) annual rate increase to City utility charges and usage rates for FY 2017/2018 only and accepting Stantec's (Burton & Associates') FY 2017/2018 Utility Rate Study, validating in lieu of a five percent increase, the implementation of a four percent (4%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2017 through September 30, 2018; and provide for the update of the Utilities Handbook and the City Code. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2016-87 (Revising the Water, Sewer, and reclaimed water charges _ usage rat FY 2018 Annual Rate Increase - Exhibit A Resolution 2017-73.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 19, 2017
Agenda Date: August 22, 2017
Prepared By: Jessica Dovale, Utility Customer Service Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Pursuant to Resolution No. 2016-87, approve Resolution No. 2017-73 temporarily suspending the automatic five percent (5%) annual rate increase to City utility charges and usage rates for FY 2017/2018 only and accepting Stantec's (Burton & Associates') FY 2017/2018 Utility Rate Study, validating in lieu of a five percent increase, the implementation of a four percent (4%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2017 through September 30, 2018; and provide for the update of the Utilities Handbook and the City Code.

BACKGROUND:

After a duly noticed public hearing, the City Council adopted Resolution No. 2016-87 establishing utility rate charges for water, sewer, reclaimed water, and fire lines and hydrants. Resolution No. 2016-87 also established an automatic five percent (5%) annual rate adjustment to said charges effective October 1, 2017 and ending with the last adjustment on October 1, 2025. However, Section 4 of Resolution No. 2016-87 further provides that the annual 5% adjustment is subject to suspension or reduction by the City Council on an annual basis prior to the effective date of the automatic annual

adjustment based upon Council's periodic evaluation of the financial management plan of the City's Utility System, particularly the updated revenue and expenses, as well as changes in economic conditions, water consumption, regulatory requirements and other factors.

A comprehensive rate study during FY 2017 prepared by Stantec (Burton & Associates) and is presented to City Council for review. The rate study recommends the implementation of a four percent (4%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates for FY 2017/2018.

The annual rate increase is intended to fund the capital improvements necessary to repair and maintain the aging utilities infrastructure, as analyzed by the City's utility engineering consultant CH2M Hill, and the City's rate consultant Stantec, (Burton & Associates). Utility capital improvement projects are large, long-term projects requiring dedicated funding sources for debt service for a defined period of time.

The current and proposed FY 2017/2018 rates are provided in Exhibit A.

Given the study, City staff is recommending the City Council exercise the rate provision set forth in Section 4 of Resolution No. 2016-87, and temporarily suspend the automatic five percent (5%) for Fiscal Year 2017/2018 only and reduce the increase to 4% for Fiscal Year 2017/2018.

Pursuant to the terms and conditions of Resolution No. 2016-87, the automatic five percent (5%) rate increase will resume next fiscal year subject to the City Council's annual review.

The Utility Adjustment Board met on July 26, 2017 and unanimously approved the rate increase of four percent (4%).

STRATEGIC PLAN CONNECTION:

This item addresses the strategic issue of Financial Stability by developing a financially sustainable revenue base to support and deliver high quality municipal services and to fund the capital improvements necessary to repair and maintain the aging utilities infrastructure.

BUDGETARY IMPACT:

Estimated FY 2018 budgeted revenues calculated at a 4% rate increase:

421-0000-343-31-00	Water Sales	$46,113,775
421-0000-343-51-00	Sewer Sales	$ 5,108,310
421-0000-343-60-00	Reuse Sales	$ 332,851
421-0000-343-36-00	Water Hydrant Fees	$ 2,608,291

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PREVIOUS ACTION:

FY2011

On September 14, 2010, City Council approved Resolution No. 2010-123 to increase water, wastewater, reclaimed water and water impact fees annually by a five percent (5%) increase effective October 1 of each year beginning in October 2010, subject to annual review by the City Council before the rate increase is implemented.

FY2012

On June 6, 2011, City Council approved Resolution No. 2011-051, to include fire lines and hydrants (fire protection services) fees as part of the list of charges set forth in Section 5 of Resolution No. 2010-123, thus also increasing fire lines and hydrants fees annually by a five percent (5%) increase effective October 1 of each year beginning in October 2011.

On August 23, 2011, City Council approved Resolution No. 2011-084 suspending the annual 5% rate adjustment and approved an alternate rate increase for FY2012 only of 5.5% for potable water, 1% increase for waste water, 5% for hydrants and fire lines, and reclaimed water would not increase.

FY2013 & FY2014

Pursuant to the terms of Resolution No. 2011-084, the annual 5% rate increase originally adopted by Resolution No. 2010-123 was implemented for FY 2013 and FY 2014 following the review and validation by City Council each year.

FY2015

The FY2014 rate study prepared by Burton & Associates denoted that with the rate of execution of capital projects, the City could postpone the annual rate increase for one year resulting in no rate increase for FY2015.

FY2016

On September 8, 2015, the City Council approved Resolution No. 2015-061 to increase water, fire lines, hydrant, wastewater, reclaimed water fees annually by a three percent (3%) increase, repealing all prior inconsistent resolutions and as denoted in the FY2015 rate study by Burton & Associates, effective October 1 of each year beginning in October 2015, subject to annual review by the City Council before the rate increase is implemented.

FY2017

On August 23, 2016, the City Council approved Resolution No. 2016-087 to increase water, fire lines, hydrant, wastewater, reclaimed water fees annually by a five percent (5%) increase, repealing all prior inconsistent resolutions and as denoted in the FY2016 rate study by Burton & Associates, effective October 1 of each year beginning in October 2016, subject to annual review by the City Council before the rate increase is implemented.

RECOMMENDED MOTION:

Pursuant to Resolution No. 2016-87, approve Resolution No. 2017-73 temporarily suspending the automatic five percent (5%) annual rate increase to City utility charges and usage rates for FY 2017/2018 only and accepting Stantec's (Burton & Associates') FY 2017/2018 Utility Rate Study, validating in lieu of a five percent increase, the implementation of a four percent (4%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2017 through September 30, 2018; and provide for the update of the Utilities Handbook and the City Code.

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RESOLUTION NO. 2016- 87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA REVISING WATER, SEWER AND RECLAIMED WATER CHARGES AND USAGE RATES; PROVIDING FOR THE UPDATE OF THE CITY CODE; PROVIDING FOR ANNUAL INCREASES ON OCTOBER 1ST; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 22-41 of the Cocoa City Code provides that the City Council, by resolution, shall establish or amend from time to time the charges for service and water usage for water, sewer and reclaimed water; and

WHEREAS, after careful consideration and deliberation, and consideration of the comprehensive rate study prepared by Burton & Associates, dated August 17, 2016, the City Council deems it is in the best interests of the public health, safety and welfare of its citizens and other users of the City's utility system to revise the rates and charges for reclaimed, water, wastewater , fire lines and hydrant service as set forth herein, which are hereby found to be just and equitable.

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

Section 1. Incorporation of Recitals. The foregoing recitals are deemed to be true and accurate and are hereby fully incorporated herein by this reference.

Section 2. Adoption of Rates and Charges; Ratification of Prior Rates and Charges.

(a) The utility rate charges for water, sewer, reclaimed water, and fire lines and hydrants which are set forth in EXHIBIT "A" are hereby adopted by the City Council. EXHIBIT "A" is attached hereto and fully incorporated herein by this reference.

(b) All prior utility rate charges for water, sewer, reclaimed water, and fire lines and hydrants previously imposed by the City Council and charged to utility customers are hereby found to have been just and equitable and are hereby ratified by the City Council as lawfully imposed charges of the City.

Section 3. Incorporation into City Code. The City Clerk is hereby instructed to fully incorporate the amendments stated in sections 2(a) into the schedule of rates and charges set forth in Sections 22-18 and 22-26 of the City Code and into the Utilities Handbook forthwith and any section or paragraph number or letter and any heading therein may be changed or modified as necessary to effectuate the foregoing.

Section 4. Annual Rate Adjustment. The water, sewer, reclaimed and fire lines and hydrant charges adopted in Section 2(a) of this Resolution shall be automatically adjusted annually by a

five (5) percent increase to said charges. The annual adjustment shall be effective on October 1 of each year beginning with the first adjustment on October 1, 2017 and ending with the last adjustment on October 1, 2025. Notwithstanding, the annual adjustment permitted under this Section 4 shall be subject to suspension or reduction by the City Council on an annual basis prior to the effective date of the automatic annual adjustment. Any suspension or reduction shall be based on the City Council's periodic evaluation of the financial management plan of the City's Utility System, particularly the updated revenue and expenses, as well as changes in economic conditions, water consumption, regulatory requirements and other factors.

Section 6. Repeal of Prior Inconsistent Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 7. 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 8. Effective Date. This Resolution has become effective immediately upon adoption of the City Council of the City of Cocoa, Florida; however, the adjustments to the water, sewer, reclaim, and fire lines and hydrant charges set forth in Section 2(a) shall become effective on October 1, 2016.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 23 day of August, 2016.

HENRY U. PARRISH, MAYOR

CARRIE SHEALY, CITY CLERK

Water Monthly Fixed Charges and Usage Charges

	Current Charge		Proposed Charge	
	Inside Cocoa	Outside Cocoa	Inside Cocoa	Outside Cocoa
Fixed Monthly Charge – Water				
.75 inch meter	$13.66	$15.03	$14.34	$15.77
1.0 inch meter	$33.07	$36.38	$34.72	$38.19
1.5 inch meter	$59.98	$65.98	$62.98	$69.28
2.0 inch meter	$150.04	$165.04	$157.54	$173.29
3.0 inch meter	$360.16	$396.18	$378.17	$415.99
4.0 inch meter	$540.25	$594.28	$567.26	$623.99
6.0 inch meter	$1,020.51	$1,122.56	$1,071.54	$1,178.69
8.0 inch meter	$1,418.26	$1,560.09	$1,489.17	$1,638.09
10.0 inch meter	$1,815.84	$1,997.42	$1,906.63	$2,097.29
Monthly Water Usage Rate per 1,000 gallons				
1st Tier	$2.84	$3.12	$2.98	$3.28
2nd Tier	$5.44	$5.98	$5.71	$6.28
3rd Tier	$7.09	$7.80	$7.44	$8.18
4th Tier	$9.55	$10.51	$10.03	$11.03

Wastewater Monthly Fixed Charges and Usage Charges

	Current Charge		Proposed Charge	
	Inside Cocoa	Outside Cocoa	Inside Cocoa	Outside Cocoa
Fixed Monthly Charge – Wastewater				
.75 inch meter	$13.20	$16.50	$13.86	$17.33
1.0 inch meter	$24.69	$30.86	$25.92	$32.40
1.5 inch meter	$49.52	$61.90	$52.00	$65.00
2.0 inch meter	$123.72	$154.65	$129.91	$162.38
3.0 inch meter	$495.16	$618.95	$519.92	$649.90
4.0 inch meter	$742.75	$928.44	$779.89	$974.86
6.0 inch meter	$1,336.96	$1,671.20	$1,403.81	$1,754.76
8.0 inch meter	$2,139.24	$2,674.05	$2,246.20	$2,807.75
10.0 inch meter	$3,075.17	$3,843.96	$3,228.93	$4,036.16
Monthly Wastewater Usage Rate per 1,000 gallons				
	$6.26	$7.83	$6.57	$8.22

Reclaimed Water Monthly Fixed Charges and Usage Charges

	Current Charge		Proposed Charge	
	Inside Cocoa	Outside Cocoa	Inside Cocoa	Outside Cocoa
Base Rate – Reclaim Water				
.75 inch meter	$8.01	$10.01	$8.41	$10.51
1.0 inch meter	$8.01	$10.01	$8.41	$10.51
1.5 inch meter	$40.11	$50.14	$42.12	$52.65
2.0 inch meter	$53.47	$66.84	$56.14	$70.18
3.0 inch meter	$213.89	$267.36	$224.58	$280.73
4.0 inch meter	$320.83	$401.04	$336.87	$421.09
Monthly Reclaim Water Usage Rate per 1,000 gallons				
1st Tier 0-30,000 g:	included in base	included in base	included in base	included in base
2nd Tier 31,000-60,000 gallons	$0.55	$0.69	$0.58	$0.72
3rd Tier > than 61,000 gallons	$0.80	$1.00	$0.84	$1.05

Fire lines and Hydrants

	Current Charge		Proposed Charge	
	Inside Cocoa	Outside Cocoa	Inside Cocoa	Outside Cocoa
Fixed Monthly Charge-Fire Lines				
4.0 inch line	$57.33	$63.06	$60.20	$66.21
6.0 inch line	$70.27	$77.30	$73.78	$81.17
8.0 inch line	$91.67	$100.84	$96.25	$105.88
10.00 inch line	$113.07	$124.38	$118.72	$130.60

Public Fire Protection Per Each Fire Hydrant-(Cities)

Current Charge	Proposed Charge
$21.51	$22.59

Public Fire Protection Per County Customer

Current Charge	Proposed Charge
$2.12	$2.23

Water Monthly Fixed Charges and Usage Charges

	Current Charge		Proposed Charge	
	Inside Cocoa	Outside Cocoa	Inside Cocoa	Outside Cocoa
Fixed Monthly Charge – Water				
.75 inch □eter	□14.34	□15.77	□14.91	□16.40
1.0 inch □eter	□34.72	□38.19	□36.11	□39.72
1.5 inch □eter	□62.98	□69.28	□65.50	□72.05
2.0 inch □eter	□157.54	□173.29	□163.84	□180.22
3.0 inch □eter	□378.17	□415.99	□393.30	□432.63
4.0 inch □eter	□567.26	□623.99	□589.95	□648.95
6.0 inch □eter	□1,071.54	□1,178.69	□1,114.40	□1,225.84
8.0 inch □eter	□1,489.17	□1,638.09	□1,548.74	□1,703.61
10.0 inch □eter	□1,906.63	□2,097.29	□1,982.90	□2,181.19
Monthly Water Usage Rate per 1,000 gallons				
1st Tier	□2.98	□3.28	□3.10	□3.41
2nd Tier	□5.71	□6.28	□5.94	□6.53
3rd Tier	□7.44	□8.18	□7.74	□8.51
4th Tier	□10.03	□11.03	□10.43	□11.47

Wastewater Monthly Fixed Charges and Usage Charges

	Current Charge		Proposed Charge	
	Inside Cocoa	Outside Cocoa	Inside Cocoa	Outside Cocoa
Fixed Monthly Charge – Wastewater				
.75 inch □eter	□13.86	□17.33	□14.41	□18.02
1.0 inch □eter	□25.92	□32.40	□26.96	□33.70
1.5 inch □eter	□52.00	□65.00	□54.08	□67.60
2.0 inch □eter	□129.91	□162.38	□135.11	□168.88
3.0 inch □eter	□519.92	□649.90	□540.72	□675.90
4.0 inch □eter	□779.89	□974.86	□811.09	□1,013.85
6.0 inch □eter	□1,403.81	□1,754.76	□1,459.96	□1,824.95
8.0 inch □eter	□2,246.20	□2,807.75	□2,336.05	□2,920.06
10.0 inch □eter	□3,228.93	□4,036.16	□3,358.09	□4,197.61
Monthly Wastewater Usage Rate per 1,000 gallons				
	□6.57	□8.22	□6.83	□8.55

Reclaimed Water Monthly Fixed Charges and Usage Charges

	Current Charge		Proposed Charge	
	Inside Cocoa	Outside Cocoa	Inside Cocoa	Outside Cocoa
Base Rate – Reclaim Water				
.75 inch □eter	□8.41	□10.51	□8.75	□10.93
1.0 inch □eter	□8.41	□10.51	□8.75	□10.93
1.5 inch □eter	□42.12	□52.65	□43.80	□54.76
2.0 inch □eter	□56.14	□70.18	□58.39	□72.99
3.0 inch □eter	□224.58	□280.73	□233.56	□291.96
4.0 inch □eter	□336.87	□421.09	□350.34	□437.93
Monthly Reclaim Water Usage Rate per 1,000 gallons				
1st Tier 0-30,000 gallons	included in base	included in base	included in base	included in base
2nd Tier 31,000-60,000 gallons	□0.58	□0.72	□0.60	□0.75
3rd Tier □than 61,000 gallons	□0.84	□1.05	□0.87	□1.09

Fire lines and Hydrants

	Current Charge		Proposed Charge	
	Inside Cocoa	Outside Cocoa	Inside Cocoa	Outside Cocoa
Fixed Monthly Charge-Fire Lines				
4.0 inch line	□60.20	□66.21	□62.61	□68.86
6.0 inch line	□73.78	□81.17	□76.73	□84.42
8.0 inch line	□96.25	□105.88	□100.10	□110.12
10.00 inch line	□118.72	□130.60	□123.47	□135.82

Public Fire Protection Per Each Fire Hydrant-(Cities)

Current Charge	Proposed Charge
□22.59	□23.49

Public Fire Protection Per County Customer

Current Charge	Proposed Charge
□2.23	□2.32

RESOLUTION NO. 2017- 73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, TEMPORARILY SUSPENDING THE AUTOMATIC FIVE PERCENT (5%) ANNUAL RATE INCREASE TO CITY UTILITY CHARGES AND USAGE RATES FOR FY 2017/2018 ONLY AND ACCEPTING STANTEC'S (BURTON & ASSOCIATES') FY 2017/2018 UTILITY RATE STUDY, VALIDATING IN LIEU OF A FIVE PERCENT INCREASE, THE IMPLEMENTATION OF A FOUR PERCENT (4%) INCREASE TO THE WATER, FIRE LINES, HYDRANT, WASTEWATER AND RECLAIMED WATER FIXED MONTHLY CHARGES AND USAGE RATES EFFECTIVE OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after a duly noticed public hearing, the City Council adopted Resolution No. 2016-87 establishing utility rate charges for water, sewer, reclaimed water, and fire lines and hydrants; and

WHEREAS, Resolution No. 2016-87 establishes an automatic five percent (5%) annual rate adjustment to said charges effective October 1, 2017 and ending with the last adjustment on October 1, 2025; and

WHEREAS, Section 4 of Resolution No. 2016-87, however, further provides that the annual 5% adjustment is subject to suspension or reduction by the City Council on an annual basis prior to the effective date of the automatic annual adjustment based upon Council's periodic evaluation of the financial management plan of the City's Utility System, particularly the updated revenue and expenses, as well as changes in economic conditions, water consumption, regulatory requirements and other factors; and

WHEREAS, a comprehensive rate study for FY2017 has been prepared by Stantec (Burton & Associates) and was presented to City Council for review at its August 22, 2017 meeting ("2017 Study"); and

WHEREAS, based on the 2017 Study, the City's rate consultant and City Staff are recommending the implementation of a four percent (4%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates for FY 2017/2018 only; and

WHEREAS, the annual rate increase is intended to fund the capital improvements necessary to repair and maintain the aging utilities infrastructure, as analyzed by the City's

utility engineering consultant CH2M Hill, and the City's rate consultant Burton & Associates; and

WHEREAS, the intent and purpose of this Resolution is to implement the terms and conditions of Resolution No. 2016-87; and

WHEREAS, the City Council hereby finds that the Utility capital improvement projects are large, long-term projects that require dedicated funding sources for debt service for a definite period of time; and

WHEREAS, based on the 2017 Study, the City Council desires to exercise the rate provision set forth in Section 4 of Resolution No. 2016-87, and hereby finds it is in the City's best interest to temporarily suspend the automatic five percent (5%) for Fiscal Year 2017/2018 only and reduce the increase to four percent (4%) for Fiscal Year 2017/2018; and

WHEREAS, pursuant to the terms and conditions of Resolution No. 2016-87, the automatic five percent (5%) rate increase will resume next fiscal year subject to the City Council's annual review.

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa and its utility customers to adopt this Resolution.

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

SECTION 1. Recitals. The aforesaid recitals are true and correct and hereby incorporated herein as a material part of this Resolution.

SECTION 2. Rates Fiscal Year 2017/2018.

(A) Pursuant to Resolution No. 2016-87, the City Council hereby temporarily suspends the automatic five percent (5%) annual rate increase to City utility charges and usage rates for FY 2017/2018 only and accepts Stantec's (Burton & Associates') FY 2017/2018 Utility Rate Study, validating in lieu of a five percent increase, the implementation of a four percent (4%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2017 through September 30, 2018.

(B) The current and proposed Fiscal Year 2017/2018 utility rates and charges are set forth in **EXHIBIT "A"** which is attached hereto and fully incorporated herein by this reference.

(C) The automatic five percent (5%) increase established by the City Council in Resolution No. 2016-87 shall resume effective October 1, 2018 in accordance with Resolution No. 2016-87 and subject to the annual review of the City Council.

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. However, nothing contained herein shall be construed or interpreted as repealing or modifying Resolution No. 2016-87. This Resolution is intended to implement Resolution No. 2017-87.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution and/or Exhibit "A" 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. Incorporation into Utility Handbook and City Code. This Resolution and Exhibit "A" shall be incorporated into the City's Utility Handbook and City Code of Cocoa to the extent deemed necessary by the City Manager, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Resolution and Exhibit and the Utility Handbook and City Code may be freely made.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of August, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC
City Clerk

Legislation Details (With Text)

File #:	17-288	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/26/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Ordinance No. 08-2017/ 2nd & Final Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 08-2017 - FLUM W King Street 102.2 acres - Medium Density Residential and Exhibit A - Legal Description 102.42 acres LDR to MDR School Impact Analysis Legal Ad FLUM 7-11-2017 CTY. COCOA 17-1ESR Approval				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2017
Agenda Date: August 22, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve Second Reading of Ordinance 08-2017, amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property.

BACKGROUND:

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

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

Location: South side of W. King Street, approximately 0.25 miles east of S. Range Road. The

Property Appraiser identifies the parcel as Tax Account Number 2423993.

Request: **LARGE-SCALE COMPREHENSIVE PLAN MAP AMENDMENT** consistent with Florida Statute, Chapter 163. The property owner is requesting approval to amend the Future Land Use Map designation of a portion of one parcel (102.0 acres of the total 130.66-acre parcel) from "Low Density Residential" to "Medium Density Residential," and further designate those portions of the subject property identified as wetlands to the "Conservation" Future Land Use designation.

The first reading on this Agenda Item was presented to City Council on April 25, 2017 as a transmittal hearing regarding a FLUM Amendment to the City Comprehensive Plan requiring notification to the state planning agency and other reviewing agencies pursuant to the Community Planning Act. City Council approved the first reading of Ordinance 08-2007 and staff transmitted the ordinance according to the Act. The City did not receive any comments from the state land planning agency and reviewing agencies, see attached letter dated May 30, 2017. Additionally, attached is the school impact analysis from Brevard County Public Schools which provided a nonbinding review; a Concurrency Determination must be performed by the school district prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the City.

The applicant, Kimberly B. Rezanka, on behalf of the property owner, 2075 W. King Street Land Trust, is requesting to amend the Future Land Use Map designation of approximately 102.2 acres of the overall 130.66-acre subject parcel from "Low Density Residential" to "Medium Density Residential" as depicted on Exhibit A.

Currently, the subject parcel has two future land use and zoning designations. The northern portion of the parcel, fronting on W. King Street (SR 520), is approximately 1,300 feet wide by 950 feet deep, totaling approximately 28.46 acres. This portion of the parcel has a "Commercial" future land use designation and is zoned C-W (Wholesale Commercial). No changes are proposed to the Commercial Future Land Use designated portion of the property.

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

The reason for the proposed change to the Medium Density Residential Future Land Use designation is to rezone the property to RU-2-15 Residential to allow for the property owner to construct an adult congregate living facility (ACLF) on the westerly section of the 102.02-acre portion of the property. The current Future Land Use and zoning designations of "Low Density Residential" and RR-1 Residential, do not allow for RU-2-15 zoning nor an ACLF use.

In addition to this application, the applicant has submitted an application to rezone the property from the existing RR-1 Residential zoning designation to RU-2-15 Residential zoning designation, which allows for an ACLF use by Special Exception approval.

It should be noted the applicant during the first public hearing agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF; single family homes; a 55 and older multiple-family development in the form of duplexes, triplexes, or fourplexes; or any allowable special exception as approved by the Board of Adjustment, and to ensure compatibility with neighboring properties. The agreement also provides for a six foot (6') buffer wall along the western boundary

and opaque fence on the southern boundary of the property up to the eastern limits of the development. The Development Agreement is attached for City Council review and consideration.

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

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

Consistency with Code of the City of Cocoa

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

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

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

Staff Response: The proposed amendment would have no negative impact on the city's budget or the regional economy. The Medium Density Residential allows for multi-family and single-family development. ACLF use is permitted by Special Exception approval by the Board of Adjustment. The purpose of the request is to allow for rezoning of the property to RU -2-15 Residential and then subsequently submit a Special Exception application for the ACLF use. Additionally, if approved, it will provide a use that enhances the economy of the region through the provision of an additional ACLF facility serving residents of the City and region.

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

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

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

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

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

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

Transportation: The subject property would be accessed from an existing entrance on W. King Street (SR 520). The City of Cocoa Comprehensive Plan 2010-2020, Volume 1 Goals, Objectives, & Policies, Map M-II-2: Functional Roadway Classification Map identifies W. King Street as an arterial road and is functioning at a "C" level of service. If the proposed future land use amendment is approved by City Council, the expected effect to W. King Street would be neutral. Therefore, the level of service would not be diminished as a result of the amendment.

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

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

Staff Response: The westerly portion of the property contains wetlands as identified on Map M-XII-1: Wetlands, of the Comprehensive Plan Conservation Element. In accordance with Future Land Use Element Policy 1.1.2.13: Conservation; The Conservation Future Land Use Category is intended to protect environmentally sensitive natural resource systems. The conservation land use category identifies lands that are environmentally fragile natural resources for long term preservation. The following criteria shall be used for designating properties as Conservation on the Future Land Use Map:

A. Any Future Land Use Map amendment adopted after December 1, 2003, shall assign the Conservation Future Land Use category to wetlands within the area of the subject amendment.
B. The boundaries of the Conservation Future Land Use category may be adjusted to be consistent with a wetland jurisdictional line determination by the SJRWMD without the need for a comprehensive plan amendment. In those areas initially presumed but later determined not to be classified as a wetland will take on the future land use category assigned to the upland portion of the development site.
C. At the time of development, wetlands within the Conservation Future Land Use category shall be encumbered by a perpetual conservation easement.
D. Allowable uses, intensities, and impacts within the Conservation Future Land Use category shall be in conformance with those uses, intensities, and impacts listed in the Conservation Element.

Any future development of the subject site shall be in accordance with above-mentioned policy.

Furthermore, Conservation Element Policy 12.1.6.15: Wetlands and wetland functions shall be protected and conserved by restricting direct and indirect development impacts.

E. *Upland buffers.*

1. *General.* Upland buffers are considered an integral component of a functioning wetland and shall be afforded the same types and levels of protection as the wetland itself. Upland buffers shall not be developed, cleared, or landscaped that would decrease their effectiveness in supporting wetland functions, and shall not include turfed, landscaped, or impervious surfaces.
2. *Minimum width.* Where wetlands exist, upland buffers shall be provided at a minimum width of fifteen (15) feet and an average width of twenty-five (25) feet beyond the perimeter of the wetland.
3. *Encroachment.* Encroachment into upland buffers for the purpose of hydrologic connection of drainage systems and creation of mitigation areas shall be permitted and shall not require additional buffering compensation.
4. *Additional requirement.* The City may require the extension of upland buffers beyond the twenty-five (25) feet if necessary to connect isolated wetlands with other protected wetlands existing within one-hundred (100) feet depending on the existence of listed species and habitat valuation.
5. *Average width exception.* Uplands buffer widths may be adjusted downward below the required minimum average on a case-by-case basis if the developable portion of the existing lots of record as of December 1, 2003 does not have sufficient size or dimensions to allow for a reasonable use of the property based on the designated future land use category. In this instance, the remaining upland buffers shall be enhanced with native species to minimize development impacts and enhance the functioning value of the wetlands buffer area.
6. *Passive recreation.* The City may approve, as appropriate, minimal use in clearing for nature trails and other passive recreational uses compatible with the purpose of the buffer zone.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code;

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

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

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

acceptable manner.

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

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

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

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

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

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

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

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

Staff Response: A preliminary concurrency review has not been completed. However, the requested future land use, and subsequent rezoning, would provide tax revenue to the City to support the services and facilities that may be required of the use. A final concurrency evaluation will be required prior to the issuance of a development permit. As discussed previously in Section B, it is not anticipated that there will be any reduction in the level of service or in the ability of the City to provide adequate public facilities as a result of the amendment.

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

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

Staff Response: This portion of W. King Street is primarily of a commercial nature. The portion of the subject property under consideration for the future land use change, and subsequent rezoning, is nearly 1,000 feet to the south of W. King Street. Uses to the west boundary of the subject amendment area are large-lot residential in nature. There is one large lot residential property located at the southwest corner of the amendment area. The existing home on the property is approximately 430 feet from the subject property. The

remaining lands on the subject amendment site are largely undeveloped and appear to be undevelopable due to the presence of wetlands. See Map M-XII-1.

Any proposed use on the property would be subject to the City's land development regulations as provided by the site plan approval process and special exception approval as required. As noted above the applicant during the first public hearing agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF and to ensure compatibility with neighboring properties. The agreement also provides for the buffer wall along the west and southern boundaries of the property.

The RU-2-15 Residential zoning category is the most intensive zoning category allowed in the Medium Density Residential Future Land Use designation. Impacts to the surrounding neighborhood would be minimal, if any, due to the physical constraints, lack of functional connection and relationship to surrounding property owners, and the allowable zoning and uses within the Medium Density Residential Future Land Use category.

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

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

Staff Response: The proposed Future Land Use amendment to Medium Density Residential would allow for additional housing opportunities in the City. The Medium Density Residential Future Land Use designation allow multi-family developments as well as assisted living facility type developments, by special exception, that are not currently permitted under the Low Density Residential Future Land Use designation and allowable zoning districts.

According to the City's Comprehensive Plan Data & Analysis, October 2010, the City contains only 172.5 acres of Medium Density Residential, or 2.0% of the total current Future Land Use designations. Low Density Residential accounts for over 15% of all Future Land Use designations in the City. In order to accommodate future projected population growth the City must reduce the deficit in the housing stock by providing for additional opportunities. However, considering the intended use as an ACLF, if approved by special exception, the use will have neither a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their place of employment.

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

Applicant Response: *The amendment is consistent with the elements of the City's Comprehensive Plan, Policy 1.1.2.4 for MDR is met as the Property has access to a major collector street or one higher. The development will not impact the five residents to the west, not have a negative impact on the character of the area, or impact the environment. Policy 1.1.4 encourages redevelopment, a goal of this project, and the Property is in the Diamond Square Redevelopment Area.*

Staff Response: The proposed Future Land Use amendment shall comply with the following goals, objectives and policies of the City's Comprehensive Plan:

Future Land Use Element

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

Objective 1.1.1: Future Land Use Categories Established. The City hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land uses, allowing for the protection of natural resources and historic resources as well as maximizing economic development opportunities.

Policy 1.1.2.4: Medium Density Residential (MDR). Medium density residential areas shall be regarded as areas of moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.

A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.

The proposed amendment area has direct access to SR 520, which has a functional classification of "Arterial" as shown on Map M-II-2 Functional Roadway Classification Map of the Transportation Element.

B. These areas should have convenient access to community services.

SR 520 is a major east-west transportation corridor in the City. The road provides direct access to major shopping destinations such as Wal-Mart and Cocoa Village as well as several service related facilities in the community.

C. New Developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.

Any new development shall comply with all Comprehensive Plan objectives and policies related to environmental and open space protection and buffering requirements as well as all Land Development Regulations.

Conservation Element

The subject portion of the property is located within the AE Zone (100-year floodplain). Therefore, the following Objectives and Policies apply:

Objective 12.1.9: Floodplain Management. The City shall protect the flood

storage and conveyance functions of the 100-year floodplain.

Policy 12.1.9.1: In order to reduce the adverse consequences of floodplain development and simultaneously encourage the conservation of natural habitats, the City's Flood Damage Prevention ordinance shall be updated to as needed to maintain compliance with the National Flood Insurance Program and to discourage construction in the floodplain, unless the proposed construction is expressly authorized by this Comprehensive Plan. Developmental plans shall preserve the natural functions of floodplains when practical. The provisions of compensatory storage for fill placed within the floodplain shall be allowed only when the applicant demonstrates the absence of adverse consequences of compensatory storage and demonstrates compliance with other applicable provisions of this Comprehensive Plan.

Policy 12.1.9.2: Developers shall be encouraged to incorporate those portions of sites that are within the 100-year floodplain as open space preservation.

Policy 12.1.9.3: The City shall promote wetlands preservation and non-structural floodplain management by encouraging the use of isolated wetlands as detention areas, where such use is consistent with good engineering practice and does not significantly degrade the ecological value of wetlands. Pre-treatment of stormwater run off by diversion of the "first flush" shall be required prior to discharge to wetland detention areas.

As previously noted in Section c. of this report, development on the subject property shall be in accordance with the goals, objectives and policies contained in the Conservation Element of the Comprehensive Plan; specifically related to Policy 12.1.6.15 regarding wetland protection as well as Future Land Use Element Policy 1.1.2.13. In addition, all future development activities on the subject property must comply with Chapter 6, Division 3, Flood Damage Prevention, of the Cocoa City Code. This may require a separate floodplain development permit approval in addition to a building permit, as determined by the floodplain administrator. Sec. 6-323.

Because the subject property is severely environmentally constrained and the wetland areas are recommended for a Conservation designation, it appears that much of the subject property east of the pond will be undevelopable. Accordingly, the proposed comprehensive plan change to Medium Density Residential is not inconsistent with Policies 12.1.9.1 and 12.1.9.2, which encourage the 100-year floodplain to remain as open space. Much of the subject property east of the pond will remain available only for open space and conservation-related uses. Any adverse consequences of compensatory storage for development along the western side of the pond will be addressed at

the site planning and development stage.

Housing Element

Objective 3.1.1. Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes and costs by 2020 which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City's Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

Goal 3.6: The City shall encourage the provision of housing opportunities for people with special needs such as the homeless, the elderly, and the physically and/or mentally disabled.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approved the First Reading of Ordinance 08-2017 at its April 24, 2017 meeting.
The Planning & Zoning Board unanimously recommended approval at its April 12, 2017 meeting.

RECOMMENDED MOTION:

Approve Second Reading of Ordinance 08-2017, amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property.

ORDINANCE NO. 08-2017

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

WHEREAS, section 163.3161 et. se□, Florida Statutes, established the Co□□unity Planning Act, which was □or□erly □nown as the Local Govern□ent Co□prehensive Planning and Land Develop□ent Regulation Act□and

WHEREAS, the Co□□unity Planning Act re□uires each □unicipality in the State o□ Florida to prepare, adopt, and update a Co□prehensive Plan□and

WHEREAS, in accordance with the provisions o□the Co□□unity Planning Act, the Local Planning Agency o□the City o□Cocoa held a duly noticed public hearing on April 12, 2017, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed co□prehensive plan a□end□ent□and

WHEREAS, the Local Planning Agency reco□□ended the City Council adopt the co□prehensive plan a□end□ent set □orth in this Ordinance□and

WHEREAS, the City Council o□the City o□Cocoa held two duly noticed public hearings on the proposed a□end□ent set □orth hereunder and considered □indings and advice o□sta□, citi□ens, and all interested parties sub□itting written and oral co□□ents and supporting data and analysis, and a□ter co□plete deliberation, hereby approves and adopts the Co□prehensive Plan A□end□ent set □orth hereunder□and

WHEREAS, the City Council o□the City o□Cocoa hereby □inds that this Ordinance is in the best interests o□the public health, sa□ety, and wel□are o□the citi□ens o□Cocoa.

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

Section 1. **Recitals.** The □oregoing recitals are true and correct and are □ully incorporated herein by this re□erence.

Section 2. **Authority.** This Ordinance is adopted in co□pliance with, and pursuant to, the Co□□unity Planning Act, sections 163.3161 et. se□, Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent o□ this Ordinance to adopt a co□prehensive plan a□end□ent incorporating the revisions stated herein as part o□the City o□Cocoa Co□prehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Map.** The City o□ Cocoa's Co□prehensive Plan, Future Land □se Map, is hereby a□ended by changing the designation o□a portion o□the real property legally described and depicted on **Exhibit "A"** □ro□ "Low Density Residential" to "Mediu□ Density Residential" and □urther designating those portions of the subject property identified as wetlands as "Conservation." Exhibit "A" is attached hereto and □ully incorporated herein by this re□erence.

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

Section 6. **Severability.** I□any section, subsection, sentence, clause, phrase, word or provision o□this Ordinance is □or any reason held invalid or unconstitutional by any court o□ co□petent □urisdiction, whether □or substantive, procedural, or any other reason, such portion shall be dee□ed a separate, distinct and independent provision, and such holding shall not a□□ect the validity o□the re□aining portions o□this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** □pon the e□□ective date o□the Co□prehensive Plan A□end□ent adopted by this Ordinance, said A□end□ent shall be incorporated into the City o□Cocoa Co□prehensive Plan and any section or paragraph nu□ber or letter and any heading □ay be changed or □odi□ied as necessary to e□□ectuate the □oregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued or commenced before it has become effective. After and prior the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

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

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

ATTEST:

_____
Carie Shealy, **City Clerk**

DESCRIPTION:

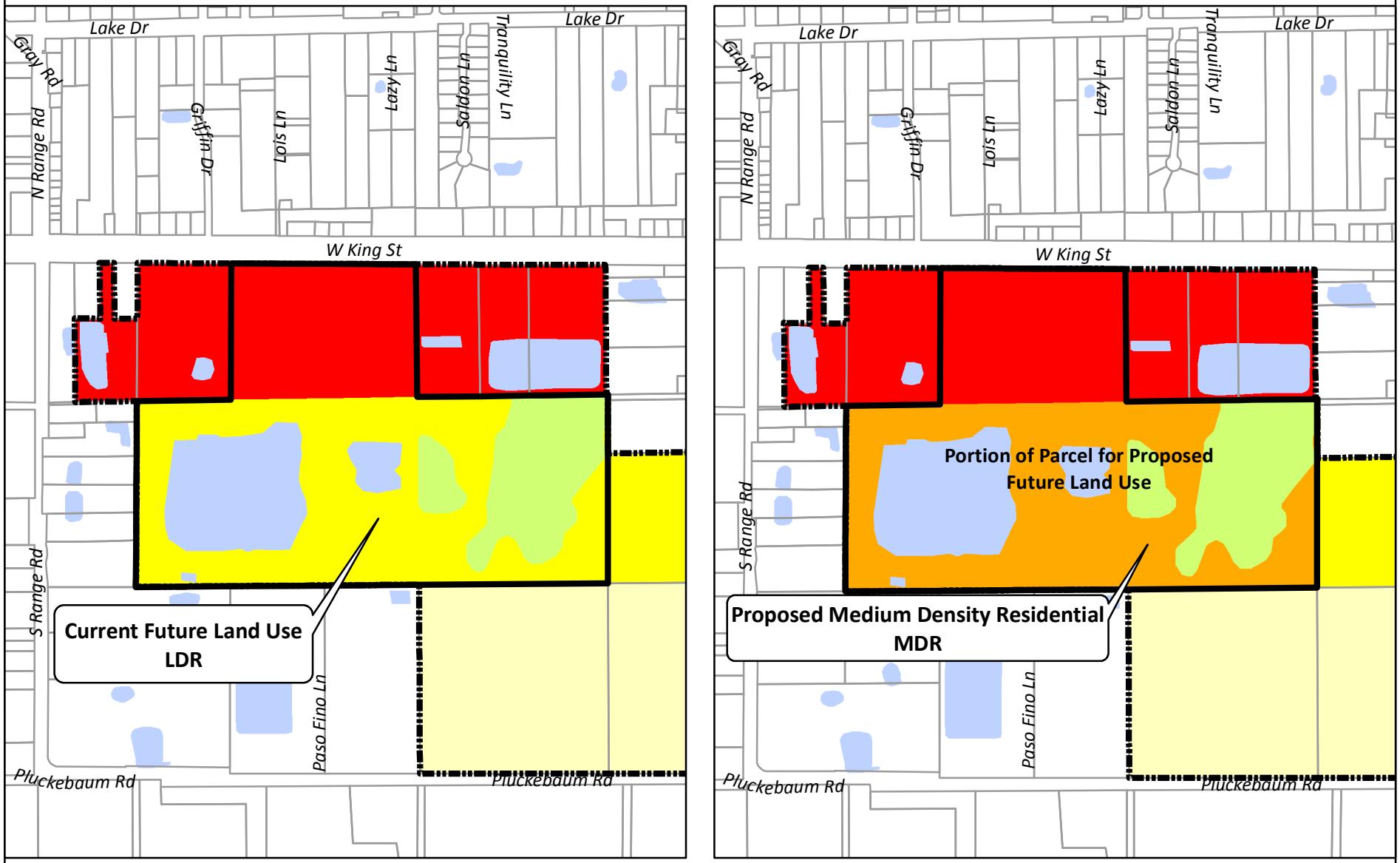
A PARCEL OF LAND BEING DESCRIBED AS THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP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

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

City of Cocoa Future Land Use

South Side of W. King St.

From: LDR (Low Density Residential) To: MDR (Medium Density Residential)



COMM: Commercial

LDR: Low Density Residential

VLDR: Very Low Density Residential

CONS: Conservation

MDR: Medium Density Residential

N:\CommunityServices\Planning\MapRequests\ProposedFLUMaps\2075WKingSt\ArcMapDoc\2075WKingSt_ProposedFLUMap.mxd

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Desmond K. Blackburn, Ph.D., Superintendent

Brevard Public Schools

June 26, 2017

Mr. Steven Biel
Senior Planner
Planning and Zoning Division
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

RE: Proposed King Street ACLF - Comprehensive Plan Amendment, Rezoning, and Special Exception
Land Use Amendment and Rezoning PZ-17-00500002
School Impact Analysis – Capacity Determination CD-2017-05

Dear Mr. Biel,

We received a completed *School Facility Planning & Concurrency Application* for the above referenced development on June 8, 2017. The subject property consists of one parcel, tax account number 2243993 and Parcel ID 24-36-31-00-265, containing approximately 102.2 acres in Cocoa, Florida. The proposed Land use change would result in an increase in the number of residential units permitted by 6 dwelling units. The School Concurrency Determination of this proposed development has been undertaken based on the proposed development of 100 multi-family residential units. The following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in years 2017-18 to 2021-22 of the *Brevard County Public Schools Financially Feasible Plan for School Years 2016-2017 to 2021-22* which is attached for reference.

Multi Family	100		
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students Generated**
Elementary	0.27	27	27
Middle	0.06	6	6
High	0.10	10	10
Total	**0.43**		**43**

Planning & Project Management
Facilities Services
Phone: (321) 633-1000 x450 • FAX: (321) 633-4646

An Equal Opportunity Employer

FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	990	990	990	990	990
McNair	611	611	611	611	611
Rockledge	1,689	1,689	1,689	1,689	1,689

Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	892	941	980	981	990
McNair	455	443	471	461	466
Rockledge	1,470	1,515	1,522	1,485	1,458

Students Generated by Previously Issued SCADL Reservations

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	1	15	32	32	32
McNair	5	11	16	16	16
Rockledge	46	80	100	108	108

Cumulative Students Generated by Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	-	27	27	27	27
McNair	-	6	6	6	6
Rockledge	-	10	10	10	10

Total Projected Student Membership (includes Cumulative Impact of Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	893	983	1,039	1,040	1,049
McNair	460	460	493	483	488
Rockledge	1,516	1,605	1,632	1,603	1,576

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	97	7	(49)	(50)	(59)
McNair	151	151	118	128	123
Rockledge	173	84	57	86	113

At this time, the concurrency service area for the elementary school level is projected to have insufficient capacity to accommodate the potential residential development resulting from the King Street ACLF. Because there is a shortfall of available capacity in the concurrency service area of the King Street ACLF, the capacity of adjacent concurrency service areas must be considered, per Interlocal Agreement Section 13.2(e). The adjacent Elementary School Concurrency Service Areas are those of Cambridge Elementary, Tropical Elementary, Golfview Elementary and Saturn Elementary. A table of capacities of the *Adjacent School Concurrency Service Areas* that could accommodate the impact of the Avery Springs Subdivision is shown:

FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	765	765	765	765	765

Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	658	674	694	717	735

Students Generated by Previously Issued SCADL Reservations

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	-	-	-	-	-

Cumulative Students Generated by Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	-	27	27	27	27

Total Projected Student Membership (includes Cumulative Impact of Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	658	701	721	744	762

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	107	64	44	21	3

This is a **non-binding** review; a *Concurrency Determination* must to be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

David G. Lindemann, AICP
Manager Facilities Planning & Intergovernmental Relations

Enclosure: *Brevard County Public Schools Utilization 2016-17 to 2021-22*

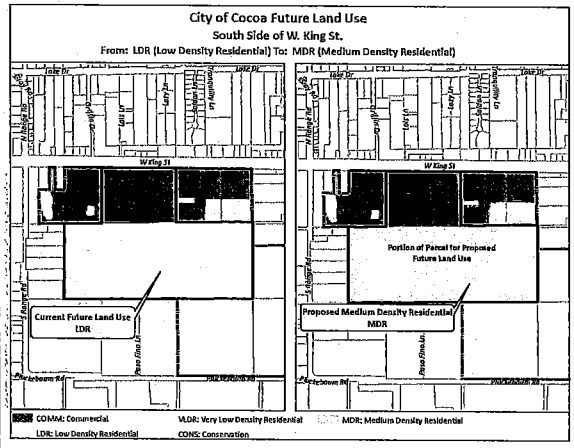
Copy: Susan Hann, P.E., AICP, Director of Planning & Project Management
File CD-2017-05

CITY OF COCOA
NOTICE OF COMPREHENSIVE PLAN CHANGE

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Tuesday, July 11, 2017 in order to consider the following:

PZ-17-00500002 – FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 08-2017

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



All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The facility where this public hearing will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

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

FT-0000590508

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

ADVERTISER: CITY OF COCOA (TE) SALES PERSON: 0042-OPEN RIVAS PUBLICATION: FT-FLORIDA TODAY	PROOF CREATED AT: 6/22/2017 5:12 PM PROOF DUE: - SIZE: 3 col X 10 in	NEXT RUN DATE: 07/01/17	FT-0000590508.INDD

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

May 30, 2017

The Honorable Henry U. Parrish III
Mayor, City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Dear Mayor Parrish:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of Cocoa, Amendment No. 17-1ESR, which was received on May 1, 2017. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendment if adopted.

Pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the City consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Pennington, at (850) 717-8524, or by email at dan.pennington@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/dp

Enclosure: Procedures for adoption of comprehensive plan amendments

cc: Hugh Harling, Jr., P.E., Director, East Central Florida Regional Planning Council
Steve Beil, Senior Planner, City of Cocoa

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

Legislation Details (With Text)

File #:	17-289	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/26/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Ordinance No. 09-2017/ 2nd & Final Reading: Amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 09-2017 Exhibit A - Legal Description 102.42 acres RR-1 to RU-2-15 Legal Ad Rezoning 7-11-2017				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2017
Agenda Date: August 22, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve the second reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential).

BACKGROUND:

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

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

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

Request: **ZONING MAP AMENDMENT** consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of a portion of one parcel (102.2 acres of the total 130.66-acre parcel) from RR-1 (Rural Residential) to RU-2-15 (Multiple Family

Dwelling).

The applicant, Kimberly B. Rezanka, on behalf of the property owner, 2075 W. King Street Land Trust, is requesting to amend the Zoning Map designation of approximately 102.2 acres of the overall 130.66-acre subject parcel from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential) as depicted on Exhibit A. The reason for the requested change is the property owner is proposing to construct an adult congregate living facility (ACLF) on the subject property. The RU-2-15 zoning designation allows ACLF uses by Special Exception approval. The current zoning designation of RR-1 Residential does not allow for an ACLF use.

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

The provisions of the RU-2-15 Residential district are intended to apply to an area of medium density residential development with a variety of housing types. Lots and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of open space for such development.

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

It should be noted the applicant during the first public hearing for the comprehensive plan amendment agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF and to ensure compatibility with neighboring properties. The agreement also provides for the buffer wall along the west and southern boundaries of the property.

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

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

Future Land Use:	Current: Low Density Residential Proposed: Medium Den		
Zoning District(s):	Current: RR-1 (Rural Residential) Proposed: RU-2-15 (M		
Existing Land Use:	Vacant		
Council District:	District 1 - Councilmember Whipple, Jr.		
Overview of Surrounding Area:			
	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Commercial	C-W	Vacant, Space Coa Honda, & County School Bus Facility

powered by Legistar™

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

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

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

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

Applicant Response: *The proposed change is not contrary to established land patterns. Applicant seeks a change of the zoning from RR-1 to RU-2-15. The change is necessary to allow the redevelopment of the existing excavation/borrow pit that exists on the western portion of the land. Additionally, despite the Property being over 100 acres, very little uplands exist for development. This zoning change is appropriate because it will serve as a transitional use between the commercial properties to the north and the residential uses to the west (and potentially to the south and east).*

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

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

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

Staff believes that the 102.2-acre portion of the subject property is setback at least 1,000 feet from W. King Street and would not be impacted by the established uses along W. King Street. Required landscaping/buffering requirements for the ACLF would be reviewed during the Special Exception review by the Board of Adjustment and site plan review by the Planning & Zoning Board. It should also be noted that the development agreement requires a buffer wall, and this would be in addition to the landscape requirements set forth in the Code.

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

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

Staff Response: The proposed ACLF could be considered a low impact use and could be viewed as a transition between the commercial, retail, and light industrial uses along W. King Street and the residential zoning to the south. ACLFs are permitted by Special Exception approval by the Board of Adjustment in the RU-2-15 zoning district. Staff believes the RU-2-15 zoning designation would be the most appropriate zoning designation with the limited residential uses adjacent to the subject property. Moreover, there is no practical or functional relationship to the surrounding properties.

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

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

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

Furthermore, the majority of the 102.2-acre portion of the property is undevelopable due to wetland conditions and the large lake that was once a borrow pit. Development density and intensity on the property would be low due to these physical constraints.

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

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

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

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

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

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

> **Policy 1.1.2.4: Medium Density Residential (MDR).** Medium density residential areas shall be regarded as areas of moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.
>
> A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.
>
> *The proposed amendment area has direct access to SR 520, which has a functional classification of "Arterial" as shown on Map M-II-2 Functional Roadway Classification Map of the Transportation Element.*
>
> B. These areas should have convenient access to community services.
>
> *SR 520 is a major east-west transportation corridor in the City. The road provides direct access to major shopping destinations such as Wal-Mart and Cocoa Village as well as several service related facilities in the community.*
>
> C. New developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.
>
> *Any new development shall comply with all Comprehensive Plan objectives and policies related to environmental and open space protection and buffering requirements as well as all Land Development Regulations.*

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

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

Staff Response: The intent of the rezoning request is to be able to provide an ACLF use on the westerly section of the 102.2-acre portion of the subject property. Staff believes there is a need for the proposed ACLF use to serve the elderly community in the City as the overall population of the Baby Boomer generation continues to age.

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

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

Staff Response: As there is already a mix of residential, commercial, and light industrial uses in the area, the proposed rezoning would not adversely influence living conditions in the immediate area. Through the site plan review process, landscaping/buffer requirements would minimize any potential effects in the immediate area, particularly the limited residential uses to the west and south. Additionally, as previously noted the applicant during the first public hearing agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF and to ensure compatibility with neighboring properties.

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

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

Staff Response: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety. As previously stated, the overall development potential for the site is low due to the physical constraints of the property such as existing wetlands on the eastern portion of the property and the large lake on the western portion.

i. The proposed change will create a drainage problem.

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

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

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

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

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

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

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

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

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

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

Staff Response: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the property would be severely restricted by its physical constraints and conditions. Appropriate buffering to adjacent properties would be required to ensure no negative impacts.

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

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

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

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

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

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

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

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

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

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

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

Staff Response: The property owner is proposing to develop the 102.2-acre portion of the subject property with an ACLF, in which the City is supportive of. As noted above, ACLFs are permitted by Special Exception approval in the RU-2-15 zoning district.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the “Medium Density Residential”

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:

N/A

PREVIOUS ACTION:

On April 25, 2017 City Council approved the first reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). The Planning & Zoning Board unanimously recommended approval at its April12, 2017 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential).

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ORDINANCE NO. 09-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 102.2 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RR-1 (RURAL RESIDENTIAL) TO RU-2-15 (MULTIPLE FAMILY DWELLING); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

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

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

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

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include

a change of classification from Rural Residential ("RR-1") to Multiple-Family Dwelling ("RU-2-15") for a portion of the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. Effective Date. This ordinance shall become effective immediately upon the effective date of Ordinance No. 08-2017 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance No. 08-2017 does not become effective, then this Ordinance shall become null and void.

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

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

DESCRIPTION:

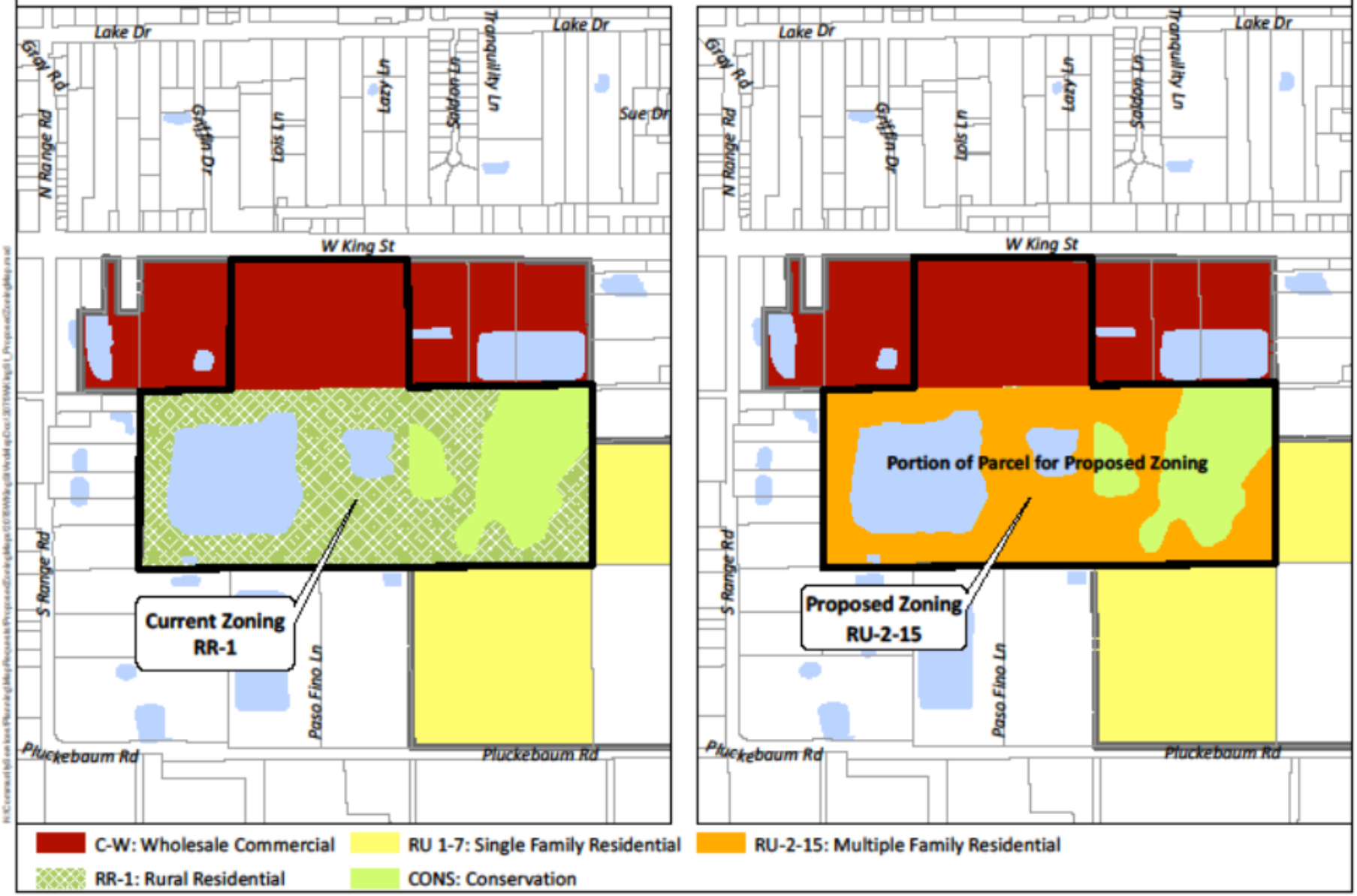
A PARCEL OF LAND BEING DESCRIBED AS THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP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

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

City of Cocoa Zoning Map

South Side of W. King St.

From: RR-1 (Rural Residential) To: RU-2-15 (Multiple Family Residential)



FLORIDA TODAY
FLORIDA .com
A GANNETT COMPANY

Classified Ad Receipt
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Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0002231949
Pymt Method Invoice
Net Amt: $162.58

Run Times: 1

No. of Affidavits: 1

Run Dates: 07/01/17

Text of Ad:

AD# 2231949 7/1/2017

CITY OF COCOA
NOTICE OF COMPREHENSIVE PLAN CHANGE

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Tuesday, July 11, 2017 in order to consider the following:

PZ-17-02100003 – ZONING MAP AMENDMENT
ORDINANCE NO. 09-2017
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 102.2 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RR-1 (RURAL RESIDENTIAL) TO RU-2-15 (MULTIPLE FAMILY DWELLING); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The facility where this public hearing will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

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

Legislation Details (With Text)

File #:	17-355	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Public Hearing
File created:	8/8/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Council's consideration and public comment on the allocation of the 2017 Edward Byrne Memorial Justice Assistance Grant in the amount of $23,464 for FY18. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017 FL Local JAG Allocations.pdf JDMJ388 (002)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 8, 2017
Agenda Date: August 22, 2017
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael P. Cantaloupe, Department Director
Requested Action:
Council's consideration and public comment on the allocation of the 2017 Edward Byrne Memorial Justice Assistance Grant in the amount of $23,464 for FY18.

BACKGROUND:

The Police Department received notification of its 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) allocation in the amount of $23,464. The project area identified for future use of said funds is laptop computers $23,464 will be used to purchase a total of five laptop computers along with the mounting kits for the vehicles and the port replicators.

The term of the grant is for a period of four years, and all funds, plus interest, must be expended. The Police Department requests public comment and Council's consideration for the above project area. Funds will not be awarded until FY18 and so the Department will include these funds in FY18 budget.

STRATEGIC PLAN CONNECTION:

Purchasing of the laptops will help the Police Department serve the citizens of Cocoa more efficiently, accurately, and improve the safety for the citizens and officers.

BUDGETARY IMPACT:

Budgeted-pending approval of the FY2018 budget No
If not budgeted, is amendment/transfer attached? N/A

Amount Requested $23,464
Account Number _001-2100-521.64-01
Account Name _Capital/JAG Funds

Source of Funds: __X__ Grant Source:_JAG Grant

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
Council's consideration and public comment on the allocation of the 2017 Edward Byrne Memorial Justice Assistance Grant in the amount of $23,464 for FY18.

2017 FLORIDA LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2017 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report here: https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf and current JAG Frequently Asked Questions here: https://www.bja.gov/Funding/JAGFAQ.pdf

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	ALACHUA COUNTY	County	$39,972	
FL	GAINESVILLE CITY	Municipal	$61,885	$101,857
FL	BROWARD COUNTY	County	$19,489	
FL	CORAL SPRINGS CITY	Municipal	$16,120	
FL	DANIA BEACH CITY	Municipal	$12,702	
FL	DAVIE TOWN	Municipal	$19,392	
FL	DEERFIELD BEACH CITY	Municipal	$24,458	
FL	FORT LAUDERDALE CITY	Municipal	$97,396	
FL	HALLANDALE BEACH CITY	Municipal	$17,501	
FL	HOLLYWOOD CITY	Municipal	$50,880	
FL	LAUDERDALE LAKES CITY	Municipal	$20,943	
FL	LAUDERHILL CITY	Municipal	$36,287	
FL	MIRAMAR CITY	Municipal	$32,603	
FL	NORTH LAUDERDALE CITY	Municipal	$15,441	
FL	OAKLAND PARK CITY	Municipal	$18,592	
FL	PEMBROKE PINES CITY	Municipal	$22,349	
FL	PLANTATION CITY	Municipal	$21,743	
FL	POMPANO BEACH CITY	Municipal	$63,678	
FL	SUNRISE CITY	Municipal	$19,053	
FL	TAMARAC CITY	Municipal	$14,108	$522,735
FL	LEON COUNTY	County	$28,021	
FL	TALLAHASSEE CITY	Municipal	$125,442	$153,463
FL	PINELLAS COUNTY	County	$67,266	
FL	ST PETERSBURG CITY	Municipal	$156,275	$223,541
FL	ST LUCIE COUNTY	County	$18,180	
FL	FORT PIERCE CITY	Municipal	$35,318	$53,498
FL	ALTAMONTE SPRINGS CITY	Municipal	$11,102	
FL	APOPKA CITY	Municipal	$12,750	
FL	BAY COUNTY	County	$23,949	
FL	BELLE GLADE CITY	Municipal	$21,016	
FL	BOCA RATON CITY	Municipal	$12,968	
FL	BOYNTON BEACH CITY	Municipal	$30,300	
FL	BRADENTON CITY	Municipal	$24,797	
FL	BREVARD COUNTY	County	$59,000	
FL	CAPE CORAL CITY	Municipal	$15,562	
FL	CASSELBERRY CITY	Municipal	$10,326	
FL	CHARLOTTE COUNTY	County	$23,755	
FL	CITRUS COUNTY	County	$34,736	

2017 FLORIDA LOCAL JAG ALLOCATIONS

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State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	CLAY COUNTY	County	$36,287	
FL	CLEARWATER CITY	Municipal	$46,977	
FL	COCOA CITY	Municipal	$23,464	
FL	COLLIER COUNTY	County	$63,193	
FL	COLUMBIA COUNTY	County	$19,271	
FL	CRESTVIEW CITY	Municipal	$10,472	
FL	DAYTONA BEACH CITY	Municipal	$62,806	
FL	DE LAND CITY	Municipal	$11,005	
FL	DELRAY BEACH CITY	Municipal	$32,603	
FL	ESCAMBIA COUNTY	County	$128,738	
FL	FLAGLER COUNTY	County	$15,683	
FL	FLORIDA CITY	Municipal	$25,912	
FL	FORT MYERS CITY	Municipal	$54,903	
FL	GREENACRES CITY	Municipal	$17,210	
FL	HENDRY COUNTY	County	$16,362	
FL	HERNANDO COUNTY	County	$32,603	
FL	HIALEAH CITY	Municipal	$56,309	
FL	HIGHLANDS COUNTY	County	$18,544	
FL	HILLSBOROUGH COUNTY	County	$144,422	
FL	HOMESTEAD CITY	Municipal	$64,769	
FL	INDIAN RIVER COUNTY	County	$20,168	
FL	JACKSONVILLE CITY	Municipal	$405,316	
FL	KEY WEST CITY	Municipal	$13,162	
FL	KISSIMMEE CITY	Municipal	$34,833	
FL	LAKE CITY	Municipal	$13,405	
FL	LAKE COUNTY	County	$31,027	
FL	LAKE WORTH CITY	Municipal	$33,136	
FL	LAKELAND CITY	Municipal	$31,706	
FL	LARGO CITY	Municipal	$26,688	
FL	LEE COUNTY	County	$97,493	
FL	LEESBURG CITY	Municipal	$11,490	
FL	LEVY COUNTY	County	$13,962	
FL	MANATEE COUNTY	County	$113,322	
FL	MARION COUNTY	County	$72,138	
FL	MARTIN COUNTY	County	$20,822	
FL	MELBOURNE CITY	Municipal	$48,141	
FL	MIAMI BEACH CITY	Municipal	$68,114	
FL	MIAMI CITY	Municipal	$336,717	
FL	MIAMI GARDENS CITY	Municipal	$57,303	
FL	MIAMI-DADE COUNTY	County	$455,880	
FL	MONROE COUNTY	County	$14,641	
FL	NORTH MIAMI BEACH CITY	Municipal	$23,731	

2017 FLORIDA LOCAL JAG ALLOCATIONS

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(3) Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	NORTH MIAMI CITY	Municipal	$38,857	
FL	OCALA CITY	Municipal	$25,937	
FL	OCOEE CITY	Municipal	$10,544	
FL	OKALOOSA COUNTY	County	$40,917	
FL	OPA-LOCKA CITY	Municipal	$31,076	
FL	ORANGE COUNTY	County	$394,335	
FL	ORLANDO CITY	Municipal	$174,067	
FL	ORMOND BEACH CITY	Municipal	$12,993	
FL	OSCEOLA COUNTY	County	$53,110	
FL	PALM BAY CITY	Municipal	$37,790	
FL	PALM BEACH COUNTY	County	$146,506	
FL	PANAMA CITY	Municipal	$24,482	
FL	PASCO COUNTY	County	$88,767	
FL	PENSACOLA CITY	Municipal	$27,730	
FL	PINELLAS PARK CITY	Municipal	$18,131	
FL	PLANT CITY	Municipal	$12,993	
FL	POLK COUNTY	County	$93,421	
FL	PORT ST LUCIE CITY	Municipal	$19,537	
FL	PUTNAM COUNTY	County	$23,925	
FL	RIVIERA BEACH CITY	Municipal	$29,306	
FL	SANFORD CITY	Municipal	$33,524	
FL	SANTA ROSA COUNTY	County	$15,320	
FL	SARASOTA CITY	Municipal	$27,318	
FL	SARASOTA COUNTY	County	$39,608	
FL	SEMINOLE COUNTY	County	$41,062	
FL	ST JOHNS COUNTY	County	$28,312	
FL	SUMTER COUNTY	County	$12,023	
FL	TAMPA CITY	Municipal	$156,954	
FL	TITUSVILLE CITY	Municipal	$24,240	
FL	VOLUSIA COUNTY	County	$49,716	
FL	WALTON COUNTY	County	$13,138	
FL	WEST PALM BEACH CITY	Municipal	$59,970	
FL	WINTER GARDEN CITY	Municipal	$12,653	
FL	WINTER HAVEN CITY	Municipal	$16,168	
	Local total		**$5,994,513**	

QUOTE CONFIRMATION

DEAR CITY OF COCOA,

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JDMJ388	8/8/2017	PANASONIC CF54	5938989	$23,539.25

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 54 Premium Public Sector Service Package - 14" - Core i Mfg. Part#: CF-54F9-00KM UNSPSC: 43211503 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	5	4379459	$2,975.00	$14,875.00
Havis PKG-PSM-203 - mounting kit Mfg. Part#: PKG-PSM-203 UNSPSC: 31162313 Contract: MARKET	7	2144721	$412.75	$2,889.25
Havis CF-H-PAN-422-2-P - port replicator Mfg. Part#: CF-H-PAN-422-2-P UNSPSC: 43211603 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	7	3723657	$825.00	$5,775.00

PURCHASER BILLING INFO		
Billing Address: CITY OF COCOA CITY OF COCOA 65 STONE ST RM 209 COCOA, FL 32922-7807 **Phone:** (321) 433-8558 **Payment Terms:** Request Terms	**SUBTOTAL**	$23,539.25
	SHIPPING	$0.00
	GRAND TOTAL	**$23,539.25**
DELIVER TO	**Please remit payments to:**	
Shipping Address: CITY OF COCOA 65 STONE ST COCOA, FL 32922-7982 **Shipping Method:** DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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Legislation Details (With Text)

File #:	17-363	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	8/9/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Ordinance No. 11-2017/ 2nd & Final Reading: Amending Chapter 19, Article II - Public Service Tax; Electing the option to levy a Public Service Tax on water service. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 11-2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2017
Agenda Date: August 22, 2017
Prepared By: Teri Butler, CGFO, Finance Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve the 2nd and Final Reading of Ordinance 11-2017, Amending Chapter 19, Article II - Public Service Tax; Electing the option to levy a Public Service Tax on water service.

BACKGROUND:

On May 19, 2015, a City Council Budget Workshop was held for the purpose of the FY2016 Budget as well as a discussion on future budgetary issues. The City's Strategic Plan identifies strategic issues, goals and objectives and one strategic issue is Fiscal Sustainability. Under this issue, one objective is to diversify and enhance the revenue base available to fund city operations. One way to accomplish this objective is to evaluate and consider alternate and new revenue sources such as implementing a Public Service Tax on water service within the City. The diversification of City revenue sources allows for reduced reliance on volatile property values; prevents a disproportionate shift of the tax burden to higher valued residential and or non-residential property; promotes greater equity and fairness in that all residents and consumers of municipal services are sharing in the costs for the services, and it provides greater assurances and stability to rating agencies.

As part of the City's Strategic Plan, it is the City's goal to provide essential and critical services, maintain the adequate funding of reserves and provide resources to promote affordable and sustainable growth in the City. During the 2015 Budget Workshop there was a discussion on available revenue sources to local governments as well as an assessment of the City's revenue base. City Council, based on projected future revenue needs (along with targeted reductions in operating costs), determined that imposing a Public Service Tax on the sale of water service as

allowed by section 166.231, Florida Statutes. Since, and through continued annual financial analysis and updates to the Burton and Associates fiscal sustainability model, it was confirmed during the Fiscal Year 2018 City Council Budget Priorities Workshop that the imposition in Fiscal Year 2018 was necessary beginning in Fiscal Year 2018 to ensure and maintain the existing levels of service being provided by the City.

At the Fiscal Year 2018 Budget Priorities Workshop, in lieu of increasing the millage rate to cover the revenue shortfall, City Council directed the millage rate remain at the current fiscal year rate and the Public Service Tax be imposed for Fiscal Year 2018. This will enable the City to further attain its goal of being long-term fiscally sustainable.

The proposed Ordinance sets the rate at ten percent (10%) of water services and establishes the effective date for the tax as October 1, 2017. The Ordinance also provides for certain exemptions for governmental agencies, religious and educational institutions.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability - Objective 1.2, Diversify and enhance the revenue base available to fund city operations.

BUDGETARY IMPACT:

It is estimated that a Public Service Tax on water service within the City of Cocoa will generate approximately $334,667 during FY2018.

PREVIOUS ACTION:

On August 8, 2017, City Council approved the 1st Reading of Ordinance 11-2017, Amending Chapter 19, Article II - Public Service Tax, Electing the option to levy a Public Service Tax on water service.

RECOMMENDED MOTION:

Approve the 2nd and Final Reading of Ordinance 11-2017, Amending Chapter 19, Article II - Public Service Tax; Electing the option to levy a Public Service Tax on water service.

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ORDINANCE NO. 11 -2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 19, ARTICLE II – PUBLIC SERVICE TAX; ELECTING THE OPTION TO LEVY A PUBLIC SERVICE TAX ON WATER SERVICE; MAKING OTHER CONFORMING AND TECHNICAL AMENDMENTS TO CHAPTER 19, ARTICLE II; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Section 166.231, Florida Statutes, grants municipalities the authority to tax various services, including certain purchases of water service; and

WHEREAS, the City Council elects the option to levy a public service tax on water service pursuant to Section 166.231, Florida Statutes; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Chapter 19, Article II – Public Service Tax is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

ARTICLE II. - PUBLIC SERVICE TAX

Sec. 19-13. - Applicability of article generally.

(a) The provisions of this article shall apply to all persons, corporations, partnerships, joint adventures, or other bodies or firms selling or purchasing within the city any electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), fuel oil, water service, or

communications services (communications services are defined by F.S. ch. 202), as may be amended, regardless of the place of residence or place of business of any such seller or purchaser, and the tax imposed by this article shall apply to each and every purchase of such utility service or commodities in the city, except those specifically exempted by this article or by law.

(b) To the extent that any provision of this article conflicts with, and is preempted by, general law, the conflicting provisions of general law shall apply and govern.

Sec. 19-14. - Levied; amount.

(a) There is hereby imposed and levied by the city on each and every purchase in the city of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil a tax based upon the charge made by the seller to the purchaser for such utility service or commodities at the rate of ten percent (10%) of such charge.

(b) There is hereby imposed and levied by the city, in accordance with F.S. ch. 202, as may be amended, for the period beginning January 1, 2003, a communications services tax upon the sale of communications services at a rate of five and one-tenth percent (5.1%). This rate does not include the add-on election rate provided by F.S. ch. 337, and adopted below in section 19-32 of this Code.

Sec. 19-15. - ~~Reserved.~~ City as seller of water services; Effective date. Notwithstanding any other conflicting provision in this article, the following provisions shall apply to the City:

(a) The City is hereby deemed a seller under this article for the provision of water service, and the City shall have all of the rights, obligations and remedies of a seller under the public service tax laws and this article unless expressly provided otherwise in this article.

(b) The tax levied under this article on water service shall be due and collected effective October 1, 2017, and shall be paid or remitted as provided in the City's utility billing requirements set forth within the City Code and the City of Cocoa Utilities Handbook, as adopted by the city council pursuant to Section 22-51 of the City Code ("Utilities Handbook")

(c) Notwithstanding any other provision set forth in this article, the tax collected by the City for water service shall be administratively collected through the City's water utility system and deposited into the City's main operating bank account in accordance with Section 19-31 of this Code.

(d) If any purchaser of water service taxed by this article fails to pay or remit any taxes required by this article, the purchaser's account shall be deemed in default and subject to applicable interest, penalties, and collection remedies as set forth in the City Code and the Utilities Handbook.

(e) The tax levied on City water service accounts pursuant to this article shall be computed on

the total charge for services including fixed and consumption based charges.

Sec. 19-16. - Limit on tax on fuel oil.

Notwithstanding the provisions of section 19-14 above, the tax imposed on fuel oil purchases thereby shall not exceed two and four-tenths cents ($0.024) per gallon.

Sec. 19-17. - Applicability to telephone service; telegraph excluded.

(a) The tax levied by this article on sales of telephone service shall apply to all charges made for such services as provided by F.S. ch. 202, as may be amended.

(b) The tax levied by this article shall not apply to long distance telephone service or to telegraph service.

Sec. 19-18. - Exemption for governmental agencies.

The purchase of electricity, gas, fuel oil, water service, or communications services, by the United States, the state, the county, the city, the school district ~~board of public instruction of the county~~, and any other governmental subdivision of any of such governing bodies shall be exempt from the taxes levied under this article. However, governmental bodies which sell or resell taxable service to nonexempt end users must collect and remit the tax levies under this article.

Sec. 19-19. - Exemption for Churches ~~religious or educational institutions~~.

The purchase of electricity, gas, fuel oil, water service, or communications services, by any recognized church in this state for use exclusively for church purposes, ~~educational or worship facilities,~~ including one (1) parsonage per church, shall be exempt from the taxes levied under this article.

Sec. 19-20. - Purchases for separate premises, deemed separate purchases.

The purchase of such electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), fuel oil, water service, or communications services, for each dwelling, separate apartment in an apartment house, or duplex house, or dwelling house divided into separate living apartments, hotel, rooming house, restaurant, store, office, manufacturing plant, or other place of business, manufacture, service, or residence shall be considered a separate purchase for the purpose of computing the maximum tax to be paid for the purchases during each month, regardless of the ownership, management, control or occupancy of such dwellings, apartments, stores, offices or other places of business, service, manufacture, or residence hereinabove enumerated, and the monthly purchase of each such place of dwelling or business shall be computed separately, even though more than one (1) of the same may be owned, occupied, managed or controlled by the same

person. Notwithstanding, property being serviced and invoiced for utility services through a master meter shall be considered a separate purchase for the purpose of computing the maximum tax to be paid for the purchases during the month.

Sec. 19-21. - When tax effective; taxing periods.

(a) The tax levied by this article shall be effective upon each and every sale in the city of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil, ~~from and after the first day of October, 1945,~~ and in all cases where the seller shall collect the price thereof for monthly periods, such monthly periods shall be computed on the basis of twelve (12) billing cycles per ~~the~~ calendar ~~month~~year; provided, however, that any seller may elect to compute the tax on the basis of a monthly period other than a calendar month, if such seller shall file with the city finance director ~~treasurer~~ a written designation of the monthly period to be used by the seller, and upon such designation the seller may use the monthly period so designated as the basis for the computation of monthly charges. Such period may be changed by such seller from time to time by fixing a different monthly period and if by such change the period shall be lengthened or extended, the maximum tax for any period of less than or more than one (1) month resulting from the change of period shall be computed by increasing or reducing the maximum proportionately to the excess or fraction of a month resulting from such change.

(b) Effective October 1, 2001, the tax levied by this article upon communications services shall be due and collected in accordance with F.S. ch. 202, as may be amended.

Sec. 19-22. - Computation of tax.

(a) In all cases where the seller of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil shall collect the price thereof at monthly periods, or periods of less than one (1) month, the tax levied by this article may be computed on the aggregate amount of the sales during such period; provided, that the tax to be collected shall be the nearest whole cent to the amount computed.

(b) Effective October 1, 2001, the seller of communications services shall collect and account for the tax due under this section in accordance with F.S. ch. 202, as may be amended.

Sec. 19-23. - Purchaser to pay to seller when charge paid.

(a) The tax imposed by section 19-14 shall in every case be paid by the purchaser for the use of the city to the seller of such electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil, at the time of paying the charge therefor to the seller thereof, but not less often than monthly.

(b) Effective October 1, 2001, the tax imposed by section 19-14 upon communications services shall be paid or remitted as provided within F.S. ch. 202, as may be amended.

Sec. 19-24. - Seller to collect, report, pay over tax monthly.

(a) It shall be the duty of every seller of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil, to collect from the purchaser, for the use of the city, the tax levied by this article at the time of collecting the selling price charged for each transaction, and to report and pay over, on or before the fifteenth day following the end of the month, either calendar or elective of the seller, to the finance director ~~treasurer~~ of the city, all such taxes levied and collected during the preceding month. The reporting and payment deadline required by this subsection shall not apply to the extent that the seller is the City levying the tax.

(b) Effective October 1, 2001, the seller of communications services shall collect from the purchaser the tax levied by this article in conformance with F.S. ch. 202, as may be amended.

Sec. 19-25. - Collecting for service without collecting tax.

(a) It shall be unlawful for any seller or any officer, agent or employee of any seller to collect the price for any purchase of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil, without, at the same time, collecting the tax levied by this article in respect to such purchase. Any seller who shall fail to collect such tax at the time of collecting the price of any such purchase shall be liable to the city for the amount of such tax in like manner as if the same had been actually paid to the seller.

(b) Effective October 1, 2001, the seller of communications services shall be liable for uncollected taxes as provided in F.S. ch. 202, as may be amended.

(c) This section shall not apply to the extent that the seller is the City levying the tax.

Sec. 19-26. - Effect of failure of seller to pay taxes to city.

If any seller of services or commodities taxed by this article, and not subject to F.S. ch. 202, as may be amended, shall fail to pay any taxes collected by him pursuant to this article within ten (10) days after he shall be required to pay the same to the city, he shall be liable to and shall pay in addition to such tax a penalty equal to one percent (1%) per day for each day such payment shall be in default after the first ten (10) days. If any seller shall be in default for more than ten (10) days, the finance director ~~treasurer~~ of the city shall be authorized and empowered, and he is hereby directed, to certify the fact of such default to the city attorney, and thereupon the city attorney shall be, and he is hereby, directed to enforce payment from such seller of the amount of such tax due to the city by action at law or suit in equity, and if the same shall be collected by action or suit the seller shall pay, as an additional penalty, such reasonable attorney's fees as may be fixed by the court in which such action or suit is brought to reimburse the city for the expenses incurred for the services of the city attorney in enforcing collection; provided, however, that in no event shall any

seller be liable to the city for the payment of any tax upon any uncollected bills. This section shall not apply to the extent that the seller is the City levying the tax.

Sec. 19-27. - Paying for service without paying tax.

It shall be unlawful for any purchaser to pay to any seller the price charged by such seller for the purchase of any utility service or commodities taxed by this article without, at the same time and in the same transaction, paying to the seller the tax levied by this article on such purchase, with the exception of payment provisions for water service approved by the City pursuant to applicable provisions of the City Code and City of Cocoa Utilities Handbook.

Sec. 19-28. - Penalty for nonpayment of tax by purchaser.

Any purchaser who shall fail to pay the tax imposed by this article at the same time and in the same transaction with the payment to the seller for the utility service or commodities purchased, which are not subject to F.S. ch. 202, as may be amended, shall be liable to the city for a penalty equal to one percent (1%) of the total charge for the utility service or commodities for each day of the default, but not to exceed an amount equal to the tax not paid, which penalty shall be collected by the seller and paid over to the city. Penalties for nonpayment of water service provided by the City shall be governed by applicable provisions of the City Code and the Utilities Handbook.

Sec. 19-29. - Discontinuing service for nonpayment.

If any purchaser shall fail, neglect or refuse to pay to the seller the seller's charge for the sale to the purchaser of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water services, fuel oil, or communications services, and the tax imposed by this article on account of the purchase for which such charge is made, to the extent allowable under the law, the seller shall be authorized to and is hereby vested with authority to immediately discontinue the further sale or furnishing to any such purchaser of any such utility service or commodities until the tax and the seller's charge shall have been paid in full, including the tax. Discontinuance of water service provided by the City shall be governed by applicable provisions of the City Code and the Utilities Handbook.

Sec. 19-30. - Seller to keep records; right of city to inspect.

(a) It shall be the duty of every seller of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water service, or fuel oil, to keep complete records showing all purchases in the city of such utility service or commodities, which records shall show the price charged upon each purchase, the date thereof, and the date of payment thereof, and such records shall be kept open for inspection by the finance director ~~treasurer~~ of the city or any duly authorized agent of the city during all business hours on all business days. Pursuant to Section 166.234,

Florida Statutes, as may be amended, ~~T~~the city finance director ~~treasurer~~, or any duly authorized agent of the city, shall have the right, power and authority to inspect and audit such records and make transcripts thereof during such times as they may desire; provided, that the right of inspection shall be exercised, as far as possible, so as to not interfere with the orderly arrangement and conduct of the books and records of the seller.

(b) Effective October 1, 2001, the seller of communications services, shall collect and account for the tax due under this section in accordance with F.S. ch. 202, as may be amended.

(c) This section shall not apply to the extent that the seller is the City levying the tax.

Sec. 19-31. - Disposition, appropriation and use of revenues.

All revenues received, collected or derived from the taxes levied by this article, and not subject to F.S. ch. 202, as may be amended, shall be paid by the sellers to the finance director ~~treasurer~~ of the city and shall be deposited by the finance director ~~treasurer~~ of the city in its general operating account, and shall be used and are hereby appropriated for the payment of the necessary operating expenses of the city in the exercise of its governmental, public, proprietary, and corporate purposes, for the payment of the salaries of the officers, agents and employees of the city, for the purchase of supplies, property, real estate and other articles required for the operation of the functions of the city; and the revenues received, collected or derived from such taxes may be appropriated for the payment of principal and interest on revenue bonds provided by ~~Article XXVI of~~ the city charter or other applicable law~~, as contained in Chapter 61-2019, Laws of Florida~~. All taxes levied subject to F.S. ch. 202, as may be amended, shall be used and appropriated as provided in F.S. § 202.19, as may be amended.

Sec. 19-32. - Rights-of-way permitting election.

(a) *Intent.* It is the intent of the city council for the city to make an election under F.S. § 337.401(3)(c)1., as amended by section 34, 2001-140 General Laws of Florida, regarding the city's decision on whether to require and collect permit fees from any providers of communications services that use or occupy municipal roads or rights-of-way for the provision of communications services.

(b) *Election not to require and collect permit fees.* The city elects not to require and collect permit fees from any provider of communications services that uses or occupies municipal roads or rights-of-way for the provision of communications services. As provided in F.S. § 337.401(3)(c)1., this election shall take effect October 1, 2001.

(c) *Election to increase local communications services tax.* Pursuant to F.S. § 337.401(3)(c)1., the city elects to increase its total rate for the local communications services tax as provided within section 19-14(b) of the city Code, by an amount of twelve-hundredths percent (0.012%), and this

election shall take effect January 1, 2003.

Secs. 19-33—19-39. - Reserved.

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

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

_____
HENRY U. PARRISH, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____

Effective Date: _____

Legislation Details (With Text)

File #:	17-331	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	7/24/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request in the amount of $5,800.00 for the property located at 1053 Hickory Ln. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1053 Hickory Ln - SD.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 24, 2017
Agenda Date: August 22, 2017
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request in the amount of $5,800.00 for the property located at 1053 Hickory Ln.

BACKGROUND:

CASE# 14-302:

The Code Enforcement Board held a public hearing on July 17, 2014, at which time the Board found the owner, Innova Investment Group LLC; Via Lam Llc, in violation of the following:

Section 6-900(b)(1) - Accumulation of Junk & Trash.

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective 8/9/2014. The lien ran at $50.00 per day from 8/9/2014 until compliance was achieved on 6/29/2017. The lien is $53,600.00 including $800 in Fixed Liens and the current owner, Innova Investment Group LLC; Via Lam Llc, is requesting that the lien be forgiven, due to the fact that the violations were imposed against the previous owner and he was not aware of the liens at the time of purchase.

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

- Whether the current owner owned the property at the time the violation(s) occurred; **No**

- When did the current owner obtain the property? **05/22/2015**

- How was the property obtained? **Quit Claim**

- How many (if any) previous code enforcement cases were on the property; **Ten.**

- How many (if any) previous or current code enforcement cases on other property owned by the same owner; **Eleven**

- The number of violations related to the subject lien; **One**

- The length of time the code enforcement lien ran before the violation was brought into compliance; the lien ran for **1056 days** and the total amount of the lien is **$52,800.00.**

- The current market value of the subject property; the current market value is **$34,930.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$ 5,800.00**.

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

STRATEGIC PLAN CONNECTION:

Image / Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on July 20, 2017, recommended that the lien be reduced to $5,800.00.

RECOMMENDED MOTION:

Approve a Code Enforcement Lien Reduction request in the amount of $5,800.00 for the property located at 1053 Hickory Ln.

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
7/19/2017

LIEN REDUCTION REQUEST FOR
CASE CE- 14-302

The Code Enforcement Board held a public hearing on **7/17/2014**, at which time the Board found the owner, **Kenneth & Susan Davenport** in violation of the following:

Ch. 6 Sec. 6-900(b)(1) – Accumulation of Junk & Trash

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **8/9/2014**. The lien ran at **$50.00** per day from **8/9/2014** until compliance was achieved on **6/29/2017**. The lien is **$53,600.00 including $800 in Fixed Liens** and the current owner, **Innova Investment Group LLC; Via Lam Llc**, is requesting that the lien be forgiven, due to the fact that the violations were imposed against the previous owner and he was not aware of the liens at the time of purchase.

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

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- How many (if any) previous code enforcement cases were on the property; **Ten**
- How many (if any) previous or current code enforcement cases on other property owned by the same owner; **Eleven**
- The number of violations related to the subject lien; **One**
- The length of time the code enforcement lien ran before the violation was brought into compliance; the lien ran for **1056** days and the total amount of the lien is
- The current market value of the subject property; the current market value is **$34,930** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to 5,800.00.

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

Application # CE - 14 - 302

LIEN REDUCTION APPLICATION

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

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

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

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

For Office Use Only - Date Received
RECEIVED
MAY 25 2017
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 5/24/17

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

Company (if applicable): Innova Investment Group, LLC. & Via Lam, LLC.

Name: Nicolas Bravo

Mailing Address: PO BOX 310686

City: Miami State: FL Zip Code: 33231

Phone #: 786-708-1242 Fax #:

Mobile #: 786-262-2003 E-mail: bravocamino@hotmail.com

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

Company (if applicable):

Name:

Mailing Address:

City: State: Zip Code:

Phone #: Fax #:

Mobile #: E-mail:

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

Street Address and Location: 1053 Hickory Ln Cocoa, FL 32922

Parcel ID:

24-36-29-01-16-1□.□-□□□□.□□

Tax Account Number:

2421819

Existing Use(s) on Property: Residential

Proposed Use(s) on Property: _____

(If residential – (circle one) **owner occupied** or (rental); if rental does property owner anticipate accepting any state or federal rental subsidies? No

Nature of Violation(s): Junk/Trash

Date Fine or Lien Imposed: 06/14/2014 Amount of Fine: $50.00 per day

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

Date upon which the subject property was brought into compliance: _____

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

Code enforcement case number: CE 14-302

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

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / (NA) (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? We are the first mortgage lender title was acquired through Deed in Lieu of foreclosure dated May 22, 2015.

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

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

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

We are a first mortagge lender therefore a foreclosing entity. We learned of this pending lien through a lien search hereby attached. The property has been kept in compliance since we took title. We kindly request this Board to consider the facts and grant us the appropiate release of any accrued penalties except those which are true cost.

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

Former homeowner (Borrower) was in mortgage default the property was abandoned. We had no ownership rights to take corrective action

Amount you are requesting that the lien be reduced to: $500 (or true city expense)

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

Since we took title the property has been completely remodeled, see atatched deed in lieu of foreclosure and lien search.

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

1205 Japonica Ln Cocoa, FL 32922 by Innova Investment Group, LLC 50% interest (a foreclosing entity). Disrepair prior to recent foreclosure being address by proper permit as applied and pending approval.

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

   a. ☑ **Notarized application.**

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

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

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

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

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

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

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

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

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11. Signatures and Notarization.

STATE OF Florida COUNTY OF Orange. I, A. Nicolas Bravo-Cortino being first duly sworn, depose and say that:

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

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

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

(APPLICANT SIGNATURE)

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

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL DL

SELAH FERRY
MY COMMISSION # FF955409
EXPIRES: January 27, 2020

Selah Ferry
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ ORANGE

Sworn and subscribed to before me this 24th day of May, 20 17

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First BILLING

Customer service is our business

City of Cocoa Building Office Flat

Date / Time	5/25/2017 11:45:14 AM	Cashier	dsimpson
Transaction ID	49537819	$20.00	Base
		$2.99	Conv. Fee
		$22.99	Total
Invoice Number	CE 14-302		

Payment Summary :
Payment Acct Last4 : ********
Billing Name : INNOVA VIIA LAM
Billing Address :
, 33231
Phone Number :
Email Address :

CITY OF COCOA
*** CUSTOMER RECEIPT ***
Oper: COCODDS Type: CC Drawer: 1
Date: 5/25/17 02 Receipt no: 492519

	Year	Number	Amount
	2014	302	
CE		CODE ENFORCEMENT	$20.00

Tender detail
CC CREDIT CARD $20.00
Total tendered $20.00
Total payment $20.00

Trans date: 5/25/17 Time: 11:47:12

*** TOTAL DOES NOT INCLUDE CC FEE ***

PAYMENTS CAN NOW BE MADE ONLINE AT
HTTP://WWW.COCOAFL.ORG OR THROUGH THE
AUTOMATED PHONE SYSTEM (321) 433-8400

South Milhausen
A PROFESSIONAL ASSOCIATION

Gateway Center
1000 Legion Place • Suite 1200
Orlando, FL 32801
Tel 407 539 1638
Fax 407 539 2679
www.southmilhausen.com

Jeffrey P. Milhausen
J. Todd South
Richard D. Baxter
John Christensen
Sherry Lambson-Eisele
Jason Hawkins
F. Lee Morrison
D.H. Popper P.A.
Scott R. Rost
Dudley Q. Sharp LL.M.
Scott South
Nathan L. Townsend
Taylor D. Ward **
Cameron H. P. White

BOARD CERTIFIED BY THE FLORIDA BAR IN BUSINESS LITIGATION
** OF COUNSEL
ALSO ADMITTED IN NEW YORK
ALSO ADMITTED IN MISSOURI AND KANSAS

July 20, 2017

Via Electronic Mail
(dbunt@cocoafl.org)

Dennis Bunt
Code Enforcement Manager
Cocoa Police Department
1226 W. King Street
Cocoa, FL 32922

Re: CONFIDENTIAL SETTLEMENT OFFER
1053 Hickory Lane, Cocoa, FL ("Property")

Dear Mr. Bunt:

Our firm, South Milhausen, P.A., represents Innova Investment Group, LLC and Via Lam, LLC ("Owners"), owners of the above-referenced Property. This communication is being sent to facilitate a confidential settlement discussion.

Our clients became the owners of the Property on July 29, 2016, by accepting a deed-in-lieu of foreclosure from the prior owners, Kenneth P. Davenport and Susan H. Davenport. Since acquiring the Property, our clients have made a diligent effort to bring the Property into compliance.

Therefore, on behalf of our client, I am authorized to offer the following settlement proposal. In exchange for the release of the running liens owed the City of Cocoa, currently set for $52,800.00 under Case Numbers 15-756, 15-403, 15-061, 14-328, 14-302, and 12-708, our client is prepared to satisfy these liens with a lump sum of $1,800.00. This amount represents satisfaction of the costs incurred by the City of Cocoa in the amount of $800.00, as well as payment of $1,000.00 for any inconvenience this has caused the City of Cocoa. Payment of this amount can be made within ten (10) days of acceptance.

Kindly consider this proposal and contact me no later than Monday, July 24, 2017, to advise whether this is acceptable.

Thank you for your time and consideration of this matter.

Sincerely,

Cameron H.P. White

CHPW/
cc: Client

Skyline LIEN SEARCH

www.SkylineLien.com
Toll Free: 1-888-553-4627
P.O. Box 652926
Miami, FL 33265

BILL TO

Roxana I. Nasco, P.A.
2600 So Douglas Road
1007
miami , FL 33134
3058582615

SERVICE

Lien Search

05/15/2017

INVOICE

#613205

PROPERTY INFORMATION

File Number: 17-503

Folio: 24-36-29-01-16-1

Address:
1053 Hickory Lane
Cocoa, FL 32922

County: Brevard

DETAILS

Order: 613205
Date: 05/15/2017
Payment Due

Lien Search Fee:	**$175.00**
Lien Search Rush Fee:	**$0.00**
Lien Search Expenses:	**$0.00**

Total: $175.00

All Invoices are due within 30 days or at closing, as established by agreement between the above mentioned company and Skyline Lien Search, Inc. Please include a copy of the invoice with all payments. Skyline Lien Search is not responsible for any reporting error caused by inaccurate entries/docketing, and/internal; reporting procedures of the examined records from the particular County/ Municipality.

For overnight payment delivery: 8785 SW 165 Ave. PH 301. Miami, FL 33193

If you have any questions about this invoice, please contact:
(305) 553-4627 or accounting@skylinelien.com
www.SkylineLien.com

Thank you for choosing Skyline Lien Search!

Skyline LIEN SEARCH

www.SkylineLien.com
Toll Free: 1-888-553-4627
12002 SW 128TH CT, Suite 202
Miami, FL. 33186

ORDER DETAILS

This Summary Report is provided as a guide only. Please, review the attached documents.

1053 Hickory Lane
Cocoa, FL 32922

Company: Roxana I. Nasco, P.A.
File Number: 17-503
Folio: 24-36-29-01-16-1

Requested by: Roxana Nasco
Order: 613205
Date: 05/15/2017

TAXES

Currently Due: YES ✗
Frequency: Annually

Please see DELINQUENT TAX information.

Delinquent Taxes Due: YES ✗

Period	Due as of	Amount
2016	05/31/2017	983.10

Taxes Paid: N/A ✓

Contact: Payable to: BREVARD COUNTY TAX COLLECTOR Address: 400 South St., 6th Flr Titusville, FL Ph.: 321-264-6935

VIOLATIONS

Code Violations: YES ✗

Payoff Attached: NONE

Multiple code violations, please see attached for further information.

Building Violations: NONE ✓

Payoff Attached: NONE

Contact: Ph.: 321-639-7570

ASSESSMENTS

Assessments: NONE ✓

MUNICIPAL LIENS

Municipal Liens: YES ✗

Code enforcement lien(s) please see attached for further information.

UTILITIES

Utilities Due: YES ✗

Lien: NONE

Account	Date	Amount
N/A	12/27/2016	425.79
N/A	02/08/2005	58.80
N/A	01/07/2003	712.25
N/A	08/25/1994	58.32

Account History Attached: NONE

Contact: Address: CITY OF COCOA 65 STONE ST COCOA, FLORIDA 32922 Ph.: 321-433-8480

PERMITS

Open / Expired Permits: YES ✗

Permit
#05-1916 - EXPIRED - ELECTRICAL

Contact: Ph.: 321-639-7567

PROCESSING

Examiner: Lilly Gomez **Lien Search Summary #3783671** **Completed On:** 05/17/2017

Skyline Lien Search, Inc. is not responsible for any errors or omissions by City of County officials providing the attached information. Skyline Lien Search is not responsible for any discrepancies between the summary report and the documents provided. It is the user's responsibility to read the attached documents. Tangible personal property taxes are ad valorem assessments againts forniture, fictures and equipment located in businesses or rental property. Although every attempt is made to provide such information, our company makes no express or implied warranty concerning business assests. Please, verify prior to closing with business entity record. Please, make sure to update your search before closing and remit any questions to our office at 1-888-553-4627.

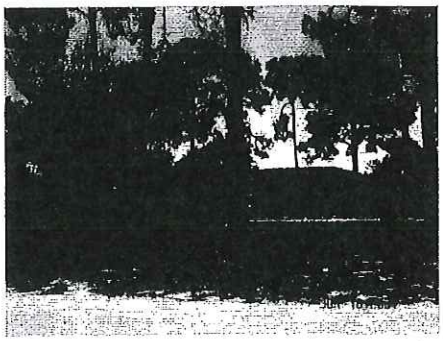
Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2421819
Owners	Innova Investment Group LLC; Via Lam LLC
Mailing Address	701 Brickell Ave , Unit 1650 Miami FL 33131
Site Address	1053 Hickory Ln Cocoa FL 32922
Parcel ID	24-36-29-01-16-1
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.38
Subdivision	Pineridge Subd
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0011/0100
Land Description	Pineridge Subd Lot 1 Blk 16



VALUE SUMMARY

Category	2016	2015	2014
Total Market Value	$34,930	$30,340	$28,970
Agricultural Market Value	$0	$0	$0
Assessed Value Non-School	$34,930	$30,340	$28,970
Assessed Value School	$34,930	$30,340	$28,970
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$34,930	$30,340	$28,970
Taxable Value School	$34,930	$30,340	$28,970

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
05/22/2015	$30,400	QC	Improved	7674/1809
08/07/2002	$12,400	QC	Improved	4695/0642
10/30/1993	$34,100	WD	Improved	3332/2695
03/01/1992	$6,000	QC	Improved	3185/0214
12/01/1968	$12,600	--	--	1061/0523

BUILDINGS

PROPERTY DATA CARD #1

Building Use	Year Built	Story Height	Floors	Residential Units	Commerical Units
0110 - Single Family Residence	1957	8	1	1	0

Materials	
Exterior Wall:	Painted Exterior
Frame:	Masnryconc
Roof:	Bu-Tg/Mmbrn
Roof Structure:	Flat/Shed

Sub Areas	
Base Area (1st)	1000
Carport	304
Utility Room	84
Total Base Area	1000
Total Sub Area	1388

Extra Features

No Data Found

Additional Extra Features

No Data Found

Generated on 5/16/2017 9:04:37 AM

BREVARD COUNTY TAX COLLECTOR
Lisa Cullen, CFC

2016 Roll Details — Real Estate Account At 1053 HICKORY LN, COCOA

Print this page

Real Estate Account #2421819 | Parcel details | Latest bill | Full bill history

Pay All: $983.10

2016	2015	2014	2013	...	2005
$983.10 due	PAID	PAID	PAID		PAID

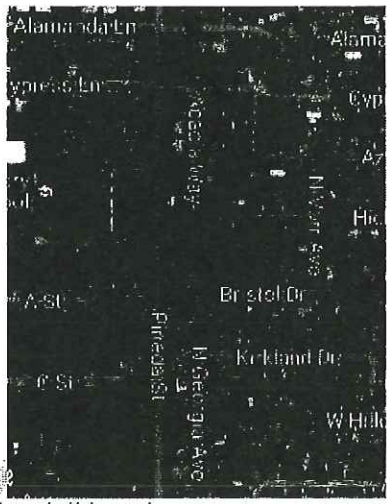
Get Bills by Email | **Pay this bill: $983.10**

Owner: Innova Investment Group LLC
701 Brickell AVE # 1650
Miami, FL 33131-2847
and 1 other

Situs: 1053 HICKORY LN
COCOA

Account number: 2421819
Alternate Key: 2421819
Millage code: 23D0
Millage rate: 19.1903

Assessed value: 34,930
School assessed value: 34,930



Location is not guaranteed to be accurate. **GIS - Property Appraiser**

2016 Annual bill — View

Ad valorem: $670.33
Non-ad valorem: $250.16
Total Discountable: 920.49
No Discount NAVA: 0.00
Total tax:

Legal description

PINERIDGE SUBD LOT 1 BLK 16

Location

Geo number: 24 3629-01-16-1
Township: 24
Range: 36
Section: 29
Block: 16
Lot: 1

Use code: 0110
Total acres: 0.380

Addresses

Other owners: Via Lam LLC



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BREVARD COUNTY TAX COLLECTOR
Lisa Cullen, CFC

Bill History — Real Estate Account At 1053 HICKORY LN, COCOA

Print this page

Real Estate Account #2421819 | Parcel details | Latest bill | Full bill history

Get Bills by Email

Amounts as of 05/16/2017

Pay all: $983.10

Bill	Balance			
2016 Annual Bill	$983.10	Pay this bill: $983.10		Print (PDF)
2015 Annual Bill		09/13/2016	Paid $932.94 Receipt #800-16-00004728	Print (PDF)
Tax Deed Application #160442		09/22/2016	Deed sale	
		07/13/2016	Deed certified	
		04/26/2016	Deed applied	
2014 Annual Bill		09/13/2016	Paid $980.80 Receipt #800-16-00004728	Print (PDF)
Tax Deed Application #160442		09/22/2016	Deed sale	
		07/13/2016	Deed certified	
		04/26/2016	Deed applied	
2013 Annual Bill	$0.00	09/13/2016	Paid $961.56 Receipt #800-16-00004728	Print (PDF)
Tax Deed Application #160442		09/22/2016	Deed sale	
		07/13/2016	Deed certified	
		04/26/2016	Deed applied	
2012 Annual Bill	$0.00	11/29/2012	Paid $787.08 Receipt #2013-8007043	Print (PDF)
2011 Annual Bill	$0.00	05/21/2012	Paid $960.44 Receipt #2012-1111150	Print (PDF)
2010 Annual Bill	$0.00	04/30/2012	Paid $1,148.86 Receipt #2012-1110832	Print (PDF)
Redeemed certificate #4792	Face $1,088.20 Rate 4.75%	04/30/2012	Certificate redeemed	
		05/31/2011	Certificate issued	
		05/01/2011	Advertisement file created	
2009 Annual Bill	$0.00	04/30/2012	Paid $1,465.35 Receipt #2012-1110832	Print (PDF)
Redeemed certificate #5109	Face $1,249.54 Rate 8.75%	04/30/2012	Certificate redeemed	
		05/28/2010	Certificate issued	
		05/01/2010	Advertisement file created	
2008 Annual Bill	$0.00	11/27/2008 *Effective 11/26/2008*	Paid $1,422.02 Receipt #2009-6079692	Print (PDF)
2007 Annual Bill	$0.00	12/01/2007 *Effective 11/30/2007*	Paid $1,555.98 Receipt #2008-6087764	Print (PDF)
2006 Annual Bill	$0.00	12/02/2006 *Effective 11/30/2006*	Paid $1,847.48 Receipt #2007-6076554	Print (PDF)
2005 Annual Bill	$0.00	11/28/2005 *Effective 11/23/2005*	Paid $1,486.24 Receipt #2006-9052927	Print (PDF)
Total Balance	$983.10	Pay all: $983.10		

VISA MasterCard American Express Cards DISCOVER Network e-check

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2016 REMINDER REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2421819		23D0

Pay your taxes online at www.brevardtc.com

Innova Investment Group LLC
Via Lam LLC
701 Brickell AVE # 1650
Miami, FL 33131-2847

1053 HICKORY LN

PINERIDGE SUBD LOT 1 BLK 16

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	4.3631	34,930	0	34,930	152.40
BREVARD LIBRARY DISTRICT	0.5232	34,930	0	34,930	18.28
BREVARD MOSQUITO CONTROL	0.2067	34,930	0	34,930	7.22
RECREATION DISTRICT 4 - MAINT	0.7200	34,930	0	34,930	25.15
TI-CO AIRPORT AUTHORITY	0.0000		0	0	0.00
SCHOOL - BY STATE LAW	4.6680	34,930	0	34,930	163.05
SCHOOL - BY LOCAL BOARD	0.7480	34,930	0	34,930	26.13
SCHOOL - CAPITAL OUTLAY	1.5000	34,930	0	34,930	52.40
CITY OF COCOA	5.9790	34,930	0	34,930	208.85
ST JOHNS RIVER WATER MGMT DST	0.2885	34,930	0	34,930	10.08
FLA INLAND NAVIGATION DIST	0.0320	34,930	0	34,930	1.12
ENV END LD/WTR LTD 05-24	0.0582	34,930	0	34,930	2.03
ENV END LD/WTR LTD(DBTP) 05-24	0.1036	34,930	0	34,930	3.62

TOTAL MILLAGE	19.1903	AD VALOREM TAXES	$670.33

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
156 SOLID WASTE COLLECTION		0.00
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		193.16

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$250.16

If Received By Please Pay	May 31, 2017 $983.10				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2016 REMINDER REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2421819		23D0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

Innova Investment Group LLC
Via Lam LLC
701 Brickell AVE # 1650
Miami, FL 33131-2847

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE, NOT IN LINE"

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Received By Please Pay	May 31, 2017 $983.10				

1 02421819 2016 4

FRSData

City of Cocoa
Municipal Information Report

Property Address:
1053 Hickory Ln
Cocoa, Florida 32922
Folio #: 2421819

Effective Date:
05/16/2017

Requested By:
Skyline Lien Search
12002 SW 128th Ct, Ste 202
Miami, Florida 33186

Payment Method: Please issue check in the amount of $45.00 to FRS Data, LLC for search

1. Code Enforcement

Violation Code:	Due:	Violation:	Status:	Violation Date:
09-6		Abandoned junk vehicle	Abated	10/3/2008
12-708	$165.00	Weeds	Fixed Lien	08/12/2012
14-302		Junk/Trash	Running Lien - $50,600.00 as of today + $50.00 daily starting 8/8/2014	06/04/2014
14-328	$155.00	Weeds	Fixed Lien	07/01/2014
15-403	$160.00	Weeds	Fixed Lien	03/21/2015
15-61	$160.00	Weeds	Fixed Lien	10/24/2014
15-756	$160.00	Weeds	Fixed Lien	08/05/2015

2. Permits

Item/Description:	Due:	Permit #:	Status:	Date:
Electrical		05-1916	Expired	06/01/2005

3. Utilities

Type:	Account Name:	Due Date:	Balance*:	Effective Date:
Water/Sewer/Garbage	Crawford-Brown, Kristeena R	05/15/2017	$0.00	05/16/2017
Water/Sewer/Garbage	Gadcaz, Breanna	12/27/2016	$425.79	05/16/2017
Water/Sewer/Garbage	Bodden, Marvin Francisco	02/08/2005	$58.80	05/16/2017
Water/Sewer/Garbage	Green, Andrea Monique	01/07/2003	$712.25	05/16/2017
Water/Sewer/Garbage	Phelps, Richard T	08/25/1994	$58.32	05/16/2017

Report attachments: Account History

www.FRSData.com

Any questions regarding matters as they appear on this report should be directed to searches@frsdata.com.

Please issue payment for any monies due on above report directly to The City of Cocoa (see below options).Search fees should be made payable to FRS Data, LLC.

If monies are owed on this account you have THREE options to settle the account:

1. Mail a check to 65 Stone St. Cocoa, Fl. 32922 Attn: Customer Service
2. Call 321-433-8400 and follow the prompts. VISA, MasterCard, AMEX, Discover or Checking
3. Visit our web-page www.cocoafl.org "Online Payments", same payment methods

INVOICE

FRS Data, LLC
424 E.Central Blvd. Suite 376
Orlando, FL 32801
billing@frsdata.com

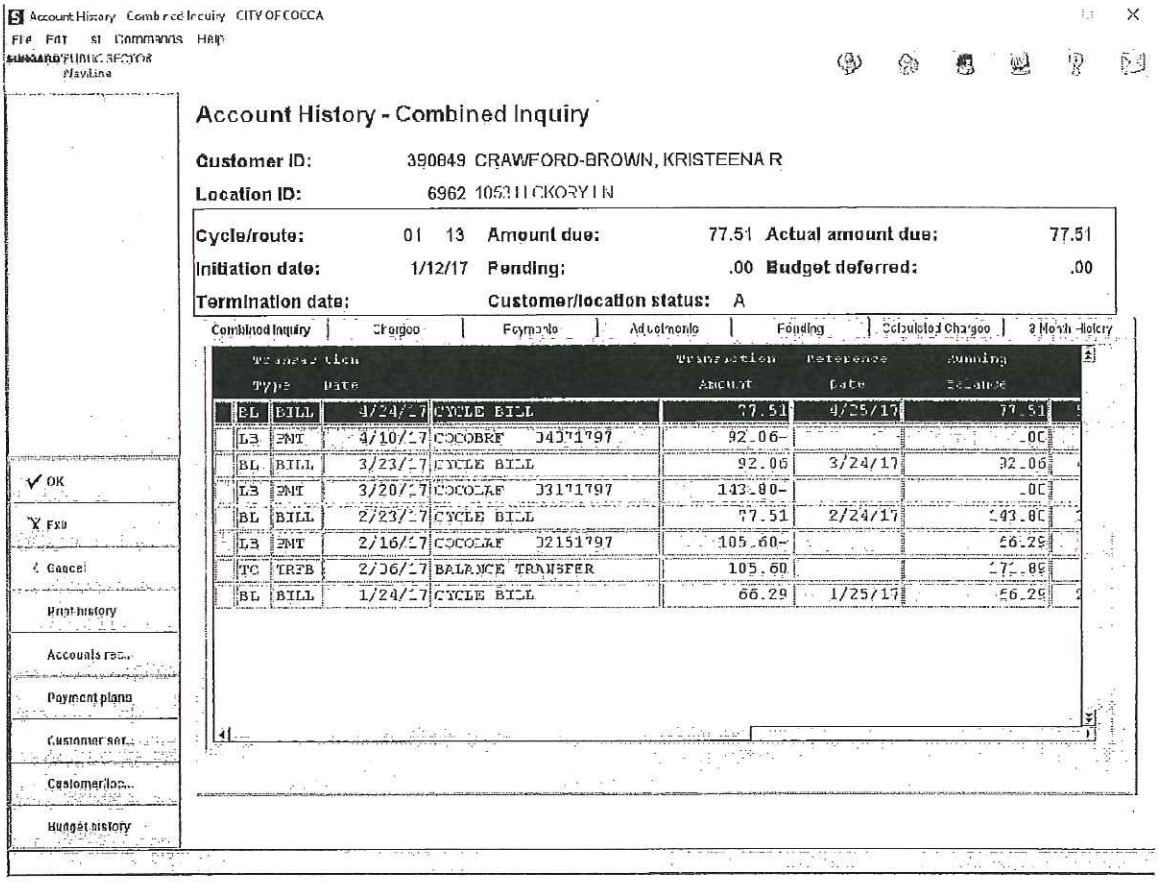
Invoice No : 11113
Date : 05/16/2017
Received : 05/16/2017
Municipality : City of Cocoa

Bill To:
Skyline Lien Search
12002 SW 128th Ct, Ste 202
Miami, Florida 33186

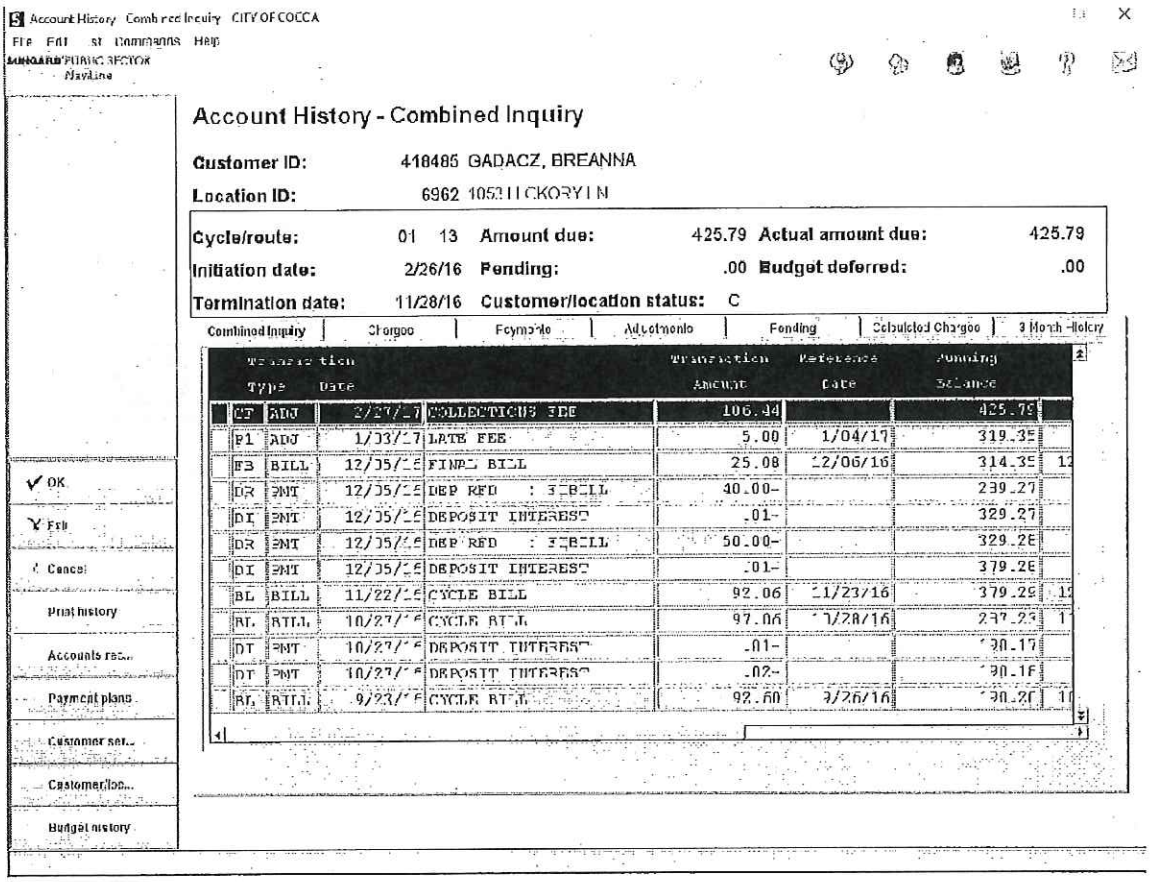
Payment Terms
30 days

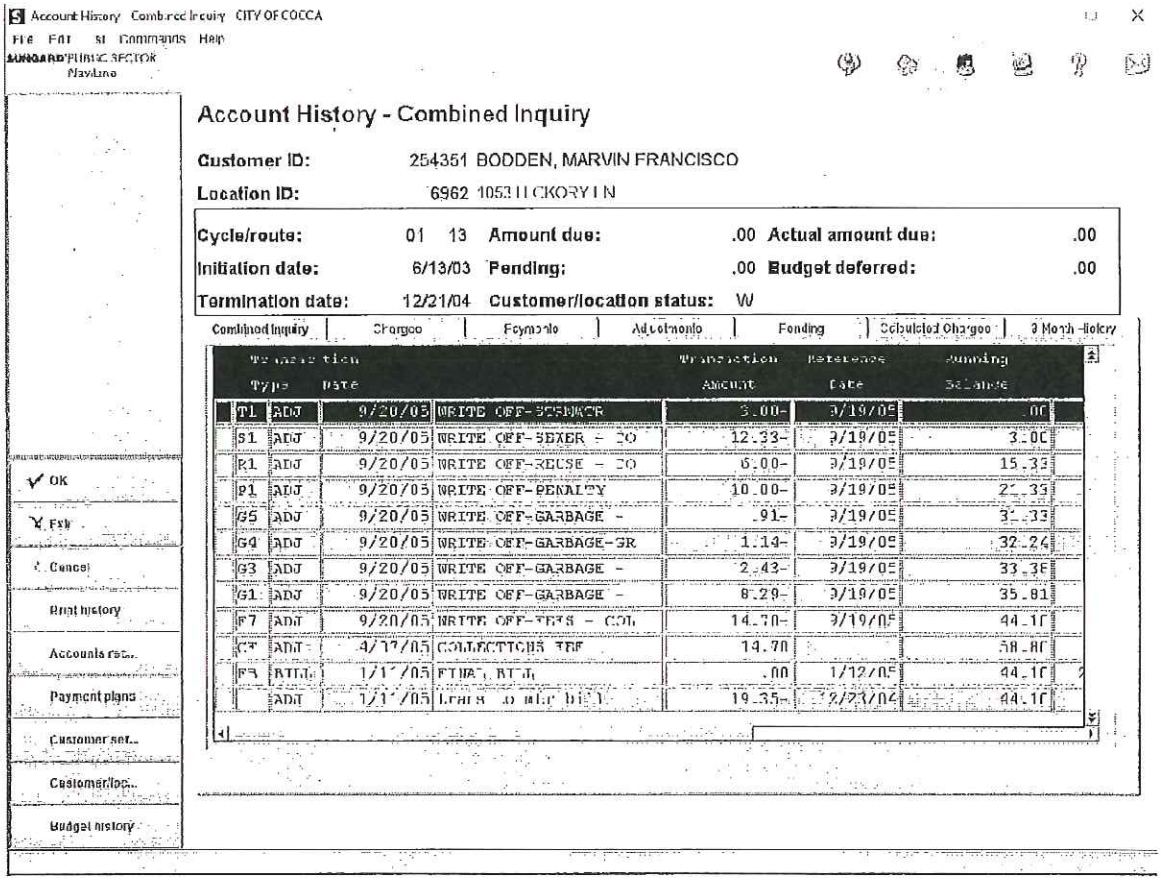
Quantity	Description	Unit Price	Line Total
1	Lien Search w/AH-Rush	$45.00	$45.00
	Property Address: 1053 Hickory Ln		
		Subtotal	$45.00
		TOTAL	$45.00

Make all checks payable to FRS Data, LLC and mail to the above address.

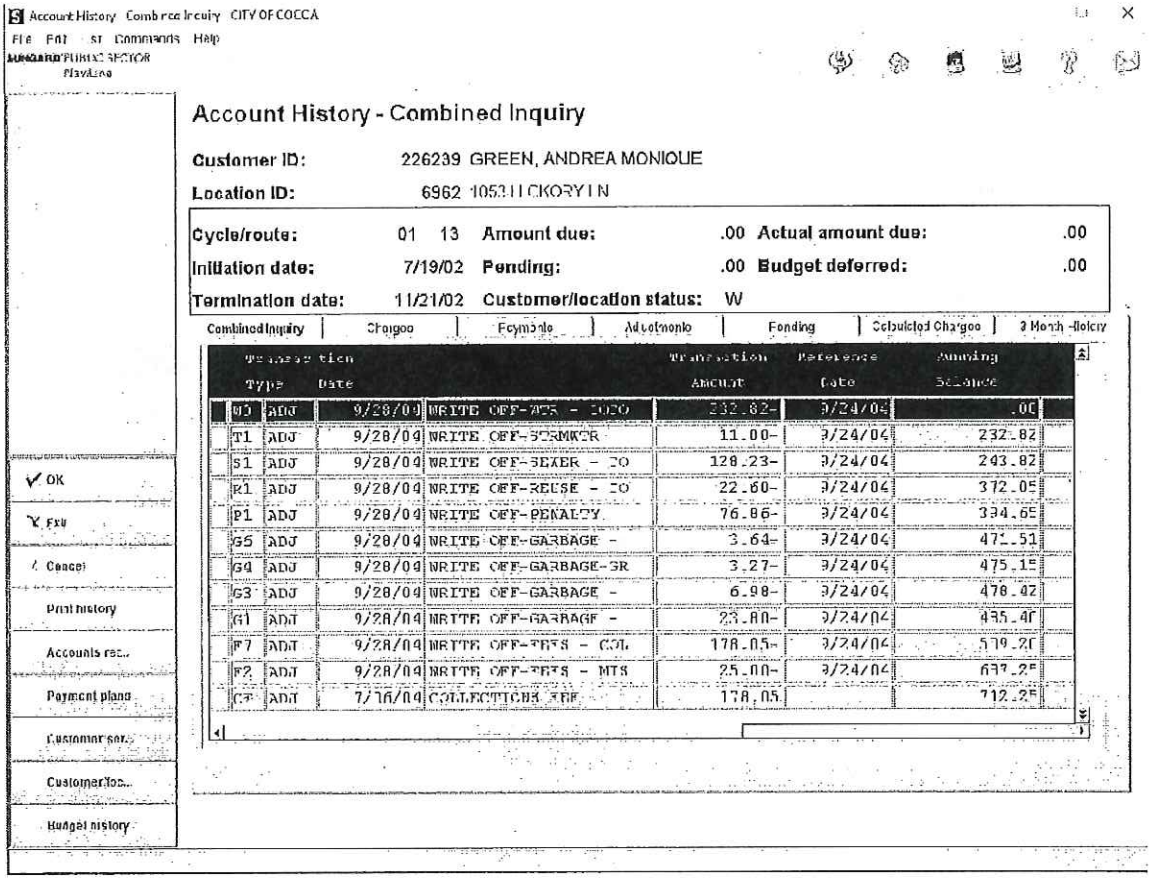


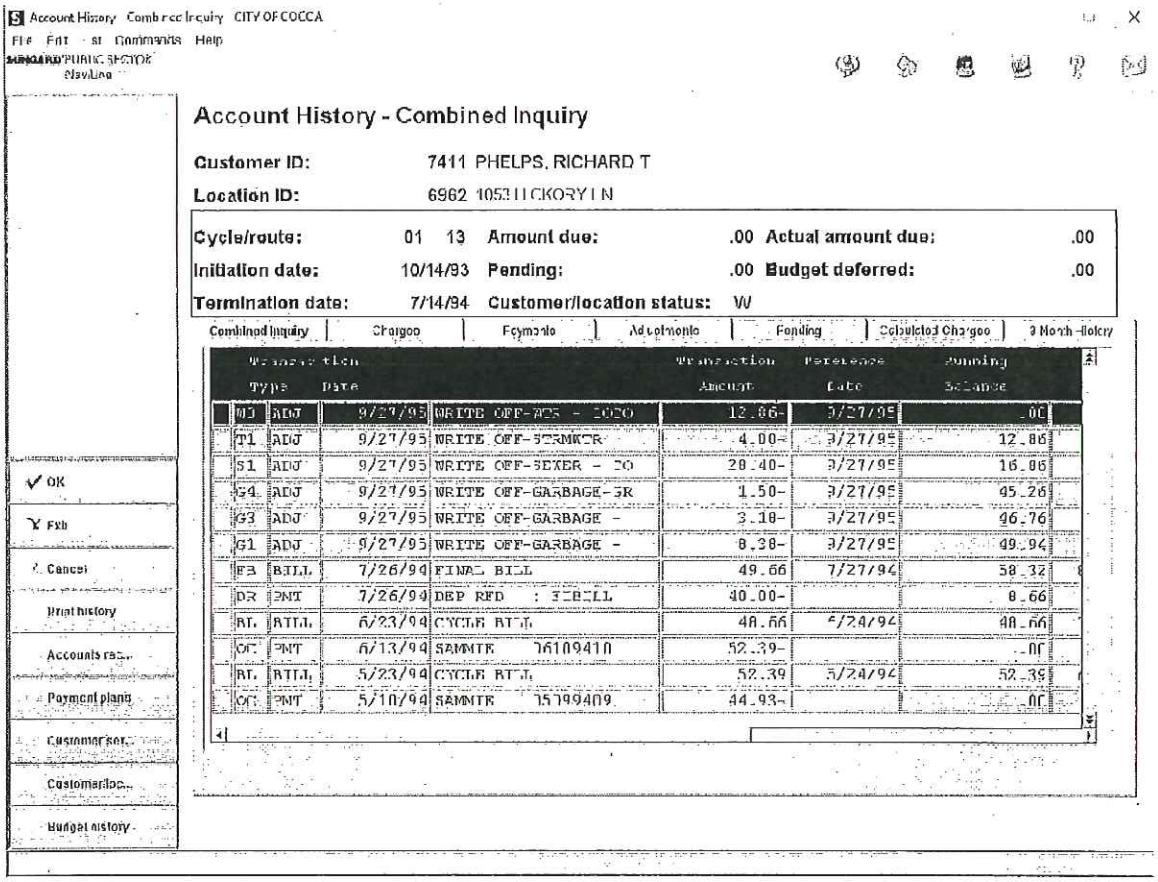
Transaction Type	Date		Transaction Amount	Reference Date	Running Balance
BL BILL	4/24/17	CYCLE BILL	77.51	4/25/17	77.51
LB PMT	4/10/17	COCOBRF 04171797	92.06-		.00
BL BILL	3/23/17	CYCLE BILL	92.06	3/24/17	92.06
LB PMT	3/20/17	COCOLAF 03171797	143.80-		.00
BL BILL	2/23/17	CYCLE BILL	77.51	2/24/17	143.80
LB PMT	2/16/17	COCOLAF 02151797	105.60-		66.29
TC TRFB	2/06/17	BALANCE TRANSFER	105.60		171.89
BL BILL	1/24/17	CYCLE BILL	66.29	1/25/17	66.29


Account History Combined Inquiry CITY OF COCCA
File Edit Commands Help
Navline
Account History - Combined Inquiry
Customer ID: 418485 GADACZ, BREANNA
Location ID: 6962 1052 HICKORY LN
Cycle/route: 01 13
Amount due: 425.79
Actual amount due: 425.79
Initiation date: 2/26/16
Pending: .00
Budget deferred: .00
Termination date: 11/28/16
Customer/location status: C
Combined Inquiry
Charges
Payments
Adjustments
Pending
Calculated Charges
3 Month History
Transaction Type
Transaction Date
Transaction Amount
Reference Date
Running Balance
CT ADJ 2/27/17 COLLECTIONS FEE 106.44 425.79
F1 ADJ 1/03/17 LATE FEE 5.00 1/04/17 319.35
FB BILL 12/05/16 FINAL BILL 25.08 12/06/16 314.35
DR PMT 12/05/16 DEP REQ : FEBILL 40.00- 289.27
DI PMT 12/05/16 DEPOSIT INTEREST .01- 329.27
DR PMT 12/05/16 DEP REQ : FEBILL 50.00- 329.28
DI PMT 12/05/16 DEPOSIT INTEREST .01- 379.28
BL BILL 11/22/16 CYCLE BILL 92.06 11/23/16 379.29
BL BILL 10/27/16 CYCLE BILL 97.06 10/28/16 287.23
DT PMT 10/27/16 DEPOSIT INTEREST .01- 190.17
DT PMT 10/27/16 DEPOSIT INTEREST .02- 190.18
BL BILL 9/23/16 CYCLE BILL 92.60 9/26/16 190.20
OK
Exit
Cancel
Print history
Accounts rec...
Payment plans
Customer ser...
Customer/loc...
Budget history



Transaction Type	Transaction Date		Transaction Amount	Reference Date	Running Balance
TL ADJ	9/20/05	WRITE OFF-SEWER	3.00-	9/19/05	0C
S1 ADJ	9/20/05	WRITE OFF-SEWER - CO	12.33-	9/19/05	3.0C
R1 ADJ	9/20/05	WRITE OFF-REUSE - CO	6.00-	9/19/05	15.33
P1 ADJ	9/20/05	WRITE OFF-PENALTY	10.00-	9/19/05	21.33
G5 ADJ	9/20/05	WRITE OFF-GARBAGE -	.91-	9/19/05	31.33
G4 ADJ	9/20/05	WRITE OFF-GARBAGE-GR	1.14-	9/19/05	32.24
G3 ADJ	9/20/05	WRITE OFF-GARBAGE -	2.43-	9/19/05	33.38
G1 ADJ	9/20/05	WRITE OFF-GARBAGE -	8.29-	9/19/05	35.81
F7 ADJ	9/20/05	WRITE OFF-TEFS - COL	14.70-	9/19/05	44.1C
C7 ADJ	4/17/05	COLLECTIONS TEF	14.70		58.8C
F5 BILL	1/17/05	FINAL BILL	.00	1/12/05	44.1C
ADJ	1/17/05	Leans to mid bill	19.35-	12/23/04	44.1C


Account History Combined Inquiry CITY OF COCCA
File Edit Commands Help
Account History - Combined Inquiry
Customer ID: 226239 GREEN, ANDREA MONIQUE
Location ID: 6962 1053 11 CKORY LN
Cycle/route: 01 13
Amount due: .00
Actual amount due: .00
Initiation date: 7/19/02
Pending: .00
Budget deferred: .00
Termination date: 11/21/02
Customer/location status: W
Combined Inquiry
Charges
Payments
Adjustments
Pending
Calculated Charges
3 Month History
OK
Exit
Cancel
Print history
Accounts rec...
Payment plans
Customer ser...
Customer loc...
Budget history
Transaction Type
Transaction Date
Transaction Amount
Reference Date
Running Balance
WRITE OFF-WTR - 2020 232.82- 9/24/04 .00
WRITE OFF-SWIMMER 11.00- 9/24/04 232.82
WRITE OFF-SEWER - 20 128.23- 9/24/04 243.82
WRITE OFF-REUSE - 20 22.60- 9/24/04 372.05
WRITE OFF-PENALTY 76.86- 9/24/04 394.65
WRITE OFF-GARBAGE - 3.64- 9/24/04 471.51
WRITE OFF-GARBAGE-GR 3.27- 9/24/04 475.15
WRITE OFF-GARBAGE - 6.98- 9/24/04 478.42
WRITE OFF-GARBAGE - 23.80- 9/24/04 485.40
WRITE OFF-FETS - COL 178.05- 9/24/04 509.20
WRITE OFF-FETS - MTS 25.00- 9/24/04 687.25
COLLECTIONS FEE 178.05 712.25

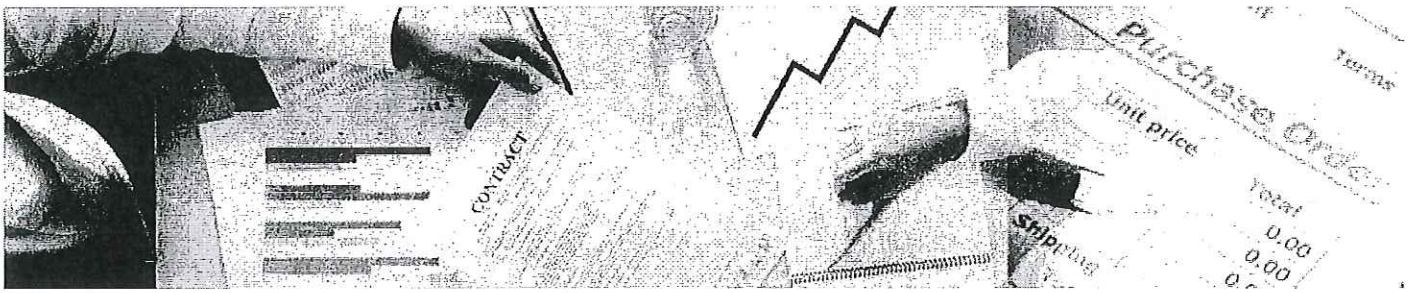

Account History - Combined Inquiry
Customer ID: 7411 PHELPS, RICHARD T
Location ID: 6962 1053 HICKORY LN
Cycle/route: 01 13
Amount due: .00
Actual amount due: .00
Initiation date: 10/14/93
Pending: .00
Budget deferred: .00
Termination date: 7/14/94
Customer/location status: W
Combined Inquiry
Charges
Payments
Adjustments
Pending
Calculated Charges
3 Month History
OK
Exit
Cancel
Print history
Accounts rec...
Payment plans
Customer ser...
Customer loc...
Budget history
Transaction Type
Date
Transaction Amount
Release Date
Running Balance
WO ADJ 9/27/95 WRITE OFF-WCS - 2020 12.86- 9/27/95 .00
T1 ADJ 9/27/95 WRITE OFF-SEWER 4.00- 9/27/95 12.86
S1 ADJ 9/27/95 WRITE OFF-SEWER - 20 20.40- 9/27/95 16.86
G4 ADJ 9/27/95 WRITE OFF-GARBAGE-SR 1.50- 9/27/95 45.26
G3 ADJ 9/27/95 WRITE OFF-GARBAGE - 3.10- 9/27/95 46.76
G1 ADJ 9/27/95 WRITE OFF-GARBAGE - 8.30- 9/27/95 49.94
FB BILL 7/26/94 FINAL BILL 49.66 7/27/94 58.32
DR PMT 7/26/94 DEP REF : FEBILL 40.00- 8.66
BL BILL 6/23/94 CYCLE BILL 48.66 6/24/94 48.66
OC PMT 6/13/94 SAMMIE 16109410 52.39- .00
BL BILL 5/23/94 CYCLE BILL 52.39 5/24/94 52.39
OC PMT 5/10/94 SAMMIE 15109409 44.93- .00

Brevard County

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By using this search, you agree to accept all terms and conditions set forth anywhere on the Brevard County Board of County Commissioners Website.

This site provides for the searching and retrieval of building permits from 1990 to 2002 and other permits from 1990 to 2007.

Note: This search also applies to septic permits.

Permit Number	
Contractor's Last Name	
Owner's Name	
Property Street Number	1053
Property Street Name	HICKORY
Property City	
Property Zip Code	
Application Date	to * Please use calendars to populate date range

Search Permits | Clear Search

We have found **0** results for this search critera as of 5/17/2017 12:49:48 PM.

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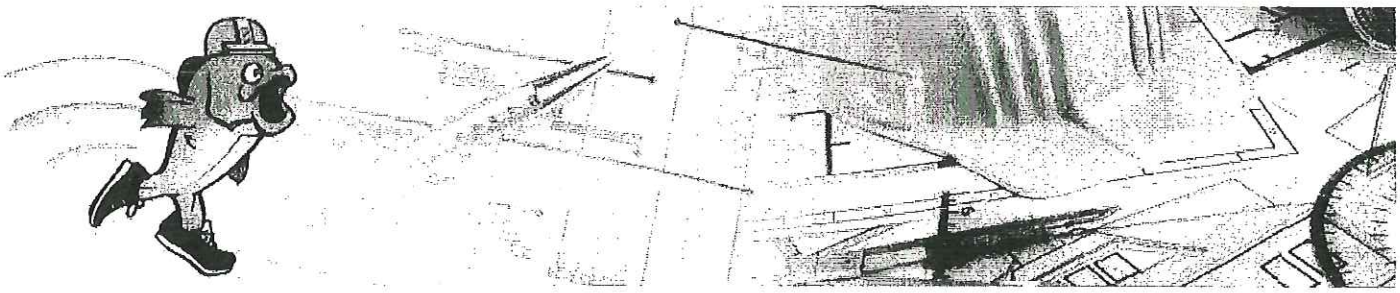
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Home Building Development

Search Applications

Search for Building Permit Applications

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Any field with a "*" is a Required field.
Enter "%" to return all records in a particular search field.

Please note: If your search returns a list of 100, it is possible there are more records, please narrow your search for a more accurate return.

Search by Address — Search by Address

Street No.:	Direction:	Street Name:	Street Type:	Unit No.:
1053	--Select--	HICKORY	--Select--	

City: State: Zip:

Search Clear

Notice:
Your search returned no results. Please modify your search criteria and try again.

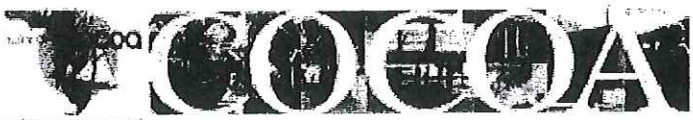
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Home
Select Permit
Select Permit by Address
Schedule / Cancel Inspections
Master Account
Create Master Account
Forgot Password
Forgot User Name
Email Us

Select Permit by Address

Street Number: 1053
Street Direction:
Street Name: HICKORY *required
Search Type: Begins With Contains
Street Suffix: LANE

Submit

COCOA

Home
Select Permit
Select Permit by Address
Schedule / Cancel Inspections
Master Account
Create Master Account
Forgot Password
Forgot User Name
Email Us

Select Permit by Address - Results

Permit Number	Address	Parcel	Contractor/Other Name	Application Type	Status
08-00005903	1101 HICKORY LN	24 --36 -29 -1 -15 -13 - - -	E K COGGIN PLUMBING INC	PLUMBING	EXPIRED
08-00005903	1101 HICKORY LN	24 --36 -29 -1 -15 -13 - - -	SOMMER, DELBERT O	PLUMBING	EXPIRED
09-00000225	1102 HICKORY LN	24 --36 -29 -1 -14 -10 - - -	KABRAN A/C & HEATING INC	HVAC	FINAL INSPECTION
09-00000225	1102 HICKORY LN	24 --36 -29 -1 -14 -10 - - -	ASIALA, RAYMOND C	HVAC	FINAL INSPECTION
08-00005743	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	HIPPO ROOFING & CONSTRUCTION	RE-ROOF	FINAL INSPECTION
08-00005743	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	BENKEN, LOUIS W	RE-ROOF	FINAL INSPECTION
10-00000435	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	LOWE'S (PETER CAFARO)	DOOR (NON-GARAGE)	FINAL INSPECTION
10-00000435	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	BENKEN, LOUIS W	DOOR (NON-GARAGE)	FINAL INSPECTION
14-00000792	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	BENKEN, LOUIS W	MASONRY WALL	ISSUED
16-00000387	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	COLMAN HEATING AND AIR	HVAC	APPROVED
16-00000387	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	CHRISTINE BENKEN	HVAC	APPROVED
17-00000172	1106 HICKORY LN	24 --36 -29 -1 -14 -8 - - -	LOWE'S (PETER CAFARO)	WINDOW REPLACEMENT	ISSUED
17-	1106	24 -	CHRISTINE	WINDOW	ISSUED

NOT OUR UNIT

00000172	HICKORY LN	-36 -29 -1 -14 -8 - - -	BENKEN	REPLACEMENT	
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	HINTERLAND GROUP, INC	RESIDENTIAL ALTERATION	FINAL INSPECTION
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	LEWIS, MAJOR D	RESIDENTIAL ALTERATION	FINAL INSPECTION
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	E K COGGIN PLUMBING INC	RESIDENTIAL ALTERATION	FINAL INSPECTION
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	ABLE AIR, INC	RESIDENTIAL ALTERATION	FINAL INSPECTION
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	SMITH DEVELPOMENT & CONST, INC	RESIDENTIAL ALTERATION	FINAL INSPECTION
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	HAMILTON ELECTRIC	RESIDENTIAL ALTERATION	FINAL INSPECTION
08-00005559	1109 HICKORY LN	24 -36 -29 -1 -15 -9 - - -	THE ROOFING COMPANY	RESIDENTIAL ALTERATION	FINAL INSPECTION
15-00000146	1111 HICKORY LN	24 -36 -29 -1 -15 -8 - - -	ALL CENTRAL FLORIDA ROOFING	RE-ROOF	FINAL INSPECTION
15-00000146	1111 HICKORY LN	24 -36 -29 -1 -15 -8 - - -	ANNE-MARIE CORELLOU	RE-ROOF	FINAL INSPECTION
15-00000282	1111 HICKORY LN	24 -36 -29 -1 -15 -8 - - -	EAST COAST FENCE & GUARDRAIL	FENCE	FINAL INSPECTION
15-00000282	1111 HICKORY LN	24 -36 -29 -1 -15 -8 - - -	ANNE-MARIE CORELLOU	FENCE	FINAL INSPECTION
09-00000508	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	ALAMAR ROOFING	RE-ROOF	FINAL INSPECTION
09-00000508	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	TURRILL, STEVEN WAYNE	RE-ROOF	FINAL INSPECTION
09-00000534	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	MACK'S ELECTRIC	ELECTRICAL	FINAL INSPECTION

09-00000534	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	TURRILL, STEVEN WAYNE	ELECTRICAL	FINAL INSPECTION
09-00000748	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	TURRILL, STEVEN WAYNE	RESIDENTIAL ALTERATION	EXPIRED
09-00000748	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	SPENCER'S A/C INC	RESIDENTIAL ALTERATION	EXPIRED
09-00000778	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	SPENCER'S A/C INC	HVAC	WITHDRAWN
09-00000778	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	TURRILL, STEVEN WAYNE	HVAC	WITHDRAWN
11-00000524	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	AUSTIN, DANIEL	SINGLE FAMILY DEMO	FINAL INSPECTION
16-00000226	1113 HICKORY LN	24 -36 -29 -1 -15 -7 - - -	DANIEL AUSTIN JR.	RE-ROOF	ISSUED

Skyline
LIEN SEARCH

www.SkylineLien.com
Toll Free: **1-888-553-4627**
12002 SW 128TH CT, Suite 202
Miami, FL. 33186

> REQUESTOR

Roxana I. Nasco, P.A.
2600 So Douglas Road
1007
miami , FL 33134
3058582615

LIEN SEARCH

Order: 613205

> PROPERTY INFORMATION

File Number: 17-503

Folio: 24-36-29-01-16-1

Seller: Innova Investment Group LLC and Vla Lam LLC

Closing Date: 05/22/2017

Order Date: 05/15/2017

Buyer: United Excel Investment Inc.

Needed Date: 05/18/2017

Turnaround: 05/30/2017

Address:
1053 Hickory Lane
Cocoa, FL 32922

County: Brevard

> LIEN SEARCH

Taxes: YES

Public Work: YES

Municipal Lien Letter: YES

Waste: YES

Code Enforcement: YES

Open / Expired Permit: YES

Utilities: YES

2017 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 12, 2017
Secretary of State
CC0783464252

DOCUMENT# L11000100593

Entity Name: INNOVA INVESTMENT GROUP, LLC.

Current Principal Place of Business:

8603 SOUTH DIXIE HWY
SUITE 218
MIAMI, FL 33143

Current Mailing Address:

PO BOX 310686
MIAMI, FL 33231 US

FEI Number: APPLIED FOR

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ESTEVEZ, MATTHEW
8603 SOUTH DIXIE HWY
SUITE 218
MIAMI, FL 33143 US

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

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGRM
Name	BRAVO, A NICOLAS
Address	PO BOX 310686
City-State-Zip:	MIAMI FL 33231

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: A NICOLAS BRAVO MGRM 04/12/2017

Electronic Signature of Signing Authorized Person(s) Detail — Date

CFN 2016148067, OR BK 7674 Page 1809, Recorded 07/29/2016 at 02:21 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $212.80

4

This instrument was prepared by
and return to
Dudley Q. Sharp, Esq /AMS
South Milhausen, P A.
1000 Legion Place, Suite 1200
Orlando, Florida 32801
File # 6055-14

Red

DEED IN LIEU OF FORECLOSURE

Parcel I.D. # 24-36-29-01-00016.0-0001.00

KNOW ALL MEN BY THESE PRESENTS, That:

THIS DEED IN LIEU OF FORECLOSURE (hereinafter referred to as the "Deed"), is made and entered into as of the 2nd day of May, 2015, by KENNETH P. DAVENPORT and SUSAN H. DAVENPORT, husband and wife, whose address for purposes of this instrument is P.O. Box 678023, Orlando, FL 32867 (hereinafter collectively referred to as the "Grantor") to and in INNOVA INVESTMENT GROUP, LLC, a Florida limited liability company, and VIA LAM, LLC, a Florida limited liability company, whose address for purposes of this instrument is 701 Brickell Avenue, Suite 1650, Miami, Florida 33131(hereinafter collectively referred to as the "Grantee" and collectively with Grantor sometimes referred to herein as the "Parties");

W I T N E S S E T H:

WHEREAS, Kenneth P. Davenport executed and delivered in favor of Homecomings Financial Network, Inc. ("Original Lender") that certain Fixed/Adjustable Rate Note, dated July 19, 2005 in the original principal amount of Ninety Six Thousand and 00/100 Dollars ($96,000.00) (hereinafter referred to as the "Note"), secured by that certain Mortgage executed and delivered by Grantor, in favor of Original Lender, dated July 19, 2005, and recorded July 22, 2005, in Official Records Book 5504, Page 4494, as assigned by Assignment of Mortgage dated March 16, 2012, recorded in Official Records Book 6584, Page 1375, and further assigned by Assignment of Mortgage dated September 20, 2013 recorded in Official Records Book 7006, Page 1978, and further assigned by Assignment of Deed of Trust/Mortgage dated June 19, 2014 recorded in Official Records Book 7151, Page 157, all in the Public Records of Brevard County, Florida (hereinafter collectively referred to as the "Mortgage") and certain other loan documents related thereto (the Note, Mortgage and other loan documents are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, the Grantor has requested that Grantee resolve the defaults under the Loan Documents by agreeing to accept a conveyance of the Property (as defined below) to Grantee in return for the satisfaction of Grantor's obligations under the Loan Documents, subject to the additional terms and conditions expressed herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in further consideration of the mutual promises and obligations herein contained, the Parties hereto agree as follows:

Incorporation of Recitals. The recitals set forth above are true and correct, are hereby incorporated herein, and form an integral part of this Deed.

Conveyance. Grantor by these presents, does grant, bargain, sell and convey unto Grantee all of the rights, title and interest in and to, the following described property and improvements, situated in Brevard County, Florida, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to-wit:

Lot 1, Block 16, Pineridge, according to the map or plat thereof, as recorded in Plat Book 11, Page(s) 100, of the Public Records of Brevard County, Florida.

TO HAVE AND TO HOLD the Property unto Grantee and unto its successors and assigns in fee simple.

AND said Grantor does hereby fully warrant the title of the Property and will defend same against the lawful claims of all persons and entities whomsoever, subject to:

1. Taxes for the year 2013 and all subsequent years.
2. Conditions, restrictions, limitations, reservations and easements of record.
3. Terms and conditions of any declaration or governing documents of record, the exhibits attached thereto and all amendments and supplements thereto, if any.
4. That certain Mortgage granted by Grantor to and in favor of Grantee as described above.

DEED PURPOSE. THE INTENT AND PURPOSE OF THIS DEED IS FOR TRANSFER OF TITLE AND NOT AS SECURITY. THIS DEED IS EXECUTED, DELIVERED AND ACCEPTED AS A DEED, BILL OF SALE AND ASSIGNMENT IN LIEU OF FORECLOSURE OF, AND NOT AS ADDITIONAL SECURITY FOR, THE MORTGAGE. THE PARTIES AGREE THAT THIS DEED SHALL HAVE THE EFFECT OF TRANSFERRING TO GRANTEE THE ABSOLUTE, FEE SIMPLE TITLE TO THE PROPERTY, FREE OF ANY STATUTORY OR EQUITABLE RIGHT OF REDEMPTION IN THE GRANTOR OR ANYONE CLAIMING BY OR THROUGH THE GRANTOR. **IT IS THE INTENT OF THE PARTIES HERETO THAT THE ABOVE-DESCRIBED MORTGAGE AND THE LIEN CREATED BY THE MORTGAGE SHALL NOT MERGE WITH GRANTEE'S TITLE TO AND INTERESTS IN THE PROPERTY AS ACQUIRED UNDER THIS DEED.** THE MORTGAGE SHALL REMAIN IN FULL FORCE AND EFFECT AS A FIRST LIEN ON THE PROPERTY AND GRANTEE SHALL HAVE AND RETAIN THE RIGHT TO FORECLOSE THE MORTGAGE UNTIL SUCH TIME AS GRANTEE SUBSEQUENTLY CONVEYS THE PROPERTY BY DEED RECORDED IN THE PUBLIC RECORDS. IT IS THE FURTHER INTENTION OF THE PARTIES THAT THE LIENS CREATED BY THE MORTGAGE WILL NOT MERGE INTO THE FEE TITLE AND ABSOLUTE OWNERSHIP OF THE PROPERTY ACQUIRED BY GRANTEE PURSUANT TO THIS DEED; AND NO SUCH MERGER WILL OCCUR UNTIL SUCH TIME AS GRANTEE OR OTHER HOLDER OF THE MORTGAGE EXECUTES AND RECORDS AN INSTRUMENT SPECIFICALLY EFFECTING SUCH MERGER OR RELEASING THE MORTGAGE. IN WHICH EVENT, THE MORTGAGE SHALL BE DEEMED SATISFIED AND EXTINGUISHED OF RECORD. UNLESS A MERGER OR RELEASE SHALL BE EFFECTED AS AFORESAID, THE MORTGAGE SHALL REMAIN IN EFFECT AND FULLY ENFORCEABLE IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, SUBJECT TO FORECLOSURE UNDER POWER OF SALE OR THROUGH JUDICIAL ACTION.

Consideration for Satisfaction. Subject to the requirement that Grantor perform all of the terms, conditions and warranties contained in this Deed and subject to the requirement that Grantor perform all of the terms, conditions and obligations established in that certain Settlement Agreement, dated an even date herewith and to which this Deed is attached as the Exhibit "C" thereto, Grantee shall conditionally accept the conveyance of the Property to Grantee in full, final and complete settlement, accord and satisfaction of the obligations due under the Loan Documents.

Absolute Conveyance. The Grantor acknowledges and agrees that: (a) the conveyance of the Property to Grantee pursuant to the terms of this Deed is an absolute conveyance of all of the Grantor's right, title and interest in and to the Property in fact as well as in form and the Deed is not intended to be a mortgage, trust conveyance, deed of trust or security interest of any kind; (b) the consideration for such conveyance is exactly as recited in this Deed; and (c) after the execution of this Deed, the Grantor will have no further interest (including rights of redemption) or claims in, to or against the Property or to the proceeds or profits that might be derived therefrom.

Severability. If any clause or provision of this Deed is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Deed will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and determined to be legal, valid and enforceable.

Headings. Paragraph or other headings contained in this Deed are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Deed.

Cooperation. Prior to and at all times following the Closing Date, Grantor agrees to timely execute and deliver, or to cause to be executed and delivered, such documents and to do, or cause to be done, such other acts and things as might reasonably be requested by any party or entity insuring title to the Property or any party to this Deed to assure that the benefits of this Deed are realized by the Parties.

Survival of Representations and Warranties of Grantor. All statements contained in this Deed by the Grantor or in connection with the transaction contemplated herein shall be deemed representations and warranties of and by the Grantor. All representations, warranties and agreements made by the Grantor shall survive the execution and delivery of this Deed.

Representation. The Parties executing this Deed acknowledge that they have had the benefit of counsel in executing this Deed, or they have had the opportunity to obtain counsel in executing this Deed but waived their right to seek such representation.

Binding Effect. This Deed will inure to the benefit of and bind the respective heirs, personal representatives, successors and permitted assigns of the Parties hereto.

Non-Homestead Property. Grantor states the forgoing Property is neither the homestead property nor contiguous to the homestead property of the Grantor within the meaning of Article X, Section 4 of the Florida Constitution.

IN WITNESS WHEREOF, the Grantor has caused these premises to be executed in manner and form sufficient to bind him as of the date first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

1. _____
(Witness Signature)

Matt Bakera
(Witness Print Name)

2. _____
(Witness Signature)

Giolietta Pepe
(Witness Print Name)

"Grantor"

_____
KENNETH P. DAVENPORT

_____
SUSAN H. DAVENPORT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22 day of May, 2015 by KENNETH P. DAVENPORT, who (a) _____ is personally known to me, or (b) ✓ has produced FLDL as identification.

LAURA JUNCO
Notary Public, State of Florida
Commission # EE 869168
My comm. expires Jan. 28, 2017

_____
NOTARY PUBLIC
Print Name: Laura Junco
My Commission Expires: Jan. 28, 2017

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22 day of May, 2015 by SUSAN H. DAVENPORT, who (a) _____ is personally known to me, or (b) ✓ has produced FLDL as identification.

LAURA JUNCO
Notary Public, State of Florida
Commission # EE 869168
My comm. expires Jan. 28, 2017

_____
NOTARY PUBLIC
Print Name: Laura Junco
My Commission Expires: Jan. 28, 2017

Legislation Details (With Text)

File #:	17-364	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	8/10/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Consider the appointment of Mr. Herbert (Rip) Dyal as the 1st Alternate Member to the Board of Adjustment. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07_28_17 Dyal Application for Appointment.pdf 08_10_17 Dyal Consideration letter.pdf Board of Adjustment Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 10, 2017
Agenda Date: August 22, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Mr. Herbert (Rip) Dyal as the 1st Alternate Member to the Board of Adjustment

BACKGROUND:

Mr. Herbert (Rip) Dyal has submitted an application for board membership on the Board of Adjustment. Mr. Dyal previously served on the Board of Adjustment from December, 2008 until June, 2016. Additionally, he served as the Board Chairman since 2010.

Currently, the Board of Adjustment has two alternate positions available. If appointed, Mr. Dyal would fill the 1st Alternate member vacancy and his term would not have an expiration date.

Mr. Dyal currently meets all of the qualifications for serving on a City board.

A current Board of Adjustment roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

Mr. Dyal was previously appointed as a Regular member to the Board of Adjustment on December 9, 2008. He served as a Regular member until June, 2016.

RECOMMENDED MOTION:

Consider the appointment of Mr. Herbert (Rip) Dyal as the 1st Alternate Member to the Board of Adjustment

RECEIVED
JUL 28 2017
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: Rip Dyal Application Date: 7-27-17

Street Address, Including Zip Code: 3807 Parapet Dr Cocoa FL 32926

Telephones: Home: 321-639 9547 Work: _____ Pager: _____ Cell: 321-684-3222

Place of Business: Gaurdian Manufacturing

Title/Position Held: Carpenter

Date of Birth[2] 3-10-61

Email Address: RHAD6@Aol.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
X	Board of Adjustment		Pension Board – Police
	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
	Housing Authority		Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
			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 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	✓

[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.

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.

I WAS ON The Board of Adjustment when I served As chairman For many years I Now HAVE A Job in Cocoa Which I CAN Give MORE Time To THE Board City of Cocoa

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

NO 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: _____ Date: 7-27-17

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

August 10, 2017

Mr. Herbert (Rip) Dyal
3807 Parapet Drive
Cocoa, FL 32926

Re: Appointment as 1st Alternate Member of the Board of Adjustment

Dear Mr. Dyal,

The City Council will consider your application for reappointment as the 1st Alternate Member to the Board of Adjustment at the Regular City Council meeting being held on Tuesday, August 22, 2017.

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

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert W. Frey, Chairman	~~322 Clearlake Rd. Cocoa, FL 32922~~ 1523 N. Cocoa Blvd. Cocoa, FL 32922 bikesNpawn@yahoo.com	633-1326 480-7623(c)	4/14/15 Reappointed 5/8/12 Reappointed 4/14/09 Reappointed 5/23/06 Reap. 3/03 Reappointed 10/97 Appointed	2018
Matthew Ford	709 Hughlett Ave. Cocoa, FL 32922-7669	636-2977 hm 266-9533 pgr	5/16 Reappointed 4/13 Reappointed 9/11 appointed (fulfilling his own term-was removed due to absenses, then reapplied)	2019
Jane Jollay	1515 N. Indian River Drive Cocoa, FL 32922 janejollay@yahoo.com	848-5174 cell	06/16 reappointed 01/15 appointed (fulfilling term of Seminazzi)	2019
James Goins	707 Johnson Street Cocoa, FL 32922	208-4088 hm, cell, work	3/17 appointed Fulfilled Rip Dyals seat	2018
Nancy N. Elliot-*Vice Chairperson as of 7/20/16*	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	7/17 reappt. 5/14 appt.	2020
Bruce Gilmore	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687	05/17 Reappointed 04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2020
Connie T. Harvey	29 Riverside Drive #601 Cocoa, FL 32922 CTIPPETT@aol.com	806-3525 hm 571-268-2121 cell	4/14/15 Reappointed 01/15 appointed (fulfilled term of M. Williams)	2018
Vacancy 2nd Alternate				
Vacancy- 1st Alternate				
LIAISON	Councilwoman Warner		Updated 01/17	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Monica Arsenault	433-8661		

Legislation Details (With Text)

File #:	17-320	**Version:** 1	**Name:**		
Type:	Report		**Status:**	City Business	
File created:	7/13/2017		**In control:**	City Council	
On agenda:	8/22/2017		**Final action:**		
Title:	Approve a preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 103-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	17-320 2016-79 Lakeside Civil_SITE PLAN_07.25.2017 17-320 2016-79 Lakeside Palms Plat 7-25-17 17-320 Revised 07272017Concurrency Analysis Lakeside Palms Addendum to PZ Staff Report Lakeside Palms Location Map -School Concurrency Letter				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2017
Agenda Date: August 22, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve a preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 103-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road.

BACKGROUND:

The vacant subject property contains 26.28 acres, more or less, and is located at 100 Clearlake Rd.; on the east side of Clearlake Rd., approximately 0.25 mile south of SR 520. The applicant is proposing to subdivide the subject property, zoned RU-2-15 (Multiple Family Dwelling), into 103 lots for a single-family residential development to be called Lakeside Palms (Exhibit A).

The provisions of RU-2-15 zoning are intended to apply to an area of medium density residential development with a variety of housing types. Lot sizes and other restrictions are intended to promote and protect medium density residential development.

Single-family residential is a permitted use in the RU-2-15 zoning district but is regulated under the RU-2-10 zoning district as a permitted use. The following bulk regulations in the RU-2-10 for single-family use are as follows:

- Minimum Lot Width: 50 ft.
- Minimum Lot Depth: 100 ft.
- Minimum Lot Area: 5,000 SF
- Maximum Lot Coverage: 40%
- Maximum Height: 35 ft.

Chapter 18, Section 18-88 states that all lots fronting on a curve shall have a minimum width at the front lot line of not less than 25 feet. The lot sizes vary in dimensions and area. The proposed lots on curves are configured within a 35-foot by 125-foot lot dimension and all other lots are at least 50 feet wide.

The future land use designation is Medium Density Residential (MDR) and is consistent with the RU-2-15 zoning designation. The MDR future land use designation permits up to 15 dwelling units per acre. Based on the subject property containing 26.28 acres, approximately 390 lots could potentially be subdivided. The applicant is proposing 103 lots.

Medium density residential areas shall be regarded as areas of moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas:

A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of a higher functional classification.
    - As noted on Map M-II-2: Functional Roadway Classification Map (City of Cocoa Comprehensive Plan 2010 - 2020, Clearlake Road is classified as an arterial street.

B. These areas should have convenient access to community services.
    - The subject property is located approximately 0.25 mile south of SR 520. Clearlake Road provides north-south access while SR 520 provides east-west access to community services. SCAT has a bus stop on the north side of SR 520, approximately 175 feet west of the SR 520/Clearlake Road intersection and a bus stop is located on the west side of Clearlake Road, approximately 115 feet south of the Clearlake Road/Lake Drive intersection.

C. New developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.
    - There is a proposed stormwater pond to be constructed that, according to the applicant, would not provide any amenities other than providing a water view. The City of Rockledge owns the property directly south of the subject property and is utilized as a stormwater facility as well as the Barks & Recreation Dog Park. This park could serve the residents of the proposed Lakeside Palms Subdivision.

Future Land Use Designation: Medium Density Residential

Zoning District: RU-2-15 (Multiple Family Dwelling)

Existing Land Use: Vacant

Council District: District 1 - Councilmember Clarence Whipple, Jr.

Overview of Surrounding Area:

	Future Land Use Designat	Zoning Districts	Land Uses
North	Neighborhood Commercia	RU-1-9 - Single-family Residential (County)	Single-family Residential
South	Recreational Public Mixed	R2 - Single-family Dwelling (Rockledge)	Stormwater Facility owned by City of Rockledge
East	Medium Density Residenti	RU-1-7 (City) & AU - Agricultural Residential (County)	Vacant (City) & Residential Related Amenities (County)
West	Low Density Residential	RU-1-7	Vacant

The submitted preliminary subdivision has been reviewed by City staff for consistency with Chapter 18 of the City of Cocoa Code. The Fire Chief noted that there were an inadequate number of fire hydrants and recommended a second entrance. Utilities has requested the proposed lift station be relocated to the Clearlake Road right-of-way. FDOT requires the City of Cocoa to be the permittee for work performed in the FDOT right-of-way. Since the developer would be working under the City's FDOT permit, the City requires a right-of-way agreement between the city and the developer. A landscape plan also needs to be submitted that meets code requirements. There were several other comments provided by City staff, but overall, the proposed preliminary subdivision appears to be in substantial compliance.

Bob Packard of R.M. Packard & Associates has reviewed the associated preliminary plat (Exhibit B) and has noted several issues relating to form rather than substance and has requested the final plat be reviewed prior to approval by City Council.

Concurrency Management/Adequate Public Facilities

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

The applicant/developer will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. No capacity issues related to the adopted level of services have been identified at the time of this report.

In 2005, the Florida Legislature adopted Senate Bill 360, amending Chapters 163 and 1013 of the Florida Statutes, making availability of public schools a prerequisite for approving residential plats and site plans ("school concurrency"). Residential projects are evaluated based on the impact to the 3 levels of schools (elementary, middle and high).

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, the applicant submitted a School Facility Planning & Concurrency Application to the School Board of Brevard County. The application has been reviewed and at this time Endeavor Elementary School is not projected to have enough capacity for the total projected and potential students in school years 2018-2019 through 2021-2022. Because there is a shortfall of available capacity in the concurrency service area of the Lakeside Palms property, the capacity of adjacent service areas are Cambridge Elementary School, Tropical elementary School, Golfview Elementary School, and Saturn Elementary School. According to the Brevard County School Board analysis (Exhibit C), considering these adjacent elementary school concurrency service areas, there is sufficient capacity for the total projected student membership to accommodate the proposed Lakeside Palms Subdivision.

The Planning & Zoning Board reviewed this project (proposed at 112 lots) and recommended approval to City Council at the Board's July 12, 2017 regular meeting. Subsequently, the applicant contacted City staff regarding the side setback requirements. The setbacks in the RU-2-15 zoning district for single-family dwellings are regulated under the RU-2-10 setbacks. The setbacks in the RU-2-10 are as follows:

- Front: 25 feet
- Side: 8 feet
- Side Corner: 15 feet
- Rear: 15 feet

According to the applicant the contract between the property owner and the developer, D.R. Horton, the homes constructed within the proposed subdivision would be 40-foot wide house on a 50-foot lot with side yard setbacks of 5 feet. These dimensions are for their typical D.R. Horton model, such as the homes constructed within Emerald Lakes Subdivision.

The applicant has redesigned the proposed subdivision in order to be able to build a 40-foot wide home and meet the required 8-foot side yard setback. The original design was for 112 lots and after the redesign there are 103 proposed lots. A special Planning and Zoning Board meeting is scheduled for August 14th to seek approval for the redesigned preliminary subdivision. This agenda item is contingent upon Planning & Zoning Board approval. After the redesign, frontage of lots on curves range between 35 feet and 117 feet with all other lots at least 50 feet wide. The average lot area has been revised from 0.17 acres to 0.18 acres.

The Concurrency Management/Adequate Public Facilities Analysis Addendum (Exhibit D) affirms that capacities for wastewater, stormwater management, potable water, solid waste, transportation, recreation, and schools are sufficient.

Staff finds that the proposed Lakeside Palms Preliminary Subdivision is substantially consistent with the requirements of the City of Cocoa Code and with the City of Cocoa Comprehensive Plan; therefore, staff recommends City Council approve the Preliminary Subdivision, with the following conditions:

1. Water:
   A. Provide the $500.00 review fee.
   B. The water service lines should be single service, one (1) per lot.
   C. Show the valves on the plan: valves at the entrance intersection, add a line valve at the hydrant at Lot 99, add valves at both ends of the water main running through the easement.
   D. Provide a copy of the easement document for the offsite water main connection.
   E. Show all water, sewer, and reclaimed mains on the profiles.
   F. We would like to downsize the water main on the north end of the loop to assist with water quality. Make the water main 6" from the hydrant at Lot 106 to the hydrant at Lot 84.
   G. Provide a Hydraulic Report for the Peak Domestic Flows and the needed Fire Flow plus Max Day Flow.
2. Sewer:
   A. We would like to have the Lift Station adjacent to the Clearlake Road right-of-way. Please look at setting the Lift Station at the northwest corner of the property.
   B. Include the force main pressure chart in the Lift Station calculations.

3. FDOT:
   A. If any roadway facilities (i.e. pavement, sidewalk, etc.) within the FDOT right-of-way are disturbed connecting to the force main, then an FDOT permit will be required.
   B. A FDOT Right-of-Way Agreement shall be executed between the City of Cocoa and the developer prior to obtaining a building permit.

4. Building:
   A. Provide a signed and sealed survey with flood hazard areas per City of Cocoa, Code of Ordinances, Section 6-309.
   B. Show new flood map information on plans per City of Cocoa, Code of Ordinances, Section 6-300.
   C. Provide a copy of state or federal permit per City of Cocoa, Code of Ordinances, Section 6-329.
   D. Show wetlands and storm water systems protection details per 2014 Florida Building Code, Section 107.3.5 Building 1.

5. Fire:
   A. There is an inadequate number of fire hydrants. There should be a fire hydrant every 350 feet. There should be one just inside the entrance.
   B. All curves should be configured and of adequate size to allow the City's 100-foot ladder to negotiate easily.
   C. Must maintain fire department access at all times to any temporary, portable, or permanent structures during site preparation and construction of houses.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

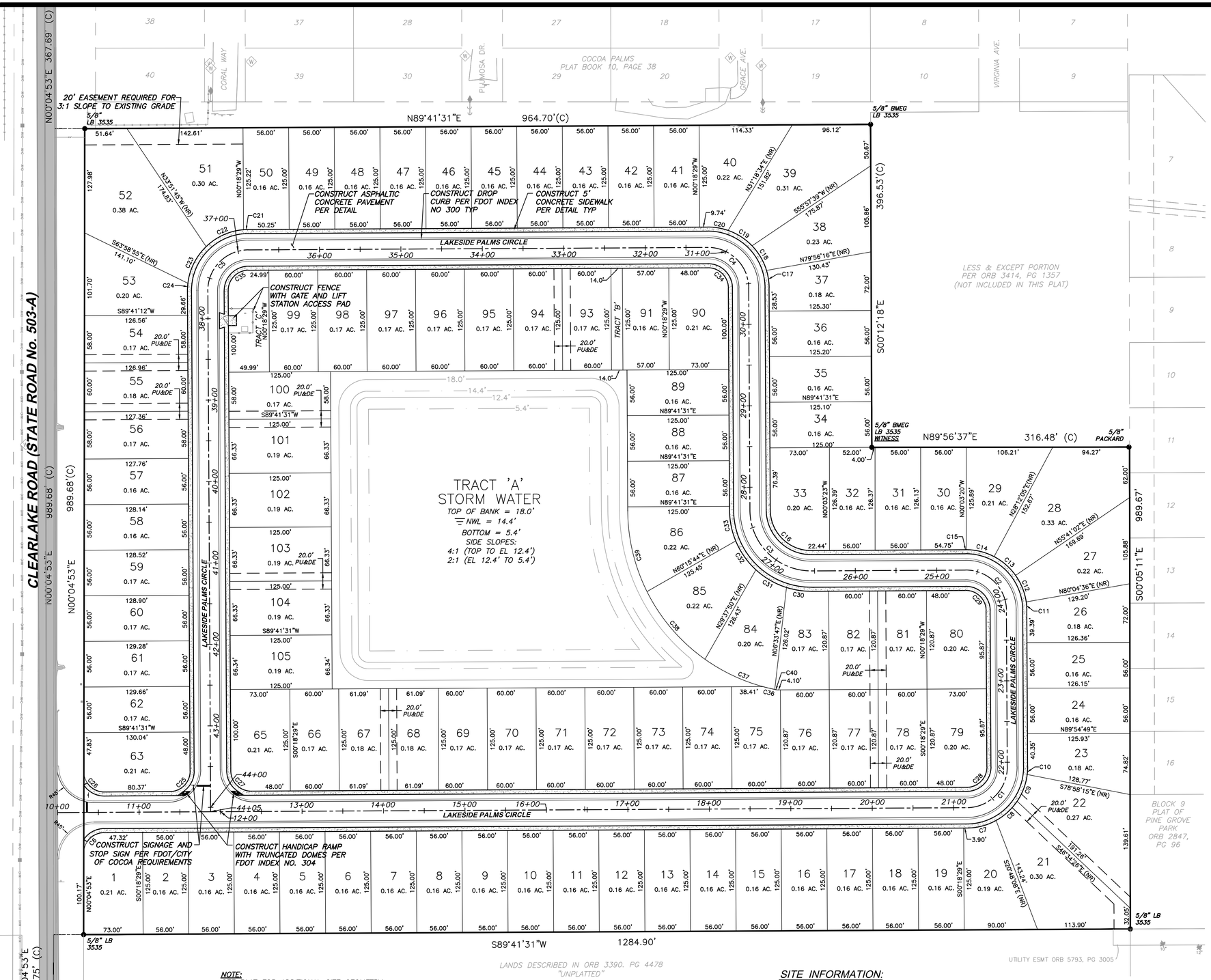
PREVIOUS ACTION:

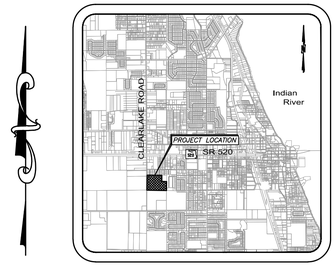
The item is contingent upon Planning & Zoning Board recommending approval at its August 14, 2017 special meeting.

RECOMMENDED MOTION:

Approve a preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 103-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road.

powered by Legistar™





VICINITY MAP

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	78.54'	50.00'	090°00'00.00"	N44° 41' 31"E	70.71'
C2	78.54'	50.00'	090°00'00.00"	N45° 18' 29"W	70.71'
C3	117.81'	75.00'	090°00'00.00"	N45° 18' 29"W	106.07'
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C6	39.10'	25.00'	089°36'38.00"	N44° 53' 12"E	35.23'
C7	37.49'	75.00'	028°38'21.48"	N75° 22' 20"E	41.91'
C8	35.33'	75.00'	026°59'12.47"	N47° 33' 33"E	35.00'
C9	35.33'	75.00'	026°59'12.47"	N20° 34' 21"E	35.00'
C10	9.67'	75.00'	007°23'13.57"	N3° 23' 07"E	21.76'
C11	10.58'	75.00'	008°04'54.08"	N4° 20' 56"W	10.57'
C12	35.33'	75.00'	026°59'12.47"	N21° 53' 00"W	40.07'
C13	35.33'	75.00'	026°59'12.47"	N48° 52' 12"W	35.00'
C14	35.33'	75.00'	026°59'12.47"	N75° 51' 25"W	35.00'
C15	1.25'	75.00'	000°57'28.51"	N89° 49' 45"W	19.54'
C16	78.54'	50.00'	089°59'57.84"	S45° 18' 30"E	70.71'
C17	21.67'	75.00'	016°33'27.96"	S8° 35' 13"E	29.10'
C18	35.33'	75.00'	026°59'12.47"	N30° 21' 33"W	35.00'
C19	35.33'	75.00'	026°59'12.47"	N57° 20' 46"W	35.00'
C20	25.48'	75.00'	019°28'07.09"	N80° 34' 26"W	31.99'
C21	5.76'	75.00'	004°23'55.47"	S87° 29' 33"W	20.33'
C22	51.32'	75.00'	039°12'32.06"	S65° 41' 19"W	50.33'
C23	51.25'	75.00'	039°09'15.77"	S26° 30' 25"W	50.26'
C24	9.47'	75.00'	007°14'16.70"	S3° 18' 39"W	21.68'
C25	39.27'	25.00'	090°00'00.00"	S44° 41' 31"W	35.36'
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C28	39.27'	25.00'	090°00'00.00"	N44° 41' 31"E	35.36'
C29	39.27'	25.00'	090°00'00.00"	N45° 18' 29"W	35.36'
C30	31.10'	100.00'	017°49'17.10"	S81° 23' 51"E	30.98'
C31	43.79'	100.00'	025°05'24.37"	S59° 56' 30"E	43.44'
C32	43.56'	100.00'	024°57'36.50"	S34° 55' 00"E	43.22'
C33	38.62'	100.00'	022°07'42.03"	S11° 22' 20"E	38.38'
C34	39.27'	25.00'	090°00'00.00"	S45° 18' 29"E	35.36'
C35	39.27'	25.00'	090°00'00.00"	S44° 41' 31"W	35.36'
C36	15.15'	225.00'	003°51'32.72"	S76° 39' 52"E	15.15'
C37	78.90'	225.00'	020°05'29.43"	N64° 41' 21"W	78.50'
C38	110.52'	225.00'	028°08'37.10"	N40° 34' 18"W	109.41'
C39	102.85'	225.00'	026°11'29.80"	N13° 24' 14"W	103.63'
C40	2.82'	225.00'	000°43'08.19"	S78° 57' 13"E	18.71'

Revision	Date
REVISED LOT LAYOUT PER CITY OF COCOA COMMENTS	7/19/17
PER CITY OF COCOA COMMENTS	6/2/17
PER SJRWMD COMMENTS	5/23/17
Designed: AHK	Date: 4/7/2017
Drawn: TLW	Date: 4/7/2017
Checked: AHK	Date: 4/7/2017

LAKESIDE PALMS
COCOA, FL

SITE PLAN

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7903 / L.B. #7040
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089

Project #: 2016-79
Drawing #: 2016-79
Scale:
Horiz. 1"=60'
Vert. N/A
Sheet #:

C-4
Sheet 4 of 24

NOTE:
SEE PLAT FOR ADDITIONAL SITE GEOMETRY.

SITE DATA

	AREA
TRACT A	3.47 AC.
TRACT B	0.4 AC.
TRACT C	0.14 AC.
LOTS 1 -105	18.93 AC.

AVERAGE LOT SIZE= 0.18 AC.

STORMWATER AREA CALCULATIONS
PAVEMENT = 2.17 AC.
SIDEWALK = 0.77 AC.
LOTS (65% IMPERVIOUS) = 12.30 AC.

TOTAL IMPERVIOUS AREA	= 15.24 AC.	58.0%
TOTAL PERVIOUS AREA	= 11.04 AC.	42.0%
TOTAL	= 26.28 AC.	100%

GENERAL STATEMENT

THE PROPOSED WORK CONSISTS OF NEW 105 LOT SUBDIVISION ON A 26.28 ACRE SITE.

DEVELOPER:
LAKESIDE PALMS, LLC
317 RIVERSIDE BOULEVARD SUITE 100
COCOA, FL 32922
(321) 435-4043

ENGINEER & SURVEYOR
MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC.
504 NORTH HARBOR CITY BLVD
MELBOURNE, FL 32935
PHONE: (321) 751-6088 | FAX: (321) 751-6089

SITE INFORMATION:

PROPERTY DETAILS
FLOOD ZONE: X (MAP NUMBER 12009C0425G, REVISED MARCH 17, 2014.)
GEOGRAPHIC AREA: SEC 32, TWP 24 SOUTH, RNG 36E
ZONING: RU-2-15 MULTI-FAMILY RESIDENTIAL
FUTURE LAND USE: RESIDENTIAL
COUNTY: BREVARD
ADDRESS: TO BE DETERMINED
COCOA, FL

AREAS (WITHIN THE SUBJECT PROPERTY)
SITE AREA = 1,144,756 SF = 26.28 AC

BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT	25 FT	25 FT
SIDE (CORNER)	15 FT	15 FT
SIDE (INTERIOR)	8 FT	8 FT
REAR	15 FT	15 FT

ZONING
SUBJECT PROPERTY: RU-2-15 MULTI-FAMILY RESIDENTIAL, REGULATED UNDER RU-2-10
NORTH: BREVARD COUNTY
SOUTH: ROCKLEDGE
EAST: RU-1-7 SINGLE FAMILY RESIDENTIAL
WEST: RU-1-7 SINGLE FAMILY RESIDENTIAL

NOTES
1. ELEVATIONS SHOWN HEREON BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
2. SEE PLAT FOR ADDITIONAL CURVE DATA AND EASEMENTS.

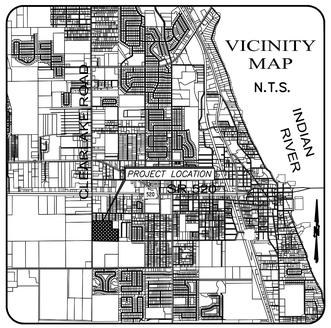
811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
IT'S FAST. IT'S FREE. IT'S THE LAW.
WWW.CALLSUNSHINE.COM

Steven J. Morgan P.E. FL. Reg. #50632
Andreas H. Kirbach P.E. Fl. Reg. #49431
Date:

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LAKESIDE PALMS

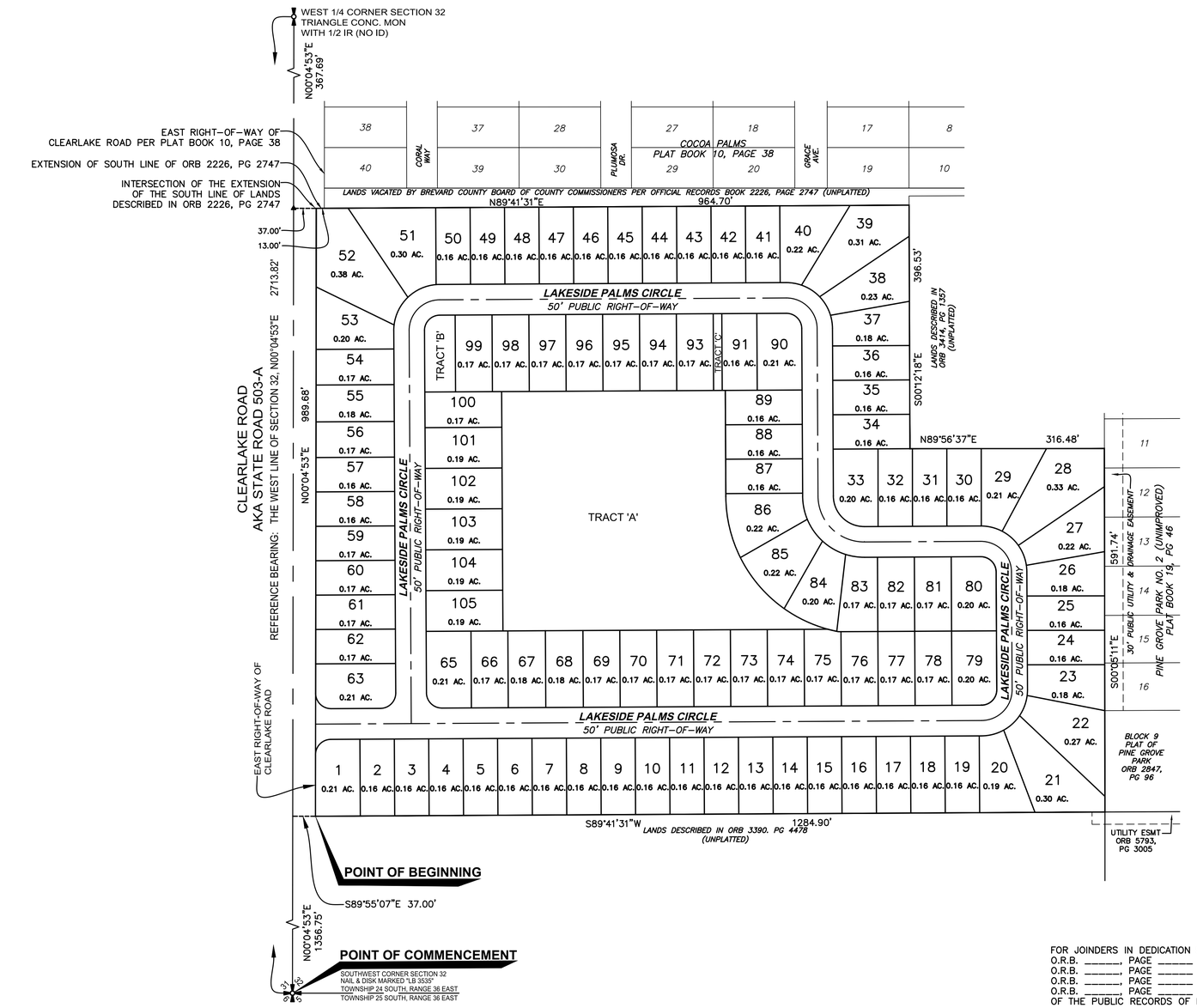
A SUBDIVISION LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

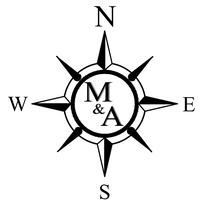


LEGAL DESCRIPTION (BY SURVEYOR):
A PARCEL OF LAND LYING IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32, AND RUN N00°04'53"E ALONG SAID SECTION LINE A DISTANCE OF 1356.75 FEET; THENCE DEPARTING SAID SECTION LINE RUN S89°55'07"E A DISTANCE OF 37.00 FEET TO THE EAST RIGHT-OF-WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N00°04'53"E PARALLEL WITH SAID SECTION LINE AND ALONG SAID EAST RIGHT-OF-WAY OF CLEARLAKE ROAD A DISTANCE OF 989.68 FEET TO A POINT OF INTERSECTION WITH THE EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND VACATED BY THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS PER OFFICIAL RECORDS BOOK 2226, PAGE 2747; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N89°41'31"E ALONG SAID SOUTH LINE A DISTANCE OF 964.70 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3414, PAGE 1357, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S00°12'18"E ALONG SAID WEST LINE A DISTANCE OF 396.53 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3414, PAGE 1357; THENCE RUN N89°56'37"E ALONG SAID SOUTH LINE A DISTANCE OF 316.48 FEET TO THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 3414, SAID POINT ALSO BEING ON THE WEST LINE OF PINE GROVE PARK NO. 2, AN UNIMPROVED SUBDIVISION RECORDED IN PLAT BOOK 19, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S00°05'11"E ALONG SAID WEST LINE OF SAID PLAT 591.74 FEET TO THE SOUTHWEST CORNER OF BLOCK 9, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3390, PAGE 4478; THENCE RUN S89°41'31"W ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3390 A DISTANCE OF 1284.90 FEET TO THE EAST RIGHT-OF-WAY OF CLEARLAKE ROAD, AND THE POINT OF BEGINNING.

CONTAINING: 26.27 ACRES MORE OR LESS.





GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

1. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF SECTION 32 AS BEING N00°04'53"E. SAID BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE, GEOID12A, NORTH AMERICAN DATUM OF 1983, NATIONAL ADJUSTMENT OF 2011 (NAD83/2011).

2. THE FOLLOWING EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC:

   A. A UTILITY EASEMENT 10 FEET IN WIDTH ALONG THE FRONT OF ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE PUBLIC ROADWAY FOR THE INSTALLATION AND MAINTENANCE OF FLORIDA POWER AND LIGHT (F.P.&L.), AND OTHER PUBLIC UTILITIES.
   B. A UTILITY AND DRAINAGE EASEMENT 10 FEET IN WIDTH ALONG THE REAR LINE OF ALL LOTS AND TRACTS.
   C. A UTILITY AND DRAINAGE EASEMENT 10 FOOT IN WIDTH ALONG THE SIDE LOT LINES AS SHOWN HEREON SHALL BE FOR THE INSTALLATION, OPERATION, MAINTENANCE, AND ACCESS TO THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.
   D. AN EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT OVER ALL DRAINAGE EASEMENTS AND TRACTS.

2. TRACTS:

   A. TRACTS A AND B ARE DEDICATED AS STORM WATER TRACTS AND ARE OWNED AND MAINTAINED BY THE LAKESIDE PALMS HOMEOWNERS ASSOCIATION OF BREVARD, INC. SAID TRACTS ARE PRIVATE AND TO BE USED FOR STORM WATER MANAGEMENT. SAID TRACTS WILL ALSO ALLOW FOR THE INGRESS AND EGRESS OF EMERGENCY, UTILITY, MAINTENANCE PERSONNEL, AND THEIR EQUIPMENT. SAID TRACTS ARE TO BE USED TO SERVICE THE PARCELS WITHIN THIS PLAT.
   B. TRACT C IS TO BE USED FOR THE INSTALLATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION. SAID TRACT IS PUBLIC AND TO BE MAINTAINED BY THE CITY OF COCOA.

3. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUES CHAPTER 177.091(7) AND 177.091(8).

4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR EASEMENTS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

6. THE OWNER HEREBY GRANTS TO CITY OF COCOA, BREVARD COUNTY GOVERNMENT, AND PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, MAIL, PACKAGE DELIVERY, SOLID WASTE/SANITATION AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE LANDS SHOWN HEREON FOR INGRESS AND EGRESS OF THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

7. ALL LOT DRAINAGE IS PRIVATE. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNER'S ASSOCIATION TO MAINTAIN SAID PRIVATE DRAINAGE WITHIN THEIR HOME SITE. THIS DOES NOT INCLUDE DRAINAGE PIPES WITHIN THE 10' WIDE PUBLIC DRAINAGE EASEMENTS AS SHOWN HEREON.

8. FOR PROTECTIVE COVENANTS AND DEED RESTRICTIONS SEE O.R.B. _____, PAGE _____, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

FOR JOINDERS IN DEDICATION SEE:
O.R.B. _____, PAGE _____
O.R.B. _____, PAGE _____
O.R.B. _____, PAGE _____
O.R.B. _____, PAGE _____
OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Prepared By:
MORGAN & Associates
Consulting Engineers, Inc.
504 N. Harbor City Blvd. Melbourne, Fl. 32935
Phone (321) 751-6088 Fax (321) 751-6089
L.B. # 7040
Drawn By: Jonathan Hussey

PLAT BOOK _____ PAGE _____

SHEET 1 OF 2

SECTION 32 TWP. 24 S., RANGE 36 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, LAKESIDE PALMS LLC., BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN

LAKESIDE PALMS SUBDIVISION

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES DRAINAGE EASEMENTS, UTILITY EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC, ADDITIONAL TRACTS TO BE DEDICATED ARE LISTED IN SURVEYORS NOTES, AND IN WITNESS WHEREOF, THE BELOW NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON THIS ____ DAY OF _____, 2017

LAKESIDE PALMS, LLC.
317 RIVEREDGE BLVD., SUITE #100
COCOA, FL 32922

BY: _____
DONALD J LONG, MANAGING MEMBER

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____
WITNESS 1 PRINT NAME

_____ _____
WITNESS 2 PRINT NAME

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, THAT ON _____
BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED:
DONALD J. LONG
RESPECTIVELY AS MANAGING MEMBER OF THE ABOVE NAMED CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA, TO ME KNOWN TO BE THE INDIVIDUALS AND OFFICERS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THERETO; AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON JULY 5, 2017 HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; AND THAT SAID PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION AND THAT SAID PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN BREVARD COUNTY, FLORIDA.

DATED: _____

_____
CHRISTOPHER S. BOWERS, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 5990
MORGAN & ASSOCIATES
CONSULTING ENGINEERS, INC.
504 N. HARBOR CITY BLVD.
MELBOURNE, FLORIDA 32935
TEL.: (321) 751-6088
FLORIDA CORPORATE CERTIFICATE NO. 7040

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON _____
THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA APPROVED THE FOREGOING PLAT

_____
HENRY U. PARRISH IIII, MAYOR

_____
CARIE SHEALY, CITY CLERK

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

_____
ROBERT M. PACKARD, P.S.M.
REGISTRATION NO. 3867, STATE OF FLORIDA

DATE: _____

CERTIFICATE OF CLERK

THIS IS TO CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT, AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES AND WAS FILED FOR RECORD ON

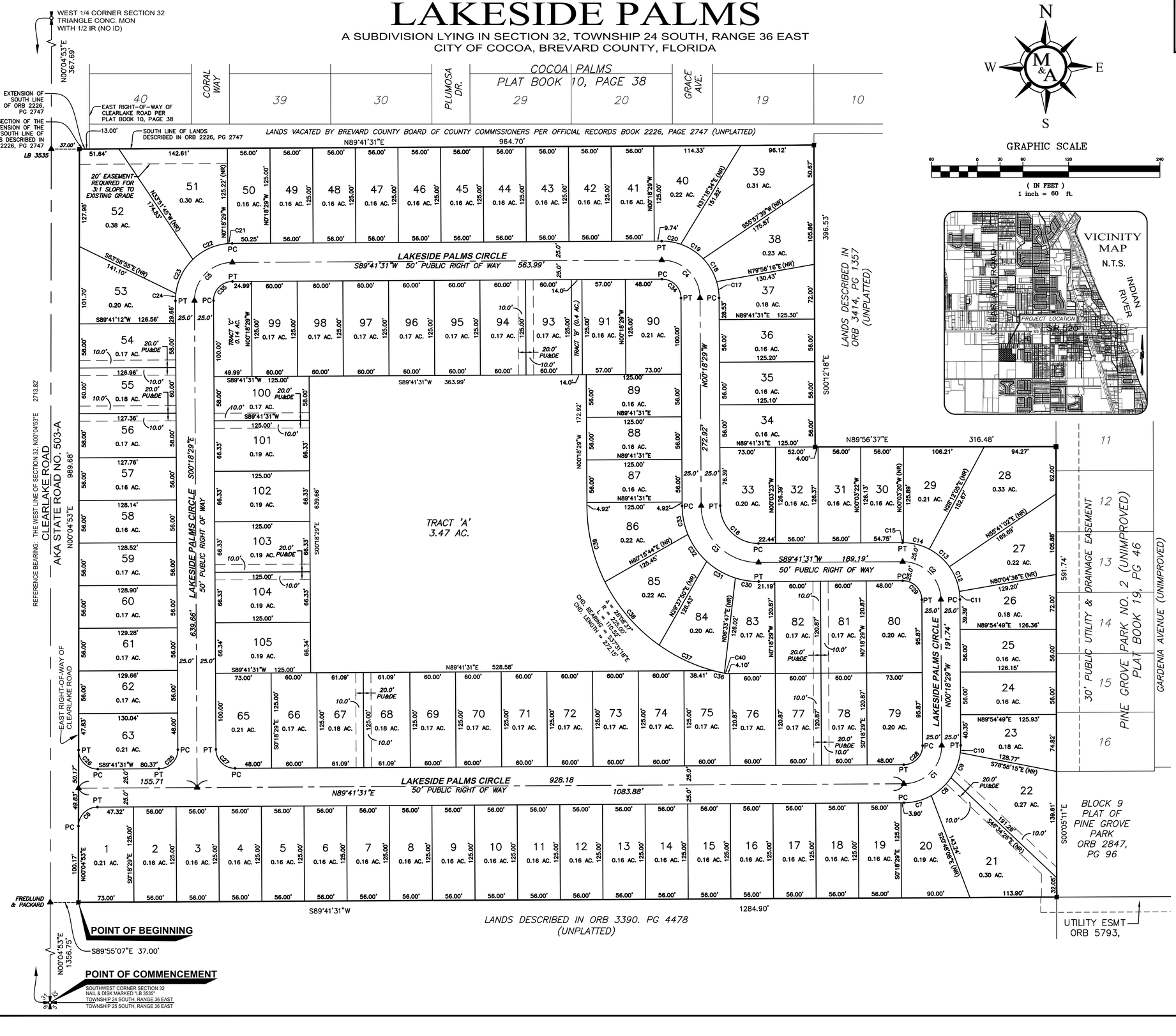
_____ AT _____. FILE NO._____

_____
SCOTT ELLIS
CLERK OF THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA

LAKESIDE PALMS

A SUBDIVISION LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 2 OF 2
SECTION 32 TWP. 24 S., RANGE 36 E.



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
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C28	39.27'	25.00'	90°00'00"	N44° 41' 31"E	35.36'
C29	39.27'	25.00'	90°00'00"	N45° 18' 29"W	35.36'
C30	31.10'	100.00'	17°49'17"	S81° 23' 51"E	30.98'
C31	43.79'	100.00'	25°05'24"	S59° 56' 30"E	43.44'
C32	43.56'	100.00'	24°57'37"	S34° 55' 00"E	43.22'
C33	38.62'	100.00'	22°07'42"	S11° 22' 20"E	38.38'
C35	39.27'	25.00'	90°00'00"	S44° 41' 31"W	35.36'
C36	15.15'	225.00'	3°51'33"	S76° 39' 52"E	15.15'
C37	78.90'	225.00'	20°05'29"	N64° 41' 21"W	78.50'
C38	110.52'	225.00'	28°08'37"	N40° 34' 18"W	109.41'
C39	102.85'	225.00'	26°11'30"	N13° 24' 14"W	103.63'
C40	2.82'	225.00'	0°43'08"	S78° 57' 13"E	18.71'

FOR JOINDERS IN DEDICATION SEE:
O.R.B. _____, PAGE _____
O.R.B. _____, PAGE _____
O.R.B. _____, PAGE _____
O.R.B. _____, PAGE _____
OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LEGEND:

- ■ = 4"x4" CONCRETE MONUMENT (SET) WITH NAIL & DISK STAMPED: "PRM PSM 5990"
- ▲ = PK NAIL AND DISK STAMPED: PCP PSM 5990" (SET)
- ● = POINT OF CURVATURE OR POINT OF TANGENCY

C## = CURVE NUMBER FOR CURVE TABLE
L## = LINE NUMBER FOR LINE TABLE
FND = FOUND
H.O.A. = HOMEOWNERS ASSOCIATION
L.S. = LICENSED SURVEYOR
N.T.S. = NOT TO SCALE
ORB = OFFICIAL RECORDS BOOK
P&M = PLAT AND MEASURED
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
PCP = PERMANENT CONTROL POINT
P.L.S. = PROFESSIONAL LAND SURVEYOR
PRM = PERMANENT REFERENCE MONUMENT
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
PU&DE = PUBLIC UTILITY AND DRAINAGE EASEMENT
NR = NON-RADIAL
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY

Prepared By:
MORGAN & Associates
Consulting Engineers, Inc.
504 N. Harbor City Blvd. Melbourne, Fl. 32935
Phone (321) 751-6088 Fax (321) 751-6089
L.B. # 7040
Drawn By: Jonathan Hussey

Revised Addendum to PZ-0010001 (Lakeside Palms Subdivision)
Concurrency Management/Adequate Public Facilities Analysis

Wastewater

The Level of Service (LOS) for wastewater is 319 gallons per day per household, based on the 105 lots, the projected demand on the wastewater system is 33,495 gallons per day.

The Sellers Plant is currently permitted to treat 4.5 mgd of wastewater per day, and is currently operating at 2.25 mgd. The maximum per day over the past twelve months was 2.249 mgd. Thus, there is sufficient capacity for Wastewater.

Stormwater Management

The Level of Service (LOS) for Stormwater Management is as follows:

Design Storm Event:	25-year frequency/24-hour duration event
On-Site Stormwater Management:	Retention of the first one inch of rainfall for areas of more than one acre.
Stormwater Quantity:	Post development Stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
Stormwater Quality:	No significant degradation of water quality in receiving water bodies.

There is an existing SJRWMD Permit (106760-3) for the site and the applicant has filed for a minor modification. Included in the permit modification, the design storm event is 25-year frequency/24 hour duration; retention of greater than the first one inch of rainfall runoff; the post development stormwater quantity will be equal to the levels that existed prior to development; and there is no significant degradation of water quality in receiving water bodies. Based on the foregoing, the project is consistent with the adopted LOS.

Potable Water

The LOS for potable water is 122 gallons per capita per day (gpcd) per household. Based on the City of Cocoa EAR Population Projections report, the average permanent resident per dwelling unit is 2.35 per occupied unit. Thus, the average demand per household is estimated at 287 gpcd, and based on the 105 proposed dwelling units the overall demand is 30,135 gpcd.

The Dyal Plant provides potable for the City of Cocoa service area and it is currently permitted to operate at 48 million gallons per day (mgd). The maximum provision over the past twelve months is 34 mgd. Thus, there is sufficient capacity for Potable Water.

Solid Waste

The Level of Service (LOS) for the City of Cocoa is 1.2 tons of solid waste disposal per capita per year, and residential collection LOS shall be 2 times per week per household with greenwaste and recyclables once

per week. The City contracts with Waste Management for the provision of solid waste, and the projected solid waste generated will be collected consistent with the adopted level of service standards.

Roadways (Transportation)

The minimum LOS for SR501 (Clearlake Road) is D.

The Space Coast TPO Traffic Counts Report for 2016, indicates for the SR520 to Pluckebaum segment of Clearlake Road, the average annual daily traffic trips is 4,590, and it classified as Urban Major Collector. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (7th Edition), the average vehicle trips per dwelling unit (on a weekday) is 9.57. Based on the 105 dwelling units, the development is projected to generate 1,005 trips per day (on a weekday).

Based on the LOS of D and the Current Maximum Acceptable Volume (15,600) established by the SCTPO, there is sufficient capacity on SR501 (Clearklake Road) to support this development.

Recreation

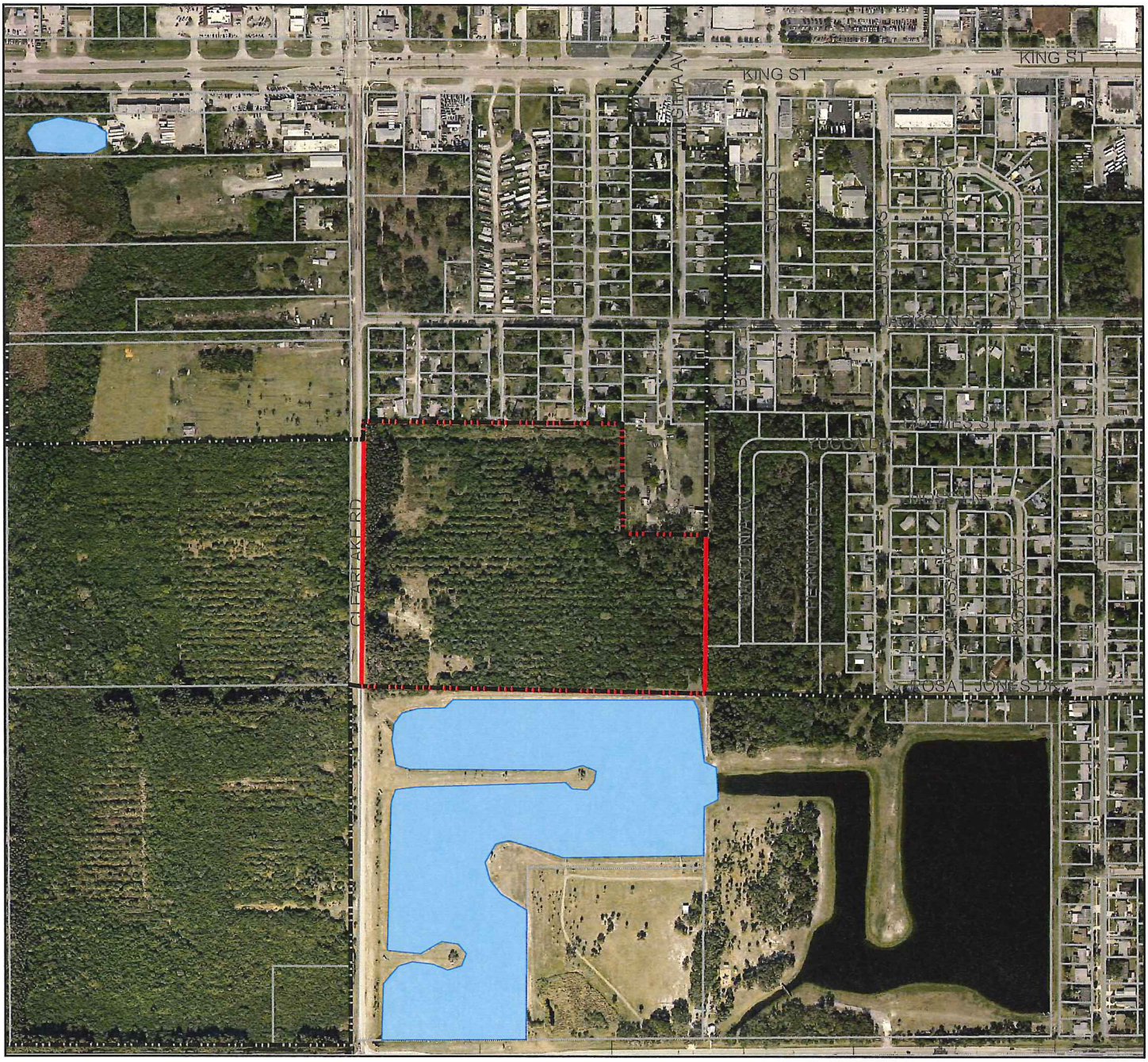
The Level of Service (LOS) for Recreation is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan EAR (October 2010) Data and Analysis, there exists a surplus of 118.34 acres of parks, which was determined to be more than sufficient to meet the needs of the citizens through 2020. The City's current population is 18,833 which requires 23.54 acres of park and recreation facilities. The EAR identified the City as having 323.58 acres (including the 165.09 acres Cocoa Conservation Area) available for residents. Thus, the City has sufficient recreation/parks to support the project and maintain the adopted LOS.

Schools

The Brevard County School District performed an analysis and issued a School Capacity Availability Letter which is contained as an attachment to the Staff Report.

Location Map
100 Clearlake Road



Legend

- Subject Property
- Water Bodies
- Publish.GISDL.CityBoundary

N
W E
S

0 0.1 0.2 Miles

Disclaimer: Maps are for reference purposes only and do not replace official documents.

City of Cocoa GIS - 2017

Exhibit C

School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Desmond K. Blackburn, Ph.D., Superintendent

June 7, 2017

Mr. Steven Biel
Planning & Development Department
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, Florida 32940

RE: Proposed Lakeside Palms Subdivision – PZ-17-00100001
School Capacity Availability Determination Letter SCADL-2017-07

Dear Mr. Biel,

We received a completed *School Facility Planning & Concurrency Application* for the referenced development on June 1, 2017. The subject property consists of Parcel ID 24-36-32-00-502 (Tax Account 2424142), containing approximately 27.92 acres in Cocoa, Florida. The proposed subdivision includes 112 single family residential homes. The School Concurrency Determination of this proposed development has been undertaken and the following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in years 2017-18 to 2021-22 of the *Brevard County Public Schools Financially Feasible Plan for School Years 2017-2018 to 2021-22* which is attached for reference.

Single Family Homes	112		
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students Generated**
Elementary	0.28	31.36	31
Middle	0.08	8.96	9
High	0.16	17.92	18
Total	**0.52**		**58**

RECEIVED
JUN - 9 2017
BY:

Planning & Project Management
Facilities Services
Phone: (321) 633-1000 x450 • FAX: (321) 633-4646

An Equal Opportunity Employer

FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School		2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour		990	990	990	990	990
McNair		611	611	611	611	611
Rockledge		1,689	1,689	1,689	1,689	1,689

Projected Student Membership

School		2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour		892	941	980	981	990
McNair		455	443	471	461	466
Rockledge		1,470	1,515	1,522	1,485	1,458

Students Generated by Previously Issued SCADL Reservations

School		2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour		-	-	-	-	-
McNair		7	7	7	7	7
Rockledge		46	80	100	108	108

Cumulative Students Generated by Proposed Development

School		2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour		-	14	31	31	31
McNair		-	4	9	9	9
Rockledge		-	8	18	18	18

Total Projected Student Membership (includes Cumulative Impact of Proposed Development

School		2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour		892	955	1,011	1,012	1,021
McNair		462	454	487	477	482
Rockledge		1,516	1,603	1,640	1,611	1,584

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School		2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour		98	35	(21)	(22)	(31)
McNair		149	157	124	134	129
Rockledge		173	86	49	78	105

At this time, Endeavor Elementary is not projected to have enough capacity for the total projected and potential students in 2018-19 through 2021-2 using membership and available capacity figures projected for the Concurrency Service Areas. Because there is a shortfall of available capacity in the concurrency service area of the Lakeside Palms property, the capacity of adjacent concurrency service areas must be considered. The adjacent elementary school concurrency service areas are Cambridge Elementary School, Tropical Elementary School, Golfview Elementary School, and Saturn Elementary School. A table of capacities of an *Adjacent Elementary Schools Concurrency Service Area* is shown:

FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School		2017-18	2018-19	2019-20	2020-21	2021-22
Golfview		777	777	777	777	777

Projected Student Membership

School		2017-18	2018-19	2019-20	2020-21	2021-22
Golfview		635	650	681	707	727

Students Generated by Previously Issued SCADL Reservations

School		2017-18	2018-19	2019-20	2020-21	2021-22
Golfview		6	6	6	6	6

Cumulative Students Generated by Proposed Development

School		2017-18	2018-19	2019-20	2020-21	2021-22
Golfview		-	14	31	31	31

Total Projected Student Membership (includes Cumulative Impact of Proposed Development

School		2017-18	2018-19	2019-20	2020-21	2021-22
Golfview		641	670	718	744	764

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School		2017-18	2018-19	2019-20	2020-21	2021-22
Golfview		136	107	59	33	13

Considering the adjacent elementary school concurrency service areas, there is sufficient capacity for the total projected student membership to accommodate the Lakeside Palms Subdivision.

The School Capacity Reservation at Endeavor Elementary School, McNair Middle School and Rockledge High School is valid for 24 months from the date of this letter. At that time, if the project has not received approval from Brevard County, a Time Extension application can be submitted to the School Board through the Brevard County. A maximum of 2 additional years can be requested. If the final approval has not been completed after the 2 year Time Extension is granted, a new application for School Concurrency must be submitted.

Also in accordance with Section 13.2(f) of the ILA, so that the school district can track capacity reservations, please provide notification:

1. When this residential development has received a Concurrency Evaluation Finding of Nondeficiency or functional equivalent.
2. The date the development order expires, is extended or is revoked.
3. When the concurrency reservations become vested.
4. When the school impact fees have been paid.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

David G. Lindemann, AICP
Manager - Facilities Planning & Intergovernmental Coordination
Planning & Project Management, Facilities Services

Enclosure: *Brevard County Public Schools Utilization 2017-18 to 2021-22*

Copy: Susan Hann, P.E., AICP, Director of Planning & Project Management
File SCADL-2017-07

Brevard County Public Schools

Financially Feasible Plan To Maintain Utilization Rates Lower than the 100% Level of Service

Data and Analysis for School Years 2016-17 to 2021-22

Summary	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Highest Utilization Elementary Schools:	98%	99%	100%	100%	99%	100%
Highest Utilization Middle Schools:	89%	87%	94%	97%	99%	99%
Highest Utilization Jr / Sr High Schools:	88%	90%	97%	100%	100%	100%
Highest Utilization High Schools:	99%	99%	100%	100%	100%	100%

				School Year 2016-17			School Year 2017-18			School Year 2018-19			School Year 2019-20			School Year 2020-21			School Year 2021-22		
School	Type	Grades	Utilization Factor	FISH Capacity	10/17/16 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Elementary School Concurrency Service Areas																					
Allen	Elementary	PK-6	100%	751	632	84%	751	638	85%	751	667	89%	751	695	93%	751	707	94%	751	694	92%
Andersen	Elementary	K-6	100%	884	701	79%	884	704	80%	884	715	81%	884	726	82%	884	713	81%	884	686	78%
Apollo	Elementary	K-6	100%	902	815	90%	902	805	89%	902	815	90%	902	850	94%	902	837	93%	902	841	93%
Atlantis	Elementary	PK-6	100%	703	648	92%	703	661	94%	703	694	99%	703	689	98%	703	692	98%	725	722	100%
Audubon	Elementary	PK-6	100%	761	599	79%	761	593	78%	761	583	77%	761	598	79%	761	590	78%	761	589	77%
Cambridge	Elementary	PK-6	100%	765	640	84%	765	658	86%	765	674	88%	765	694	91%	765	717	94%	765	735	96%
Cape View	Elementary	PK-6	100%	548	426	78%	548	421	77%	548	421	77%	548	413	75%	548	420	77%	548	422	77%
Carroll	Elementary	K-6	100%	751	660	88%	751	641	85%	751	629	84%	751	634	84%	751	652	87%	751	632	84%
Challenger 7	Elementary	PK-6	100%	573	525	92%	573	532	93%	573	554	97%	573	570	99%	595	580	97%	595	583	98%
Columbia	Elementary	PK-6	100%	751	544	72%	751	507	68%	751	538	72%	751	539	72%	751	524	70%	751	540	72%
Coquina	Elementary	K-6	100%	693	523	75%	693	531	77%	693	543	78%	693	546	79%	693	545	79%	693	551	80%
Creel	Elementary	PK-6	100%	1,154	940	81%	1,154	936	81%	1,154	973	84%	1,154	1,001	87%	1,154	1,029	89%	1,154	1,066	92%
Croton	Elementary	PK-6	100%	795	615	77%	795	619	78%	795	644	81%	795	669	84%	795	694	87%	795	719	90%
Discovery	Elementary	PK-6	100%	980	625	64%	980	634	65%	980	619	63%	980	611	62%	980	618	63%	980	634	65%
Endeavour	Elementary	PK-6	100%	990	890	90%	990	892	90%	990	941	95%	990	980	99%	990	981	99%	990	990	100%
Enterprise	Elementary	K-6	100%	729	543	74%	729	530	73%	729	499	68%	729	473	65%	729	450	62%	729	441	60%
Fairglen	Elementary	PK-6	100%	753	703	93%	753	707	94%	753	755	**100%**	819	820	**100%**	885	878	99%	951	927	97%
Gemini	Elementary	K-6	100%	711	451	63%	711	418	59%	711	407	57%	711	394	55%	711	390	55%	711	372	52%
Golfview	Elementary	PK-6	100%	777	619	80%	777	635	82%	777	650	84%	777	681	88%	777	707	91%	777	727	94%
Harbor City	Elementary	PK-6	100%	629	401	64%	629	387	62%	629	411	65%	629	427	68%	629	426	68%	629	431	69%
Holland	Elementary	PK-6	100%	605	466	77%	605	450	74%	605	462	76%	605	482	80%	605	517	85%	605	539	89%
Imperial Estates	Elementary	K-6	100%	729	718	98%	729	677	93%	729	678	93%	729	671	92%	729	673	92%	729	683	94%
Indialantic	Elementary	K-6	100%	798	751	94%	798	730	91%	798	735	92%	798	729	91%	798	736	92%	798	743	93%
Jupiter	Elementary	PK-6	100%	930	793	85%	930	781	84%	930	808	87%	930	822	88%	930	824	89%	930	825	89%
Lockmar	Elementary	PK-6	100%	892	728	82%	892	728	82%	892	743	83%	892	747	84%	892	739	83%	892	746	84%
Longleaf	Elementary	PK-6	100%	790	683	86%	790	700	89%	790	721	91%	790	720	91%	790	712	90%	790	716	91%
Manatee	Elementary	K-6	100%	954	864	91%	954	864	91%	954	943	99%	954	938	98%	954	940	99%	954	924	97%
McAuliffe	Elementary	PK-6	100%	918	786	86%	918	784	85%	918	800	87%	918	783	85%	918	761	83%	918	768	84%
Meadowlane Intermediate	Elementary	3-6	100%	1,114	1,010	91%	1,114	1,000	90%	1,114	1,017	91%	1,114	1,028	92%	1,114	1,058	95%	1,136	1,121	99%
Meadowlane Primary	Elementary	K-6	100%	824	748	91%	824	742	90%	824	827	**100%**	890	883	99%	912	905	99%	912	912	100%
Mila	Elementary	PK-6	100%	707	534	76%	707	538	76%	707	554	78%	707	563	80%	707	571	81%	707	596	84%
Mims	Elementary	PK-6	100%	725	485	67%	725	501	69%	725	520	72%	725	549	76%	725	577	80%	725	611	84%
Oak Park	Elementary	PK-6	100%	950	922	97%	950	944	99%	972	966	99%	1,016	1,004	99%	1,038	1,029	99%	1,060	1,047	99%
Ocean Breeze	Elementary	PK-6	100%	654	519	79%	654	525	80%	654	509	78%	654	485	74%	654	483	74%	654	475	73%
Palm Bay	Elementary	PK-6	100%	1,005	799	80%	1,005	796	79%	1,005	822	82%	1,005	820	82%	1,005	810	81%	1,005	791	79%
Pinewood	Elementary	PK-6	100%	551	530	96%	551	544	99%	595	576	97%	639	606	95%	639	632	99%	683	670	98%
Port Malabar	Elementary	PK-6	100%	852	741	87%	852	744	87%	852	780	92%	852	775	91%	852	764	90%	852	782	92%
Quest	Elementary	PK-6	100%	950	900	95%	1,016	1,000	98%	1,060	1,059	100%	1,126	1,125	100%	1,148	1,133	99%	1,148	1,098	96%
Riviera	Elementary	PK-6	100%	777	647	83%	777	655	84%	777	735	95%	777	768	99%	799	784	98%	799	801	**100%**
Roosevelt	Elementary	K-6	100%	599	359	60%	599	360	60%	599	361	60%	599	361	60%	599	348	58%	599	360	60%
Sabal	Elementary	PK-6	100%	785	550	70%	785	546	70%	785	554	71%	785	569	72%	785	572	73%	785	587	75%
Saturn	Elementary	PK-6	100%	976	763	78%	976	750	77%	976	747	77%	976	761	78%	976	769	79%	976	759	78%
Sea Park	Elementary	PK-6	100%	461	339	74%	461	322	70%	461	306	66%	461	314	68%	461	312	68%	461	306	66%
Sherwood	Elementary	PK-6	100%	609	485	80%	609	480	79%	609	482	79%	609	499	82%	609	506	83%	609	488	80%
Sunrise	Elementary	PK-6	100%	895	841	94%	895	858	96%	895	849	95%	895	823	92%	895	799	89%	895	787	88%
Suntree	Elementary	K-6	100%	755	657	87%	755	654	87%	755	619	82%	755	572	76%	755	548	73%	755	519	69%
Surfside	Elementary	K-6	100%	523	475	91%	523	468	89%	523	469	90%	523	483	92%	523	494	94%	523	513	98%
Tropical	Elementary	K-6	100%	910	787	86%	910	798	88%	910	815	90%	910	820	90%	910	839	92%	910	841	92%
Turner	Elementary	PK-6	100%	874	631	72%	874	636	73%	874	655	75%	874	640	73%	874	624	71%	874	592	68%
University Park	Elementary	PK-6	100%	811	546	67%	811	544	67%	811	653	81%	811	708	87%	811	711	88%	811	722	89%
Westside	Elementary	K-6	100%	857	712	83%	857	719	84%	857	723	84%	857	692	81%	857	656	77%	857	632	74%
Williams	Elementary	PK-6	100%	715	581	81%	715	581	81%	715	592	83%	715	596	83%	715	599	84%	715	617	86%
Elementary Totals				**41,095**	**33,850**		**41,161**	**33,868**		**41,271**	**34,812**		**41,557**	**35,346**		**41,733**	**35,575**		**41,909**	**35,873**	

School	Type	Grades	Utilization Factor	School Year 2016-17			School Year 2017-18			School Year 2018-19			School Year 2019-20			School Year 2020-21			School Year 2021-22		
				FISH Capacity	10/17/16 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
ool Concurrency Service Areas																					
Central	Middle	8-Jul	90%	1,525	1,098	72%	1,525	1,129	74%	1,525	1,213	80%	1,525	1,325	87%	1,525	1,381	91%	1,525	1,354	89%
DeLaura	Middle	8-Jul	90%	941	703	75%	941	728	77%	941	740	79%	941	774	82%	941	769	82%	941	757	80%
Hoover	Middle	8-Jul	90%	659	509	77%	659	515	78%	659	460	70%	659	456	69%	659	474	72%	659	484	73%
Jackson	Middle	8-Jul	90%	654	584	89%	654	566	87%	654	613	94%	654	636	97%	654	635	97%	654	614	94%
Jefferson	Middle	8-Jul	90%	854	606	71%	854	610	71%	854	669	78%	854	711	83%	854	733	86%	854	735	86%
Johnson	Middle	8-Jul	90%	1,000	791	79%	1,000	791	79%	1,000	802	80%	1,000	810	81%	1,000	883	88%	1,000	868	87%
Kennedy	Middle	8-Jul	90%	813	632	78%	813	633	78%	813	645	79%	813	679	84%	813	741	91%	813	767	94%
Madison	Middle	8-Jul	90%	743	444	60%	743	450	61%	743	480	65%	743	533	72%	743	565	76%	743	562	76%
McNair	Middle	8-Jul	90%	611	456	75%	611	455	74%	611	443	73%	611	471	77%	611	461	75%	611	466	76%
Southwest	Middle	8-Jul	90%	1,177	880	75%	1,177	892	76%	1,177	895	76%	1,177	987	84%	1,177	1,041	88%	1,177	985	84%
Stone	Middle	8-Jul	90%	1,013	839	83%	1,013	800	79%	1,013	841	83%	1,013	877	87%	1,033	1,025	99%	1,072	1,059	99%
Middle Totals				9,990	7,542		9,990	7,569		9,990	7,801		9,990	8,259		10,010	8,708		10,049	8,651	
gh School Concurrency Service Areas																					
Cocoa	Jr / Sr High	PK, 7-12	90%	1,782	1,572	88%	1,782	1,599	90%	1,782	1,724	97%	1,850	1,858	100%	2,007	2,012	100%	2,142	2,147	100%
Cocoa Beach	Jr / Sr High	12-Jul	90%	1,466	1,064	73%	1,466	1,017	69%	1,466	976	67%	1,466	969	66%	1,466	961	66%	1,466	956	65%
Space Coast	Jr / Sr High	12-Jul	90%	1,812	1,519	84%	1,812	1,520	84%	1,812	1,485	82%	1,812	1,526	84%	1,812	1,590	88%	1,812	1,606	89%
Jr / Sr High Totals				5,060	4,155		5,060	4,136		5,060	4,185		5,128	4,353		5,285	4,563		5,420	4,709	
chool Concurrency Service Areas																					
Astronaut	High	12-Sep	95%	1,446	1,132	78%	1,446	1,124	78%	1,446	1,125	78%	1,446	1,159	80%	1,446	1,233	85%	1,446	1,314	91%
Bayside	High	12-Sep	95%	2,235	1,712	77%	2,235	1,684	75%	2,235	1,733	78%	2,235	1,697	76%	2,235	1,705	76%	2,235	1,789	80%
Eau Gallie	High	PK, 9-12	95%	2,186	1,672	76%	2,186	1,639	75%	2,186	1,693	77%	2,186	1,784	82%	2,186	1,834	84%	2,186	1,900	87%
Heritage	High	12-Sep	95%	2,314	1,855	80%	2,314	1,784	77%	2,314	1,778	77%	2,314	1,769	76%	2,314	1,848	80%	2,314	1,928	83%
Melbourne	High	12-Sep	95%	2,317	2,304	99%	2,317	2,300	99%	2,365	2,374	100%	2,460	2,471	100%	2,460	2,466	100%	2,602	2,601	100%
Merritt Island	High	PK, 9-12	95%	1,915	1,574	82%	1,915	1,575	82%	1,915	1,516	79%	1,915	1,583	83%	1,915	1,646	86%	1,915	1,739	91%
Palm Bay	High	PK, 9-12	95%	2,613	1,637	63%	2,613	1,635	63%	2,613	1,659	63%	2,613	1,786	68%	2,613	1,820	70%	2,613	1,897	73%
Rockledge	High	12-Sep	95%	1,689	1,460	86%	1,689	1,470	87%	1,689	1,515	90%	1,689	1,522	90%	1,689	1,485	88%	1,689	1,458	86%
Satellite	High	PK, 9-12	95%	1,516	1,356	89%	1,516	1,325	87%	1,516	1,345	89%	1,516	1,332	88%	1,516	1,357	90%	1,516	1,404	93%
Titusville	High	12-Sep	95%	1,872	1,394	74%	1,872	1,395	75%	1,872	1,437	77%	1,872	1,429	76%	1,872	1,468	78%	1,872	1,488	79%
Viera	High	PK, 9-12	95%	2,253	2,117	94%	2,253	2,150	95%	2,253	2,188	97%	2,253	2,233	99%	2,253	2,235	99%	2,348	2,337	100%
High Totals				22,356	18,213		22,356	18,081		22,404	18,363		22,499	18,765		22,499	19,097		22,736	19,855	
e (Not Concurrency Service Areas)																					
Freedom 7	Elementary	K-6	100%	475	409	86%	475	414	87%	475	414	87%	475	414	87%	475	414	87%	475	414	87%
Stevenson	Elementary	K-6	100%	569	484	85%	569	508	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%
West Melbourne	Elementary	K-6	100%	618	550	89%	618	552	89%	618	552	89%	618	552	89%	618	552	89%	618	552	89%
Edgewood	Jr / Sr High	12-Jul	90%	1,072	948	88%	1,072	950	89%	1,072	950	89%	1,072	950	89%	1,072	950	89%	1,072	950	89%
West Shore	Jr / Sr High	12-Jul	90%	1,264	955	76%	1,264	956	76%	1,264	956	76%	1,264	956	76%	1,264	956	76%	1,264	956	76%
Schools of Choice				3,998	3,346		3,998	3,380		3,998	3,380		3,998	3,380		3,998	3,380		3,998	3,380	
Brevard Totals				82,499	67,106		82,565	67,034		82,723	68,541		83,172	70,103		83,525	71,323		84,112	72,468	

Notes

1. FISH Capacity is the sum of the factored permanent capacity and the factored relocatable capacity. Permanent and relocatable capacities for 2016-17 are reported from the FISH database as of December 13, 2016.
2. Student Membership is reported from the Fall Final Membership Count (10/17/16).
3. Davis Demographics SchoolSite Enrollment Forecasting Extension for ArcGIS estimates future student populations by analyzing the following data:
   - Development Projections from Brevard County Local Government Jurisdictions
   - Brevard County School Concurrency Student Generation Multipliers (SGM)
   - Fall Membership student addresses and corresponding concurrency service areas
   - Student Mobility Rates / Cohort Survival
   - Brevard County Birth rates by zip code
4. Davis Demographics estimates are then adjusted using the following factors:
   - PK (Pre-Kindengarten) and AH (daycare for students with infants) enrollment number are assumed to be constant
   - Current From/To attendance patterns are assumed to remain constant.
   - Nongeocoded student addresses are assumed to continue in their attendance schools.
   - Charter School Growth.
5. In order to maintain utilization rates lower than the 100% Level of Service, Relocatable Classrooms are assumed to add future student stations as necessary.
   - Primary relocatable classrooms (Grades K-3) = 18 student stations, Intermediate (Grades 4-8) relocatable classrooms = 22 student stations, and High School (Grades 9-12) relocatable classrooms = 25 student stations
   - Intermediate relocatable classrooms are proposed to be added at Atlantis Elementary, Challenger 7 Elementary, Fairglen Elementary, Meadowlane Intermediate, Meadowlane Primary, Oak Park Elementary, Pinewood Elementary, Quest Elementary, Riviera Elementary, and Stone Middle (Total of 38 Classrooms).
   - High school relocatable classrooms are proposed to be added at Melbourne High, Cocoa Jr/Sr High, and Viera High (Total of 32 Classrooms)

Legislation Details (With Text)

File #:	17-342	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	7/31/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Approve a Resolution amending the FY2017 Budget to include a transfer from the Water/Sewer Fund to the General Fund reflecting the actual cost of the Fleet Building Expansion Project (CP11FS) and to apply the correct split between the General Fund and the Water/Sewer Fund. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution 2017.pdf BAF-FN-GF Fleet Expansion Amendment (8-22-17)~ Agenda 17-342.pdf BAF-FN-WS Fleet Expansion Amendment (8-22-17)~ Agenda 17-342.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2017
Agenda Date: August 22, 2017
Prepared By: Lea Taylor
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve a Resolution amending the FY2017 Budget to include a transfer from the Water/Sewer Fund to the General Fund reflecting the actual cost of the Fleet Building Expansion Project (CP11FS) and to apply the correct split between the General Fund and the Water/Sewer Fund.

BACKGROUND:

The Fleet Building Expansion Project (CP11FS) was budgeted in FY2016 at $275,000 and FY2017 at $28,000. Each year the cost was intended to be split evenly between the General Fund and the Water/Sewer Fund. A Budget Amendment was approved by City Council on October 11, 2017 (Agenda 16-441; Resolution 2016-110) to increase the FY 2017 Budget in account number 001-3580 -519.62-00 by $231,936. The project was not as far along as anticipated during the budget process and a budget adjustment was necessary to complete the Fleet Building Expansion Project. This budget adjustment did not take into account the cost of the project was to be split evenly between the General Fund and the Water/Sewer Fund.

The total cost of the completed project to date is $314,141.48. Currently the project was expensed in the General Fund with the Water/Sewer Fund contributing $26,490.42 in FY2016. An additional $130,581 is owed to the General Fund for the Water/Sewer's portion of the project. The additional transfer from the Water/Sewer Fund to the General Fund will be placed into the General Fund

Contingency Account.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

General Fund Budget Amendment:

Amount Requested:	$130,581
Revenue Account Number:	001-0000-381.91-21
Account Name:	TRANSFER FROM / WATER SEWER
Expense Account Number:	001-1600-513.39-00
Account Name:	GENERAL FUND / CONTINGENCY

Water/Sewer Fund Budget Transfer:

Amount Requested:	$130,581
Account Number From:	421-4010-536.39-00
Account Name:	WATER SEWER / CONTINGENCY
Account Number To:	421-4010-581.91-01
Account Name:	TRANSFER TO GEN FUND 001

PREVIOUS ACTION:

On October 11, 2017, the City Council approved Resolution No. 2016-110 increasing the FY2017 Budget for the Fleet Building Expansion Project by $231,936 from the original budget of $28,000 to an amended budget of $259,936.

RECOMMENDED MOTION:

Approve a Resolution amending the FY2017 Budget to include a transfer from the Water/Sewer Fund to the General Fund reflecting the actual cost of the Fleet Building Expansion Project (CP11FS) and to apply the correct split between the General Fund and the Water/Sewer Fund.

RESOLUTION NO. 2017-77

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 22nd day of August, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 07/31/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 130,581	001-0000-381.91-21		TRANSFER FROM / WATER SEWER	$ 14,000	$ 22,437	$ 153,018	$ 151,527
$ 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
$ 130,581	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 130,581	001-1600-513.39-00		GENERAL FUND / CONTINGENCY	$ 325,000	$ 67,604	$ 198,185	$ 196,694
$ 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
$ 130,581	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The attached amendment is to amending the FY2017 Budget to include the actual cost of the Fleet Expansion project (CP11FS) and to apply the correct funding split. Agenda 17-342.

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 08/22/17 RESOLUTION #: 2017-77

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.

8/10/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.08.10 16:16:23 -04'00'	8/11/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.08.11 14:12:30 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/10/17	Teri Butler Digitally signed by Teri Butler Date: 2017.08.10 17:20:01 -04'00'	8/11/17	Lora Howell Digitally signed by Lora Howell Date: 2017.08.11 14:43:21 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 07/31/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 130,581)	421-4010-536.39-00		WATER SEWER / CONTINGENCY	$ 1,907,679	$ 1,128,940	$ 998,359	$ 998,359
$ 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
($ 130,581)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 130,581	421-4010-581.91-01		TRANSFER TO GEN FUND 001	$ 5,473,000	$ 5,481,437	$ 5,612,018	$ 607,931
$ 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
$ 130,581	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The attached transfer is to amending the FY2017 Budget to include the actual cost of the Fleet Expansion project (CP11FS) and to apply the correct funding split. Agenda 17-342.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/22/17 *RESOLUTION #:* 2017-77

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.

8/10/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.08.10 16:10:11 -04'00'	8/11/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.08.11 14:07:04 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/10/17	John "Jack" Walsh — Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.08.10 21:16:32 -04'00'	8/11/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.08.11 14:42:08 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	17-345	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	8/2/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Approve the Preliminary Assessment Resolution for the Fire Protection Assessment for FY2018. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Draft Technical Memorandum Fire Assessment 2017-2018.pdf Preliminary Fire Assessment Resolution 2017 8.13.17				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2017
Agenda Date: August 22, 2017
Prepared By: Lora Howell, Deputy Finance Director
Through: Teri Butler, CGFO, Finance Director
Requested Action:
To Approve the Preliminary Assessment Resolution for the Fire Protection Assessment for FY2018

BACKGROUND:

On May 9, 2006, City Council approved Ordinance 20-2006 (“Ordinance”) that adopted a fire protection assessment to partially fund the provision of fire protection and first response medical services (“rescue”) (collectively “fire protection services”) to properties within the City. Each year as part of the budgeting process, City Council must adopt the fire assessment rate schedule for the upcoming budget year.

In May 2013, the City entered into a contract with Stantec (Burton & Associates, Inc.), to conduct a study for purposes of updating the City’s fire protection assessment using a revised methodology that is based upon the availability of fire protection services to all parcels within City limits and the protection from loss of structures on improved parcels within City limits. In addition, the new methodology was used to develop a rate structure that will partially fund the City’s cost to provide fire protection services consistent with the authority set forth in the Ordinance. The results of the Study and recommendations are reported in the “FY 2014 Non-Ad Valorem Fire Protection Assessment Study Final Report” dated August 7, 2013, which was presented to City Council on August 13, 2013.

The Study was updated in July 2015 with the objective to develop an updated methodology that will result in assessment rates that will recover a portion of the full cost of providing fire protection service

to properties within the City limits in proportion to the benefit received and to more equitably apportion the cost to vacant properties. Calculations to determine the rate structure include all appropriate costs to operate the City's Fire Department except for distinct costs attributable to emergency medical services, as required by law. Revenue from the fire protection assessment will be utilized to sustain the current level of service and to partially fund construction of new fire stations in future fiscal years.

The Final Assessment Resolution for FY2017 was approved by City Council on September 6, 2016 with the recommendation of a 3% increase to the Fire Assessment rate, which was incorporated into the General Fund Sustainability Analysis. Based on this analysis, it was determined that the rate increase would provide sufficient revenues for projected operations, maintenance costs, and the Fire Department's capital improvement plan.

During the FY2018 Budget Workshop on June 29th, 2017, City Staff presented to City Council, Stantec' s (Burton and Associates) recommendation of a proposed 5% increase to the Fire Assessment rate, which was incorporated into the General Fund Sustainability Analysis. Based on this analysis, it was determined that the rate increase will provide sufficient revenues for projected operations, maintenance costs, and the Fire Department's capital improvement plan. The additional 2% over the projected 3%, which equals the proposed 5%, provides for the full amount of debt service incurred for the construction of the City's three (3) fire stations. The original debt service was projected at $425,000 per year; however, after securing the debt the annual debt service amounted to approximately $465,000 per year. The additional 2% increase covers the additional annual debt service amount.

In order to approve the new rates being recommended by Stantec (Burton & Associates) and City Staff, the Ordinance requires that the City Council first approves a Preliminary Assessment Resolution. After approval of the Preliminary Assessment Resolution, the City Council is required to hold a public hearing, in accordance with the Ordinance and Florida Statutes, for purposes of adopting a Final Assessment Resolution formally approving the fire assessment rates. The final approved rates are then submitted to the Brevard County Tax Collector for purposes of collecting the fire assessment on the annual non-ad valorem assessment portion of the annual property tax bill.

At this City Council meeting, Staff is recommending that the City Council approve the Preliminary Assessment Resolution. The Final Assessment Resolution will be presented for consideration at a public hearing on September 5, 2017 at 5:30P.M. The Preliminary Assessment Resolution proposes the following rates. For the purposes of this non-ad valorem assessment, benefited parcels are all parcels within the jurisdictional limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. Additionally, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment.

For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue services to all parcels and the protection from loss of structures on improved parcels.

The current fire protection assessment rates adopted by City Council last year are as follows:

Fiscal Year 2017:

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, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$8.57	$13.55

Proposed Fiscal Year 2018 is set forth below:

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	$203.25	$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	$143.71	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$9.00	$13.55

Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to fund fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided. by the City of Cocoa.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability is part of the City's strategic plan. The recommended rate structure will recover a portion of the cost of providing fire protection service to properties within the city limits for FY2018 and subsequent years in proportion to the benefit received from the fire protection service provided by the City. Costs not covered by the fire protection assessment must be met by other revenue sources within the General Fund.

BUDGETARY IMPACT:

The total amount of revenue to be collected in FY 2018 from this proposed fire protection

assessment is estimated to be $2.26 million dollars, **which is ~38%** of FY2018 proposed budgeted fire protection services.

PREVIOUS ACTION:

On May 9, 2006, City Council approved Ordinance 20-2006 that adopted a fire protection assessment to partially fund the provision of fire protection and first response medical services to properties within the City.

In reliance upon the Ordinance, the City Council has approved an annual fire assessment to fund a portion of the annual Fire Department budget since 2006.

RECOMMENDED MOTION:

To Approve the Preliminary Assessment Resolution for the Fire Protection Assessment for FY2018

DRAFT TECHNICAL MEMORANDUM

Stantec Consulting Services, Inc.
200 Business Park Circle, Ste. 101
St. Augustine, FL 32095

Telephone: (904) 247-0787
Facsimile: (904) 241-7708

DATE: August 04, 2017
TO: Teri Butler, Finance Director – City of Cocoa, Florida
FROM: Michael Burton – Vice President, Financial Services
COPY: Lora Howell, Erick van Malssen
RE: **FY 2018 Fire Assessment Update**

Background: Burton & Associates completed a Fire Assessment Study for the City that was implemented in FY 2014. We also completed updates to the Fire Assessment program from FY 2015 to FY 2017. This Draft Technical Memorandum presents the results of our analysis for the Fire Assessment to be implemented for FY 2018.

Scope

The scope of this FY 2018 Fire Assessment Update included 1) an evaluation of the need for increased Fire Assessment revenue in the context of the General Fund Financial Sustainability Analysis, the results of which are being delivered in a separate Report, and 2) an update of the Fire Assessment Roll to include the below referenced revenue increase in the assessment to all assessed parcels. There is no change to the Fire Assessment methodology for FY 2018.

Results

Based upon the analysis conducted in this year's update, it was determined that the Fire Assessment rates should be increased by 5.0% to bill approximately $2.42 million in total Fire Assessments, providing for approximately $2.26 million dollars in net revenues after un-collectables, early payment discounts and other allowed reductions. These revenues, in combination with a subsidy from the General Fund of approximately $3.68 million (that is included in the General Fund Sustainability Analysis) will sufficiently fund the Fire Department's projected operations and maintenance costs as well as the Fire Department's capital improvement program.

A Fire Assessment Roll is being delivered under separate cover to reflect 1) all current assessable parcels and 2) an increase of 5.0% in the Fire Assessment rates. The 5.0% increase applies to all classes of property, but for exemplary purposes, a 5.0% increase in the annual Residential Fire Assessment per household will increase the assessment from $193.57 to $203.25.

If you have any questions or would like to discuss this Draft Technical Memorandum, please do not hesitate to call me at (904) 247-0787.

Very truly yours,

Michael E. Burton

CITY OF COCOA, FLORIDA

FIRE PROTECTON ASSESSMENT
PRELIMINARY ASSESSMENT RESOLUTION

ADOPTED AUGUST 22, 2017

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RESOLUTION No. 2017-___

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO THE DELIVERY AND FUNDING OF FIRE PROTECTION SERVICES AND FACILITIES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 20-2006 WITHIN THE ENTIRE AREA OF THE CITY TO FUND FIRE PROTECTION SERVICES AND FACILITIES; ESTABLISHING FIRE ASSESSMENT RATES FOR CITY FISCAL YEAR 2017/2018; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED SPECIAL ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 20-2006, Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Preliminary Rate Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the fire protection services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa FY 2016 Fire Protection Assessment Study, dated August 5, 2015, as updated by the FY 2017 Fire Protection Assessment Study, dated July 25, 2016, prepared by Burton & Associates, as updated by the Technical Memorandum prepared by Stantec, dated August 4, 2017, as may be further amended in writing.

"Assessment Ordinance" means City Ordinance No. 20-2006, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Fire Protection Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. In addition and supplemental to the findings adopted by the City Council in Ordinance No. 20-2006, it is hereby ascertained, determined and declared as follows:

(A) The constant preparedness to provide fire protection services, facilities and programs possesses a logical relationship to the use and enjoyment of real property by:

(1) preserving and/or enhancing property values, marketability and ability to develop for all parcels; (2) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (3) protecting the life and safety of intended occupants in the use and enjoyment of real property; (4) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (5) providing protection for uninsured or underinsured property and property owners; and (6) containing the spread of fire incidents, sometimes occurring on unimproved property, with the potential to spread and endanger the value, structures and occupants of nearby property, thereby limiting liability.

(B) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit conveyed by readiness-to-serve availability of fire protection service provided by the City to all parcels (improved and unimproved), 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, and has considered the recent decision of the Florida Supreme Court, Morris v. City of Cape Coral, 163 So. 3d 1174 (Fla. 2015), which upheld a similar methodological approach recommended by Burton & Associates that apportioned costs based on the general availability of fire protection services to all

property owners in tier 1, and in tier 2, provided the additional benefit to improved property owners of protecting structures from damage.

(C) Readiness to serve apportionment is based upon the premise that real property receives a substantial benefit from the mere presence and availability of on-call fire protection services and facilities. Such benefit is independent of, and enjoyed even in the absence of, a call or need for actual service. A given Tax Parcel is benefited over time by that availability alone, even when that Tax Parcel does not generate a call for service, through increased value and marketability, development potential, heightened use and enjoyment of the property, and reduced insurance premiums.

(D) The City expends substantial and measurable resources each year in maintaining a constant state of availability, readiness and preparedness which is the primary function of the Fire Department. Preparedness costs are generally those incurred in providing the personnel, operations and facilities necessary for continual, around-the-clock readiness to serve fire protection. Aside from annual inflationary adjustments and atypical expenditures necessitated in a given budget cycle, such costs remain relatively static and unchanged from year to year and are therefore predictable with accuracy across consecutive budget cycles. Preparedness costs are not determined by the nature of an actual fire event or the whether a Tax Parcel is improved or un-improved and are incurred even when the department remains on standby.

(E) Preparedness costs associated with readiness to serve will be incurred without regard to the nature, extent or duration of actual deployments, or the improved or un-improved status of an individual Tax Parcel, and logically apply to every Tax Parcel (or parcel equivalent for un-improved parcels) of real property in the City. However, in the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit and it was determined to maintain that same feature in the proposed assessment rate structure. Therefore, it was determined that residential dwelling units share in the preparedness costs equally per dwelling unit. Un-improved parcels are converted to parcel equivalents, or parcel equivalent benefit units (parcel EBUs) by dividing the subject parcel's acreage by the average size of improved parcels of the same property class. Preparedness costs are logically related to the number of Tax Parcels/Dwelling Units/parcel EBUs) which, in the aggregate, define the geography of the City and establish the basic service area within which the City must ensure preparedness and readiness to serve. Such preparedness costs are equitably and reasonably shared by all Tax Parcels/Dwelling Units /parcel EBUs on an equal basis since each Tax Parcel/Dwelling Unit /parcel EBU benefits in a substantially similar degree from the readiness to serve aspect of such costs.

(F) All Tax Parcels/Dwelling Units/parcel EBUs within the City receive a substantially similar special benefit from the availability of fire protection services and facilities provided by the City, because the fire protection resources are maintained

throughout the City at the same state of response readiness and availability to all Tax Parcels/Dwelling Units/parcel EBUs.

(G) The City maintains its fire protection resources at a level that provides a response readiness condition to respond to calls for service throughout the City at relatively equal levels of service. When needed, responses are made to calls for service without discrimination as to the property type, location within the City, or any other factors specific to the property requiring the service.

(H) Therefore, all properties, improved and unimproved, receive a special benefit from the very availability of the City's fire protection services and facilities, and improved Tax Parcels also receive an additional special benefit in the protection from the loss of structures on the property afforded by 1) the ability to obtain fire insurance at attractive rates, and 2) the availability of the fire protection services provided by the City to actually suppress a fire and protect the structure(s) on the property from damage and/or loss. The special benefits provided to all Tax Parcels/Dwelling Units/parcel EBUs, improved and unimproved, by the availability of fire protection services and facilities provided by the City include but are not limited to:

(1) Availability of immediate response to fire,

(2) First responder medical aid to protect the life and safety of occupants,

(3) Containment of liability for emergency incidents on the subject Tax Parcels and the spread of fires to other property,

(4) Enhanced property value, and

(5) Enhanced marketability of and/or ability to develop property.

(I) In addition to the above special benefits that are conferred upon all Tax Parcels/Dwelling Units/parcel EBUs in the City, additional benefits are conferred upon improved Tax Parcels including protection from the loss of structures on the property due to fire by virtue of:

(1) The ability to obtain fire insurance and to obtain that insurance at attractive rates because of the availability of fire protection service, and

(2) Protection of loss of structures provided by the availability of fire suppression service provided by the City.

(J) Accordingly, the apportionment methodology described in the Assessment Study recognizes two tiers of benefit: Tier 1, the simple availability of fire protection service which is available equally without discrimination to all Tax Parcels/Dwelling Units/parcel EBUs 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, and 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. As with the Tier 1 readiness costs, the Tier 2 costs for the structure value on all improved residential parcels is allocated equally per dwelling unit to all dwelling units on those parcels; thus the combined Tier 1 costs per dwelling unit plus the Tier 2 costs per dwelling unit result in a uniform, equal assessment rate per dwelling unit for all dwelling units on improved residential parcels.

(K) The fixed, non-discretionary costs of the Fire Department comprising Tier 1 are generally the personnel costs that must be incurred independent of the number of calls for service (which are total personnel costs less the portion of personnel costs involved in actually responding to calls for service) plus lease payments and capital expenses. The Assessment Study has determined that such Tier 1 costs represent approximately 60% of total fire protection costs.

(L) Tier 2 costs associated with protection from loss of structures on property include all other costs that are not included in Tier 1. Such Tier 2 costs 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. The Assessment Study has determined that such Tier 2 costs represent approximately 40% of total fire protection costs.

(M) Improved properties benefit from the protection from loss of the structures on the Tax Parcels. The protection from the loss of the structures due to fire is best

represented by the protection from the loss of the investment in the structure(s) or the avoidance of the cost of replacing the structure(s) on the property. This protection from loss is conferred on such Tax Parcels by the availability of the fire protection services provided by the City either through the ability to obtain fire insurance or by the ability of the City to provide actual fire suppression services, whether or not a request for service is ever received.

(N) The actual investment or replacement cost of the structure(s) on the Tax Parcels in the City is not readily available and would require inordinate resources to determine and maintain over time. However, the structure values on tax parcels analyzed annually pursuant to state law and kept in the County Property Appraiser's database are readily available and are the best data reasonably available as a surrogate representation of the relative investment or replacement cost of structures on each Tax Parcel in the City as compared to the investment or replacement cost of structures on all Tax Parcels in the City. Therefore, it is appropriate to apportion the costs associated with Tier 2 based upon the relative value of structures on improved Tax Parcels as contained in the Property Appraiser's database.

(O) Apportionment associated with Tier 2 based upon structure value inherently addresses the higher and proportionate benefit accruing to properties facing potentially greater financial loss in the event of fire incident and is a direct and logical

means to allocate the costs and benefits of fire protection services and facilities associated with Tier 2.

(P) Besides cost and efficiency advantages associated with relying upon a publicly maintained database for apportionment metrics, a methodology utilizing structure value is advantageous because it is uniform across all Tax Parcels in its application of value as a proxy for measuring and allocating the relative benefit conveyed to each improved Tax Parcel. Tax Parcels with similar structure value are assessed with proportionate fairness, and the methodology provides an internal system of controls which is self-correcting in that valuation may change over time according to improvements, redevelopment and other factors and such changes in value will be addressed automatically each subsequent year in accordance with the latest structure value determined by the Property Appraiser. In Morris v. City of Cape Coral, 163 So. 3d 1174, 1179 (Fla. 2015), the Florida Supreme Court found that the "use of property appraiser's structure value is reasonable because the property appraiser is statutorily required to use replacement cost to determine this value."

(Q) Utilizing improvement value as one factor among several considered in a given methodology is fair, reasonable and equitable since the resulting assessments form a logical valuation base against which the special benefits and costs may be multiplied or determined.

(R) In the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit. It was determined to maintain that same feature in the proposed assessment rate structure. Therefore, the assessment rate per residential dwelling unit was calculated as the sum of the Tier 1 costs for all improved residential parcels plus the Tier 2 costs for all residential parcels divided by the total number of dwelling units on all improved residential parcels to derive the average assessment per dwelling unit.

(S) The two-tiered apportionment methodology relies upon the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities. The database indicates the number of Tax Parcels within the City, each Tax Parcel's status as improved or unimproved, and the structure or improvement value associated with each. The number of Tax Parcels and structure value are updated by the Property Appraiser as properties within the City develop or combine, split or subdivide. Therefore, the fire assessments will be essentially self-correcting as the assessment roll is updated each year and unimproved Tax Parcels upon which structures have been constructed are reclassified as improved Tax Parcels and their assessments are adjusted accordingly. Furthermore, this database can be accessed from year to year without extraordinary effort or cost to the City and provides a stable, reliable, reasonably accurate and cost effective basis for annual administration and updating of the assessment program.

(T) Use of such publicly maintained data avoids duplication of efforts and the ongoing expenses associated with the City developing and maintaining apportionment metrics on its own, thereby resulting in cost-efficient administration and use of public resources. The City avoids expending substantial resources in determining the factors upon which the methodology is based and administered over time because it relies upon the database developed, compiled and maintained by the Property Appraiser each year during the course of performing his or her constitutional responsibilities, at no additional cost to the Property Appraiser or the taxpayers of the City.

(U) Furthermore, if the owner of Assessed Property owner felt in any given year that the benefit to their Tax Parcel was inequitable, there is an appeal process already in place and administered by the countywide value adjustment board by which to seek remedy. If the value adjustment board or Property Appraiser, through existing statutory procedures, reduces the structure valuation associated with a given Tax Parcel, the fire assessment would likewise be reduced, automatically, as the annual assessment roll is updated with no further effort required by the property owner - an additional example of the self-correcting, equitable and cost-efficient nature of the methodology. Additionally, the City has also established an administrative appeal process to hear inequitable claims made by an owner of vacant Assessed Property pursuant to Resolution No. 2013-143.

(V) The City is 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.

(W) 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 Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of budget allocation or expense otherwise funded by a special assessment, in part to one tier or class of any budget allocation or expense, or in any combination thereof, and maintain the validity of the apportionment. The flexibility is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion

and equity vested in the City Council. However, in no event shall any annual rate of Fire Protection Assessment exceed the maximum assessment rate previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(X) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the two distinct tiers or classes of apportionment allocation described herein. The two tiers, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(Y) The apportionment among Tax Parcels of a portion of the City's annual budget for fire protection services, facilities and programs necessary for providing the continual readiness to provide fire protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(Z) The benefits derived from the continual readiness to provide fire protection services, facilities and programs as to each Tax Parcel subject to the Fire Service Assessments equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not

exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(AA) The City Council hereby finds and determines that the Fire Protection Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding fire protection services and facilities by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

(BB) The City Council also recognizes and finds that the City of Cocoa's fire assessment was recently validated on August 18, 2016 by the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida in case No. 05-2016-CA-025719 for purposes of securing funding for the construction of three new fire stations, and the City Council continues to rely on said validation for purposes of levying the Fire Protection Assessments to be imposed in accordance with this Resolution.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED FIRE PROTECTION ASSESSED COST.

(A) The estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments for the Fiscal Year commencing October 1, 2017, is approximately $2.26 million. The Fire Protection Assessed Cost will be funded through the imposition of Fire Protection Assessments, as provided herein.

(B) The City Manager shall utilize the assessment rates associated with Tier 1 and Tier 2 of the Fire Protection Assessments as described in this Preliminary Assessment Resolution in the preparation of the preliminary Assessment Roll as provided in Section 2.02 of this Preliminary Assessment Resolution.

SECTION 2.02. ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for Fire Protection Assessments for the Fiscal Year commencing October 1, 2017, in the manner provided in Section 2.03 of the Assessment Ordinance. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Fire Protection Assessments hereunder. The City Manager shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Assessment Study which summarizes information and analysis related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 5:30 p.m. or soon thereafter on September 5, 2017, in City Council Chambers of City Hall, 65 Stone Street, Cocoa, FL 32922, at which time the City Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire Protection Assessments and authorizing an alternative manner of collection.

SECTION 2.04. NOTICE BY PUBLICATION. The City Manager shall direct the publication of notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided by the Assessment Ordinance. The notice shall be published no later than twenty days before the hearing which is on or about August 16, 2017, in substantially the form attached hereto as Appendix A. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

SECTION 2.05. NOTICE BY MAIL, IF NECESSARY. To the extent that the City Manager determines that the mailing of notice of the public hearing authorized by Section 2.03 is required for certain Assessed Property, in the manner and time provided by the Assessment Ordinance, the notice shall be mailed no later than twenty days (August 16, 2017) before the hearing, in substantially the form previously approved by the City Council as Appendix B to the 2015 Preliminary Resolution.

ARTICLE III

ASSESSMENTS

SECTION 3.01. FIRE PROTECTION ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Fire Protection Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the Assessment Ordinance and the Final Assessment Resolution.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Protection Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Fire Service Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Fire Protection Assessments authorized by this Resolution. The City Manager is hereby authorized and directed to prepare a preliminary Assessment Roll for Fiscal Year 2017-2018 based on the following rate schedule:

Bene□it Tier	E□uivalent Bene□it □nit (EB□)	Applicable to	Rate per EB□	Maxi□u□ Rate per EB□
Residential total assessment	Per Dwelling □nit	I□proved non-exe□pt residential parcels	□203.25	□306.12
Non-residential: Response Readiness Availability	• I□proved Property - Per parcel • □n-i□proved Property - Per parcel or parcel e□uivalent (Parcel EB□)□	All i□proved and un-i□proved non-exe□pt parcels	□143.71	□216.45
Protection □ro□ Loss o□Structures	Per □5,000 o□structure value (Structure EB□) rounded down to the nearest □5,000.	I□proved non-exe□pt parcels	□9.00	□13.55

□The □ini□u□ si□e per parcel e□uivalent was deter□ined to be 5 acres based upon an evaluation o□the range o□si□e o□developed parcels. Thus, it was deter□ined that un-i□proved properties will be converted to EB□ by rounding down the acreage o□the parcel to the nearest 5 acres and dividing by 5 acres□EB□ to deter□ine the nu□ber o□EB□s □or the parcel.

(B) The Maximum Assessment Rate for the residential and non-residential assessment set forth in the rate schedule were previously approved by the City Council by Resolution No. 2015-057 and are hereby being restated and shall continue to be the maximum rate for this next and all subsequent City fiscal years until otherwise modified by the City Council.

(C) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A).

(D) The amount of the annual Fire Protection Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with collection and administration of the Fire Protection Assessments each year.

(E) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Protection Assessments shall be utilized for the provision of fire protection services and facilities. In the event there is any fund balance remaining at the end of the 2017-18 Fiscal Year, such balance shall be carried forward and thereafter used only to fund fire protection related services, facilities, improvements and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Fire Protection Assessments for the 2017-18 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Fire Protection Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally

available revenues of the City and not through Fire Protection Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, vacant (un-improved) parcels that contain jurisdictional wetlands are not assessed for the portion of the parcels that are wetlands as those portions do not receive material benefit from fire protection service and those portions are considered to be exempt from the fire protection assessments.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or

assessable Tax Parcels are not subject to the Fire Protection Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Fire Protection Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. However, nothing herein is intended to repeal or modify the administrative appeal process for vacant (unimproved) land which is set forth in Resolution No. 2013-143. Upon adoption of the 2017/2018 Final Assessment Resolution, Resolution No. 2013-143 shall be deemed supplemental to the 2017/2018 Final Assessment Resolution subject to severability as set forth in Section 3(b) of Resolution No. 2013-143.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 22nd day of August, 2017.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Henry U. Parrish III, Mayor

Attest:

By: _____
Carie Shealy, MMC, City Clerk

To Be Published on or before August 16, 2017

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006. The proposed updated rates will not exceed the maximum rate per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2016-CA-025719.

The public hearing will be held on September 5, 2017, at 5:30 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice. If a person decides

to appeal any decision □ade by the City Council with respect to any □atter considered at such □eeting or hearing, he or she will need a record o□the proceedings and, □or such purpose, □ay need to ensure that a verbati□ record o□the proceedings is □ade, which record includes the testi□ony and evidence upon which the appeal is to be based. In accordance with the A□ericans with Disabilities Act, persons needing a special acco□□odation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date o□the hearing.

The non-ad valore□ assess□ent will □und a portion o□the cost o□the provision o□essential services relating to □ire protection service within the City. A □ore speci□ic description o□the services is set □orth in the Preli□inary and Final Assess□ent Resolutions being considered □or adoption by the City Council pursuant to Ordinance 20-2006. Copies o□the above-re□erenced Ordinance, Resolutions, and the non-ad valore□ assess□ent roll are on □ile with and □ay be viewed during nor□al business hours at the O□□ice o□the City Manager or at the O□□ice o□the City Cler□, both located at 65 Stone Street, Cocoa, FL 32922.

□pon authori□ation o□the non-ad valore□ Fire Protection Assess□ent □or □iscal year 2017□2018 and therea□ter, the □ire protection non-ad valore□ assess□ent will be billed by and collected by the Brevard County Tax Collector on the ad valore□ tax bill to be □ailed in Nove□ber. In accordance with the tax bill collection □ethod authori□ed by Section 197.3632, Florida Statutes, □ailure to pay this or any non-ad valore□ assess□ent will cause a tax certi□icate to be issued against the property which □ay result in a loss o□title to real property that is sub□ect to the non-ad valore□ assess□ent.

For the purpose o□this non-ad valore□ assess□ent, bene□ited parcels are all parcels within the City li□its o□the City o□Cocoa except □or Brevard County public schools, govern□ental

parcels, rivers, la□es, rights-o□-way□bu□□ers and other properties exe□pted by law, agree□ent, or other law□ul action o□ the City Council. In addition, parcels, or portions thereo□, that are □urisdictional wetlands are exe□pt □ro□ the assess□ent. For the purposes o□ this assess□ent, the assess□ent □or bene□ited parcels shall be deter□ined based upon the availability o□ □ire□rescue service to all parcels and the protection □ro□ loss o□ structures on i□proved parcels and the rate schedule is as □ollows:

Bene□it Tier	E□uivalent Bene□it □nit (EB□)	Applicable to	Rate per EB□ (1)	Maxi□u□ Rate per EB□
Residential total assessment	Per Dwelling □nit	I□proved non-exe□pt residential parcels	□203.25	□306.12
Non-residential: Response Readiness Availability	• I□proved Property - Per parcel • □n-i□proved Property - Per parcel or parcel e□uivalent (Parcel EB□)	All i□proved and un-i□proved non-exe□pt parcels	□143.71	□216.45
Protection □ro□ Loss o□ Structures	Per □5,000 o□ structure value, rounded down to nearest □5,000. (Structure EB□)	I□proved non-exe□pt parcels	□9.00	□13.55

(1) Parcel EB□ is the Tier 1 e□uivalent bene□it unit representing a parcel □or i□proved parcels and a parcel e□uivalent (EB□) □or un-i□proved parcels. □n-i□proved parcel EB□s are deter□ined by rounding down the acreage o□ the parcel to the nearest 5 acres and dividing by 5 acres to deter□ine the nu□ber o□ EB□s □or the parcel.

In addition, annual ad□ust□ents to this assess□ent, including increases, □ay be i□ple□ented and the □axi□u□ assess□ent rates presented above are authori□ed to provide su□icient □uture revenues (in addition to other legally available □unds) to provide □ire□rescue services at appropriate levels o□ service including, but not li□ited to, providing continued availability o□ □ire insurance at □avorable rates, protection □ro□ loss o□ property due to □ire, and

preservation o□property values by virtue o□the availability o□□ire□rescue services provided by the City o□Cocoa. The total a□ount o□revenue to be collected by the City o□Cocoa in FY 2017□2018 under the non-ad valore□ assess□ent progra□ is esti□ated to be approxi□ately □2.26 □illion.

I□you have any □uestions, please contact Lora Howell, Deputy Finance Director, at (321) 433-8611, Monday through Friday between 8:00 a.□. and 5:00 p.□.

[INSERT MAP OF THE CITY OF COCOA]

CITY COUNCIL
CITY OF COCOA, FLORIDA

APPENDIX B

FORM OF NOTICE TO BE MAILED

(date) (City

(property owner's name/address – Col B)
(property owner's na□e□address – Col C)
(property owner's name/address – Col D)
(property owner's name/address – Col E)
(property owner's name/address – Col F)
(property owner's name/address – Col G)

Fire Protection Assessment Hearing Notice

PLEASE NOTE: THIS IS NOT A BILL

RE: PARCEL NO.: (parcel nu□ber - Col A) (parcel address – Col H)

Dear Property Owner:

This is a notice to inform you that the Cocoa City Council will conduct a public hearing to consider adopting updated Fire Protection Assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006.

BACKGRO□ND: The City o□Cocoa has □unded □ire protection and □irst response □edical services ("rescue") for its citi□ens through a non-ad valore□ assess□ent since 2006. The City updated its assess□ent □ethodology and altered the non-ad valorem assessment rates based on a study prepared by the City's consultant, Burton & Associates ("Study"), which methodology and rates were adopted by Resolution 2015-057 on Septe□ber 8, 2015. □pdated annual studies have also been prepared by the consultant and approved by the City Council ("□pdated Studies"). The □pdated Studies do not □odi□y the assess□ent □ethodology or □axi□u□ assess□ent rate previously approved by the City Council pursuant to Resolution 2015-057. Additionally, the City Fire Protection Assess□ent was previously validated and held to be law□ul by the Circuit Court o□the Eighteenth Judicial Circuit, Florida in Case No. 5-2016-CA-025719.

HEARING: You are hereby noti□ied that the City Council o□the City o□Cocoa, Florida will conduct a public hearing to adopt an updated non-ad valore□ assess□ent. The City Council □ay continue hearings on the □atter and the date and ti□e □or continuance shall be announced at the public hearing without □urther written notice o□the continued hearing to the public. The decision on whether to i□pose the assess□ent will be □ade either at this public hearing at the ti□e and date listed below or at a continuance o□the public hearing to be held, i□necessary.

Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment.

The public hearing will be held on Septe□ber 5, 2017 at 5:30 PM or soon therea□ter at the Council Cha□bers, 65 Stone Street, Cocoa, FL 32922. All a□□ected property owners have a right to attend and spea□at the hearing. You □ay also □ile written ob□ections and□or co□□ents with the City Council within twenty (20) days o□the date o□this notice. I□a person decides to appeal any decision □ade by the City Council with respect to any □atter considered at such □eeting or hearing, he or she will need a record o□the proceedings, and that, □or such purpose, □ay need to ensure that a verbati□ record o□the proceedings is □ade, which record includes the testi□ony and evidence upon which the appeal is to be based.

P□RPOSE: The non-ad valore□ assess□ent will continue to □und a portion o□the cost o□the provision o□essential services relating to □ire protection service within the City. A □ore speci□ic description o□the services is set □orth in the Preli□inary and Final Assess□ent Resolutions being considered □or adoption by the City Council pursuant to Ordinance 20-2006 and the a□ore□entioned Study. Copies o□the above-re□erenced Ordinance, Resolutions, Study,

□pdated Studies, the Circuit Court Validation, and the non-ad valore□ assess□ent roll are on □ile with and □ay be viewed during nor□al business hours at the O□□ice o□the City Cler□, 65 Stone Street, Cocoa, FL 32922.

□pon authori□ation o□the non-ad valore□ Fire Protection Assess□ent □or □iscal year 2017□2018 and therea□ter, in accordance with the tax bill collection □ethod authori□ed by Section 197.3632, Florida Statutes, □ailure to pay this or any non-ad valore□ assess□ent will cause a tax certi□icate to be issued against the property which □ay result in a loss o□title to your real property that is sub□ect to the non-ad valore□ assess□ent.

APPORTIONMENT METHOD AND RATES: For the purpose o□this non-ad valore□ assess□ent, bene□ited parcels are all parcels within the City li□its o□the City o□Cocoa except □or Brevard County public schools, govern□ental parcels, rivers, la□es, right-o□-way bu□□ers and other properties exe□pted by law, agree□ent or other law□ul action o□ the City Council. In addition, parcels, or portions thereo□, that are □urisdictional wetlands are exe□pt □ro□ the assess□ent. For the purposes o□this assess□ent, the assess□ent □or bene□ited parcels shall be deter□ined based upon the availability o□□ire□rescue service to all parcels and the protection □ro□ loss o□structures on i□proved parcels and the rate schedule is as □ollows:

Bene□it Tier	E□uivalent Bene□it □nit (EB□)	Applicable to	Rate per EB□ (1)	Maxi□u□ Rate per EB□
Residential total assessment	Per Dwelling □nit	I□proved non-exe□pt residential parcels	□203.25	□306.12
Non-residential: Response Readiness Availability	• I□proved Property - Per parcel • □n-i□proved Property - Per parcel or parcel e□uivalent (Parcel EB□)□	All i□proved and un-i□proved non-exe□pt parcels	□143.71	□216.45
Protection □ro□ Loss o□ Structures	Per □5,000 o□structure value (Structure EB□) rounded down to the nearest □5,000.	I□proved non-exe□pt parcels	□9.00	□13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

The total non-ad valore□ assess□ent proposed to be levied against your bene□ited parcel □or FY 2017□2018 will be □(a□ount – Col I) □or (nu□ber - Col J) Dwelling □nits, or □or (nu□ber – Col K) Parcel EB□s and (nu□ber – Col L) Structure EB□s. In addition, annual ad□ust□ents to this assess□ent, including increases, □ay be i□ple□ented and the □axi□u□ assess□ent rates presented above are authori□ed to provide su□□icient □uture revenues (in addition to other legally available □unds) to provide □ire□rescue services at appropriate levels o□service including, but not li□ited to, providing continued availability o□□ire insurance at □avorable rates, protection □ro□ loss o□property due to □ire, and preservation o□property values by virtue o□the availability o□□ire□rescue services provided by the City o□Cocoa. No □urther □irst class □ail notice is re□uired unless the assess□ent rates are ad□usted to levels higher than the □axi□u□ rates above or as otherwise provided by law. The total a□ount o□revenue to be collected by the City o□Cocoa in FY 2017□2018 under the non-ad valore□ assess□ent progra□ is esti□ated to be approxi□ately □2.26 □illion.

I□you have any □uestions, please contact Lora Howell, Deputy Finance Director, (321) 433-8611.

Legislation Details (With Text)

File #:	17-356	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	8/8/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Approve a Resolution to amend the FY2017 Budget to reflect the actual State Contributions received for the Police and Firefighter Pension Plans. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution 2017.pdf BAF-PD- Police State Contributions (8-22-17) ~Agenda 17-356.pdf BAF-FD- Fire State Contributions ~(8-22-17) Agenda 17-356.pdf State of Florida Payment Info.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 8, 2017
Agenda Date: August 22, 2017
Prepared By: Christi Grant, Staff Accountant
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve a Resolution to amend the FY2017 Budget to reflect the actual State Contributions received for the Police and Firefighter Pension Plans.

BACKGROUND:

The City of Cocoa receives an annual contribution from the State of Florida for the Police and Firefighter Pension Plans and these contributions are recorded and passed through to the plans. The City budgeted these contributions in FY2017 at $143,695 for Police and $128,299 for Firefighters based on the Annual Actuary Reports provided by Foster and Foster. The actual contribution amounts are $154,135 for Police and $130,750 for Firefighters, therefore the budget for the Police and Firefighter State Contributions will require an amendment of $10,440 and $2,451, respectively.

STRATEGIC PLAN CONNECTION:

To amend the FY2017 budget to reflect the actual State Contributions received for the Police and Firefighter Pension Plans.

BUDGETARY IMPACT:

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

Amount Requested	$10,440
Account Number	001-0000-368.21-00
Account Name	Police State Contribution

Amount Requested	$10,440
Account Number	001-2100-521.22-02
Account Name	Police State Contributions

Amount Requested	$2,451
Account Number	001-0000-368.22-00
Account Name	Firefighter State Contribution

Amount Requested	$2,451
Account Number	001-2200-522.22-02
Account Name	Firefighter State Contributions

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution to amend the FY2017 Budget to reflect the actual State Contributions received for the Police and Firefighter Pension Plans.

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RESOLUTION NO. 2017-76

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 22nd day of August, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 08/08/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 10,440	001-0000-368.21-00		POLICE STATE CONTRIBUTION	$ 143,695	$ 143,695	$ 154,135	$ 154,135
$ 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
$ 10,440	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 10,440	001-2100-521.22-02		STATE CONTRIBUTIONS	$ 143,695	$ 143,695	$ 154,135	$ 154,135
$ 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
$ 10,440	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Adjust FY 2017 Police State Retirement Contributions budget to reflect actual receipts.
Agenda 17-356

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 08/22/17 RESOLUTION #: 2017-76

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.

8/8/17	Christi Grant (Digitally signed by Christi Grant DN: dc=org, dc=cocoafl, ou=CH, cn=Christi Grant, email=cgrant@cocoafl.org Date: 2017.08.08 15:50:07 -04'00')	8/9/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.08.09 08:43:33 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/8/17	Michael Cantaloupe (Digitally signed by Michael Cantaloupe Date: 2017.08.08 17:23:39 -04'00')	8/9/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.08.09 15:41:09 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 08/08/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,451	001-0000-368.22-00		FIRE STATE CONTRIBUTION	$ 128,299	$ 128,299	$ 130,750	$ 152,800
$ 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
$ 2,451	TOTAL			$ 0	$ 0	$ 0	$ 0

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,451	001-2200-522.22-02		STATE CONTRIBUTIONS	$ 128,299	$ 128,299	$ 130,750	$ 130,750
$ 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
$ 2,451	TOTAL			$ 0	$ 0	$ 0	$ 0

REASON/JUSTIFICATION FOR ADJUSTMENT:

Adjust FY 2017 Fire State Retirement Contributions budget to reflect actual receipts.
Agenda 17-356

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/22/17 *RESOLUTION #:* 2017-76

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.

8/8/17	Christi Grant (Digitally signed by Christi Grant DN: dc=org, dc=cocoafl, ou=CH, cn=Christi Grant, email=cgrant@cocoafl.org Date: 2017.08.08 15:48:54 -04'00')	8/9/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.08.09 08:58:05 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/8/17	Gene Prince (Digitally signed by Gene Prince DN: dc=org, dc=cocoafl, ou=Fire Administration, cn=Gene Prince, email=gprince@cocoafl.org Date: 2017.08.08 16:24:41 -04'00')	8/9/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.08.09 15:39:58 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Click here for Pending Payments

PAGE: 1 VENDOR PAYMENT HISTORY RECORDS FOR FEID / SSN: 596000292

PAYMENT DATE	PAYMENT NUMBER	PAYEE NAME	PAYMENT TYPE	AGENCY DOC.NBR.	INVOICE NUMBER	INVOICE AMOUNT
2017/08/01	0051817	CITY OF COCOA	REGULAR EFT	V000087	338423JUL	375.60

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF HEALTH AT (321) 454-7143

****

2017/08/02	0054882	CITY OF COCOA	REGULAR EFT	V001026	MH072617	168.25

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES AT (850) 617-3301

****

2017/08/02	0102013	COCOA, CITY OF	REGULAR WARRANT	VHC6028	POLICE	154,134.45

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF MANAGEMENT SERVICES AT (850) 488-3053 State Contributions

****

2017/08/02	0102086	COCOA, CITY OF	REGULAR WARRANT	VH06028	FIRE	130,749.37

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF MANAGEMENT SERVICES AT (850) 488-3053 State Contributions

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2017/08/03	0057742	CITY OF COCOA	REGULAR EFT	V001217	179218916	66.21
2017/08/03	0057742	CITY OF COCOA	REGULAR EFT	V001217	617923610	1,749.72

*PAYMENT TOTAL: 1,815.93

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF JUVENILE JUSTICE AT (850) 921-2046

****

2017/08/04	0059838	CITY OF COCOA	REGULAR EFT	V001167	MH072817	42.00

Legislation Details (With Text)

File #:	17-343	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	8/1/2017		**In control:**	City Council	
On agenda:	8/22/2017		**Final action:**		
Title:	Approve a multi-year contract (pending approval of the FY2018 Budget) with Chard Snyder for retiree and COBRA billing administration services from October 1, 2017 to September 30, 2020 and authorize the City Manager to negotiate and sign associated contract approved by the City Attorney. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, retiree, Retirement				
Code sections:					
Attachments:	071717 - Cocoa COBRA - Retiree Billing Evaluation.pdf City of Cocoa Finalist Presentation 7.20.2017.pdf 050217_Cocoa Retiree Billing Revised Proposal Chard Snyder.pdf 050817 Chard Snyder City_of_Cocoa_COBRA_Proposal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2017
Agenda Date: August 22, 2017
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve a multi-year contract (pending approval of the FY2018 Budget) with Chard Snyder for retiree and COBRA billing administration services from October 1, 2017 to September 30, 2020 and authorize the City Manager to negotiate and sign associated contract approved by the City Attorney.

BACKGROUND:

The City of Cocoa has many different retirement Health Insurance Premium Benefits (HIPB) eligibility depending based on hire date, age, and relationship status. Administration of these benefits for retirees can be somewhat manual and cumbersome on City Staff. The current process involves five City employees on a regular basis to invoice retirees, collect payments, and to record payments through the City's accounting system.

The Consolidated Omnibus Budget Reconciliation Act (COBRA) contains provisions giving certain former employees, retirees, spouses former spouses, and dependent children the right to temporary continuation of health coverage at group rates upon the occurrence of certain qualifying events where the coverage would otherwise be terminated. COBRA has many compliance requirements under the Department of Labor that is currently handled internally with Human Resources staff. When

obtaining quotes for retiree billing administration, City Staff also obtained pricing to outsource COBRA administration. It was found the low cost of this service outweighs the administration burden of maintaining compliance. Therefore, it is recommended to outsource this service to the same retiree billing administrator.

Having an online system will be beneficial to both staff and retirees/COBRA participants. Retiree and COBRA billing services also allows for easy online access to plan information, payment activity, and reports to employees and retirees/COBRA participants. Many retirees in the past have requested to pay online, like other bills that are paid on a routine basis.

In accordance with the City's purchasing policy, three written quotes were obtained. The City's benefit broker Gehring Group assisted with this process and performed an evaluation of all quotes. Quotes received were from TASC, Chard Snyder, and P&A Group. The pricing from TASC and Chard Snyder were nearly identical and P&A Group was substantially higher. After presentation demos were done with TASC and Chard Snyder, City Staff recommends selecting Chard Snyder for the administrator for both COBRA and retiree billing services.

A summary of Chard Snyder's pricing is:

COBRA (Per Employee Per Month)	$.60 x 431	$3,103.20
Retiree (Per Retiree Per Month)	$3.50 x 72	$3,024.00

These are estimated based on employee headcount and number of retirees or COBRA participants the City needs to bill.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability - This service will assist in ensuring compliance with governmental regulations which in turn will help reduce the City's risk.

BUDGETARY IMPACT:

Budgeted Pending FY18 Budget Approval

Amount Requested $6,200
Account Number 001-1600-513.31-00
Account Name Professional Services

This is an estimated budgetary impact. The budgetary impact for FY18 and any future years are determined based on the City's headcount and the number of retirees that are receiving invoices for retiree benefits.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a multi-year contract (pending approval of the FY2018 Budget) with Chard Snyder for retiree and COBRA billing administration services from October 1, 2017 to September 30, 2020 and authorize the City Manager to negotiate and sign associated contract approved by the City Attorney.

City of Cocoa

COBRA & Retiree Billing Administration and Cost

Effective Date: October 1, 2017

	Alternative #1	Alternative #2	Alternative #3
	TASC	**Chard Snyder**	**P&A Group**
Per Employee per month COBRA fee	$0.60	$0.60	$500 Retainer Fee
Per Retiree per month Billing fee	$3.50	$3.50	$5.00
Implementation Fee	$0	$0	$100
Annual renewal fee	Waived	Waived	Waived
Initial Paper Notification	Included	Included	$12.00 / per NH notice* $24.00 / per QE notice*
Open Enrollment Communications	Additional $0.25 to PEPM fee	$15 per packet	Included
Accounting/Auditing Reports	Included	Included	Included
Adjustments and corrections	Included	Included	Included
Monthly Invoices	Included	Included	Included
Web administration	Included	Included	Included
Electronic enrollment kits	Included	Included	Included
Eligibility Reporting	Included	Included	Included
Liability – indemnify and hold Client harmless	Included	Included	Included
Minimum Monthly Service Fee	$75	$100	$83
Rate Guarantee	3 Years	3 Years	3 Years
Current Employees 431 **Current Retirees 72**			
Monthly Premium	**$511**	**$511**	**$860**
Annual Premium	**$6,127**	**$6,127**	**$10,420**

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City of Cocoa
COBRA & Retiree Billing Questions
Effective Date: October 1, 2017

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

	TASC	Chard Snyder	P&A Group
1. Currently the City has 43 retirees that pay for the plans via personal check and 28 retirees that have a deduction from their pension. How would your company handle the retirees who currently pay for their benefits from their FRS pension check?	TASC provides online payment options or the ability for a check to be sent in.	We can have the retirees complete a new form, which uses Chard Snyder's FRS Deduction code. This will allow us to manage the deductions ongoing. The FRS checks will then come to Chard Snyder we apply to the retirees account and then remit the premiums for the entire group to either the client or the insurance carriers. This process of switching over the FRS deductions can take up to 3 months depending on how quickly the retirees can get their forms signed. We will want to keep this in mind when determining the implementation timeframe.	We will be able to accommodate retirees paying from their FRS pension check. The exact process of how we would handle this would come into play during the implementation process based on some questions our team will have. Basically we would set up a bill to address in our system under each person. This way the bill can be sent directly to the pension company. Depending on if the City would need us to track the Pension people in our system we might need to set up a few different locations.
2. What is your rate guarantee? Are you will to quote a 3-year rate guarantee?	Yes.	Yes, the attached proposals includes a 3-year rate guarantee.	Yes, P&A will provide a 3 year rate guarantee
3. Since TASC is the City's FSA administrator, are the COBRA and Retiree Billing rates quoted considered "bundle" with FSA?	The rate that was quoted for the City was related to a proposal issued in 2015 by Derek Rasmussen. This quote was significantly below our standard rates, but as an act of good-faith, I honored this quote.	N/A	N/A
4. Could you please outline the process for the Retainer Fee? When/How is the retainer funded and what is provided to the City based on the depletion?	N/A	N/A	Our retainer fee for COBRA works as we will bill the City for $500 at the start of the effective date. At the end of each month will send the group an "invoice" letting them know how many notices have been sent out that month and how close they are to hitting that retainer. Once/if the group exceeds that $500 retainer, we will begin billing on a monthly basis depending on how many notices were sent out for the month. Then the next year starting on the effective date when the group came on with P&A we will send out another $500 invoice and the process will continue like the previous year. If the City has low turnover and does not exceed that $500 retainer by the notices sent out, then that is all they are responsible for the year.

City of Cocoa

COBRA & Retiree Billing Overview & Demo

Deborah Meek & James Rumple

7/20/2017 @ 3:00



Today's Discussion

- Introductions & Objectives
- What We Understand is Important to You
- Chard Snyder Overview
  - Who We Are & What We Do
  - How We Service Our Clients
- Our Technology & Demo
- How We Onboard New Clients
- Wrap Up & Next Steps

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What We Understand is Important to You

- Customer Service & the Continuant Experience
- Account Management & Responsiveness
- Access to Online Reporting
- Seamless Implementation
- Coordination with the Florida Retirement System
- Integration with BenTek

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Benefit Solutions

Who We Are

- **We Are** – A national, private- and woman-owned employee benefit solutions administrator
- **We Believe** – Each customer, their employees, affiliates & business partners should receive personalized service from honest, passionate people that are collaborative, adaptable & embrace serving the business needs of our partners
- **We Serve** – Employers from public, private & governmental sectors with a few employees to nearly 400,000
- **We Grow** – By referral from our valued clients and business partners



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What We Do

- Savings & Spending Accounts

  FSA, HRA, HSA, Transportation & Parking

- Benefit Continuation Services

  COBRA, Retiree, Direct & Other Billing

- Plan Document Services

  Wrap Documents, Premium Only Plans, Plan-specific Documents or Testing

- FMLA Leave Administration

  End-to-End Management of Process

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How We Deliver Value



PERSONAL APPROACH DRIVES EFFICIENCY

- Account teams
- Responsive staff

FLEXIBILITY WITH YOU-CENTRIC PROGRAMS

- Scalable solutions
- Employee education

EMPOWERED WITH SMART TECHNOLOGY

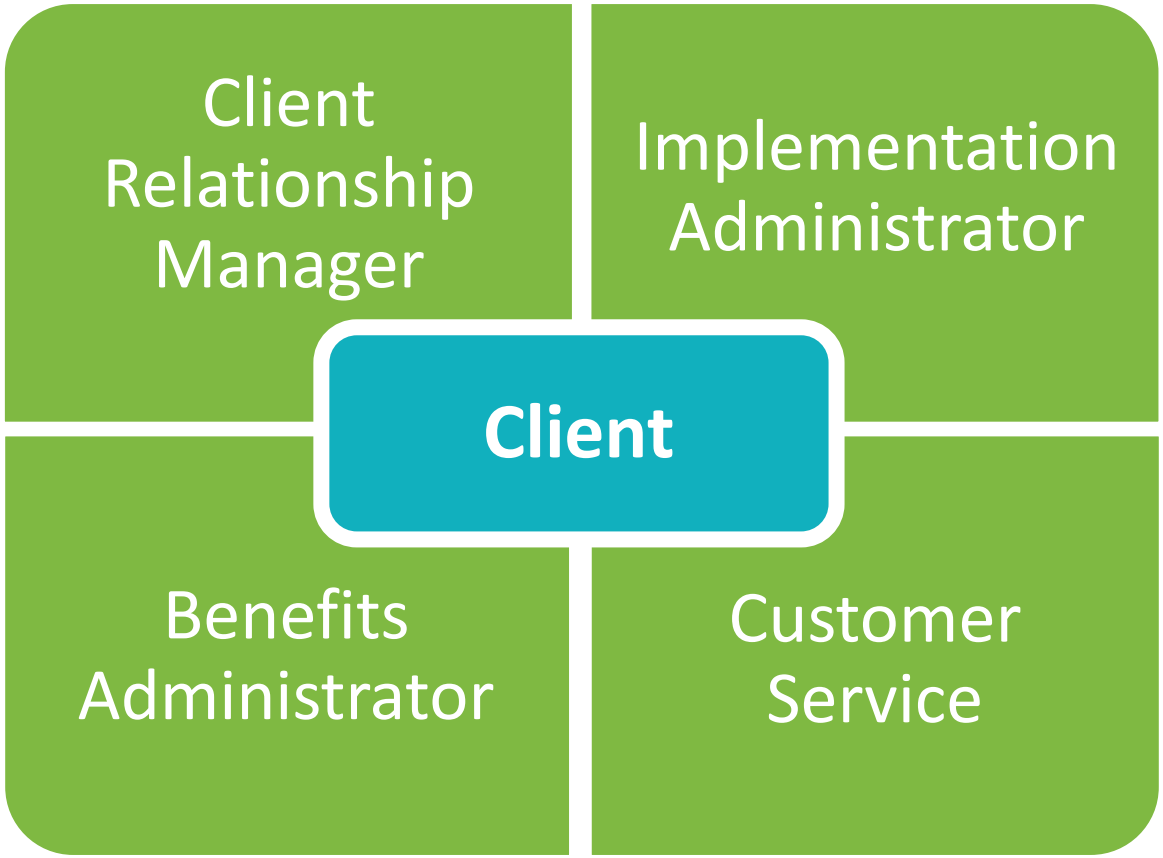
- Plan integration
- Mobile + online

COMPLIANCE FOCUS STRENGTHENS BUSINESS

- Proactive interactions
- Document updates

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How We Service Our Clients



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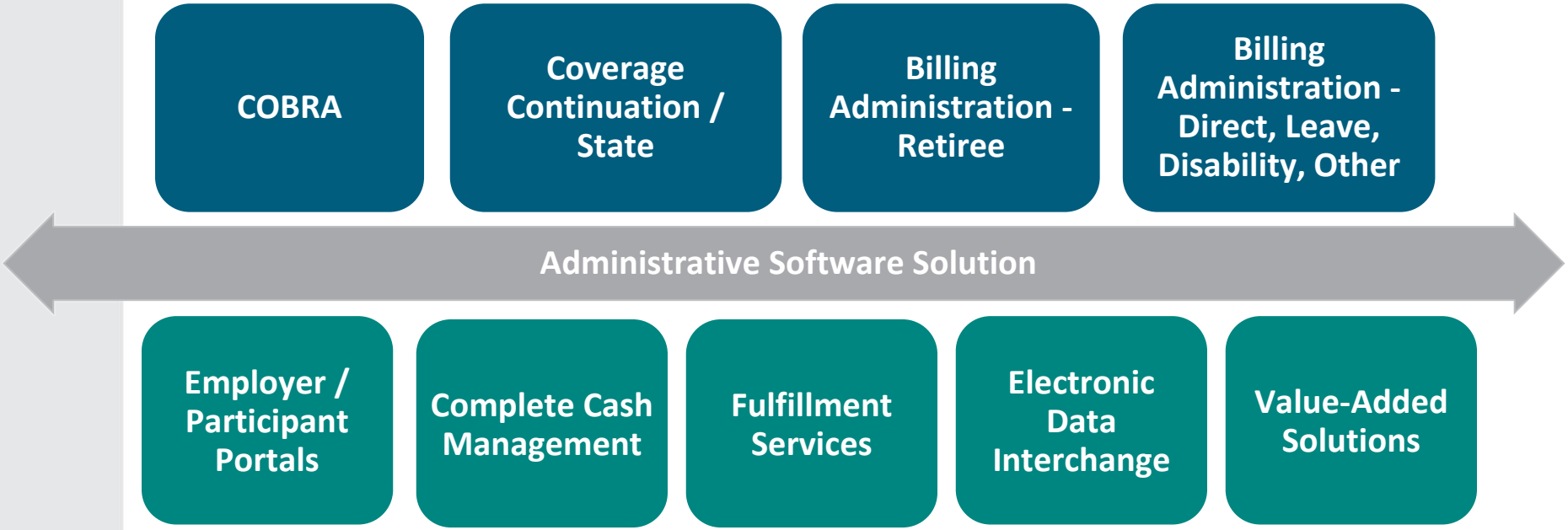
Our Customer Experience Metrics
Benefit Continuation Services

	Performance Goals	2016 Results
Average Speed of Answer	30 seconds or less	25.75 seconds
Call Abandonment Rate	5% or less	2.1%
Call Quality	95% +	98.0.%
Election & Initial Notices	95% + processed in 5 business days	100%
Enrollment Form Quality	95% +	99.0%
Check Processing Time	95% + processed in 3 business days	97.1%
Participant Election	95% + mailed in 3 business days	99.0%

CHARDSNYDER™ Benefit Solutions

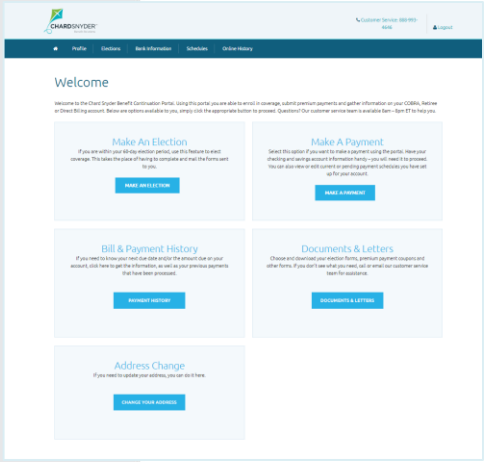
Our Technology
Benefit Continuation Services

Multi-Service System Automates Compliance



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Our Technology
Benefit Continuation Services



Participant Portal

- Robust, Branded, Web-based
- Empowers Participants
- Quick, Easy Navigation



Payment Options

- Traditional/Paper
- Participant-initiated Payment
  - Online EFT
  - Online Bill Pay

Flexible, Smart, Scalable, Compliant



Communications

- Mailed with Proof
- Timely
- Compliant
- Online View

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SYSTEM DEMONSTRATION

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How We Onboard New Clients

- Flexible, Proactive, Efficient & Proven Approach
  - Participant/Continuant-Focused
- Key Components
  - Requirements Gathering
  - Engagement & Education
  - Configuration & Integration
  - Launch



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End-to-End Implementation Support

CONSISTENCY& SPECIALIZATION DRIVE SUCCESS



- Setup & Plan Design
- Eligibility
- Enrollment
- Banking & Funding
- Reporting

- Communication
- Education Strategy
- Welcome Materials
- Client Training

- Transition Plan
- Benefit Build
- Complete File Loads
- Testing

- Client Support
- Go-live Surveillance
- Reporting

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What We Understand is Important to You

- Customer Service & the Continuant Experience
- Account Management & Responsiveness
- Access to Online Reporting
- Seamless Implementation
- Coordination with the Florida Retirement System
- Integration with BenTek

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WRAP UP & NEXT STEPS

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Thank You

Deborah Meek - Account Executive
513.754.3121 | Deborah.meek@chard-snyder.com

Savings & Spending Accounts, Benefit Continuation Services,
FMLA Leave Administration, Plan Document Services

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Billing Administration

Proposal for
City of Cocoa

Advisor:	Kurt Gehring
Agency:	Gehring Group
Chard Snyder contact:	Deborah Meek
Proposal date:	5/2/2017
Anticipated start date:	7/1/2017
Number of Retirees:	70

Monthly participant charge (PPPM) $3.50

The monthly minimum charge, when applicable, is $100.00.
Price guaranteed for up to three (3) years from plan effective date.

Set-up fee ..... Waived
Annual renewal fee ..... Waived

Estimated Monthly Cost $245.00
Estimated Annual Cost $2,940.00

Optional services

Reporting to carrier (monthly fee per carrier) $15.00
Remittance to carrier (monthly fee per carrier) $15.00
Open enrollment mailings (materials, postage and labor) $15.00
Mid-year plan termination ..... One month's administration fee
End of plan year termination charge ... One month's administration fee

Monthly administration fee includes:

- Individualized set-up with HR staff
- Installation and updates of client benefit rates, member information and eligibility rules
- Welcome letters to participants with payment coupons or ACH agreements
- Rate and plan design changes
- Updates to plan member information
- Individualized billing
- Monthly premium notices to participants
- Courtesy late-payment notices
- Process elections and payments
- Employer reports sent to HR
- Medicare status tracking
- COBRA/Billing customer service center open 8 am—8 pm ET, M-F
- Customer service email available
- Online service for participants and employer

Price for either retiree or leave-of-absence billing is valid through anticipated start date.

Government-mandated changes to plan administration may create extra charges.

3510 Irwin Simpson Road, Mason, OH 45040 | 513.459.9997 | 800.982.7715
www.chard-snyder.com | www.linkedin.com/company/chard-snyder | www.facebook.com/chardsnyder.com

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The people of Chard Snyder make it simple for you to recommend and offer flexible benefit programs to meet your business objectives and to make your stakeholders happy—our version of "win-win-win".

Savings and spending accounts

- Flexible Spending Accounts (FSA)
- Health Savings Accounts (HSA)
- Health Reimbursement Arrangements (HRA)
- Transportation and Parking Plans (TRP)

Benefit continuation services

- COBRA
- Billing Administration

Plan document services

- Wrap Documents
- Premium Only Plans
- Plan-specific documents or testing



Personal service drives **efficiency**

You will have a direct relationship with an assigned account management team from day 1 that ensures a smooth implementation and enrollment and later provides ongoing support whenever you need it.

Likewise, your participants are also supported by Chard Snyder customer service representatives who ensure they understand their benefits and help them make the most of each dollar.

Flexibility with you-centric programs

Working with advisors and clients of all sizes, starting within our own backyard and extending across the country, means that our benefit solutions are customized and scaled precisely for your needs—today, and as your business evolves. We offer comprehensive





banking options to satisfy multiple account funding and reimbursement methods. And because educated, empowered employees boost plan participation, and thus your tax savings, we are available for tailored employee meetings, benefit fairs, and webinars to facilitate open enrollment.

Empowered with smart technology

When self-directed access is more convenient, our easy-to-navigate online services give you all the data you need, when you need it, in real-time. However you wish to see your information, in-depth reports help you make informed decisions about your business. Your participants are also empowered by our intuitive systems. They can enroll, process claims, make COBRA premium payments and access customized reports – all online.

A single debit card streamlines their pre-tax accounts with 'smart' card technology that can be used for eligible expenses only. A mobile app allows pre-tax participants to submit and review claims, substantiate when needed and check balances—from anywhere. They can also opt in to receive text alerts to stay in better control of their benefits.

Compliance focus **strengthens business**

We make it effortless for you to outpace ever-changing legislation. All relevant plan documentation is maintained and updated as required by the IRS or at your request.

Our onsite compliance officer provides comprehensive guidance and interpretation of complex government legislation, backed by an attorney on retainer for additional legal support. We keep you informed with proactive email updates and posts.

Don't be fooled by "**free**"

Some carriers offer "free" or "included" COBRA and pre-tax plan services. As with anything else, you get what you pay for. Our personal, one-to-one service is the reason many clients return to Chard Snyder after experiencing "free" administration.



Partner with Chard Snyder for a simpler today and a more secure future

Our team can quickly tailor a proposal that suits your needs. Just let us know:

- Company name
- Type of service(s) needed
- Number of eligible employees
- Plan effective date

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Chard Snyder Marketplace

Having health insurance is a smart thing to do. As the industry continues to evolve legislatively, the reality of health coverage is possible for more people in multiple ways.

The Chard Snyder Marketplace is an optional health benefits service for our COBRA clients. The Marketplace provides COBRA qualified beneficiaries with alternatives to electing and/or continuing COBRA coverage.

With the Chard Snyder Marketplace, individuals are empowered to make smart choices about their health and benefits, with options from a wide range of health insurance plans, guaranteed acceptance and the potential for subsidies from the federal government. These single health plans are often a more affordable alternative to COBRA. It offers a win-win for the individual and the employer financially - enabling the individual to shop for coverage at a lower cost and the employer to move risk from their plan.

How It Works

- Former employees receive Chard Snyder Marketplace information with their COBRA election notices.
- Former employees can then visit the Marketplace where they can compare insurance coverage from a full range of options – including private plans from regional and national carriers and available federal marketplace plans.
- Former employees can receive recommendations based on personal and financial preferences.
- This service is provided at no cost to employers/clients.

Innovative Technology

The Chard Snyder Marketplace runs on a leading benefits shopping platform, Connecture, offering individuals an integrated marketplace for health and financial protection. The platform helps individuals find the right health coverage for them with:

- Personalized guidance
- Intuitive decision-making tools
- Live, on-demand assistance at every step

We're making health insurance more accessible, reducing the administrative effort for employers and helping individuals make their earned dollars go further in the areas needed most to care for their families.



Employer Value

- Lessen risk of high claims cost
- No added administrative effort
- Minimize election of COBRA coverage

Former Employees Value

- Wide range of carrier and coverage options
- Plans often more affordable than COBRA
- Federal subsidies available (based on income)

CHARDSNYDER™ Marketplace

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Benefit Continuation Services - COBRA

COBRA provides continuing coverage of group health benefits to employees and their families upon the occurrence of certain qualifying events where the coverage would otherwise be terminated. Outsourcing to a third party administrator has become standard practice for many companies. Chard Snyder delivers value through its people who are dedicated to compliance and supported by technology.

Saves Time and Flexible

- We establish participant and beneficiary information in the system and make regular updates allowing HR to check status, monitor activity, and add or terminate participants
- Reduce your interaction with former employees and reduce COBRA claim costs through precise adjudication
- We set-up company divisions, multiple benefits plans and rates, and other parameters as needed
- Optional services include reporting and remittance directly to carrier and open enrollment mailings to employees on COBRA, and/or COBRA alternative option mailings

Compliance Focus

- Minimize corporate exposure to liability and costly penalties. Chard Snyder has a compliance officer and attorney on retainer to ensure compliance with frequently changing legislation
- We update systems and plan documentation based on legislative changes and use approved delivery methods
- Chard Snyder tracks all documentation and archives data for seven years as required by the IRS as proof of compliance

Technology Simplifies Processes

- "Add-on" reporting tool to create complex EDI reports/files in several different formats for various insurance carriers
- Easy to use website and online portals are continually enhanced for both employer and participants



Key Features

- Initial notices to new hires; participant and beneficiary notices sent with proof of mailing
- Premium coupons with individualized billing
- Electronic payment options - one time or recurring
- Annual rate change letter to pending or enrolled participants
- Monthly reporting
  - Participant Report
  - Activity Report
  - Remittance Report

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COBRA Administration

Proposal for
City of Cocoa

Advisor:	Kurt Gehring
Agency:	Gehring Group
Chard Snyder contact:	Deborah Meek
Proposal date:	5/8/2017
Anticipated start date:	7/1/2017
Number of Eligible Employees:	431
Per Health Plan Eligible Per Month:	$0.60

Set-up fee ..... Waived
Annual renewal fee ..... Waived

Monthly fee for COBRA service equates to..... $258.60*

*The monthly minimum charge, $100.00, is applicable only when the calculated monthly fee is less than the monthly minimum.

- Price guaranteed for up to three (3) years from plan effective date.
- Midyear or end of plan year termination charge is one month's administration fee.
- Price valid through anticipated start date. Calculated on 431 health plan eligible employees.
- Administrative fee of 2% is retained by Chard Snyder.
- Reporting & remittance to carrier(s) and open enrollment mailings may incur additional fee(s).

Monthly administrative fee includes:

- Individualized set-up with HR staff
- Installation and updates of client benefit rates and member information
- Initial notices to new hires sent with proof of mailing
- Qualifying event and second qualifying event election tracking
- Continuant premium coupon books to current and new participants
- Continuation premium collection, reconciliation, remittance and reporting to client
- Secure online reports
- Standard rate change letters
- Annual rate-change letters sent to each pending or enrolled participant
- Certificates of coverage sent
- Continuant/Billing customer service center open 8 am—8 pm ET, M-F
- Customer service email available
- Online services for employer and participants



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Legislation Details (With Text)

File #:	17-346	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	8/3/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Approve City Staff's vendor selection for award of RFP# P-17-12-COC, Workers' Compensation Third Party Administration Services for the City of Cocoa and authorize the City Manager to negotiate and execute a multi-year contract with USIS, Inc. from October 1, 2017 to September 30, 2020 and any approved renewal terms in the contract. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	workers compensation				
Code sections:					
Attachments:	Final Selection Committee Meeting Score Sheets.pdf Total Scores Picture.pdf P-17-12-COC WORKERS' COMPENSATION Complete Proposal Package.pdf USIS-Revised City of Cocoa Contract.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2017
Agenda Date: August 22, 2017
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve City Staff's vendor selection for award of RFP# P-17-12-COC, Workers' Compensation Third Party Administration Services for the City of Cocoa and authorize the City Manager to negotiate and execute a multi-year contract with USIS, Inc. from October 1, 2017 to September 30, 2020 and any approved renewal terms in the contract.

BACKGROUND:

The City of Cocoa currently has a $650,000 self-insured (uninsured) retention limit per Worker's Compensation Claim. The City annually budgets funding for our Workers' Compensation self-insured claims fund and contracts with a third party administrator (TPA) to administer the claims in accordance with the laws of the State of Florida,

A TPA processes worker's compensation claims for an entity by managing its claims processing, provider networks, utilization review, or membership functions. Often in the case of insurance claims, a TPA handles the claim processing for an employer that self-insures its employees. Thus, the employer is acting as an insurance company and underwrites the risk. The risk of loss remains with the employer, and not the TPA.

In 1997, the City legally advertised the solicitation of competitive sealed proposals for Workers' Compensation Third Party Claims Administration in accordance with the City's purchasing policies. Out of a total of ten respondents, the city chose to contract with USIS Inc., Orlando, FL. Since that time, City Council has approved nine extensions to the original contract with USIS Inc.

In an exercise of due diligence and in an effort to contain costs, the Administrative Services Department staff worked with Finance to advertise a Request for Proposals for the services of Workers' Compensation Third Party Administrator. The criteria selection of qualified proposers was based on the following: Cost, Ability, capacity & skill of the firm to perform the services required, References, and Experience with Workers' Compensation Third Party Administration Services. The RFP Review Committee, consisting of three members; Administrative Services Director, Safety & Risk Program Manager, and the Accounting Manager, scored submittals in a standardized process.

Purchasing sent out 333 invitations and notifications to bid/propose and received three responses for the Workers' Compensation Third Party Administrator, in response to Request for Proposals RFP# P-17-12-COC. The three proposals received were from USIS Inc., PMA, and Johns Eastern. The Committee ranked written proposals, considered presentations that were conducted by all three proposers, and made selections for award. Rankings are attached to the agenda. Staff requests Council approval of the top-ranked proposer, USIS Inc., for award of RFP# P-17-12-COC.

Additionally, staff requests that the City Council approve the contract with USIS Inc., of which the initial term of the contract will be for three (3) years with an additional three (3) successive two-year renewal options.

STRATEGIC PLAN CONNECTION:

Approval of the RFP# P-17-12-COC selection committee recommendation and the initial contract will provide financial stability to our self-insured Workers' Compensation fund, and will allow the City to control related expenses.

BUDGETARY IMPACT:

Budgeted — Pending FY18 Budget Approval

Amount Requested	$50,000
Account Number	520-1801-513.31-00
Account Name	Professional Services

Expenses for WC TPA services depend on the frequency of Workers' Compensation claims and the annual amount typically does not exceed $50,000.

PREVIOUS ACTION:

In 1997 The City council approved a 3-contract with USIS Inc.

From 2000 - 2012 The City Council approved tri-annual contract extensions with USIS Inc.

From 2012 - 2016 the City Council approved annual contract extensions with USIS Inc., with the most recent being approved at the regular City Council meeting held on September 27th, 2016, for the period beginning October 1, 2015 and ending September 30, 2017.

RECOMMENDED MOTION:

Approve City Staff's vendor selection for award of RFP# P-17-12-COC, Workers' Compensation Third Party Administration Services for the City of Cocoa and authorize the City Manager to negotiate and execute a multi-year contract with USIS, Inc. from October 1, 2017 to September 30, 2020 and any approved renewal terms in the contract.

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RFP P-17-12-COC (WC TPA) SCORE SHEET				
RFP Criteria	Maximum Points	USIS Score	PMA Score	J. E. Score
1. Cost	30			
2. Ability, capacity, & skill of the firm to perform the services required	50			
3. References	10			
4. Experience with Workers' Compensation Third Party Administration Services	10			
	Total Score	0	0	0

RFP Committee Member

Signature

Date

Anne / Tammy

Deare

RFP P-17-12-COC (WC TPA) SCORE SHEET							
RFP Criteria	Maximum Points	USIS Score	PMA Score	J. E. Score	V	P	J
1. Cost	30	30 | 25	28 | 25	29 | 20	26	30	29
2. Ability, capacity, & skill of the firm to perform the services required	50	50 | 50	48 | 45	48 | 35	45	40	40
3. References	10	10 | 10	9 | 8	9 | 7	10	10	10
4. Experience with Workers' Compensation Third Party Administration Services	10	10 | 10	10 | 10	10 | 7	10	10	10
	Total Score	⑧100 | 95 → 1 **0** 1	95 | 88 → 3 **0** 2	96 | 69 → 2 **0** 3	①91 → 1	90 → 2	89 → 3

286 (1) 273 (2) 254 (3)

RFP Committee Member

Anne Folsom Quesada

Signature

07-12-17

Date

Anne Folsom Quesada
Accounting Manager

RFP P-17-12-COC (WC TPA) SCORE SHEET				
RFP Criteria	Maximum Points	USIS Score	PMA Score	J. E. Score
1. Cost	30	26	30	29
2. Ability, capacity, & skill of the firm to perform the services required	50	45	40	40
3. References	10	10	10	10
4. Experience with Workers' Compensation Third Party Administration Services	10	10	10	10
	Total Score	91	90	89

RFP Committee Member



Signature

7/12/2017

Date

RFP P-17-12-COC (WC TPA) SCORE SHEET				
RFP Criteria	Maximum Points	USIS Score	PMA Score	J. E. Score
1. Cost	30	25	25	20
2. Ability, capacity, & skill of the firm to perform the services required	50	50	45	35
3. References	10	10	8	7
4. Experience with Workers' Compensation Third Party Administration Services	10	10	10	7
	Total Score	95	88	69

RFP Committee Member

Tammy B Gennat

Signature

7/12/2017

Date

Anne	Deane	Tammy
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1 29 2 48 3 9 4 10 = 96 ②	1 29 2 40 3 10 4 10 = 89 ③	1 20 2 35 3 7 4 7 = 69 ③

REQUEST FOR PROPOSALS

City of Cocoa, Florida

Workers' Compensation Third Party Administration Services

RFP # P-17-12-COC

June 1, 2017



Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUE DATE: 5/1/17
Page 2 of 31
PROPOSALS MUST BE RECEIVED PRIOR TO 2:30 P.M. ON Friday 6/2/17

PURCHASING DIVISION CONTACT: SONJA HAMILTON-SUAREZ
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: ssuarez@cocoafl.org

PLEASE COMPLETE THE FOLLOWING "TITLE PAGE"	
AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Address: City, State, Zip: Phone Number: Fax Number: E-Mail Address: FEIN Number:	Do you accept Visa? □ YES □ NO List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____ **Receipt of Addenda Number(s) _____ is acknowledged**

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and five copies of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, **RFP# P-17-12-COC.** Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFP package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFP. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that

all information contained in Respondent's RFP submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFP process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank respondents to this RFP. The final ranking of the qualifications of all respondents by the City does not guarantee that any of the highest ranked respondents will be selected to perform the services required by this RFP. The City may elect, at its sole discretion, to initiate negotiations to enter into one or more written agreements with selected respondents pursuant to this RFP. Said agreements shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful respondent offering fair, competitive and reasonable prices for their services and the respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFP with any respondent at any time. Respondent shall bear all costs associated with preparing and responding to this RFP. The City of Cocoa will provide no compensation for such costs.

During the RFP process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFP.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFP which is set forth in section I of this RFP.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFP AS IF SET FORTH ABOVE.

_____
Name of Respondent

_____
Authorized Signature

_____
Name & Title

_____
Date

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REQUEST FOR PROPOSALS
Workers' Compensation Third Party Administration Services

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SECTION I

INTRODUCTION

The City of Cocoa (hereinafter referred to as "City") is requesting Proposals from workers' compensation third party administration service firms to provide the City with

Workers' Compensation Third Party Administration Services

RFP DUE DATE & TIME: **Friday, June 1, 2017,** by **2:30 P.M.** Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 2:30 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining the time that packages are received and for determining late responses.

All RFP information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFP No. P-17-12-COC Workers' Compensation Third Party Administration Services.** Respondent's name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Respondents shall submit six (6) complete sets (one (1) original (marked "ORIGINAL"), and five (5) copies of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The RFP and any Addendums are available online at http://www.demandstar.com .

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Proposals (RFP), contact Sonja Suarez, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFP Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Sonja Suarez, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via fax at (321) 433-8860 or e-mail at ssuarez@cocoafl.org . Questions received less than **Ten (10)** calendar days prior to the due date for the responses will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response.

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFP ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFP, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFP FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFP MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the respondent only intends to respond for the contract in its entirety.

ASSIGNMENT - Neither the contract nor payment due pursuant to this RFP may be assigned. Any attempt to assign the responsibilities and payment under this RFP without the express prior written consent of the City of Cocoa shall be grounds for termination of the contract.

AWARD - Award shall be generally made to the firm that demonstrates technical capability while most closely meeting the city's needs according to the evaluation criteria and factors designated in the solicitation. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful respondent negotiating acceptable terms under a Services Agreement. **Respondents are hereby notified that should a respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered. The successful respondent shall be the one that is not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City can not agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFP, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a contract or rejected all of the proposals at its sole discretion.

CONFLICT OF INTEREST - The respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing.

Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and may not transact business with any public entity.

ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the respondent's qualifications and ability to fulfill the requirements of the RFP.

F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFP will be furnished in writing to all prospective potential respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

NON-DISCRIMINATION - The successful respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - The respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation. The City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. Unless otherwise directed in the contract for services, all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may

not submit a response for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List.

PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01 Florida Statutes (The Public Records Law.) Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

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

TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.

TERMINATION FOR CAUSE: If a respondent is awarded a contract under this RFP, the successful respondent is herby on notice that the contract shall be subject to termination in the event that the respondent breaches the contract, or respondent fails to fulfill in a timely and proper manner its obligations under this contract, or if the respondent is declared bankrupt or insolvent, or respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the respondent, terminate the right of the respondent to proceed under the contract, and may hold the respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the respondent under the contract shall, at the option of the City, become the City's property and the respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the respondent, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the respondent can be determined.

TERMINATION FOR CONVENIENCE: If a respondent is awarded a contract under this RFP, the successful respondent is herby on notice that the contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the contract by giving written notice to the respondent thirty (30) days prior to the effective date of such cancellation.

TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent, they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL TERMS & CONDITIONS

ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Proposals, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective respondents who are recorded with the City as having received an original Request for Proposals. Addenda information will be posted on Onvia DemandStar at http://www.demandstar.com. Respondents are responsible to check this location for updates.

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFP may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent (contractor) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, attorneys, representatives and employees (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform contractor's obligations pursuant to this RFP and any subsequent contract."

LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

"The City desires to enter into this contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the contract, so that the City's liability for any breach never exceeds the sum of any contract amount that is owed by the City for services actually performed by the respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, respondent

expresses its willingness to enter into this contract with the knowledge that the respondent's recovery from the City to any action or claim arising from the contract is limited to a maximum amount of the sum of any contract amount that is owed by the City for services actually performed by the respondent to the City's complete satisfaction. Nothing contained in this paragraph or elsewhere in this contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

TERMS: A Contract will commence on October 1, 2017, succeeding the approval of the Contract by the City Council, unless otherwise stipulated in the Notice of Award letter, which is distributed by the City's Purchasing Department and contingent upon the completion and submittal of all required Solicitation documents.

The initial term of the Contract shall be for three (3) years with the option to extend as stated in the paragraph below. The Contract shall remain in effect through the entirety of the initial term, unless otherwise terminated earlier by the City. In the event Services are scheduled to end because of the expiration of the Contract, the Contractor shall continue Services with the written consent of the City.

OPTION TO RENEW: Following the initial term, the City reserves the right to renew the Contract with comparable pricing, similar terms, and conditions, for an additional three (3) successive two-year terms. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

The City shall be given at least one hundred and twenty (120) days' notice of cancellation or non-renewal of Contract and at least one hundred and twenty (120) days' notice of any increase in premiums after the initial Contract period. Changes in cost shall occur no more frequently than on an annual basis.

The City shall have the option of terminating the Contract by giving the Contractor sixty (60) days written notice.

STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be submitted **prior** to the commencement of the contract:

LIABILITY INSURANCE

1. COMMERCIAL GENERAL LIABILITY INSURANCE:

Minimum limit of $1 Million per occurrence for bodily injury and property damage; this coverage shall also include personal, advertising injury and medical expense.

COMMERCIAL AUTOMOBILE LIABILITY

Minimum limit of $1 Million, covering any auto including owned, non-owned, hired or leased. In the event Contractor owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Contractor to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

PROFESSIONAL LIABILITY INSURANCE (Errors and Omissions):

Minimum limit of $1 Million covering any errors or omissions of the Contractor in the performance of professional Services; the Self Insured Retention shall not exceed $25,000. If the self-insured retention (SIR) or deductible exceeds $25,000, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. Policies written on a "Claims-Made" basis shall include a Retroactive Date equal to or preceding the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, Contractor shall purchase a SERP with a minimum reporting period of not less than three (3) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

As required by the State of Florida and in accordance to F.S.440, with statutory limits, and Employer's Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

THIRD PARTY COMMERCIAL FIDELITY (CRIME) BOND

Contractor shall furnish a Commercial Fidelity Bond or its equivalent for Employee Dishonesty, written on a Blanket Basis with a minimum limit of $500,000. The bond shall be endorsed to cover "Third-Party" liability including a third-party beneficiary clause in favor of "City of Cocoa", a Political Subdivision of the State of Florida, its Officers, Employees and Agents. The

bond shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained basis. In lieu of a Fidelity Bond, the City will accept Crime Insurance including Employee Dishonesty (Fidelity) Coverage on a blanket basis.

Both Commercial General and Automobile Liability insurance policies shall name the City of Cocoa as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Insurance policies required by Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Coordinator prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

Contractor must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFP. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances (including endorsements) remain current and in effect throughout the term of Contract. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the successful Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Contractor under the Contract.

Contractor shall indemnify and hold harmless the City of Cocoa and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may ensue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to execution of Contract, a Certificate of Insurance evidencing all required coverage and naming the City of Cocoa as additional insured where applicable.

SECTION II

1. GENERAL INFORMATION

The City of Cocoa (hereinafter referred to as "City") is requesting Proposals from qualified firms to provide the City with professional services regarding

Workers' Compensation Third Party Administration Services

The City of Cocoa, incorporated October 1, 1895, is a political subdivision of the State of Florida. The legislative branch of the City is composed of five elected Council Members, one of which is Mayor. The City Manager is responsible for the execution of Council's established and adopted policy. *(Please visit our official web site,* www.cocoafl.org*)*

The City of Cocoa is located in Brevard County with a 2016 population of 18,833 and also serves as a regional water provider with more than 80,000 customers. The City currently operates with a $37 million general fund budget and a $106.8 million Utilities budget. The City has approximately 476 budgeted full-time and 14 budgeted part-time positions that provide full services to its residents including Police, Fire, Public Works, Utilities, and Community Services.

The City has a self-insured Workers' Compensation program and contracts with a third party administrator (TPA) to administer the program in accordance with the laws of the State of Florida. The City is self-insured up to a specific retention amount on all claims (Fiscal Year 2017 policy retention amount is $650,000), and carries an Excess Workers' Compensation policy to cover claims that exceed the retention amount. The role of the TPA is to process Workers' Compensation claims for the City by managing its claims processing, provider networks, utilization review, banking/reconciliation services, medical bill review, case management, and other services that can be reasonably expected from a third-party administrator.

The City is seeking a qualified TPA to provide claims adjusting, medical management, and related TPA services to the Human Resources Division for its partially self-insured Workers' Compensation Program in accordance with the laws of the State of Florida. The City has been partially self-insured with its Workers' Compensation program for over twenty years. The City's current TPA is United Self Insured Services Inc., (USIS), located in Orlando, Florida. The contract with USIS will expire on September 30, 2017.

The City's current program is focused on achieving the best medical outcomes for injured workers at the most reasonable cost. The current program utilizes a traditional telephonic nurse for medical case management and a full-time adjuster, both located off site. The City is always amenable to the use of field case management for the more complex claims. Furthermore, the City is committed to providing our injured employees with high quality medical care through immediate access to the best medical professionals in the community. Whereas the City is focused on returning employees back to work promptly and safely upon medical clearance with a return-to-work program; this is accomplished through continuous communication and integration between the City and TPA.

2. SCOPE OF SERVICES

The City of Cocoa is requesting proposals from qualified contractors for **Workers' Compensation Third Party Administration Services**. No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

A. Contractor agrees to perform the following services on behalf of the City:

1. Assume the complete handling of all prior claims as well as new claims originating from the effective date of this contract. It is required that claims data and any and all other documentation (open and closed) associated with all claims occurring prior to October 1, 2017 be transferred into the new Claims Administrator's computer information system to ensure future City loss runs will contain a complete history of

all claim years. The transfer of all claims data shall be completed no later than November 30, 2017.

2. The Claims Administrator shall assign designated staff to review all notices of injury received from the City prior to assignment to an adjuster.

3. Accept or deny all reported claims for employees' injuries on behalf of the City in accordance with Florida Statute Chapter 440.

4. Claims Administrator shall conduct the required investigations deemed necessary, including scene investigations and claimant contact on all reported claims. Contact with claimants shall be made within 24 hours of the Claims Administrator's receipt of the claim.

5. Enhanced efforts shall be taken to identify possible fraudulent claims, including recorded statements from injured worker and discussions with witnesses and supervisors.

6. Employ the services of outside professionals to assist in investigations, claims adjustments, etc. as necessary. Such services may include, but shall not be limited to surveillance, rehabilitation, claim specific medical care managers and subject matter experts. The use of such services shall only be with prior written approval by the City. Payment for these services will be made by the Claims Administrator from the City's loss fund as an allocated expense. Strict oversight when using outside vendors is expected with respect to reviewing bills for appropriate charges. The flat fee paid by the City must be the only remuneration to the proposer for services provided to the City and proposers must receive no revenue for these services from outside professionals.

7. Review and provide reports to the City regarding all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules and network discounts.

8. Coordinate the medical treatment of all claims by promptly setting appointments and authorizing necessary physician referrals and treatments.

9. Provide a report to the City every 30 days indicating all employees that are not working in a full duty unrestricted capacity. At the end of each fiscal year an overview report of lost work days shall be provided to the City by the Claims Administrator.

10. Prepare and maintain electronic files as necessary for legal defense of claims and or other litigation (such as actions for subrogation) or other proceedings.

11. Pay all claims and expenses in a timely fashion from the City's loss fund account, which shall be maintained by the Claims Administrator. Fees, interest and civil penalties required due to late payments or adjuster mishandling shall be paid by the Claims Administrator unless the error is solely caused by late reporting or misreporting of information by the City. Any such payments made by the Claims Administrator shall be returned to the City within 60 days of the payment.

12. Pursue all possibilities of subrogation, liens and recovery from the State Special Disability Trust Fund (SDTF), Excess Carriers and other third parties. The City must approve any sum negotiated for recovery of third party lien.

13. Advise the City and gain approval on file reserves in excess of $25,000 and all potential claim settlements.

14. Advise the City when defense attorney assignment is necessary on a file; the City shall approve and designate any assigned counsel. The Claims Administrator shall provide the defense attorney a complete copy of the file in question when an assignment is made.

15. Attend workers' compensation hearings, depositions when required, and mediations on behalf of the City.

16. Report to the various excess carriers (based on each carrier's reporting requirements) potential and excess claims. The Claims Administrator shall reimburse the City for any late reporting penalties imposed by the carrier due to failure on the part of the Claims Administrator.

17. Provide all status reports, as required by the excess carrier(s).

18. Submit requests to any excess carrier(s) for all payments above each claim's Self-Insured Retention to obtain the proper reimbursement for the City. The reimbursement checks shall be forwarded to the City and the amount recovered shall be entered into the Claims Administrator's claims information system. Upon request by the City's Risk Coordinator, the Claims Administrator shall provide a current report of all claims where excess money is outstanding. Requests should be submitted within 45 days of payments in excess of the self-insured retention.

19. Conduct a quarterly file review. The file review shall include, at a minimum, information on nature of injury, medical treatment history, current status, expenditure, reserves, exposure information, subrogation/SDTF and an action plan.

20. Summary report shall be given on Inactive Open Claims, to include a listing of all open claims for which there has been no payment activity in the prior six months period.

21. Provide City at no additional cost real-time electronic, internet accessible claim file data, including but not limited adjuster notes, supervisory notes, nurse notes, diary items, payment records, reserves and medical bills.

22. Provide online electronic and 24 hour telephonic reporting of employee Notices of Injury with direct access and tracking ability.

23. Provide access to a provider network with preferred/high quality providers, particularly in key specialties such as: physical therapy, specialized doctors, hospitals etc.

24. Provide medical bill review and re-pricing services.

25. Provide prescription benefit management (PBM) services. Details regarding the PBM's services should be provided, including access, utilization review services, coordination of claims data and reporting.

B. **Staffing and Personnel Requirements**

1. Provide full time dedicated adjuster and nurse case manager to service the City's workers' compensation claims. The nurse case manager will provide telephonic services as well as field visits on medical claims as deemed necessary.

2. When approved by the City, additional field case management nurses shall be utilized for catastrophic injuries or any other serious injury cases as requested.

3. Adjuster and nurse assigned to City's account shall be appropriately licensed and qualified to manage the City's claims; furthermore they should have manageable caseloads that enable them to efficiently perform the required services for the City.

4. The Claims Administrator shall maintain adequate staffing levels with qualified individuals and caseloads that provide the City with a quality cost effective program.

5. All claims personnel shall be employees of the Claims Administrator. The use of independent adjusters, subcontractors or temporary adjusters is not acceptable. Adjuster trainees are not acceptable for handling the City's claims.

C. Administrative Services/ Responsibilities

1. The Claims Administrator shall submit all State and Federal required filings, including IRS Form 1099 and all reporting required by the Medicare Secondary Payer provisions; prepare, maintain and file statistical information required by Rating Bureaus and/or appropriate state agencies.

2. Respond to any records requests in a timely manner.

3. Prepare and file with the appropriate State agency on the City's behalf, all applications required for the City's continued qualification as a self-insurer.

4. Prepare, maintain, and file all records and reports as may be required by governmental authorities (State or Federal) in the required data format.

5. Prepare, maintain, and file statistical data, records, or reports as required by excess insurers, City's actuary, and the State of Florida in the required data format.

6. Prepare, maintain and file statistical information required by workers' compensation rating bureaus, including all data required for the promulgation of the City's experience modification and State assessments. (DFS-F2-SI-17) currently due by June 1st annually).

7. Prepare and file any other reports as required by the City and the State relating to claims experience, payments, etc. (including DWC-51, Aggregate Defense Attorney Fee Report, and Public Record Requests).

8. Comply with all State requirements including EDI reporting requirements (State or Federal).

9. Keep City's Administrative Agent informed of any significant regulatory or industry changes affecting the workers' compensation program.

10. Provide training and education to City staff, at no additional charge, on workers' compensation topics of interest to the City, including but not limited to case law updates, regulatory or rule changes, claims management best practices and medical

consumerism updates.

11. Participate in training and education provided by City staff and/or consultants to the City, or changes in City policies (relative to the workers' compensation program) at no additional charge to the City.

D. Loss Fund Management

1. The City's loss fund account will be maintained at a Financial Institution chosen by the City. The City will pay all service fees that are normal and customary in this account. All interest earned or service credits generated will accrue to the benefit of the City.

2. The Claims Administrator shall comply with Florida laws concerning public deposits.

3. All claims or expense payments shall be made by the Claims Administrator on checks drawn on the City's loss funds account. It is understood and agreed upon that all funds in this account are City funds and shall be returned to the City upon request or at termination of any contract resulting from this RFP.

4. The Claims Administrator shall be responsible for the monthly reconciliation of the City's loss fund account and shall provide a check register to the City monthly showing the transactions that occurred during the month and the current balance in the account. The reconciliation should show deposits, disbursements cleared by date and payee etc.

5. The Claims Administrator shall submit to the City each month, a list of the checks issued the previous month.

E. Computer Loss Information

1. All charges related to these services shall be included in the annual claims administration fee. Any costs associated with programming changes that are necessary to create a report required by the City are the responsibility of the Claims Administrator.

2. All claims data and media is the property of the City and any data and media shall be provided to the City by the Claims Administrator upon request or upon termination of this agreement.

3. The Claims Administrator shall ensure all claims and payment data are included in their loss runs. Historic data from the City's current or previous Claims Administrator's database shall not be purged. Claims data for all open and closed claims shall be transferred.

4. Loss runs shall be provided on a monthly basis for all open and closed claims (electronically); excel format is acceptable. Report shall be sorted by policy year and department/location and shall list each claim separately. Specific summary reports shall also be provided upon request by the City.

5. Workers' compensation claims involving no payment or no medical treatment are reported by the City for inclusion in the data base as "report only claims" (ROC). These reports shall be maintained by the Claims Administrator, but shall NOT be included in reports to the State on the DFS-F2-SI-17

F. Claims History

1. The information provided on current pending claims data is obtained from the current Claims Administrator and is accurate to the best of the City's knowledge. The proposer has the right to contact the present Claims Administrator to review current files if desired and it is the responsibility of the proposer to confirm the pending claim counts in order to factor the appropriate cost.

G. Implied Services

1. Any services, functions or responsibilities not specifically described in this RFP that are necessary for the proper performance and provision of the Services, shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. This will include, but is not limited to, any additional expenses to be incurred by the Contractor in relation to the Services (such as expenses incurred by the Contractor if any state or federal agency requires any external review of the Contractor's Services provided to the City).

H. Service Level Requirements

1. By the submittal of a proposal, each firm acknowledges and agrees to abide by the service level requirements set forth in this RFP.

2. Each firm acknowledges and agrees that due care and diligence was exercised in the preparation of its proposal and all information contained therein is believed to be correct. The respondent acknowledges, and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the proposal. Neither the City nor its representatives will be responsible for any error or omission in any proposal, or for the failure on the part of any respondent to determine the full extent of the exposure.

3. Qualified firms wishing to respond to the RFP must provide all services described in this document, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants.

4. It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, must include the entire effort required of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

3. MINIMUM RESPONDENT QUALIFICATIONS

To be eligible to respond to this Solicitation, the Respondent must demonstrate that it, has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum respondent qualifications may be noted as "NON-RESPONSIVE". The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications:

- License to conduct business in State of Florida with copy of Sunbiz report showing active status;
- A current and valid certification from the State of Florida that it is authorized pursuant to Rule Chapter 69L-5, FAC, as a Qualified Servicing Entity;
- All applicable Adjuster License 520 or 620 All-lines adjusting license, 220 agent's license or 224 adjusting license. A copy of the license(s) and proof of active status and good standing with the State of Florida is required;
- Demonstrated experience administering a Workers' Compensation program for a public employer in the State of Florida;
- Minimum of five years of experience with Workers' Compensation administration;
- Provide a dedicate team to the City of Cocoa.

4. COST PROPOSAL REQUIREMENTS

Proposals are required to provide flat, annual fees for all services. Fees must include the taking over of all old claims, including the data transfer and any additional run-in fees charged by the City's current and previous carriers for the transfer of data. *Services and the cost of such services not included in the Proposer's base fee must be clearly identified.*

SECTION III

RFP SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, respondent must submit one (1) original **marked "ORIGINAL"**, and five (5) copies of the proposal must be received by the City of Cocoa **on or before 2:30 P.M., June 1, 2017**

Respondents **must** include the following information in their proposal:

Title Page: Signed Title Page (Page 2 of this document) shall show the RFP subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; addenda acknowledgement; and the date of the proposal.

Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFP and should identify all materials and enclosures being forwarded in response to the RFP.

Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page.

Executive Summary: The Executive Summary section of the proposal shall be limited to five (5) typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the Respondent's ability to meet the requirements of the RFP and approach to the project.

General Information: The General Information section of the proposal shall be limited to two (2) typewritten pages. The purpose of the General Information section is to provide a brief discussion of Respondent's business history and current purpose/function in the marketplace.

Summary of Qualifications: The Summary of Qualifications section of the proposal shall be limited to twenty (20) typewritten pages. Indicate the Respondent's background in providing these

services to governmental entities. Provide a listing of comparable client references that are using the Respondent's professional services, (i.e., client name, address, telephone number, contact person and length of time service was provided). Indicate specifically the members of the firm who will have primary responsibility for the City's contract. Also indicate all key individuals and sub-consultant's (if any) and their tasks and/or areas of expertise.

Resumes and Attachments: Resumes and additional information which the Respondent feels will assist in the evaluation should be included.

Additional Required Proposal Submittal Forms: Reference Sheets, Questionnaires, Agreements, Certificates of Insurance, Affidavit of Existing or Prior Contracts with the City, Sample Contract for review, and other materials requested by the City.

Written Response to Evaluation Factors: Numbers 1-18 below

When compiling their responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; do not use three ring binders of any kind; and sections should be compiled in the sequence list above. Maximum number of pages shall be 75 pages, not including tabs and dividers.

SECTION IV

RFP TIME LINE

The City reserves the right to establish and change the schedule of the RFP process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFP is as follows:

STAGE	DATE
RFP Issued:	5/1/2017
RFP Advertised:	5/4/2017 & 5/11/2017
Deadline for Respondent Questions:	5/23/2017
Responses/Addendum Issued by City:	5/26/2017
RFP Submission Deadline:	6/2/2017 by 2:30
Short List Selected for Presentations:	TBD
Presentations before Selection Committee (SC):	TBD
Final Ranking and Recommendation of Firms by SC:	TBD
City Council consideration of SC Recommendation and City Council's decision regarding Contract Negotiations:	TBD
Contract Award by Council (including an initial task order):	TBD

PRESENTATIONS*

In general, the City wishes to avoid the expense to the City and to respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the Selection Committee shall schedule one or more of the top ranked firm(s) for presentations.

If the City chooses to conduct oral presentations with one or more of the respondents, the presentations will be held before the Selection Committee at a duly noticed meeting which will be open to the public. Minutes of the meeting will be prepared and the meeting may be tape recorded at the City's discretion. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and respondents will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. Respondents are required to be available for the presentations, and top members of the Respondent's team that will be working and supervising the project are expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each respondent divided into three sequential parts: (1) Introductory presentation by the Respondent; (2) Questions and Answers between members of the Selection Committee and the Respondent; and (3) Brief closing remarks by the Respondent. The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFP.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFP, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set out in this RFP.

After the presentations, the Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at subsequently noticed meeting of the Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Selection Committee and the award of any and all contracts under this RFP. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFP.

SECTION V

EVALUATION PROCEDURE

Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical qualifications. The following represent the principal selection criteria, which will be considered during the evaluation process.

Cost	30%
Ability, capacity, & skill of the firm to perform the services required	50%
References	10%
Experience with Workers' Compensation Third Party Administration Services	10%

All responses will be subject to a review and evaluation process set forth in the Florida Statutes. It is the intent of the City that all responding to this RFP who meet the requirements contained in this RFP shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

EVALUATION FACTORS

The City's evaluation factors will include consideration of, but will not be limited to the following:

1) Responsiveness of the firm to satisfy the requirements of this RFP, especially the Scope of Services and Minimum Qualifications set forth in Section II;
2) The ability, qualification, capability, experience and skill of the firm to perform the contract;
3) The qualifications and performance data on file with the City, together with those that may be submitted by the firms regarding the proposed project;
4) Adequacy and ability of personnel available to perform the scope of services; and
5) Past record experience on similar projects;
6) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act;
7) Willingness to meet time and budget requirements of the City;
8) Location of the Firm's offices in relation to the City of Cocoa;
9) Recent, current, and projected (within next five years) workloads of the firm;
10) The sufficiency of the financial resources and ability of the firm's personnel to perform the contract or service;
11) Whether the firm has performed similar contracts within the time and budget specified, without delay or interference;
12) The character, integrity, reputation, judgment, experience and efficiency of the firm;
13) The quality of performance of previous contracts with the City or any other agency or company relevant to the scope of services and the minimum qualifications;
14) The previous and existing experience and compliance by the Firm with the laws and ordinances relating to the scope of services;
15) The number and scope of conditions attached to the response to this RFP; and
16) Responsiveness of client references;

17) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
18) Such other information as may be secured by the City.

In addition, should your firm be selected for competitive negotiations, the fairness, competitiveness, and reasonableness of the rates, fees, and charges offered by the firm to provide the service required by this RFP shall be an evaluation factor.

OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section VII Affidavit):

1) The firm is licensed to practice in Florida and said license is in good standing.
2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFP.
3) The firm adheres to the instructions and requirements in this RFP in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS EACH OF THE EVALUATION FACTORS (#1 THROUGH #18 ONLY) IN THE ORDER LISTED ABOVE AND THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFP **SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.**

SECTION VI

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last seven (7) years, services similar to the scope of services required by this RFP.

1. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

2. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

3. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____

SECTION VII

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____
CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ for **Workers' Compensation Third Party Administration Services** and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in Section IV of the City of Cocoa RFP for **Workers' Compensation Third Party Administration Services**; and
7. Based on my personal knowledge and belief, I state as follows:

A. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

B. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFP for **Workers' Compensation Third Party Administration Services**; and

C. The Respondent adhered to the instructions set forth in the City of Cocoa RFP for **Workers' Compensation Third Party Administration Services** in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 20___ by _____[ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

Scrutinized Company Certification

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ my commission expires: _____
(Print Name)

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

END

AGREEMENT FOR SERVICES

BETWEEN

USIS, INC.

AND

CITY OF COCOA

In consideration of the mutual covenants herein contained, USIS, Inc., hereinafter referred to as the **COMPANY** does hereby contract and agree with the City of Cocoa, hereinafter referred to as the **EMPLOYER**, as follows:

I. This agreement shall take effect October 1, 2017 and shall continue for a three (3) year period, unless terminated by either party as set forth herein. In addition, **EMPLOYER** has the right to renew the Contract with comparable pricing, similar terms, and conditions, for an additional three (3) successive two-year terms. This contract may be terminated at the request of the **COMPANY** with one-hundred twenty (120) days written notice to the **EMPLOYER** and by the **EMPLOYER** to the **COMPANY** with thirty (30) days notice.

II. OWNERSHIP

It is agreed and understood that all records, files, data, reports, etc., regarding the services under this agreement are the property of the **EMPLOYER**. Should the **EMPLOYER** wish to physically retain the records, files, data, reports, etc., from the **COMPANY,** the **COMPANY** will release all requested documents within 30 days of the **EMPLOYER'S** request.

III. CONFIDENTIAL INFORMATION

COMPANY will take all necessary steps to protect **EMPLOYER'S** trade secrets, records and confidential business information, including this Agreement. Such information will not be disclosed to third parties without the express written consent of **EMPLOYER** to which the information belongs. **COMPANY** will not utilize any patented, trademarked, tradenamed, service marked or copyrighted material or property belonging to **EMPLOYER** that is expressly permitted by this Agreement or otherwise in writing. This provision will survive the termination of this Agreement. **EMPLOYER** retains the right to file the form of this Agreement with any regulatory authority as may be required by applicable law.

IV. INSURANCE REQUIREMENT

COMPANY agrees to maintain the following insurance coverages through the term of the contract.

Types	Minimum Required Limit	
Professional Liability	$5,000,000	per claim/aggregate
General Liability	$1,000,000	per occurrence
	$2,000,000	aggregate
Automobile Liability	$1,000,000	per person/per accident
Workers' Compensation	Statutory	Florida
Fidelity Bond	$1,000,000	Employee Dishonesty covering Employer's Money
Umbrella/Excess Coverage	$ above primary limits	
Privacy Liability	$1,000,000	per claim/$1,000,000 aggregate

Privacy liability coverage shall be maintained for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information that may arise from this contract.

Acceptable certificates of insurance will be provided by **COMPANY** within 30 days of the **EMPLOYER'S** verbal and/or written request.

V. All services rendered by the **COMPANY** will fully comply with the rules established by the Department of Labor and Employment Security, Division of Workers' Compensation. The **COMPANY** will perform all services specified herein, including, but not limited to, the following: Administrative Services, Claims Services, Loss Prevention Services, Data Management Services.

A. ADMINISTRATIVE SERVICES

1. Prepare, file and maintain all necessary applications and bonds, if any, for the **EMPLOYER'S** qualification as a self-insurer with the appropriate State agency.

2. Prepare, file and maintain all records and reports as may be required by legal authorities (State, local and Federal) or by excess insurers.

3. Prepare, file and maintain statistical information (BSI-20) required by the Workers' Compensation Rating Bureau, Division of Workers' Compensation, or other appropriate State agencies.

B. CLAIMS SERVICES

1. Establish reporting procedures that are compatible with the needs of the Employer.

2. Provide necessary forms and instructions for use.

3. Receive and examine on behalf of the **EMPLOYER** all reports of employee injury claims (BCL-1).

4. Conduct investigations that will disclose all of the pertinent facts on any accident as deemed necessary to allow determination as to compensability.

5. Accept or deny all reported claims for employee injuries on behalf of the **EMPLOYER** in accordance with the applicable Workers' Compensation Law. **COMPANY** will confer with the **EMPLOYER** with respect to accepting or denying any claim that in the opinion of **COMPANY** is questionable or in cases where the **EMPLOYER** has requested that **COMPANY** confer. **COMPANY** on behalf of **EMPLOYER** shall have the authority to accept all claims. All settlements must be approved by **EMPLOYER**. **EMPLOYER** shall use reasonable efforts to respond promptly to **COMPANY'S** settlement recommendations.

6. Employ outside professionals such as private detectives, expert witnesses, and attorneys to assist in the investigation, should it be necessary, at the expense of the **EMPLOYER**, and pursuant to **EMPLOYER** approval**.**

7. Review all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules through our specialized Cost Containment Unit.

8. Adjust and settle all reported claims subject to the approval by the **EMPLOYER**. Such settlement is to include preparation and execution of all necessary compromise and release agreements. All types of subrogation and second injury fund claims shall also apply.

9. Prepare and maintain files necessary for legal defense of claims and/or litigation (such as actions for subrogation) or other proceedings.

10. Pay in a timely fashion and for appropriate amount all claims and expenses pertaining thereto from the Working Loss Fund. The Working Loss Fund will be established by the **EMPLOYER** and will be maintained at a dollar level sufficient to meet the monthly obligations.

11. Pursue aggressively and settle all possibilities of subrogation and/or recovery from Special Disability Fund as well as third party pursuit on behalf of the **EMPLOYER. EMPLOYER** will be notified prior to pursuing subrogation.

12. Conduct an ongoing review of all open cases where appropriate to establish the status of each disabled employee in order to bring each to an amicable conclusion. Provide individual case file reports/updates as may be required on a quarterly basis by the **EMPLOYER**.

13. Provide coordination with rehabilitation of injured employees in the consultation, retraining and reassignment of employees with limited physical abilities arising from covered injuries, at the expense of the **EMPLOYER**, and subject to the **EMPLOYER'S** approval**.**

14. Maintain a current roster of qualified physicians for the treatment of covered injuries on a first and specialized basis, as well as maintaining procedures for close liaison with the treating physicians.

15. All expenses regarding the checking account to be at the cost of the **EMPLOYER.**

16. Hold quarterly claim review meetings with the **EMPLOYER**.

17. Provide the **EMPLOYER** with narrative status reports of major or litigated claims.

C. DATA MANAGEMENT SERVICES

Individual Claim Details:

1. Claimant's name and social security number
2. Date of injury
3. Nature of injury
4. Description of accident
5. Indemnity paid-to-date
6. Reserve for future indemnity
7. Medical paid-to-date
8. Reserve for future medical
9. Allocate claims expense paid-to-date
10. Reserve for future allocated claims expense.

D. WORKING LOSS FUND RECONCILIATION

Provide monthly reports as follows:

1. Report will be mailed to **EMPLOYER** fifteen (15) days after close of each monthly period.

2. Report will show:
   a. Balance of fund at inception
   b. Total disbursement by date and claimant
   c. Balance of fund at close
   d. Amount of reimbursement required.

E. OTHER SERVICES

The text of the Request for Proposals, RFP #P-17-12-COC, dated June 1, 2017 for Workers' Compensation Third Party Administration Services and COMPANY's proposal response thereto, dated May 26, 2017, shall be incorporated herein as Attachments B and C, respectively, except to the extent that a provision therein conflicts with this Contract. The provisions of this Contract shall control in the event of a conflict.

VI. SUBROGATION RECOVERY SERVICES

Pursue aggressively all possibilities of subrogation as well as third party pursuit on behalf of the **EMPLOYER**.

VII. The total cost for these services shall be as set forth in Attachment A of this Agreement.

VIII. Other than filing of applications for self-insurance and the rendering of loss prevention services, the **COMPANY'S** performance will continue until all claims that occurred during the contract period including previous contract periods have been closed. This will include claims that occurred during the contract period but have been reported after the contract period. Should **EMPLOYER** terminate the services under this agreement it is understood that the **COMPANY** will continue its services as stated above until all claims are settled. All reports required by the Workers' Compensation Rating Bureau, Division of Workers' Compensation, and other appropriate State agencies will be filed for the appropriate contract period(s). The annual fee payable to the **COMPANY** includes full consideration for all such continuing obligations.

IX. INDEMNIFICATION

COMPANY agrees to defend, indemnify and hold harmless the **EMPLOYER,** its officers, agents, officials, attorneys, representatives, and employees from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which the **EMPLOYER** may incur or sustain in connection with or arising from any act or omission on the part of the **COMPANY** and its employees, officers, and agents in connection with the **COMPANY's** performance of its duties under this Contract.

X. The **COMPANY** will not assign this agreement or any responsibilities pursuant to said agreement without the express consent, in writing, of the EMPLOYER.

XI. PUBLIC RECORDS. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, **COMPANY** agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of **COMPANY** related, directly or indirectly, to the services provided to the **EMPLOYER** under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the **EMPLOYER**, may be deemed to be a public record, whether in the possession or control of the **EMPLOYER** or the **COMPANY**. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of **COMPANY** are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the **EMPLOYER's** designated custodian of public records.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

COMPANY is required to and agrees to comply with public records laws. **COMPANY** shall keep and maintain all public records required by the **EMPLOYER** to perform the services as agreed to herein. **COMPANY** shall provide the **EMPLOYER**, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. **COMPANY** shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, **COMPANY** shall transfer to the **EMPLOYER**, at no cost, all public records in possession of the **COMPANY**, provided the transfer is requested in writing by the City Clerk. Upon such transfer, **COMPANY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the **COMPANY** shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **EMPLOYER,** upon request from the City Clerk, in a format that is compatible with the information technology systems of the **EMPLOYER.** Should the **EMPLOYER** not possess public records relating to this Agreement which are requested to be

inspected or copied by the **EMPLOYER** or any other person, the **EMPLOYER** shall immediately notify **COMPANY** of the request and the **COMPANY** shall then provide such records to the **EMPLOYER** or allow the records to be inspected or copied within a reasonable time. If the **COMPANY** does not comply with a public records request, the **EMPLOYER** may enforce this Section to the extent permitted by law. **COMPANY** acknowledges that if the **COMPANY** does not provide the public records to the **EMPLOYER** within a reasonable time, the **COMPANY** may be subject to penalties under Section 119.10, Florida Statutes. The **COMPANY** acknowledges that if a civil action is filed against the **COMPANY** to compel production of public records relating to this Agreement, the court may assess and award against **COMPANY** the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the **COMPANY,** be open and freely exhibited to the **EMPLOYER** for the purpose of examination, audit, or otherwise. Failure by **COMPANY** to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the **EMPLOYER** upon delivery of a written notice of cancellation. If the **COMPANY** fails to comply with this Section, and the **EMPLOYER** must enforce this Section, or the EMPLOYER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to **COMPANY's** failure to comply with this Section, the **EMPLOYER** shall collect from **COMPANY** prevailing party attorney's fees and costs, and any damages incurred by the **EMPLOYER**, for enforcing this Section against **COMPANY**. And, if applicable, the **EMPLOYER** shall also be entitled to reimbursement of all attorneys' fees and damages which the **EMPLOYER** had to pay a third party because of the **COMPANY's** failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

XIII. SOVEREIGN IMMUNITY. The **EMPLOYER** intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the **EMPLOYER's** right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the **EMPLOYER's** potential liability under state or federal law. **COMPANY** agrees that **EMPLOYER** shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, **EMPLOYER** shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars

($300,000.00). 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. This paragraph shall survive termination of this Agreement.

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

For Consultant:
USIS, Inc.
Attention: Ron Warble, Executive Vice President
P.O. Box 616648
Orlando, Florida 32861-6648
(800) 444-9098 ext. 6503

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

IN WITNESS WHEREOF, the **COMPANY** and the **EMPLOYER** agree to the above terms, conditions and provisions, and hereby cause this agreement to become effective.

_____

By:

_____ _____
Signature Witness Signature

_____ _____
Title Date

USIS, INC.

By:

_____ _____
Signature Witness Signature

Executive Vice President _____
Title Date

Attachment A

Services	Fees
Annual Administrative Fee	$1,000 per year
Lost Time	$800
Lost Time Tail Fee (any open Lost Time file in excess of 12 months)	$550
Medical Only	$115
Report Only (unknown)	Included
EDI	Included
COBC (Medicare Reporting)	Included
Data Conversion	NA
Unlimited Access to Internet Claims System	Included
SDTF	$250 per report
Subrogation	Included
1099 Preparation	Included
Medical Management Services	**Fee for Services**
Telephonic Case Management	$75/hr
Pre-Certification	$125 per occurrence **
Utilization Review	$75/hr
Medical Director/Physician Advisor Services	$275 - $325/ hr
Medical Bill Review	$6.65 per bill
Network(s) Access & Repricing	25% of contracted savings (below the Fee Schedule).
Catastrophic Case Management	$95.00/hr***
On-site/Field Case Management	$87.00/hr***
Reemployment Assessments	$87.00/hr***
Vocational Services	$87.00/hr***
Life Care Plan	$125.00/hr***
All other services will be billed at our standard rate of	$87.00-$125.00/hour

** Physician Advisor Fees not included

*** Plus $.50/mile and misc. costs

Examples of items that would be allocated to the claim file, though not an exhaustive list would be as follows:

- Index Bureau Reporting (ISO)
- IMEs
- Medical Records
- Court Reporters
- Field Case Management
- Surveillance
- Transcripts
- Legal Services
- Medical Management Services Identified above
- Recorded Statements

Attachment B
Request for Proposals, RFP #P-17-12-COC

Attachment C
COMPANY's RFP Proposal Response

Legislation Details (With Text)

File #:	17-349	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	8/7/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Approve Task Order 2017-83 with CH2M to Update the Water System Capital Plan, Project WS1210; To Approve as a Multi-year Contract from FY2017 through FY2018; Pending Approval of the FY2018 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CH2M 2017-83 (8-8-17) $717,208.84 Water_Capital_Plan_Proposal August 2017 3 2nd Amendment and other related documents				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 7, 2017
Agenda Date: August 22, 2017
Prepared By: Benjamin M. Hayner, P.E., Engineering Division Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2017-83 with CH2M to Update the Water System Capital Plan, Project WS1210; To Approve as a Multi-year Contract from FY2017 through FY2018; Pending Approval of the FY2018 Budget

BACKGROUND:

On November 11, 2008, Council approved an Agreement with CH2M Hill for Engineering Services for Water Supply, Treatment, Transmission and Distribution Projects effective November 11, 2008 through November 10, 2013. This Agreement has the option to extend the period of performance for three additional two-year renewals. On October 22, 2013, City Council approved the first amendment to the Agreement effective November 11, 2013 through November 10, 2015. On November 10, 2015, City Council approved the second amendment to the Agreement effective November 11, 2015 through November 10, 2017.

Under this Agreement, on January 24, 2012, City Council approved a contract with CH2M Hill for preparation of the Capital Plan for the water system, which included data collection, evaluation of existing systems and prioritization of capital projects based on risk. This Capital Plan has been used to analyze projects and future financial needs.

Over the past five (5) years, under the Program Management Services Task with CH2M Hill, the Capital Plan has been updated. CH2M Hill recommends a detailed update to this Capital Plan every five (5) years. Task Order 2017-83 will authorize CH2M Hill to update the water system Capital Plan for Fiscal Years 2019 through 2040 (21 years).

Task Order 2017-83 is divided into the following Scope of Services tasks:

Task 1 - Project Approach and Information Needs Review	$ 25,437.78
Task 2 - Water Demand Projections	$ 31,461.48
Task 3 - Planning Criteria Development	$ 17,202.20
Task 4 - Risk Prioritization of Assets	$ 88,974.12
Task 5 - Supply System	$ 53,317.62
Task 6 - Water Treatment Evaluation	$119,960.36
Task 7 - Water Storage, Pumping and Transmission/ Distribution System Evaluation	$186,532.82
Task 8 - Capital Plan Development	$137,593.46
Laboratory and Process Testing Subcontract	$ 10,415.00
Miscellaneous Expenses (reproduction, shipping, etc.)	$ 46,314.00
Total	**$717,208.84**

The above compensation for each task is estimated based on the best information at the time the tasks were developed and will be managed on Not-to-Exceed amount shown above basis. Actual level of effort associated with individual tasks will vary as such this task order is intended to provide flexibility to accommodate such delivery-phase modifications. The Consultant rates are in accordance with the attached fee schedule.

The term of this task order covers a 9-month period starting from the date of receipt of the Notice to Proceed. The completion of the Capital Plan will coincide with the start of the next CIP preparation period.

Task Order 2017-83 is included with this agenda to provide a detailed description of each task. All services proposed in Task Order 2017-83 are in accordance with the Agreement.

Staff recommends approval of Task Order 2017-83 as a multi-year contract from FY2017 through FY2018 to authorize CH2M Hill to update the Water System Capital Plan.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$717,208.84

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Account Number	421-4055-536.68-10, WS1210
Account Name	Software & Other Intangibles
Source of Funds:	Operating Revenue

FUTURE FISCAL IMPACTS FY2017 - FY2018:

FY2017:
AMOUNT REQUIRED: $ 60,000

FY2018:
AMOUNT REQUIRED: $ 657,208.84

TOTAL COST FOR THE MULTI-YEAR CONTRACT: $717,208.84

PREVIOUS ACTION:

On November 11, 2008, Council approved an Agreement with CH2M Hill for Engineering Services for Water Supply, Treatment, Transmission and Distribution Projects effective November 11, 2008 through November 10, 2013. This Agreement has the option to extend the period of performance for three additional two-year renewals. On October 22, 2013, City Council approved the first amendment to the Agreement effective November 11, 2013 through November 10, 2015. On November 10, 2015, City Council approved the second amendment to the Agreement effective November 11, 2015 through November 10, 2017.

Under this Agreement, on January 24, 2012, City Council approved a contract with CH2M Hill for preparation of the Capital Plan for the water system, which included data collection, evaluation of existing systems and prioritization of capital projects based on risk.

RECOMMENDED MOTION:
To Approve Task Order 2017-83 with CH2M to Update the Water System Capital Plan, Project No. WS1210; To Approve as a Multi-year Contract from FY2017 through FY2018; Pending Approval of the FY2018 Budget.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5372028&GUID=854FCB01-2182-49AA-A973-F7A22292C5A0* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa
Task Order 2017-83
City of Cocoa Water System Capital Plan Update FY19 to FY40

As authorized under the Agreement with the City of Cocoa (City), this proposal contains the scope, schedule, and compensation for services to be performed by CH2M HILL to Prepare the *Cocoa Capital Plan Update FY19 to FY40*. The services will be performed under the contract, *Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects System Projects,* between the City of Cocoa and CH2M HILL dated November 11, 2008.

Introduction

The scope of work outlines the work elements needed to update the Capital Plan for the City of Cocoa Water System. The planning period is 21 years; from Fiscal Year 2019 to 2040. Infrastructure considered for this project is organized into categories for water supply, treatment, storage, pumping, and transmission.

The work performed under this scope will incorporate findings of completed work products or works in process by CH2M HILL. CH2M HILL will provide specific services to the City in accordance with the following task descriptions.

Scope of Services

Task 1 – Project Approach & Information Needs Review

Task 1.1 Kickoff Meeting and Collect Existing Data

CH2M HILL will conduct a kickoff meeting at City of Cocoa's office to review the scope, approach, schedule, and data and information needs. CH2M HILL and City will agree to a schedule for delivery of the information and data during the meeting.

Assumptions:

CH2M HILL assumes that City staff will provide the data and information as requested and as are available. CH2M HILL assumes that the data available from the City are accurate and that quantitative data are in electronic format. CH2M HILL will notify the City if there are concerns over the data received and if additional data are needed.

It is anticipated that additional groundwater quality information will be needed. CH2M HILL will prepare a list of additional parameters and sampling locations that would be beneficial for more thorough evaluation of water quality. City staff will obtain water quality data for the additional parameters.

The City has directed that this scope of services will not address impacts of water production for regional entities. Regional impacts due to the possible partnerships will be considered in the future.

Deliverables – Meeting agenda, information needs spreadsheet, and meeting summary memo.

Meetings – One kickoff meeting attended by up to 5 CH2M personnel.

Task 2 –Water Demand Projections

The City water utility serves the communities of Cocoa, Cocoa Beach, Cape Canaveral, Rockledge, Merritt Island, Viera, areas of unincorporated Brevard County, and the large customers of Titusville, Patrick AFB/Cape Canaveral Air Station, Kennedy Space Center, and Port Canaveral. Water demand projections will be developed for the

twenty year planning period. CH2M HILL will work with City Utilities and Planning staff and County planning staff in the development of the service area growth projections.

Information obtained planned developments, potential future wholesale water customers, and anticipated changes to existing water usage/agreements will be included in the demand projections. Water demand projections will be prepared for 5-year increments during the 20-year planning period.

It is assumed that Brevard County, and Port Canaveral represent the highest demand growth potential in Cocoa's system to the extent leading to water demand growth, and that CH2M HILL will contact these entities directly to collect information on the location, type, density, and timing of anticipated growth.

CH2M HILL will analyze historical water billing records, provided by the City, to establish historical water consumption by geographic area and customer type. These usage estimates will be applied to future customers to predict future water demands. An escalation factor will be developed to account for non-revenue water so that billed water consumption matches treated water production needs. This adjustment will be needed for demand input to the water distribution hydraulic model.

Deliverables – Meeting summary reports will be prepared for meetings. CH2M HILL will summarize the results of this task in a Technical Memorandum (TM). The draft TM will be transmitted to the City for review, input and comment.

All TMs prepared under this scope will include recommendations and conclusions where applicable.

Meetings – One meeting with City Planning Department.

- One meeting with County Planning Department.
- One meeting with Port Canaveral representatives.

Assumptions – Each meeting will be attended by 1 CH2M staff member. No meetings are included with potential regional partners. It will be assumed that future use by category will be similar to historic use.

Task 3 – Planning Criteria Development

The planning criteria set by the City will form the basis for this Master Plan. These criteria represent the performance requirements for the water utility in terms of service to customers. CH2M will summarize pertinent information regarding the City's level of service goals including:

- Safe Drinking Water Act (SDWA) regarding existing and potential future regulations
- FDEP Regulations regarding water treatment specific to City groundwater and surface water supplies, capacity requirements (treatment, storage, pumping, backup power, reliability, redundancy)
- SJRWMD Water Supply Planning regarding the SJRWMD's Water Supply Plan.
- Consumptive Use Permit regarding constraints to water supply sources
- Growth Management Planning regarding the existing County Growth Management Plan (GMP) elements that relate to the City of Cocoa and communities that it serves.
- Fire flows

Deliverables - The findings and recommendations of this activity will be summarized in a TM and submitted to City for review and comment.
Meetings – One meeting will be held, attended by 3 CH2M personnel, to review City comments on Tasks 2 and 3.

Task 4 –Risk Prioritization of Assets

The risk prioritization process determines the City's high risk assets for planning purposes. Validation of the current weighting and scoring criteria will be performed in this scope. During the development of the *Cocoa Capital Plan* in 2013, City utility staff assisted with providing the information and methodology necessary to improve the management of its infrastructure assets through the development of a risk-based approach. This methodology, along with asset best management principles and practices, will be reviewed and updated.

Task 4.1 – Review and Update Asset Hierarchy

CH2M HILL will work with the City staff to review and update the multi-level asset hierarchy for the infrastructure assets. The asset hierarchy framework is essential to the risk scoring process. The City's Water System existing asset hierarchy includes 11 asset group levels and over 1,700 individual entries. This task includes:

- Review of the asset hierarchy developed under the recent CMMS implementation project for water treatment, water supply, and distribution pumping and storage. The CMMS approach for asset hierarchy is directed towards operation and maintenance efficiency. The updated CMMS asset hierarchy will be utilized and reduces the need for a full inventory of updated and new assets installed since 2012. The hierarchy structure for risk will need to be adjusted slightly to accommodate the risk-based "drilling-down" scoring process.
- Validating the water distribution infrastructure asset inventory and hierarchy.
- Updating the asset hierarchy in the City's risk workbook spreadsheet (to be used in subsequent tasks) to coincide with the final asset hierarchy created and delivered as part of this task.

Once a draft risk-based asset hierarchy structure is developed, CH2M will facilitate one 1-hour meeting with Dyal staff to go through the overall asset hierarchy for changes in the treatment system, surface water plant, and storage and pumping. Based on the comments from the meeting with Dyal staff, CH2M will deliver a draft updated asset hierarchy prepared in Microsoft Visio to the City. Any comments will be incorporated and a final asset hierarchy will be prepared and submitted.

Deliverables **-** Updated draft and final asset hierarchy.

Meetings **–** Two 1 hour WTP site visits (1 CH2M engineer), one asset hierarchy review meeting attended by up to 4 CH2M personnel.

Task 4.2 – Review and Update Consequence of Failure and Likelihood of Failure Matrices

CH2M will work with the City of Cocoa staff to review and update the consequence of failure (COF) and likelihood of failure (LOF) matrices and scoring systems for the water system. The matrices and scoring systems will be applied to the assets to quantify the relative risk of failure. The matrices need to reflect the City and Utilities' overall vision and goals and set the foundation for determining the water system high-risk assets. The criteria matrices will be reviewed and modified to reflect changes to the City's goals.

Whether or not the matrices' criteria or weighting change, all assets will need to be included in the scoring process. Even if an asset was scored previously, the purpose of the 5-year updated risk prioritization is to reevaluate the water system assets' current consequence and likelihood of failure with the understanding that likelihood and consequence often change over time. The changes may be due to wear and tear, changes in operational and maintenance practices, and changes to the infrastructure from capital improvement projects. CH2M will facilitate one 6 to 8-hour meeting with City staff. The goals of the meeting include:

- Review the current City vision and goals
- Review the existing vertical and linear infrastructure LOF and COF matrices' criteria and weights
- Update the vertical and linear infrastructure LOF and COF matrices to better reflect the current vision and goals
- Validate the newly agreed upon LOF and COF weighting and criteria by scoring high-level asset groups (maximum 20 assets)
- Revise the criteria and weighting based upon scoring of high-level asset groups
- Determine the initial maximum relative risk score.

Deliverables **-** Revised consequence and likelihood of failure matrices for water assets.

Meetings **–** One 6 to 8 hour meeting attended by up to 4 CH2M personnel.

Task 4.3 – Review and Update Risk Assessment

CH2M will meet with City staff (three 6-hour meetings) to evaluate and rescore the vertical assets and any new assets for groundwater, surface water and supply and distribution. This will include:

- Starting at the highest level for each vertical asset hierarchy (treatment, supply, and distribution storage and pumping), scoring each asset group at each level for consequence and likelihood of failure. The maximum relative risk score will guide the scoring process. Each asset group that scores above the agreed upon maximum relative risk score will be "drilled down" and scored at the next asset group level. This process continues until either the high risk individual asset(s) is identified or the asset or asset group risk score is below the maximum relative risk score.
- Continuously reevaluating the maximum relative risk score during the scoring process to ensure it provides adequate opportunities during the scoring process to validate high risk assets.
- Scores will be recorded in the working risk workbook and comments will be included to explain reasoning behind scores for individual criteria.

Linear assets will be scored through an automated process using accepted linear risk-based modelling software available through CH2M. The following items will be included:

- The most recent version of the water system GIS database provided by the City will be used.
- Topology and attribute table formats will be edited as necessary to accommodate the needs of the model.
- The City's agreed upon linear LOF and COF criteria and weighting will be input to the model.
- The LOF and COF criteria and weighting will be assigned to each pipe segment through the model and a shapefile with assigned risk scores is generated.

CH2M HILL will prepare and submit the top 20 high risk vertical and top 20 high risk linear assets for review with the City.

The City's risk notebook will be updated as needed to reflect any changes and finalized.

Deliverables **-** Draft and final prioritized list of high risk vertical and linear assets. Final risk workbook with updated weighting, criteria, and scores. Shapefile of linear assets with assigned risk scores.

Meetings **–** Three 6-hour risk assessment meetings (up to 3 CH2M personnel each). One 2 hour concerns resolution meeting (up to 2 CH2M personnel).

Task 4.4 – Review and Update Risk Reduction Options

CH2M will review the risk assessment and level of confidence for physical condition scores and prepare a list of recommended risk reduction options. CH2M will facilitate one 6-hour meeting with City staff. The meeting will include:

- Reviewing the top 20 vertical and 20 linear high risk asset list and recommended risk reduction options for each critical asset.
- Identifying risk reduction options for each critical asset.

CH2M will prepare a list of the high risk assets discussed at the meeting and a description of the risk reduction options. Potential risk reduction areas and projects will be evaluated further in Tasks 5 through 7.

Deliverables **–**

- A list of risk reduction options for high-risk assets.
- Documents prepared for Task 4 will be compiled into a single TM and submitted to City for review and comment.

Meetings **–** One 6 hour meeting (2 CH2M personnel).

Assumptions -By nature, the linear and vertical asset scoring process involves slightly different criteria. If the top 20 high risk assets has less than 6 linear or less than 6 vertical assets included, then additional prioritized vertical or linear assets will be included so that there will be a minimum of 6 for each include in this exercise.

Task 5 – Supply System

Task 5.1 – Groundwater

Task 5.1.1 – State of the Wellfield

CH2M HILL will summarize available information on the existing wellfield system, CUP conditions, and known conditions and issues. This will include:

- Wellfield operations including well operations, raw water main operations, main breaks, single points of failure, and well access constraints including access land ownership.
- Physical condition and hydraulic capacity of the wells and well pumps from the *Fixed Asset Inventory and Condition Evaluation* report.
- Groundwater quality assessment published from the USGS and from City.
- Projects in-progress.

Task 5.1.2 – Raw Groundwater Transmission System Hydraulic Model Update

The City operates an extensive raw groundwater supply and transmission system that conveys water from 47 water supply wells drawing from two aquifers through 18 miles of multiple and parallel pipes to the Wewahootee WTP. The existing model will be updated to evaluate pipeline hydraulics and alternatives to increase reliability and reliability of the raw water main transmission network

The update to the model will include input of the latest water quality data, pump performance data, flow meter records, and raw water main configuration. Limited investigation of well pump and wellfield operations will be provided to compare the results of the model with the field operations to identify specific segments for improvement or areas suspected to have closed valves and/or incorrect connectivity. Investigation will be limited to preparing a plan field testing on the raw groundwater conveyance system. Two days of on-site observation will be provided. All equipment operation and inspections will be conducted by City staff. Additional flow and pressure recording, if needed to test model, will be obtained by the City.

Task 5.1.3 – Capacity Analysis

CH2M will evaluate the capacity of existing water supply system to meet projected demands. CH2M will identify and characterize risks to the sustainability and resiliency of the water supply. Water availability and the sustainability of the source will be estimated for the planning period. An estimate of sustainable capacity versus projected capacity needs will be prepared and any shortfall in supply will be quantified. If needed, CH2M HILL will identify potential wellfield expansion, replacement and/or renewal and replacement (R&R) alternatives for the planning period. CH2M will develop capital projects to address capital and R&R needs.

Task 5.1.4 – Regulatory Compliance Review

The water supply system will be reviewed for compliance with regulatory requirements from Task 3 including CUP compliance and FDEP regulations. The wellfield will be reviewed for compliance with FDEP regulations including capacity requirements and backup power. Inspection of wellfield facilities will not be conducted by CH2M HILL under this task.

The impacts of pending or anticipated future regulatory changes will be reviewed and potential approaches to achieving compliance will be identified.

Deliverables **-** Technical Memorandum summarizing findings of Task 5.1.

Meetings **-** One day trip to review hydraulic model piping, valving, and well configurations. Two days on site to support field investigations (one CH2M staff member). One review meeting for summary Technical Memorandum (up to 4 CH2M personnel).

Assumptions - Field testing of the well pumps is not included in scope. C-factors for the pipelines developed from previous work will be used in the model.

Task 5.2 – Surface Water

Task 5.2.1 – State of the Surface Water Supply System

CH2M HILL will summarize the existing surface water supply system, CUP conditions, and known conditions and issues, and identify needed improvements or projects based on capacity and regulations. These will include incorporating and expanding available information on:

- Operations of the surface water supply system
- Physical condition and hydraulic capacity condition of the intake system from *Fixed Asset Inventory and Condition Evaluation* report.
- Taylor Creek Reservoir (TCR) capacity with the current and potentially revised operating schedule. The SJRWMD is conducting a project to evaluate the condition of the L-73 berm and the potential to make improvements to increase the yield of the reservoir. CH2M HILL will contact the SJRWMD staff to gather information on the progress of the project, and potential conclusions and recommendations relevant to the capacity of the reservoir for the City of Cocoa's purposes and the purposes of other water supply utilities in the Central Florida area.
- Water quality data collected as part of regulatory compliance and routine operations of the surface water treatment system. The water quality parameters of the historic data may not be sufficiently broad to include parameters relevant to treatment process evaluation. CH2M HILL will compare available parameters to those desired for treatment process evaluation and compile a list of additional parameters and sampling locations that may be needed. City staff will obtain water quality data for the additional parameters.

Task 5.2.2 – Capacity Analysis

CH2M will determine the capacity of existing surface water supply system to meet projected demands. CH2M will identify and characterize risks to the sustainability and resiliency of the water supply. Water availability and the sustainability of the source will be estimated for the planning period. An estimate of sustainable capacity versus projected capacity needs will be prepared and any shortfall in supply will be quantified. If needed, CH2M HILL will identify potential expansion and/or renewal and replacement alternatives for the planning period. CH2M will develop capital projects to address capital and R&R needs.

Task 5.2.3 – Regulatory Compliance Review

The surface water supply system will be reviewed for compliance with regulatory requirements from Task 3 including CUP compliance and FDEP regulations. The facilities will be reviewed for compliance with FDEP regulations including capacity requirements and backup power.

The impacts of pending or anticipated future regulatory changes will be reviewed and potential approaches to achieving compliance will be identified. If needed, new projects will be identified in response to these changes.

Deliverables **-** Technical Memorandum summarizing findings of Tasks 4.1 and 4.2.

Meetings **-** One review meeting for summary Technical Memorandum (up to 3 CH2M personnel).

Assumptions **-** A hydraulic conveyance model for the TCR system will not be developed. Site visits will not be conducted.

Task 6 – Water Treatment Evaluation

Task 6.1 – Evaluation of Groundwater Pretreatment at Wewahootee WTP

Pretreatment of groundwater at the Wewahootee WTP reduces hydrogen sulfide. The application of chlorine at the site produces regulated contaminant disinfection byproducts (DBPs). The role that chlorine treatment plays DBP formation will be characterized under this scope. The capacity of the Wewahootee WTP to meet projected demands will be evaluated.

Task 6.2 – Evaluation of Groundwater and Surface Water Treatment at Dyal WTP

CH2M HILL will review the treatment processes and capacity of the Dyal surface water treatment process and identify improvements and/or process changes necessary to meet the capacity and water quality goals for the planning period.

Task 6.2.1 - Evaluation of Potential Operational Enhancement Opportunities

Potential opportunities to improve treatment at Wewahootee and Dyal WTPs will be evaluated under this task. A senior water treatment process engineer, specializing in lime softening treatment, will conduct a 2-day visit to the site to inspect facilities and operations, review operating data, and identify potential treatment enhancement opportunities and draft a testing plan.

Task 6.2.1.1 - Preliminary Data Review

Cocoa will provide raw water quality data for locations throughout the groundwater and lime softening treatment process including chemical dosing, lime addition, clarifier performance, chlorine and ammonia addition, pH adjustment, and stability chemical addition. CH2M HILL will review existing water quality, operational, and design information for:

- Raw water data from individual wells and TCR
- WTP operations to include chemical addition locations and dosing rates
- WTP water quality at outlet of unit processes – Groundwater: Wewahootee WTP, clarification, recarbonation, filtration, clearwell, POE; and Surface Water: Flocculation/Sedimentation, ozonation.
- Past records for jar testing, bench scale and pilot testing.

Data gaps for field/laboratory testing will be identified and a plan will be prepared to obtain needed data. Where the gaps can be filled by City resources (staff, laboratory), City will be responsible for obtaining the required data.

Deliverables - Written data request, Technical Memorandum summarizing data analysis, gap identification, and plan for obtaining data for modeling and testing.

Meetings - One meeting to review data gathering plan and establish roles and responsibilities (up to 3 CH2M personnel). One 2 day site visit by senior process engineer.

Task 6.2.1.2 - Conduct Field and Laboratory Testing

CH2M HILL will prepare a test plan for on-site testing by CH2M HILL's subconsultant Test America. Preliminarily, the following investigations related to improved WTP operations are planned but are subject to change based upon recommendations of process engineering staff after a site visit and review and evaluation of current operations:

- Calcium deposition on lime softening filters - Test water stability and optimum alkalinity speciation when operating at a lower (neutral) pH.
- Impact of Cal Flo product on turbidity if used for pH increase after groundwater filters.
- Sulfuraetor biological "sludge" impact on DBP formation – Establish the relationship between "sludge" in Sulfuraetor tank and DBP formation. Test DBP formation at pH levels similar to those in the reactor/clarifiers.

- Surface water WTP coagulation and clarification performance increase – Test polymer and coagulant dosing, pH control, mixing efficiency, consider seasonal variations in reservoir water quality – Current operations are not achieving 12 mgd design capacity.
- Chloramine decay rates through Dyal WTP and water transmission system at current POE pH (for hydraulic water quality model).
- Determining DBP formation potential if ammonia dosing is moved to finished water storage tanks (for consideration in regional system treatment scenario)
- Verify ammonia-to-chlorine dosages for chloramine formation and prevention of free ammonia.
- Impacts of conversion to sodium hypochlorite and ammonium sulfate on pH, sodium, and sulfate concentrations.
- Test role of potato starch in TTHM formation.

As part of the testing plan, an effort will be made to track the TTHM formation of up to 3 "batches" of water as they move through the Wewahootee WTP, raw water mains, and Dyal WTP.

The testing data will be analyzed and CH2M will prepare recommendations on further actions to correct deficiencies that are discovered.

Deliverables **-** Technical Memorandum containing testing plan and schedule.

Meetings – On site services will be provided by one CH2M process analyst. CH2M's subcontractor Test America will perform testing. Up to 5 days of on-site testing will be provided during a single trip to Dyal WTP. 2 days of on-site services will be provided by a senior technologist/operations specialist to review the current facilities and operations and provide coordination with the lab process testing team.

Assumptions **–** The lab personnel testing plan will be developed after the evaluation by the senior process engineer. The list of testing above is subject to revision and will be tailored to focus on the greatest opportunities for operations improvements and enhancement. If needed, City lab testing resources may be needed to conduct supplementary testing.

Task 6.3 – Capacity Analysis

CH2M will evaluate the capacity of the Wewahootee and Dyal WTPs to meet projected demands. CH2M HILL will identify potential expansion, replacement and/or renewal and replacement (R&R) alternatives for the planning period. CH2M will document in-progress and planned projects and develop new capital projects to address capital and renewal and replacement (R&R) needs including the current Electrical and Instrumentation (E&I) project list developed by CH2M HILL.

Task 6.4 – Regulatory Compliance Review

The water treatment system will be reviewed for compliance with regulatory requirements from Task 3 including sludge residuals. The system will be reviewed for compliance with FDEP regulations including capacity requirements and backup power. A walk-through Inspection of WTP facilities will be conducted by CH2M HILL under this task.

The impacts of pending or anticipated future regulatory changes will be reviewed and potential approaches to achieving compliance will be identified.

Deliverables – Draft TM for testing, capacity analysis, and regulatory review. The testing TM will include the technologies considered, methodology for testing, and testing results. The technical report will conclude with the selection of one or more technologies and/or operational adjustments to correct deficiencies.)

Meetings - One day trip for inspection of Dyal and Wewahootee WTPs (one CH2M staff member). One review meeting for summary TM including testing and evaluations (up to 3 CH2M personnel).

Task 7 – Water Storage, Pumping, and Transmission/Distribution System Evaluation

The water distribution system evaluation began in FY16 with Phase 1 that consisted of data collection, geocoding of data, and a preliminary review of GIS database connectivity and topology. Phase 1 included a technical memorandum (TM) that summarized Phase 1 activities, defined Phase 2 activities, and presented potential optimization options. The Phase 1 TM was reviewed with the City on October 20, 2016 and review comments pertaining to Phase 2 activities have been incorporated into this scope. Task 7 continues the Phase 1 effort and consists of four Phase 2 tasks: the grid main hydraulic model update and calibration, system performance evaluations, operational and control optimization studies, and a summary of pumping, storage, and distribution improvement projects. This task will conclude with identification of capital and operational improvements within the distribution system, including the City's Dyal high service pumps, three booster pump and storage facilities, and ASR wells.

Task 7.1 – Grid Main Hydraulic Model Update and Calibration

The grid main hydraulic model update and calibration task consists of four activities: geospatial network construction, demand allocation, field verification of SCADA output, and model calibration. Each of these activities and the associated workshop and TM are discussed below.

Task 7.1.1 – Geospatial Network Construction

As discussed in the Phase 1 TM, the following tasks will be implemented to create a new geospatial network for the hydraulic model:

- Importing the latest GIS database and modifying/updating the features as discussed in the Phase 1 TM.
- Analyzing the imported GIS network for connectivity between pipelines and resolving anomalies.
- Updating system facilities, including pumps and tanks, with data collected during Phase 1.

Task 7.1.2 –Demand Allocation

The following demand allocation tasks will be conducted:

- In Phase 1 of the FY17 hydraulic modeling, the 2015 total annual average consumption provided by the billing department was compared to the total annual production of the Dyal WTP. Phase 1 noted that there is a significant difference between the 2015 billing data and the 2010 billing date that was utilized in preparing the 2012 hydraulic model. This difference will be investigated as part of the Phase 2 demand allocation efforts. A correction factor will be applied to the billing data to create a total demand equal to the water produced at the Dyal WTP.
- In Phase 1, the billing records were analyzed and a list of the top users was created. In Phase 2, this list will be compared to the list of top users as determined during the development of the 2012 hydraulic model. The results of this comparison will be discussed with the City through a conference call. City recommended modifications to the billing data will be reflected in the updated demand data.
- The adjusted demands will be geocoded and allocated to the nearest pipe. The difference between water produced and water billed will be calculated and the difference will be applied to the water demands input to the model. The total of the demands and the water loss will equal the water produced at the Dyal WTP.
- Growth projections will be incorporated into the model as distinct demand sets at the following years: 2025, 2030, and 2040.

Task 7.1.3 – Field Verification of SCADA Output

The City's SCADA system has expanded significantly since the original hydraulic model was created in 2012. The information provided by the current SCADA system for hydraulic model calibration includes flow, pressure, chemical usage, and tank levels measurement as well as some water quality parameters. This task includes field calibration and verification of SCADA output for the equipment/instrumentation listed below. CH2M staff will assist City staff with these activities which are anticipated to last three days.

- Pump curves
  - Dyal high service pumps
  - Viera booster pumps
  - Banana River booster pumps
- Master flow meters
  - Dyal finished water flow meter
  - Viera flow meter
  - Banana River flow meter
- Storage tank levels
  - Dyal ground storage tanks (2)
  - Elevated tank
  - Viera ground storage tank
  - Banana River storage tanks (2)
- Chemical tank levels
  - Viera hypochlorite tank
  - Banana River hypochlorite tank
- Chemical pumps
  - Viera chlorine pump
  - Banana River chlorine pump

Task 7.1.4 – Model Review and Calibration Workshop

CH2M will develop a preliminary 2017 hydraulic model using a combination of information obtained from 2012 modeling efforts, SCADA data, billing records, and the City's updated GIS database as discussed above. The model results and potential discrepancies in model calibration will be reviewed and discussed with City Staff in a Model Review and Calibration Workshop. The goal of this workshop will be to address discrepancies in the model such as system connectivity, missing data, and/or unexpected system pressure results. This workshop will conclude with a list of field investigations to be performed by the City. Examples of the field investigations are as follows:

- Fire flow testing
- Investigation of valves suspected of being in closed position
- Temporary installation of pressure loggers
- Verification of pipe diameter/material

CH2M will provide a field test plan and on-site support of field investigations. The test plan will include a brief summary of field test activities, detailed GIS location maps, City staffing needs, and a preliminary schedule. A summary of the results of the field testing will be included in the Model Calibration Report.

Task 7.1.5 – Model Calibration Report

Once the results of the field investigations have been incorporated into the 2017 hydraulic model, CH2M will summarize the field testing and model calibration results in a draft TM for the City's review. Review comments received from the City within a two week period after the draft document is submitted will be incorporated into the final version of the TM.

Deliverables – Field Test Plan. Model calibration report.

Meetings - Model Review and Calibration Workshop attended by up to 4 CH2M personnel.

Assumptions -

- CH2M will provide two staff to assist City staff in verifying and calibrating instrumentation at the Dyal WTP and the booster pump stations.
- CH2M will provide SCADA programming support in modifying asset ranges within the City's existing SCADA system. Any additional instrumentation calibration, i.e. process control instrumentation and chemical analyzers, will require a modification to this Task Order.

- The City will provide personnel to install pressure recorders on select hydrants and will remove equipment after the testing is completed as needed for model calibration. A maximum of 12 sites are anticipated for pressure recording for a maximum duration of 7 days.

- CH2M will assist City staff with field activities required to address model discrepancies. The actions may include investigating and fixing a closed or partially closed valve, verification of pipe networks, verification of pipe diameter/material, etc. These field activities are expected to last a maximum of three days.

Task 7.2 – Distribution System Performance Review

The calibrated hydraulic model will be utilized to evaluate the performance of the distribution system as it relates to both system capacity and water quality. This task will begin with a Performance Criteria Workshop to review and update the system performance and water quality criteria developed in 2012. The updated criteria will be incorporated into the evaluations and summarized in the TMs discussed below.

Task 7.2.1 – System Capacity Evaluation

CH2M will perform a capacity study of the City's distribution system using the calibrated hydraulic model. The study will evaluate service pressures, hydraulic gradients, and other characteristics to determine whether hydraulic performance is within ranges defined during the Performance Criteria Workshop under both current and future demand conditions at the following years: 2025, 2030, and 2040.

CH2M will perform hydraulic analyses for the current year and the 2040 time horizon for both maximum day flow with fire flow and peak hour flow. The criteria updated in the Performance Criteria Workshop will be used to serve as a guide for evaluating system deficiencies, identifying issues or concerns relative to the criteria, and for capital improvement planning. System capacity improvement projects and recommendations will be based on the 2040 demand conditions.

Hydraulic performance issues will be evaluated and potential solutions provided to the City in a System Performance Review Workshop and summarized in a draft TM. It is anticipated that the workshops and reports for the system capacity study (Task 7.2.1) and water quality evaluation (Task 7.2.2) will be combined.

7.2.2 - Water Quality Evaluation

Review of the information collected during Phase 1 of this modeling effort revealed no significant changes in system operation and demand pattern, which suggests that there will be minimal impact on the chlorine decay rates determined in 2012. However, the City is presently evaluating the water quality impacts of increasing the pH of the finished water leaving the Dyal WTP during the summer months. A bench-top test of the chlorine decay rates at the higher pH will be performed under Task 6.

Two water quality simulations of the updated hydraulic model will be performed; the first one will be based on the 2012 chlorine decay rates and the second one will be based on the chlorine decay rates at the higher pH. The results will be compared with system water quality sampling results for model validation. Depending on the results of this comparison, adjustment to the water quality parameters and bench-top testing of chlorine decay rates may be needed to refine the model accuracy.

CH2M will perform two water quality modeling scenarios as described above and provide the analyses as follows:

- Identify areas in the system model predicting low chlorine residual and/or excessive water age
- Identify sites for additional monitoring for chlorine residual
- Estimate target values for chloramine dosages at the Dyal WTP and storage/re-pumping facilities

CH2M will review the results of the water quality modeling to develop capital and operational alternatives to improve water quality such as main looping of the system, turnover in water storage tanks, replacing older water mains, or developing interconnections with other municipalities. Water quality analysis and potential improvements will be provided to the City in a System Performance Review Workshop and draft summary TM. It is anticipated that the workshops and reports for the system capacity study (Task 7.2.1) and water quality evaluation (Task 7.2.2) will be combined.

A final Distribution System Performance Summary TM will be provided within two weeks of receiving City comments on the draft TM and will include City comments from the System Performance Review Workshop.

Deliverables – Distribution System Performance Summary TM

Meetings – Performance Criteria Workshop, System Performance Review Workshop (each attended by up to 4 CH2M personnel).

Task 7.3 – Summary of Distribution Projects

In 2016, CH2M HILL began assisting the City with compiling pipeline condition assessment data accumulated over the past 10 years. This data included water quality complaints, main break and service calls, pipe condition assessment data, and leak detection survey results. This data was geocoded and assigned to specific service areas (such as subdivisions and commercial developments) in order to determine the areas of the distribution system at risk. With the City's assistance, a weighted scoring system was created to prioritize at risk portions of the distribution system. A preliminary review of this compilation and associated scoring has been completed. Review comments are presently being incorporated into the compiled assessment data and a final list of distribution risk areas is being developed under Task Order 2017-77 WFO Program Support.

CH2M will review the projects recommended in Tasks 7.1, 7.2, and 7.3 and combine them with the distribution risk areas to create a preliminary list of distribution improvement projects recommended for the FY18-FY22 CIP. A list of potential distribution improvements projects will be summarized in a draft TM. A Distribution Projects Summary Workshop will be held with City Staff to review the draft TM and solicit feedback from City Staff. The Workshop will result in a list of up to ten distribution improvement projects requiring further field investigations. CH2M will then accompany City Staff in visiting the project sites to review the recommended improvements, evaluate potential pipe routes, and note any possible project challenges. These site visits are anticipated to last three days. A final Summary of Recommended Distribution Improvements TM will be provided within two weeks of receiving City comments on the draft TM and will include City comments from the Distribution Projects Summary Workshop and subsequent project site visits.

Deliverables – Summary of Recommended Distribution Improvements TM

Meetings – Distribution Projects Summary Workshop attended by up to 4 CH2M personnel.

Assumptions - CH2M will provide one staff member to accompany City Staff on project site visits. These field activities are expected to last a maximum of three days.

Task 8 – Capital Plan Development

As the final task under this project, CH2M HILL will update the Capital Plan to document the results of the project and identify the roadmap of planned capital/R&R improvements.

Task 8.1 – Capital Planning

Capital improvement projects will be developed to address needed improvements to reduce risk of asset failure, increase capacity, accommodate future demands, improve water quality and pressure, and meet anticipated regulatory requirements. The asset hierarchy and LOF/COF findings (Task 4) will be combined with the candidate capital and operational projects identified above and a list of prioritized projects will be developed.

Task 8.1.1 – Review and Update Performance Criteria and Weighting

In this task, CH2M will work with the City's utility staff to review the existing performance criteria and their associated weighting to determine if they need to be modified or updated. CH2M will review the prioritization framework and ensure that it reflects the values of the City and the water utility. CH2M will facilitate one 3-hour meeting to review the performance criteria and weighting.

Once the performance rescoring and weighing is finalized, CH2M and City staff will facilitate one 6 hour workshop to score, and rescore, the recommended projects.

Deliverable **-** Updated performance criteria categories and associated criteria weighting and prioritization scores of recommended projects.

Meetings – Performance criteria review meeting. Meeting to score new projects and re-score existing projects, if needed. Attended by up to 3 CH2M personnel.

Task 8.2 – Capital Plan Report

CH2M HILL will prepare the Capital Plan to document the complete findings, results, and recommendations of the project scope as contained herein. The plan will contain an executive summary section in the final report. A list of projects by fiscal year will be developed. The estimated available annual funds will be based on information from the City of Cocoa and its financial consultant.

Capital cost estimates will be prepared at a Class 4 level based on the Association for the Advancement of Cost Engineering, which applies a potential range of -30 percent to +50 percent to the estimate.

Deliverables – A final draft report containing the entire scope of this task order will be delivered to the City for review. Ten copies and one electronic copy of the draft report will be delivered. After resolution of review comments, ten copies and one electronic copy of the final report will be delivered.

Meetings – Two review meetings will be held; one for Field Operations Division comments and one for Treatment and Supply Division comments. Each meeting will be attended by up to 3 CH2M personnel.

Assumptions – Customer service rate or funding analysis will not be conducted under this scope. The analysis will be conducted during the FY19 CIP Validation project after completion of this *Capital Plan Update*.

Schedule

This Task Order will be completed over a 10-month period from the date of receipt of Notice to Proceed as shown on Attachment A - Schedule.

The schedule assumes that the City will complete its review of draft deliverables within 2 weeks of receipt from CH2M. The start of most scope activities is dependent on the resolution and acceptance of the predecessor activity by the City.

Compensation

The total compensation for this Task Order is shown in the following table.

Task	Task Title	Labor Hours	Labor Fee	Expenses & Subcontracts	Total Fee
1	Project Approach & Information Needs Review	176	$25,437.78	$250.00	$25,687.78
2	Water Demand Projections	224	$31,461.48	$225.00	$31,686.48
3	Planning Criteria Development	128	$17,202.20	$200.00	$17,402.20
4	Risk Prioritization of Assets	622	$88,974.12	$2,560.00	$91,534.12
5	Water Supply Evaluation	316	$53,317.62	$215.00	$53,532.62
6	Water Treatment Evaluation [1]	700	$119,960.36[1]	$27,615.00[1]	$137,160.36[1]
7	Water Distribution, Storage and HSP System Planning	1,134	$186,532.82	$22,724.00[2]	$209,256.82
8	Capital Plan Development	904	$137,593.46	2,940.00	$140,533.46
T□ □□		4,204	$660,479.84	$56,729.00	$717,208.84

[1] Task 6 labor, expenses, and subcontracts will be billed on a Time and Materials basis.

[2] Task 7 expenses and subcontracts will be billed on a Time and Materials basis.

The levels of effort for tasks are estimates based on the best information available at the time of task order development. Compensation for the services authorized under this task order will be provided on a Lump Sum basis amount of $546,909.48 plus a Time and Materials amount of $170,299.36 for Task 6 and expenses on Task 7. The total compensation will not exceed $717, 208.84. Should scope adjustments be requested during performance of the work, an amendment shall be negotiated and processed by the City. Consultant's rates are shown in Attachment B. The Level of Effort is shown in Attachment C.

Attachments

A - Schedule

B – CH2M HILL per Diem Schedule

C – Level of Effort

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for CH2M HILL
By _____	By _____
Title _____	Title Vice President
Date _____	Date August 08, 2017

Attachment A - Schedule
Task Order 2017-xx
City of Cocoa Water System Capital Plan Update FY19 to FY40

	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				Month 7				Month 8				Month 9			
Task 1 – Project Approach & Information Needs Review																																				
Kick Off Meeting		M																																		
Task 2 –Water Demand Projections																																				
City Planning Department.			M																																	
County Planning Department			M																																	
Port Canaveral representatives				M																																
Technical Memorandum							D																													
Task 3 – Planning Criteria Development																																				
Technical Memorandum							D																													
Review Meeting - TMs Task 2 & 3								M																												
Task 4 –Risk Prioritization of Assets																																				
Task 4.1 – Review and Update Asset Hierarchy						M				M																										
Task 4.2 – Update Consequence of Failure and Likelihood of Failure Matrices							M																													
Task 4.3 – Review and Update Risk Assessment								3M		M																										
Task 4.4 – Review and Update Risk Reduction Options											D	M																								
Task 5 – Supply System																																				
Task 5.1 – Groundwater - Wellfield, Raw Water Transmission Model, Capacity, Regulatory																		D		M																
Task 5.2 – Surface Water - Supply, Capacity, Regulatory																		D		M																
Task 6 – Water Treatment Evaluation																																				
Task 6.1 – Evaluation of Groundwater Pretreatment at Wewahootee WTP								M																												
Task 6.2 – Evaluation of Groundwater and Surface Water Treatment at Dyal WTP																M																				
Task 6.3 – Capacity Analysis																																				
Task 6.4 – Regulatory Compliance Review																									D		M									
Task 7 – Water Storage, Pumping, and Transmission/Distribution System Evaluation																																				
Task 7.1 – Grid Main Hydraulic - Geospatial, Demands, SCADA Verification, Calibration Report							M						D		M																					
Task 7.2 – Distribution System Performance - Capacity, Water Quality										M											D		M													
Task 7.3 – Summary of Distribution Projects																										D		M								
Task 8 – Capital Plan Development																																				
Task 8.1 – Capital Planning, Scoring																														M						
Task 8.2 – Capital Plan Report																																D		2M		

D **Draft Document Submitted**
M **Meeting**

ATTACHMENT B

CH2M HILL Per Diem Schedule

Classification	Description	2012 Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

1. Billing rates are for Year 2017.
2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis task orders and City will be billed based on actual hours by category designated for an individual employee.

Attachment C - Level of Effort
Task Order 2017-xx
City of Cocoa Water System Capital Plan Update FY19 to FY40

City of Cocoa Water System Capital Plan Update FY19 to FY40

		TASK										
		Project Approach & Information Needs Review	Water Demand Projections	Planning Criteria Development	Risk Prioritization of Assets	Supply System	Water Treatment Evaluation	Water Storage, Pumping, and Transmission/Distribution System	Capital Plan Development			
		1	2	3	4	5	6	7	8	Total		
Team Member	**Per Diem Schedule Description**	**Hours**								**Hours**	**Rate**	**Amount**
Project Manager	Principal	16	36	20	68	20	100	50	170	480	$199.17	$95,602
Senior SCADA Engineer	Senior Reviewer/Consultant						24		20	44	$199.17	$8,763
Senior Electrical Engineer	Senior Reviewer/Consultant					6	40		4	50	$199.17	$9,959
Senior Process Engineer/Senior Modeler	Senior Professional Engineer/Scientist/Consultant	16	8	4	16	130	150	386	28	738	$188.40	$139,039
Senior Water Resources Specialist	Senior Reviewer/Consultant	6	20	8		40			4	78	$199.17	$15,535
Senior Tramsmission Specialist/Consultant	Senior Reviewer/Consultant							32	4	36	$199.17	$7,170
Engineer - CIP manager	Mid- Level Professional Engineer/Scientist/Consultant	16			140				162	318	$166.44	$52,928
Senior Transmission Engineer	Mid- Level Professional Engineer/Scientist/Consultant	6	16	8		40		265	56	391	$166.44	$65,078
Process Specialist	Mid- Level Professional Engineer/Scientist/Consultant						290	16		306	$166.44	$50,931
Cost Estimator	Professional Engineer/Scientist/Consultant/Project Manager								80	80	$138.96	$11,117
Transmission Engineer	Junior Professional Engineeer/Scientist/Consultant	8	80	36	230			80	300	734	$120.84	$88,697
Publications/Editor	Junior Professional Engineeer/Scientist/Consultant	8	16	16	16	16	16	16	16	120	$120.84	$14,501
Graphics Technicial	Construction Manager/Senior Technician		12	4		24	40	40	16	136	$125.06	$17,008
GIS Technician	Mid- Level Professional Engineer/Scientist/Consultant				80	8		105	4	197	$166.44	$32,789
SCADA Specialist	Professional Engineer/Scientist/Consultant/Project Manager							80		80	$138.96	$11,117
Data Analyst	Professional Engineer/Scientist/Consultant/Project Manager	64								64	$138.96	$8,893
Quality Control Reviewer	Senior Reviewer/Consultant	8	4	4	8	4	8	8	8	52	$199.17	$10,357
Admnistrative Assistant; Document Processor	Office	28	32	28	64	28	32	56	32	300	$69.99	$20,997
	Hour Subtotals:	**176**	**224**	**128**	**622**	**316**	**700**	**1,134**	**904**	**4,204**		
	Labor Subtotals:	**$25,437.78**	**$31,461.48**	**$17,202.20**	**$88,974.12**	**$53,317.62**	**$119,960.36**	**$186,532.82**	**$137,593.46**			**$660,479.84**
	Laboratory & Process Testing Subcontract						**$10,415.00**					**$10,415.00**
	Miscellaneous Expenses (repro, shipping, etc.):	**$250.00**	**$225.00**	**$200.00**	**$2,560.00**	**$215.00**	**$17,200.00**	**$22,724.00**	**$2,940.00**			**$46,314.00**
	Task Total:	**$25,687.78**	**$31,686.48**	**$17,402.20**	**$91,534.12**	**$53,532.62**	**$147,575.36**	**$209,256.82**	**$140,533.46**			**$717,208.84**

Approved By Council on
11/10/2015 Item V.6

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

BID NO. RFQ-08-27-COC

This amendment to the purchase agreement for Consulting Services for Water Supply, Treatment, Transmission & Distribution System is made and entered into as of September 19, 2013 by and between the **City of Cocoa** and **CH2M Hill Engineers, Inc., a Delaware Corporation, 225 East Robinson Street, Suite 505, Orlando, Florida 32801**.

The original agreement, entered into on November 11, 2008, is hereby amended to renew the 2nd of 3 renewal options available under the agreement for twenty-four (24) additional months, fulfilling the same terms and conditions in the original contract documents with the revised schedule of rates in **Exhibit-A** (attached), commencing on November 11, 2015 and terminating on November 10, 2017.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

CH2M HILL ENGINEERS, INC.

By: Brenda van Ravenswaay
(Name) Printed

Vice President
(Title)

Signature 9/16/15
Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature 11-10-15
Date

CC: Carie Shealy, City Clerks
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT "A"
CH2M HILL RATE SCHEDULE

Classification	DESCRIPTION	RATE
Engineer 9	Principal	**199.17**
Engineer 8	Senior Reviewer/Consultant	**199.17**
Engineer 7	Senior Project Manager	**199.17**
Engineer 6	Senior Professional Engineering/Scientist/Consultant	**188.40**
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	**166.44**
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	**138.96**
Engineer 3	Junior Professional Engineer/Scientist/Consultant	**120.84**
Engineer 2	Project Engineer/Scientist/Consultant	**101.84**
Engineer 1	Junior Project Engineer/Scientist/Consultant	**95.27**
Engineer 0	Engineering Intern	**85.28**
Technician 5	Senior Construction Manager/Senior Designer	**155.59**
Technician 4	Construction Manager/Senior Technician	**125.06**
Technician 3	Senior Construction Inspector	**111.34**
Technician 2	Construction Inspector/Technician	**86.17**
Technician 1	Junior Construction Inspector/Junior Technician	**76.53**
Technical Aide	Technical Aide	**66.56**
Office	Office/Project Administration	**69.99**

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this renewal amendment #2 from November 11, 2015 to November 10, 2017.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and City will be billed based on actual hours by category designated for an individual employee.

4. CH2M HILL reserves the right to request annual rate modifications for future years under this agreement. Rate modifications must be agree to an approved by both parties.

Approved by Council on 10/22/2013 Item VIII.4

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-08-27-COC

This amendment to the purchase agreement for Consulting Services for Water Supply, Treatment, Transmission & Distribution System is made and entered into as of September 19, 2013 by and between the City of Cocoa and **CH2M Hill Engineers, Inc., a Delaware Company, 225 East Robinson Street, Suite 505, Orlando, Florida 32801.**

The original agreement, entered into on November 11, 2008, is hereby amended to renew the 1 st of 3 renewal options available under the agreement for twenty-four (24) additional months, at the same terms, and conditions commencing on November 11,2013 and terminating on November 10,2015 except for the following underlined changes to Article 2.1 of the first paragraph only:

> 2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum fee to accomplish the task **with a detailed cost breakdown based on hourly rate schedule attached hereto as "Attachment B",** and send the thus developed "Task Proposal" to the City. If a site visit by Engineer is needed to generate the scope document, Engineer shall request approval prior to visiting the site.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

CH2M HILL ENGINEERS, INC.

By: Francois Didier Menard
(Name) Printed

Vice President
(Title)

FRANCOIS MENARD 10/9/13
Signature Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature Date

CC: Joan Clark, City Clerks
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

Attachment B
CH2M HILL FY 2014 Per Diem Schedule

Classification	Description	Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
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Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

1. Billing rates are for City designated Fiscal Year 2014 and 2015, October 1, 2013 to September 30, 2015.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders and City will be billed based on actual hours by category designated for an individual employee.

4. CH2M HILL reserves the right to request annual rate modification for future fiscal years under this agreement. Rate modifications must be agreed to and approved by both parties.

AGREEMENT FOR
Engineering Services for Water Supply, Treatment,
Transmission and Distribution System Projects

THIS AGREEMENT is made and entered into this 11th day of November, 2008, by and between **the CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 603 Brevard Avenue, Cocoa 32922, and CH2M HILL, INC., a Florida Corporation, 225 East Robinson Street, Suite 505, Orlando, FL 32801, hereinafter referred to as "Engineer".

WITNESSETH:

WHEREAS, City wishes to obtain consulting engineering services for water supply, treatment, transmission and distribution system projects on a continuing basis; and

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the FIFTH (5th) anniversary of the Effective Date. The City shall have the option to extend the period of performance for three (3) additional two (2) year renewals at the agreement of both parties. Such an extension shall only be by written Amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City.

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

c. "Engineer" shall mean CH2M HILL, INC., and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

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

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

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement.

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. If a site visit by Engineer is needed to generate the scope document, Engineer shall request approval prior to visiting the site.

The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any phases of engineering services for water supply, treatment, transmission and distribution system projects. These phases are more clearly defined in the attached Exhibit "A".

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

2.2 The City reserves the right to perform any services related to this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

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

4.0 SCHEDULE

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

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

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Engineer the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

5.5 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act s.218.70 et. seq., Florida Statute (2002).

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

8.1 Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a) Professional Liability: Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

b) The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Engineer from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

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

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30 day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal

refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to

them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

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

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

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

14.4 The Engineer acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Engineer agrees that to the extent any document produced by Engineer under this Agreement constitutes a Public Record, Engineer shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

17.2 Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is

reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to paragraph 17.0 Default; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and

Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer

CH2M HILL, INC.
225 East Robinson Street, Suite 505
Orlando, FL 32801
Attention: Mr. Ed Davis
(407) 423-0030 FAX: (407) 839-5901

For City:

City of Cocoa/Utilities Department
Attention: Utilities Director

activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

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

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

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

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Michael C. Blake, Mayor

ATTEST:

By: _____
Joan Clark, City Clerk
11/11/08

ENGINEER:

CH2M HILL, INC.

By: _____
Print Name/Title: **D. Edward Davis, Vice President**

ATTEST:

By: _____
11.17.08

EXHIBIT "A"
SCOPE OF SERVICES
BASIC CONSULTING SERVICES AGREEMENT

The Scope of Services to be provided by the Engineer shall include the following types of services:

- Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including bench/pilot scale testing when necessary
- Hydraulic, hydrogeologic and water quality modeling, calibration and analysis including ground water hydrology, ASR system assistance and well drilling assistance
- Planning including long-term master planning and CIP development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies
- Assistance with rate and fee determinations and associated revenue projections
- System optimization assistance including lost water mitigation
- Asset management and condition assessment assistance including operation and maintenance studies
- Assistance with acquisitions, negotiations, financial services, engineering and planning and permitting, and other services
- Promotion and support for licensed users of the City's patented Sulfuraetor™ system
- Permitting assistance including consumptive use permitting, negotiations and compliance
- Reporting assistance to regulatory and other agencies including document preparation, public meetings and presentations
- Bidding and construction management assistance including construction phase inspection and the use of alternative project delivery methods
- Grants assistance and state/federal funding assistance
- Environmental impact assessments and studies, including wetlands monitoring and other environmental assistance
- Information management services including GIS, GPS, instrumentation, custom programming/software and other technologies
- Miscellaneous services including public relations assistance, equipment evaluations, program management services and easement acquisition services
- Additional services as requested

CH2M HILL
225 East Robinson Street
Suite 505
Orlando FL 32801-4321
Tel 407.423.0030
Fax 407.839.5901

November 17, 2008

371257.D1

Joan Clark, CMC
City Clerk
City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

Subject: Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects and Task Order 2009-01, General Engineering Support Services for Water Supply, Treatment, Transmission and Distribution System Projects

Dear Ms. Clark:

Enclosed please find executed copies of the above-referenced agreement and task order. We have retained one executed copy of each document for our files.

We look forward to continue working with the City of Cocoa.

Sincerely,

CH2M HILL

Ed Davis, P.E.
Vice President

ORL/111708 Letter of Trans.doc
Enclosures

c: Carl Larrabee, P.E., Utilities Director
File

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Select Year: 2011 Go

The 2011 Florida Statutes

Title XIX	Chapter 287	View Entire Chapter
PUBLIC BUSINESS	PROCUREMENT OF PERSONAL PROPERTY AND SERVICES	

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.—

(1) SHORT TITLE.—This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) DEFINITIONS.—For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed $2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed $200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

PER CITY ATTORNEY this OPTION will ALLOW AWARD of $2M+ TO CH2MHill UNDER A CSA. AJR

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered

general contractor or a certified or registered building contractor as the qualifying agent; or

2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(l) "Negotiate" or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as

defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.—

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered

to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.—

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(7) AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.—Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds

necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) STATE ASSISTANCE TO LOCAL AGENCIES.—On any professional service contract for which the fee is over $25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) APPLICABILITY TO DESIGN-BUILD CONTRACTS.—

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.

2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.

3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.

4. The solicitation of competitive proposals, pursuant to a design criteria package, from those

qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.

5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.

6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.—Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.—Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227.

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Legislation Details (With Text)

File #:	17-357	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	8/8/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Authorize the City Manager to sign a multi-year (3 year) Application Service Provider (ASP) Order with Superion, LLC. (formerly SunGard Public Sector), to provide Superion NaviLine Public Administration applications. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1262LG-170011-1 Superion Signed 08.08.17 Superion Standard Terms.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 8, 2017
Agenda Date: August 22, 2017
Prepared By: Robert Beach, Chief Technology Officer
Through: Matt Fuhrer, Assistant City Manager
Requested Action:
Authorize the City Manager to sign a multi-year (3 year) Application Service Provider (ASP) Order with Superion, LLC. (formerly SunGard Public Sector), to provide Superion NaviLine Public Administration applications.

BACKGROUND:

The City of Cocoa is currently utilizing Superion, LLC's NaviLine Public Administration Applications as its Enterprise Resource Planning/Business Management software platform (formerly SunGard). 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 expired on February 28, 2017 and the City has been operating on a month-to-month agreement with SunGard/Superion while terms of this new three (3) year ASP agreement were finalized. The City of Cocoa has utilized SunGard Public Sector software since 1994.

Key Contract Changes

- One Optimization process review annually
- Naviline Edge software upgrade ($3,840.00)
- Service Level Agreement- Added an incident escalation process

- Service Level Agreement- Reduced Superion's incident response times based on priority level of incident.
- Service Level Agreement- Increases Superion's target availability for Application Services from 99.5% to 99.9%.
- Service Level Agreement- Requires Emergency Maintenance outages without notification to be calculated as downtime where Superion error or omission is determined to be the case of the outage.
- Service Level Agreement- Increased service credit levels in the event Superion fails to meet specified service availability during a service period.

Financial Changes

- Fiscal Year 2018- 255,042.00 (3% Increase over FY17)
- Fiscal Year 2019- 257,592.48 (1% Increase)
- Fiscal Year 2020- 260,168.40 (1% Increase)

The contract term will begin October 1 2017 and conclude on September 30th 2020. The City will realize a reduced cost in next year's contract amount due to a staff initiated use evaluation of existing contractual services and elimination of those no longer used as well as the elimination of the code enforcement module as they are now documenting and tracking their cases through the Police Department's software.

It is important to note in April of 2017 City staff working with EMA Inc. completed a needs assessment of the Superion software suite to determine if the City's needs are being met. At the conclusion of the assessment it was determined there were numerous gaps with the existing software. EMA recommended proceeding with an evaluated solicitation for a new ERP, to include the evaluation of newer Superion products. The City will continue to work with Superion to identify configuration changes in the short-term to address the gaps that can be bridged with the existing software. We will also demo other existing software providers to determine if there is a vendor that can fulfill our long term needs. The estimated cost to procure a new ERP software was estimated to be in the $6M to $8M range with an implementation period of 3 years.

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

Multi-Year Contract

Budgeted for FY 2018, pending City Council approval
Amount Requested $772,802.88 - total request for three (3) years
Account Number 001-1103-516.34-00
Account Name Contract Services (Information Technology)
Amount Required per Year

FY2018: $255,042.00
FY2019: $257,592.48
FY2020: $260,168.40

PREVIOUS ACTION:

The current SunGard ASP Order Agreement was approved by the City Council on February 28, 2012.

RECOMMENDED MOTION:

Authorize the City Manager to sign a multi-year (3 year) Application Service Provider (ASP) Order with Superion, LLC. (formerly SunGard Public Sector), to provide Superion NaviLine Public Administration applications.

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ASP Order

By the signatures of their duly authorized representatives below, the Superion, LLC as successors in interest to SunGard Public Sector LLC entity identified below ("**Superion**") and the customer identified below ("**Customer**"), intending to be legally bound, agree to all of the provisions of this Order (the "**Order**"), and agree that this Order represents a separate contract between such SunGard entity and Customer, with an order execution date of the latest date shown on the signature page below **("Order Execution Date")** and order effective date of October 1, 2017 ("**Order Effective Date**"). This Order incorporates and is governed by all of the terms of the Superion Standard Terms and Conditions version 2016 January, to be attached hereto as Exhibit 3 ("SST") as if the entity was "Superion" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

Superion, LLC	**City of Cocoa**
1000 Business Center Dr. Lake Mary, FL 32746	65 Stone Street Cocoa, FL 32922
By: DocuSigned by: Lisa Neumann 81171DEF05564F5...	By:
Print Name: Lisa Neumann	Print Name:
Print Title: Controller	Print Title:
Date Signed: August 8, 2017	Date Signed:

SUPERION ORDER # _1262LG – 170021-1____

SOLUTION AND RELATED INFORMATION

1. SOLUTION: Superion NaviLine Public Administration applications identified in Exhibit 1.

2. TRANSMISSION OF CUSTOMER SUPPLIED DATA: The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superion staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, Superion may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.

3. DOCUMENTATION: Superion's standard user manuals for the Solution listed above.

4. INITIAL TERM: Thirty-six (36) months commencing on the Order Effective Date of October 1, 2017.

RENEWAL RIGHTS: Upon expiration of the Initial Term set forth above the services may be renewed by written agreement of the parties and Customer pays the then current Monthly Access Fee, increase not to exceed five (5) percent above previous year's rate.

5. SCOPE OF USE

a. **DESIGNATED LOCATION(s):** Customer's offices in Cocoa, FL. Customer's Authorized Users may access the Solution from anywhere in the United States, subject always to the Export Laws and the total number of Authorized Users licensed hereunder.

6. FEES

A. ANNUAL ACCESS FEES: SEE EXHIBIT 1

a. ADDITIONAL AUTHORIZED USERS FEES: Customer acknowledges that the Annual Access Fee set forth above has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at

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any time during the term of this Order to increase the number of Authorized Users beyond the number of Authorized Users set forth above, Customer shall provide Superion with advance written notice and Superion may increase the Access Fee payable under this Order accordingly.

b. OTHER FEES: If Customer's use of the Solution increases in any way which would reasonably cause Superion to incur additional hardware costs to maintain such increased usage, Superion shall provide, at minimum, 30 days' advanced notice of the need to procure such additional hardware. Superion and Customer shall further negotiate any additional hardware purchases and the allocation of this expense.

B. PROFESSIONAL SERVICES FEES– SEE COST SUMMARY - EXHIBIT 1

C. THIRD PARTY PRODUCTS FEES: SEE COST SUMMARY - EXHIBIT 1

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7. THE LIABILITY CAP: Superion's liability in connection with the application services, the software, any consulting services, or any other matter relating to this Agreement will not exceed one million and zero/100's dollars ($1,000,000.00). This liability limitation shall not apply to the intellectual property and general indemnities provided by Superion pursuant to the SST.

8. PAYMENT TERMS:

a. The Annual Access Fee is due upon the Order Effective Date and annually thereafter on the anniversary date thereof.

b. Professional Services Fees are due as follows: 100% on the Execution Date.

c. Third Party Products Services Fees are due as follows: 100% on the Execution Date.

d. Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the Superion Corporate Travel Expense Guidelines attached hereto as Exhibit 2.

9. ADDRESSES

a. CUSTOMER ADDRESS FOR INVOICES: **65 Stone St., Cocoa, Fl 32922**

b. CUSTOMER ADDRESS FOR NOTICES: **65 Stone St., Cocoa, Fl 32922**

c. CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT: **65 Stone St., Cocoa, FL 32922**

d. SUPERION'S ADDRESS FOR NOTICES:

Superion, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. OTHER TERMS:

a. Customer shall procure the Specified Configuration set forth in Annex 1 in accordance with Section 2 of the SST.

b. Superion shall provide the access to the Solution during the hours described in Annex 2 attached hereto, and provide the Solution Support described in Annex 2.

c. Superion shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by Superion for the upgrade of any customizations to the Solution made by Superion at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.

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d. As and when Customer is required to upgrade to a new release, Superion shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "**Parallel Run Period**"). Unless Customer reports to Superion any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by Superion. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors where reported and the date that Superion has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.

e. If Customer's use of the Solution increases in any way which would reasonably cause Superion to incur additional hardware costs to maintain such increased usage, Superion shall provide, at minimum, 30 days' advanced notice of the need to procure such additional hardware. Superion and Customer shall further negotiate any additional hardware purchases and the allocation of this expense.

f. **Conversion:** Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the Superion Systems Change Request (SCR) form which will be prepared for the Customer by the Superion Conversion Team Manager. There will be a Two Hundred Fifty dollar ($250.00) non-refundable Access Fee for preparation of each SCR requested by the Customer. Superion will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable Access Fee. The final fifty percent (50%) payment is due upon completion. Data must be given to Superion in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Order are attached for Customer signature and return to Superion along with this Order.

g. If after the expiration of the term of this Order Customer converts to a different vendor's applications, Superion will provide, upon payment of Superion's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in Superion's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, Superion shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by Superion for such services.

11. OTHER TERMS APPLICABLE TO THIS ORDER: (If applicable)

- **COGNOS THIRD PARTY PRODUCTS SUPPLEMENT**
- **SUPPORT STANDARDS SUPPLEMENT**
- **SUPERION TRAVEL EXPENSE GUIDELINES (EXHIBIT 2)**
- **SUPERION STANDARD TERMS AND CONDITIONS - (EXHIBIT 3)**
- **ANNEX 1 – SPECIFIED CONFIGURATION**
- **ANNEX 2 – SOLUTION AVAILABILITY AND SUPPORT**

EXHIBIT 1 – ACCESS AND SERVICES FEES

A. ACCESS FEES – INITIAL TERM

Term	Monthly Access Fees
October 1, 2017 - September 30, 2018	$ 21,253.50
October 1, 2018 - September 30, 2019	$ 21,466.04
October 1, 2019 - September 30, 2020	$ 21,680.70

Notwithstanding, Customer shall be responsible for all payments and Monthly Access Fees due for the Months of March 1, 2017 through September 30, 2017 for a total of $148,774.50 which shall be due upon execution of this Order Form. Access Fees for any Year subsequent to the Initial Term are subject to change and will be specified by Superion in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER FORM, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

B. OTHER FEES - COST SUMMARY (Professional Service Fees, Monthly Access Fees)

	Applications and/or Services	Professional Services Fees	Monthly Access Fees
Existing Products (Currently Licensed)	GMBA with Extended Reporting - (GM), Purchasing/Inventory - (PI), Payroll/Personnel - (PR), Cash Receipts - (CR), Accounts Receivable - (MR), Asset Management II - (A2), Human Resources - (HR), Procurement Card Tracking Module - (PC), Work Orders/Facilities Management - (WF), Land/Parcel Management -(LX), Building Permits - (BP), Business Licenses - (OL), Planning & Engineering - (PZ), NaviLine m.Mobile User License - (M8), NaviLine m.Building Inspections - (M5), NaviLine m.Code Enforcement - (M7), Customer Information Systems - (CX), Contact Management - (CZ), Fires Management - (FI), Fires Incident - (FI), Fires Prevention System - (FP), Fires Resource Activity Tracking - (FR), Click2Gov Core Module - (K1), Click2Gov Building Permits - (K3), Click2Gov Business Licenses - (K6), Click2Gov Planning & Engineering - (K7), Click2Gov Applicants - (KA), Click2Gov Employee Self Service - (KI), OnePoint Point-of-Sale - (KL), OnePoint eCheck,OnePoint Credit Card Activation, Document Management Services - (DX), Delinquency Call Out Listing Interface - (DL), Imaging Interface for CIS - (IU), Imaging Interface Financials - (IE), Imaging Interface Community - (IL), Rec Trac Interface to GM - (VG), Rec Trac Interface CR - (VI), Time Keeping Interface -(TC), Web Enablement - (WB), SPS FUSION - (FUSION-NL-UTIL), Qrep Catalogs: GM, PI, PR, CR, MR, A2, HR, PC, WF, LX, BP, OL, PZ, CX, CZ, FR, FS, FI, FP, KA, - (CJ)	N/A	$ 21,253.50
Terminating Naviline Products	Click2Gov Customer Information System - K2, IVR Credit Card Interface - CY, Code Enforcement - CE, Click2Gov Code Enforcement - K0, QRep Catalog (CE)-CJ	N/A	N/A
Existing 3rd Party Products (Currently Licensed)	QRep Admin (1) - (CG-Admin), QRep End User (20) - (CG), ACOM Software and Annual Maintenance to include EZPayManager, Document Design for AP, Payroll, Direct Deposit, Mobile Server Framework - (M0), Cognos BI: Base Bundle Multi-Data Source-(BICOREMDS), Cognos BI: Café (Analysis for Excel)- (COGNOS-C)	N/A	Included in Monthly Access Fee
Retrofit Maintenance	20 Objects @ $100 per object or $2000 per year	N/A	Included in Monthly Access Fee
New Products (Not currently Licensed)	NaviLine EDGE User Interface - (UN)	Included in Professional Services Fee	Included in Monthly Access Fee
New 3rd Party Products (Not currently Licensed)	NaviLine EDGE - (UL)	Included in Professional Services Fee	Included in Monthly Access Fee
Hardware Allocation	Click2Gov Hardware and Software will be hosted and managed by Superion. Site to Site VPN option to include management and configuration of VPN tunnel.	N/A	Included in Monthly Access Fee
Services	Setup, Implementation, HELP Card, Disaster Recovery Plan for Superion applications	N/A	Included in Monthly Access Fee
Professional Services	NaviLine EDGE Project Management - $1280 NaviLine EDGE Training - $2560	$ 3,840.00	N/A
Professional Services	Optimization Process Review (one product suite annually)	No Charge	N/A
	Total Proposed System:	**$ 3,840.00**	**$ 21,253.50**

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Terminated NaviLine Programs: The Customer is terminating the Click2Gov Customer Information System (K2) and the IVR Credit Card Interface (CY), Code Enforcement (CE), Click2Gov Code Enforcement (K0) and QRep Catalog for CE. Customer agrees to destroy or return the Terminated Programs to Superion.

Eash party hereby releases, acquits and discharges the other party of and from any and all claims, debts, demands, rights of indemnification, and causes of action of whatsoever nature, whether in contract or otherwise, whether arising under or by virtue of any statute or regulation, whether known or unknown, suspect or unsuspected, or whether having arisen or hereafter to arise for any losses or damages of which have accrued or may ever hereafter accrue to the other party, arising out of or on account of the Terminated Program.

Neither the fact of compromise, settlement and release, nor the payment, acceptance, or relinquishment of any consideration hereunder or under the Agreement, nor the execution of this Order shall be construed or taken in any way as an admission of fault, liability or responsibility on the part of Superion and Customer, including its employees and agents, agree to so state in any communications, characterizations, and/or dissemination concerning this matter with any third party other than its attorne

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EXHIBIT 2

SUPERION TRAVEL EXPENSE GUIDELINES

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Reasonable lodging accommodations are reimbursable, up to $125 per night. If, depending on the city, reasonable accommodations cannot be secured for $125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

Effective

$57.00 per day Standard Per Diem

$11.40 – Breakfast

$14.25 – Lunch

$31.35 – Dinner

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EXHIBIT 3

SUPERION STANDARD TERMS AND CONDITIONS

Superion Standard Terms and Conditions version 2016 January (10 pages in total) are inserted immediately following this Cover Page.

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ANNEX 1 - SPECIFIED CONFIGURATION

Hardware. Customer is responsible for providing the DMS server. The DMS server is owned by Customer and shall reside at Customers site for ease of management. The Click2Gov Server shall reside at a Superion data center. The Click2Gov Server is owned by Superion and is not the property of the Customer. The VPN Concentrator Option includes a router, which will be provided by Superion to Customer. The router is, and shall remain, the property of Superion.

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ANNEX 2 - SOLUTION AVAILABILITY AND SUPPORT

1. Superion's Responsibilities

Superion undertakes all responsibilities as outlined under Parts 1 and 2 of this Annex 2.

2. Customer Responsibilities

Superion will not be liable for a failure to perform its responsibilities under this Annex 2 to the extent such failure is directly caused by the Customer not complying with its obligations under this Agreement.

A. Customer will designate named contacts for contacting support. These named contacts will have undertaken specific training under the supervision of Superion in order to log faults and interact with support services.

B. Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including modifying processes. Customer agrees to cooperate with such requests, if reasonable.

C. Customer is responsible for the training and organization of its staff.

D. Superion is not required to provide any services relating to problems arising out of any alterations of or additions to the Solution performed or authorized by parties other than Superion (including its contractors, or third parties under Superion's control). The Solution does not include development work on software not licensed from Superion or development work for enhancements or features that are outside the documented functionality of the Solution except such work described in Exhibit 1. Customer may request consulting and development work from Superion as a separate billable service.

E. Customer will appoint a vendor liaison manager who will be Customer's primary contact with Superion on all commercial matters related to the Solution.

3. Disagreement procedure

In case the parties are in disagreement as to whether Superion has fulfilled its obligations under this ASP Order the parties shall use all reasonable efforts to amicably settle such dispute within five (5) working days. If the disagreement remains following such five working day period, the parties shall escalate the problem to the following representatives for the respective company to resolve the dispute:

Superion: The process for escalation shall be:

Superion: Director of Operations (first level);
VP of Services (escalation – 1st level);
General Manager (escalation – 2nd level)

Customer: _____

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute under this Annex 2, the parties have a duty to continue fulfilling all their other obligations under this Agreement.

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Hosted Standards Sheet

Service Level Commitments

The following Service Level commitments apply to the Customer's production systems. This does not include testing or training systems.

A. Availability

1. *SERVICE LEVELS FOR THE APPLICATION SERVICES*

Superion shall provide access to the Solution (the "Application Services") in accordance with the following service level commitment provisions.

1. **Overall System Availability**

1.1 **Target.** In each Service Period, the target for availability of the Application Services is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Application Services, excluding scheduled and emergency maintenance times. Superion will notify the Customer of all such maintenance windows.

1.2 **System Backups.**

- Daily data backups would begin at 12 a.m. (Customer local time) Monday through Saturday. These backups consist of all objects that have been changed since the last full backup, which includes customer data. Retention of backups: daily backups – 2 weeks; weekly backups – 5 weeks; monthly backups – 1 year; yearly backups – 3 years. The system will be available during the daily backup.
- Weekly system backups will begin on Sunday at 12 a.m. (Customer local time). At this time a full system backup will be performed. These backups consist of all objects on the system, including the OS, customer data, program files, source files, and other necessary Customer data.
- All backups are saved to a backup appliance and continuously replicated to an off-site Superion Cloud Solutions data center

1.3 Measurement. Service availability is measured as the total time that the Application Services are available during each Service Period for access by Customer ("Service Availability"). Unless otherwise specified, the measurement period for Service Availability is each Service Period and Service Availability shall be calculated at the end of each Service Period. Service Availability measurement shall be applied to the production environment and the points of measurement for all Application Services monitoring shall be the servers and the Internet connections at Superion's hosted environment.

If Superion's monitoring tool for Service Availability indicates that the Availability Target was not met or otherwise indicates that the Service Availability was lower than anticipated but Superion can otherwise show, by reasonable evidence and supporting documentation, the actual Service Availability was in fact different, then the Service Availability indicated by such other evidence and supporting documentation shall apply for the purposes of this Part 1 – Service Level Commitment and ASP Procedures.

1.4 **Calculation**. The standard Actual Service Availability in the relevant Service Period will be calculated on a monthly basis using the following calculation:

Total number of minutes available during the monthly Service Period less the total amount of minutes in which Customer does not receive the services, excluding events covered under Section G, "Exceptions." The resulting figure is divided by the total number of

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minutes available during the monthly Service Period excluding events covered under Section G "Exceptions" to calculate the Actual Service Availability in the relevant Service Period.

Service Availability Targets are subject to change monthly. In an average 30 day month, the Service Availability Target of 99.9% provides 43 minutes, 12 seconds of potential downtime.

1.5 **Remedy**. If following the target measurement at the end of each Service Period, the Availability Target is not met with the result that the Customer's use of the Application Services is severely interrupted then the Customer shall be entitled to a credit calculated as follows:

Actual Service Availability in the Relevant Service Period	**Percentage Reduction in Monthly Fee Payable by Customer in the Immediately Subsequent Service Period**
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	25%
Less than 95.0%	50%

If during the term of this Order, Superion fails to meet the service level commitment targets specified above, the Customer's sole and exclusive remedy in relation to such failure shall be the applicable credits specified. In no event shall Superion be obliged to provide any refund in relation to any credit, but rather the credit shall be applied to the next following invoice due to the Customer. Superion will utilize monitoring software to track and report actual service availability in the relevant service period. If the actual service availability during the relevant service period does not achieve the Availability Target, Superion will automatically apply a service credit per the specifications above. However, any credit entitlement that is not reported by Superion, must be requested by the Customer within six (6) months of its availability shall no longer be available and the Customer will be deemed to have waived any rights in relation thereto and (for the avoidance of doubt) Superion's failure to meet the relevant service level commitment. In no event will credits due in any given month exceed fifty percent (50%) of that month's fees. Customer shall not be entitled to offset any monthly Application Services fee payments nor withhold fee payments on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. The amount of any unused credit shall be paid in cash to Customer upon termination of the Agreement.

Superion will provide reporting, as provided in Section F, showing performance and monthly service levels.

B. <u>Server Performance</u>

Superion shall provide sufficient server capacity for the duration of this Order to meet the reasonable performance requirements of the number of concurrent system users provided for in this Order.

Superion shall provide hardware resources sized for the number of users and software modules licensed in the Order Form Exhibit 1. If the Customer requests, at some later date to add additional software modules, increase user licenses, and/or request additional environments, the hardware and third party software requirements of such additions will be evaluated. If additional resources are required to support such modifications, additional fees may apply.

If the addition of users, unusually heavy use, or other factors require additional resources for support of the Customer (e.g., hardware, software, people, data communications link, etc.), Superion and the Customer will confer on the matter until a mutually agreeable solution is identified.

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Performance monitoring and tuning will be performed as necessary to maintain an average in network interactive response time. "In network" is defined as any point between which the data packet enters the Superion environment and subsequently departs the Superion environment. Any point of communications outside of the Superion protected network environment, shall be deemed as "out of network."
Superion is not responsible for Internet connectivity and/or performance outside the internal Superion host site infrastructure.

C. Server Performance Stress Test

At the request of the Customer, Superion will coordinate a performance stress test with the Customer at an agreed upon time during implementation and, upon request, after go-live. Superion will work with the Customer to identify critical application screens to benchmark during the performance stress test and coordinate with the Customer to create an accurate test scenario with the Customer's End Users. Customer agrees to provide the resources necessary to simulate the desired load. Superion agrees to monitor and provide reports showing system utilization. Upon completion of the performance stress test, Superion and the Customer will mutually agree to the performance benchmarks for the identified critical screens taking into consideration Internet latency, End User workstations limitations, and the Customer's Local Area Network.

D. Scheduled and Emergency Maintenance for Application Services

Scheduled maintenance

System maintenance

Superion will provide all necessary hosted systems and network maintenance as deemed appropriate and necessary by Superion. All necessary maintenance will be completed outside of the Customer's standard business hours of operation, unless requested by Customer.

Superion application maintenance and upgrades

Software maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. The primary Customer contact will be notified via the on file e-mail address prior to hardware upgrades being performed.

E. Incident Response

Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of Customer connectivity to all of the Application Services or (b) results in loss, corruption or damage to Customer's Data.
2	Critical	An Incident that has an adverse material impact on the performance of the Application Services or materially restricts Customer's use of the Managed IT Services as part of Customer's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the Application Services but a fault exists in the Managed IT Services that restricts Customer's use of the Managed IT Services.

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4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Application Services.

Superion will make commercially reasonable efforts to respond to Application Services incidents for live production systems using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	Superion will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	Superion will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	Superion will respond within 4 hours of the issue being reported.	95%
Priority 4 (Minor)	Superion will respond within 24 hours of the issue being reported.	95%

Measurement. Superion shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

Superion will make every effort to meet the response times detailed above. The customer may, at their discretion, escalate as follows for any reason and at any time.

The escalation process will be as follows:

Escalation Level 1 – Support Manager – Manager On Call – 800-695-6915 option 1,7
Escalation Level 2 – Account Manager – 800-727-8088
Escalation Level 3 – Director of Product Support – 800-727-8088
Escalation Level 4 – Chief Operations Officer – 800-727-8088
Escalation Level 5 – Chief Executive Officer – 800-727-8088

F. Reporting

Superion shall measure its performance against the performance metrics as set forth herein and shall provide a report of such performance on a monthly basis. Such report(s) shall be delivered via an agreed upon method and within ten (10) days following the end of the applicable monthly measurement period. Superion will schedule a performance review with the Customer upon request.

G. Exceptions.

Notwithstanding anything herein, Superion shall not be responsible for failure to carry out any of its obligations under this Part 1 – Service Level Commitment and ASP Procedures.(including liability to apply any credit for any failure to meet a service level commitment target) if the failure is caused by:

(a) scheduled downtime in order to carry out maintenance or suspensions in the Application Services that Customer has been notified of in advance that occurs outside of Normal Business Hours provided that in event of any critical or urgent system issue that does not reasonably permit advance notice to Customer, Superion shall provide notice as and when commercially reasonable with respect to such urgent issue, or as otherwise reasonably agreed between Customer and Superion. The system is reserved for maintenance on Sundays from 12 a.m. – 5 p.m., customer local time;
(b) adverse impact due to the defectiveness of the Customer's environment or Customer' systems or due to Customer data supplied to the Application Services;

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(c) adverse impact as a result of denial of reasonable access by Superion personnel to relevant portion of Customer's systems or premises that prevents Superion from addressing and provided that no other commercially reasonable method is available to attain such information;
(d) adverse impact due to material changes made to the usage of the Application Services by Customer where Superion has not agreed to such changes in advance and in writing;
(e) adverse impact due to the modification or alteration in any way by Customer or its subcontractors of communications links necessary to the proper performance of the Application Services;
(f) a force majeure event, or the negligence or intentional acts or omissions of Customer or its agents.

H. ASP Procedures

A. Incident Resolution

Performance targets vary due to issue complexity and priority. For critical requests, Superion provides a continuous resolution effort until the issue is resolved.

B. Service Requests

Service requests are new requests that will take less than 8 hours to accomplish. The Superion Cloud Solutions management team will perform the prioritization for these requests. There will be a targeted resolution goal of up to five (5) days with extra time being allowed if equipment or software needs to be ordered or multiple products have to be analyzed. However, more complex requests may take longer to complete. Any new service requests requiring more than 8 hours to accomplish may constitute a project and must be scheduled.

C. Test/Training Environments

Superion will make commercially reasonable efforts to provide test/training environments during Customer business hours. For avoidance of doubt, the aforementioned test/training environments are not included under the SLA metrics period(s) hereunder.

Scheduled Maintenance

System maintenance

Superion will provide all necessary hosted systems and network maintenance for test/training environments as deemed appropriate and necessary by Superion Cloud Solutions. All necessary maintenance will be scheduled with the Customer and may be completed during business hours.

Superion application maintenance and upgrades

Software maintenance and upgrades for test/training environments may be performed during the Customer's standard business hours. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades for test/training environments may be performed during the Customer's standard business hours. The primary Customer contact will be notified via the on file e-mail address prior to hardware upgrades being performed.

Emergency maintenance

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by Superion Cloud Solutions management Emergency maintenance performed without prior notification will be included as downtime in the monthly Actual Service Availability calculation only in cases where an error or omission on the part of Superion is determined to be the reason for the outage.

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Incidents and service requests.

Test/training environment incidents will be considered priority 3 and priority 4 incidents and handled as such. Service requests will be prioritized and scheduled similar to production service requests.

Test/training environment refreshes

Test/training environment refreshes will be provided in accordance with the terms of this Order, which indicates the number of refreshes provided in a calendar year. Upon written receipt of a Customer's refresh request, Superion will schedule and complete the refresh within 4 weeks of the request.

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I. Responsibility Summary Matrix

Responsibility Summary Matrix		
Description	Superion Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at Superion's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Software Applications		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Software Applications		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X

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PART 2 – ERROR CORRECTION

1. Superion shall provide to Customer, during Superion's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution (the "Release"), as applicable.

2. Superion shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by Customer in accordance with this Order. Customer shall provide to Superion reasonably detailed documentation and explanation, together with underlying data, to substantiate any error and to assist Superion in its efforts to diagnose, reproduce and correct the error. These support services shall be provided by Superion at Customer location(s) if and when Superion and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of Superion, then Customer shall pay for Superion's investigation and related services at Superion's standard professional services rates. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Order, including remote access to the Specified Configuration.

3. Customer shall promptly install and/or use any Release provided by Superion to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever Superion determines, in its sole discretion, that such updates are necessary.

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Support Standards

I. Support Hours: Hours During Which Superion's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. Targeted Response Times.

"Notification" means a communication to Superion's help desk by means of: (i) Superion's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superion's then-current policies and procedures for submitting such communications.

With respect to Superion's support obligations, Superion will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superion "Telephone Support" hour occurring after Superion's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning Superion's Solution is not performing a process that has caused a complete work stoppage.	Superion has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superion has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning SunGard's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superion has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non-critical failure in operations occurs; meaning Superion's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superion has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superion has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superion's support representative has been directly contacted by Customer either by phone, email, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superion staff and each session participant.*

Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superion staff and each session participant.

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COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. "Cognos Component Systems" means any of the software provided to Superion by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit 1.

2. Ownership. Cognos owns the Cognos Component Systems.

3. Restrictions on Use of Cognos Component Systems. Customer's use of the Cognos Component System(s) is subject to the following additional terms and conditions:

(a) Customer has the right to use the Cognos Component System(s) only in Object Code form, and only with the Superion Licensed Software.

(b) Customer acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by Superion under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer;

(c) Customer agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Customer's use of the Cognos Component System(s) or related materials;

(d) Customer acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;

(e) Customer acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit 1; and

(f) Customer acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit 1. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the software applications system(s) set forth in Exhibit 1.

(g) In lieu of the warranty provided in Section 7 of the Agreement, Customer shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Customer that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Customer, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Customer's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Customer misuses the Cognos Component System(s) contrary to its related documentation.

Version 2016, January

Superion Standard Terms

These Superion Standard Terms ("**SST**") may be incorporated into one or more orders referencing these SST (each, an "**Order**"). Each Order, together with these SST, shall form a separate agreement (this "**Agreement**"), by and between the Person identified on the Order ("**Customer**") and the Superion company identified on the Order ("**Superion**"), applicable to the proprietary solution identified on the Order (the "**Solution**"), as such Solution may be modified, revised and updated from time to time. Only the Customer and Superion entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order ("**Order Execution Date**").

1. Scope. Customer may use the Solution only in the ordinary course of Customer's internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer. Notwithstanding this Section 1, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder.

2. Specified Configuration. Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the "**Specified Configuration**") and for updating the Specified Configuration in accordance with Superion's published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for Superion to complete the professional services described in Section 6. Superion is not responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 2.

3. Payments.

3.1. Fees. Customer shall pay to Superion the fees stated in the Order, in accordance with the payment terms stated on the Order. Superion shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer's address for invoices stated on the Order. Except as otherwise specified on the Order, Customer's payments shall be due within Forty-five (45) days after the invoice date. A late payment fee at the rate of 1% per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past the due date above and unpaid by Customer to Superion, except for Disputed Amounts. Superion may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order.

3.2. Taxes. To the extent required by law, Customer is responsible for paying all taxes on services and products provided to Customer by Superion pursuant to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superion with a valid tax exemption certificate; otherwise, absent such proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superion will invoice Customer for and Customer will pay to Superion all such tax amounts.

3.3. Certain Remedies for Non-payment. If Customer fails to pay to Superion, within forty-five (45) days after Superion makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which Superion may have, Superion may, in its sole discretion and with at least fourteen (14) business days' further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5). Superion shall have no liability for Customer's use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. Warranties, Covenants and Limitations.

4.1. Compliance with Laws. Superion shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2. No Infringement. (a) Superion shall fully indemnify, defend and hold Customer harmless from and against any and all losses, damages, costs and expenses, and attorney's fees, that Customer incurs because of any and all claims that use of a Solution infringes upon (i) any United States copyright or (ii) any trade secret or other proprietary right of any Person (collectively, "**IP Rights**"). Superion shall have no obligation under this Section 4.2 unless Customer promptly gives notice to Superion within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve Superion of its liability and obligations under this Section 4.2 only to the extent that Superion is prejudiced by such later notice) and allows Superion to have sole and reasonable control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If any Solution is, or in Superion's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then Superion, at its sole option and expense, shall provide the Customer, in addition to the aforementioned indemnity and hold harmless, with a full and complete remedy that will either:

(a) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for Customer the right to continue using the allegedly infringing part of the Solution; or

(c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to Superion for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by

Customer to Superion with respect to the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

(b) General Indemnity. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death, and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Superion shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent acts, or negligent omissions of Superion, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. For purposes of this indemnification only, this includes claims made by the employees of Superion against the Customer, and Superion hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate Superion to defend at its own expense or to provide for such defense, at the option of the Customer, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Customer or its mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. In all events the Customer shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

4.3. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Superion will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code ("**Harmful Code**") and will use commercially reasonable efforts to eliminate any such Harmful Code that Superion discovers.

4.4. Exclusion for Unauthorized Actions. Superion is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. Disclaimer. **EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.5, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.**

4.7. Superion's liability in connection with any matter relating to this Agreement will not exceed One Million and Zero/100 Dollars ($1,000,000.00). THE LIABILITY LIMITATIONS SET FORTH IN THIS SUBPARAGRAPH DO NO APPLY TO THE INTELLECTUAL PROPERTY AND GENERAL INDEMNITIES PROVIDED BY SUPERION PURSUANT TO PARAGRAPH 4.2 OF THIS AGREEMENT.

4.8. Consequential Damage Exclusion. **UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUPERION FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUPERION'S BREACH OF SECTION 5.**

4.9. Third-Party Software. To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow Superion to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. Superion shall use reasonable efforts to provide Customer the benefit of

all indemnities and warranties granted to Superion by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to Superion, as and if permitted by Superion's agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), Superion will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If Superion complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor's terms and conditions, Superion shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;

2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and

3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.10. Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third party, and not Superion, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

4.11. Open Source Software Components. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by Superion. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and Superion shall have no liability relating to such Open Source Software; provided, however, that Superion shall be responsible for fixing Errors caused by the Open Source Software to the same extent as Superion's ongoing support obligations as set forth in Section 8.5 and 9.3 of this Agreement.

4.12. Open Negotiation. Customer and Superion have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.13. Title and Risk of Loss. In no event will Superion be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.14. Disclaimer. Except as may be provided in Section 4.10 above, Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.**

4.16 Other Limitations. The warranties made by Superion in this Agreement, and the obligations of Superion under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between Superion and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order or this Agreement, and except to the extent required by Chapter 119, Florida Statutes, Superion shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1. Confidentiality. Subject to Chapter 119, Florida Statutes, the party receiving Confidential Information ("**Receiving Party**") of the other ("**Disclosing Party**") shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a

reasonable opportunity to contest such disclosure or obtain a protective order.

5.2. Security. Subject to Chapter 119, Florida Statutes:

(a) Superion will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.

(b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

(c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of Superion in the Solution and Documentation, and disclaim any liability or responsibility of Superion with respect to such Third Party Users. Notwithstanding this section 5.2, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder.

5.3. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then: (i) Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solution and perform its other obligations under this Agreement; and (iii) Superion shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken. To the extent Superion is deemed to be a third-party agent under Section 501.171, Florida Statutes, Superion shall notify the Customer as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data held on Customer's behalf. Further, Superion shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential data held on Customer's behalf as provided in Section 501.171, Florida Statutes. Superion shall also at its own cost implement measures deemed appropriate by the Customer to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data. Superion shall cause each of its subcontractors having access to Customer Data to comply with the provisions of this Section.

5.4. SG Solution Details. The SG Solution Details are trade secrets and proprietary property of Superion or its licensors, having great commercial value to Superion or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with Superion or its licensors, even with respect to such items that were created by Superion specifically for or on behalf of Customer. Superion and its Affiliates may freely use Feedback without attribution or the need for Superion, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement. Notwithstanding this section 5.4, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder

5.5. Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with Superion; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor,

consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise. Notwithstanding this section 5.5, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions hereunder. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Solution to be used by, or disclose all or any part of the Solution to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Solution by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Solution.

5.6. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.7. Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1. Professional Services. An Order may identify certain Professional Services.

6.2. Professional Services Fees. Customer shall pay to Superion the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon Superion's then standard professional services fee rates.

6.3. Expense Reimbursements. Customer shall reimburse Superion for reasonable travel, living and other out-of-pocket expenses incurred by Superion personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by Superion. Reimbursable expenses shall be incurred by Superion personnel in accordance with Superion's then current per diem travel expense guidelines, a copy of which will be included in the Order. Superion shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4. Cooperation and Access to Facilities, Data and Employees. To the extent reasonably necessary for Superion to perform its obligations under this Agreement, Customer shall provide to Superion access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with Superion in its performance hereunder, all as reasonably necessary for Superion to perform its obligations under this Agreement.

6.5. Professional Services Warranty. Superion warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. Superion shall have no liability under this Section 6.5 unless, within thirty (30) days after Customer discovers a breach of this warranty, Superion receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, Superion is obligated under this Section 6.5 to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6. Compliance with Customer Policies. While Superion personnel are performing services at Customer's site, Superion will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superion in writing and in advance. Customer shall promptly reimburse Superion for any reasonable out-of-pocket costs incurred in complying with such procedures and policies.

6.7. Contributed Material. In the process of Superion's performing Professional Services, Customer may, from time to time, provide Superion with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superion a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superion, Superion's Affiliates and Superion's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Term and Termination.

7.1. Order Term. The Order may state an initial term for the use of the Solution ("**Initial Term**") and may state renewal terms (each a "**Renewal Term**"). "**Order Term**" means the Initial Term together with any Renewal Terms.

7.2. Termination. (a) A party has the right to terminate this Agreement for convenience and without penalty by providing the other party with at least nine (9) months written notice. In addition, a party has the right to terminate this Agreement for cause if the other party breaches a material provision of this Agreement. To terminate this Agreement for cause, the party seeking termination must give the other party written notice that describes the event or condition of termination in reasonable and sufficient detail in order to afford the other party the ability to generally identify and understand what breach or breaches of this Agreement must be cured. From the date of its receipt of that notice, the other party will have thirty (30) days or such additional time agreed to by the parties in writing, to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to Superion of a suspected defect in the Documentation and *bona fide* payment disputes under this Agreement will not constitute a notice of termination of this Agreement.

(b) **Survival of Obligations**. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity and hold harmless will survive termination of this Agreement.

(c) **Termination without prejudice to Other Rights and Remedies.** Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7.3. Effect of Termination. The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to Superion for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to Superion all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to Superion certifying that all copies of such items have been permanently deleted.

8. Terms Applicable To SaaS, ASP and Hosting. The following provisions in this Section 8 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

8.1. Saas, ASP and Hosting. Superion shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

8.2. Passwords and Solution Access. If Superion provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "**Password**"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify Superion so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within Superion's network, Superion may suspend access to the Solution without advance notice if Superion reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that Superion will promptly notify Customer of any such event.

8.3. Customer Data.

(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to Superion by communications link or in another manner described on the Order. As between Superion and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrant to Superion that Customer has the full legal right for Customer and Superion, its affiliates and agents to use the Customer Supplied Data for processing hereunder.

(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give Superion an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in Superion's possession. To the extent practicable and at Customer's expense after receipt of such notice, Superion shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form.

(c) In order to improve Superion's product and service offerings for its customers, Superion may maintain a database of information residing on the Solution. Superion and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any Superion product or service offering.

8.4. Regulatory Access. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in Superion facilities under this Agreement. Customer will reimburse Superion for the reasonable out-of-pocket costs Superion incurs, and for time spent, in making such Customer Data or other records, if any, available for examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

8.5. Support. Superion shall provide to Customer the ongoing support services as described in the Order.

8.6. Data Backup and Disaster Recovery. If the Solution maintains a database then, unless otherwise stated on the Order:

(a) Superion shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and

(b) Superion shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. Superion's disaster recovery plan shall be tested at least once each calendar year.

8.7. Interruption to Solution. From time to time, Superion shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on Superion's equipment, software and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, Superion will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of Superion's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

8.8. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or Superion discovers.

8.9. Volume Increases. Customer shall give notice to Superion whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order.

9.1. Grant. Except as otherwise provided in an Order, Superion grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("**Designated Location(s)**"). Customer may,

subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to Superion. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

9.2. Initial Installation. Superion shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on Superion's network for downloading. Physical shipment is on F.O.B. terms, Superion's shipping point and electronic delivery is deemed effective at the time Superion provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "**Delivery Date**."

9.3. Support. Beginning on the Order Execution Date and continuing for the duration of the initial support term set forth on the Order ("**Initial Support Term**"), Superion shall provide the ongoing support services described in that Order; and Customer shall pay to Superion support fees stated on such Order ("**Support Fees**"). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a "**Renewal Support Term**"), until the earlier of:

(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 10.1) at least sixty (60) days before the end of the Initial Support Term or Renewal Support Term, as applicable, provided that Superion shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Order Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or

(b) termination of this Agreement.

On an annual basis, Superion may increase the Support Fees payable upon mutual agreement with Customer.

9.4. Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("**Support Termination Date**"): (i) Superion shall discontinue providing all ongoing support services, including Superion's obligations under Section 9.3; (ii) any Superion warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) Superion shall not be liable for Customer's use of the Solution after the Support Termination Date except for Superion's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by Superion after the Support Termination Date).

9.5. Software Warranty. Superion warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. Superion is obligated to comply with the provisions of Section 9.3 of this Agreement.

9.6. Remote Access of Installed Software. Provided that Superion performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit Superion, at Superion's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, Superion will comply with Customer's reasonable security procedures and company policies that have been provided to Superion in writing. Customer shall promptly reimburse Superion for any reasonable out-of-pocket costs incurred in complying with such procedures and policies.

9.7. Audit. At Superion's expense and upon written request with reasonable notice, Customer will permit Superion, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless Superion believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of Superion to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to Superion's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

10. Other Provisions.

10.1. Notices. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is City Manager, 65 Stone Street, Cocoa, Florida 32922. Superion's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement or (ii) a termination of this Agreement, Customer shall also mail a written notice to Superion Data Systems Inc., 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel and Superion shall also mail a notice to Garganese, Weiss & D'Agresta, 111 N. Orange Avenue, Suite 2000, Orlando, Florida 32801. Such notices of breach and/or termination shall identify the name date, specific parties and Superion Order Number. Either party may change its address for notices by giving written notice of the new address to the other party.

10.2. Defined Terms. As used in this Agreement, the terms below (and their plural forms) have the following meanings:

(a) "**affiliate**" whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.

(b) "**Authorized Recipient**" means: (i) with respect to Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of Superion; and (ii) with respect to Superion, Superion, its foreign and domestic Affiliates and their respective contractors.

(c) "**Authorized User**" means a Customer employee. Customer employee means: (i) Customer's employees with a need to know; (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by Superion, and who, prior to obtaining access to the Software, have executed a Superion-approved non-disclosure agreement. For purpose of clarification, but not limitation, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer are not Customer Employees but such clients may be allowed by Customer to have use of the input and/or output sensory displays of or from the Software under the provisions of Section 5.5 hereunder.

(d) "**Confidential Information**" means non-public information of a party to this Agreement which the City is not required by the Florida Public Records Act (Ch. 119, Fla. Stat.) to publicly disclose for inspection and/or copying. Confidential Information of Superion includes the Software and algorithms, methods, techniques and processes revealed by the Software that constitute a trade secret as defined in section 812.081, and as provided for in section 815.04(3), Florida Statutes. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a written non-disclosure obligation.

(e) "**copy**" whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.

(f) "**Customer Data**" means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.

(g) "**Customer Supplied Data**" means any information or data introduced into the Solution by or on behalf of Customer.

(h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to Superion promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts. Resolution of Disputed Amounts shall occur in accordance with the Florida Local Government Prompt Payment Act.

(i) **Documentation**" means the standard user documentation Superion provides for the Solution, as such Documentation may be updated from time to time.

(j) "**Error**" means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.

(k) "**Export Laws**" means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury.

(l) "**Feedback**" means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.

(m) "**including**" whether capitalized or not, means including but not limited to.

(n) "**Open Source Software**" means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.

(o) "**person**" whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.

(p) "**Professional Services**" means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superion under this Agreement.

(q) "**Release**" means a modification or update to the Solution, which Superion, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).

(r) "**Scope of Use**" means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.

(s) "**SG Solution Details**" means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future

modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

(t) "**Supported Release**" means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to Superion's client base.

(u) "**Third-Party Product**" means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.

(w) **"Third-Party Hardware"** means that hardware specified as third party hardware on the Order.

(x) **"Third-Party Services"** means those services specified as third party services on the Order.

(y) "**Third-Party Software**" means the software specified as third-party software on the Order.

(z) "**Third-Party User**" means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

10.3. Parties in Interest.

(a) This Agreement shall bind, benefit and be enforceable by and against Superion and Customer and, their respective permitted successors and assigns.

(b) Neither party may assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other party's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of Superion, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 0 ("**Customer Assignment**"). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, "**Customer Additional Business Acquisition**"), Customer shall give notice to Superion notifying Superion if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition ("**Acquired Business**").

10.4. Export Laws. Customer acknowledges that the SG Solution Details and the services provided by Superion hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6. Entire Understanding. This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which Superion provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.7. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8. Severability, Heading and Counterparts. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the parties shall negotiate in good faith on replacement language that will express the intent of the parties in a legally enforceable manner and the remaining provisions of the Agreement will remain in full force and effect. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.9. Omitted.

10.10. Jurisdiction and Governing Law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or its subject matter. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Brevard County, Florida, or the

United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

10.11 **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement to the contrary, the City (Customer) intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Superion agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). 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. This paragraph shall survive termination of this Agreement.

10.12 **Insurance.** During the term of this Agreement, Superion shall be responsible for providing and maintaining the types of insurance and limits per claim as set forth below:

(a) Professional liability: Proof of professional liability insurance shall be provided to the Customer for the minimum amount of $1,000,000 on a per occurrence basis.

(b) Superion shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Customer from claims of property damages and personal injury which may arise from any services performed under this Agreement whether such services are performed by Superion or by anyone directly employed by or contracting with Superion.

(c) Superion shall maintain adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing services for the Customer pursuant to this Agreement.

During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the Customer.

10.13 **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Superion agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Superion related, directly or indirectly, to the services provided to the Customer under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Customer, may be deemed to be a public record, whether in the possession or control of the Customer or the Superion. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Superion are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Customer's designated custodian of public records.

IF SUPERION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPERION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

Superion is required to and agrees to comply with public records laws. Superion shall keep and maintain all public records required by the Customer to perform the services as agreed to herein. Superion shall provide the Customer, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Superion shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Superion shall transfer to the Customer, at no cost, all public records in possession of the Superion, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Superion shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Superion shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the City Clerk, in a format that is compatible with the information technology systems of the Customer. Should the Customer not possess public records relating to this Agreement which are requested to be inspected or copied by the Customer or any other person, the Customer shall immediately notify Superion of the request and the Superion shall then provide such records to the Customer or allow the records to be inspected or copied within a reasonable time. If the Superion does not comply with a public records request, the Customer may enforce this Section to the extent permitted by law. Superion acknowledges that if the Superion does not provide the public records to the Customer within a reasonable time, the Superion may be subject to penalties under

Section 119.10, Florida Statutes. The Superion acknowledges that if a civil action is filed against the Superion to compel production of public records relating to this Agreement, the court may assess and award against Superion the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Superion, be open and freely exhibited to the Customer for the purpose of examination, audit, or otherwise. Failure by Superion to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Customer upon delivery of a written notice of cancellation. If Superion fails to comply with this Section, and the Customer must enforce this Section, or the Customer suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Superion's failure to comply with this Section, the Customer shall collect from Superion prevailing party attorney's fees and costs, and any damages incurred by the Customer, for enforcing this Section against Superion. And, if applicable, the Customer shall also be entitled to reimbursement of all attorneys' fees and damages which the Customer had to pay a third party because of the Superion's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

Legislation Details (With Text)

File #:	17-344	**Version:**	1	**Name:**	July, 2017 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/1/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 07/31/2017. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.16 thru 07.31.17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	August 1, 2017
Agenda Date:	August 22, 2017
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 07/31/2017**.**

BACKGROUND:

The following reports for the period October 01, 2016 through July 31, 2017 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-16 thru 07-31-17

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 54

City Manager = 36

City of Cocoa CRA Board = 0

City Council = 18

Purchase Order Approvals 10-01-16 thru 07-31-17
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68897	10/12/2016	Pace Analytical Services, Inc.	$ 41,310.00	10/10/2016	John A. Titkanich, Jr. AICP
68908	10/12/2016	H&H Liquid Sludge Disposal Inc.	$ 50,000.00	10/10/2016	John A. Titkanich, Jr. AICP
69039	10/19/2016	Garganese, Weiss & D'Agresta	$ 50,000.00	10/18/2016	Matthew J. Fuhrer (Acting)
69126	10/27/2016	Cardno, Inc.	$ 42,715.00	10/26/2016	John A. Titkanich, Jr. AICP
69171	10/31/2016	CDM Smith Inc.	$ 49,000.00	10/28/2016	John A. Titkanich, Jr. AICP
69268	11/4/2016	Insource Software Solutions	$ 38,645.58	11/2/2016	John A. Titkanich, Jr. AICP
69292	11/7/2016	Odyssey Manufacturing	$ 43,000.00	11/4/2016	John A. Titkanich, Jr. AICP
69314	11/8/2016	Lisa Cullen, Tax Collector	$ 36,000.00	11/8/2016	John A. Titkanich, Jr. AICP
69349	11/15/2016	Fausnight Stripe & Line	$ 39,984.70	11/10/2016	John A. Titkanich, Jr. AICP
69425	11/28/2016	Quentin L. Hampton Associates	$ 38,485.00	11/18/2016	Matthew J. Fuhrer (Acting)
69427	11/28/2016	Bussen Mayer Engineering	$ 39,476.80	11/18/2016	Matthew J. Fuhrer (Acting)
69429	11/28/2016	Fort Bend Services, Inc.	$ 40,662.00	11/18/2016	Matthew J. Fuhrer (Acting)
69432	11/28/2016	CDM Smith Inc.	$ 44,600.00	11/22/2016	John A. Titkanich, Jr. AICP
69464	11/30/2016	Water Resource Associates	$ 49,500.00	11/29/2016	John A. Titkanich, Jr. AICP
69619	12/27/2016	Ring Power Corporation	$ 37,061.00	12/21/2016	John A. Titkanich, Jr. AICP
69656	12/28/2016	Burnett Lime Company Inc.	$ 49,500.00	12/27/2016	John A. Titkanich, Jr. AICP
69701	1/4/2017	Ring Power Corporation	$ 40,066.70	1/4/2017	John A. Titkanich, Jr. AICP
69708	1/4/2017	Architects RZK Inc.	$ 36,441.85	12/30/2016	Matthew J. Fuhrer (Acting)
69795	1/18/2017	Quentin L. Hampton Associates	$ 35,200.00	1/18/2017	John A. Titkanich, Jr. AICP
69797	1/18/2017	Graybar Electric	$ 39,706.08	1/18/2017	John A. Titkanich, Jr. AICP
69827	1/24/2017	Underwater Solutions	$ 42,324.00	1/23/2017	Matthew J. Fuhrer (Acting)
69828	1/24/2017	Trane (Maitland)	$ 48,000.00	1/23/2017	Matthew J. Fuhrer (Acting)
69957	2/9/2017	Atlantic Development	$ 40,140.80	2/9/2017	John A. Titkanich, Jr. AICP
70108	3/13/2017	Sunstate Meter	$ 45,200.00	3/10/2017	John A. Titkanich, Jr. AICP
70109	3/13/2017	Bussen Mayer Engineering	$ 39,690.00	3/10/2017	John A. Titkanich, Jr. AICP
70211	3/23/2017	Infrastructure Solutions	$ 40,000.00	3/22/2017	Matthew J. Fuhrer (Acting)
70340	4/18/2017	Morse Communications, Inc.	$ 48,589.65	4/11/2017	John A. Titkanich, Jr. AICP
70342	4/18/2017	Solid Waste Management	$ 41,000.00	4/17/2017	Matthew J. Fuhrer (Acting)
70367	4/24/2017	Cart-Away Concrete Systems, Inc.	$ 46,142.00	4/24/2017	John A. Titkanich, Jr. AICP
70511	5/16/2017	Water Treatment & Controls	$ 36,690.00	5/17/2017	John A. Titkanich, Jr. AICP
70516	5/18/2017	Coggin Ford	$ 46,904.38	5/17/2017	John A. Titkanich, Jr. AICP
70523	5/18/2017	Myra Planning & Design, LLC	$ 36,662.00	5/18/2017	John A. Titkanich, Jr. AICP
70576	6/1/2017	Pro Co Inc.	$ 49,890.00	5/31/2017	John A. Titkanich, Jr. AICP
70648	6/14/2017	Terracon Consultants	$ 37,450.00	6/14/2017	John A. Titkanich, Jr. AICP
70711	7/6/2017	Environmental PR Group	$ 48,250.00	7/3/2017	Matthew J. Fuhrer (Acting)
70736	7/10/2017	Barney's Pumps	$ 38,450.00	7/7/2017	John A. Titkanich, Jr. AICP

36 Purchase Order Approved by City Manager

Purchase Order Approvals 10-01-16 thru 07-31-17
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 8/1/2017

Purchase Order Approvals 10-01-16 thru 07-31-17
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68880	10/11/2016	Cutwater Asset Management Corp.	$ 37,500.00	2/23/2010	City Council
68882	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68884	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68886	10/11/2016	Garganese, Weiss & D'Agresta	$ 35,000.00	8/29/2000	City Council
68983	10/17/2016	Florida Power & Light Miami	$ 35,000.00	9/27/2016	City Council
69033	10/19/2016	FL Dept of Corrections	$ 43,122.75	10/27/2015	City Council
69050	10/20/2016	Quentin L. Hampton Associates	$ 36,498.00	7/26/2016	City Council
69150	10/31/2016	Universal Steel of America, Inc.	$ 39,069.00	4/12/2016	City Council
69356	11/15/2016	DBI Demolition	$ 46,938.70	10/25/2016	City Council
69420	11/28/2016	United Self Insured Services	$ 49,000.00	9/27/2016	City Council
69651	12/27/2016	Tech Systems, Inc.	$ 48,900.00	10/11/2016	City Council
69653	12/27/2016	Glover Oil Company	$ 36,750.00	7/8/2014	City Council
69955	2/9/2017	CDM Smith Inc.	$ 39,180.00	12/8/2015	City Council
70128	3/13/2017	Housing Authority of the City of Cocoa	$ 40,000.00	6/28/2016	City Council
70287	4/5/2017	New Millennium Building System	$ 41,104.00	2/28/2017	City Council
70385	4/26/2017	Glover Oil Company	$ 40,744.68	7/8/2014	City Council
70518	5/18/2017	Allied Building Products Co.	$ 36,055.84	2/28/2017	City Council
70611	6/7/2017	American Roll Up Door	$ 41,139.00	2/28/2017	City Council

18 Purchase Order Approved by City Council

Legislation Details (With Text)

File #:	17-350	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/8/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	FY 2017 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	July FY 2017 EXPENSE Budget Tracking Worksheet.pdf July FY 2017 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 8, 2017
Agenda Date: August 22, 2017
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2017 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2017 thru July 31, 2017.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2017 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 7/31/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
02/24/17	001-1000-511.48-00	(51)	TXFR FOR COST INCREASE		1870
	001-1000-511.54-00	51			
05/26/17	001-1000-511.24-00	1	TXFR-CHNG HLTH ELECTS & HLTH & WC RATE INCR		3082
	001-1000-511.23-00	4,900			
2	Budget Amendments/Transfers		Division 1000 Total	$4,901	
1100 - CITY MANAGER'S OFFICE					
04/18/17	001-1100-512.42-00	(100)	ATTEND AN EXPO AT UCF TO RECRUIT CM OFFICE INTERN		2559
	001-1100-512.49-00	100			
05/31/17	001-1100-512.40-00	4,000	BDGT TXFR ACCR(1),WC RATE INC, CM FUTR LAW SESSION		3134
2	Budget Amendments/Transfers		Division 1100 Total	$4,000	
1103 - INFORMATION TECHNOLOGY					
11/30/16	001-1103-516.46-00	(3,890)	FUNDS FOR ARGENT NETWORK MONITORING SOFTWARE		641
	001-1103-516.68-10	3,890			
02/28/17	001-1103-516.24-00	132	GIS ADMIN MOVED TO IT DIV FROM COM SVCS ADMIN DIV		2065
	001-1103-516.27-00	2,400			
	001-1103-516.21-00	3,395			
	001-1103-516.22-00	3,765			
	001-1103-516.23-00	15,583			
	001-1103-516.12-00	50,066			
05/31/17	001-1103-516.23-00	(6,670)	BDGT TXFR ACCR(1),WC RATE INC, CM FUTR LAW SESSION		3134
	001-1103-516.24-00	200			
	001-1103-516.12-12	6,470			
3	Budget Amendments/Transfers		Division 1103 Total	$75,341	
1500 - FINANCE GENERAL ACCOUNTNG					
05/31/17	001-1500-513.24-00	100	BUDGET TXFR-FN MID YR NEG		3118
	001-1500-513.23-00	1,400			
1	Budget Amendments/Transfers		Division 1500 Total	$1,500	
1505 - PURCHASING					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
05/31/17	001-1505-513.24-00	100	BUDGET TXFR-FN MID YR NEG	3118
	001-1505-513.23-00	2,400		
1	Budget Amendments/Transfers		Division 1505 Total $2,500	
1510 - FINANCE UTILITY ACCOUNTNG				
02/14/17	001-1510-536.34-00	8,437	FUNDS TO COVER REMAIN CST OF UTIL METER AUDIT	1786
	001-1510-536.52-00	(240)	TXFR FUNDS TO COVER 12 MO RENEWAL OF PURCH ORDER	1787
	001-1510-536.44-00	240		
03/24/17	001-1510-536.12-00	(25,941)	MOVE A. HERNANDEZ SALARY EMPLOYEE ENTERED DROP	2259
	001-1510-536.13-00	25,941		
04/26/17	001-1510-536.34-00	(1,417)	TXFR FNDS TO EXPAND DESK IN BILLING FOR TWO CLERKS	2673
	001-1510-536.64-00	1,417		
05/31/17	001-1510-536.12-00	(4,000)	BUDGET TXFR-FN MID YR NEG	3118
	001-1510-536.23-00	(3,800)		
	001-1510-536.24-00	100		
	001-1510-536.27-00	3,700		
06/30/17	001-1510-536.34-00	(6,000)	COVER INCREASE IN UTILITY BILL POSTAGE RATES	3617
	001-1510-536.42-00	6,000		
6	Budget Amendments/Transfers		Division 1510 Total $4,437	
1600 - GENERAL OPERATIONS				
10/25/16	001-1600-513.39-00	(33,610)	6 FORREST AVE DEMOLITION AGENDA 16-487	228
11/18/16	001-1600-513.46-02	(10,050)	CITY HALL GENERATOR	534
	001-1600-513.64-00	10,050		
11/22/16	001-1600-513.39-00	(25,000)	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17	586
12/21/16	001-1600-513.52-00	(6,000)	COVER COST OF CUBICLE REORG ON 3RD FLOOR	973
	001-1600-513.64-00	6,000		
12/30/16	001-1600-513.39-00	124,214	FIRE PENSIONS BUDGETED IN WRONG DIVISION.	1058
01/24/17	001-1600-581.91-30	660,000	TXFR TO CAP PROJ FNDS FRM GEN RSRV FOR 3 FIRE STATN	1442
02/16/17	001-1600-513.49-00	154,021	CAP IMPROV REFND REV BOND SERIES 2016 (11/01/16)	1791
	001-1600-585.73-00	9,928,054		
02/24/17	001-1600-513.52-00	(19,150)	TXFR NEW EOC GENERATOR	1871
	001-1600-513.46-02	(4,950)		
	001-1600-513.49-00	24,100		
03/28/17	001-1600-513.34-00	(13,108)	SUMMER YOUTH PROGRAM CHNG TO DIRECT PARTIC PAY	2360
	001-1600-513.21-00	853		
	001-1600-513.24-00	1,117		
	001-1600-513.13-00	11,138		
04/11/17	001-1600-513.39-00	(62,000)	USE GEN FUND CONTINGENCY FOR COMP ANLSYS OF LE SVC	2498

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/11/17	001-1600-513.31-00	62,000	USE GEN FUND CONTINGENCY FOR COMP ANLSYS OF LE SVC		2498
05/03/17	001-1600-513.39-00	(66,000)	ADD FNDS TO COVER LEGAL COSTS FOR REMAINDER OF FY		2764
	001-1600-513.31-01	66,000			
05/26/17	001-1600-513.39-00	(4,901)	TXFR-CHNG HLTH ELECTS & HLTH & WC RATE INCR		3082
05/30/17	001-1600-513.52-00	(7,779)	BUDGET TXFR EOC CAP ITEMS		3100
	001-1600-513.64-00	7,779			
05/31/17	001-1600-513.39-00	(4,000)	BDGT TXFR ACCR(1),WC RATE INC, CM FUTR LAW SESSION		3134
	001-1600-513.39-00	(54,000)	BDGT TXFR CONTRACTOR SVS INC COST ADV & REC PZ		3127
	001-1600-513.39-00	(88,532)	BDGT TXFR FD OT LMTD DUTY M WELDON PAYOUTS		3126
	001-1600-513.39-00	(14,510)	BDGT TXFR LIUNA RECLASS HLTH-WORK COMP RATE		3124
	001-1600-513.39-00	(23,150)	BDGTTXFR LIUNA,SHOES,DROP HLTH WORK COMP RATE ADJ		3125
	001-1600-513.39-00	(5,907)	BUDGET TXFR-PYRL SHORTAGE END OF FY17 RATE INC		3123
06/22/17	001-1600-513.52-00	(35,000)	ADDS PROJECT BUDGET MISSED AT FY17 BEGINNING		3482
	001-1600-513.52-00	35,000			
	001-1600-513.46-02	(10,050)	CORRECT BAF GROUP 354 CITY HALL GENERATOR		3482
	001-1600-513.64-00	(10,050)			
	001-1600-513.46-02	10,050			
	001-1600-513.64-00	10,050			
	001-1600-513.52-00	(6,000)	CORRECT BAF GROUP 973 COST OF 3RD FLOOR CUBICLE		3482
	001-1600-513.64-00	(6,000)			
	001-1600-513.52-00	6,000			
	001-1600-513.64-00	6,000			
07/24/17	001-1600-513.31-33	(27,560)	COVER COSTS FOR CAREATC PURCHASE ORDERS		3932
	001-1600-513.52-33	27,560			
23	Budget Amendments/Transfers			Division 1600 Total 0,612,679	
1601 - EMERGENCY/DISASTER SVS					
05/31/17	001-1601-525.34-00	27,326	BDGT AMEND HURRICANE COST FEMA TO REIMB		3120
	001-1601-525.52-00	31,347			
	001-1601-525.27-00	133	BDGT AMEND HURRICANE COST REIMB BY FEMA		3119
	001-1601-525.46-00	334			
	001-1601-525.46-02	430			
	001-1601-525.24-00	2,654			
	001-1601-525.31-00	8,469			
	001-1601-525.23-00	22,797			
	001-1601-525.22-03	166			3121
	001-1601-525.22-00	5,880			
	001-1601-525.22-01	12,189			
	001-1601-525.21-00	13,068			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/31/17	001-1601-525.14-00	56,277	BDGT AMEND HURRICANE COST REIMB BY FEMA		3121
	001-1601-525.12-00	113,682			
3	Budget Amendments/Transfers		Division 1601 Total	$294,752	
1801 - HUMAN RESOURCES					
05/03/17	001-1801-513.55-00	(200)	REQUIRED TO COVER RELATED TRAVEL AND PER DIEM EXPNS		2759
	001-1801-513.40-00	200			
05/26/17	001-1801-513.12-00	(2,700)	59 CHG IN ELECT / SHRT FALL		3078
	001-1801-513.24-00	(50)	TXFR-INCR IN HLTH WC INS% CHG IN ELECT / SHRT FALL		3078
06/30/17	001-1801-513.40-00	450	COVER TRAVEL EXPENSES FOR WORKERS COMP CONFERENCE		3617
4	Budget Amendments/Transfers		Division 1801 Total	($2,300)	
1805 - CITY CLERK					
05/26/17	001-1805-513.24-00	50	TXFR-INCR IN HLTH WC INS% CHG IN ELECT / SHRT FALL		3078
	001-1805-513.23-00	2,700			
06/30/17	001-1805-513.40-00	(450)	COVER TRAVEL EXPENSES FOR WORKERS COMP CONFERENCE		3617
2	Budget Amendments/Transfers		Division 1805 Total	$2,300	
2100 - POLICE ADMIN/OPERATIONS					
10/21/16	001-2100-521.52-00	2,016	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
12/05/16	001-2100-521.64-00	(10,080)	PD SECURED A LOWER PRICE FOR PATROL SHIELDS		703
	001-2100-521.52-00	10,080			
12/15/16	001-2100-521.64-00	(1,795)	CRIME SCENE STATION		881
	001-2100-521.68-10	1,795			
12/21/16	001-2100-521.52-00	(5,163)	PURCHASE 4 SWAT VESTS WITH BULLETPROOF GRANT		973
	001-2100-521.52-00	(3,151)			
	001-2100-521.64-00	8,314			
01/10/17	001-2100-521.52-00	(1,474)	ADD FNDS TO COVER PRCHSE OF JAIL VAN REPLACEMENT		1178
	001-2100-521.64-00	1,474			
03/10/17	001-2100-521.52-00	(149)	RENEW A MEMBERSHIP TO ADD ADDTNL NOTARY FOR RECORDS		2064
03/20/17	001-2100-521.64-00	(11,281)	JAG GRAN BUDGETED IN WRNG ACCT. RECLASS TRANSACTNS		2168
	001-2100-521.64-00	(10,863)			
	001-2100-521.68-10	(1,795)			
	001-2100-521.52-00	(1,240)			
	001-2100-521.52-00	1,240			
	001-2100-521.68-10	1,795			
	001-2100-521.64-01	22,144			
03/21/17	001-2100-521.64-00	4,378	CODE ENFORCEMENT MOVE TO PD OFFICES		2194
	001-2100-521.52-00	12,296			
03/28/17	001-2100-521.64-00	(1,198)	COVER TASER AND TRAFFIC UNIT PURCH FOR JAG GRANT		2287

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/28/17	001-2100-521.64-00	(85)	COVER TASER AND TRAFFIC UNIT PURCH FOR JAG GRANT		2287
	001-2100-521.64-01	1,283			
05/03/17	001-2100-521.55-00	860	ADD FNDS AWRDED BY VOCA GRANTOR FOR TRAINING		2761
	001-2100-521.40-00	1,140			
05/26/17	001-2100-521.52-00	1,500	ACCEPT REV/EXP DONATION SHIELDS/SCOPE		3084
	001-2100-521.64-00	5,928			
05/31/17	001-2100-521.12-00	(41,570)	BDGT TXFR UNFRZ 2 POS UNFND, ACCR (3),OTHR COST		3132
	001-2100-521.24-00	540			
	001-2100-521.27-00	650			
	001-2100-521.22-00	1,530			
	001-2100-521.15-00	5,430			
	001-2100-521.22-01	33,420			
06/16/17	001-2100-521.52-00	(159)	HOMETOWN NEWS ADVERT PRCHSE LITH POLY BATTERYS		3414
	001-2100-521.49-02	159			
	001-2100-521.52-00	1,049			
06/27/17	001-2100-521.52-00	(60)	ADD FNDS TO CNVERT PD VAN TO 3 COMPARTMENT VAN		3525
	001-2100-521.64-00	60			
	001-2100-521.55-00	(2,152)	COVER INTOXYLIZER REPAIR AND MOPHOTRAK RENEWAL		3525
	001-2100-521.52-00	(534)			
	001-2100-521.46-00	1,584			
07/31/17	001-2100-521.52-00	(959)	ADD PROJ # FOR RECHARGE BATTERIES FOR NEW RADIOS		4035
	001-2100-521.42-00	(23)			
	001-2100-521.42-00	23			
	001-2100-521.52-00	959			
	001-2100-521.52-30	(8,000)	CODE ENF FREIGHT & CLERK FILINGS / PD ROOF REPAIRS		4035
	001-2100-521.46-02	8,000			
17	Budget Amendments/Transfers		Division 2100 Total	$27,916	
2101 - POLICE COMMUNICATIONS					
10/21/16	001-2101-521.64-00	(2,016)	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
03/10/17	001-2101-521.54-00	149	RENEW A MEMBERSHIP TO ADD ADDTNL NOTARY FOR RECORDS		2064
03/21/17	001-2101-521.64-00	(25,985)	CODE ENFORCEMENT MOVE TO PD OFFICES		2194
05/31/17	001-2101-521.12-00	(1,370)	BDGT TXFR UNFRZ 2 POS UNFND, ACCR (3),OTHR COST		3132
	001-2101-521.12-12	1,370			
06/16/17	001-2101-521.64-00	(1,049)	HOMETOWN NEWS ADVERT PRCHSE LITH POLY BATTERYS		3414
06/27/17	001-2101-521.64-00	(416,697)	BUDGET FOR RC2014 WAS NOT ENTERED. THIS ASSIGNS IT		3528
	001-2101-521.64-00	416,697			
07/20/17	001-2101-521.20-00	(100)	TRANSFER IS NEEDED TO CORRECT NEGATIVE BALANCE		3898
	001-2101-521.12-12	100			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/17	001-2101-521.34-00	(1,078)	CODE ENF FREIGHT & CLERK FILINGS / PD ROOF REPAIRS		4035
	001-2101-521.55-00	(872)			
	001-2101-521.52-00	1,950			
8	Budget Amendments/Transfers		Division 2101 Total	($28,901)	
2132 - CODE ENFORCEMENT					
02/28/17	001-2132-524.47-00	25	MOVE 4 POSITIONS TO PD FRM COMM SVCS DIV		2066
	001-2132-524.54-00	140			
	001-2132-524.52-00	400			
	001-2132-524.55-00	565			
	001-2132-524.40-00	750			
	001-2132-524.45-00	939			
	001-2132-524.52-30	1,550			
	001-2132-524.46-03	2,160			
	001-2132-524.41-00	2,340			
	001-2132-524.24-00	3,065			
	001-2132-524.49-00	3,500			
	001-2132-524.42-00	3,700			
	001-2132-524.27-00	4,800			
	001-2132-524.22-00	11,128			
	001-2132-524.21-00	11,780			
	001-2132-524.34-00	20,000			
	001-2132-524.23-00	39,146			
	001-2132-524.12-00	147,972			
03/21/17	001-2132-524.52-00	4,031	CODE ENFORCEMENT MOVE TO PD OFFICES		2194
	001-2132-524.64-00	5,280			
04/13/17	001-2132-524.34-00	(5,000)	TXFR FNDS BACK TO CODE EN TO COVER INCURRED EXPNSES		2495
05/31/17	001-2132-524.12-00	(3,930)	BDGT TXFR CE MOVE PD ACCR (1) UNEXPECTED COSTS		3133
	001-2132-524.14-00	30			
	001-2132-524.12-12	900			
	001-2132-524.27-00	3,000			
06/27/17	001-2132-524.55-00	40	COVER INTOXYLIZER REPAIR AND MOPHOTRAK RENEWAL		3525
	001-2132-524.40-00	112			
	001-2132-524.42-00	425			
	001-2132-524.44-00	525			
07/31/17	001-2132-524.46-03	(1,301)	CODE ENF FREIGHT & CLERK FILINGS / PD ROOF REPAIRS		4035
	001-2132-524.42-00	301			
	001-2132-524.49-00	1,000			
6	Budget Amendments/Transfers		Division 2132 Total	$259,373	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2200 - FIRE ADMINISTRATION					
12/15/16	001-2200-522.52-00	(561)	FIRE INSPECTOR CELL PHONE		881
	001-2200-522.41-00	561			
02/02/17	001-2200-522.52-00	(40)	BUSINESS CARDS FOR NEW FIRE INSPECTOR		1552
	001-2200-522.47-00	40			
05/23/17	001-2200-522.23-00	(23,100)	COVER OVERTIME COSTS FOR FIRE DEPARTMENT		3189
	001-2200-522.12-00	(2,020)			
	001-2200-522.15-00	250			
	001-2200-522.13-00	820			
	001-2200-522.24-00	950			
06/27/17	001-2200-522.52-02	110	FNDS TO PURCHSE UNIFORM FOR NEW FIRE INSPECTOR		3525
4	Budget Amendments/Transfers			Division 2200 Total ($22,990)	
2201 - FIRE OPERATIONS					
12/30/16	001-2201-522.22-02	(128,299)	FIRE PENSIONS BUDGETED IN WRONG DIVISION.		1058
	001-2201-522.34-00	4,085			
05/23/17	001-2201-522.13-00	(21,200)	COVER OVERTIME COSTS FOR FIRE DEPARTMENT		3189
	001-2201-522.15-00	5,200			
	001-2201-522.24-00	16,000			
	001-2201-522.23-00	23,100			
05/31/17	001-2201-522.12-00	(22,597)	BDGT TXFR FD OT LMTD DUTY M WELDON PAYOUTS		3126
	001-2201-522.12-12	22,597			
	001-2201-522.14-00	88,532			
06/27/17	001-2201-522.52-02	(110)	FNDS TO PURCHSE UNIFORM FOR NEW FIRE INSPECTOR		3525
07/11/17	001-2201-522.64-00	(38,230)	ADD PROJECT BUDGET FOR FY17. WAS MISSED IN OCT.		3736
	001-2201-522.64-00	38,230			
	001-2201-522.52-05	8,400	MEDICAL MONITOR TRADE IN FOR EMS 1ST RESPOND SUPPL		3801
6	Budget Amendments/Transfers			Division 2201 Total ($4,292)	
3200 - ADMINISTRATION					
10/21/16	001-3200-515.61-00	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
10/25/16	001-3200-515.49-00	33,610	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/22/16	001-3200-515.34-00	25,000	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
12/30/16	001-3200-515.61-00	(111,317)	MAGNOLIA POINTE SUBDIVIS RECLASS FROM LAND		1057
	001-3200-515.49-00	111,317			
01/23/17	001-3200-515.49-00	3,000	UNANTICIPATED BREVARD CO CHARGE FOR TAX COLLECTION		1371
02/28/17	001-3200-515.12-00	(50,066)	GIS ADMIN MOVED TO IT DIV FROM COM SVCS ADMIN DIV		2065
	001-3200-515.23-00	(15,583)			
	001-3200-515.22-00	(3,765)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/28/17	001-3200-515.21-00	(3,395)	GIS ADMIN MOVED TO IT DIV FROM COM SVCS ADMIN DIV		2065
	001-3200-515.27-00	(2,400)			
	001-3200-515.24-00	(132)			
	001-3200-515.12-00	(147,972)	MOVE 4 POSITIONS TO PD FRM COMM SVCS DIV		2066
	001-3200-515.23-00	(39,146)			
	001-3200-515.34-00	(20,000)			
	001-3200-515.21-00	(11,780)			
	001-3200-515.22-00	(11,128)			
	001-3200-515.27-00	(4,800)			
	001-3200-515.42-00	(3,700)			
	001-3200-515.49-00	(3,500)			
	001-3200-515.24-00	(3,065)			
	001-3200-515.41-00	(2,340)			
	001-3200-515.46-03	(2,160)			
	001-3200-515.52-30	(1,550)			
	001-3200-515.45-00	(939)			
	001-3200-515.40-00	(750)			
	001-3200-515.55-00	(565)			
	001-3200-515.52-00	(400)			
	001-3200-515.54-00	(140)			
	001-3200-515.47-00	(25)			
04/06/17	001-3200-515.49-00	3,000	BUDGET SHORTFALL DUE TO HIGHER ADVERTISING EXPENS		2417
04/13/17	001-3200-515.34-00	5,000	TXFR FNDS BACK TO CODE EN TO COVER INCURRED EXPNSES		2495
05/03/17	001-3200-515.31-00	70,000	TXFR FNDS FOR COCO VLLGE PRKNG STUDY FROM PW TO CS		2760
05/31/17	001-3200-515.49-00	5,000	BDGT TXFR CONTRACTOR SVS INC COST ADV & REC PZ		3127
	001-3200-515.34-00	49,000			
	001-3200-515.12-00	(9,450)	BDGT TXFR OT, ACCR SPEC EVNTS, HLTH&WC COSTS		3128
	001-3200-515.23-00	(6,625)			
	001-3200-515.14-00	175			
	001-3200-515.24-00	325			
12	Budget Amendments/Transfers		Division 3200 Total	($33,266)	
3205 - ECONOMIC DEVELOPMENT					
01/23/17	001-3205-559.48-00	(3,000)	UNANTICIPATED BREVARD CO CHARGE FOR TAX COLLECTION		1371
04/06/17	001-3205-559.48-00	(3,000)	BUDGET SHORTFALL DUE TO HIGHER ADVERTISING EXPENS		2417
05/31/17	001-3205-559.12-00	(525)	BDGT TXFR OT, ACCR SPEC EVNTS, HLTH&WC COSTS		3128
	001-3205-559.12-12	525			
07/31/17	001-3205-559.55-00	(150)	PAY MEMBERSHIP DUES FOR ECON DEV COMMISSION		4035
	001-3205-559.54-00	150			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4	Budget Amendments/Transfers		Division 3205 Total	($6,000)	
3290 - LEISURE SERVICES					
03/21/17	001-3290-574.34-00	(1,600)	TXFR TO COVER PURCHSE OF NEW BANQUET TABLES		2185
	001-3290-574.52-00	1,600			
05/31/17	001-3290-574.24-00	775	BDGT TXFR OT, ACCR SPEC EVNTS, HLTH&WC COSTS		3128
	001-3290-574.23-00	6,675			
	001-3290-574.15-00	8,125			
2	Budget Amendments/Transfers		Division 3290 Total	$15,575	
3500 - ADMINISTRATION					
05/31/17	001-3500-519.14-00	13	BUDGET TXFR-PYRL SHORTAGE END OF FY17 RATE INC		3123
	001-3500-519.24-00	94			
	001-3500-519.23-00	1,200			
1	Budget Amendments/Transfers		Division 3500 Total	$1,307	
3510 - PUBLIC WORKS MAINTENANCE					
11/08/16	001-3510-541.63-00	(16,702)	ADD FNDS FOR REMOVAL OF LIGHTING ON FISKE BLVD		402
	001-3510-541.63-00	16,702			
12/13/16	001-3510-541.63-00	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
02/28/17	001-3510-541.63-00	75,000	FISKE BLVD PHS 1 PROJ EXP ADDTNL FUNDS AGNDA 17-099		2063
03/10/17	001-3510-541.52-00	(13,800)	REFURB BILLBOARD SIGNS ON ROSA L / US 1 CITY OWNS		2064
04/11/17	001-3510-541.53-00	(38,545)	COVER PW PART OF PEACHTRE WATER MAIN IMPROVEMENTS		2496
	001-3510-541.63-00	38,545			
04/18/17	001-3510-541.53-00	(20,000)	COVER SHORTAGE DUE TO LIGHT POLE PURCHASES		2557
	001-3510-541.46-00	20,000			
05/03/17	001-3510-541.31-00	(70,000)	TXFR FNDS FOR COCO VLLGE PRKNG STUDY FROM PW TO CS		2760
05/05/17	001-3510-541.63-00	(46,906)	COVER PURCHSE OF FORD F450 FOR GROUNDS DEPT		2806
05/15/17	001-3510-541.63-00	(15,839)	TXFR FNDS TO COMPLETE PEACHTREE ST LED LIGHTING		2900
	001-3510-541.63-00	15,839			
05/22/17	001-3510-541.52-00	(295,000)	CORRECT BUS SHELTER PROJ PW17BS ACCOUNT BALANCE		3002
	001-3510-541.52-00	295,000			
05/31/17	001-3510-541.20-00	110	BDGT TXFR LIUNA RECLASS HLTH-WORK COMP RATE		3124
	001-3510-541.21-00	700			
	001-3510-541.22-00	700			
	001-3510-541.24-00	3,000			
	001-3510-541.12-00	10,000			
	001-3510-541.23-00	(1,450)	BUDGET TXFR-PYRL SHORTAGE END OF FY17 RATE INC		3123
12	Budget Amendments/Transfers		Division 3510 Total	$224,140	
3520 - PARKS & BEAUTIFICATION					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/01/16	001-3520-572.34-09	(20,000)	MOWING CONTRACT		292
	001-3520-572.34-00	20,000			
03/28/17	001-3520-572.52-00	(1,180)	TILLER P.O. WAS OP SUPPLY INSTEAD OF CAPITAL EQUP		2287
	001-3520-572.64-00	1,180			
05/05/17	001-3520-572.34-09	(500)	COVER A NEGATIVE ACCOUNT BALANCE DUE TO TREE PRCHS		2806
	001-3520-572.42-00	500			
	001-3520-572.64-00	46,906	COVER PURCHSE OF FORD F450 FOR GROUNDS DEPT		2806
05/31/17	001-3520-572.23-00	250	BUDGET TXFR-PYRL SHORTAGE END OF FY17 RATE INC		3123
	001-3520-572.24-00	5,800			
06/27/17	001-3520-572.46-00	(2,000)	SATISFY A NEGATIVE TOTAL IN THE OPERATING ACCOUNT		3524
	001-3520-572.34-09	(600)			
	001-3520-572.44-00	(500)			
	001-3520-572.49-02	(300)			
	001-3520-572.52-00	3,400			
6	Budget Amendments/Transfers		Division 3520 Total	$52,956	
3540 - PUBLIC WORKS- FLEET MAINT					
12/07/16	001-3540-519.55-00	(500)	COVER INCREASED COSTS OF VERTICAL TIRE CAROUSEL		743
	001-3540-519.64-00	500			
05/31/17	001-3540-519.12-00	(14,410)	BDGT TXFR EMP DROP-REPLC HLTH - WORK COMP RATE INC		3122
	001-3540-519.24-00	100			
	001-3540-519.20-00	110			
	001-3540-519.13-00	14,200			
2	Budget Amendments/Transfers		Division 3540 Total	$0	
3560 - FACILITY MANAGEMENT					
11/22/16	001-3560-519.46-00	(1,000)	COVER POSTAGE & FREIGHT FOR SPLASHPAD / RVRFNT PK		561
	001-3560-519.42-00	1,000			
02/14/17	001-3560-519.46-00	(4,313)	TXFR TO COVER CITY HALL TRACER ES SOFT LICENSE		1787
	001-3560-519.68-10	4,313			
05/31/17	001-3560-519.20-00	250	BDGTTXFR LIUNA,SHOES,DROP HLTH WORK COMP RATE ADJ		3125
	001-3560-519.22-00	1,100			
	001-3560-519.24-00	2,000			
	001-3560-519.13-00	19,800			
07/20/17	001-3560-519.46-02	(5,000)	OPERATING FUNDS ARE LOW SUPPLIES AND TOOLS NEEDED		3898
	001-3560-519.52-00	5,000			
07/24/17	001-3560-519.46-02	(3,500)	MOVE PORCHER HOUSE SIGN TO OPERATING FROM REPAIR		3932
	001-3560-519.52-00	3,500			
07/31/17	001-3560-519.46-02	(200)	COVER SHIPPING COSTS FOR PD ROOF REPAIR		4035
	001-3560-519.42-00	200			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/17	001-3560-519.40-00	(300)	PURCHASE BRONZE PLAQUE DEDICATING MOORE CENTER		3956
7 Budget Amendments/Transfers			Division 3560 Total	$22,850	
3580 - CAPITAL PROJECTS MNGMT					
10/21/16	001-3580-519.62-00	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
03/10/17	001-3580-519.46-00	13,800	REFURB BILLBOARD SIGNS ON ROSA L / US 1 CITY OWNS		2064
05/31/17	001-3580-519.12-00	(912)	BDGT TXFR EMP DROP-REPLC HLTH - WORK COMP RATE INC		3122
	001-3580-519.24-00	12			
	001-3580-519.23-00	900			
07/31/17	001-3580-519.48-00	300	PURCHASE BRONZE PLAQUE DEDICATING MOORE CENTER		3956
4 Budget Amendments/Transfers			Division 3580 Total	$246,036	
138 Total Budget Amendments/Transfers			**GENERAL FUND**	**11,754,814**	
3240 - HOUSING GRANTS					
05/31/17	103-3240-554.12-00	(245)	BDGT TXFR HLTH WORK COMP RATE CHG & SHORTFALLS		3130
	103-3240-554.24-00	5			
	103-3240-554.23-00	240			
1 Budget Amendments/Transfers			Division 3240 Total	$0	
1 Total Budget Amendments/Transfers			**CDBG**	**$0**	
3240 - HOUSING GRANTS					
05/26/17	104-3240-554.83-00	49,900	MOU REIMB HOME DOLLARS BTWN PLM BAY/COCOA		3083
1 Budget Amendments/Transfers			Division 3240 Total	$49,900	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$49,900**	
3240 - HOUSING GRANTS					
05/31/17	105-3240-554.12-00	(60)	BDGT TXFR HLTH ELECT ADJ ADDL HLTH INS COSTS		3131
	105-3240-554.23-00	60			
1 Budget Amendments/Transfers			Division 3240 Total	$0	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
10/25/16	110-3230-559.39-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
01/25/17	110-3230-559.39-00	(1,908)	ENGINEERING REPORT ANLYS LEE WENNER PARK DAYSLPS		1418
	110-3230-559.34-00	1,908			
03/08/17	110-3230-559.39-00	(2,000)	XFR FOR ANTICIPATED SHORT IN LEGAL EXP FACADE GRANT		2026
	110-3230-559.31-01	2,000			
04/06/17	110-3230-559.39-00	(15,681)	TXFR TO COVER FINAL DESGN AND ENG OF HARRISON ST		2417
	110-3230-559.63-00	15,681			
05/04/17	110-3230-559.39-00	(2,000)	COVER SHORTFALL IN LEGAL EXPENSES		2784
	110-3230-559.31-01	2,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/04/17	110-3230-559.39-00	(500)	COVER SHORTFALL IN OTHER WHICH PAYS CLERK OF COURT		2784
	110-3230-559.49-00	500			
05/18/17	110-3230-559.49-00	(15)	COVER PHONE STIPED FOR REDEVELOPMENT SPECIALIST		2965
	110-3230-559.41-00	15			
05/31/17	110-3230-559.12-00	(50)	BDGT TXFR COVER OT		3129
	110-3230-559.14-00	50			
07/17/17	110-3230-559.39-00	(48,140)	TXFR LEE WINNER CRA 7-11 CONTINGENCY TO INFRASTUCT		3840
	110-3230-559.63-00	48,140			
9	Budget Amendments/Transfers		Division 3230 Total	($6,942)	
	9 Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
3230 - CRA ADMIN/OPERATIONS					
03/21/17	111-3230-559.45-00	36	BREVARD CO NEW MILLAGE RT INCRSE TIF REV DMD SQ CRA		2193
	111-3230-559.55-00	1,480			
05/18/17	111-3230-559.49-00	(15)	COVER PHONE STIPED FOR REDEVELOPMENT SPECIALIST		2965
	111-3230-559.41-00	15			
2	Budget Amendments/Transfers		Division 3230 Total	$1,516	
	2 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$1,516**	
3230 - CRA ADMIN/OPERATIONS					
11/07/16	112-3230-559.83-02	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1	Budget Amendments/Transfers		Division 3230 Total	$3,748	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$3,748**	
1600 - GENERAL OPERATIONS					
01/24/17	201-1600-513.71-00	120,000	DEBT SVC ON FIRE PROTECT ASSESS REV BONDS, S 2016		1442
	201-1600-513.72-00	239,680			
05/15/17	201-1600-513.72-00	(40,000)	TXFR OF DIFFERENCE BTWN 2007 BND & 2016 CAP INV B		2901
	201-1600-513.71-00	40,000			
2	Budget Amendments/Transfers		Division 1600 Total	$359,680	
	2 Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$359,680**	
3580 - CAPITAL PROJECTS MNGMT					
10/25/16	301-3580-519.62-00	(65,000)	WETLAND MITITGATION AGREE FUND X-FER AGENDA 16-467		231
	301-3580-519.61-00	65,000			
01/24/17	301-3580-519.39-00	(1,080,000)	COST RELATED TO FIRE PROT ASS REV BOND AND CAP EXP		1445
	301-3580-519.39-00	(197,878)			
	301-3580-519.62-00	100,000			
	301-3580-519.73-00	197,878			
	301-3580-519.62-00	490,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/24/17	301-3580-519.62-00	490,000	COST RELATED TO FIRE PROT ASS REV BOND AND CAP EXP		1445
	301-3580-519.62-00	330,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
	301-3580-519.62-00	330,000			
02/10/17	301-3580-519.62-00	(18,146)	LAND EXP FIRE STN 1 & 3 LAND IMPRVMNTS TO SITES		1693
	301-3580-519.62-00	(246)			
	301-3580-519.61-00	246			
	301-3580-519.61-00	18,146			
02/14/17	301-3580-519.62-00	(71,190)	TXFR FOR CARDNO TASK ORD FOR BRUNSON AND FIRE ST 2		1790
	301-3580-519.61-00	71,190			
07/11/17	301-3580-519.62-00	(85,387)	TXFR FNDS FOR PURCHASE OF GENERATORS FOR FIRE STNS		3802
	301-3580-519.62-00	(64,389)			
	301-3580-519.62-00	(64,389)			
	301-3580-519.64-00	64,389			
	301-3580-519.64-00	64,389			
	301-3580-519.64-00	85,387			
6	Budget Amendments/Transfers		Division 3580 Total	$660,000	
	6 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$660,000**	
1515 - FIELD SERVICES					
10/19/16	421-1515-536.52-00	(1)	ORIGINAL QUOTE FOR ITRON WAS OFF BY $.19		144
	421-1515-536.46-00	1			
04/18/17	421-1515-536.41-00	(1,000)	ADD FUNDS TO BEE REMOVAL SERVICES PO		2557
	421-1515-536.52-00	1,000			
05/31/17	421-1515-536.12-00	(55)	BDGT TXFR EXPECTED PYRL RATE INCR THRU FY 2017		3142
	421-1515-536.20-00	55			
	421-1515-536.22-00	172,550			
3	Budget Amendments/Transfers		Division 1515 Total	$172,550	
1601 - EMERGENCY/DISASTER SVS					
05/31/17	421-1601-525.23-00	54	BDGT ADMEND HURRICANE REIMB BY FEMA		3135
	421-1601-525.21-00	61			
	421-1601-525.22-00	94			
	421-1601-525.12-00	780			
1	Budget Amendments/Transfers		Division 1601 Total	$989	
4010 - WATER ADMINISTRATION					
12/13/16	421-4010-536.31-00	479,454	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
02/14/17	421-4010-536.34-00	(8,437)	FNDS TO COVER REMAIN COST OF UTIL METER AUDIT		1788
	421-4010-581.91-01	8,437			
03/28/17	421-4010-536.39-00	(13,108)	SUMMER YOUTH PROGRAM CHNG TO DIRECT PARTIC PAY		2361

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/28/17	421-4010-536.21-00	853	SUMMER YOUTH PROGRAM CHNG TO DIRECT PARTIC PAY		2361
	421-4010-536.24-00	1,117			
	421-4010-536.13-00	11,138			
05/03/17	421-4010-536.39-00	(9,030)	FUND THE UPSZNG OF FORCE MAIN ALONG COX AND SR524		2765
05/15/17	421-4010-536.39-00	(376,360)	TXFR TO FUND WATER LINE EXTENSION FOR FIRE STN 3		2907
05/31/17	421-4010-536.39-00	(88,191)	BDGT TXFR EMP DROP, RATE CHG WC, HLTH COSTS		3139
	421-4010-536.24-00	420			
	421-4010-536.12-12	4,591			
	421-4010-536.22-00	33,000			
	421-4010-536.13-00	50,600			
	421-4010-536.39-00	(172,550)	BDGT TXFR EXPECTED PYRL RATE INCR THRU FY 2017		3142
06/27/17	421-4010-536.31-00	(4,800)	ADD OVERTIME FNDS FY 17 UTILITIES QLTY ASRNCE LAB		3524
	421-4010-536.14-00	4,800			
	421-4010-536.39-00	(119,500)	COVER COSTS OF UNXPCTD WASTEWATER BREAKS		3620
	421-4010-536.31-00	(75,000)	COVER INCREASED LEGAL EXP DUE TO LITIGATION AND TCR		3621
	421-4010-536.31-01	75,000			
07/07/17	421-4010-536.31-00	(48,250)	MOVE FNDS FRM WS16UP TO WS0919.		3683
	421-4010-536.31-00	48,250			
07/11/17	421-4010-536.31-01	(75,000)	ADD PROJECT BUDGET FOR FY17. WAS MISSED IN OCT.		3736
	421-4010-536.31-01	75,000			
07/24/17	421-4010-536.31-33	(18,924)	COVER COSTS FOR CAREATC PURCHASE ORDERS		3932
	421-4010-536.52-33	18,924			
07/25/17	421-4010-536.31-00	(40,000)	ADDTNL FUNDS NEEDED FOR REGIONAL WTR SUPPLY PROJ		4034
	421-4010-536.31-00	40,000			
14	Budget Amendments/Transfers		Division 4010 Total	($197,566)	
4011 - EMERGENCY/DISASTER SVS					
05/31/17	421-4011-525.42-00	16	BDGT ADMEND HURRICN COST REIMB BY FEMA		3136
	421-4011-525.27-00	62			
	421-4011-525.53-00	1,000			
	421-4011-525.52-00	10,234			
	421-4011-525.46-00	33,255			
	421-4011-525.24-00	1,892	BDGT AMEND HURRICANE COST REIMB BY FEMA		3165
	421-4011-525.21-00	5,850			
	421-4011-525.22-00	8,804			
	421-4011-525.23-00	9,076			
	421-4011-525.12-00	24,712			
	421-4011-525.14-00	53,692			
2	Budget Amendments/Transfers		Division 4011 Total	$148,593	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
4020 - DYAL PLANT				
01/03/17	421-4020-536.46-00	(40,067)	EMERGENCY GENERATOR RNTL FOR DYAL WTP - PAY 2 INV	1080
	421-4020-536.44-00	40,067		
01/10/17	421-4020-536.46-00	(100,167)	EMERGENCY GENERATOR LEASE AT DYAL WTP FY 17	1215
	421-4020-536.44-00	100,167		
02/14/17	421-4020-536.63-00	47,233	REPLACE THE SURROUNDING FENCE AT 1.5MG ELEV TANK	1785
03/28/17	421-4020-536.12-00	(49,000)	ADD FUNDS FOR DYAL OVRTIM TO COVER EMERG REPAIRS	2287
	421-4020-536.14-00	49,000		
05/03/17	421-4020-536.34-00	(30,000)	ROOF REPAIR AT THREE WELL PUMP STATIONS NOT BUDGTD	2759
	421-4020-536.46-02	30,000		
05/26/17	421-4020-536.46-00	(167,000)	TRXF FOR CHEM&TEST SUPPLY	3076
	421-4020-536.52-00	167,000		
	421-4020-536.12-00	(50,000)	TXFR DYAL ADD FUNDS TO OT DPLTD DUE TO EMERGENCIES	3080
	421-4020-536.14-00	50,000		
05/31/17	421-4020-536.12-00	(11,408)	BDGT TXFR EMP DROP ACCR(2), WC RATE CHG	3140
	421-4020-536.12-12	3,168		
	421-4020-536.24-00	8,240		
06/16/17	421-4020-536.34-00	(12,957)	SAFETY TRAINING COURSE FR RISK MNGMNT FOR OPERATORS	3414
	421-4020-536.55-00	12,957		
06/27/17	421-4020-536.46-00	(61,020)	ALUMINUM STAIRWAY @ VIERA RECLASS AS CAPITAL	3529
	421-4020-536.63-00	61,020		
07/25/17	421-4020-536.34-00	(90,000)	TXFR FUNDS TO COVER 3 POS FOR CHEMICALS FOR DYAL WT	4033
	421-4020-536.52-00	90,000		
11	Budget Amendments/Transfers		Division 4020 Total $47,233	
4025 - WATER FIELD OPERATIONS				
03/22/17	421-4025-536.46-00	(25,812)	WILSON ST GATE REPLACEMNT AT UTILITES COMPOUND	2208
	421-4025-536.63-00	25,812		
04/11/17	421-4025-536.46-00	(252,950)	FUND TASK ORD 2017-18 SCHOOL ST WTR MAIN WS17SS	2497
	421-4025-536.63-00	252,950		
05/03/17	421-4025-536.46-00	(201,492)	PRCHSE 4 UTLTY CREW TRCKS FORD F550 FOR WFO	2762
	421-4025-536.64-00	201,492		
05/26/17	421-4025-536.64-00	(27,410)	TXFR-SHEARER BLVD GATE REPLACEMENT	3081
	421-4025-536.63-00	27,410		
05/31/17	421-4025-536.12-00	(88,750)	BDGT TXFR EMP DROP ACCR(2), WC RATE CHG	3140
	421-4025-536.24-00	4,000		
	421-4025-536.12-12	14,750		
	421-4025-536.13-00	70,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
06/16/17	421-4025-536.44-00	(4,000)	ADD TWO GATE ACCESS CNTRL TO UTILITIES COMPOUNDS	3414
	421-4025-536.34-00	(2,000)		
	421-4025-536.31-00	(1,000)		
	421-4025-536.45-00	(974)		
	421-4025-536.46-02	7,974		
06/27/17	421-4025-536.46-00	(5,335)	CONE ROAD DRAINAGE IMP AZALEA DR, MERRITT ISLAND	3523
	421-4025-536.46-00	5,335		
	421-4025-536.46-00	(4,355)	CONE ROAD IMPROVEMENTS MANOR DR / OLEANDER DR	3523
	421-4025-536.46-00	4,355		
	421-4025-536.12-00	(63,384)	INCREASE IN OVERTIME USE DUE TO UTILITY BREAKS	3618
	421-4025-536.14-00	63,384		
	421-4025-536.46-00	(14,870)	PURCHASE AUTO FLUSHER FOR CHLORINE RESIDUALS IMPRVE	3619
	421-4025-536.64-00	14,870		
06/30/17	421-4025-536.53-00	(615)	COVER TRAVEL EXPENSES FOR AWWA 2017 CONFERENCE	3617
	421-4025-536.40-00	615		
07/11/17	421-4025-536.46-00	(85,342)	REPLACING WATER MAINS IN CONE ROAD PROJECT	3800
	421-4025-536.46-00	85,342		
12	Budget Amendments/Transfers		Division 4025 Total	$0
4055 - ENGINEERING				
10/21/16	421-4055-536.63-00	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR	177
12/13/16	421-4055-536.63-00	14,750	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS	1024
	421-4055-536.63-00	15,400		
	421-4055-536.63-00	40,595		
	421-4055-536.63-00	42,100		
	421-4055-536.63-00	165,612		
	421-4055-536.63-00	244,882		
	421-4055-536.63-00	582,226		
	421-4055-536.63-00	1,872,357		
02/14/17	421-4055-536.63-00	(47,233)	REPLACE THE SURROUNDING FENCE AT 1.5MG ELEV TANK	1785
05/05/17	421-4055-536.55-00	(538)	EXPNSES RELATED TO FL WTR RESRCE CONF APR 23-26	2806
	421-4055-536.40-00	538		
05/15/17	421-4055-536.63-00	376,360	TXFR TO FUND WATER LINE EXTENSION FOR FIRE STN 3	2907
05/26/17	421-4055-536.55-00	(400)	TRAV CST FWR CONF W PALM 4/23 - 4/26, 2017	3079
	421-4055-536.40-00	400		
05/31/17	421-4055-536.24-00	(420)	BDGT TXFR EMP DROP, RATE CHG WC, HLTH COSTS	3139
06/16/17	421-4055-536.63-00	(24,370)	FUND DESIGN, PERMIT, BID OF N TROPICAL TRAIL LOOP	3415
	421-4055-536.63-00	24,370		
	421-4055-536.63-00	(20,090)	FUND DESIGN, PERMIT, BID OF SR 520 WATERLINE REPL	3415

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/16/17	421-4055-536.63-00	20,090	FUND DESIGN, PERMIT, BID OF SR 520 WATERLINE REPL		3415
07/20/17	421-4055-536.31-03	(3,126)	PURCHASE MONITORS AND OTHER GIS EQUIPMENT		3898
	421-4055-536.64-00	3,126			
10	Budget Amendments/Transfers		Division 4055 Total	$4,160,270	
4120 - WATER RECLAMATION					
12/09/16	421-4120-536.46-00	(2,400)	ODOR CONTROL SYSTEM FOR SELLERS PLANT		783
	421-4120-536.34-00	2,400			
12/13/16	421-4120-536.63-00	1,389,940	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/24/17	421-4120-536.63-00	143,680	COVER CAP PROJ THAT WERE UNDER BUDGETED FOR FY17		1440
	421-4120-536.46-00	(4,500)	TASK ORD #46 ELECT OPER & MAINT PROJECT WS17CM		1441
	421-4120-536.63-00	4,500			
02/14/17	421-4120-536.46-00	(137)	FUNDS FOR PREVNT MAINT ON AERZEN BLOWERS AT SELLERS		1787
	421-4120-536.34-00	137			
04/18/17	421-4120-536.46-00	(9,500)	FUNDS TO COVER OVERTIME AT SELLERS PLANT		2557
	421-4120-536.52-00	(7,500)			
	421-4120-536.34-00	(6,500)			
	421-4120-536.31-00	(1,500)			
	421-4120-536.14-00	25,000			
05/09/17	421-4120-536.63-00	(149,600)	COVER EXTNSN OF WS1222 W/FNDS FROM WS17RT		2905
	421-4120-536.63-00	149,600			
	421-4120-536.63-00	(25,000)	COVER EXTNSN OF WS1222 W/TXFR FRM WS17VA		2906
	421-4120-536.63-00	25,000			
	421-4120-536.63-00	(90,000)	PRCHSE 3 AERATORS FOR SELLERS WRF / BRACCO PND		2904
	421-4120-536.63-00	(28,285)			
	421-4120-536.64-00	118,285			
05/31/17	421-4120-536.13-00	4,000	BDGT TXFR ADJ LIUNA,DROP HLTH & WC RATE INCR		3141
	421-4120-536.24-00	7,000			
	421-4120-536.12-00	14,000			
06/22/17	421-4120-536.52-00	(1,475)	BUDGET TXFR FREIGHT COST GENERATOR		3506
	421-4120-536.42-00	1,475			
06/27/17	421-4120-536.46-00	(110)	CORRECT NEGATIVE BALANCE IN SHOE ALLOWANCE ACCT		3525
	421-4120-536.20-00	110			
	421-4120-536.52-00	(2,641)	REPLACE AUTO SAMPLER AT SELLERS WTP		3525
	421-4120-536.64-00	2,641			
07/20/17	421-4120-536.46-02	(2,000)	TRANSFER NEEDED TO CORRECT NEGATIVE BALANCE		3898
	421-4120-536.43-00	2,000			
14	Budget Amendments/Transfers		Division 4120 Total	$1,558,620	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4125 - SEWER FIELD OPERATIONS					
12/13/16	421-4125-536.63-00	520,605	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/04/17	421-4125-536.63-00	(400,000)	FUNDS BUDGETED UNDER WRNG PROJECT NUMBER		1099
	421-4125-536.63-00	400,000			
04/11/17	421-4125-536.63-00	(77,900)	TXFR TO COVER REPAIRS FOR IDENTIFIED LIFT STATIONS		2499
	421-4125-536.63-00	(75,000)			
	421-4125-536.46-00	152,900			
05/03/17	421-4125-536.63-00	9,030	FUND THE UPSZNG OF FORCE MAIN ALONG COX AND SR524		2765
05/31/17	421-4125-536.12-00	(142,300)	BDGT TXFR ADJ LIUNA,DROP HLTH & WC RATE INCR		3141
	421-4125-536.22-00	117,300			
	421-4125-536.12-00	(20,707)	BDGT TXFR UNEXPECTED UT BRKS CAUSE INCR IN OT		3143
	421-4125-536.14-00	20,707			
06/27/17	421-4125-536.46-00	119,500	COVER COSTS OF UNXPCTD WASTEWATER BREAKS		3620
07/17/17	421-4125-536.53-00	(329)	TXRF FOR TRAVEL PER DIEM		3841
	421-4125-536.40-00	329			
8 Budget Amendments/Transfers			Division 4125 Total	$624,135	
75 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$6,514,824**	
1601 - EMERGENCY/DISASTER SVS					
05/31/17	423-1601-525.24-00	345	BDGT AMEND COST HURRICANE REIMB BY FEMA		3137
	423-1601-525.21-00	477			
	423-1601-525.22-00	595			
	423-1601-525.23-00	836			
	423-1601-525.12-00	2,486			
	423-1601-525.14-00	3,996			
	423-1601-525.27-00	15			3138
2 Budget Amendments/Transfers			Division 1601 Total	$8,750	
3570 - STORMWATER UTILITY					
10/24/16	423-3570-538.63-00	(1,600)	PURCHASE OF 3.25 ACRES FOR DIAMOND SQ RDA		199
	423-3570-538.61-00	1,600			
10/25/16	423-3570-538.63-00	(84,400)	PURCH 3.25 ACRES FROM FL FOR DIAM. SQ STORMWATER		232
	423-3570-538.61-00	84,400			
01/10/17	423-3570-538.63-00	(55,332)	BID COSTS FOR SW16FS WERE HIGHER THAN BUDGETED.		1216
	423-3570-538.63-00	55,332			
	423-3570-538.63-00	(169,668)	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
	423-3570-538.39-00	(83,332)			
	423-3570-538.63-00	83,332			
	423-3570-538.63-00	152,630			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/10/17	423-3570-538.63-00	169,668	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
01/23/17	423-3570-538.63-00	(1,000)	BALANCE FUNDS DUE TO BAF AGND 16-657 and REQ 32279		1372
	423-3570-538.63-00	1,000			
02/10/17	423-3570-538.52-00	(100)	COVER A FUND SHORTAGE FOR NEW MOWER PURCHASE		1693
	423-3570-538.64-00	100			
02/14/17	423-3570-538.63-00	61,190	TXFR TO COVER DESIGN FOR SW17BA AND PW17SI		1789
03/16/17	423-3570-538.39-00	(5,514)	SHORTAGE IN BUDGETED AMT FOR NEW TRACTOR PURCHSE		2133
	423-3570-538.64-00	5,514			
05/31/17	423-3570-538.39-00	(16,447)	BDGT TXFR EMP CHGS COSTS HLTH & WC RATE		3144
	423-3570-538.12-12	1,321			
	423-3570-538.27-00	2,120			
	423-3570-538.24-00	3,950			
	423-3570-538.23-00	9,056			
07/24/17	423-3570-538.31-33	(800)	COVER COSTS FOR CAREATC PURCHASE ORDERS		3932
	423-3570-538.52-33	800			
07/31/17	423-3570-538.46-00	(500)	COVER SHORTAGE FROM FREIGHT CHARGES		4035
	423-3570-538.42-00	500			
11 Budget Amendments/Transfers			Division 3570 Total	$213,820	
13 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$222,570**	

249 Transfers & Amendments between 10/1/2016 and 7/31/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS **19,560,110**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2017 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 7/31/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/21/16	001-0000-389.99-50	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
	001-0000-389.99-50	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
12/13/16	001-0000-389.99-50	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
01/24/17	001-0000-389.99-50	660,000	TXFR TO CAP PROJ FNDS FRM GEN RSRV FOR 3 FIRE STATN		1442
02/14/17	001-0000-381.91-21	8,437	FUNDS TO COVER REMAIN CST OF UTIL METER AUDIT		1786
02/16/17	001-0000-389.90-20	511,648	CAP IMPROV REFND REV BOND SERIES 2016 (11/01/16)		1791
	001-0000-389.99-50	705,427			
	001-0000-385.00-00	8,865,000			
02/28/17	001-0000-389.99-50	75,000	FISKE BLVD PHS 1 PROJ EXP ADDTNL FUNDS AGNDA 17-099		2063
05/03/17	001-0000-331.20-15	2,000	ADD FNDS AWRDED BY VOCA GRANTOR FOR TRAINING		2761
05/26/17	001-0000-366.10-09	7,428	ACCEPT REV/EXP DONATION SHIELDS/SCOPE		3084
05/31/17	001-0000-389.99-50	58,673	BDGT AMEND HURRICANE COST FEMA TO REIMB		3120
	001-0000-389.99-50	34,817	BDGT AMEND HURRICANE COST REIMB BY FEMA		3119
	001-0000-389.99-50	201,262			3121
07/11/17	001-0000-369.90-00	8,400	MEDICAL MONITOR TRADE IN FOR EMS 1ST RESPOND SUPPL		3801
13 Budget Amendments/Transfers			Division 0000 Total	1,754,814	
13 Total Budget Amendments/Transfers			**GENERAL FUND**	**1,754,814**	
05/26/17	104-0000-334.93-00	49,900	MOU REIMB HOME DOLLARS BTWN PLM BAY/COCOA		3083
1 Budget Amendments/Transfers			Division 0000 Total	$49,900	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$49,900**	
10/25/16	110-0000-338.00-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
1 Budget Amendments/Transfers			Division 0000 Total	($6,942)	
1 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
03/21/17	111-0000-338.00-00	1,516	BREVARD CO NEW MILLAGE RT INCRSE TIF REV DMD SQ CRA		2193
1 Budget Amendments/Transfers			Division 0000 Total	$1,516	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$1,516**	
11/07/16	112-0000-338.00-00	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1 Budget Amendments/Transfers			Division 0000 Total	$3,748	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$3,748**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/24/17	201-0000-325.12-01	359,680	DEBT SVC ON FIRE PROTECT ASSESS REV BONDS, S 2016		1442
1	Budget Amendments/Transfers		Division 0000 Total	$359,680	
1	Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$359,680**	
01/24/17	301-0000-381.91-01	660,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
1	Budget Amendments/Transfers		Division 0000 Total	$660,000	
1	Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$660,000**	
10/21/16	421-0000-389.99-50	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
12/13/16	421-0000-389.99-50	2,571,011	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
	421-0000-389.99-50	2,796,910			
01/24/17	421-0000-389.99-50	143,680	COVER CAP PROJ THAT WERE UNDER BUDGETED FOR FY17		1440
05/31/17	421-0000-389.99-50	989	BDGT ADMEND HURRICANE REIMB BY FEMA		3135
	421-0000-389.99-50	44,567	BDGT ADMEND HURRICN COST REIMB BY FEMA		3136
	421-0000-389.99-50	104,026	BDGT AMEND HURRICANE COST REIMB BY FEMA		3165
6	Budget Amendments/Transfers		Division 0000 Total	$6,514,824	
6	Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$6,514,824**	
01/10/17	423-0000-389.99-50	152,630	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
02/14/17	423-0000-389.99-50	61,190	TXFR TO COVER DESIGN FOR SW17BA AND PW17SI		1789
05/31/17	423-0000-389.99-50	8,735	BDGT AMEND COST HURRICANE REIMB BY FEMA		3137
	423-0000-389.99-50	15			3138
4	Budget Amendments/Transfers		Division 0000 Total	$222,570	
4	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$222,570**	

29 Transfers & Amendments between 10/1/2016 and 7/31/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS **19,560,110**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Legislation Details (With Text)

File #:	17-351	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/8/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order - Contigency Report July 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 8, 2017
Agenda Date: August 22, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of July 31, 2017. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

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Change Orders - CM authorized to execute

applied to contingency | as of: 7/31/2017

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS17F3	Utility Lines Extension fo Fire Stn #3										
Op. Rev.		376,359.47	5/9/2017	2017-51							
Project Manager:		34,214.00	contingency authorized								
account #	421-4055-536-63-00	342,145.47	exp authorized before contingency				Cumulative	FY17 cum			
	W&J Construction Corp PO# 70501			FY17 PO Issue	33141	342,145.47	342,145.47	342,145.47	$ -	n/a	
	Utility Line Extensions Fire Station #3										
		34,214	^contingency balance-->								
PW17VS	SR520 Improvements										
Op. Rev.		98,881.00	4/11/2017	2017-38							
Project Manager:		5,000.00	contingency authorized								
account #	001-3510-541-63-00	93,881.00	exp authorized before contingency				Cumulative	FY17 cum			
	Vericon Construction Company PO# 70369			FY17 PO Issue	32961	93,881.00	93,881.00	93,881.00	$ 8,790.12	n/a	
	SR520 Improvements										
		5,000	^contingency balance-->								
PW11RB	Riverfront Park Boarder Tile Pavers Repairs										
Op. Rev.		101,000.00	4/11/2017	2017-32							
Project Manager:		2,000.00	contingency authorized								
account #	001-3560-519-46-00	99,000.00	exp authorized before contingency				Cumulative	FY17 cum			
	C & D Construction Inc. PO# 70370			FY17 PO Issue	32978	99,000.00	99,000.00	99,000.00	$ 80,190.00	n/a	
	Riverfront Park Boarder Tile Pavers Repairs										
		2,000	^contingency balance-->								
WS17SS	School Street Water Main Replacement										
Op. Rev.		252,950.00	4/11/2017	2017-35							
Project Manager:		22,995.00	contingency authorized								
account #	421-4025-536-63-00	229,955.00	exp authorized before contingency				Cumulative	FY17 cum			
	Jobear Contracting Inc. PO# 70333			FY17 PO Issue	32942	229,955.00	229,955.00	229,955.00	$ 36,806.22	n/a	
	School Street Water Main Replacement			*CO#1*	33160	21,800.00	251,755.00	251,755.00			
		1,195	^contingency balance-->								
CP16F1	Fire Station 1										
Op. Rev.		3,392,330.00	7/12/16 and 2/28/17	2017-21							
Project Manager:											
account #	301-3580-519-62-00	3,392,330.00	This is the Guaranteed Maximum Price				Cumulative	FY17 cum			
	W & J Construction PO# 69154			FY17 PO Issue	31565	3,605,586.00	3,605,586.00	3,605,586.00	$ 1,254,959.22	n/a	
	Fire Station 1 Q-16-07-COC			*CO#1*	32632	(213,256.00)	3,392,330.00	3,392,330.00			
				CO#2	32698	(122,581.70)	3,269,748.30	3,269,748.30			
				CO#3	32759	(40,515.00)	3,229,233.30	3,229,233.30			
				CO#4	32884	(164,164.99)	3,065,068.31	3,065,068.31			
				CO#5	33282	(100,690.92)	2,964,377.39	2,964,377.39			
				CO#6	33334	(148,595.00)	2,815,782.39	2,815,782.39			
NOTE: This is a different formula, different authorization>		576,548	^"Owners Contingency Fund" balance-->								
WS1176											
Op. Rev.		60,132.90	2/14/2017	2017-14							
Project Manager:		6,013.29	contingency authorized								
account #	421-4020-536.63-00	54,119.61	exp authorized before contingency				Cumulative	FY17 cum			
	C & D Construction PO# 70030			FY17 PO Issue	32566	54,119.61	54,119.61	54,119.61	$ -	n/a	
	B-15-21-COC				32566	546.29	54,665.90	54,665.90			
		5,467	^contingency balance-->								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS0904											
Op. Rev.		305,000.00	1/10/2017	2017-08							
Project Manager:		27,500.00	contingency authorized								
account #	421-4125-536-63-00	277,500.00	exp authorized before contingency				Cumulative	FY17 cum			
	Insituform Tech, LLC PO# 69897			FY17 PO Issue	32320	277,500.00	277,500.00	277,500.00	$ 229,843.90	n/a	
	Bid No.City of Daytona Bid Contract 0113-1010										
		27,500	^contingency balance-->								
SW17DS											
Op. Rev.		616,630.00	1/10/2017	2017-06							
Project Manager: Stormwater WAWA		56,967.00	contingency authorized								
account #	423-3570-538-63-00	559,663.00	exp authorized before contingency				Cumulative	FY17 cum			
	520 & Fiske, LLC PO # 69866			FY17 PO Issue	32279	460,830.00	460,830.00	460,830.00	$ 379,325.01	n/a	
				CO#1	32973	2,131.80	462,961.80	462,961.80			
				CO#2 and #3	32973	21,013.09	483,974.89	483,974.89			
				CO#4	33524	8,886.88	492,861.77	492,861.77			
		56,967	^contingency balance-->								
PW08PL	Florida Ave Streetscape										
Op. Rev.		606,870.00	7/26/16 #16-266	2016-85							
Project Manager:		51,536.00	contingency authorized								
account #	423-3570-538-63-00	555,334.00	exp authorized before contingency				Cumulative	FY17 cum			
multi-year, multi-phase, multi-account project											
	DP Development PO# 68774/69109			FY16 PO Issue	FY 2016	31032	38,828.00		$ 449,255.28	$ 34,945.20	n/a
	Bid No. B-16-10-COC			*PO 68774 FY16 Year End PO Liquidated*			(3,882.80)				
							34,945.20				
				FY17 PO Issue	FY 2017	31352	504,347.39	539,292.59	504,347.39		
				CO#1		32634	4,238.44	543,531.03	508,585.83		
		51,536	^contingency balance-->					v			
WS1506	Florida Ave Streetscape										
Op. Rev.		1,909,332.00	7/26/16 #16-266	2016-84							
Project Manager:		312,139.00	contingency authorized								
account #	421-4055-536-63-00	1,597,193.00	exp authorized before contingency				Cumulative	FY17 cum			
multi-year, multi-phase, multi-account project											
	Bussen Mayer Engineering PO# 69303			FY17 PO Issued	FY 2017	31718	1,550,639.25	1,550,639.25	$ 1,172,470.19	$ -	n/a
	Bid No. B-16-10-COC										
		312,139	^contingency balance-->					v			
CD1105	Florida Ave Streetscape										
		1,282,313.00	7/26/16 #16-266	2016-83							
Project Manager:		126,817.00	contingency authorized; $21,000 from CRA								
account #	001-3510-541-63-00	1,155,496.00	exp authorized before contingency				Cumulative	FY17 cum			
multi-year, multi-phase, multi-account project											
	DP Development PO#69108										n/a
	Bid No. B-16-10-COC			FY17 PO Issue	FY2017	31326	1,034,235.07	1,034,235.07	$ 922,736.48		
				CO#1		32655	3,226.86	1,037,461.93	1,037,461.93		
				CO#2		33023	9,661.75	1,047,123.68	1,047,123.68		
		126,817	^contingency balance-->								
WS16UP	Utility Privatization										
Op. Rev.		1,531,934.00	7/26/16 #16-298	2016-74							
Project Manager:		283,806.00	contingency authorized								
account #	421-4010-536-31-00	1,248,128.00	exp authorized before contingency				Cumulative	FY17 cum			
	CH2M Hill PO# 69690			FY2017 PO#69690	FY 2017	31967	847,086.89	847,086.89	$ 82,342.58	$ -	n/a
	CDM Smith PO#69691			FY2017 PO#69691		32006	158,970.00	1,006,056.89	$ -		
	Hawksley (Stantec) PO#69908			FY2017 PO#69908		32409	189,591.00	1,195,647.89	$ -		
This was originally assigned the wrong project #WS17AF.		283,806	^contingency balance-->								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WSLS04	Lift Station #4 Improvements										
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)	2016-63							
Project Manager:		56,170.00	contingency authorized								
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency				Cumulative	FY17 cum			
	L7 Construction Inc PO# 68449/69693		FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00		$ 395,197.88	$ 27,000.00	n/a
	Bid No. B-16-14-COC		*PO 68449 FY16 Year-End PO Liquidation*			(534,700.00)	27,000.00				
			FY 2017 PO Issued	FY 2017	32068	534,700.00	561,700.00	534,700.00			
			CO#1		32196	3,418.82	565,118.82	538,118.82			
			CO#2		32914	6,269.00	571,387.82	544,387.82			
			CO#3		33279	2,533.64	573,921.46	546,921.46			
			CO#4		33387	3,145.40	577,066.86	550,066.86			
			CO#5		33508	4,333.50	581,400.36	554,400.36			
		36,470	^contingency balance-->								
WS1222	WRF Motor Controls Sellers										
Op. Rev.		2,334,400.20	4/12/2016	2016-37							
Project Manager:		212,218.20	contingency authorized								
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY17 cum			
	Chinchor Electric Inc PO# 68119/69705		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00		$ 843,465.45	$ 183,433.33	n/a
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33				
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00	1,938,748.67			
			CO#1		32212	119,650.85	2,241,832.85	2,058,399.52			
		92,567	^contingency balance-->								
CP16F3	Fire Station #3 Design										
Op. Rev.	SR524	161,916.30	12/8/2015	2016-16							
Project Manager:		7,710.30	contingency authorized 5%								
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY17 cum			
	Bid No. RFQ-11-12-COC										
			FY16 PO Issue	FY2016	29395	154,206.00	154,206.00		$ 604.47	$ 123,672.40	n/a
	Architects Design Group PO#67485/69346		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00		$ 17,227.85		
			PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40				
	Architects RZK PO#69708		FY 2017 PO 69346 Issue (reissue PO67485)	FY 2017	31768	551.75	124,224.15	551.75			
			FY 2017 PO 69346 Issue (adds $$ to reissue of PO67485)		31768	52.72	124,276.87	604.47			
			FY 2017 PO 69708 (reissue balance of FY16 PO#67485 to new vendor per agenda memo V.9 1/10/2017)		32160	36,441.85	160,718.72	37,046.32			
	**contingency is for primary construction contract and any additional related service contracts per Res. 2016-16*	1,197.58	^contingency balance-->								
CP16F2	Fire Station #2 Design Bronson										
Op. Rev.		118,490.20	1/12/2016	2016-15; 2016-104							
Project Manager:		15,166.20	contingency authorized 5% 2/23/16; Council Approved $10k Increase 9/27/16								
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY17 cum			
	Bid No. RFQ-11-12-COC										
	Architects Design Group PO#67486/69348/69645		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00		$ 6,143.40	$ 75,350.09	n/a
			CO#2		30996	9,992.00	113,316.00		$ 4,549.53		
	Vendor Architects RZK PO#69801 for $70,508 (PR#32265) not charged against contingency. TO#2017-03 approved 01/10/2017 V.2. File #17-7.		*FY16 Liquidation*			(37,965.91)	75,350.09				
			FY 17 PO Issue #69348 (reissue FY16 PO#67486)	FY2017	31770	6,143.40	81,493.49	6,143.40			
			PO#69645 (reissue FY16 PO#67486)		32092	3,775.00	85,268.49	9,918.40			
			CO#1 PO#69645		32264	774.53	86,043.02	10,692.93			
	**contingency is for primary construction contract only per Res. 2016-104 (Res. 2016-15 included "any additional service contracts")*	5,174	^contingency balance-->								

* Fire Stations 1 and 2 were switched after Council

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
CP16F1	Fire Station Dixon										
Op. Rev.		203,854.95	2/23/2016	2016-14							
Project Manager:		7,280.95	contingency authorized 5%								
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY17 cum			
	Bid No. RFQ-11-12-COC	50,955.00	4/12/16 V.9								
	Architects Design Group PO#67682/69347/69644		FY16 PO Issue	FY2016	29610	145,619.00	145,619.00		$ 2,119.60	$ 121,018.40	n/a
			CO # 1 Design Criteria EOC at Fire Headquarters		30171	50,955.00	196,574.00		$ 3,937.20		
			CO #2 Landscaping & design changes		30995	2,600.00	199,174.00				
			PO 67682 FY16 Year-End PO Liquidation			(78,155.60)	121,018.40				
	**contingency is for primary construction contract and any additional related service contracts per Res. 2016-14*		FY 17 PO #69347 (reissue FY16 PO#67682-partial)	FY2017	31769	2,119.60	123,138.00	2,119.60			
			FY 17 PO #69644 (reissue FY16 PO#67682-partial)		32090	3,937.20	127,075.20	6,056.80			
* Fire Stations 1 and 2 were switched after Council		4,681	^contingency balance-->								
WS1402	Surface Water Plant Clearwell Addition and Reject Pond Rehab - Engineering Services										
Op. Rev.		9,425,900.00	12/8/2015	2015-091							
Project Manager:		856,900.00	contingency authorized								
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY17 cum			
	PETTICOTT-SCHMITT PO# 67619/69660		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00		$ 4,556,532.68	$ 1,820,482.23	n/a
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00				
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23				
				FY2017	31822	6,815,828.77	8,636,311.00	6,815,828.77			
			CO#1		32217	1,243.00	8,637,554.00	6,817,071.77			
			CO#2		32311	77,406.00	8,714,960.00	6,894,477.77			
			CO#3		32488	15,311.00	8,730,271.00	6,909,788.77			
			CO#4		33475	(1,750.00)	8,728,521.00	6,908,038.77			
			CO#5		33669	10,956.00	8,739,477.00	6,918,994.77			
		686,423	^contingency balance-->								
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements										
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00					
Project Manager:		110,347.00	10% contingency authorized of $1,103,473								
account #	421-4055-536-63-00	1,103,473.00	exp authorized before contingency				Cumulative	FY17 cum			
	Brandes Design-Build, Inc. PO # 67359/69616		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00		$ 15,300.00	$ 800,374.00	$ 220,050.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00				
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00				
			CO#1		29489	7,268.19	1,110,741.19				
			E		30181	7,419.37	1,118,160.56				
			CO#3		30320	32,643.88	1,150,804.44				
			PO 67359 FY16 Year-End PO Liquidation			(130,380.44)	1,020,424.00				
				FY2017	31997	130,380.44	1,150,804.44	130,380.44			
		63,016	^contingency balance-->								
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager:		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY17 cum			
	Brandes Design-Build, PO #67318/69608		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00			$ 875,143.30	$ 2,959,457.53
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO 65207 FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			FY16 PO Issue PO# 67318	FY2016	29192	1,542,102.38	4,501,559.91		v	$ 798,358.61	
			TO 2015-67 P.O. 67455 TO CH2M for Scada Programing		29315	21,434.07	4,522,993.98		v	$ 8,814.92	
			PO# 67460 to QLH for SDC		29381	53,001.11	4,575,995.09		v	$ 67,969.77	
	CH2M Hill PO #67455/		*CO # 1 PO 67460 Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			CO#1 PO 67318		29647	53,686.38	4,652,714.47		$ 14,779.95		
			CO#2 install electronic indicators PO 67318		30007	8,917.65	4,661,632.12		$ 359,385.00		
			CO#2 additional inspection services PO# 67460		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17	26,064.34			
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97	832,412.14			
			PO# CH2M Hill (reissue PO#67455)								
		209,868	^contingency balance-->								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS1117	SCADA Support Hardware Integration Services											
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090								
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00					
account #421-4055-536.63-00		2,316,644.00	exp authorized before contingency									
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5					Cumulative	FY17 cum			
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00		$ 244,575.44	$ 1,356,251.34	$ 1,544,805.10
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-				
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00				
					26634		(2,316,644.00)					
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		*CO#1-account number change only 421-4055-536.63-00*		26634	2,253,869.00	62,775.00	2,316,644.00				
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00				
	CH2M Hill Engineers, Inc. FY 2017 PO# 69602		*CO#3-to correct CO#2 Internal use only to put into right account*		n/a			2,914,274.00				
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10				
	Same project, different task orders, not from "contingency"		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00				
	CH2M Hill Engineers, Inc. PO# 67260		*FY16 Year-End PO Liquidation*			(13,217.56)		2,901,056.44				
	CH2M Hill Engineers, Inc. PO# 67261		FY17 PO Issue	FY2017	31776	13,217.56		2,914,274.00	13,217.56			
	CH2M Hill Engineers, Inc. PO# 67263		CO#1 to PO#69602		31776	231,520.00		3,145,794.00	244,737.56			
	CH2M Hill Engineers, Inc. PO# 67264											
		$ 144.40	^contingency balance-->									

Legislation Details (With Text)

File #:	17-352	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/8/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report July 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 8, 2017
Agenda Date: August 22, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending July 2017 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.



FY 2017 Budget by Classification Report - Summary Listing

Through 7/31/2017

Target for July is 83%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,052,116		$ 6,318,560.69	$ 733,555.31	90%
OTHER PERMITS AND FEES	$ 3,412,358		$ 3,614,668.62	$ (202,310.62)	106%
INTERGOVERNMENTAL	$ 3,230,830		$ 2,145,862.76	$ 1,084,967.24	66%
CHARGES FOR SERVICES	$ 11,159,533		$ 9,169,455.79	$ 1,990,077.21	82%
FINES AND FORFEITURES	$ 24,000		$ 19,394.70	$ 4,605.30	81%
MISCELLANEOUS	$ 819,446		$ 550,992.27	$ 268,453.73	67%
OTHER SOURCES (NON-REVENUE)	$ 23,078,253		$ 14,910,704.10	$ 8,167,548.90	65%
REVENUE TOTALS	**$ 48,776,536**		**$ 36,729,638.93**	**$ 12,046,897.07**	**75%**
EXPENSE					
SALARIES AND BENEFITS	$ 21,184,087	$ 1,206.00	$ 15,734,024.08	$ 5,448,856.92	74%
OPERATING EXPENDITURES	$ 10,822,043	$ 1,606,296.19	$ 6,755,781.22	$ 2,459,965.59	77%
CAPITAL OUTLAY	$ 4,116,999	$ 1,086,304.18	$ 2,453,949.72	$ 576,745.10	86%
GRANTS, AIDS AND OTHER	$ 12,653,407	$ -	$ 11,033,353.73	$ 1,620,053.27	87%
EXPENSE TOTALS	**$ 48,776,536**	**$ 2,693,806.37**	**$ 35,977,108.75**	**$ 10,105,620.88**	79%
REVENUE TOTALS	**$ 48,776,536**	**$ -**	**$ 36,729,638.93**	**$ 12,046,897.07**	**75%**
EXPENSE TOTALS	**$ 48,776,536**	**$ 2,693,806.37**	**$ 35,977,108.75**	**$ 10,105,620.88**	**79%**
	$ -	**$ (2,693,806.37)**	**$ 752,530.18**		

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	405,810	.00		4,058,100	4,768,943.76	118	4,869,722	100,778.24
20	00	DELINQUENT TAXES	1,250	1,597.84	128	12,500	12,505.66	100	15,000	2,494.34
25	00	PENALTIES RE: TAXES	416	1,291.57	311	4,160	18,164.33	437	5,000	13,164.33-
30	00	TAX CERTIFICATES	16,666	.00		166,660	188,947.34	113	200,000	11,052.66
311	**	AD VALOREM	424,142	2,889.41	1	4,241,420	4,988,561.09	118	5,089,722	101,160.91
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	29,166	.00		291,660	338,579.78	116	350,000	11,420.22
312	**	SALES USE AND FUEL TAXES	29,166	.00		291,660	338,579.78	116	350,000	11,420.22
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	82,402	31,495.00-	38	824,020	616,315.67	75	988,824	372,508.33
30	00	WATER-COCOA	0	.00		0	.00		0	.00
40	00	GAS	1,722	1,193.39	69	17,220	12,206.33	71	20,673	8,466.67
80	00	PROPANE	969	1,490.36	154	9,690	17,771.45	183	11,639	6,132.45-
314	**	UTILITY SERVICE TAX	85,093	28,811.25-	34	850,930	646,293.45	76	1,021,136	374,842.55
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	35,104	19,895.00-	57	351,040	162,091.03	46	421,258	259,166.97
315	**	COMMUNICATION SERVICE TAX	35,104	19,895.00-	57	351,040	162,091.03	46	421,258	259,166.97
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	22,200.08	157	141,660	183,035.34	129	170,000	13,035.34-
316	**	LOCAL BUSINESS TAX	14,166	22,200.08	157	141,660	183,035.34	129	170,000	13,035.34-
310	***	TAXES	587,671	23,616.76-	4	5,876,710	6,318,560.69✓	108	7,052,116 ✓	733,555.31✓
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	20,833	656,346.81	3151	208,330	1,202,543.28	577	250,000	952,543.28-
10	00	TRAINING SURCHARGE	58	431.06	743	580	1,369.90	236	700	669.90-
322	**	BUILDING PERMITS	20,891	656,777.87	3144	208,910	1,203,913.18	576	250,700	953,213.18-
323		FRANCHISE FEES								
10	00	ELECTRICITY	66,587	31,307.00-	47	665,870	312,728.07	47	799,054	486,325.93
40	00	GAS	1,846	1,070.70	58	18,460	12,241.76	66	22,158	9,916.24
70	00	SOLID WASTE	14,703	14,913.27	101	147,030	151,506.44	103	176,446	24,939.56
323	**	FRANCHISE FEES	83,136	15,323.03-	18	831,360	476,476.27	57	997,658	521,181.73
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	166,250	5,089.98	3	1,662,500	1,713,728.90	103	1,995,000	281,271.10

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	666	97.95	15	6,660	991.32	15	8,000	7,008.68
12 03	PENALTIES	83	12.14	15	830	2,889.37	348	1,000	1,889.37-
12 04	TAX CERTIFICATES	12,500	.00		125,000	150,057.69	120	150,000	57.69-
12 *	SERVICE	179,499	5,200.07	3	1,794,990	1,867,667.28	104	2,154,000	286,332.72
325 **	SPECIAL ASSESSMENT	179,499	5,200.07	3	1,794,990	1,867,667.28	104	2,154,000	286,332.72
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	500.00		0	500.00		0	500.00-
25 00	PLANNING AND ZONING	833	1,825.00	219	8,330	65,741.89	789	10,000	55,741.89-
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	100.00		0	370.00		0	370.00-
329 **	OTHER PERMITS & FEES	833	2,425.00	291	8,330	66,611.89	800	10,000	56,611.89-
320 ***	OTHER PERMITS & FEES	284,359	649,079.91	228	2,843,590	3,614,668.62✓	127	3,412,358✓	202,310.62- ✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	20,833	15,760.00	76	208,330	114,442.33	55	250,000	135,557.67
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	20,833	15,760.00	76	208,330	114,442.33	55	250,000	135,557.67
20 01	RES OFFCR - CTY CONTRACT	2,650	.00		26,500	32,500.00	123	31,800	700.00-
20 05	JAG GRANT	1,915	.00		19,150	24,384.00	127	22,980	1,404.00-
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	1,024	.00		10,240	4,962.00	49	12,298	7,336.00
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	5,526	.00		52,460	35,947.80	69	63,516	27,568.20
20 *	PUBLIC SAFETY	11,115	.00		108,350	97,793.80	90	130,594	32,800.20
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	76,083	.00		760,830	771,796.20	101	913,000	141,203.80
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	108,031	15,760.00	15	1,077,510	984,032.33	91	1,293,594	309,561.67
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	2,916	.00		29,160	44,563.62	153	35,000	9,563.62-

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	2,916	.00		29,160	44,563.62	153	35,000	9,563.62-
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
61	10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90	30	HISTORIC PRESERVATION GRT	21,271	.00		212,710	.00		255,256	255,256.00
334	**	STATE GRANT	21,271	.00		212,710	.00		255,256	255,256.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	38,805	42,526.73	110	388,050	316,059.63	81	465,670	149,610.37
12	20	8TH CNT MUNICIPAL GAS TAX	12,156	13,289.95	109	121,560	98,724.11	81	145,873	47,148.89
12	*	STATE REVENUE SHARING	50,961	55,816.68	110	509,610	414,783.74	81	611,543	196,759.26
14	00	MOBILE HOME LICENSES	1,666	.00		16,660	16,836.42	101	20,000	3,163.58
15	00	ALCOHOLIC BEVERAGE	1,809	.00		18,090	19,350.36	107	21,717	2,366.64
18	00	LOCAL GOVERNMENT 1/2 CENT	80,848	.00		808,480	638,760.62	79	970,178	331,417.38
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	8,050.32		0	8,050.32-
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,961	6,854.69	350	19,610	19,485.35	99	23,542	4,056.65
335	**	STATE SHARED REVENUES	137,245	62,671.37	46	1,372,450	1,117,266.81	81	1,646,980	529,713.19
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	269,463	78,431.37	29	2,691,830	2,145,862.76	80	3,230,830	1,084,967.24

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	447,865	447,866.00	100	4,478,650	4,478,660.00	100	5,374,389	895,729.00
31 00	ADMIN FEES STORMWATER	7,410	7,411.00	100	74,100	74,110.00	100	88,927	14,817.00
40 00	CERTIFY/COPY/SEARCH	8,333	12,885.98	155	83,330	85,041.73	102	100,000	14,958.27
90 12	PASSPORT EXECUTION FEES	863	700.00	81	8,630	6,400.00	74	10,356	3,956.00
341 **	GENERAL GOVERNMENT	464,471	468,862.98	101	4,644,710	4,644,211.73	100	5,573,672	929,460.27
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	600.00		0	2,225.00		0	2,225.00-
90 01	FALSE ALARM FEES	833	760.00	91	8,330	7,400.00	89	10,000	2,600.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	833	1,360.00	163	8,330	9,625.00	116	10,000	375.00
342 **	PUBLIC SAFETY	833	1,360.00	163	8,330	9,625.00	116	10,000	375.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,574	36,123.95	108	335,740	330,082.16	98	402,888	72,805.84
37 11	ROCKLEDGE	21,209	22,072.94	104	212,090	198,328.05	94	254,510	56,181.95
37 12	SUN LAKE	279	289.97	104	2,790	2,602.24	93	3,357	754.76
37 13	CLNY PK-M.I.UTIL CO.	150	156.22	104	1,500	922.34	62	1,810	887.66
37 16	COCOA BEACH	8,758	8,778.19	100	87,580	78,926.08	90	105,101	26,174.92
37 17	CAPE CANAVERAL	7,230	7,212.79	100	72,300	64,880.73	90	86,760	21,879.27
37 18	TITUSVILLE	315	338.12	107	3,150	2,976.84	95	3,783	806.16
37 *	WATER BILLING SERVICES	71,515	74,972.18	105	715,150	678,718.44	95	858,209	179,490.56
39 01	SERVICE CHARGES	33,333	19,637.60	59	333,330	342,413.09	103	400,000	57,586.91
39 03	ADMIN CHARGES	35,833	35,580.00	99	358,330	314,785.00	88	430,000	115,215.00
39 04	PENALTIES	75,000	69,429.33	93	750,000	724,082.42	97	900,000	175,917.58
39 05	NSF CHECKS	2,916	3,934.17	135	29,160	31,656.53	109	35,000	3,343.47
39 *	WATER OTHER INCOME	147,082	128,581.10	87	1,470,820	1,412,937.04	96	1,765,000	352,062.96
41 10	GARBAGE REVENUES	177,823	168,032.56	95	1,778,230	1,723,087.31	97	2,133,878	410,790.69
41 20	RECYCLING REVENUE	17,692	17,816.44	101	176,920	176,178.07	100	212,309	36,130.93
41 30	GREEN WASTE	15,130	15,119.96	100	151,300	149,104.89	99	181,563	32,458.11
41 *	GARBAGE COLLECTION	210,645	200,968.96	95	2,106,450	2,048,370.27	97	2,527,750	479,379.73

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 10	BILLING FEE - WEST WASTE	8,058	8,078.04	100	80,580	72,641.94	90	96,697	24,055.06
45 20	SALE - RECYCLING MATERIAL	83	.00		830	2,508.22	302	1,000	1,508.22-
45 *	GARBAGE - OTHER REVENUE	8,141	8,078.04	99	81,410	75,150.16	92	97,697	22,546.84
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	13,084.00	300	43,610	39,252.00	90	52,336	13,084.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	8,364	.00		83,640	147,872.92	177	100,369	47,503.92-
90 *	OTHER PHYSICAL ENVIRON	12,725	13,084.00	103	127,250	187,124.92	147	152,705	34,419.92-
343 **	PHYSICAL ENVIRONMENT	450,108	425,684.28	95	4,501,080	4,402,300.83	98	5,401,361	999,060.17
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	5,000	2,121.12	42	50,000	48,373.44	97	60,000	11,626.56
39 11	TENANT MAINTENANCE FEES	166	131.60	79	1,660	1,259.22	76	2,000	740.78
39 20	COCOA CIVIC CENTER	4,583	679.03	15	45,830	36,599.21	80	55,000	18,400.79
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	35.00	3	14,160	11,106.23	78	17,000	5,893.77
39 *	OTHER CULTURAL SERVICES	11,165	2,966.75	27	111,650	97,338.10	87	134,000	36,661.90
40 01	COCOA VILLAGE 10% GROSS	2,083	.00		20,830	6,374.62	31	25,000	18,625.38
40 05	PERMIT FEES	208	.00		2,080	1,576.75	76	2,500	923.25
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	.00		22,910	7,951.37	35	27,500	19,548.63
50 10	EVENT FEES	833	.00		8,330	4,528.76	54	10,000	5,471.24
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	250	2,500.00	1000	2,500	3,500.00	140	3,000	500.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,083	2,500.00	231	10,830	8,028.76	74	13,000	4,971.24
347 **	CULTURE/RECREATION	14,539	5,466.75	38	145,390	113,318.23	78	174,500	61,181.77
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	929,951	901,374.01	97	9,299,510	9,169,455.79	99	11,159,533	1,990,077.21
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,000	1,782.05	89	20,000	19,394.70	97	24,000	4,605.30
351	**	JUDGMENTS AND FINES	2,000	1,782.05	89	20,000	19,394.70	97	24,000	4,605.30
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,000	1,782.05	89	20,000	19,394.70	97	24,000	4,605.30
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	4,588	.00		45,880	103,912.00	227	55,062	48,850.00-
20	00	DIVIDENDS	0	.00		0	3,607.21		0	3,607.21-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	61,048.76-		0	61,048.76
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	4,588	.00		45,880	46,470.45	101	55,062	8,591.55
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	9,313	13,516.66	145	93,130	87,191.87	94	111,760	24,568.13
362	**	RENT AND ROYALTIES	9,313	13,516.66	145	93,130	87,191.87	94	111,760	24,568.13
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	21,162.62		0	43,437.50		0	43,437.50-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	21,162.62		0	43,437.50		0	43,437.50-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	6,250	6,250.00	100	62,500	67,620.00	108	75,000	7,380.00
10 09	POLICE/FIRE DEPTS	1,486	.00		4,458	7,427.24	167	7,428	.76
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	1,486	.00		4,458	7,427.24	167	7,428	.76
366 **	CONTRIBUTIONS & DONATIONS	7,736	6,250.00	81	66,958	75,047.24	112	82,428	7,380.76
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	11,974	.00		119,740	.00		143,695	143,695.00
22 00	FIRE STATE CONTRIBUTION	10,691	.00		106,910	.00		128,299	128,299.00
368 **	PENSION CONTRIBUTIONS	22,665	.00		226,650	.00		271,994	271,994.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	10,398	11,439.28	110	78,780	77,162.45	98	99,582	22,419.55
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	3,333	880.25	26	33,330	25,757.50	77	40,000	14,242.50
90 03	CODE ENF ABATE/DEMO REV	5,833	890.00	15	58,330	30,358.50	52	70,000	39,641.50
90 04	MISC. POLICE REVENUES	0	406.77		0	1,925.19		0	1,925.19-
90 05	INVESTIGATIVE COSTS REIM	3,791	3,956.47	104	37,910	44,076.26	116	45,500	1,423.74
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	833	.00		8,330	8,360.00	100	10,000	1,640.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	2,760	2,800.00	101	27,600	19,100.00	69	33,120	14,020.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	26,948	20,372.77	76	244,280	206,739.90	85	298,202	91,462.10
96 00	INSURANCE REFUND/PROCEEDS	0	24,715.31		0	92,105.31		0	92,105.31-
369 **	OTHER MISC REVENUES	26,948	45,088.08	167	244,280	298,845.21	122	298,202	643.21-
360 ***	MISCELLANEOUS REVENUES	71,250	86,017.36	121	676,898	550,992.27	81	819,446	268,453.73
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	2,343	.00		23,430	28,125.00	120	28,125	.00
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	2,221	.00		17,990	.00		22,437	22,437.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	4,564	.00		41,420	28,125.00	68	50,562	22,437.00
381 **	INTERFUND TRANSFER	4,564	.00		41,420	28,125.00	68	50,562	22,437.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	454,916	454,917.00	100	4,549,160	4,549,170.00	100	5,459,000	909,830.00
40 01	6% CONTRIBUTION	82,826	82,827.00	100	828,260	828,270.00	100	993,919	165,649.00
40 *	CONTRIBUTIONS WATER REV.	537,742	537,744.00	100	5,377,420	5,377,440.00	100	6,452,919	1,075,479.00
382 **	CONTRIBUTIONS ENTERPRISE	537,742	537,744.00	100	5,377,420	5,377,440.00	100	6,452,919	1,075,479.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	1,108,125	.00		6,648,750	8,865,000.00	133	8,865,000	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
385	**	PROCEEDS REFUNDING BONDS	1,108,125	.00		6,648,750	8,865,000.00	133	8,865,000	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	NON OPERATING SOURCES	10,395	.00		103,950	128,492.00	124	124,744	3,748.00-
90	20	PREMIUM ON DEBT ISSUE	63,956	.00		383,736	511,647.10	133	511,648	.90
90	*	NON OPERATING SOURCES	74,351	.00		487,686	640,139.10	131	636,392	3,747.10-
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	679,132	.00		5,715,101	.00		7,073,380	7,073,380.00
99	*	BALANCE FORWARD	679,132	.00		5,715,101	.00		7,073,380	7,073,380.00
389	**	NON OPERATING SOURCES	753,483	.00		6,202,787	640,139.10	10	7,709,772	7,069,632.90
380	***	OTHER SOURCES(NON-REV)	2,403,914	537,744.00	22	18,270,377	14,910,704.10	82	23,078,253	8,167,548.90
FUND TOTAL		GENERAL FUND	4,548,608	2,230,811.94	49	39,678,915	36,729,638.93	93	48,776,536	12,046,897.07

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2550	2550.00	100	25500	24500.00	96	.00	30600	6100.00	80
11 **	EXECUTIVE SALARIES	2550	2550.00	100	25500	24500.00	96	.00	30600	6100.00	80
12-00	REGULAR SALARIES & WAGES	941877	776074.08	82	9409020	8417952.25	90	.00	11292905	2874952.75	75
12-06	SALARIES/CONTRACTUAL	2222	.00	0	22220	3738.75	17	.00	26675	22936.25	14
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	11524	29708.81	258	70339	169441.52	241	.00	93413	76028.52-	181
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	955623	805782.89	84	9501579	8591132.52	90	.00	11412993	2821860.48	75
13-00	OTHER SALARIES & WAGES	89565	83009.84	93	850097	760583.34	90	.00	1029268	268684.66	74
13 **	OTHER SALARIES & WAGES	89565	83009.84	93	850097	760583.34	90	.00	1029268	268684.66	74
14-00	OVERTIME	54450	30431.38	56	341465	362930.88	106	.00	450440	87509.12	81
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	54450	30431.38	56	341465	362930.88	106	.00	450440	87509.12	81
15-00	SPECIAL PAY	32073	26010.89	81	294123	289639.93	99	.00	358282	68642.07	81
15 **	SPECIAL PAY	32073	26010.89	81	294123	289639.93	99	.00	358282	68642.07	81
20-00	CLOTHING/SHOE ALLOWANCE	1769	187.50	11	17329	16874.65	97	.00	20900	4025.35	81
20 **	CLOTHING/SHOE ALLOWANCE	1769	187.50	11	17329	16874.65	97	.00	20900	4025.35	81
21-00	FICA TAXES	87718	70229.59	80	857292	741590.26	87	.00	1032850	291259.74	72
21 **	FICA TAXES	87718	70229.59	80	857292	741590.26	87	.00	1032850	291259.74	72
22-00	RETIREMENT CONTRIBUTIONS	52025	43579.48	84	507356	462701.61	91	.00	611497	148795.39	76
22-01	LICENSED POLICE/FIRE	172124	146323.02	85	1657386	1550188.69	94	.00	2001656	451467.31	77
22-02	STATE CONTRIBUTIONS	20526	.00	0	230920	.00	0	.00	271994	271994.00	0
22-03	ICMA - CITY MANAGER	707	609.08	86	6839	6491.80	95	.00	8259	1767.20	79

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	245382	190511.58	78	2402501	2019382.10	84	.00	2893406	874023.90	70
23-00	LIFE/HEALTH INSURANCE	260674	213576.28	82	2572195	2246443.32	87	1206.00	3093669	846019.68	73
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	260674	213576.28	82	2572195	2246443.32	87	1206.00	3093669	846019.68	73
24-00	WORKER'S COMPENSATION	54556	48102.62	88	498910	492027.12	99	.00	608156	116128.88	81
24 **	WORKER'S COMPENSATION	54556	48102.62	88	498910	492027.12	99	.00	608156	116128.88	81
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	8330	992.46	12	.00	10000	9007.54	10
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	8330	992.46	12	.00	10000	9007.54	10
27-00	CAFETERIA PLAN	21167	18300.00	87	201191	187927.50	93	.00	243523	55595.50	77
27 **	CAFETERIA PLAN	21167	18300.00	87	201191	187927.50	93	.00	243523	55595.50	77
31-00	PROFESSIONAL SERVICES	57980	10113.75	17	505944	164924.72	33	248447.70	621919	208546.58	67
31-01	LEGAL FEES	45745	238.50	1	365050	326522.37	89	130027.63	456550	.00	100
31-02	MEDICAL SERVICES	3283	.00	0	32830	8111.16	25	28640.36	39398	2646.48	93
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	10930	13125.00	120	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	10669	5837.66	55	189373	116369.17	61	121902.83	210712	27560.00-	113
31 **	PROFESSIONAL SERVICES	118770	16189.91	14	1104127	629052.42	57	529018.52	1341704	183633.06	86
32-00	ACCOUNTING & AUDITING	3625	.00	0	36250	43500.00	120	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	36250	43500.00	120	.00	43500	.00	100
34-00	CONTRACT SERVICES	96681	14010.76	15	877983	695418.53	79	147026.02	1071410	228965.45	79
34-03	CUSTOMER SERVICE CONTRACT	152752	150630.28	99	1527520	1361814.35	89	.00	1833029	471214.65	74
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1682	.00	0	20538	13840.00	67	10000.00	23900	60.00	100
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	251115	164641.04	66	2426041	2071072.88	85	157026.02	2928339	700240.10	76

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	28102-	.00	0	123802	.00	0	.00	67604	67604.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	35576	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	23655-	.00	0	159378	.00	0	.00	67604	67604.00	0
40-00	TRAVEL & PER DIEM	4947	5065.29	102	42670	29400.39	69	.00	52670	23269.61	56
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	4947	5065.29	102	42670	29400.39	69	.00	52670	23269.61	56
41-00	COMMUNICATION	13920	4186.09	30	139088	98295.26	71	53326.97	166964	15341.77	91
41 **	COMMUNICATION	13920	4186.09	30	139088	98295.26	71	53326.97	166964	15341.77	91
42-00	POSTAGE & FREIGHT	35550	33021.09	93	340460	331886.52	98	59926.02	411672	19859.46	95
42 **	POSTAGE & FREIGHT	35550	33021.09	93	340460	331886.52	98	59926.02	411672	19859.46	95
43-00	ELECTRIC/WATER/SEWER	59215	54034.34	91	592150	477339.47	81	197398.52	710605	35867.01	95
43 **	ELECTRIC/WATER/SEWER	59215	54034.34	91	592150	477339.47	81	197398.52	710605	35867.01	95
44-00	RENTALS AND LEASES	14280	.00	0	142632	121079.35	85	31430.15	171243	18733.50	89
44 **	RENTALS AND LEASES	14280	.00	0	142632	121079.35	85	31430.15	171243	18733.50	89
45-00	INSURANCE	33102	.00	0	331020	367896.35	111	.00	397284	29387.65	93
45 **	INSURANCE	33102	.00	0	331020	367896.35	111	.00	397284	29387.65	93
46-00	REPAIRS & MAINTENANCE	58163	8825.36	15	554741	369249.49	67	176401.71	671120	125468.80	81
46-02	REPAIR/MAINT BUILDING	51411	143139.80	278	519004	375441.11	72	172329.64	621843	74072.25	88
46-03	REPAIR/MAINT-VEHICLES	16435	14378.24	88	168256	146823.53	87	9214.57	201204	45165.90	78
46-05	HYDRANT FEES	15471	15451.56	100	154710	154515.60	100	.00	185653	31137.40	83
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	141480	181794.96	129	1396711	1046029.73	75	357945.92	1679820	275844.35	84
47-00	PRINTING & BINDING	1600	476.00	30	15980	8046.84	50	248.68	19278	10982.48	43
47 **	PRINTING & BINDING	1600	476.00	30	15980	8046.84	50	248.68	19278	10982.48	43
48-00	PROMOTIONAL ACTIVITIES	4144	4115.88	99	44563	21731.24	49	400.00	52869	30737.76	42
48-11	BUSINESS ASSIST. PROGRAM	3750	.00	0	37500	.00	0	.00	45000	45000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	7894	4115.88	52	82063	21731.24	27	400.00	97869	75737.76	23
49-00	OTHER CHARGES & OBLIG.	68773	2469.86	4	562304	460977.37	82	26735.50	699893	212180.13	70
49-02	ADVERTISING	10-	.00	0	180	159.00	88	.00	159	.00	100
49-05	BROWNFIELDS REDEV PROG	20033	.00	0	200330	133312.33	67	93515.00	240406	13578.67	94
49-06	BROWNFIELD PROG CITY COST	625	.00	0	6250	3650.00	58	.00	7500	3850.00	49
49-07	BAD DEBT EXPENSE	12832	3619.04-	28-	128320	56957.82-	44-	.00	154000	210957.82	37-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1875	14.35	1	18750	18014.35	96	.00	22500	4485.65	80
49 **	OTHER CHARGES & OBLIG.	104128	1134.83-	1-	916134	559155.23	61	120250.50	1124458	445052.27	60
52-00	OPERATING SUPPLIES	92910	28744.30	31	864430	622343.65	72	81293.27	1050346	346709.08	67
52-02	UNIFORMS	1545	.00	0	15450	14522.65	94	2452.40	18550	1574.95	92
52-05	EMS 1st RESP-CONSUM SUPP	5898	1840.39	31	33780	35712.56	106	1127.95	45583	8742.49	81
52-07	JANITORIAL SUPPLIES	2096	1963.35	94	20960	18005.34	86	.00	25170	7164.66	72
52-10	HEATING FUEL	103	.00	0	1030	868.01	84	371.99	1240	.00	100
52-30	FUEL OIL & LUBRICANTS	16614	22997.32	138	190143	143927.87	76	.00	223422	79494.13	64
52-33	EMPLOYEE HEALTH CENTER	13956	.00	0	56877	55117.62	97	2114.38	84792	27560.00	68
52 **	OPERATING SUPPLIES	133122	55545.36	42	1182670	890497.70	75	87359.99	1449103	471245.31	68

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	1924-	.00	0	39302	7969.84	20	6313.90	35455	21171.26	40
53 **	ROAD MATERIALS/SUPPLIES	1924-	.00	0	39302	7969.84	20	6313.90	35455	21171.26	40
54-00	MEMBERSHIP/PUBLICATIONS	2699	978.15	36	26411	20804.90	79	.00	31900	11095.10	65
54 **	MEMBERSHIP/PUBLICATIONS	2699	978.15	36	26411	20804.90	79	.00	31900	11095.10	65
55-00	TRAINING	6125	3903.00	64	67719	30924.24	46	5641.00	80075	43509.76	46
55-01	EDA PROGRAM	1041	.00	0	10410	1098.86	11	10.00	12500	11391.14	9
55 **	TRAINING	7166	3903.00	55	78129	32023.10	41	5651.00	92575	54900.90	41
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	1299-	.00	0	9274	.00	0	.00	6683	6683.00	0
61 **	LAND	1299-	.00	0	9274	.00	0	.00	6683	6683.00	0
62-00	BUILDINGS	21661	2980.00	14	216610	258526.79	119	4.00	259936	1405.21	100
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	21661	2980.00	14	216610	258526.79	119	4.00	259936	1405.21	100
63-00	INFRASTRUCTURE	243408	2783.79	1	2370345	1485477.50	63	874896.25	2857171	496797.25	83
63 **	INFRASTRUCTURE	243408	2783.79	1	2370345	1485477.50	63	874896.25	2857171	496797.25	83
64-00	MACHINERY AND EQUIPMENT	84372	.00	0	784982	670521.56	85	211403.93	953784	71858.51	93
64-01	JAG GRANT	3346	.00	0	16730	23425.87	140	.00	23427	1.13	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	87718	.00	0	801712	693947.43	87	211403.93	977211	71859.64	93

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	1573	.00	0	12860	15998.00	124	.00	15998	.00	100
68 **	INTANGIBLE ASSETS	1573	.00	0	12860	15998.00	124	.00	15998	.00	100
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	1241007	.00	0	7446042	9928053.34	133	.00	9928054	.66	100
73 **	OTHER DEBT SVC COSTS	1241007	.00	0	7446042	9928053.34	133	.00	9928054	.66	100
81-00	AIDS TO GOVT AGENCY	62583	.00	0	625830	751001.00	120	.00	751003	2.00	100
81 **	AIDS TO GOVT AGENCY	62583	.00	0	625830	751001.00	120	.00	751003	2.00	100
82-01	ECON DEV INCENTIVE CONTR	105666	.00	0	1056660	.00	0	.00	1268000	1268000.00	0
82 **	AID PRIVATE ORGANIZATION	105666	.00	0	1056660	.00	0	.00	1268000	1268000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	3862	.00	0	38620	.00	0	.00	46350	46350.00	0
83 **	OTHER GRANTS AND AIDS	3862	.00	0	38620	.00	0	.00	46350	46350.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	73333	.00	0	513331	354299.39	69	.00	660000	305700.61	54

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	73333	.00	0	513331	354299.39	69	.00	660000	305700.61	54
FUND 001	TOTAL *********										
	GENERAL FUND	4552906	2017272.64	44	39713012	35977108.75	91	2693806.37	48776536	10105620.88	79
GRAND	TOTAL *********										
		4552906	2017272.64	44	39713012	35977108.75	91	2693806.37	48776536	10105620.88	79

FY 2017 Budget by Classification Report - Summary Listing

Through 7/31/2017

Target for July is 83%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,668,443		$ 1,463,057.50	$ 205,385.50	88%
CHARGES FOR SERVICES	$ 52,128,130		$ 48,513,654.02	$ 3,614,475.98	93%
MISCELLANEOUS	$ 307,595		$ 506,472.54	$ (198,877.54)	165%
OTHER SOURCES (NON-REVENUE)	$ 29,020,257		$ 559,465.48	$ 28,460,791.52	2%
REVENUE TOTALS	**$ 83,124,425**	-	**$ 51,042,649.54**	**$ 32,081,775.46**	**61%**
				$ (21,453,287.65)	
EXPENSE					
SALARIES AND BENEFITS	$ 13,919,535	$ 804.00	$ 9,743,736.10	$ 4,174,994.90	70%
OPERATING EXPENDITURES	$ 24,529,389	$ 5,992,770.04	$ 13,674,422.69	$ 4,862,196.27	80%
CAPITAL OUTLAY	$ 29,199,384	$ 9,640,415.19	$ 11,687,218.96	$ 7,871,749.85	73%
GRANTS, AIDS AND OTHER	$ 15,476,117	$ -	$ 9,368,640.00	$ 6,107,477.00	61%
EXPENSE TOTALS	**$ 83,124,425**	**$ 15,633,989.23**	**$ 44,474,017.75**	**$ 23,016,418.02**	72%
REVENUE TOTALS	**$ 83,124,425**	$ -	**$ 51,042,649.54**	**$ 32,081,775.46**	**61%**
EXPENSE TOTALS	**$ 83,124,425**	**$ 15,633,989.23**	**$ 44,474,017.75**	**$ 23,016,418.02**	**72%**
	$ -	**$ (15,633,989.23)**	**$ 6,568,631.79**		

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	10	WATER - RESIDENTIAL	63,949	109,175.00	171	639,490	925,790.00	145	767,388	158,402.00-
03	11	WATER - COMMERCIAL	66,559	12,250.00	18	665,590	374,517.50	56	798,711	424,193.50
03	20	SEWER - RESIDENTIAL	767	.00		7,670	13,750.00	179	9,210	4,540.00-
03	21	SEWER - COMMERCIAL	7,761	.00		77,610	149,000.00	192	93,134	55,866.00-
03	*	IMPACT FEES	139,036	121,425.00	87	1,390,360	1,463,057.50	105	1,668,443	205,385.50
324	**	IMPACT FEES	139,036	121,425.00	87	1,390,360	1,463,057.50	105	1,668,443	205,385.50
320	***	OTHER PERMITS & FEES	139,036	121,425.00	87	1,390,360	1,463,057.50 ✓	105	1,668,443 ✓	205,385.50 ✓
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
90	00	OTHER FEDERAL GRANT-BABS	0	.00		0	304,068.96		0	304,068.96-
331	**	FEDERAL GRANTS	0	.00		0	304,068.96		0	304,068.96-
337		GRANTS FROM LOCAL UNITS								
30	00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30	02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30	08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30	*	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	304,068.96		0	304,068.96-
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
30	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31	00	WATER SALES	3,659,823	4,210,183.35	115	36,598,230	40,850,942.00	112	43,917,881	3,066,939.00
33	00	WATER CONNECTION FEE	20,000	35,405.00	177	200,000	343,222.04	172	240,000	103,222.04-
33	02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33	*	WATER CONNECTION FEE	20,000	35,405.00	177	200,000	343,222.04	172	240,000	103,222.04-
36	00	WATER HYDRANT FEES	217,357	244,024.61	112	2,173,570	2,427,558.22	112	2,608,291	180,732.78
39	00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39	02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39	06	HYDRANT RESID FLOW TEST	125	400.00	320	1,250	5,100.00	408	1,500	3,600.00-
39	07	BACKFLOW DEVICE TEST	12,083	15,699.03	130	120,830	131,597.09	109	145,000	13,402.91
39	08	JUMPER METERS	58	100.00	172	580	1,850.00	319	700	1,150.00-
39	09	PLAN REVIEW/CONST INSPECT	1,000	2,000.00	200	10,000	23,000.00	230	12,000	11,000.00-
39	10	BACKFLOW PRV/RLCT TEMP	208	55.42	27	2,080	354.20	17	2,500	2,145.80

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,474	18,254.45	136	134,740	161,901.29	120	161,700	201.29-
51 00	SEWER SALES	405,421	434,700.28	107	4,054,210	4,434,997.25	109	4,865,057	430,059.75
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	405,421	434,700.28	107	4,054,210	4,434,997.25	109	4,865,057	430,059.75
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	554.33	107	5,160	5,615.61	109	6,200	584.39
60 00	REUSE WATER	26,416	27,860.91	106	264,160	282,321.13	107	317,001	34,679.87
60 01	REUSE WATER INSTALLATION	1,000	565.08	57	10,000	7,096.48	71	12,000	4,903.52
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	27,416	28,425.99	104	274,160	289,417.61	106	329,001	39,583.39
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,344,007	4,971,548.01	114	43,440,070	48,513,654.02	112	52,128,130	3,614,475.98
340 ***	CHARGES FOR SERVICES	4,344,007	4,971,548.01	114	43,440,070	48,513,654.02 ✓	112	52,128,130 ✓	3,614,475.98 ✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	.00		201,070	181,964.62	91	241,295	59,330.38
10 10	SBA	0	.00		0	.85		0	.85-
10 *	INTEREST	20,107	.00		201,070	181,965.47	91	241,295	59,329.53
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	115,169.76-		0	115,169.76
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	.00		201,070	66,795.71	33	241,295	174,499.29
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		1,080	1,300.00	120	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		1,080	1,300.00	120	1,300	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	44,300.68	3544	12,500	97,301.06	778	15,000	82,301.06-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	44,300.68	3544	12,500	97,301.06	778	15,000	82,301.06-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		8,330	6,658.40	80	10,000	3,341.60
365 **	SALES OF SURPLUS SCRAP	833	.00		8,330	6,658.40	80	10,000	3,341.60
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	1,275.00	38	33,330	30,348.41	91	40,000	9,651.59
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	1,275.00	38	33,330	30,348.41	91	40,000	9,651.59
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	1,275.00	38	33,330	30,348.41	91	40,000	9,651.59
360 ***	MISCELLANEOUS REVENUES	25,631	45,575.68	178	256,310	202,403.58✓	79	307,595✓	105,191.42✓
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
383		INSTLMT PURCH/CAP LEASE								
389		NON OPERATING SOURCES								
30	00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41	00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42	00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81	00	CONTRIBUTION LIFT STATION	0	.00		0	208,929.54		0	208,929.54-
82	00	CONTRIBUTION S MAINLAND	0	12,698.11		0	91,017.53		0	91,017.53-
83	00	CONTRIBUTION VIERA	0	30,011.26		0	259,518.41		0	259,518.41-
83	01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83	*	CONTRIBUTION VIERA	0	30,011.26		0	259,518.41		0	259,518.41-
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	2,529,261	.00		23,961,722	.00		29,020,257	29,020,257.00
99	51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99	*	BALANCE FORWARD	2,529,261	.00		23,961,722	.00		29,020,257	29,020,257.00
389	**	NON OPERATING SOURCES	2,529,261	42,709.37	2	23,961,722	559,465.48	2	29,020,257	28,460,791.52
380	***	OTHER SOURCES(NON-REV)	2,529,261	42,709.37	2	23,961,722	559,465.48	2	29,020,257	28,460,791.52
FUND TOTAL		WATER/SEWER ENTERPRISE	7,037,935	5,181,258.06	74	69,048,462	51,042,649.54	74	83,124,425	32,081,775.46

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	SALARIES & WAGES	585117	544106.85	93	6396160	5436822.77	85	.00	7566438	2129615.23	72
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	4502	119.55	3	13506	23433.88	174	.00	22509	924.88-	104
12 **	REGULAR SALARIES & WAGES	589619	544226.40	92	6409666	5460256.65	85	.00	7588947	2128690.35	72
13-00	OTHER SALARIES & WAGES	59327	44335.07	75	410875	395902.87	96	.00	529556	133653.13	75
13 **	OTHER SALARIES & WAGES	59327	44335.07	75	410875	395902.87	96	.00	529556	133653.13	75
14-00	OVERTIME	77144	28878.56	37	400917	442576.98	110	.00	555249	112672.02	80
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	77144	28878.56	37	400917	442576.98	110	.00	555249	112672.02	80
15-00	SPECIAL PAY	16	.00	0	160	.00	0	.00	200	200.00	0
15 **	SPECIAL PAY	16	.00	0	160	.00	0	.00	200	200.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1788	430.00	24	17579	15925.00	91	.00	21175	5250.00	75
20 **	CLOTHING/SHOE ALLOWANCE	1788	430.00	24	17579	15925.00	91	.00	21175	5250.00	75
21-00	FICA TAXES	57646	45307.78	79	567576	460456.84	81	.00	682932	222475.16	67
21 **	FICA TAXES	57646	45307.78	79	567576	460456.84	81	.00	682932	222475.16	67
22-00	RETIREMENT CONTRIBUTIONS	163071	110923.13	68	1166260	1001517.74	86	.00	1492442	490924.26	67
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	163071	110923.13	68	1166260	1001517.74	86	.00	1492442	490924.26	67
23-00	LIFE/HEALTH INSURANCE	191295	147107.59	77	1900168	1420364.49	75	.00	2282793	862428.51	62
23-02	LIFE/HEALTH RETIREES	15002	6388.36	43	150020	99996.24	67	804.00	180024	79223.76	56
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	206297	153495.95	74	2050188	1520360.73	74	804.00	2462817	941652.27	62
24-00	WORKER'S COMPENSATION	38774	35414.20	91	357358	352539.29	99	.00	434955	82415.71	81

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	38774	35414.20	91	357358	352539.29	99	.00	434955	82415.71	81
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	12612	9800.00	78	126036	94200.00	75	.00	151262	57062.00	62
27 **	CAFETERIA PLAN	12612	9800.00	78	126036	94200.00	75	.00	151262	57062.00	62
31-00	PROFESSIONAL SERVICES	128746	345.00	0	1354670	171998.80	13	1251197.61	1612179	188982.59	88
31-01	LEGAL EXPENSES	27500	.00	0	125000	108138.89	87	36868.03	180000	34993.08	81
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	542-	.00	0	3958	.00	0	.00	2874	2874.00	0
31-33	EMPLOYEE HEALTH CENTER	7326	4008.40	55	130032	79904.24	61	83703.76	144684	18924.00-	113
31 **	PROFESSIONAL SERVICES	163030	4353.40	3	1613660	360041.93	22	1371769.40	1939737	207925.67	89
32-00	ACCOUNTING & AUDITING	3625	.00	0	36250	43500.00	120	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	36250	43500.00	120	.00	43500	.00	100
34-00	CONTRACT SERVICES	60044	58833.49	98	952522	727790.27	76	194648.52	1072637	150198.21	86
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447865	447866.00	100	4478650	4478660.00	100	.00	5374389	895729.00	83
34 **	CONTRACT SERVICES	507909	506699.49	100	5431172	5206450.27	96	194648.52	6447026	1045927.21	84
39-00	CONTINGENCY	2001-	.00	0	1132937	.00	0	.00	1128940	1128940.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	2001-	.00	0	1132937	.00	0	.00	1128940	1128940.00	0
40-00	TRAVEL AND PER DIEM	2048	185.50	9	16942	11154.69	66	.00	21068	9913.31	53
40-01	CAR ALLOWANCE	12	.00	0	120	.00	0	.00	150	150.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2060	185.50	9	17062	11154.69	65	.00	21218	10063.31	53
41-00	COMMUNICATION	10618	3755.75	35	107182	71470.08	67	38016.17	128450	18963.75	85
41 **	COMMUNICATION	10618	3755.75	35	107182	71470.08	67	38016.17	128450	18963.75	85
42-00	POSTAGE AND FREIGHT	3319	1682.24	51	30217	22563.23	75	4691.51	36881	9626.26	74
42 **	POSTAGE AND FREIGHT	3319	1682.24	51	30217	22563.23	75	4691.51	36881	9626.26	74
43-00	ELECTRIC/WATER/SEWER	202766	131696.91	65	2021657	1297594.46	64	1120650.35	2427215	8970.19	100
43 **	ELECTRIC/WATER/SEWER	202766	131696.91	65	2021657	1297594.46	64	1120650.35	2427215	8970.19	100
44-00	RENTALS AND LEASES	17492	1660.00	10	136174	147274.27	108	13966.93	171180	9938.80	94
44 **	RENTALS AND LEASES	17492	1660.00	10	136174	147274.27	108	13966.93	171180	9938.80	94
45-00	INSURANCE	31261	.00	0	314562	361914.05	115	.00	377135	15220.95	96
45 **	INSURANCE	31261	.00	0	314562	361914.05	115	.00	377135	15220.95	96
46-00	REPAIRS & MAINTENANCE	519376	182733.03	35	5752874	3044952.49	53	2199288.74	6791652	1547410.77	77
46-02	REPAIRS/MAINT - BUILDING	22813	2594.29	11	176181	108613.44	62	26291.75	221824	86918.81	61
46-03	REPAIR/MAINT-VEHICLES	17437	13026.27	75	174370	132669.47	76	.00	209277	76607.53	63
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	559626	198353.59	35	6103425	3286235.40	54	2225580.49	7222753	1710937.11	76
47-00	PRINTING & BINDING	585	.00	0	5850	1501.10	26	236.50	7050	5312.40	25
47 **	PRINTING & BINDING	585	.00	0	5850	1501.10	26	236.50	7050	5312.40	25
48-00	PROMOTIONAL ACTIVITIES	1250	750.00	60	12500	3910.00	31	3359.40	15000	7730.60	49
48 **	PROMOTIONAL ACTIVITIES	1250	750.00	60	12500	3910.00	31	3359.40	15000	7730.60	49
49-00	OTHER CHARGES & OBLIG.	2701	8710.85	323	27010	22635.23	84	.00	32451	9815.77	70
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	5680.99-	39-	145830	71813.66-	49-	.00	175000	246813.66	41-
49-08	CASH OVER & UNDER	25	1.00	4	250	199.06	80	.00	300	100.94	66
49-09	DOCUMENT RECORDING CHGS	250	480.00-	192-	2500	1849.40-	74-	.00	3000	4849.40	62-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17559	2550.86	15	175590	50828.77-	29-	.00	210751	261579.77	24-
52-00	OPERATING SUPPLIES	357074	106529.07	30	3067341	2614751.64	85	930239.70	3781533	236541.66	94
52-07	JANITORIAL SUPPLIES	852	870.94	102	8520	7324.51	86	.00	10240	2915.49	72
52-30	FUEL OIL & LUBRICANTS	25986	24733.49	95	259860	177099.36	68	47532.94	311862	87229.70	72
52-33	EMPLOYEE HEALTH CENTER	9582	.00	0	39048	37846.11	97	1451.89	58222	18924.00	68
52 **	OPERATING SUPPLIES	393494	132133.50	34	3374769	2837021.62	84	979224.53	4161857	345610.85	92
53-00	ROAD MATERIALS/SUPPLIES	4101	157.04	4	41832	11990.36	29	27204.24	50056	10861.40	78
53 **	ROAD MATERIALS/SUPPLIES	4101	157.04	4	41832	11990.36	29	27204.24	50056	10861.40	78
54-00	MEMBERSHIP/PUBLICATIONS	3130	.00	0	31300	30760.00	98	.00	37585	6825.00	82
54 **	MEMBERSHIP/PUBLICATIONS	3130	.00	0	31300	30760.00	98	.00	37585	6825.00	82
55-00	TRAINING	10010	1285.00	13	75504	31870.00	42	13422.00	95555	50263.00	47
55-01	EDA PROGRAM	625	.00	0	6250	.00	0	.00	7500	7500.00	0
55 **	TRAINING	10635	1285.00	12	81754	31870.00	39	13422.00	103055	57763.00	44
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2287151	361775.93	16	21191576	10517189.66	50	9224634.17	25765897	6024073.17	77
63 **	INFRASTRUCTURE	2287151	361775.93	16	21191576	10517189.66	50	9224634.17	25765897	6024073.17	77
64-00	MACHINERY AND EQUIPMENT	243878	128366.10	53	1985067	1130079.30	57	415781.02	2472842	926981.68	63
64-15	IT HARDWARE	2998	.00	0	29980	9950.00	33	.00	35995	26045.00	28

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64 **	MACHINERY & EQUIPMENT	246876	128366.10	52	2015047	1140029.30	57	415781.02	2508837	953026.68	62
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	77052	.00	0	770520	30000.00	4	.00	924650	894650.00	3
68 **	INTANGIBLE ASSETS	77052	.00	0	770520	30000.00	4	.00	924650	894650.00	3
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	830	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	830	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	457138	454917.00	100	4567160	4549170.00	100	.00	5481437	932267.00	83
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749980	180400.00	24	7499800	3991200.00	53	.00	8999761	5008561.00	44
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1207118	635317.00	53	12066960	8540370.00	71	.00	14481198	5940828.00	59
95-01	6% ILO FRANCHISE FEE	82826	82827.00	100	828260	828270.00	100	.00	993919	165649.00	83
95 **	NONOPERATING	82826	82827.00	100	828260	828270.00	100	.00	993919	165649.00	83
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7037859	3166360.40	45	69047701	44474017.75	64	15633989.23	83124425	23016418.02	72
GRAND	TOTAL *********	7037859	3166360.40	45	69047701	44474017.75	64	15633989.23	83124425	23016418.02	72

FY 2017 Budget by Classification Report - Summary Listing

Through 7/31/2017

Target for July is 83%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,372,033		$ 1,225,911.37	$ 146,121.63	89%
MISCELLANEOUS	$ 2,000		$ 1,643.97	$ 356.03	82%
OTHER SOURCES (NON-REVENUE)	$ 1,714,619		$ 21,782.25	$ 1,692,836.75	1%
REVENUE TOTALS	**$ 3,088,652**	**-**	**$ 1,249,337.59**	**$ 1,839,314.41**	**40%**
EXPENSE					
SALARIES AND BENEFITS	$ 609,163	$ -	$ 458,880.79	$ 150,282.21	75%
OPERATING EXPENDITURES	$ 390,994	$ 97,649.49	$ 172,702.57	$ 120,641.94	69%
CAPITAL OUTLAY	$ 2,088,495	$ 716,940.40	$ 1,247,521.60	$ 124,033.00	94%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
EXPENSE TOTALS	**$ 3,088,652**	**$ 814,589.89**	**$ 1,879,104.96**	**$ 394,957.15**	**87%**
REVENUE TOTALS	**$ 3,088,652**	**$ -**	**$ 1,249,337.59**	**$ 1,839,314.41**	**40%**
EXPENSE TOTALS	**$ 3,088,652**	**$ 814,589.89**	**$ 1,879,104.96**	**$ 394,957.15**	**87%**
	$ -	**$ (814,589.89)**	**$ (629,767.37)**		

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	114,336	121,061.39	106	1,143,360	1,225,911.37	107	1,372,033	146,121.63
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	114,336	121,061.39	106	1,143,360	1,225,911.37	107	1,372,033	146,121.63
343 **	PHYSICAL ENVIRONMENT	114,336	121,061.39	106	1,143,360	1,225,911.37	107	1,372,033	146,121.63
340 ***	CHARGES FOR SERVICES	114,336	121,061.39	106	1,143,360	1,225,911.37	107	1,372,033	146,121.63
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	.00		1,660	3,280.51	198	2,000	1,280.51-
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	.00		1,660	3,280.51	198	2,000	1,280.51-
20 00	DIVIDENDS	0	.00		0	28.24		0	28.24-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	1,664.78-		0	1,664.78
361 **	INTEREST AND OTHR EARNING	166	.00		1,660	1,643.97	99	2,000	356.03
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	166	.00		1,660	1,643.97	99	2,000	356.03
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	21,782.25		0	21,782.25-
90	00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	150,695	.00		1,413,227	.00		1,714,619	1,714,619.00
99	*	BALANCE FORWARD	150,695	.00		1,413,227	.00		1,714,619	1,714,619.00
389	**	NON OPERATING SOURCES	150,695	.00		1,413,227	21,782.25	2	1,714,619	1,692,836.75
380	***	OTHER SOURCES(NON-REV)	150,695	.00		1,413,227	21,782.25	2	1,714,619	1,692,836.75
FUND TOTAL		STORMWATER UTILITY	265,197	121,061.39	46	2,558,247	1,249,337.59	49	3,088,652	1,839,314.41

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	29466	21191.93	72	291181	255993.93	88	.00	350117	94123.07	73
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	264	.00	0	792	1320.97	167	.00	1321	.03	100
12 **	REGULAR SALARIES & WAGES	29730	21191.93	71	291973	257314.90	88	.00	351438	94123.10	73
13-00	OTHER SALARIES & WAGES	3437	3101.41	90	34370	32254.61	94	.00	41249	8994.39	78
13 **	OTHER SALARIES & WAGES	3437	3101.41	90	34370	32254.61	94	.00	41249	8994.39	78
14-00	OVERTIME	932	255.84	28	3727	5066.54	136	.00	5596	529.46	91
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	932	255.84	28	3727	5066.54	136	.00	5596	529.46	91
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	450	550.00	122	.00	550	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	450	550.00	122	.00	550	.00	100
21-00	FICA TAXES	2671	1657.86	62	26045	20413.49	78	.00	31393	10979.51	65
21 **	FICA TAXES	2671	1657.86	62	26045	20413.49	78	.00	31393	10979.51	65
22-00	RETIREMENT CONTRIBUTIONS	2932	2264.12	77	28487	25847.63	91	.00	34361	8513.37	75
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2932	2264.12	77	28487	25847.63	91	.00	34361	8513.37	75
23-00	LIFE/HEALTH INSURANCE	8862	7486.25	85	74774	75699.94	101	.00	92504	16804.06	82
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	8862	7486.25	85	74774	75699.94	101	.00	92504	16804.06	82
24-00	WORKER'S COMPENSATION	4182	3430.01	82	35807	35683.68	100	.00	44177	8493.32	81
24 **	WORKER'S COMPENSATION	4182	3430.01	82	35807	35683.68	100	.00	44177	8493.32	81

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	907	480.00	53	6081	6050.00	100	.00	7895	1845.00	77
27 **	CAFETERIA PLAN	907	480.00	53	6081	6050.00	100	.00	7895	1845.00	77
31-00	PROFESSIONAL SERVICES	8333	.00	0	83330	12698.50	15	75660.00	100000	11641.50	88
31-01	LEGAL EXPENSES	41	.00	0	410	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	243	149.94	62	4833	2989.03	62	3130.97	5320	800.00-	115
31 **	PROFESSIONAL SERVICES	8617	149.94	2	88573	15687.53	18	78790.97	105820	11341.50	89
34-00	CONTRACT SERVICES	416	.00	0	4160	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7410	7411.00	100	74100	74110.00	100	.00	88927	14817.00	83
34 **	CONTRACT SERVICES	7826	7411.00	95	78260	74110.00	95	.00	93927	19817.00	79
39-00	CONTINGENCY	3601-	.00	0	18730	.00	0	.00	11534	11534.00	0
39 **	CONTINGENCY	3601-	.00	0	18730	.00	0	.00	11534	11534.00	0
40-00	TRAVEL & PER DIEM	212	.00	0	2120	375.00	18	.00	2550	2175.00	15
40 **	TRAVEL & PER DIEM	212	.00	0	2120	375.00	18	.00	2550	2175.00	15
41-00	COMMUNICATION	180	.00	0	1800	547.08	30	952.92	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	1800	547.08	30	952.92	2160	660.00	69
42-00	POSTAGE & FREIGHT	250	287.92	115	997	1061.91	107	337.04	1500	101.05	93
42 **	POSTAGE & FREIGHT	250	287.92	115	997	1061.91	107	337.04	1500	101.05	93
43-00	ELECTRIC/WATER/SEWER	1652	1028.59	62	16520	9620.52	58	8461.48	19830	1748.00	91
43 **	ELECTRIC/WATER/SEWER	1652	1028.59	62	16520	9620.52	58	8461.48	19830	1748.00	91
44-00	RENTALS AND LEASES	271	.00	0	2710	755.50	28	151.10	3257	2350.40	28
44 **	RENTALS AND LEASES	271	.00	0	2710	755.50	28	151.10	3257	2350.40	28
45-00	INSURANCE	708	.00	0	7080	7540.60	107	.00	8504	963.40	89
45 **	INSURANCE	708	.00	0	7080	7540.60	107	.00	8504	963.40	89

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3812	691.16	18	39623	22263.48	56	.00	47250	24986.52	47
46-02	REPAIR/MAINT BUILDING	541	.00	0	5410	.00	0	4958.98	6500	1541.02	76
46-03	REPAIR/MAINT-VEHICLES	1965	438.85	22	19650	13118.35	67	2893.00	23590	7578.65	68
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6318	1130.01	18	64683	35381.83	55	7851.98	77340	34106.19	56
47-00	PRINTING & BINDING	83	.00	0	830	345.00	42	.00	1000	655.00	35
47 **	PRINTING & BINDING	83	.00	0	830	345.00	42	.00	1000	655.00	35
49-00	OTHER CHARGES & OBLIG.	1208	.00	0	12080	705.99	6	.00	14500	13794.01	5
49-07	BAD DEBT EXPENSE	833	50.40-	6-	8330	2359.21-	28-	.00	10000	12359.21	24-
49 **	OTHER CHARGES & OBLIG.	2041	50.40-	3-	20410	1653.22-	8-	.00	24500	26153.22	7-
52-00	OPERATING SUPPLIES	1020	1779.21	174	10252	9383.73	92	1049.78	12300	1866.49	85
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1604	2182.95	136	16040	15518.31	97	.00	19252	3733.69	81
52-33	EMPLOYEE HEALTH CENTER	389	.00	0	1487	1415.78	95	54.22	2270	800.00	65
52 **	OPERATING SUPPLIES	3013	3962.16	132	27779	26317.82	95	1104.00	33822	6400.18	81
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	620	1028.00	166	.00	750	278.00-	137
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	620	1028.00	166	.00	750	278.00-	137
55-00	TRAINING	375	799.00	213	3750	1585.00	42	.00	4500	2915.00	35
55 **	TRAINING	375	799.00	213	3750	1585.00	42	.00	4500	2915.00	35
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	7166	.00	0	71660	84400.00	118	512.30	86000	1087.70	99
61 **	LAND	7166	.00	0	71660	84400.00	118	512.30	86000	1087.70	99

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	166049	166099.41	100	1551240	1163121.60	75	602864.94	1883331	117344.46	94
63 **	INFRASTRUCTURE	166049	166099.41	100	1551240	1163121.60	75	602864.94	1883331	117344.46	94
64-00	MACHINERY & EQUIPMENT	10263	.00	0	98638	.00	0	113563.16	119164	5600.84	95
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	10263	.00	0	98638	.00	0	113563.16	119164	5600.84	95
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	265183	220685.05	83	2558114	1879104.96	74	814589.89	3088652	394957.15	87
GRAND	TOTAL *********	265183	220685.05	83	2558114	1879104.96	74	814589.89	3088652	394957.15	87

Legislation Details (With Text)

File #:	17-365	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/10/2017			**In control:**	City Council
On agenda:	8/22/2017			**Final action:**	
Title:	Review of the Employee Health Center utilization report provided by CareATC for July 2017. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Copy of Cocoa June 2017 Dashboard				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 10, 2017
Agenda Date: August 22, 2017
Prepared By: Patsy Porter, Human Resources Coordinator
Through: Tammy B. Gemmati, Administrative Services Director
Requested Action:
Review of the Employee Health Center utilization report provided by CareATC for July 2017.

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of July, there were 599 usage encounters with a total of 391prescriptions dispensed. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 90 chronic diseases identified.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability goals

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Cocoa Health Center Usage Dashboard Total Since Inception

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	**11,371**	**615**	**476**	**139**	**525**	**354**	**574**	**1,137**	**431**	**87**		**1,917**	**2,126**	**703**	**796**	**7,576**

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 3

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Three Health Fair PHAs June															124	
Sep-16	460	226	188	38	27	11	6	42	16	1	42	76	33	26	19	295
Oct-16	492	215	171	44	18	10	25	50	12	0	48	53	97	17	7	294
Nov-16	502	230	180	50	13	9	18	62	19	0	55	108	49	3	0	366
Dec-16	410	203	164	39	13	7	15	47	14	0	39	35	83	0	0	316
Jan-17	477	217	175	42	7	11	11	63	22	1	52	55	108	0	0	429
Feb-17	507	249	195	54	11	16	22	65	6	0	62	119	51	3	1	419
Mar-17	600	293	237	56	17	25	48	90	21	1	87	185	75	41	18	272
Apr-17	502	264	217	47	18	11	32	63	17	0	57	61	123	2	2	183
May-17	581	304	240	64	28	13	28	42	13	3	53	99	48	35	22	444
Jun-17	549	281	225	56	18	18	18	60	23	2	54	66	121	39	46	330
Total	**4,531**				**152**	**113**	**205**	**524**	**140**	**6**		**791**	**667**	**166**	**239**	**1,863**

City of Cocoa
Health Center Usage Dashboard Year 2

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Mar-16	362	182	141	41	22	10	13	27	11	0	28	34	61	3	7	359
Apr-16	368	177	142	35	15	10	17	56	12	1	37	41	96	2	0	417
May-16	379	167	136	31	18	7	7	49	9	7	35	41	79	3	1	279
Jun-16	431	192	155	37	14	13	15	40	9	0	35	77	33	20	12	266
Jul-16	463	216	186	30	15	17	17	60	8	2	50	104	43	85	35	369
Aug-16	477	227	191	36	17	11	20	46	14	1	46	54	92	45	24	349
Total	**4,300**				**202**	**140**	**164**	**418**	**156**	**16**		**613**	**758**	**242**	**252**	**3,500**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	**2,540**				**171**	**101**	**205**	**195**	**135**	**65**		**513**	**701**	**295**	**305**	**2213**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*