City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, August 14, 2019

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 19-384 Approve the Agenda for the Regular meeting of August 14, 2019, as presented or with amendments.

Attachments: 08-14-2019 Short Agenda.pdf

MINUTES:

II.2(a) 19-345 Approve the Minutes for the Regular City Council meeting held on June 12, 2019, as written or with amendments.

Attachments: 06-12-19 Minutes.pdf
EXHIBIT A: Presentation - Pre-Subdiv (Adamson 1B).pdf
EXHIBIT B: Statement by Councilmember Koss.pdf

II.2(b) 19-381 Approve the Minutes for the Regular meeting of June 26, 2019, as written or with amendments.

Attachments: 06-26-19 Minutes.pdf

II.2(c) 19-382 Approve the Minutes for the Regular meeting of July 10, 2019, as written or with amendments.

Attachments: 07-10-19 Minutes.pdf
EXHIBIT A- Cocoa - Renewal Presentation FINAL.pdf

III. AWARDS AND PRESENTATIONS:

III.1 19-353 "Family Promise of Brevard" Presentation. (Councilmember Koss)

III.2 19-383 Proclamation: "Florida Water Professionals Month". (Mayor Williams)

Attachments: Florida Water Professionals Month.pdf

III.3 19-385 Update on the Cocoa Village Playhouse. (Dr. Staci Hawkins-Smith)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 19-347 Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2020, pending the final approval of the City of Cocoa Fiscal Year 2020 budget. (Chief of Police)

Attachments: MSA 2019 - 7.11.19

V.2 19-375 Approve Change Order #2 to P.O. 73370 with Flowers Chemical Laboratories, Inc. to Pay Invoices Through the End of FY2019. (Utilities Director)

V.3 19-376 Approve Two Mitigation Credit Agreements with Craig Chown related to the Joint Purchasing Agreement between the City of Cocoa and the City of Melbourne for the Pineda Causeway Water Transmission Main Project including authorization to expend funds to cover the City of Cocoa's share of the costs associated with the Purchase of Wetland Mitigation Bank Credits for $39,200. (Utilities Director)

Attachments: CGW Mitigation Bank. 0.18 State and Federal Mitigation Credit Agreement

CGW Mitigation Bank. 0.22 State Mitigation Credit Agreement

VI. PUBLIC HEARINGS:

VI.1 19-354 Approve the Second and Final Reading of Ordinance No. 12-2019: A Zoning Text Amendment amending Appendix A, Article XI, Section 22 of the City of Cocoa Code to allow parking as a Special Exception use in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District. (Community Services Director)

Attachments: Ordinance No. 12-2019: REVISED Text Amendment regarding Parking in Coco

Exempt parcels location map

Legal Ad Proof - Text Amend (parking lot use).pdf

VI.2 19-355 Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd. (Community Services Director)

Attachments: Integra Cocoa Apartments Development Agreement - 8-7-19 CLEAN.pdf
Exhibit B - Concept Plan.pdf
Exhibit C1 - Elevation Typical Bldg.pdf
Exhibit C2 - Elevation Clubhouse.pdf
Exhibit C3 - Elevation 6 Car Garage.pdf
Legal Ad Proof - DA (Integra Land Co)
19-1002 TRAILHEAD ACCESS PARKING.pdf
FDOT Driveway Permit.pdf

VI.3 19-374 City Council consideration and public comment on the allocation of the 2019 Edward Byrne Memorial Justice Assistance Grant in the amount of $22,166. (Chief of Police)

Attachments: Laptop JAG 2019 Quote.pdf
JAG F20 Internal Application.pdf

VII. COUNCIL BUSINESS:

VII.1 19-389 Consider the Donation Application request from Brevard Schools Foundation, Inc., on behalf of Cocoa High School, for the Cocoa High School Chorus Carnegie Hall Trip. (Administrative Services Director)

Attachments: Brevard Schools Foundation, Inc. Donation app 001.pdf
501c3 IRS Ltr.pdf
990_2018_FINAL.pdf

VIII. CITY BUSINESS:

VIII.1 19-254 Approve a Resolution amending and updating the Utility Handbook for changes in existing policy and to Approve the Schedule B: Miscellaneous Utility Rates, Fees, & Charges and to approve the ability of staff to make administrative changes to the Utility Handbook that do not alter the approved policies contained therein. (Finance Director)

Attachments:
- CURRENT - Utilities Handbook
- CURRENT - Exhibit A Rates Fees and Charges
- CURRENT - Exhibit B Customer Service Policy Manual
- PROPOSED - Utilities Handbook.pdf
- PROPOSED - Schedule B - Miscellaneous Rates, Fees, & Charges
- Utility Handbook Resolution No. 2019-072
- Summary of Proposed Changes in Schedule B.pdf

VIII.2 19-255 Pursuant to Resolution No. 2016-87 establishing water, sewer and reclaimed water charges and usage rates, accept Stantec's FY 2019-20 Utility Rate Study, validating the implementation of an automatic five percent (5%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2019; and provide for the update of Utility Handbook Schedule A: Utility Rates, Fees, & Charges. (Finance Director)

Attachments:
- 2016-87 (Revising the Water, Sewer, and reclaimed water charges usage rat
- 1001A.FY20.0 - Schedule A - Utility Rates, Fees, & Charges
- FY 2020 Annual Rate Increase - Schedule A - Utility Rates, Fees, & Charges
- cocoa_fy19_utility_rsa_report_final_080819 (002).pdf

MULTI-YEAR CONTRACTS:

VIII.3 19-357 Consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for three School Resource Officers for the 2019-2020 School year, July 1, 2019 through June 30, 2020. Also approval for authorizing the City Manager and City Attorney to finalize and execute the contract with the School Board. (Chief of Police)

Attachments:
- SRO Agreement 2019-20 - Cocoa.pdf

IX. INFORMATIONAL AGENDA:

IX.1 19-370 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:
- June 2019 Financial Report.pdf

IX.2 19-371 Cocoa Police Department District Event Statistics for the months of April, May, and June, 2019. (Chief of Police)

Attachments: Apr 2019 Council Report by District
MAY 2019 Council Report by District
JUN 2019 Council Report by District .pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

Legislation Details (With Text)

File #:	19-384	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/5/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of August 14, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-14-2019 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 5, 2019
Agenda Date: August 14, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of August 14, 2019, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of August 14, 2019, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

August 14, 2019

DATE: August 14, 2019	**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 14, 2019 (19-384)
2. Minutes: (a) Regular Meeting of June 12, 2019 (19-345)
   (b) Regular Meeting of June 26, 2019 (19-381)
   (c) Regular Meeting of July 10, 2019 (19-382)

III. AWARDS AND PRESENTATIONS:

1. "Family Promise of Brevard" Presentation. (19-353). (Councilmember Koss)

2. Proclamation: “Florida Water Professionals Month”. (19-383). (Mayor Williams)

3. Update on the Cocoa Village Playhouse. (19-385). (Dr. Staci Hawkins-Smith)

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.

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

V. CONSENT AGENDA:

1. Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2020, pending the final approval of the City of Cocoa Fiscal Year 2020 budget. (19-347). (Chief of Police)

2. Approve Change Order #2 to P.O. 73370 with Flowers Chemical Laboratories, Inc. to Pay Invoices Through the End of FY2019. (19-375). (Utilities Director)

3. Approve Two Mitigation Credit Agreements with Craig Chown related to the Joint Purchasing Agreement between the City of Cocoa and the City of Melbourne for the Pineda Causeway Water Transmission Main Project including authorization to expend funds to cover the City of Cocoa's share of the costs associated with the Purchase of Wetland Mitigation Bank Credits for $39,200. (19-376). (Utilities Director)

VI. PUBLIC HEARINGS:

1. Pass on Second Reading Ordinance No. 12-2019: A Zoning Text Amendment amending Appendix A, Article XI, Section 22 of the City of Cocoa Code to allow parking as a Special Exception use in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District. (19-354). (Community Services Director)

2. Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd. (19-355). (Community Services Director)

3. City Council consideration and public comment on the allocation of the 2019 Edward Byrne Memorial Justice Assistance Grant in the amount of $22,166. (19-374). (Chief of Police)

VII. COUNCIL BUSINESS:

1. Consider the Donation Application request from Brevard Schools Foundation, Inc., on behalf of Cocoa High School, for the Cocoa High School Chorus Carnegie Hall Trip. (19-389). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Approve a Resolution amending and updating the Utility Handbook for changes in existing policy and to Approve the Schedule B: Miscellaneous Utility Rates, Fees, & Charges and to approve the ability of staff to make administrative changes to the Utility Handbook that do not alter the approved policies contained therein. (19-254). (Finance Director)

2. Pursuant to Resolution No. 2016-87 establishing water, sewer and reclaimed water charges and usage rates, accept Stantec's FY 2019-20 Utility Rate Study, validating the implementation of an automatic five percent (5%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2019; and provide for the update of Utility Handbook Schedule A: Utility Rates, Fees, & Charges. (19-255). (Finance Director)

MULTI-YEAR CONTRACTS:

3. Consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for three School Resource Officers for the 2019-2020 School year, July 1, 2019 through June 30, 2020. Also approval for authorizing the City Manager and City Attorney to finalize and execute the contract with the School Board. (19-357). (Chief of Police)

IX. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-370). (Finance Director)

2. Cocoa Police Department District Event Statistics for the months of April, May, and June, 2019. (19-371). (Chief of Police)

X. REPORTS:

Advisory Boards and Committees

City Administration
City Attorney
City Manager
City Council

XI. ADJOURNMENT.

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prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Legislation Details (With Text)

File #:	19-345	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	7/12/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Approve the Minutes for the Regular City Council meeting held on June 12, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-12-19 Minutes.pdf EXHIBIT A: Presentation - Pre-Subdiv (Adamson 1B).pdf EXHIBIT B: Statement by Councilmember Koss.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2019
Agenda Date: July 24, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular City Council meeting held on June 12, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Regular City Council meeting held on June 12, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

June 12, 2019

A Regular City Council Meeting was held on Wednesday, June 12, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the meeting to order at 6:03 p.m.

Deputy Chief Lamm provided the invocation, and Councilmember Goins led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Mike Cantaloupe, Chief of Police; Jonathan Lamm, Deputy Fire Chief; Ed Wegerif, Public Works Director; Rebecca Bowman, Finance Director; LeShawn Hinton, Helpdesk Support Technician; and Samantha Senger, Assistant to the City Manager/ Public Relations Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of June 12, 2019 (19-259)

2. Minutes: (a) Regular Meeting of April 24, 2019 (19-260)
(b) Regular Meeting of May 8, 2019 (19-261)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve the Agenda for the Regular meeting of June 12, 2019 as presented.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the Minutes for the Regular meeting of April 24, 2019 and the Regular meeting of May 8, 2019 as written.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Koss commented on the minutes stating they were perfect.

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Linda Allen, 1407 North Fiske Blvd, Cocoa, voiced concerns for her many neighbors about the traffic situation on their street. There are constant speeders. There are fifteen children who live around her home who are always in the street and boys who love to play basketball. The Police Department has put warning signs out and the speeders are of various ages. The only cure she sees is a speed bump and asked Council to look into this before something bad happens. She pointed out that between Westview and Kensington is the biggest straight away and believed that would be the best place for a speed bump. Additionally, she can verify that the police have been out in force.

Councilmember Koss asked where the current stop sign is at. In response, Ms. Allen noted that it is at the corner of Carson as you go onto Fiske Blvd. There is

also a four way stop at Kensington and when you turn off of Kensington onto Fiske Blvd.

Mayor Williams asked if anything had changed with school being out. Ms. Allen responded in the negative and mentioned that ducks were killed a few days ago.

John Risdon, 1313 N. Fiske Boulevard, Cocoa, concurred with Ms. Allen's concerns. He has lived here a year next month and the speeders are ramped. He walks his dogs in the neighborhood on Carson, Westview, and Kensington. All of the signs are ignored because there is no oncoming traffic. He reiterated that there were two ducks killed on Sunday and two weeks prior to that a lady drove over a speed limit sign on the sidewalk and kept going. At the house where that happened there are five children who live there. He hoped that the City would find a solution. He thought that a three way stop sign at Kensington and North Fiske Boulevard would help, as well as a speed bump at Kensington and Westview.

Councilmember Koss asked if a sign had been put up and he mentioned that the police were supposed to put up the electronic sign. He mentioned that he spoke with the Chief of Police and was very encouraged with what the Chief told him.

V. CONSENT AGENDA:

1. Approve a Resolution to Amend the FY19 Budget to Transfer Funds for an Emergency Repair on the High Service Pump #1 by Ring Power Corporation, Palm Bay, Florida, at the Dyal Water Treatment Plant. (19-242). (Utilities Director)

2. Approve a Resolution to Amend the FY19 Budget to Transfer Funds to Purchase a Free Ammonia Analyzer from AWC, Inc., Tampa, Florida, for the Dyal Water Treatment Plant. (19-244). (Utilities Director)

3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Dissolved Ozone Analyzer from S::Can Measuring Systems, LLC, North Attleboro, MA for the Dyal Water Treatment Plant; To Approve a Resolution to Amend the FY19 Budget with a Budget Transfer. (19-250). (Utilities Director)

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Hold second and final public hearing to approve Ordinance No. 03-2019 revoking the economic development ad valorem tax exemption granted to Cross Brands Manufacturing, L.L.C., and authorize the City Clerk to send a certified copy of the Ordinance to the Brevard County Property Appraiser, pursuant to the terms set forth in Ordinance No. 03-2019. (19-238). (Community Services Director)

City Attorney Garganese read the ordinance into the record by title only as follows and advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 03-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO CROSS BRANDS MANUFACTURING, L.L.C. ORIGINALLY AUTHORIZED BY ORDINANCE 11-2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

Councilmember Koss asked how often businesses moved after being offered an incentive. In response, Ms. Bunt explained that in this case, the company needed to expand and that could not be done on the current site so they relocated.

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to approve Ordinance No. 03-2019 on second and final reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Hold second and final public hearing to approve Ordinance No. 05-2019 revoking the economic development ad valorem tax exemption granted to Diamondback CNC, LLC, and authorize the City Clerk to send a certified copy of the Ordinance

to the Brevard County Property Appraiser, pursuant to the terms set forth in Ordinance No. 05-2019. (19-239). (Community Services Director)

City Attorney Garganese read the ordinance into the record, by title only as follows. He advised this was the second and final hearing of the ordinance.

ORDINANCE NO. 05-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO DIAMONDBACK CNC, LLC ORIGINALLY AUTHORIZED BY ORDINANCE 08-2012; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Bunt mentioned that Diamond Back received tax exemptions for 2013, 2014, and 2015.

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

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve Ordinance No. 05-2019 on second and final reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Hold second and final public hearing to approve an Ordinance No. 06-2019 revoking the economic development ad valorem tax exemption granted to GeNO, LLC, n/k/a Vero Biotech, LLC and re-imposing the ad valorem taxes that were exempted for 2016, and authorize the City Clerk to send a certified copy of the Ordinance to the Brevard County Property Appraiser, who shall reissue a tax bill to GeNO for the taxable year of 2016, pursuant to the terms set forth in Ordinance No. 06-2019. (19-240). (Community Services Director)

City Attorney Garganese read the ordinance into the record by title only as follows. He advised that this was the second and final hearing.

ORDINANCE NO. 06-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO GENO, LLC ORIGINALLY AUTHORIZED BY ORDINANCE 12-2015; REIMPOSING THE AD VALOREM TAXES EXEMPTED FOR 2016 PURSUANT TO ORDINANCE 12-2015 TO THE EXTENT ALLOWED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Bunt advised that GeNO received an ad valorem tax exemption in the amount of $2,031.78 for the 2016 tax year.

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

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Koss, to approve Ordinance No. 06-2019 on second and final reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Hold second and final public hearing to approve Ordinance No. 07-2019 revoking the economic development ad valorem tax exemption granted to Paragon Plastics, Inc., n/k/a Trout Enterprise, Inc., and re-imposing the ad valorem taxes that were exempted for 2013, 2014, and 2015, and authorize the City Clerk to send a certified copy of the Ordinance to the Brevard County Property Appraiser, who shall reissue tax bills to Paragon for the 2013, 2014, and 2015 tax years, pursuant to the terms set forth in Ordinance No. 07-2019. (19-241). (Community Services Director)

City Attorney Garganese read the ordinance into the record by title only as follows. He advised that this was the second and final hearing.

ORDINANCE NO. 07-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO PARAGON PLASTICS, INC. ORIGINALLY AUTHORIZED BY ORDINANCE 17-2011; REIMPOSING THE AD

VALOREM TAXES EXEMPTED FOR 2016 PURSUANT TO ORDINANCE 17-2011 TO THE EXTENT ALLOWED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Bunt mentioned how much they received exemptions for the years 2013, 2014, 2015, but they needed to expand so they relocated to Titusville.

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

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to approve Ordinance No. 07-2019 on second and final reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve a Preliminary and Final Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for Adamson Creek Phase 1B subject to conditions identified in the agenda item. (19-263). (Community Services Director)

Ms. Bunt provided a presentation on the Adamson Creek Phase 1B[1]. She showed the subject location off of Adamson Road. She further provided a project summary of Adamson Creek in detail.

Project details were discussed in detail as well.

She mentioned that staff was waiting on a few more comments, which will be conditions before recommendation of the final plat. The Planning and Zoning Board recommended approval with conditions at their June 5, 2019 meeting.

Ms. Bunt explained that the recommended motion was: Approval of the Preliminary and Final Subdivision for Adamson Creek Phase 1B with the conditions set forth below:

- A copy of the School Capacity Determination Letter is required prior to recording of the Final Subdivision Plat.

[1] EXHIBIT A: Preliminary and Final Subdivision Adamson Creek Phase 1B

- All comments generated by the City's flood plain reviewer must be addressed prior to recording of the Final Subdivision Plat.
- The existing construction lien must be cleared and a clean title report provided to the City prior to recording the Final Subdivision Plat.
- Provide a printed name line for each witness signature line within the dedication section of the plat.

She advised on the drainage concerns that were brought up by a citizen and assured Council that they had spoken with DR Horton today and a condition would be added to assure the citizen that nothing would hurt his property.

Mayor Williams gave kudos to the Planning and Zoning Board as they did their due diligence in regards to this project.

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

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to approve a Preliminary and Final Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for Adamson Creek Phase 1B subject to conditions identified in the agenda item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Warner felt that staff did a great job on this and concurred with the Mayor's sentiments about the Planning and Zoning Board.

6. Approve a Settlement Implementation Agreement between Virgin Trains USA Florida, LLC and the City of Cocoa to approve conceptual plans, an amenity schedule, and construction timeline for a residential subdivision, consistent with RU-1-7 zoning, and to authorize the City Manager to execute an excavation permit on the following property, commonly known as the former "Space Needle Property", to implement that Stipulated Settlement Agreement, made and entered into December 11, 2007 and recorded in the Brevard County Official Records Book 5837, Page 2226: Parcel #: 24-35-10-00-3. (19-264). (Community Services Director)

City Manager Titkanich explained the item in detail and noted what the development agreement would entail. He provided a brief background pointing out that the subject property was about 246 acres at the northeast corner of SR 528 and I-95. The property was annexed several years ago and was subject to litigation. The City and future land use prevailed in the annexation lawsuit. The property was a part of the project formerly known as the “Space Needle”. He spoke about the property in furtherance.

He advised that the developer has entered into a contract to purchase the property and seeks to construct a low-density residential subdivision (approximately 320 units) on the property consistent with the terms and conditions of the Preceding Development Agreement and the Stipulated Settlement Agreement, and as more specifically required by this Settlement Implementation Agreement.

He explained in detail the elements of the Development Agreement including Land Use Designations, Ingress/Egress Points, Concept Plan and Final Plans.

The issue of public utilities were explained and the amenities being offered were outlined.

He advised that this was consistent with the City’s Comprehensive Plan and that staff would conduct a preliminary review of services required by the project at such time the applicant applies for the preliminary subdivision. A final review would be completed with the final subdivision and site plan application.

He noted that representatives from Virgin Trains, US Florida were in attendance for questions and he thanked staff and the City Attorney for all who worked on this.

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

Councilmember Koss asked if there would be reclaimed water in that location. City Manager Titkanich stated that there was a line that runs up Grissom Parkway so the ability to connect was there.

City Manager Titkanich pointed out that this was legally advertised as well.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, for discussion.**

Councilmember Koss was glad to see that solar would be encouraged and that roofs would be highly visible and noticed in that area.

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Acceptance of the Signed Addendum to Resolution No. 2002-08. (19-275). (City Manager)

City Manager Titkanich noted at the prior meeting Resolution No. 2002-08 was discussed regarding civility. City Attorney Garganese provided an updated addendum and it has been signed.

City Manager Titkanich advised that the City Clerk is in the process of updating the City Council Rules of Procedures.

Councilmember Koss spoke about the Institute for Elected Municipal Officials that she and Councilmember Goins just returned back from. There was discussion at the institute on agendas and how items are brought up for future consideration. She mentioned how Councilmember Goins had brought up before that they have no power as individuals and their time to speak is at the end of the item. Additionally, sometimes there is not an opportunity to bring up items. She provided an example of when Deputy Mayor Warner brought up the possibility of a marijuana ordinance.

Councilmember Koss hoped to get a consensus to start including a section for future items on the agenda, possibly before Consent and after Delegations. It could be limited to a time frame, but this would provide Council that opportunity to put those ideas out there.

Mayor Williams advised that he has spoken with other city managers about this and they have changed to doing their reports after Delegations, since some people cannot stay through the whole meeting.

Councilmember Goins felt that if it was done at the beginning of the meeting then reports would not be needed.

Councilmember Koss agreed and if you have information then you would have to bring it forth at the beginning of the meeting.

Deputy Mayor Warner thought that the simplest thing to do would be to move Reports up and Delegations to the end; however, sometimes meetings would last longer and the public would have a chance to speak.

She suggested that Reports be moved up before Delegations, because then they can comment after Council gives their reports.

Deputy Mayor Warner thought it would be best for staff to discuss this further and look at ways to adjust the agenda.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Koss, to accept Signed Addendum to Resolution No. 2002-08.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approval of Ordinance No. 08-2019/First Reading: Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-193(a), Board of Trustees, extending the terms of office for the Board of Trustees from two years to four years. (19-218). (Administrative Services Director)

Attorney Garganese read Ordinance No. 08-2019 into the record, by title only, as follows. He advised that this is the first reading of the ordinance.

ORDINANCE NO. 08-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING 2-193, BOARD OF TRUSTEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

He mentioned the board of trustees is recommending this and would extend the term of board members from two (2) to four (4) years.

Ms. Gemmati added that the Fire Pension Board is going to do the same and that item would be brought to the next meeting.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Koss, to approve Ordinance No. 08-2019 on first reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Award Bid #B-19-15-COC, Sellers WRF Sludge Valves Replacements (part of the Sludge Handling Improvements, Project No. WS19SS) to WPC Industrial Contractors, LLC, Jacksonville, Florida, in the Amount of $84,700; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $8,470 (10% of the Contract Amount) for a Total Project Cost of $93,170; To Authorize the City Manager to Execute the Contract. (19-257). (Utilities Director)

Mr. Walsh explained the item and pointed out that this company was the low bidder. They were anxious to get this project going.

Councilmember Koss noticed that there were only three responses received out of everyone this bid was sent to. Mr. Walsh stated that this is typical and that Demand Star send out the request for bids.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve an Increase to the City's Full Time Employee Headcount, within the Finance Department Utility Customer Service Division. (19-265). (Finance Director)

Ms. Bowman explained that there has been an increase of 24,000 customers since 1999 and only one employee has been added during this time. This item is requesting for an employee to be added and they would take cash only customers and relieve other employees. This would help alleviate the long lines that are being noticed during certain times of the month[2].

*** MOTION by Councilmember Goins; Seconded by Councilmember Koss, to approve the item.**

AYES: Williams, Warner, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Approval to accept the loan funds with conditions awarded from the Community Development Block Grant (CDBG) Section 108 Loan Guarantee Program; approve a Budget Resolution Amending the Fiscal Year 2019 Adopted Budget in the amount of $894,000 plus the 2.23% loan fee in the amount of $19,937; and authorize the Mayor to sign any certifications, documents and/or agreements related to the Section 108 Loan Guarantee. (19-262). (Community Services Director)

Ms. Bunt mentioned that on May 21, 2019 the City received notification that the Section 108 loan was approved with conditions and she briefly discussed those conditions[3].

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve a Resolution Amending the FY 2019 Budget with the use of General Fund Balance Reserves, for the Dr. Joe Lee Smith Community Center Construction Project in Fiscal Year 2019, in the amount of $1,324,369. Additionally, these funds are expected to be reimbursed to the General Fund, during the course of the project or following the completion of the project. If reimbursement does not

[2] Councilmember Boisvert left the meeting at 6:53 p.m. & was not present for this vote
[3] Councilmember Boisvert returned to the meeting at 6:56 p.m.

happen, the City will be ultimately responsible for the costs not reimbursed. (19-278). (Community Services Director)

Ms. Bunt noted that the construction for this project would be funded through multiple sources, which she announced individually:

- Diamond Square Community Redevelopment Agency = $47,488 (Budgeted FY 2019)
- Section 108 Loan Guarantee Funds = $894,000
- CDBG - FY 2019 Budget = $190,000
- CDBG - FY 2020 = $65,369
- CDBG - Brevard County FY 2020 = $175,000
- City of Cocoa - Capital Project Fund 301 = $3,178,156 (Budgeted FY2019)

Councilmember Goins asked if the $175,000 allocated from Brevard County would be for additional square footage. In response, she stated that was correct and was currently in the budget process. She received an email from them where they asked if they could pay for the pool refurbishment.

Councilmember Koss asked what the likelihood would be for any of these sources to default. Ms. Bunt explained that she does not see that happening but wanted to list them just in case.

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

6. Accept Contractual Guaranteed Maximum Price (GMP) from W&J Construction in the amount of $4,550,013 for the Multi-Year, Multi-Phase Design Build (Fiscal Year 2019 and Fiscal Year 2020) of the Dr. Joe Lee Smith Community Center (RFQ 19-07-COC). Authorize the City Manager to finalize and execute the design-build contract with W & J Construction and issue a change order adding $4,379,869 to the original purchase order. Approve a Resolution Amending the FY2019 Budget. Approve a Resolution modifying Resolution No. 2019-004 regarding the

guaranteed maximum price and project contingency amount for the Joe Lee Smith Project. (19-217). (Public Works Director).

Mr. Wegerif presented the item and noted that the final GMP included elements such as stormwater, parking, increasing the building square footage, the swimming pool, etc. Some of the onsite amenities are also being re-purposed. He advised that construction time is 335 days to substantial completion with another thirty (30) days to finalize. The new center should be ready by this time next year.

* **MOTION by Councilmember Goins; Seconded by Councilmember Boisvert, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-258). (Finance Director)

X. REPORTS:

Mr. Wegerif provided a brief report on the paving and reported that they started the milling process today in the Village. Paving will follow as soon as possible and he assured them that the project was moving forward.

Ms. Bowman gave condolences to the Mayor for the passing of his father. She mentioned that staff was hard at work on the budget and she looked forward to upcoming meetings.

Chief Cantaloupe announced that he provided all Council members with a copy of the Police Departments 2018 Annual Report.

Deputy Chief Lamm also gave condolences to the Mayor on the passing of this father.

Assistant City Manager Fuhrer advised that he distributed a report in regards to the concert in the park last Saturday and if anyone has questions they can reach out to him.

He further pointed out that the City of Cocoa's Hurricane Expo will be held on June 27, 2019 from 4-6 p.m. There are various departments participating as well as Brevard County EOC and 211 Brevard. There will be some giveaways to help start home preparedness kits.

Mayor Williams asked about training requirements for Council for the EOC. In response, City Manager Titkanich advised that he spoke with Kim Prosser, the Emergency Manager and Deputy Chief Lamm will follow up to clarify which training Council can participate in. There will be an EOC drill on July 12th.

Mayor Williams further commented that there was an online class that they used to be required to do. City Manager spoke about the current requirements and stated it was helpful to do other classes as well.

City Manager Titkanich stated that on behalf of himself and staff they also sent condolences to the Mayor in regards to the passing of his father

He announced that he would be attending the Florida League of Cities Legislative Policy Committee meeting on Friday, June 14, 2019 in Orlando.

Deputy Mayor Warner asked the Chief of Police about the summer camp with the kids and if Officer Hattaway could share his schedule with Council so that they could stop by and visit if they were in the area of one of the activities. Chief Cantaloupe agreed and would send the schedule to the City Clerk as well.

Councilmember Boisvert announced that the Coffee with a Cop event at the Flying J last Thursday was successful.

Councilmember Koss acknowledged the car wash that was opening on Clearlake Road and announced that on August 10th there would be a fundraising performance at the Cocoa Village Playhouse for the Cocoa High School Tigers Chorus. Tickets are $25 each and they will also be the opening act at the July 4th event in Riverfront Park.

She too provided condolences to Mayor Williams.

She mentioned that it was an honor to be at the service for the late Barbara Jenkins. She was a legend in the City of Cocoa and thought that the reverend did a great job on the sermon. She felt that he channeled her strength and she has needed that lately.

In the spirit of Ms. Jenkins and other leaders she is going to be strong and stay focused on the positive and help make Cocoa the best it can be.

She felt that one of the most positive things they have done was the establishment of the Police Community Relations Advisory Committee. She wanted to acknowledge her full support of her appointment and was even more convinced while reading his past that he is the right one for the committee. She read the following statement into the record[4]:

"*For the record, despite efforts to defame, embarrass, and intimidate me and my appointee - Aldon Bookhardt has my full support. In fact, having learned more about his past, I'm even more convinced appointing him was the right thing to do.*

Admittedly, at 19 years old in 1989, in the midst of a contentious divorce, he made mistakes. Unfortunately, many young people do. He has chosen to correct his path forward. He is a tax paying Cocoa citizen, successful businessman, a devoted husband, and his rights have long since been restored. He is fully qualified to offer leadership in civic life. His perspective will serve this committee well. It expands the diversity of life experience to help reflect the entire scope of our community.

We should be proud of the Public Advisory Committee, all of its members. Two appointees have backgrounds in police work, one in security, two are lawyers. We have someone that has been a police union representative. And, significantly we have two members that are recognized leaders in our City. I'm referring to Rev. Walsh and Esquire Alton Edmond. We're very fortunate that all of these people are willing to step up and serve. The Police Advisory Committee as it is currently composed will have credibility with all citizens in Cocoa.

The only thing that threatens that credibility are those that would choose to defame, embarrass, and intimidate its members for the purpose of undermining the committee's legitimacy. For the good of Cocoa, I hope we move toward more public trust in our police department and better community relationships. Let's embrace it for the strength of Cocoa's democracy."

She felt that everyone should be proud of this committee and its members. There are two lawyers, a police union representative, and a member who is in security.

[4] EXHIBIT B: Statement read into the record by Councilmember Koss

She felt that we are very fortunate that these members stepped up to be a part of this committee.

The only things that discredits their credibility are those who choose to defame and embarrass those members. This is a step towards more public trust in the police department and hoped that this committee would be embraced.

Councilmember Goins sent his condolences to the Mayor as well and spoke about the basketball tournament that was held at the end of May. They held the tournament at Fern and Prospect Park and was glad that they did. He thanked the police officers and V-cops for their presence.

He spoke about the park and wants to continue to schedule events at the park so that there is consistency and so that children can enjoy the park. He believes positivity in that area would be good for everyone.

The condition of the park bothers him and he knows that the Assistant City Manager has been working with Parks and Recreation about the issues.

He thanked DR Horton for having housing in this area and spoke about a meeting with the School Board. Schools and housing have to be priorities.

Councilmember Goins thought that the Institute for Elected Municipal Officials was amazing and he learned a lot. He wished he had known some of what he learned earlier and would love to do the next class.

He appreciates everyone and thanked all of those who actively participate on a regular basis.

Mayor Williams announced that over the last few weeks there have been some significant losses throughout the City. Board members Matthew Ford and Mike Cicerrella both passed away in the last few weeks and Martha Franco passed a while back. He thanked the City Clerk's office for all of the proclamations and mentioned the positive feedback received on all of them.

Mayor Williams congratulated the City Manager for winning a Home Rule Award and noted that was a big deal.

He noted that last Friday he was driving and saw residents from Asbury Arms walking and picking up trash on Dixon Blvd. He and the Code Manager stopped

and took photos. He is grateful for what they do and it was a blessing to see them out there.

He advised that he gets upset when he sees trash being discarded in certain area of the City.

In closing, he thanked everyone for the phone calls and condolences. His dad lived a good life and he was thankful for that.

XI. ADJOURNMENT.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to adjourn the Regular meeting of June 12, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:28 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

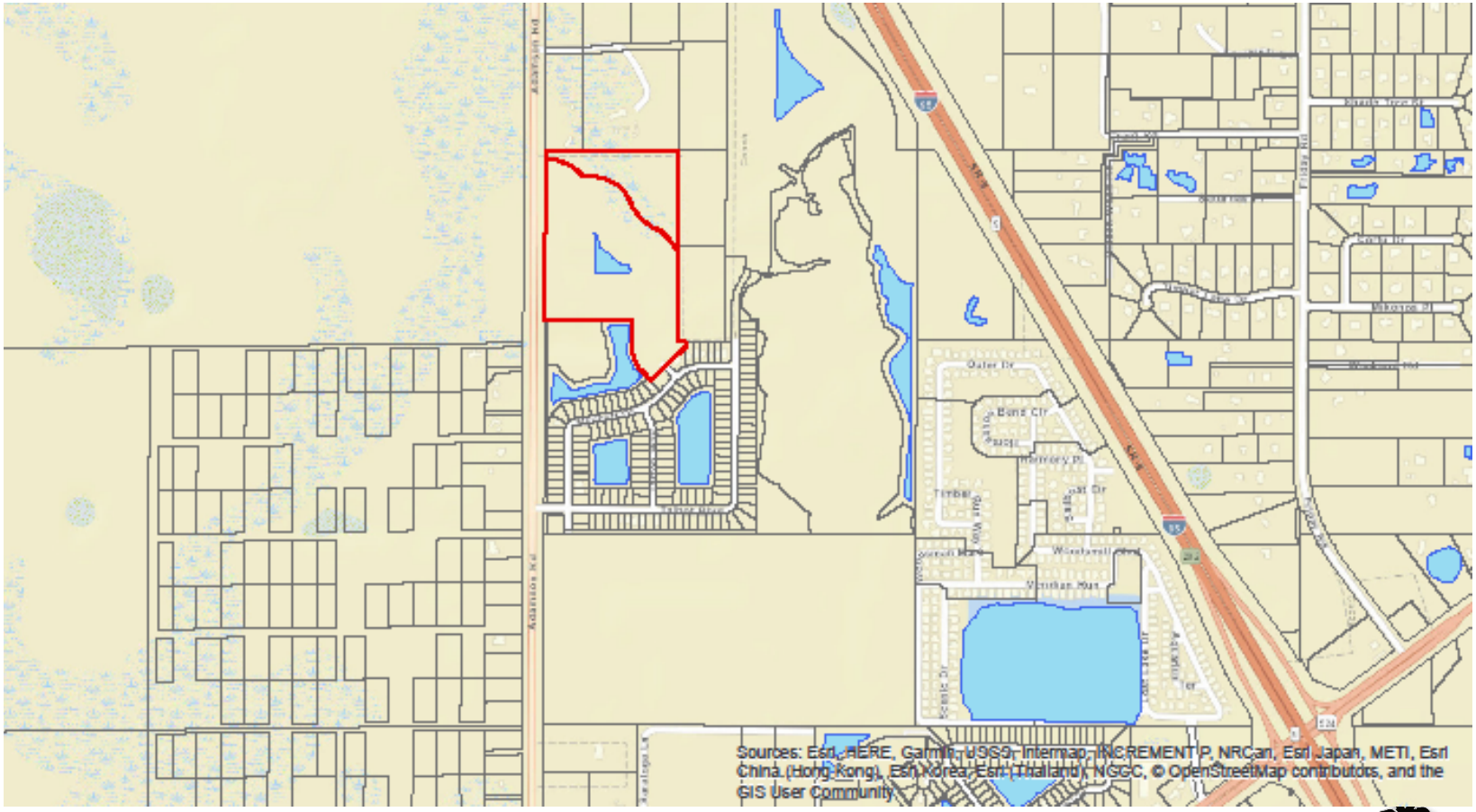
Carie E. Shealy, MMC, City Clerk

Preliminary and Final Subdivision
Adamson Creek Phase 1B

June 12, 2019

EXHIBIT A: Preliminary and Final Subdivision Adamson Creek Phase 1B

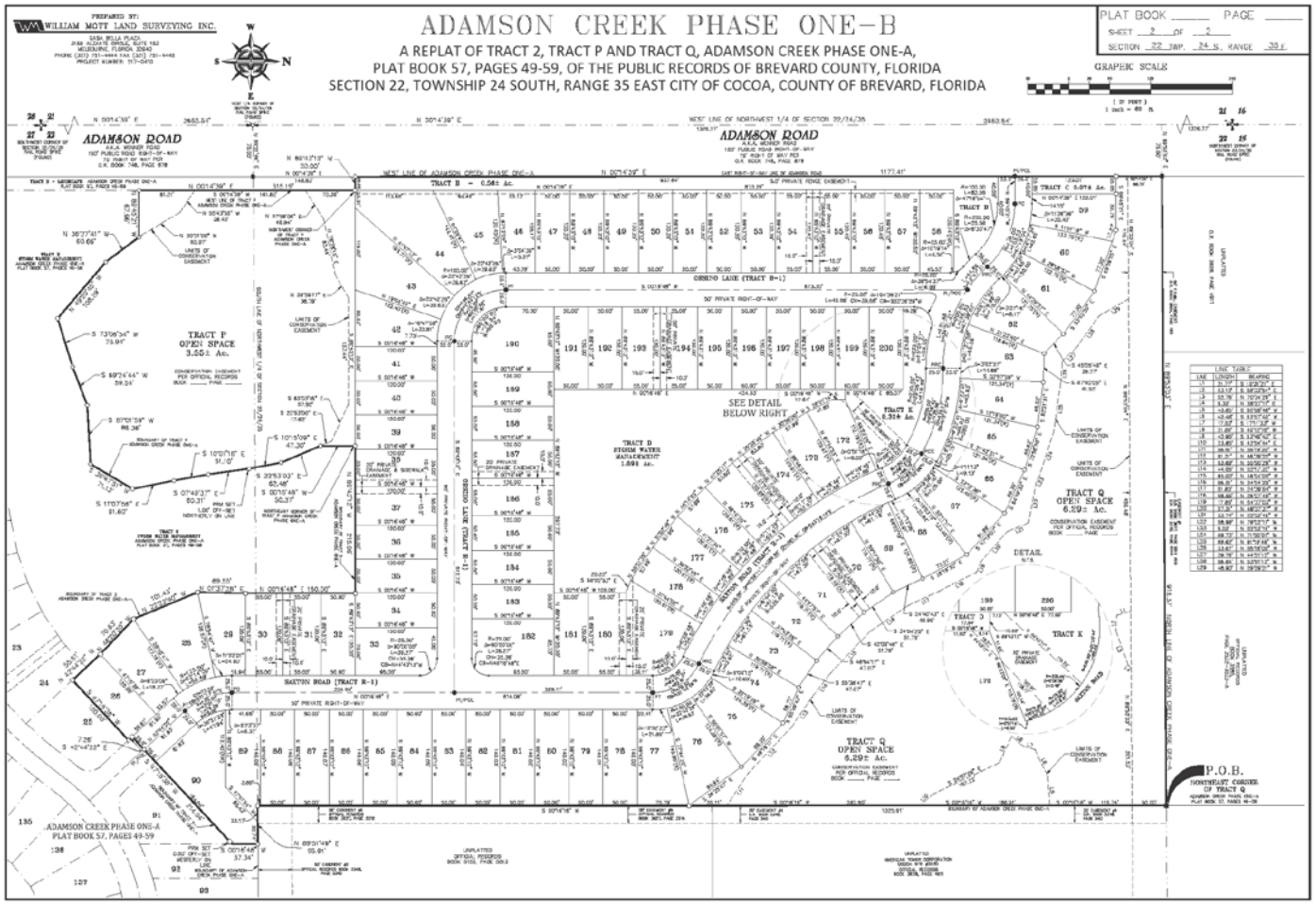
Location Map



Aerial Photo



Preliminary Subdivision Plat



COCOA FLORIDA

Project Summary

“Adamson Creek”

- a Planned Unit Development (PUD) approved in 2005
- 431 single-family homes on 178 acres
- 44 acres of open space and amenities

- Phase 1 was approved and recorded in 2006
- Phase 1 was later broken down into 3 phases (1A, 1B and 1C)
- Phase 1A was recorded in 2007 with 154 single-family homes

Project Summary

“Adamson Creek”

- On October 13, 2015 the City approved a Preliminary Subdivision for Phases 1B and 1C.
- The 2015 approval expired
- DR Horton, Inc. purchased the property in January 2018
- They commenced construction of the infrastructure based on that prior approval
- This situation came to light when the contractor approached the City for inspections of the site work

Project Summary

- The plans submitted for approval at this time do not contain the customary engineering pages found in a typical preliminary subdivision application.
- This is in part because the original PUD is still in effect and that approval included all the relevant engineering detail customary to such a project.
- City staff have inspected the site work completed and have given approval.
- In addition, because the site work is completed, the applicant is requesting approval of the Final Subdivision along with this Preliminary Subdivision application. Therefore the plans submitted are the final plat pages.

Project Summary

Phase 1B Project Details:

- 21.02 acres of developable land
- 6.29 acres of wetland area
- 94 single-family homes on 2 streets
- stormwater pond which will be stocked with fish
- dock/viewing platform
- Tract K contains a multi-use playing field area along Saxton Road
- A sidewalk connection will link Orsino Lane with the existing walkway around the wetland in Tract P as well as the stormwater pond in Tract E.
- 3.47 acres of open space credit towards the minimum 25% requirement

Unlike Phase 1A, the roads created in Phase 1B will be private roads owned and maintained by the Adamson Creek Home Owner's Association, Inc. with an easement recorded on the plat to the City of Cocoa.

Project Summary

- The plans have been reviewed by City staff for consistency with Chapter 18 Subdivisions and with Appendix A Zoning of the City of Cocoa Code and found to be in substantial compliance.
- The majority of the lots created by this subdivision are 50 feet in width and 120 feet in depth which equates to 6,000 sq.ft. of lot area.
- Lots on roadway curves are allowed a minimum width of 25 feet, and corner lots are required to be 15% larger than interior lots.
- This subdivision plat meets these requirements.
- There is no minimum lot size under PUD zoning.
- Minimum setbacks and distance separation between structures will be addressed when a building permit is applied for.

Project Summary

Staff is awaiting comments from the City's flood plan reviewer which may need to be addressed as well as a School Capacity Letter from the Brevard County School Board. Therefore, Staff has added conditions to its recommendation that all outstanding review comments be resolved prior to recording of the Final Subdivision Plat.

Previous Action:

The Preliminary Subdivision was heard at the June 5, 2019 Planning and Zoning Board meeting. The P&Z Board recommended approval with conditions.

Recommendation

Recommended Motion:

Approval of the Preliminary and Final Subdivision for Adamson Creek Phase 1B with the conditions set forth below:

1. A copy of the School Capacity Determination Letter is required prior to recording of the Final Subdivision Plat.
2. All comments generated by the City's flood plain reviewer must be addressed prior to recording of the Final Subdivision Plat.
3. The existing construction lien must be cleared and a clean title report provided to the City prior to recording the Final Subdivision Plat.
4. Provide a printed name line for each witness signature line within the dedication section of the plat.

EXHIBIT B: Statement provided by
Councilmember Koss

From: Lorraine Koss
To: Carie Shealy
Subject: statement
Date: Thursday, June 27, 2019 10:15:00 AM

COUNCILWOMAN LORRAINE KOSS'
STATEMENT 6/12/2019

For the record, despite efforts to defame, embarrass, and intimidate me and my appointee - Aldon Bookhardt has my full support. In fact, having learned more about his past, I'm even more convinced appointing him was the right thing to do.

Admittedly, at 19 years old in 1989, in the midst of a contentious divorce, he made mistakes. Unfortunately, many young people do. He has chosen to correct his path forward. He is a tax paying Cocoa citizen, successful businessman, a devoted husband, and his rights have long since been restored. He is fully qualified to offer leadership in civic life. His perspective will serve this committee well. It expands the diversity of life experience to help reflect the entire scope of our community.

We should be proud of the Public Advisory Committee, all of its members. Two appointees have backgrounds in police work, one in security, two are lawyers. We have someone that has been a police union representative. And, significantly we have two members that are recognized leaders in our City. I'm referring to Rev. Walsh and Esquire Alton Edmond. We're very fortunate that all of these people are willing to step up and serve. The Police Advisory Committee as it is currently composed will have credibility with all citizens in Cocoa.

The only thing that threatens that credibility are those that would choose to defame, embarrass, and intimidate its members for the purpose of undermining the committee's legitimacy. For the good of Cocoa, I hope we move toward more public trust in our police department and better community relationships. Let's embrace it for the strength of Cocoa's democracy.

Lorraine L. Koss
Cocoa City Councilor District 4
65 Stone Street
Cocoa, FL 32922
CELL 321-474-8445

Legislation Details (With Text)

File #:	19-381	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	8/2/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of June 26, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-26-19 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2019
Agenda Date: August 14, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of June 26, 2019, 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 for the Regular meeting of June 26, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

June 26, 2019

A Regular City Council Meeting was held on Wednesday, June 26, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

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

Deputy Chief Lamm provided the invocation, and Councilmember Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; John Hankins, Major @ Police Department; Jonathan Lamm, Deputy Fire Chief; Ed Wegerif, Public Works Director; Rebecca Bowman, Finance Director; LeShawn Hinton, Helpdesk Support Technician; Lora Howell, Deputy Finance Director; and Samantha Senger, Assistant to the City Manager/ Public Relations Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of June 26, 2019 (19-282)
2. Minutes: n/a

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Agenda as presented for the Regular meeting of June 26, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Sylvia Thomas, 717 Aurora Street, Cocoa, spoke on behalf of Mt. Moriah AME Church. She advised that a few weeks ago they funeralized Ms. Barbara L. Jenkins and during the service the Pastor appealed to the City of Cocoa to tie a ribbon on the street pole with her name on it. It was approved and she wanted to let the City know that the date of this ceremony would be after church on Sunday, July 7, 2019. They would like the ribbon to be hung for forty days and was told by Mr. Georgio that she would need to come before Council to ask permission.

Mayor Williams, Council and staff were all in agreement for this being done.

She thanked Council and invited the City to attend. The time would be around 12:00 p.m.

Lastly, she thanked Council for the recent acknowledgement of her mother, Ms. Betty Rackston. It meant a lot to her mother.

Mr. Jack Brown, 8700 Ridgewood Avenue, Cape Canaveral, Florida, advised that this was his local residence and he planned on being there on a fairly permanent basis. He thanked everyone for helping get him to the position that they are currently at with the hotel.

V. CONSENT AGENDA:

1. Approve Amendment #1 to Task Order 2019-92 (Change Order #1 to Purchase Order 73824) “Additional Project Management Assistance to the Water Field Operations Division” with CH2M Engineers, Inc. for an Addition in Time Required to Assist WFO; To Approve Amendment #1 to Task Order 2019-93 (Change Order #1 to Purchase Order 73660) “Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program” with CH2M Engineers, Inc. for a Reduction in Time Required to Assist WFO. (19-273). (Utilities Director)

2. Approve Participation in a Cooperative Purchase Agreement with VacVision Environmental LLC (A Vortex Company) for Manhole Rehabilitation Services Utilizing the Gainesville Regional Utilities Contract No. 2014-032, Amendment 4, Effective October 27, 2017 through October 27, 2019 in the amount of $135,745.27; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $14,254.73 (approximately 10.6 %) for a Project Total of $150,000. (19-280). (Utilities Director)

3. Approve Additional Purchasing Ability up to $200,000 for FY 2019 and to Approve Change Order #1 to Purchase Order 74016 with Sunstate Meter Supply utilizing the Manatee County Agreement IFAS #T400065A, Effective August 17, 2014 through August 16, 2019. (19-281). (Utilities Director)

4. Approve Task Order 2019-09 with Carollo Engineers, Inc. for the Jerry Sellers WRF Influent Pump Station and Transfer Pump Rehabilitation (portions of the Flow Improvements Project), Project No. WS16SF. (19-288). (Utilities Director)

5. Authorize the City Manager to finalize and execute an agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services beginning October 1, 2019, pending approval of the Fiscal Year 2020 Budget. (19-300). (Community Services Director)

6. Award BID No. B-19-16-COC for an Emergency Radio Enhancement System for Fire Stations 1, 2, and 3 to BSC & Consulting Inc., DBA Modern Media Communications. (19-302). (Deputy Fire Chief)

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the Consent Agenda.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Approve the First reading of Ordinance No. 10-2019: Home Rule Stormwater Special Assessment Ordinance. (19-279). (Finance Director)

Attorney Garganese read Ordinance No. 10-2019 into the record, by title only as follows and advised that this was the first reading of the ordinance.

ORDINANCE NO. 10-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE INCORPORATED AREAS OF COCOA, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF STORMWATER ASSESSMENTS AGAINST PROPERTY; PROVIDING CERTAIN DEFINITIONS INCLUDING A DEFINITION FOR THE TERM "STORMWATER ASSESSMENT"; ESTABLISHING A PROCEDURE FOR IMPOSING STORMWATER ASSESSMENTS; PROVIDING THAT STORMWATER ASSESSMENT CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A STORMWATER ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT APERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING FOR HARDSHIP ASSISTANCE; PROVIDING A PROCEDURE FOR THE COLLECTION OF STORMWATER ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

He advised this was a procedural ordinance similar to the Fire Assessment ordinance. He noted that the Supreme Court has recognized a municipalities' ability to adopt its own procedure to impose a special assessment and like the

Fire Assessment, this would require two resolutions, an initial and a final. Those resolutions would come at a later date this fiscal year after the ordinance gets approved.

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

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to approve Ordinance No. 10-2019 on first reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of Ordinance No. 08-2019/Second and Final Reading: Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-193(a), Board of Trustees, extending the terms of office for the Board of Trustees from two years to four years. (19-295). (Administrative Services Director)

Attorney Garganese read Ordinance No. 08-2019 into the record, by title only as follows. He advised that this was the second and final reading. This ordinance would extend pension board member's terms from two to four years.

ORDINANCE NO. 08-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING 2-193, BOARD OF TRUSTEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Ms. Gemmati noted the only thing that has changed since the first reading was that the actuary provided the "No Impact Statement" which is required by the City and the State.

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

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve Ordinance No. 08-2019 on second and final reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Consider the Reappointment of Ms. Delores Martin as a Regular member of the Diamond Square CRA through June, 2023. (19-283). (Administrative Services Director)

*** MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the Reappointment of Ms. Delores Martin as a Regular member of the Diamond Square CRA through June, 2023.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the Reappointment of Ms. Laura Houston as a Regular Agency Member on the US 1 CRA, through June, 2023. (19-284). (Administrative Services Director)

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the reappointment of Ms. Laura Houston as a Regular Agency Member on the US 1 CRA, through June, 2023.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the Appointment of Ms. Linda Gombert and one (1) of the three (3) Non-Resident applicants as members to the Sustainability Advisory Committee. (19-287). (Administrative Services Director)

Ms. Gemmati presented the item, advising that there have been many applications received by those who are non-residents of the City of Cocoa. She explained what the Code allowed in regards to non-residency.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Warner, to approve the appointment of Ms. Linda Gombert as a member of the Sustainability Advisory Committee.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Williams pointed out that they received emails from both Ms. Rinaldi and Ms. Riggs.

Councilmember Koss felt that all of these applicants were highly qualified and believes that they are applying because we have been a leader in the sustainability committee and the County does not have one.

She further provided the names and backgrounds of the applicants.

Councilmember Koss asked the status of the Affordable Housing Committee, in which Ms. Bunt explained that the committee was formed through a state program. She further explained that because of rules being changed the City does not have to meet on a yearly basis.

City Manager Titkanich further explained the purpose for that committee and Ms. Bunt added that the committee had a few members from other boards as well. Its purpose was to make recommendations to the state.

Councilmember Koss confirmed that they do not have any powers beyond that.

Mayor Williams spoke about Ms. Rinaldi's role and Deputy Mayor Warner felt that with her legislative experience she could look at the big picture and how it all would fit into the state plan. She does not know the other two but thought that their resumes looked fabulous.

Deputy Mayor Warner hoped that the other two applicants would attend the meetings to provide their expertise but agreed with Mayor Williams in that Ms. Rinaldi brings experience that was very rare.

Brief discussion was held on the Cocoa CRA vacancy and City Manager Titkanich explained that Ms. Stewart had to leave the board because she does not operate her business in Cocoa.

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss, to nominate Ms. Angelique Rinaldi for the Sustainability Advisory Committee.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Koss stated that she would contact the other applicants about participation on the committee.

4. Consider the Reappointment of Mr. Jim Gifford as a Regular member of the Code Enforcement Board through June, 2022. (19-301). (Administrative Services Director)

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the Reappointment of Mr. Jim Gifford as a Regular member of the Code Enforcement Board through June, 2022.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve A Resolution Amending the FY2019 Budget through the use of Fund Balance Reserves, in the amount of $2,000,000 (BAF # 19-104), to pay the Wal-Mart Stores East, LP (Wal-Mart Distribution Center) Economic Development Cash Incentive, approved by Council on May 24, 2016. (Community Services Director). (19-152). (Community Services Director)

City Manager Titkanich spoke about this item pointing out that this project goes back about 4 ½ years. In May 2016, City Council approved the Economic Incentive Agreement along with an ordinance granting an ad valorem tax abatement. This item was in regards to one part of the incentive.

City Manager Titkanich explained the project and agreement in detail and advised that the project was supposed to be done in four stages, however, Walmart chose to finish the project early. He spoke about the initial requirements and pointed out that they had exceeded all of them.

Additionally, they were required to employ 239 employees and Walmart worked with Career Source and Economic Development and were asked to show preference to Cocoa residents when fulfilling jobs. They currently have 151 (one hundred fifty-one) employees and they have until December 31,, 2020 to hire the additional 89 (eight-nine) employees.

City Manager Titkanich explained that he tried to break everything down in the agenda item so that the information was very thorough.

In furtherance, he explained that this budget amendment was consistent with the City's obligation in the economic incentive agreement and that way it could be disbursed.

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

The motion was opened for discussion.

Councilmember Koss asked about the $12 million in machinery and if this was machinery that the City uses. In response, City Manager Titkanich advised it was private capital investment for their company.

Additionally, Councilmember Koss asked about the remaining jobs needed to fulfill the agreement. In response, City Manager Titkanich advised it was 89 (eight nine) jobs that still needed to be filled and he was confident that they would meet that. They are ahead of schedule.

She pointed out that she was one of two people who spoke against this project, not knowing that it was Walmart, but believes it has turned out pretty well. There was an article in Forbes about Walmart replacing warehouse jobs with robotics and asked if in the long run, would we still be looking at the same type of results. City Manager Titkanich noted they were committed to 239 but would likely hire more than that. He stressed that they built with certain intentions.

Councilmember Koss asked if we knew how many from Cocoa were employed, in which City Manager Titkanich stated nine.

Ms. Bunt advised that Ms. Singleton is coordinating a tour for Council in August.

City Manager Titkanich advised that if they do automation then the amount would go up as they will have to make more private capital investment.

Councilmember Koss wondered if they were utilizing Eastern Florida State College and their robotics program so that they could train and hire from Cocoa. City Manager Titkanich noted it was his understanding that they were providing training for them.

Councilmember Koss further thought that it would be neat to see where employees were living, so that they would get an idea if there was an ability to draw people to Cocoa.

City Manager Titkanich mentioned some of the states where employees relocated from and it was interesting to look at some of the data.

Councilmember Koss spoke about a recent conference and spoke in detail about the model of Amazon and how it was located in Arlington.

City Manager Titkanich agreed with the location of EFSC and UCF and the proposed housing developments in that corridor, there would be opportunity for employees to relocate to Cocoa.

Deputy Mayor Warner stated that Amazon just broke ground in her home town and the parking lot was 200 acres.

Lastly, City Manager Titkanich assured Council that Walmart was utilizing all of the land that they purchased.

THE VOTE ON THE MOTION WAS:

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of Ordinance No. 09-2019/First reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four years; Section 2-308, Investment Powers of the Board, modifying the investment policy

to allow the board to invest up to twenty-five percent of plan assets in foreign securities. (19-230). (Administrative Services Director)

City Attorney Garganese read Ordinance No. 09-2019 into the record by title only as follows.

ORDINANCE NO. 09-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-281, BOARD DESIGNATED AS ADMINISTRATOR, COMPOSITION; AMENDING SECTION 2-308, INVESTMENT POWERS OF THE BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

He advised that this is the first reading of the ordinance. He explained that this was similar to the police pension ordinance and noted that it was expanding the term of the board members from two to four years. Additionally, it would include the change of amending the pension ordinance to allow the board to invest up to 25% of plan assets into foreign securities.

Ms. Gemmati added that the pension actuary also submitted a letter of "Non-Impact".

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the item.**

The motion opened for discussion.

Councilmember Koss asked if the board acted as a fiduciary. In response, City Manager Titkanich explained that they do act as a fiduciary and they employ financial advisors whom they consult with.

She asked if the 25% was the same for the police, and in response, Ms. Gemmati explained that it was already in their ordinance and this does not mean that they would invest the full 25%.

Councilmember Koss further asked about contributions of the fire pension and City Manager Titkanich suggested that this be talked about at the workshop tomorrow.

City Manager Titkanich acknowledged the pension boards and pointed out that they have taken it upon themselves to lower their investments.

Councilmember Koss advised that she had checked with people and the 25% was applicable.

THE VOTE ON THE MOTION WAS:

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Resolution Amending the FY2019 Budget, through use of Water/Sewer Contingency, to Reallocate Funds due to Increased/Unexpected Expenditures. (19-268). (Utilities Director)

Mr. Walsh advised that in the agenda packet he had outlined the meter program and how service calls for meters were done for any reason. This item was to move some money around as there were some major breaks and other items that resulted in increased expenditures.

Councilmember Koss bragged on the Cone Road project in Merritt Island. She toured the project and felt that it probably cost less due to the collaboration.

She asked if the meter program had a return on investment. In response, Mr. Walsh answered in the affirmative. They are looking at going completely automated in the future.

*** MOTION by Councilmember Koss; Seconded by Deputy Mayor Warner, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Award Bid #B-19-17-COC, Dyal Groundwater Filters #1 and #4 IMS Cap and Media Replacement, Project No. WS19FR, to S4 Water Sales & Service, Bowling Green, Kentucky, in the Amount of $518,073; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $51,807.30 (10% of the Contract Amount), for a Total Project Cost of $569,880.30; To Approve a Resolution Amending the FY19 Budget; To Authorize the City Manager to Execute the Contract. (19-276). (Utilities Director)

   Mr. Walsh explained that this item was a continuation of a project that was done last year. He explained why the equipment needed to be replaced. He further pointed out an error in the agenda item and mentioned that the account should be the engineering division, as they would be managing the project. The money would come from the 4020 account.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the item.**

   AYES: Williams, Warner, Boisvert, Goins, Koss

   THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Authorize the City Manager to Submit a Parcel Combination Application with the Orange County Property Appraiser to Combine Three Separate Dyal Water Treatment Plant Parcels (adjacent to State Road 520) into One Parcel for Property Identification, Tax, Zoning and Other Official Purposes; and to authorize the City Manager to execute and direct the prosecution of a zoning special exception application for any remaining portion of the Dyal WTP property that requires a special exception to authorize the wastewater and water plant land use, to the extent necessary upon review of the City Attorney's office. (19-277). (Utilities Director)

   Mr. Walsh explained that this property was the open space purchased north of the Dyal Plant. This would not change the zoning but staff was asking for a special exception to use the land for municipal purposes. This would entail a fairly detailed application which would include an exhibit. He anticipated that due to the location of the property it would be a fairly easy process.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve a Resolution Amending the FY2019 Budget, to replenish General Fund Reserves by reversing a Stormwater Fund Transfer in the amount of $232,864, and then Amending the FY2019 Budget through the use of General Fund Reserves in the amount of $100,000, to fund a Public Works project PW19MR to restore medians on US #1. (19-299). (Public Works Director)

Mr. Wegerif advised that this would include SR 520 and reminded Council that in April staff was directed to move forward with spending about $100,000 on the medians. These funds would come from the general fund reserves.

Councilmember Koss asked about jasmine and juniper as they are slow growing and asked if there were plans for more than one mulching. In response, Mr. Wegerif advised that this one would last but they would budget for additional years.

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

7. Approval to purchase Axon Body Worn Cameras and additional digital storage using the awarded Body Worn Camera Grant for $18,000 with an $18,000 match, using project number PD18BC and Approval of a multi-year contract between the City of Cocoa and Axon Enterprise Inc. for four years ending on September 30, 2022. (19-272). (Chief of Police)

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Approval of a Multi-Year contract with Pitney Bowes for the renewal of the lease of the DM 475 Mailing System, through June 30, 2024 utilizing the State of Florida Department of Management Services contract # 4102100-17-1. (19-285). (Administrative Services Director)

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 05/31/2019. (19-267). (Finance Director)

2. FY 2019 Budget Adjustment Report. (19-291). (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. (19-292). (Finance Director)

X. REPORTS:

Rip Dyal, Chairman for the Board of Adjustment mentioned that there were several vacancies on the board and they need applicants. At the request of City Council, he provided a brief explanation of what the board does.

Alton Edmond, 630 Brevard Avenue, Chair of the Cocoa Police Advisory Committee, advised that he had requested a copy of the police bodycam policy a few times and that Chief Cantaloupe had stated he would get it to him. City Clerk Shealy stated that her office would take care of the request.

Major Hankins advised that Chief Cantaloupe was attending the Florida Accreditation Hearings and the Cocoa Police Department has received full accreditation.

Deputy Chief Lamm reminded everyone that the Hurricane Expo will be tomorrow and the first 100 (one hundred) citizens that come will receive giveaways that will

help start their hurricane preparedness kit. He thanked Ms. Senger for the work she has done on this event and for getting donations from vendors.

Lastly, he mentioned that he attended a Florida Natural Gas meeting today and heard a lot about what was going on with natural gas. He stressed the most important thing he learned was what was going on at the port and also about the gas line that runs through the City.

Ms. Gemmati announced that there would be a BBQ luncheon on Friday, June 28, 2019 from 11 a.m. until 1 p.m. to benefit United Way. Tickets are $10 at the door and $8 if you buy in advance.

City Clerk Shealy reminded all of those required to submit a Form 1 that the due date is July 1st.

Assistant City Manager Fuhrer added that food could be delivered on Friday as well from the BBQ.

Assistant City Manager Fuhrer recalled the agenda item that was recently discussed regarding the Waterfront Advisory Committee. He announced that he and the City Manager had met with Mr. Ed Green and spoke about the make-up of the committee and the establishment of a volunteer role. They will be soliciting soon for those who would like to be included as resources for waterfront projects, etc. It would be a volunteer role and we would maintain a listing of all of those volunteers and their backgrounds.

Councilmember Koss asked if they would have the burden of the Sunshine Law. In response, City Manager Titkanich explained that they would not be making formal decisions, and it would be no different than citizens reaching out to staff.

City Manager Titkanich reminded everyone that following the Hurricane Expo there would be a Budget Workshop at 6 p.m. Additionally, there would be a Friday Fest at Myrt Tharpe Square on Friday, July 28th and he announced that the Cocoa Tigers Chorus would be the opening act at the July 4th celebration at Riverfront Park. They will start at 6 p.m.

Councilmember Goins thanked all for coming and for watching from home and he appreciated all of their interest in the City.

He spoke about their upcoming tour to Hannibal Square in Winter Park. He noted that the purpose was to receive guidelines for the Leon and Jewel Collins Museum. There is a building but he feels that there was no direction given for this project. They are leaving Saturday around 8:15 a.m. from City Hall and will return by 12:30 or 1 p.m.

He thanked the volunteer cops for all they have been doing on Friday nights with Pastor Wash. There were over 500 kids this past Friday night and it is a beautiful thing going on in the Diamond Square area. They expect more this weekend.

Councilmember Goins mentioned that he received a text about feral cats in downtown and that they are overtaking the area.

Deputy Mayor Warner advised that when they got rid of them before the Village was overrun by river rats, so there needed to be a balance.

Councilmember Goins spoke about the Virgin Trains grand opening and the Mayor and some staff attended. He stressed that he was pushing for a stop in the Diamond Square area. In response, City Manager Titkanich provided a brief history of this project and how sites were selected.

Mayor Williams added that as far as connectivity, SR 528 and US 1 was perfect but Rosa L. Jones was ideal for development.

Councilmember Koss spoke about her recent attendance at the LOCUS Leadership Summit which was a conference organized by Smart Growth America. It was about opportunity zones and in district four she has two of the assigned opportunity zones. There was a lot of emphasis on transit, Walk-Ups (walkable urban places) and schools.

She mentioned that she was able to tour Endeavor Elementary and thought it was remarkable. She believes the City has all of the seeds to be a great City.

There was also an emphasis on complete streets and she knows that the Planning department was working on that. A new word she heard was attainable housing (you need to have housing at all different levels).

Lastly, she mentioned her attendance at the Eastern Florida Regional Planning Council on Resiliency. It was a collaborative workshop at the Brannon Center in New Smyrna Beach, Florida. The workshop was for the purpose of bringing

together resources so that everyone could share their ideas when it comes to sustainability, resiliency, etc. She provided the City Manager with an MOU that would be brought forward at a future meeting.

Mayor Williams spoke about the demolition of the Joe Lee Smith Center. He was glad to see movement on that project.

He voiced his disappointment with Parks and Recreation, especially with the condition of the sidewalks. He understands why gates are locked but during the day the gates need to be open, along with the restrooms. We are paying the County to maintain the parks and are having to jump through hoops to use them.

Mayor Williams noted that there was a lot happening at EFSC and there is a possibility that they will lose the YMCA. The Cocoa campus is becoming more of a technical school. He believed that the City needed to communicate with them as we are losing a lot of important things. He has a meeting with the executive director of the YMCA and will be setting up a meeting with the EFSC president.

He felt that it was disappointing that the City was not engaging with some of these organizations that have done a lot with the City.

Lastly, he spoke of his meeting today with Bart Gaetjens from FPL. FPL has priorities so if someone is without power and sees a truck going by, FPL is aware, but there are priorities they must get to first.

He stated that Council needed to do the jobs that they were elected to do and become more engaged in the community.

XI. ADJOURNMENT.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to adjourn the Regular meeting of June 26, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:24 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-382	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	8/2/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of July 10, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-10-19 Minutes.pdf EXHIBIT A- Cocoa - Renewal Presentation FINAL.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2019
Agenda Date: August 14, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of July 10, 2019, 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 for the Regular meeting of July 10, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

July 10, 2019

A Regular City Council Meeting was held on Wednesday, July 10, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the meeting to order at 6:40 p.m.

Pastor Wash provided the invocation, and Councilmember Koss led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember (attended via phone)
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Kristen Eick	Assistant City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Deputy Fire Chief; Ed Wegerif, Public Works Director; Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director: Jason McCuen, Helpdesk Support Technician; Samantha Senger, Assistant to the City Manager/ Public Relations Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of July 10, 2019 (19-315)
2. Minutes: n/a

*** MOTION by Councilmember Koss to approve the agenda with one amendment, which would be to move Item V.1 under Consent to City Business VIII.3.**

She explained what the Consent agenda consisted of and advised that the only reason she took it out of Consent was because she had some questions.

Deputy Mayor Warner seconded the motion.

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation of Certificate of Recognition to Martin Lee for 44 Years of Dedication and Service at Cocoa Walgreens. (19-323). (Mayor Williams)

Mayor Williams announced that Mr. Lee could not be in attendance but that a letter had been received from Walgreen's corporate office. Mr. Lee spent 47 (forty seven) years working for Walgreens, but his main office was in Titusville. He is still working in the same capacity (as a pharmacist) but is semi-retired; however he reports to the Cocoa Walgreens on Clearlake Road.

IV. DELEGATIONS:

None.

V. CONSENT AGENDA:

~~1. Approve Task Order 2019-04 with CH2M Hill Engineers, Inc. (Jacobs) Engineering, Inc. for the Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project. (19-286). (Utilities Director)~~

2. Approve a Resolution allowing for the Finance Director to Authorize Reissuance of The Walt Disney Company Stock and Subsequent Liquidation of the Stock held for Police and Fire Purposes. (19-303). (Finance Director)

3. Approve Change Order #1 to P.O. 73312 with Parkson Corporation, Ft. Lauderdale, Florida, for an additional Control Panel on Bar Screen Equipment at the Jerry Sellers Reclamation Facility; To Approve a Resolution Amending the FY19 Budget. (19-305). (Utilities Director)

4. Approve a change order to add $1,875 to purchase order #73903 with Integrity Public Finance Consulting LLC. (19-312). (Finance Director)

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Koss, to approve the Consent agenda.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Approve the second and final reading of Ordinance No. 10-2019: Home Rule Stormwater Special Assessment Ordinance. (19-307). (Finance Director)

Assistant City Attorney Eick read Ordinance No. 10-2019 into the record, by title only, as follows. She advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 10-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE INCORPORATED AREAS OF COCOA, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF STORMWATER ASSESSMENTS AGAINST PROPERTY; PROVIDING CERTAIN DEFINITIONS INCLUDING A DEFINITION FOR THE TERM "STORMWATER ASSESSMENT"; ESTABLISHING A PROCEDURE FOR IMPOSING STORMWATER ASSESSMENTS; PROVIDING THAT STORMWATER ASSESSMENT CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A STORMWATER ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON

PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT APERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING FOR HARDSHIP ASSISTANCE; PROVIDING A PROCEDURE FOR THE COLLECTION OF STORMWATER ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Bowman stated that this would provide for billing of stormwater fees on property tax bills rather than water bills.

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

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Warner, to approve Ordinance No. 10-2019 on second and final reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of Ordinance No. 09-2019/Second and Final Reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four years; Section 2-308, Investment Powers of the Board, modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities. (19-313). (Administrative Services Director)

Assistant City Attorney Eick read Ordinance No. 09-2019 into the record, by title only as follows and advised that this was the second and final reading.

ORDINANCE NO. 09-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF

ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-281, BOARD DESIGNATED AS ADMINISTRATOR, COMPOSITION; AMENDING SECTION 2-308, INVESTMENT POWERS OF THE BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Ms. Gemmati mentioned that there were no changes made since the last reading. This will change board members terms from two to four years and will amend the ordinance to allow the board to invest up to 25% of plan assets into foreign securities.

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

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Koss, to approve Ordinance No. 09-2019 on second and final reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Postpone consideration of an ordinance amending Appendix A, Article XI, Section 22 of the City of Cocoa Code to allow parking as a Special Exception use in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District. (19-321). (Community Services Director)

Ms. Bunt explained that this was being postponed in order to preserve the display ad.

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

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Koss, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Provide Council direction on request from Habitat for Humanity of Brevard County, Inc. (Habitat) to donate or sell city owned property at 114 First Street to allow Habitat to open a ReStore within Cocoa. (19-318). (City Manager)

   City Manager Titkanich advised that on June 12, 2019, the City received a letter from Ms. Kelly asking the City to donate or sell the existing fire station located at 114 First Street. It was also requested that the City conduct mold and asbestos testing, an environmental site assessment, and waive all building and permitting fees for the renovation work that would be completed. In turn, once they take possession of the main building, they would expend approximately $300,000 to renovate the building and operate a ReStore for Cocoa residents. Additionally, the ReStore would employ Cocoa residents.

   If Council desires to approve this request, the City Attorney would proceed with a formal agreement outlining terms and conditions. The fire station is on two parcels which would require a lot split and a combining of the two lots.

   Furthermore, City Manager Titkanich advised that at 1:11 p.m. this afternoon, an email was received from Mr. Larry Sinclair regarding the property and he asked that it be put out to bid so that others could have the chance to purchase the property if so desired.

   City Manager Titkanich explained that one of the goals in the City's Strategic Plan was redevelopment of downtown Cocoa, and this vacant building would be repaired and used to create jobs and offer services to our residents.

   Mayor Williams mentioned that he had conversations with both Pastor Wash and Ms. Kelly. He has heard a lot of positive things about the ReStore and has mentioned it to a few others as well who were very excited about the idea. He believed it to be an awesome opportunity for the City and had never been approached about the purchasing of this facility by anyone.

   Ms. Kelly noted that Habitat for Humanity and Cocoa have had an amazing relationship for around 19 (nineteen) years. She felt that this ReStore would be a win for both. They sell slightly used items and it would also provide jobs for Cocoa residents. Habitat will not stop building in Cocoa.

   Mayor Williams advised that he had looked at the office space and agreed it was a win. In addition, he spoke with Ms. Miriam Moore with the Homeless Coalition about office space.

   Deputy Mayor Warner asked Ms. Kelly how much square footage their store in Palm Bay was. In response, Ms. Kelly noted it was around 11,000 square feet but the office space was upstairs so it was about 18,000 square feet total.

Councilmember Koss loves Habitat and all that they do and agreed that they add a lot of value to the community. She explained her stance on this item in detail. She advised when thinking about Cocoa's future she does not like the idea of giving property away and asked if there was a way to have lease agreements so that we still maintain the property. This property is centrally located and if something was to happen it would ensure that the City gets the property back.

Deputy Mayor Warner stated that the building was currently being used and we have a City department that needed the space.

When speaking with Gary Palmer, it was determined that the area being used by fire was beyond repair and it was his suggestion to go ahead and tear that portion of the building off. There is currently an issue with the police department as there was not secure storage for evidence and traffic homicide vehicles. She believed that the police were currently in talks about utilizing that building. In the meantime, however, it was being used for the toy drive and Cocoa Community First to store equipment and toys.

She was aware that we need space for the police department and in the past the process was that if there was city business to dispose of it went out for an RFP and give the opportunity for others interested to share their vision for the property. She loves Habitat for Humanity and knows that Pastor Wash has done great things but felt we needed to follow the normal process.

Assistant City Attorney Eick clarified that this property was in the CRA. Staff answered in the affirmative. She asked if the property was acquired prior to the formation of the CRA, in which staff answered in the affirmative. She advised that there was a procedure for disposing of properties in CRA's which is established by statute that they would follow, which was an RFP process.

Deputy Mayor Warner clarified that this would be a CRA decision and not a Council decision. Assistant City Attorney Eick stated no, and that if a property is acquired prior to the formation of the CRA and was not being used for CRA purposes, than that statutory procedure would not apply. She did state that there was information in the City's Financial Operations Manual for disposing of properties. She advised that if Council decided to move forward with this without an RFP than her office would look into this to see if it would have an adequate municipal purpose.

Mayor Williams stated that he was looking at how this project would affect the City.

Councilmember Goins asked why this was not looked into prior to being on the agenda, and Mayor Williams voiced that he was shocked and if there were others interested than why did they wait until now to come forward.

Deputy Mayor Warner was not sure if anyone knew that the property was available.

Mayor Williams pointed out that he has heard a lot of different stories, however no one has approached the City and it was a hot item.

Rip Dyal, 3807 Parapet Drive, Cocoa, advised that there was someone else interested in the building by the name of Mr. Joe Whitley. He will be contacting the City Manager. Mr. Dyal further stated that he had conversations about this with the Mayor.

City Manager Titkanich mentioned that a board member from Community First had discussed the building and they were supposed to submit a letter to the City but it was never received.

Councilmember Goins asked if they were obligated to go out for an RFP on this. In response, Assistant City Attorney Eick responded in the negative.

Discussion was held in regards to a possible lease agreement and including an option to where it would revert back to the city if something happened. If they are going to invest then they at least get some of the depreciation back.

Deputy Mayor Warner asked the City Manager to investigate to see if we have a department in need of space. She knows that we are at a critical point with police department storage as evidence is being stored outside. She just does not want to give away something that the City has use for.

Mayor Williams advised that he had never officially heard anything from the Chief or others at the police department stating that there were space issues or concerns with this facility.

Deputy Mayor Warner pointed out that no one approached her but she asked them.

City Manager Titkanich agreed that the Chief had approached them and Gary Palmer advised that this building had plumbing and other significant issues. The Chief had requested the possibility of storing vehicles there if there was no other use.

Mayor Williams asked if the new fire station had not been built, than what would they have done. He believed if there were issues that needed to be addressed then address them. He thought this ReStore would be a good fit and they were not asking for anything but the building.

Councilmember Goins clarified that the space needed for the police was for the cars. Chief Cantaloupe Goins clarified the area needed was for cars and that the

bays are what was needed. The area they currently store cars in is open and many times they are seized, etc. They have to hold vehicles for a period of time and they currently have about 60,000-70,000 pieces in their evidence room, and they are built out to their max.

Mayor Williams thought it was unfortunate because there was so much dead space at the police department. The Chief agreed.

Mayor Williams agreed that there was a need for both but would like to move forward with Habitat for Humanity and have something done for the police issue. He believes that would be a great benefit for the community.

Councilmember Goins asked if there were any other storage possibilities for the police. In response, City Manager Titkanich stated it would be the open fenced in area at the former fire station 3 but it would be open and subject to the elements.

Councilmember Koss asked what the next step would be if they proceeded with this. In response, City Manager Titkanich advised that it would be just as the requested action stated. If Council was in agreement, the City Attorney would draw up an agreement to bring back to Council. He further reminded Council of the issues with the parcels. Councilmember Koss felt that this would be great usage, or they could delay and ask to see other proposals and make a decision after that.

Deputy Mayor Warner agreed and stated that was her suggestion as well. Councilmember Goins thought a lease option should be brought back as well.

Mayor Williams does not like doing business like this and felt there were too many of these delays.

All Council agreed that it was a great organization to have here in Cocoa.

Deputy Mayor Warner noted that she has seen several vacant warehouse buildings in the industrial area and was concerned with how much square footage they needed.

* **MOTION by Mayor Williams to have staff sit with the City Attorney to negotiate with Habitat for Humanity based on the information given, but at the same time look into what these other interested citizens would like to propose.**

City Manager cautioned Council that if they wanted to open it up to the citizens then it would need to be an RFP.

Councilmember Goins stated that even if it goes out for an RFP there would still be a problem with storage for the police.

Councilmember Koss pointed out that storage and warehousing was relatively inexpensive versus a service being provided to the City.

Deputy Mayor Warner noted that services can be located anywhere and Habitat has money to invest. She would like for staff to do an assessment and felt more information was needed before giving away property or going out for an RFP.

City Manager Titkanich advised that the storage was not for normal items, as it would be for vehicle storage.

Ms. Kelly addressed Deputy Mayor Warner's comments and stated that they do not currently have the $300,000. They have to work for that money, that was where the rehab comes in. Ms. Kelly stressed that they do not have the money to just go somewhere else.

Councilmember Koss reiterated and Seconded the motion on the floor to sell this property to Habitat for Humanity for these purposes.

AYES: Williams, Goins, Koss
NAYS: Warner, Boisvert

THE MOTION CARRIED (3-2)

2. Consider the Appointment of Ms. Pamela Shaia as a member to the Board of Adjustment. (19-324). (Administrative Services Director)

*** MOTION by Councilmember Koss; Seconded by Deputy Mayor Warner, to approve the appointment of Ms. Pamela Shaia as a member to the Board of Adjustment.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve the First Reading of Ordinance No. 11-2019 amending City Code Chapter 22, Section 22-18, Schedule of Rates and Fees for Waste Water rates and changes and Section 22-26 Water rates and charges. (19-204). (Finance Director)

Assistant City Attorney Eick read Ordinance No. 11-2019 into the record, by title only as follows. She noted that this was the first reading of the ordinance.

ORDINANCE NO. 11-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 22 OF THE CODE OF THE CITY OF COCOA TO REMOVE CERTAIN EXISTING WASTEWATER AND WATER UTILITY RATES, FEES, AND CHARGES FROM THE CITY CODE, WHICH ARE OTHERWISE ADOPTED BY RESOLUTION AND TO MAKE FURTHER HOUSEKEEPING AMENDMENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Bowman explained that this would segregate this section from the rest of the hand book and it was cleaning up verbiage.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Warner, to approve Ordinance No. 11-2019 on first reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve, as recommended, the proposed Fiscal Year 2020 benefit renewal for medical, consolidating to one medical plan, and renewal for the dental; and to authorize the City Manager to sign related agreements. (19-311). (Administrative Services Director)

Ms. Gemmati pointed out that every year the Human Resources department works on this renewal and the Gehring Group was here tonight to present the item.

She further announced that the City had an Insurance Task Force who met twice before bringing this to Council. The City Manager has worked with the Finance Department to absorb the increase so that it does not come out of employees paychecks.

Mr. Shawn Fleming, with the Gehring Group provided a presentation[1] regarding the insurance renewals.

He pointed out that the City has been self-funded since 2016 and explained that self-funding ensures that the City capitalizes on the cost reductions achieved from the Employee Health Center.

He described average medical claims per employee per year. He pointed out that claims have increased in the past two years due to the higher catastrophic claims.

Mr. Fleming discussed the three plans that the City has traditionally had which were the Base Plan, Buy-Up Plan, and the Premier Plan. The costs on the Premier Plan were five times higher than the Base plan in 2017-2018. The Premier Plan has been eliminated. Additionally, in 2018-2019, the Buy-Up Plan costs were 2.5 times higher than the Base Plan.

Mr. Fleming explained the renewal rate calculations along with the considered changes, recommended changes, and ancillary renewal recommendations (which are all coverages other than medical).

He pointed out that there would be incentive programs offered next year, one of which was “MotivateMe” where employees would earn points for completing health related activities such as preventative screenings, chronic condition coaching, and health assessments.

Councilmember Koss liked the 2:1 ratio for the clinic and asked if others were picking up on this fad. Mr. Fleming answered in the affirmative and that there were around 50-70 municipalities with clinics.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Koss, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve Task Order 2019-04 with CH2M Hill Engineers, Inc. (Jacobs) Engineering, Inc. for the Bidding Phase Assistance and Services During

[1] EXHIBIT A: City of Cocoa Insurance Renewal Presentation

Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project. (19-286). (Utilities Director)

Mr. Walsh briefly explained this item and Councilmember Koss thanked Jacobs for supporting the Cocoa High School Chorus.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Warner, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

4. Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 12, 2019 and ending May 28, 2020. (19-304). (Chief of Police)

Chief Cantaloupe explained this was for a crossing guard at Fiske Boulevard and Rosa L. Jones Street.

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-290). (Finance Director)

X. REPORTS:

Ms. Bowman reminded everyone that on July 15th Customer Service hours would be changing to 8:30 a.m. until 4:30 p.m.

Deputy Chief Lamm thanked Council for participating in the EOC meeting earlier today as well those staff members who participated.

Mayor Williams thanked Deputy Chief Lamm and his crew for all that they do.

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Assistant City Attorney Eick thanked Council for having her tonight.

City Manager Titkanich mentioned that the budget schedule had been modified and they had anticipated getting the budget books out for the budget workshop at least three weeks before, however, they need to push that back to July 24th so that they can ensure correctness.

He announced that he would be leaving Friday morning after a meeting for vacation and would return July 22, 2019.

Mayor Williams thanked Mr. Wegerif for taking care of the basket that was on SR 520 for quite some time. He was not sure of the policy when something was seen on streets, but it would be nice if people took it upon themselves to pick up stuff that should be taken care of. He felt that Cocoa was treated as a dumping ground.

Deputy Mayor Warner announced that she would be on vacation until July 24th but would be back in time for the meeting.

Mayor Williams thanked Keep Brevard Beautiful for the trash pick up event on Saturday after the July 4th event. He spent about 1 ½ hours down in the village. They discovered that there were not cans for cigarette buts in the Village and it was something that needed to be looked into.

He attended the Cocoa Village Playhouse's 30th season announcement. It was a great event and there will be some awesome shows coming up. He congratulated all of the award recipients.

Mayor Williams spoke about the ribbon tying ceremony for Barbara L. Jenkins at Rosa L. Jones and Fiske Boulevard and stated that they were very appreciative of all that the City had done. The 40th day falls on her birthday.

He thanked Leisure Services and the City of Rockledge for the great July 4th event, along with all of the staff involved and hoped next year the traffic situation was a little better.

Lastly, he thanked staff for the recent issue of the FYI and loved the whole publication. It mentioned Asbury Arms, Cocoa High School, and volunteers who have recently passed. He felt that was what it was all about.

Councilmember Koss announced that the Cocoa High School Chorus would be performing at the Cocoa Village Playhouse on August 10, 2019. The cost for tickets is $25. They are at $20,000 of their $30,000 goal. She reminded everyone that this was the only high school in Florida being invited to perform at Carnegie Hall for their 9/11 event. She reiterated her thanks to Jacobs for their donation and thanked Susie Wasdin for raising $5,000 on the spot for this endeavor.

Councilmember Goins spoke about their recent tour of Hannibal Square in Winter Park. He thanked Assistant City Manager Fuhrer, Darryl Niles, Mayor Williams, Councilmember Koss, and Jewel Collins for attending. Great information was received and he believes that the City had gained a great partner with them.

He added that because people do not vote on something does not mean that one was against it. It gets difficult at times. We are looking at the best interest of the City. He respects everyone's opinion, as he believes everyone does, but it was not always going to be what everyone wants.

Councilmember Goins thanked the V-Cops for working at the Joe Lee Smith Center and would like a commitment for the use of the lights from utilities.

City Manager Titkanich noted that we were in the budget process and there is a request for light banks for the Police Department and they could commit, just like they have done with the City of Rockledge, however if there was a break or if they need to take the lights, they would come and take them.

Councilmember Goins thought that was fair and would like the commitment for every Friday up until August 2, 2019. He wanted to ensure that the V-Cops were aware.

Mayor Williams agreed with Councilmember Goins and mentioned that decisions were not always easy but they do their best and what is best for the community.

Deputy Mayor Warner agreed that everyone does not always agree but when the vote was over it was done.

XI. ADJOURNMENT.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to adjourn the Regular meeting of July 10, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:09 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

City of Cocoa
Insurance Renewal Discussion

Presented by:
Shawn Fleming, CSFS®
Senior Benefits Consultant
July 10th, 2019

EXHIBIT A: Insurance Renewal Presentation

Items for Discussion

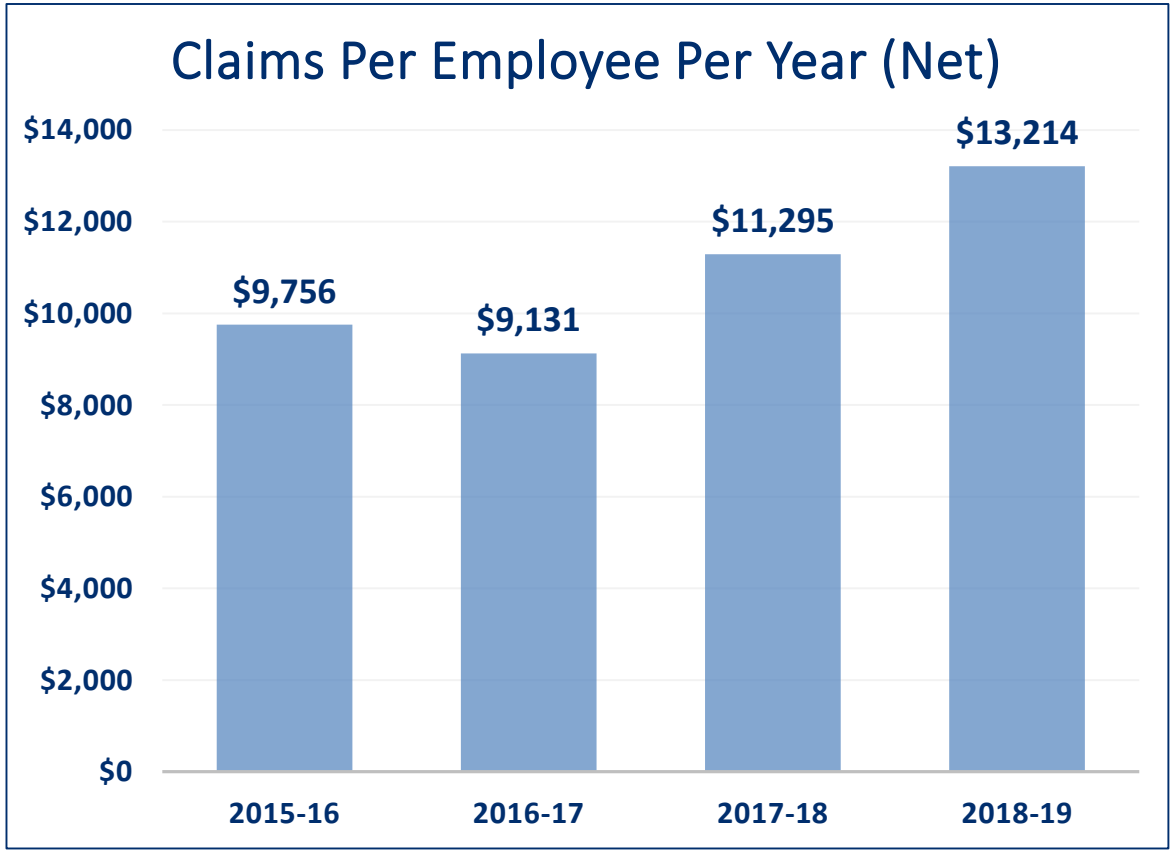
- Background
- Medical Claims Experience
- Catastrophic Claims
- Cost Projection
- Plan Recommendations
  - Medical Plan
  - Ancillary Renewals
- Next Steps

Background

- City transitioned to self-funding for Fiscal Year 2015-16
- City was facing a 15% proposed increase:
  - Increase was driven largely by catastrophic claims
  - Overall initial savings of over $380,000 plus $110,000+ in annual savings by avoiding insurer fee from the Affordable Care Act tax on fully-insured premiums
- Self-funding ensures the City capitalizes on cost reductions achieved from the Employee Health Center

Medical Claim Averages

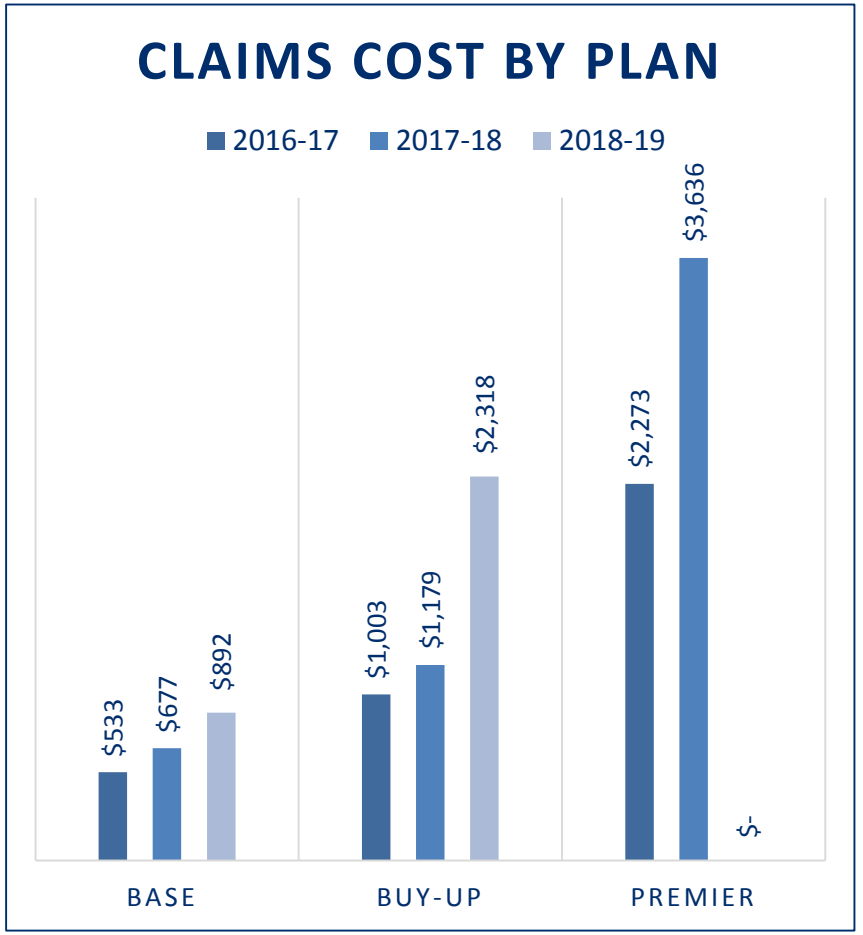
- Claims have increased in the past two years due to the higher catastrophic claims
- Cancer, vascular/circulatory issues, and trauma are some of the major cost drivers for catastrophic claims
- 42 claimants exceeded $50,000
- 5 claimants exceeded $200,000 – these 5 claimants represent 23% of plan costs



GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Claims Costs by Plan

- The City traditionally had 3 plans:
  - Base
  - Buy-Up
  - Premier
- Costs on the Premier plan were **5 times** higher than the Base plan in 2017-18 – Premier plan was eliminated
- For 2018-19 Buy-Up plan costs are **2.5 times** higher than the base



Data through May 2019

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Renewal Rate Calculation

- Standard actuarial projection called for an **18.6% ($997,747)**
- Fully insured projections estimated a **28%** increase
- Clinic Return on Investment continues to exceed **$1.9:1**, saving over **$1.5mil** since opening
  - 40% reduction in office visits
  - 43% reduction in pharmacy utilization
  - Clinic can help diagnose, but cannot treat, higher cost conditions such as cancer, trauma, and musculoskeletal surgeries

Considered Changes

- Alternate plan designs and strategies were considered to offset increase including:
  - Reducing plan offerings from 2 to 1
  - Schedule of benefit changes
  - Contribution changes
  - High Deductible Plans

Recommended Changes

- **Minimal schedule of benefit changes:**

	Current	Renewal
Deductible (EE/FM)	$1,500 / $4,500	$2,000 / $6,000
Out of Pocket	$5,000 / $10,000	$6,000 / $12,000
Emergency Room	$150	$250
Advanced Imaging	$50	$100

- **Eliminate Buy-Up Plan**

  Employees on buy-up plan save between $2,200 - $6,500 in contributions
- **No change to employee contributions**

  Re-negotiated pharmacy rebate contract to enhance rebates to over $300,000 per year to offset absorbing contributions

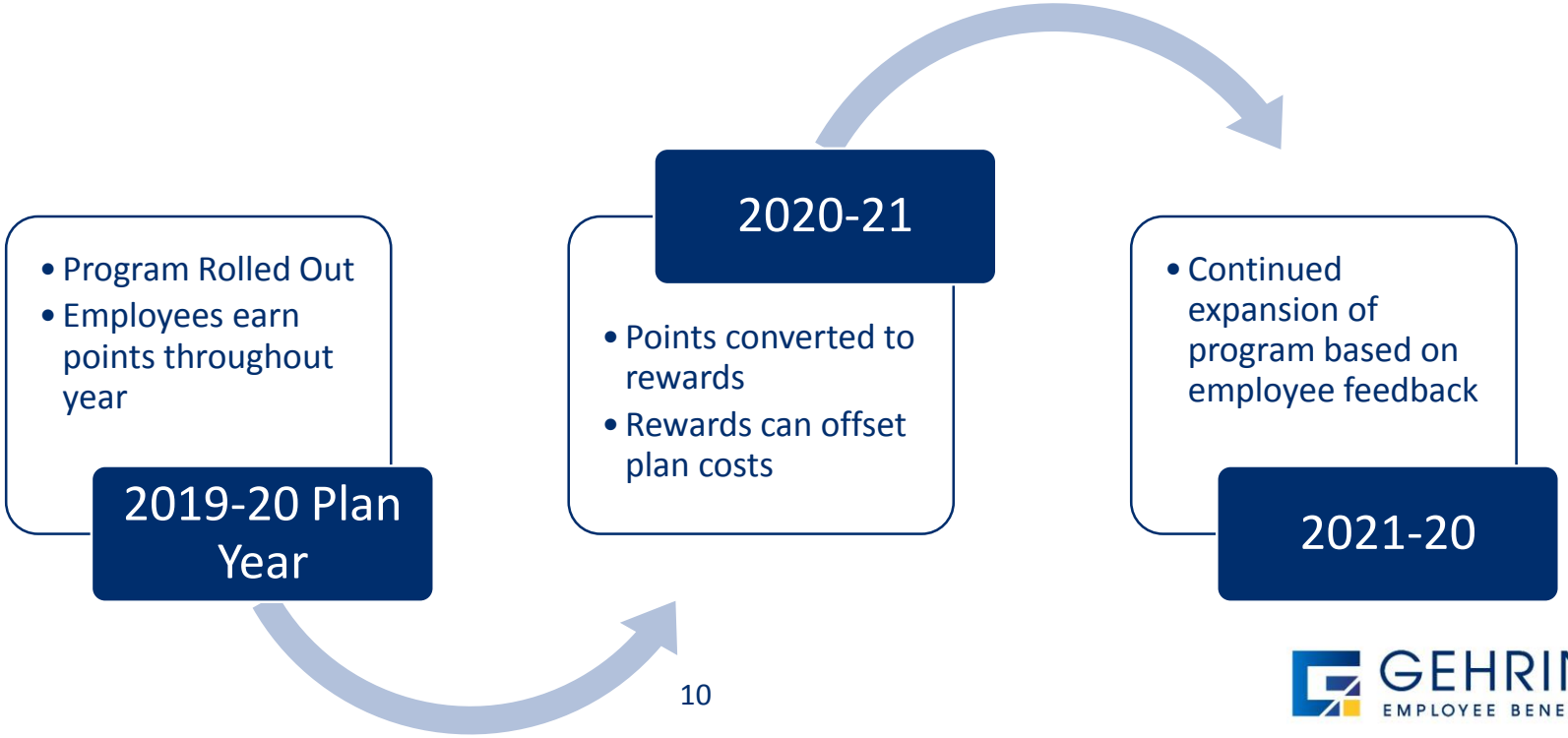
Ancillary Renewal Recommendations

Line of Coverage	Comments/ Recommendation
Dental	Negotiated no increase proposed from Cigna
Basic Life Insurance (Employee Paid)	No increase proposed from Cigna
Voluntary Life (Employee Paid)	No increase proposed from Cigna
Short Term Disability	No increase proposed from Cigna
Long Term Disability	No increase proposed from Cigna
Vision Insurance	No increase proposed from EyeMed

Next Steps – Incentive Program

- MotivateMe Incentive program being rolled out for 2019-20 plan year
- Employees will earn points for completing health related activities, such as:

  Preventative screenings, chronic condition coaching, health assessments



GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

QUESTIONS

Legislation Details (With Text)

File #:	19-353	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	7/16/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	"Family Promise of Brevard" Presentation. (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	19-383	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	8/2/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Proclamation: "Florida Water Professionals Month". (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Florida Water Professionals Month.pdf				

Date	Ver.	Action By	Action	Result

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CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *The Florida Water and Pollution Control Operators Association, organized in 1941, is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development, to protect the health of Florida's citizens and to preserve the state's water resources; and*

WHEREAS, *this organization offers water and wastewater treatment plant operator and water distribution system operator training courses required for the state of Florida's operator licenses, eight voluntary certification programs, and continuing education programs for operator license renewal; and*

WHEREAS, *this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and*

WHEREAS, *the Florida Water and Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating Florida Water Professionals Month, which applauds their constant efforts to protect our health and environment, three-hundred, sixty-five days per year, through sunshine or catastrophic storm.*

NOW, THEREFORE, *I, Jake Williams, Jr., City of Cocoa, Brevard County, Florida, do hereby extend greetings and best wishes to all observing August 2019 as:*

"Florida Water Professionals Month"

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 1st day of August, 2019.

Mayor

ATTEST:

City Clerk

Florida Water & Pollution Control Operators Association

A Non-Profit Association Serving Water and Wastewater Professionals in the State of Florida

July 11, 2019

The Honorable Jake Williams, Jr., Mayor
City of Cocoa
65 Stone St
Cocoa FL 32922-1750

RE: Proclamation request for *Florida Water Professionals Month*

Dear Mayor Williams:

The Florida Water & Pollution Control Operators Association, organized in 1941, is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development, to protect the health of Florida's citizens and to preserve the state's water resources. The association offers water and wastewater treatment plant operator and water distribution system operator training courses required for the state of Florida's operator licenses, multiple voluntary certification programs, and continuing education programs for license renewal.

Like other states, Florida is dependent on a network of aging underground pipes. The Florida Section of the American Society of Civil Engineers' most recent report card graded our Drinking Water Infrastructure a C+ and our Wastewater Infrastructure a C. This assessment highlights the importance of recognizing and supporting Florida's water professionals more than ever—out of sight need not be out of mind.

The FW&PCOA embarked on a program in 2007 to recognize all water industry employees for their dedication and hard work in providing safe drinking water to Florida's citizens as well as protecting Florida's environment and natural resources. We did this by proclaiming a week during the month of April as *"Florida Water Professionals Week."*

This year again, the FW&PCOA has expanded the celebration to include the whole month of August, renaming the event, "*Florida Water Professionals Month.*" We would like to invite you and City of Cocoa to join us in honoring the efforts of water professionals in your community. You can do this by executing a proclamation recognizing the event.

I am enclosing a sample proclamation for your reference. Please send your executed proclamation to my address, stated below, so we can recognize the City of Cocoa's participation in this year's celebration. If you would like an officer from our association to accept the proclamation at your commission meeting, or to present at one of your facilities for display, please contact regional Director Kevin G. Shropshire at 321-626-2507, email 03-director@fwpcoa.org. Thank you in advance for your anticipated participation!

RECEIVED
JUL 15 2019
OFFICE OF THE CITY CLERK

Sincerely,

Kevin G. Shropshire
Director, Region III, FW&PCOA
4975 Carter St., Cocoa, Florida 32927

Legislation Details (With Text)

File #:	19-385	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	8/5/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Update on the Cocoa Village Playhouse. (Dr. Staci Hawkins-Smith)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	19-347	**Version:** 1	**Name:**	Contract Term	
Type:	Contract		**Status:**	Consent Agenda	
File created:	7/12/2019		**In control:**	City Council	
On agenda:	8/14/2019		**Final action:**		
Title:	Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2020, pending the final approval of the City of Cocoa Fiscal Year 2020 budget. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MSA 2019 - 7.11.19				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2019
Agenda Date: August 14, 2019
Prepared By: Chief Michael Cantaloupe
Through: N/A
Requested Action:
Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2020, pending the final approval of the City of Cocoa Fiscal Year 2020 budget.

BACKGROUND:

The Cocoa Police Department wishes to continue its partnership with Alliance for Neighborhood Restoration of Brevard to continue the initiative with the Cocoa Police Athletic League which focuses on at-risk youth. Alliance for Neighborhood Restoration of Brevard provides the Executive Director and staff to oversee the day to day operations of the programs that make up the Cocoa Police Athletic League. These programs include, but are not limited to, basketball, bowling, after school programs, and the Youth Development Council. City staff is seeking to continue supporting the operation of the Alliance for Neighborhood Restoration programs and to retain staff, who are responsible for running the programs for our at-risk youth. These programs and services provided to the community are essential to our crime prevention efforts, specially focused on at-risk youth. This contract is from October 1, 2019 through September 30, 2020 pending final approval of the Fiscal Year 2020 budget.

STRATEGIC PLAN CONNECTION:

This agenda item addresses the strategic issue of reducing Crime by providing programs for our at-

risk youth. This partnership with Alliance for Neighborhood Restoration of Brevard advances that goal.

BUDGETARY IMPACT:

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

Amount Requested	$ 59,965
Account Number	001-2100-521.34-00
Account Name	Contract Services

PREVIOUS ACTION:

The City Council has previously approved Municipal Service Agreements with the Alliance for Neighborhood Restoration of Brevard. Since 2003, the Diamond Square Community Redevelopment Agency has provided support to ANR; and following the expiration of the Project Safe Neighborhood grant in 2009, the City has supported ANR.

RECOMMENDED MOTION:

Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2020, pending the final approval of the City of Cocoa Fiscal Year 2020 budget.

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**") and the **ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.,** a Florida nonprofit corporation ("Service Provider").

RECITALS:

WHEREAS, the Service Provider is a not for profit Florida corporation, which is actively involved in assisting the City of Cocoa Police Department in implementing innovative programs and strategies that address the needs of the residents of the City of Cocoa; and

WHEREAS, Service Provider also desires to assist the City with the Cocoa Police Athletic League for the benefit of the children of Cocoa; and

WHEREAS, the services provided by Service Provider have been instrumental in assisting the Cocoa Police Department deter gang participation, substance abuse and criminal activities and have helped facilitate better relations between the Cocoa Police Department and neighborhood residents; and

WHEREAS, the Service Provider is a not for profit community service organization located within the City of Cocoa; and

WHEREAS, the City Council believes the programs and services to be provided through Service Provider will continue to benefit all residents of the City and desires to continue the established programs that are focused on assisting the City's at risk-youth; and

WHEREAS, the Service Provider has requested a contribution from the City to offset the costs associated with providing the programs and services necessary to meet the needs and desires of the residents of the City; and

WHEREAS, the City of Cocoa acknowledges that due to the economic downturn, funding is scarce and limited, and as such, the City desires to temporarily assume funding during this time of transition while the Service Provider researches and identifies alternative funding mechanisms; and

WHEREAS, the parties agree that the funds provided herein are for the sole purpose of serving the paramount public purpose of deterring gang-related activities, substance abuse, and other criminal activities within the City of Cocoa and to eliminate and reduce other negative factors that adversely affect the quality of life including, but not limited to, slum and blight; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the funds provided by the City to the Service Provider ultimately serve the aforesaid paramount public purpose; and

WHEREAS, the parties agree that the services provided by the Service Provider hereunder are for the benefit of the public health, safety, welfare, convenience and morals of the citizens of the City of Cocoa; and

WHEREAS, the City of Cocoa recognizes there is a reduction in funding from Diamond Square.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2.0 **Definitions.** For purposes of this Agreement, the following terms and words shall have the 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 Service Provider to provide the Municipal Services stated herein using the funds provided in paragraph 4.0.

(b) "City" is the City of Cocoa, Florida, a Florida Municipal Corporation.

(c) "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, whichever is later, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

(d) "Funds" shall mean the monies paid by the City to the Service Provider in accordance with paragraph 4.0 of this Agreement.

(e) "Public-Record" is as described in Section 119.011(1), Florida Statutes.

(f) "Service Provider" is the Alliance for Neighborhood Restoration of Brevard, Inc., a Florida non-profit corporation.

(g) "Work" or "Municipal Services" shall be used interchangeably and shall refer to the performance of the services outlined in paragraph 5.0 of this Agreement.

(h) "Wrongfully Expended Funds" is defined in paragraph 15.0 of this Agreement.

3.0 **Engagement; Term of Agreement.** The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services outlined in paragraph 5.0 of this Agreement and under the terms and conditions herein. The Term of this Agreement shall commence on the Effective Date and shall end on September 30, 2020.

4.0 **Payment of Funds.** The City agrees to pay the Service Provider a maximum of Fifty-Nine Thousand, Nine-Hundred Sixty-Five and 00/100 Dollars ($59,965.00) annually during

the term of this Agreement. Payment shall be made in maximum, monthly installments of Four Thousand, Nine-Hundred Ninety-Seven and 09/100 Dollars ($4,997.09) depending on the Service Provider's performance under this Agreement and depending on the Service Provider's financial needs which are necessary to perform the services provided hereunder. The City shall be sole judge, in good faith, of Service Provider's performance and financial needs required under this Agreement and any payment made by the City under this Agreement shall be at the City's sole discretion. Funding shall be determined based on the monthly reports prepared and provided by the Service Provider pursuant to paragraph 7.0 of this Agreement. Notwithstanding the City's commitment to the Service Provider hereunder, the source of such monies will lawfully be made from funds budgeted and appropriated for such purpose during the City's current fiscal year. Should the City fail to budget, appropriate or otherwise make available funds to fulfill its obligation under this Agreement, this Agreement shall be deemed terminated at the end of the then current term. The City agrees to provide the Service Provider with notice of non-appropriation at its earliest opportunity.

Unless otherwise specifically agreed in writing by the City, there shall be no other funds paid to the Service Provider for the performance of the work under this Agreement.

5.0 **Municipal Services.** In consideration of the Funds provided hereunder, the Service Provider agrees to perform the following municipal services:

5.1 Organize and coordinate anti-gang, gun reduction activities including community outreach.

5.2 Continue to use the community resource trailer stand in cooperation and collaboration with the Cocoa Police Department to facilitate community relations and engagement with the citizens of the City of Cocoa.

5.3 Use the PAL Center as a drug-free area for educational, cultural and anti-gang, anti-drug activities where role playing, small group sessions, lectures, meetings and seminars on drug abuse may be held.

5.4 In partnership with the City of Cocoa and the Cocoa Police Department, host a Drug-Free Youth Summit and plan and coordinate a National Night Out.

5.5 Lead the Cocoa Police Athletic League in partnership with the City of Cocoa through the following events: Youth Directors Council, Basketball, Character Education, and other similar PAL-related activities.

5.6 Revitalize the community garden project on Peachtree Street in cooperation with the Cocoa Police Department through community engagement and involvement.

5.7 Research, identify and secure additional outside funding sources for the purposes of sustaining and continuing the Municipal Services in the City of Cocoa.

5.8 Upon mutual agreement in writing, any other related services consistent with the municipal purpose stated hereunder.

6.0 **Professionalism and Standard of Care.** The Service Provider shall do, perform and carry out in a professional manner all Municipal Services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the Municipal Services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service Provider.

7.0 **Submittal of Progress Reports.** On a monthly basis, the Service Provider shall submit to the City a written progress report as to the status of all Municipal Services set forth in this Agreement, the success of the project, the monthly financial needs of the Service Provider, and the steps the Service Provider has taken to research, identify and secure additional outside funding sources. The report shall in a sufficient manner demonstrate the need for monthly funds under this Agreement and shall demonstrate that any funds expended were used to provide Municipal Services to the residents of Cocoa. If the detail is not sufficient in the City Manager's reasonable discretion to permit the City to determine the Municipal Services performed or the manner in which it is being performed, the City may seek more detail from the Service Provider.

8.0 **Warranty of Professional Services.** The Service Provider (for itself and any of its employees, contractors, partners, and agents used to perform the Municipal Services) hereby warrants unto the City that all of its employees (and those of any of its contractors, partners, and agents used to perform the Municipal Services) have sufficient experience to properly complete the Municipal Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Municipal Services, the Service Provider shall supervise and direct the Municipal Services, using its best skill and attention and shall enforce strict discipline and good order among its employees. The Service Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority hearing on the performance of the Municipal Services.

9.0 **Work is a Private Undertaking.** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Service Provider is such that the Service Provider is an independent contractor and not an agent of the City. The Service Provider, its contractors, partners, agents, and their employees are independent contractors and not employees of the City. Nothing in this Agreement shall be interpreted to establish a relationship other than that of an independent contractor, between the City, on one hand, and the Service Provider, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

10.0 **Compliance Monitoring.** Service Provider agrees that City control and monitoring of the Funds being provided hereunder is necessary to ensure that the Service Provider is expending said Funds in furtherance of the public purposes declared by the City under this Agreement.

11.0 **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Service Provider 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 Service Provider related to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Service Provider; provided, to the extent allowed by law, that the foregoing shall not include 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) which relate to Service Provider's business generally and do not specifically relate to the services provided to the City under this Agreement. 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 Service Provider are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'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.

Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider shall provide the City, 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. Service Provider 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, Service Provider shall transfer to the City, at no cost, all public records in possession of the Service Provider, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Service Provider 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, Service Provider 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 City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City; provided that nothing in this section shall require Service Provider to grant direct access (i.e., password protected access) to its proprietary computer systems to the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Service Provider of the request and the Service Provider shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require Service Provider to

grant direct access (i.e. password protected access) to its proprietary computer systems. If the Service Provider does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Service Provider acknowledges that if the Service Provider does not provide the public records to the City within a reasonable time, Service Provider may be subject to penalties under Section 119.10, Florida Statutes. Service Provider acknowledges that if a civil action is filed against Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider 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 Service Provider, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Service Provider 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 City upon delivery of a written notice of cancellation. If Service Provider fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

12.0 **Audit and Inspections,** All the Service Provider's records with respect to any matters covered by this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Service Provider within thirty (30) days after receipt by the Service Provider. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement and may result, at the sole discretion of the City, in the withholding of future Funds or the immediate return to the City the Funds provided by this Agreement.

13.0 **Civil Rights.** The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

14.0 **Nondiscrimination.** The Service Provider will not discriminate against any employee, applicant for employment, clients, or service beneficiaries because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to providing Municipal Services under this Agreement. The Service Provider will take affirmative action to ensure that all employment practices and assistance to clients are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination,

rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Service provided setting forth the provisions of this nondiscrimination clause.

15.0 **Representation and Warranties.** Service Provider represents and warrants that it shall use all Funds received from the City under this Agreement for the sole purpose of performing the Municipal Services provided in paragraph 5.0 herein. In the event the Service Provider fails to expend such Funds for said purpose ("Wrongfully Expended Funds"), the Service Provider shall fully reimburse the City the Wrongfully Expended Funds plus interest calculated at maximum rate allowable under Florida Law per annum. If the City must take any legal action to collect any Wrongfully Expended Funds, the Service Provider shall be liable for all costs incurred by the City to collect such Funds, including, but not limited to, reasonable attorney's fees, filing fees and other costs.

16.0 **Severability.** Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

17.0 **Choice of Law: Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such State shall govern the validity and interpretation of this Agreement and the performance due hereunder.

The parties agree that venue shall be exclusively in Brevard County, Florida, for all State Court Actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all Federal Court actions or disputes which arise out of or are based upon this Agreement.

18.0 **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

19.0 **Attorney's Fees.** 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 attorney's fees, whether at settlement, trial or on appeal.

20.0 **Headings.** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

21.0 **Waiver.** Any waiver by City of any breach or violation of the Service Provider's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

22.0 **Corporate Representations,** Service Provider makes the following representations to the City:

22.1 Service Provider is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

22.2 The undersigned signatory for the Service Provider has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by the Service Provider has been duly authorized by the Board of Directors and/or the President of the Service Provider. In support of said representation, the Service Provider agrees to provide a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

23.0 **No Joint Venture.** No provision contained herein shall be construed as creating a joint venture between the parties.

24.0 **City's Right of Inspection.** The City is hereby granted the right of entry onto the Service Provider's property used to perform the Municipal Services for purposes of determining the Service Provider's compliance with this Agreement. The Service Provider hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

25.0 **Notices.** Communications and details concerning this Agreement shall be directed to the following contact representatives:

ATTN: City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8680

ATTN: Delores McLaughlin
P.O. Box 727
Cocoa, Florida 32922
(321) 504-9595

Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, Florida 32802-2873
(407) 425-9566

The foregoing addresses and representatives may be amended by any party at any time during the term of this Agreement by providing the other party written notice of said amendment.

26.0 **Time of Performance; Term.** Time is of the essence under this Agreement. Municipal Services provided by the Service Provider shall begin immediately upon execution of this Agreement. If the Service Provider has failed to expend all the Funds appropriated within the Term of this Agreement, the City, at its sole discretion, may require the Service Provider to

immediately return to the City any and all Funds not properly expended or extend the term of this Agreement to allow the Service Provider additional time to properly expend the Funds pursuant to this Agreement. Paragraphs 5.0, 11.0, 12.0, 26.0, 28.0, and 33.0 shall survive the termination of this Agreement.

27.0 **Termination.** Either party may terminate this Agreement for convenience with at least three (3) days written notice to the other party. If this Agreement is terminated for convenience, the Funds provided under Paragraph 4.0 shall be considered earned up to the date of termination on a pro-rated basis. The Service Provider shall return the pro-rated remaining Funds to the City within seven (7) days of termination of this Agreement. In addition, the City may terminate this Agreement for cause if the Service Provider materially fails to comply with any term of this Agreement or discontinues (in the sole opinion of the City) providing the Municipal Services while Funds have not been completely and properly expended or through the non-appropriation of funds. In such case, where the Agreement is to be terminated for cause (other than non-appropriation of funds), the City shall provide the Service Provider with at least thirty (30) days written notice to cure the default prior to termination. If the default has not been cured to the satisfaction of the City, within the thirty (30) days, termination shall be effective on the thirty-first (31st) day, without further action of the City. If the City terminates this Agreement for cause, it can elect any remedy provided by law, including, but not limited to, immediately requiring repayment of any and all of the Funds provided in Paragraph 4.0 herein. In addition, the City may declare the Service Provider ineligible for any further participation in any future Funds which are provided by the City for Municipal Services or other similar funds or grants provided by the City.

28.0 **Indemnification and Hold Harmless.** For all Municipal Services And Work performed pursuant to this Agreement, the Service Provider agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, international or otherwise, arising out of or resulting from the Service Provider's and its employees', partners', contractors', and agents' performance of the Municipal Services and Work being performed under this Agreement; (b) the Service Provider's, and its employees', partners', contractors', and agents' failure to comply with the provisions of any federal, state or local laws, ordinances, or regulations applicable to the Service Provider's and its employees', partners', contractors', and agents' performance under this Agreement; (c) any fraud and misrepresentation conducted by the Service Provider and its employees, partners, contractors, and agents in obtaining the Funds provided under this Agreement; (d) the Service Provider's and its employees', partners', contractors', and agents' failure to properly expend the Funds pursuant to this Agreement

The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the City, any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers which may result from the Municipal Services and Work performed under this Agreement whether the Municipal Services and Work are performed by the Service Providers, its employees, contractors, partners, and agents or anyone directly or indirectly employed by the Service Provider. In all events, the City shall be permitted to choose legal counsel of its sole

choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

29.0 **Assignment.** This Agreement shall not be assigned by the Service Provider.

30.0 **Bankruptcy.** The Service Provider hereby warrants and guarantees unto the City that it has not filed for bankruptcy or is subject to appointment of a receiver as of the Effective Date hereof. If the Service Provider has filed or files for bankruptcy, should be adjudged bankrupt, is subject to appointment of a receiver, or makes a general assignment for the benefit or creditors, the City, upon not less than three (3) days written notice to the Service Providers, without prejudice to other remedies or rights that the City may have, may terminate this Agreement and require immediate repayment of Funds not expended by the Service Provider pursuant to this Agreement or Wrongfully Expended Funds.

31.0 **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional funds for Municipal Services in the future, other than as specifically provided herein.

32.0 **Insurance Requirements.** During the Term of this Agreement, the Service Provider shall maintain, at its own expense, the following insurance coverage:

32.1 *Worker's compensation insurance* in accordance with the applicable provisions of Florida law.

32.2 *Professional liability insurance* for all corporate officers and directors of the Service Provider with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

32.3 *Commercial general liability insurance* with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

32.4 *Automobile liability insurance* in an amount not less than $250,000 for injuries to any one (1) person, $250,000 on account of any one (1) accident, and in an amount of not less than $250,000 for property damage.

Service Provider shall provide a copy of all insurance certificates to the City prior to receiving the payment of Funds from the City. Should the Service Provider fail to provide the insurance certificates or fail to obtain coverage in the aforementioned amounts, the City shall have the right to suspend the payment of the Funds until such time as the Service Provider complies with the requirements of this Paragraph 32.0 or terminate this Agreement if the Service Provider unreasonable delays compliance.

33.0 **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, *Florida Statutes*, or other limitations imposed on the City's potential liability under State or Federal law. 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 two hundred thousand dollars ($200,000), 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 three hundred thousand dollars ($300,000). This paragraph shall survive termination of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

WITNESS:	**ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.**
_____	_____
Print Name: _____	**By:** _____
	Date: _____
ATTEST:	**CITY OF COCOA:**
_____	_____
Carie Shealy, City Clerk, MMC	**By: Jake Williams, Jr., Mayor**
	Date: _____

Legislation Details (With Text)

File #:	19-375	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/30/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Approve Change Order #2 to P.O. 73370 with Flowers Chemical Laboratories, Inc. to Pay Invoices Through the End of FY2019. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2019
Agenda Date: August 14, 2019
Prepared By: Norma E. Hernandez, Administrative Secretary
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Change Order #2 to P.O. 73370 with Flowers Chemical Laboratories, Inc. to Pay Invoices Through the End of FY2019

BACKGROUND:

On December 12, 2017, City Council approved the award of Bid B-18-06-COC, “Contract Laboratory Services” to Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for laboratory services effective January 1, 2018 through September 30, 2018, and authorized the City Manager to execute the contract.

On September 25, 2018, City Council approved the First Amendment to Purchase Agreement with Flowers Chemical Laboratories for contract laboratory services for two (2) consecutive 12-month periods, effective October 1, 2018 through September 30, 2020.

On October 8, 2018, Purchase Order 73370 was issued for $41,754 including shipping and freight. Since then, additional tests and sample sites have been added that were not included in the original Purchase Order. Change Order #1 was approved to add $8,100 to the P.O. to help pay some of the invoices we have received. This amount brings the total of the Purchase Order to $49,854. The current requested Change Order #2 will exceed the City Manager’s signing authority and will require City Council approval.

Staff is requesting City Council approval of Change Order #2 for $3,700. Adding these funds will

bring the total of the original Purchase Order and all change orders to $53,554.

Staff is requesting the approval of Change Order #2 to P.O. 73370 with Flowers Chemical Laboratories, Inc. to pay invoices through the end of FY19.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$3,700
Account Number	421-4010-536.31-00
Account Name	Professional Services
Source of Funds:	Operating Revenue
Change Order Amount	$3,700
Original Purchase Order	73370
Original P.O. Amount	41,754
Total number of change orders to date	2
Total amount in change orders to date	$11,800

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Change Order #2 to P.O. 73370 with Flowers Chemical Laboratories, Inc. to Pay Invoices Through the End of FY2019.

Legislation Details (With Text)

File #:	19-376	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/31/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Approve Two Mitigation Credit Agreements with Craig Chown related to the Joint Purchasing Agreement between the City of Cocoa and the City of Melbourne for the Pineda Causeway Water Transmission Main Project including authorization to expend funds to cover the City of Cocoa's share of the costs associated with the Purchase of Wetland Mitigation Bank Credits for $39,200. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CGW Mitigation Bank. 0.18 State and Federal Mitigation Credit Agreement CGW Mitigation Bank. 0.22 State Mitigation Credit Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2019
Agenda Date: August 14, 2019
Prepared By: Maria I. Arenas, EI, Utilities Associate Engineer
Through: John A. Walsh, PE, Utilities Director
Requested Action:
To Approve Two Mitigation Credit Agreements with Craig Chown related to the Joint Purchasing Agreement between the City of Cocoa and the City of Melbourne for the Pineda Causeway Water Transmission Main Project including authorization to expend funds to cover the City of Cocoa's share of the costs associated with the Purchase of Wetland Mitigation Bank Credits for $39,200

BACKGROUND:

On May 8, 2018, City Council approved the Joint Purchasing Agreement (JPA) between the City of Cocoa and the City of Melbourne to share costs associated with a resiliency project to add a subaqueous pipe crossing along the Pineda Causeway. The City of Melbourne had begun a feasibility study to look at adding a potable transmission main crossing at the Pineda Causeway when City of Cocoa staff was given authorization by City Council to sole source an expanded engineering feasibility study to determine the impact, costs, and potential cost savings of a second transmission pipe. That study yielded favorable results with an estimated savings of $1.4 million by sharing expenses between the two municipalities.

Staff worked closely with the City Attorney to create the JPA to share costs and protect our common and individual interests. The JPA discusses common costs to be shared equally and individual costs such as specific interconnects, valves, and connections to the respective systems to be paid

separately for the design and construction phases.

On July 24, 2019, City Council approved an amendment to the Joint Purchasing Agreement to add funds to cover additional design work requested by the City of Cocoa for the extension of the new water main along Pineda Causeway.

As part of the permitting task associated with the Pineda Causeway Water Transmission Main Project, environmental studies were conducted on the proposed installation route of the pipeline. During the course of these studies, it was determined that the functional loss of approximately 0.40 wetland units would occur. To compensate for the loss of these wetland units, it is required that the City purchase a total of 0.18 wetland mitigation bank credits to satisfy both state and federal requirements, with an additional 0.22 wetland mitigation bank credits required to satisfy state requirements. This amounts to a total of 0.40 credits being purchased. Further, the permitting agency requested that these credits be purchased from the CGW Mitigation Bank as the closest in-kind mitigation bank.

The purchase price associated with the dual mitigation bank credits is $43,200 while the state-only mitigation bank credit purchase price is $35,200. Total purchase price for all mitigation bank credits will be $78,400. In accordance with our JPA, the City of Cocoa needs to reimburse Melbourne for our share (50%) of the wetland mitigation bank credit purchase amount.

City Staff is requesting that the City Council approve two mitigation credit agreements with Craig Chown related to the Joint Purchasing Agreement between the City of Cocoa and the City of Melbourne for the Pineda Causeway Water Transmission Main Project including authorization to expend funds to cover the City of Cocoa's share of the costs associated with the Purchase of Wetland Mitigation Bank Credits for $39,200.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$39,200
Account Number	426-4055-536.63-00, WS18MI
Account Name	Infrastructure
Source of Funds:	Series 2018B Bond

PREVIOUS ACTION:

On May 8, 2018, City Council approved the Joint Purchasing Agreement (JPA) between the City of Cocoa and the City of Melbourne to share costs to add a subaqueous pipe crossing along the Pineda Causeway and approved proposal from Reiss Engineering, Inc. for design, survey, and bidding

services.

On July 24, 2019, City Council approved an amendment to the Joint Purchasing Agreement between the City of Cocoa and the City of Melbourne to add funds to cover additional design work requested by the City of Cocoa for the extension of the new water main along Pineda Causeway.

RECOMMENDED MOTION:

To Approve Two Mitigation Credit Agreements with Craig Chown related to the Joint Purchasing Agreement between the City of Cocoa and the City of Melbourne for the Pineda Causeway Water Transmission Main Project including authorization to expend funds to cover the City of Cocoa's share of the costs associated with the Purchase of Wetland Mitigation Bank Credits for $39,200.

AGREEMENT FOR SALE OF CGW MITIGATION BANK STATE & FEDERAL CREDITS

This agreement for sale of 0.18 (eighteen-hundredths) state and 0.18 (eighteen-hundredths) federal mitigation credits from the CGW Mitigation Bank (the "agreement") is made on this 3rd day of July 2018 between Craig Chown ("seller") whose address is 140 Island Way, #295, Clearwater Beach, Florida 33767, and _____ ("purchaser") whose address is _____.

Witnesseth:

A. Seller is the owner of the **0.18 (eighteen-hundredths)** state credits of wetland mitigation described in Exhibit A attached hereto ("The Eighteen-Hundredths State Mitigation Credits From The CGW Mitigation Bank").

B. Seller is the owner of the **0.18 (eighteen-hundredths)** federal credits of wetland mitigation described in Exhibit B attached hereto ("The Eighteen-Hundredths Federal Mitigation Credits From The CGW Mitigation Bank").

C. Seller desires to sell the aforementioned state and federal mitigation credits to purchaser and the purchaser desires to purchase the mitigation credits from the seller, upon the terms and conditions herein contained.

Now, therefore, for and in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereto mutually agree as follows:

1. **Description of Goods: Sale and Delivery.** Seller hereby undertakes to transfer and deliver the **0.18 (eighteen-hundredths)** state and **0.18 (eighteen-hundredths)** federal mitigation credits to purchaser upon contract execution and full payment being received as prescribed in Sections 2 and 3 below.

2. **Purchase Price.** The total purchase price for the **0.18 (eighteen-hundredths)** state and **0.18 (eighteen-hundredths)** mitigation credits is **Forty Three Thousand Two Hundred Dollars ($43,200).**

3. **Payment Terms.** **All payments shall be made payable to Craig Chown.** A 10% of purchase price deposit of $4,320 is due by July 14, 2019 or upon contract execution whichever comes first. Failure of purchaser to pay this deposit in accordance with the prescribed due date will result in cancellation of

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this contract. The remaining balance of $38,880 (Thirty Eight Thousand Eight Hundred Eighty Eight Dollars) is due on or before October 1, 2019. Failure of purchaser to make this payment by the prescribed due date shall result in contract cancellation and forfeiture of the 10% deposit.

Upon receipt of full payment, a confirmation of purchase for the state and federal mitigation credits under this agreement shall be issued by the Seller to the applicable regulatory agencies and purchaser in accordance with requirements of the appropriate regulatory agencies.

4. **Warranties.** Seller hereby warrants to the purchaser that the seller is the lawful owner of the aforementioned state and federal mitigation credits; that seller has good right and lawful authority to sell and convey the state and federal mitigation credits and will defend the same against the lawful claims of all persons whomsoever; and that said state and federal mitigation credits are free of all encumbrances; and that the state and federal mitigation credits have been approved and permitted by regulatory agencies including the St. Johns River Water Management District (SJRWMD) and U.S. Army Corps of Engineers (USACOE).

5. **Hold Harmless.** Seller agrees to indemnify and hold purchaser harmless from and against any and all damages, liabilities, costs, attorney fees and matters relating to or arising from this conveyance, and the representations and warranties contained in this agreement being incorrect.

6. **Attorney Fees.** In connection with any litigation concerning the agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys fees through all trial and appellate levels of litigation.

7. **Further Assurances.** In addition to the obligations recited herein and contemplated to be performed, executed and delivered, when requested, any and all further acts, deeds and assurances as either party may reasonably require to consummate this transaction and vest ownership verification for the state and federal mitigation credits to the purchaser.

8. **Entire Agreement.** This agreement embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements and understandings relating thereto. It may not be varied or modified except by written agreement of both seller and purchaser.

In witness whereof, the parties have caused the agreement to be executed by their duly authorized representatives as the day and year first above written.

Signed, sealed, and delivered:

By _____

Craig Chown (Seller)
CGW

_____

_____ **(Purchaser)**

EXHIBIT A

The ,18 Eighteen Hundredths State Mitigation Credits From The CGW Mitigation Bank

The state mitigation credits from the CGW Mitigation Bank are from saltwater wetlands mitigation bank credits issued by the St. Johns River Water Management District (SJRWMD) Permit No. 4-061-18849-2

Pursuant to the SJRWMD Permit. the CGW Saltwater Mitigation Bank service area extends from the Eau Gallie Causeway on the north to the Ft. Pierce Inlet to the south and is comprised of saltwater and estuarine areas and related habitats along the Indian River Lagoon Basin.

EXHIBIT B

The 0.18 (Eighteen-Hundredths) Federal Mitigation Credits From The CGW Mitigation Bank

The federal mitigation credits from the CGW Mitigation Bank are from saltwater wetlands mitigation bank credits issued by the USACOE Permit No. 199605563 IP-ME. Pursuant to the USACOE Permit. the CGW Saltwater Mitigation Bank service area extends from the Eau Gallie Causeway on the north to the Ft. Pierce Inlet to the south and is comprised of saltwater and estuarine areas and related habitats along the Indian River Lagoon Basin. The appropriate regulatory agencies make determinations and final decisions regarding the approved use of mitigation credits for projects and compliance to offset Environmental impacts.

AGREEMENT FOR SALE OF CGW MITIGATION BANK STATE CREDITS

This agreement for sale of 0.22 (Twenty Two Hundredths) of state mitigation credits from the CGW Mitigation Bank (the "agreement") is made on this 3rd day of uly 2019 between Craig Chown ("seller") whose address is 140 Island Way, #295, Clearwater Beach, Florida 33767, and

_____ ("purchaser")

whose address is _____.

Witnesseth:

A. Seller is the owner of the **0.22 (Twenty Two Hundredths)** state credits of wetland mitigation described in Exhibit A attached hereto ("The Twenty Two Hundredths State Mitigation Credits From The CGW Mitigation Bank").

B. Seller desires to sell the **0.22 (Twenty Two Hundredths)** state mitigation credits to purchaser and the purchaser desires to purchase the **0.22 (Twenty Two Hundredths)** state mitigation credits from the seller, upon the terms and conditions herein contained.

Now, therefore, for and in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereto mutually agree as follows:

1. **Description of Goods: Sale and Delivery.** Seller hereby undertakes to transfer and deliver the **0.22 (Twenty Two Hundredths)** state mitigation credits to purchaser upon contract execution and full payment being received as prescribed in Sections 2 and 3 below.

2. **Purchase Price.** The total purchase price for the **0.22 (Twenty Two Hundredths)** state mitigation credits is **Thirty Five Thousand Two Hundred Dollars ($35,200).**

3. **Payment Terms.** **All payments shall be made payable to Craig Chown.** A 10% of purchase price deposit of $3,520 is due by July 14, 2019 or upon contract execution whichever comes first. Failure of purchaser to pay this deposit in accordance with the prescribed due date will result in cancellation of this contract. The remaining balance of $31,680 (Thirty One Thousand Six Hundred Eighty Dollars) is due on or before October 1, 2019.

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Failure of purchaser to make this payment by the prescribed due date shall result in contract cancellation and forfeiture of the 10% deposit Upon receipt of full payment, a confirmation of purchase for the .22 (twenty two-hundredths) state mitigation credits shall be issued by the Seller regulatory agencies and to the purchaser in accordance with requirements of the appropriate regulatory agencies.

4. **Warranties.** Seller hereby warrants to the purchaser that the seller is the lawful owner of the .22 (twenty two-hundredths) state mitigation credits; that seller has good right and lawful authority to sell and convey the .22 (twenty two-hundredths) state mitigation credits and will defend the same against the lawful claims of all persons whomsoever; and that said .22 (twenty two-hundredths) state mitigation credits are free of all encumbrances; and that the .22 (twenty two-hundredths) state mitigation credits have been approved and permitted by regulatory agencies including the St. Johns River Water Management District (SJRWMD).

5. **Hold Harmless.** Seller agrees to indemnify and hold purchaser harmless from and against any and all damages, liabilities, costs, attorney fees and matters relating to or arising from this conveyance, and the representations and warranties contained in this agreement being incorrect.

6. **Attorney Fees.** In connection with any litigation concerning the agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys fees through all trial and appellate levels of litigation.

7. **Further Assurances.** In addition to the obligations recited herein and contemplated to be performed, executed and delivered, when requested, any and all further acts, deeds and assurances as either party may reasonably require to consummate this transaction and vest ownership verification for the .22 (twenty two-hundredths) state mitigation credits to the purchaser.

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8. **Entire Agreement.** This agreement embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements and understandings relating thereto. It may not be varied or modified except by written agreement of both seller and purchaser.

In witness whereof, the parties have caused the agreement to be executed by their duly authorized representatives as the day and year first above written.

Signed, sealed, and delivered:

By _____

Craig Chown (Seller)
CGW

_____

_____ **(Purchaser)**

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EXHIBIT A

The .22 (twenty two-hundredths) State Mitigation Credits From The CGW Mitigation Bank

The state mitigation credits from the CGW Mitigation Bank are from saltwater wetlands mitigation bank credits issued by the St. Johns River Water Management District (SJRWMD) Permit No. 4-061-18849-2

Pursuant to the SJRWMD Permit. the CGW Saltwater Mitigation Bank service area extends from the Eau Gallie Causeway on the north to the Ft. Pierce Inlet to the south and is comprised of saltwater and estuarine areas and related habitats along the Indian River Lagoon Basin. The applicable regulatory agencies make decisions regarding use of CGW mitigation credits for particular projects.

Legislation Details (With Text)

File #:	19-354	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	7/17/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Approve the Second and Final Reading of Ordinance No. 12-2019: A Zoning Text Amendment amending Appendix A, Article XI, Section 22 of the City of Cocoa Code to allow parking as a Special Exception use in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 12-2019: REVISED Text Amendment regarding Parking in Cocoa Village Overlay Exempt parcels location map Legal Ad Proof - Text Amend (parking lot use).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 1, 2019
Agenda Date: August 14, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the Second and Final Reading of Ordinance 12-2019: A Zoning Text Amendment amending Appendix A, Article XI, Section 22 of the City of Cocoa Code to allow parking as a Special Exception use in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District.

BACKGROUND:

I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The ordinance proposes a text amendment to the City's Zoning Code, Article XI, Section 22, Cocoa Waterfront Overlay

District, which would allow parking lots and garages, whether public or private, as a use requiring approval of a Special Exception in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District. The amendment was prompted by a project presented to the Board of Adjustment on April 17, 2019 that proposed a fee based parking lot use at 430 Brevard Ave. In reviewing that application Staff discovered that while the use was allowed by Special Exception in Article XI, Section 13, Central Business District, which is the zoning district of the applicant's property, the use was not included in Section 22, which is the overlay district and related sub-district as it applies to that property.

The proposed ordinance is intended to allow parking uses, public or private, as a special exception in the Cocoa Village sub-district, with certain restrictions. Parking uses proposed in a private surface lot must be shared with a commercial, institutional, or civic building. This requirement is intended to stem the possibility of entire lots in the historic Cocoa Village being developed into open, stand-alone surface parking lots and will require private parking uses to occur where a commercial, institutional or civic building is already present or will be constructed. By way of illustration, the fee based parking lot use at 430 Brevard Avenue would be shared with a bank building on the site. Other similar businesses that are not open to the public in the evening may also be encouraged by this amendment to offer fee based parking during non-operating hours.

As described in the recitals of the proposed ordinance, the Cocoa Community Redevelopment Agency commissioned a professional parking study to be performed by Rich and Associates, Inc., in 2017 to document the current parking demand in the Cocoa Village and further updated parking-related objectives in the Community Redevelopment Plan in 2018. The Community Redevelopment Plan recognizes the provision of additional parking as a major objective of the Plan. The Community Redevelopment Plan further recognized that there are very few sites viable for new surface parking lots in the Cocoa Village and prioritized parking solutions, such as partnerships with private lot owners to allow parking in existing underutilized surface lots and a future multi-level parking facility that would reduce the number of surface lots and increase green space within the Central Business District. The proposed ordinance would implement this objective by allowing underutilized surface lots shared with a commercial, institutional, or civic building to be used to provide additional needed parking while discouraging the negative aesthetic and other effects of large numbers properties being devoted solely to parking uses.

Parking uses would still need to satisfy the Cocoa Waterfront Overlay standards for either parking garages or surface parking location. Parking uses located on property with a commercial, institutional, or civic building shall not be permitted to reduce the number of required parking spaces associated with the use of the building.

There are two parcels, listed below, located within the Cocoa Village Sub-district that are currently operating as a parking lot use and do not have a building on the parcel at this time. (Exhibit A) In both cases the parking lot use was created to serve a principle use on an adjoining parcel under the same ownership. The first is a part of the former Bank of America property and provided additional parking for the bank building tenants and customers. The second parcel provides parking for St. Mark's Episcopal Church.

Parcel No.	Location
24-36-33-39-B-7	immediately west of the Civic Center on Delannoy Ave
24-36-33-77-*-1	4 Church Street (immediately south of St. Mark's)

Footnote (1) provided in the ordinance would allow these two properties to retain the existing parking lot use until such time as a parking garage or another allowed building type is constructed on the property.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:

- Transportation Element Policy 2.1.1.2(D): Ordinances shall be reviewed and amended as necessary in order to require safe and convenient flow of on-site traffic. Parking for motorized and non-motorized vehicles shall be regulated;

- Future Land Use Element Policy 1.1.4.8: The City shall continue to monitor and, as appropriate, conduct parking studies to examine the demand and availability of parking in the Cocoa (Downtown) Redevelopment Area.

Subsequent to Council passing the Ordinance on First Reading, one minor technical change was made to the Ordinance to eliminate Exhibit A and incorporate the parcel information on Exhibit A and the Effective Date into the proposed codified City Code language for the Code reader's convenience.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board tabled this item at a special meeting on June 25, 2019. The Planning & Zoning Board recommended approval of this item at its regular meeting on July 17, 2019.

The City Council passed this item on 1st Reading at its regular meeting on July 24, 2019.

RECOMMENDED MOTION:
Approve the Second and Final Reading of Ordinance 12-2019: A Zoning Text Amendment amending Appendix A, Article XI, Section 22 of the City of Cocoa Code to allow parking as a Special Exception use in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District.

ORDINANCE NO. 12-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW PARKING AS A SPECIAL EXCEPTION USE IN THE COCOA VILLAGE SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City currently allows as a special exception use, parking lots and garages, both public and private, in the Central Business District (CBD) pursuant to Article XI, Section 13 of the Zoning Ordinance, but does not permit the same in the Cocoa Village subdistrict of the Cocoa Waterfront Overlay District; and

WHEREAS, Article XI, Section 13 of the Zoning Ordinance further recognizes that where the regulations of the Cocoa Waterfront Overlay District are more restrictive than those of the Central Business District, the Cocoa Waterfront Overlay District regulations shall be controlling; and

WHEREAS, the City Council desires to amend the Cocoa Waterfront Overlay District, Cocoa Village subdistrict regulations, to allow for public and private parking lots as a special exception use, subject to certain restrictions; and

WHEREAS, the Cocoa Community Redevelopment Agency commissioned a professional parking study to be performed by Rich and Associates, Inc. in 2017 to document the current parking demand in the Cocoa Village and further updated parking-related objectives in the Community Redevelopment Plan in 2018; and

WHEREAS, both the parking study and updated Community Redevelopment Plan determined that parking demands continue to increase, recognized a deficit in available parking spaces, and identified as a main objective of the Cocoa Community Redevelopment Agency the creation of a parking system to support existing activities as well as increased demands as new development occurs in the Community Redevelopment Area; and

WHEREAS, specifically, both the parking study and the Community Redevelopment Plan

recognized that there are very few sites viable for new surface parking lots in the Cocoa Village and prioritized parking solutions, such as partnerships with private lot owners to allow parking in existing underutilized surface lots and to establish a multi-use, multi-level parking facility, that reduce the amount of surface parking lots and increase green space within the Central Business District; and

WHEREAS, the addition of public and private parking lots as a special exception use, with certain conditions, will facilitate the development of parking solutions in the Cocoa Village subdistrict that will further be reviewed by the City's Board of Adjustment to ensure compatibility with surrounding properties; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XI, Section 22, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Section 22. It is intended that the text in Appendix A, Article XI, Section 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 22. – Cocoa Waterfront Overlay District.

*** * ***

(F) *Uses.* The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

"Key: SE-Special Exception, Blank Cell-Not Permitted, P-Permitted, RP- as identified on the regulating plan"	Heart of Coco a	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
* * *																		
Commercial																		
Parking, public or private			SE	P		SE	SE	P	SE		SE[1]	P		P		SE		P

[1] Parking uses shall be located either in a garage conforming to the requirements of subsection (L) or, except for municipal lots, in a surface lot shared with a commercial, institutional, or civic building in accordance with the on-site location requirements of subsection (I). Parcels solely occupied by a surface parking lot use existing upon the effective date of this Ordinance (August 14, 2019) and as further identified as Parcel Number 24-36-33-39-8-7 (unassigned address) and 24-36-33-77-*-1 (4 Church Street), shall be exempt from this requirement until such time as a parking garage or commercial, institutional or civic building is constructed on the parcel. Parking uses located on property with a commercial, institutional, or civic building shall not reduce the number of required parking spaces associated with the use of the building.

* * *

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 Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of August, 2019.

_____

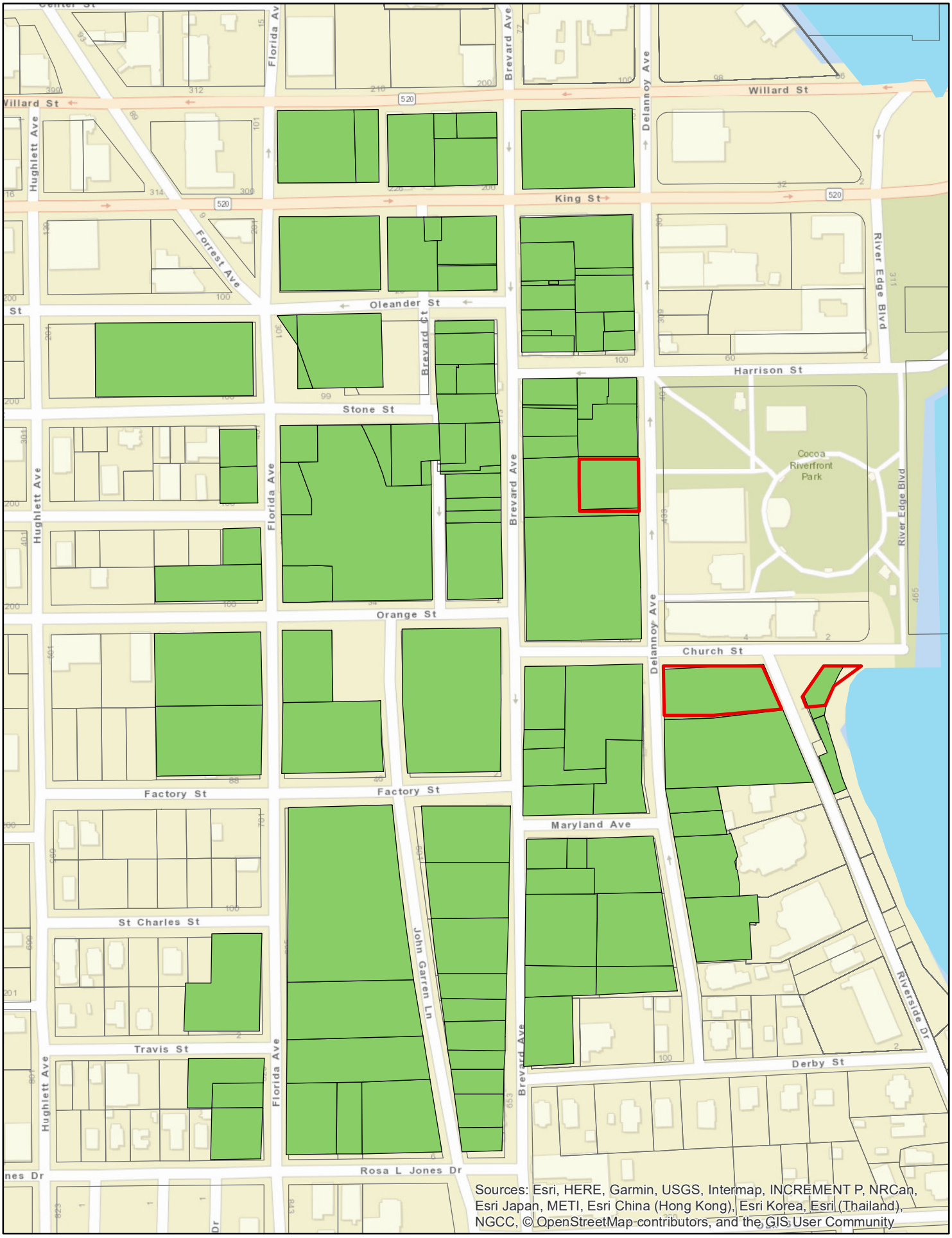
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____

CARIE SHEALY, MMC
City Clerk

First Reading:	07/24/2019
Second Reading:	08/14/2019
Legal Ad Published:	06/18/2019 & 08/07/2019
Effective Date:	08/14/2019


Willard St
King St
Oleander St
Stone St
Orange St
Factory St
Factory St
St Charles St
Travis St
Rosa L Jones Dr
Harrison St
Church St
Maryland Ave
Derby St
Riverside Dr
River Edge Blvd
Delannoy Ave
Brevard Ave
Florida Ave
Hughlett Ave
Forrest Ave
Brevard Ct
John Garren Ln
Cocoa Riverfront Park
520
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

CITY OF COCOA
NOTICE OF ZONING TEXT CHANGE

NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING ORDINANCE:

ORDINANCE NO. 12-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW PARKING AS A SPECIAL EXCEPTION USE IN THE COCOA VILLAGE SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL SECOND READING
PUBLIC HEARING
WILL BE HELD ON
WEDNESDAY, AUGUST 14, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Said ordinance may be inspected by the public at the City Clerk's Office, located at 65 Stone Street, Cocoa, Florida, prior to the public hearings. Interested members of the public may appear at the public hearings and be heard with respect to the proposed ordinance.

The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising. Any person who decides to appeal any decision of the City Council with respect to any matter considered at these meetings will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000611789

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY:_____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

ADVERTISER: CITY OF COCOA (TE)
SALES PERSON: Linda Kennedy
PUBLICATION: FT-FLORIDA TODAY

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PROOF DUE: -
NEXT RUN DATE: 08/07/19
SIZE: 3 col X 10 in

FT-0000611789.INDD

Legislation Details (With Text)

File #:	19-355	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Public Hearing
File created:	7/17/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	

Title: Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd. (Community Services Director)

Sponsors:

Indexes:

Code sections:

Attachments: Integra Cocoa Apartments Development Agreement - 8-7-19 CLEAN.pdf
Exhibit B - Concept Plan.pdf
Exhibit C1 - Elevation Typical Bldg.pdf
Exhibit C2 - Elevation Clubhouse.pdf
Exhibit C3 - Elevation 6 Car Garage.pdf
Legal Ad Proof - DA (Integra Land Co)
19-1002 TRAILHEAD ACCESS PARKING.pdf
FDOT Driveway Permit.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2019
Agenda Date: August 14, 2019
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd.

BACKGROUND:

The subject property totals 150.35 acres, portions of which are zoned RU-1-7 (Single-Family Residential), RU-2-15 (Multi-Family Residential) and C-N (Neighborhood Commercial). The developed area of the property will contain roughly 13 acres and will be located along the SR 524

frontage. The remainder of the property, roughly 137 acres, is a wetland area commonly known as Mud Lake.

The City's Board of Adjustment previously granted a height variance on November 9, 2014, to allow for an increase in height from 35 feet to 45 feet. In addition, the City's Planning and Zoning Board conditionally approved a site plan on April 8, 2015, to allow for the development of The Preserve at Cocoa (formerly the Tree Tops development), which would have consisted of eight (8) apartment buildings with a total of 248 market-rate apartment units. Both of these approvals have expired, and the subject property has never been developed.

The applicant has entered into a contract to purchase the subject property and desires to build a market-rate apartment complex consisting of 249 apartment units in 5 residential buildings with a clubhouse, 5 garages and on-site amenities. In addition, the applicant intends to deed approximately 137 acres of wetland to the City of Cocoa and will provide a parking area accessed from SR 524 for future public access to the Cocoa Conservation Area.

Staff Analysis of Development Agreement

The development agreement is accompanied by a Concept Plan (Exhibit B). This will guide the future development of the site. In recognition that the Concept Plan has been prepared prior to engineering and floodplain review, the Concept Plan may be slightly modified in the future to accommodate changes required by the City Code, including for drainage and flood storage, but may not be modified to include:

1) a different use of the Property;
2) an increase in the proposed number of units;
3) a reduction in the required amenities (see discussion below); or
4) a deviation from any condition (see discussion below).

The applicant (Developer) shall be required to develop the Project to include certain amenities, which shall be maintained in good and working condition throughout the life of the Project, shall be of adequate size to service the intended number of residential units, and shall be incorporated into the final site plan:

a. The Developer agrees to include a community clubhouse with an exercise/workout room, business center, and "party room" that may be reserved by residents for events; swimming pool; and two (2) Level 3 (30 minute) electric car charging stations;

b. The Developer agrees to incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, and energy-efficient HVAC systems;

c. The project shall incorporate enhanced landscaping along SR 524 including tree plantings at 40 foot intervals and mixed- species hedges;

d. The Developer shall provide a public parking area on the western side of the Property as generally depicted in the Concept Plan, consisting of ten (10) parking spaces with a cul-de-sac to allow for fire truck access and turnarounds. The Developer shall further construct a trailhead access stub-out, which shall consist of a four (4) foot walking trail into the Cocoa Conservation Area from the parking area for a distance of 10 feet, with

overhanging branches cleared to eight (8) feet high. The Developer shall also install an informational kiosk at the trailhead access point.

e. The Developer shall provide overhead lighting for the public parking area and a conduit to allow for future installation of an electric car charging station or other such type amenity by the City.

f. The Developer will deed approximately 137 acres of wetlands located south of the developed portion of the project, including the area known as Mud Lake, to the City. The deeded portion will also include the area at the western end of the subject property and adjacent to SR524 that will be developed as a trailhead parking area accessible to the public and providing for a future connection to the Cocoa Conservation Area.

In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above, the City Council hereby approves the following variance and waiver from the City Code:

a. Appendix A Zoning, Article XI, Section 5(E) RU-2-15. The maximum building height may be increased from thirty-five (35) feet to fifty-seven (57) feet for apartment buildings. Communal buildings and parking garages shall be no more than thirty-five (35) feet in height.

b. Appendix A Zoning, Article XI, Section 5(K) RU-2-15. The maximum building width may be increased from 200 feet to 233 feet for apartment buildings.

c. Appendix A Zoning, Article XI, Section 5(F) RU-2-15. The minimum living area requirement for one-bedroom apartments shall be decreased from eight hundred (800) square feet to six-hundred thirty-eight (638) square feet for a maximum of 79 one-bedroom apartment units.

Consistency with the City's Comprehensive Plan

Objective 3.1.1: Energy Efficiency. The City shall encourage energy efficiency in the design, construction and rehabilitation of new and existing residential buildings in the City and incorporate alternative energy technologies in the land development regulations.

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

GOAL 11.1: The City of Cocoa will ensure, through effective planning and coordination with the School District, that adequate school capacity is available to accommodate enrollment demand for City residents.

Objective 11.1.2: The City shall ensure adequate public school capacity exists to accommodate new students generated by residential development. The City shall forward all applications for a residential development permit to the School District for a school concurrency evaluation and determination.

Policy 11.1.2.2: The City shall not approve any non-exempt residential development application for a new residential preliminary subdivision, site plan or functional equivalent until the School District School has issued a School Capacity Availability Determination Letter (SCADL) verifying available capacity.

Concurrency

Staff has done a preliminary concurrency review of services required by the project. A final review will be completed with the Site Plan application.

Wastewater

The Level of Service (LOS) for wastewater is 319 gallons per day per household, based on the 249 apartment units, the projected demand on the wastewater system is 79,431 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.

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 249 proposed dwelling units the overall demand is 71,463 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 the current residential collection LOS shall be 2 times per week per household with green-waste and recyclables once per week. The City currently 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 State Road 524 is ‘D’.

The Space Coast TPO Traffic Counts Report for 2018 indicates that for the I-95 to Industry Road segment of SR524, the average annual daily traffic trips is 12,690, and it is classified as an Urban

Minor Arterial roadway. 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 249 dwelling units, the development is projected to generate 2,383 trips per day (on a weekday).

Based on the LOS of D and the Current Maximum Acceptable Volume (18,590) established by the SCTPO, there is sufficient capacity on SR524 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. This does not include the additional 137 acres that will be conveyed to the City. Thus, the City has sufficient recreation/parks to support the project and maintain the adopted LOS.

Schools

The Applicant has submitted a School Capacity Availability application and will be required to provide a School Capacity Availability Letter prior to approval of a site plan.

Next Steps
If approved, the Development Agreement will be signed and recorded in the Official Records of Brevard County, subject to applicable conditions.

STRATEGIC PLAN CONNECTION:

The proposed Binding Development Agreement which allows for the construction of 249 apartment units is consistent with the Strategic Plan issues, goals, and objectives related to Physical Image.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board tabled this item at a special meeting on July 17, 2019. The Board will hear this item at its meeting on August 6, 2019.

RECOMMENDED MOTION:

Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain

public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

INTEGRA COCOA APARTMENTS DEVELOPMENT AGREEMENT

Integra Luxury Apartments

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed this _____ day of _____, 2019, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **INTEGRA LAND COMPANY,** a Florida corporation ("Developer"), whose address is 1525 International Parkway, Suite 2001, Lake Mary, Florida 32746.

WITNESSETH:

WHEREAS, Developer has entered into a contract to purchase approximately 150.35 acres, more or less, of real property located on the southeast side of State Road 524, approximately 3,300 feet northeast of the Cox Road/State Road 524 intersection, Cocoa, Brevard County, Florida, with Tax Parcel IDs 24-35-13-00-750 and 24-35-24-00-1, more particularly described herein in **Exhibit A** ("Property"); and

WHEREAS, portions of the Property are zoned RU-1-7, Single-Family residential; RU-2-15, Multi-family residential; and C-N, Neighborhood Commercial, with a future land use of Low Density Residential and Neighborhood Commercial; and

WHEREAS, the Developer desires that the Property be developed into a luxury apartment complex consisting of five (5) apartment buildings and five (5) parking garages; and

WHEREAS, a height variance was previously granted by the City's Board of Adjustment on November 9, 2014, to allow for an increase in height from 35 feet to 45 feet and a site plan was also previously conditionally approved by the City's Planning and Zoning Board on April 8, 2015, to allow for the development of The Preserve at Cocoa (formerly the Tree Tops

development), which would have consisted of eight (8) apartment buildings with a total of 248 market-rate apartment units; and

WHEREAS, due to temporal limitations and conditions imposed by both the Board of Adjustment and Planning and Zoning Board in granting the variance and site plan, both approvals have long expired; and

WHEREAS, the previously granted height variance was premised upon the fact that the Property consists almost entirely of wetlands, with only approximately 8.7 percent of the Property being developable upland, and the height variance allowed the applicant to achieve use of its Property while largely conserving the wetlands; and

WHEREAS, the Developer now intends to propose a similar luxury apartment complex and intends to enhance public access opportunities to trails in the Cocoa Conservation Area and deed approximately 137 acres of wetland to the City of Cocoa; and

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

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 Condition Precedent – Acquisition of Property by Developer. Developer represents and warrants to the City that they have entered into a binding written contract to purchase the Property ("Purchase Agreement") and that the Developer intends to expeditiously pursue the completion of the closing on the Property upon the Effective Date of this Agreement. Based on this representation and warranty to the City, Developer further represents and warrants to the City that it is empowered to negotiate and enter into this Agreement. However, the acquisition of fee title to the Property by the Developer shall be a condition precedent to the City issuing any site work permits, including building permits or clearing and grading permits. As such, Developer shall keep the City fully apprised of the status of said closing and shall faithfully and expeditiously complete the closing within one-hundred and twenty (120) days of the Effective Date of this Agreement ('Closing Date"). If Developer fails to complete the closing by the Closing Date, the City Manager shall have the right, in his sole discretion and by written notice, to either extend the Closing Date for a reasonable time period not to exceed three (3) months to allow Developer to complete the closing, or terminate this Agreement. Upon the Effective Date of this Agreement, the Developer shall provide the City Manager and City Attorney a complete copy of a current title commitment (with copies of all supporting documents) for closing on the Property so the Parties can determine whether the title commitment, including the items listed on Schedule B II Exceptions, causes any material impediment to the City's acquisition of a portion of the Property as described in Section 8.0 below. The City in its reasonable and sole discretion may declare any such impediment as a

default, and Developer shall be afforded an opportunity to cure said default under Section 27.0 of this Agreement. If the Developer fails to cure said default, the City Manager, in his sole discretion and by written notice, shall have the right to terminate this Agreement.

4.0 Project Description and Requirements. Developer shall, at its expense, design, permit and construct a luxury, multi-family residential apartment community in the City of Cocoa with market-rate apartment units. The apartment buildings, all amenity buildings, and parking garages shall be constructed in a single phase and consist of approximately 249 apartment units. Developer agrees that the apartment community shall include no more than five (5) apartment buildings, five (5) parking garages, a community clubhouse, and other buildings necessary to serve the project ("the Project"). The Developer shall be specifically required to develop the Project to include certain amenities, which shall be maintained in good and working condition throughout the life of the Project, shall be of adequate size to service the intended number of residential units, and shall be incorporated into the final site plan. These amenities include the community clubhouse with an exercise/workout room; business center; "party room" that may be reserved by residents for events; swimming pool; two (2) Level 3 (30 minute charging) electric car charging stations; and a public parking area and trailhead stub-out with a kiosk, with a pedestrian bridge for residents to access such trailhead, as described in Section 8.0 below. The Project is generally depicted on the Concept Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit B** ("Concept Plan"). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

(Hereinafter the project description and requirements are referred to as the **"Project"**).

5.0 Concept Plan. The Project shall be substantially developed in accordance with the Concept Plan which is attached hereto **Exhibit B**. The Concept Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Concept Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Developer shall have the obligation to further submit and obtain the City's approval of a floodplain development permit, final site plan, and final engineering plans (**"Final Engineering Plans"**) consistent with the Concept Plan in all material respects and in compliance with the City Code. The City and Owner expressly acknowledge and agree that the Concept Plan attached as Exhibit B was prepared prior to application for a floodplain development permit or approval and submittal of attendant engineering plans. Therefore, while the City recognizes this Concept Plan may be reasonably modified to accommodate necessary changes related to drainage and flood storage, any such modification may not include (a) a different use of the Property; (b) an increase in the proposed number of units; (c) a reduction in the required amenities as provided in Sections 4.0 and 8.0; or (d) a deviation from any condition provided in this Section. Developer acknowledges and agrees that the Concept Plan was not created with specific surveyed dimensions and that during the Final Engineering Plan process such dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. The Concept Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the

Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the building, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Concept Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Concept Plan.

6.0 Building Elevations and Floor Plans. The building and related floor plans shall be constructed substantially in accordance with the building elevations and floor plans depicted and set forth on **Exhibit "C,"** which is attached hereto and incorporated herein by this reference (**"Building Plans"**). Further, other aspects of the building façade and roof lines, color scheme, and architectural features depicted on the building may have to be adjusted during the City's final review and approval procedures to satisfy the requirements of the City Code.

7.0 Future Permitting. Upon the Effective Date of this Agreement, the Developer, at its expense, may prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain final site plan approval for the Project consistent with the Concept Plan. Should the Developer apply for final site plan approval for the Project prior to the Closing Date, the Developer acknowledges and agrees that any approval of such final site plan shall be conditioned upon the Developer conveying the property as provided in Section 8.0 below. The Developer further acknowledges and agrees that while the City may conduct a preliminary review of building permit or site work (clearing and grading) permit applications prior to the Closing Date and the conveyance of property as described in Section 8.0 below, the City shall not issue any such permit until after the Closing Date and such conveyance has occurred. Under no circumstances will the City approve any disturbance of the Property until the property conveyance as described in Section 8.0 has occurred. Further, the Developer shall diligently pursue and complete, in good faith, approval of the site plan within twelve (12) months of the Closing Date. If the Project fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid twelve (12) months as a result of the Developer failing to timely and properly pursue such approval, the City shall have the right to declare the Developer in default pursuant to Section 27.0 of this Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty. The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental permit approvals which are required in order to permit the Project in compliance with local, state, and federal law. The Developer shall be responsible for all recording fees associated with this Agreement.

8.0 Project Enhancements; Conveyance of Property. In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 9.0 below, the Developer agrees to incorporate the following development enhancements into the final site plan and affect conveyance of a portion of the Property as follows:

(a) The Developer shall construct and provide a public parking area on the western side of the Property as generally depicted in the Concept Plan, consisting of ten (10) parking spaces with a cul-de-sac to allow for fire truck access and turnarounds, such that the public may access walking trails on the property to be conveyed to the City as provided below. The Developer shall further construct a trailhead access stub-out, which shall consist of a four (4) foot walking trail into the conservation area from the parking area for a distance of ten (10) feet, with overhanging branches cleared to eight (8) feet high. The Developer shall also install an informational kiosk at the southern point of the ten (10) required parking spaces at the trailhead access. The Developer shall provide overhead lighting for the public parking area and a conduit to allow for future installation of an electric car charging station. The public parking area and trailhead shall be constructed in conjunction with the Project and in no event completed later than 18 months of building permit issuance. The Developer acknowledges and agrees that certificates of occupancy for the clubhouse and two apartment buildings may be issued prior to completion of the public parking area and trailhead. Further certificates of occupancy shall not be issued for the Project until the public parking area and trailhead is completed.

(b) Prior to receiving any site work or building permits, the Developer shall convey, free of charge and free and clear of all liens and mortgages, a portion of its Property as further described herein. At minimum, the property to be conveyed by the Developer to the City shall consist of:

i. The entirety of Tax Parcel Number 24-35-24-00-1; and

ii. The portion of Tax Parcel Number 24-35-13-00-750 that consists of wetland, excluding the upland buffer and mitigated wetland, as determined by a wetland survey approved by the St. John's River Water Management District and the City; and

iii. The portion of Tax Parcel Number 24-35-13-00-750 west of the 55-foot drainage easement.

It is anticipated that the total conveyance shall consist of approximately 137 acres of wetland.

In order to initiate the conveyance, the Developer shall provide the City with a written notice requesting the City to accept conveyance of the property ("Written Notice"). The Written Notice must be accompanied by a survey and legal description, prepared by a duly registered and professional surveyor, of the new parcel that will be conveyed to the City, consisting of property identified in this subsection. The City shall have twenty (20) days to review the survey and notify the Developer of its acceptance or objection to the proposed legal description of the property to be conveyed. Should the City object to the legal description of the property to be conveyed, the City shall endeavor to negotiate with the Developer regarding such legal description. However, if the City and Developer cannot agree on the exact legal description of

the lands to be conveyed to the City within thirty (30) days after the objection to the proposed legal description has been provided to the Developer, the City may terminate this Agreement.

The Developer shall obtain at the Developer's expense within fifteen (15) days from the City's acceptance of the survey and legal description, a commitment for an Owner's Title Insurance Policy (ALTA FORM B-1970) from a title insurance company ("Title Company") acceptable to the City, agreeing to insure title to the Property in an amount equal to the estimated assessed value of the property to be conveyed, and subject to: no exceptions other than those matters herein permitted; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an Owner's Policy from the Title Company. The Developer shall provide the City a copy of the title commitment upon receipt of same. The City shall have twenty (20) days to examine the commitment and tender any objections thereto. At closing, Title Company shall provide the City standard "gap" coverage in the custom as established by title insurance practices in Florida. Subsequent to closing, Title Company, at the Developer's expense, shall provide an owner's title policy showing title up to and including the recording of the deed delivered at closing, said policy showing the continuation of good and marketable title in the Developer to the moment of recording the a warranty deed and subject only to the Permitted Exceptions and any matters created at closing. If the title commitment discloses unpermitted exceptions or matters that render the title non-marketable, the Developer, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from the City within which to have the exceptions removed from the commitment or the defects cured to the reasonable satisfaction of the City. In such event, the time of closing shall be thirty (30) days after delivery of the commitment or the time expressly specified in this Agreement, whichever is later. If the Developer fails to have the commitment exceptions removed or the defects cured within the specified time, the City may terminate this Agreement or the City may elect, upon notice to the Developer within ten (10) days after the expiration of the forty-five (45) day curative period, to take title as it then is notwithstanding such exceptions or title defects. Notwithstanding anything herein contained to the contrary, the Developer shall exercise reasonable diligence in the curing of any defects in title, including the payment and discharge of any liens or encumbrances affecting the title status of the property. The Developer shall pay for the cost of recording any necessary curative instruments, the title insurance commitment, and the Owner's policy if issued, and recording of the deed. Each party shall pay their respective attorney's fees.

The City agrees that should the Developer abandon the Project after final site plan approval and conveyance of the above-described property, but prior to completion of construction and issuance of certificates of occupancy, the Developer's successors or assigns shall be permitted to apply the acreage of the above-described property already conveyed to the City for purposes of calculating density, floor area ratio, and maximum impervious surface or lot coverage, provided that, absent a written modification to this Agreement approved by the City Council, such calculations shall not be increased beyond that proposed in the final site plan and as provided in this Agreement for purposes of future development.

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(c) All utilities constructed on the Property including, but not limited to, electric, water, sewer, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City.

(d) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC systems, optional roof top solar panels, and at least two (2) electric car charging stations as provided above.

(e) The Project shall incorporate enhanced landscaping along the SR 524 frontage, to include planting of trees at 40-foot intervals and mixed-species hedges.

9.0 Variances and Waivers. In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above in Section 8.0, the City Council hereby approves the following variance and waiver from the City Code:

(a) Appendix A Zoning, Article XI, Section 5(E) RU-2-15. The maximum building height may be increased from thirty-five (35) feet to fifty-seven (57) feet for apartment buildings. Communal buildings and parking garages shall be no more than thirty-five (35) feet in height.

(b) Appendix A Zoning, Article XI, Section 5(K) RU-2-15. The maximum building width may be increased from 200 feet to 233 feet for apartment buildings.

(c) Appendix A Zoning, Article XI, Section 5(F) RU-2-15. The minimum living area requirement for one-bedroom apartments shall be decreased from eight hundred (800) square feet to six-hundred thirty-eight (638) square feet for a maximum of 79 one-bedroom apartment units.

10.0 Performance Bond; Construction of Public Parking Area and Trailhead. Prior to building permit approval, the Developer shall be responsible for securing and filing with the City a performance guarantee for the construction of the public parking area and trail head access as provided in Section 8.0(a). The form of the performance guarantee shall consist of a performance bond issued by a surety licensed to do business in the State of Florida. The performance guarantee shall be subject to the approval of the City Attorney and the City's engineer as to form and manner of execution. Subject to approval by the City's engineer, the amount of the performance guarantee shall be equal to one hundred and ten percent (110%) of the amount of the Project engineer's maximum estimate or alternative bid estimates for the uncompleted public parking area and trail head access. The effective period of the performance guarantee shall be until the City has issued a written certificate of completion for such amenities. The City shall fully release the performance guarantee upon Developer's complete construction of the public parking area and trail head access. Whenever Developer fails to construct such amenities according to any approved development orders, the City may, upon written notice to the parties to the performance guarantee instrument, declare the performance guarantee to be in default and exercise the City's rights thereunder, including attorney's fees and costs expended by

the City related to the default. Upon default, no further development orders or other approvals shall be granted for the Project until the City determines that adequate progress has been made toward the completion of the public parking area and trail head access.

During construction, the Developer or its contractor shall furnish all labor, materials, supervision, equipment and transportation and will provide, directly or through third parties, all functions necessary to construct the public parking area and trailhead in accordance with the final site plan and all specifications of the City Code. Such functions shall include, without limitation, all engineering, design, make ready work, installation, and preparation of final As-Built drawings (the "Construction Services"). The City shall require the Developer or its contractor to furnish release of all liens from any unpaid work, labor, or materials with respect to the Developer's, contractor's, or any subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed. The City shall not be responsible to the Developer or any other construction contractor for payments. The Developer shall be solely responsible for all costs of the Construction Services, including cost overruns that are the result of unforeseen and unbudgeted conditions or events of force majeure.

In addition, the construction contractor and/or the Developer shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in accordance with Florida Statutes for public construction contracts. The form of said indemnification shall be subject to approval of the City Attorney. Further, the construction contractor and/or the Developer must provide current certificates of worker's compensation, general liability and automobile insurance as provided in the City's Financial Operations Manual. In performing the Construction Services, the Developer, its contractors or subcontractors shall comply with all applicable federal, state and local laws, ordinances, and regulations, including without limitation providing Worker's Compensation, Unemployment Insurance and Social Security.

The construction contractor and/or the Developer shall be required to post a one (1) year maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City in accordance with Florida Statutes for public construction projects. The form of said bonds shall be subject to approval of the City Attorney.

11.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

12.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

13.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in Orlando, Florida.

14.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

15.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

16.0 Severability. If any provision of this Agreement shall beheld to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

17.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

18.0 Recordation. Upon full execution by the Parties and the closing required by Section 3.0, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

19.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. 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.

20.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. 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 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 the sum of three hundred thousand dollars ($300,000.00).

21.0 **City's Police Power**. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

22.0 **Interpretation**. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

23.0 **Third-Party Rights**. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

24.0 **Specific Performance**. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

25.0 **Attorney's Fees**. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

26.0 **Development Permits**. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

27.0 **Default.** Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

28.0 **Termination.** In addition to those circumstances allowing termination as already provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and

substantially commence vertical construction of the Project within two (2) years of the Closing Date. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 27.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

29.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

30.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party.

31.0 Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:
John A. Titkanich, Jr. AICP
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Developer:
David G. McDaniel

1525 International Parkway, Suite 2001,
Lake Mary, Florida 32746

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

32.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
John A. Titkanich, Jr., City Manager

ATTEST:

Date: _____

By: _____
Carie Shealy, City Clerk, MMC

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Cocoa, Florida only.

CITY SEAL

Date: _____
By: _____
Anthony A. Garganese, City Attorney for the City of Cocoa, Florida

DRAFT

Signed, sealed and delivered in the presence of the following witnesses:

INTEGRA LAND COMPANY

_____
David G. McDaniel, President

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by David G. McDaniel, the _____of Integra Land Company**,** a Florida corporation. He is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COUNCIL APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

PARCEL #1:
ALL OF THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 35 EAST, WHICH LIES SOUTHERLY OF STATE ROAD NO 524 (A 200.00 FOOT WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD RIGHT OF WAY MAP SECTION 70070-2501) AND LESS AND EXCEPT THEREFROM THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3338, PAGE 2213, OF THE BREVARD COUNTY PUBLIC RECORDS, SAID SUBJECT PARCEL BEING FULLY DESCRIBED AS FOLLOWS:
BEGIN AT A CONCRETE MONUMENT STAMPED "PRM#2412", WHICH MARKS THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 13, THENCE NORTH 00°08'35" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 413,73 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 524, THENCE DEPARTING SAID WEST LINE, NORTH 53°28'30" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 2,805.42 FEET TO A POINT ON THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3338, PAGE 2213: THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID WESTERLY LINE OF OFFICIAL RECORDS BOOK 3338, PAGE 2213, THE FOLLOWING 2 COURSES TO WIT: SOUTH 10°03'38" EAST, A DISTANCE OF 1,390.07; SOUTH 09°45'48" EAST, A DISTANC E OF 680.18 FEET TO A POIN T ON THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SAID SECTION 13, SAID POINT LYING 2.72 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 114 AS MEASURED ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4: THENCE DEPARTING SAID WESTERLY LINE SOUTH 89°01'35" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 2,614.01 FEET TO THE POINT OF BEGINNING.

PARCEL #2:
THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 35 EAST, AND THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 13, LYING SOUTHEASTERLY OF STATE ROAD 528, AND ALSO ALL OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
LESS AND EXCEPT PARCELS 'A' & 'B' DESCRIBED BELOW:
LESS PARCEL 'A':
THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING SOUTHEASTERLY OF STATE ROAD 528, BREVARD COUNTY, FLORIDA.
LESS PARCEL 'B':

A PARCEL OF LAND LYING IN SECTIONS 13 AND 24, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIB ED AS FOLLOWS:

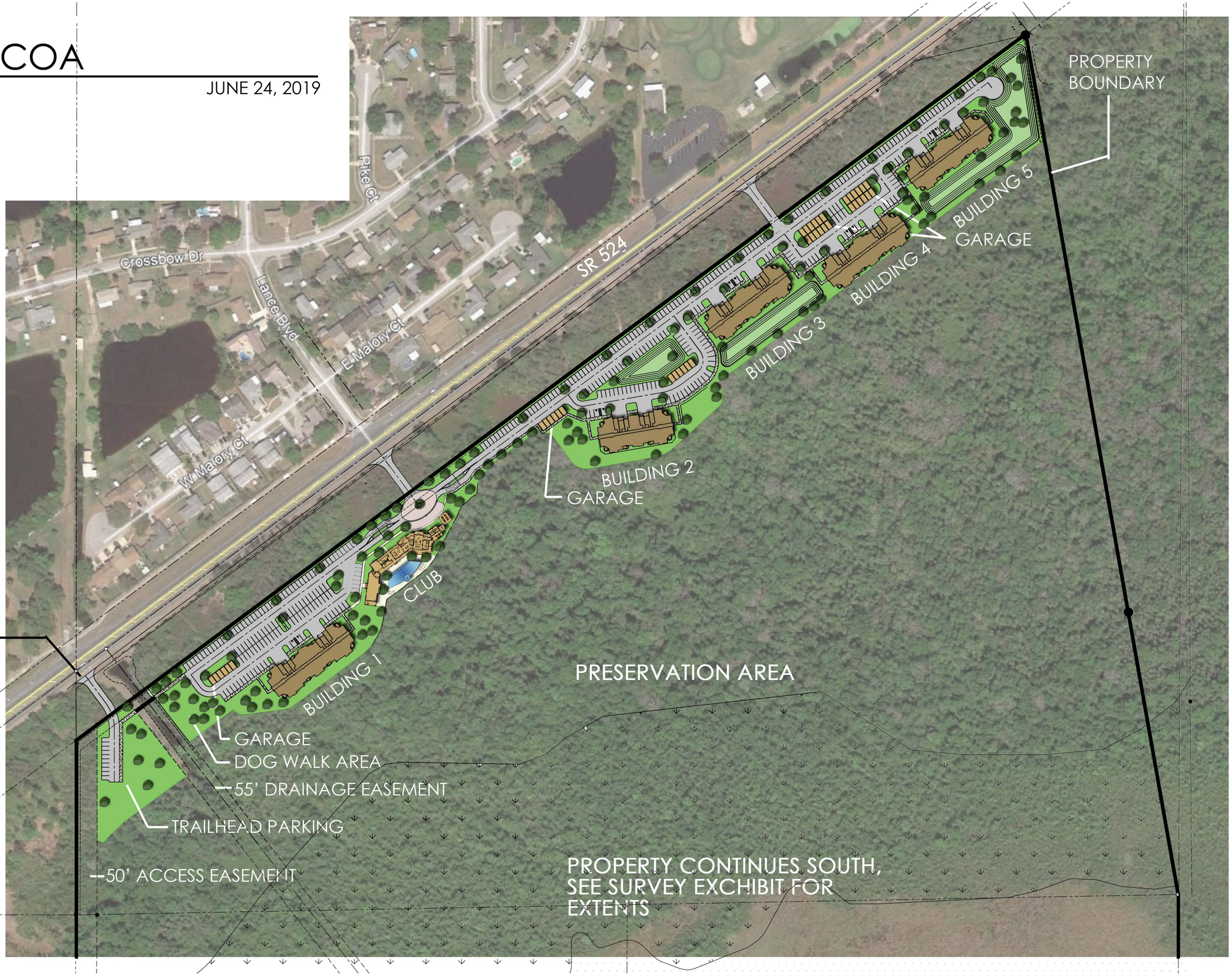
BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 524 (A 200 FOOT RIGHT-OF WAY PER S.R.D RIGHT-OF-WAY MAP SECTION 70070-2501, SHEET 5 OF 8, DATED 12/09/70) WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, THENCE SOUTH 00°00'21' WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 2333,77 FEET; THENCE NORTH 10°09'57' WEST, A DISTANCE OF 695,56 FEET; THENCE NORTH 10°27'47' WEST, A DISTANCE OF 1390.30 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 524: THENCE NORTH 53°05'55" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 469 54 FEET TO THE POINT OF BEGINNING.

DRAFT

INTEGRA COCOA

CONCEPTUAL SITE PLAN

JUNE 24, 2019





TYPICAL BUILDING ELEVATION



VIEW FROM SR 524

(RIGHT)

INTEGRA COCOA

CONCEPTUAL ELEVATION

JUNE 24, 2019

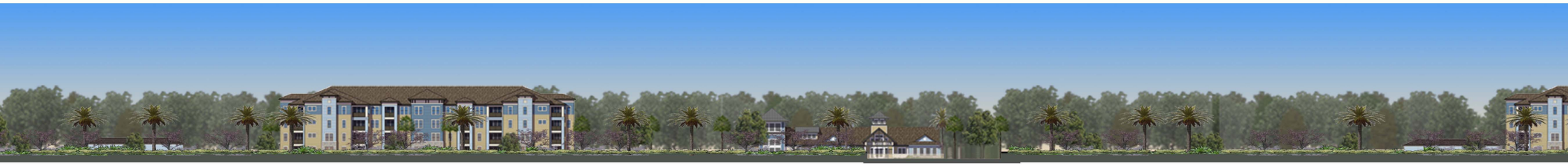
MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CIVIL • STRUCTURAL • SURVEYING • ENVIRONMENTAL

ILC INTEGRA LAND COMPANY

cba
charlan • brock • architects



CONCEPTUAL CLUB ELEVATION



VIEW FROM SR 524

(LEFT)

INTEGRA COCOA

CONCEPTUAL ELEVATION

JUNE 24, 2019

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CIVIL • STRUCTURAL • SURVEYING • ENVIRONMENTAL

ILC INTEGRA LAND COMPANY

cba charlan • brock • architects

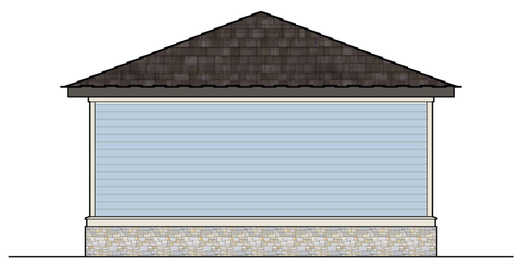


VIEW FROM SR 524

BACK ELEVATION



FRONT ELEVATION



SIDE ELEVATION

INTEGRA COCOA

6 CAR GARAGE BUILDING

ILC INTEGRA LAND COMPANY

cba charlan · brock & associates architects & planners

Classified Ad Receipt
(For Info Only - NOT A BILL)

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003677732
Pymt Method Invoice
Net Amt: $169.16

Run Times: 1

No. of Affidavits: 1

Run Dates: 07/11/19

Text of Ad:

AD #3677732 7/11/2019

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

A. PZ-19-022 – Development Agreement (Integra Land Company)
Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land. (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1)

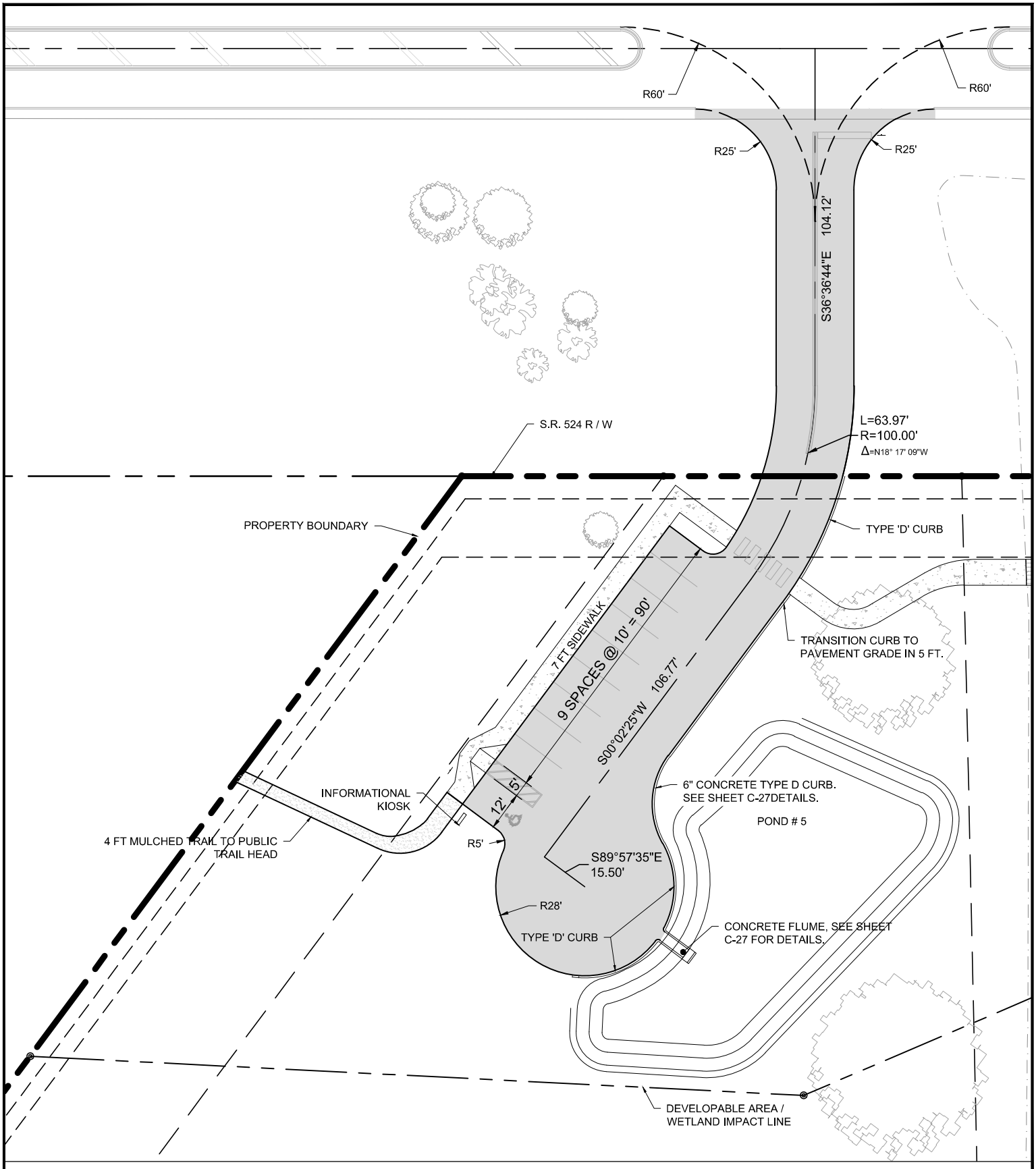
PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
JULY 17, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
JULY 24, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.



N

SCALE 1" = 40'

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CIVIL ▪ STRUCTURAL ▪ SURVEYING ▪ ENVIRONMENTAL

INTEGRA PRESERVE TRAILS

TRAILHEAD ACCESS PARKING EXHIBIT

JOB NO.	19-1002
DESIGNED	DWB
DRAWN	DWB
CHECKED	DWB
DATE	8/2/2019

Integra Cocoa FDOT Driveway Permit

Brevard County, Florida

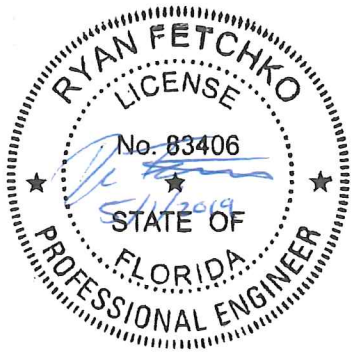
PREPARED FOR

David McDaniel
Integra Land Company
1525 International Parkway
Suite 2001
Lake Mary, FL 34746

PREPARED BY

225 East Robinson Street, Suite 300
Landmark Center Two
Orlando, FL 32801
407.839.4006

May 2019



Ryan Fetchko, P.E.
P.E. 83406

Table of Contents

Table of Contents i

Introduction 1

Project Description 1
Trip Generation 3
Trip Distribution and Assignment 3

Existing Conditions 2

Study Area 2
Existing Roadway Capacity Analysis 4
Existing Unsignalized Intersection Capacity Analysis 6
Existing Signalized Intersection Capacity Analysis 7

Future Conditions 9

Future Roadway Capacity Analysis 9
Future Unsignalized Intersection Capacity Analysis 11
Future Signalized Intersection Capacity Analysis 12
Turn Lane Need Evaluation 13
Intersection Queue Analysis 13

Conclusions 17

Appendices

Appendix A – Site Plan
Appendix B – ITE Trip Generation Summary Sheets
Appendix C – CFRPM Travel Demand Model Plot
Appendix D – Traffic Count Data
Appendix E – Signal Timings
Appendix F – Synchro Analysis – Existing Conditions
Appendix G – Historical Trend Analysis
Appendix H – Intersection Volume Derivation
Appendix I – Synchro Analysis – Future Conditions
Appendix J – NCHRP Report 457 Data

List of Tables

Table No.	Title	Page
Table 1 :	Project Trip Generation	1
Table 2 :	Test for Significance Project Impact (3%)	3
Table 3 :	YR 2017 Existing Roadway Capacity Analysis	5
Table 4:	Unsignalized Intersection Capacity Analysis – Existing Conditions	6
Table 5 :	Signalized Intersection Capacity Analysis – Existing Conditions	7
Table 5 :	Year 2021 Future Roadway Capacity Analysis	10
Table 6 :	Unsignalized Intersection Capacity Analysis – Future Buildout Condition	11
Table 7 :	Signalized Intersection Capacity Analysis – Future Buildout Condition	12
Table 8:	Intersection Queue Analysis	14

List of Figures

Figure No.	Title	Page
Figure 1:	Project Location Map	2
Figure 2:	Project Trip Distribution	1
Figure 3:	AM and PM Peak Hour Traffic Volumes	8
Figure 4:	2021 Future Build AM Peak Hour Traffic Volumes	15
Figure 5:	2021 Future Build PM Peak Hour Traffic Volume	16

1

Introduction

VHB has been retained by Integra Land Company a Florida corporation to conduct a traffic impact study for the proposed Integra Cocoa Property development to be located on the south side of SR 524 between Cox Road and London Boulevard in Cocoa, Florida. The project location is illustrated on **Figure 1**. The analysis quantifies both the existing traffic conditions along area roadways surrounding the parcel and the projected future traffic conditions expected for the Build condition (including development of the proposed site). The site plan can be found in **Appendix A**.

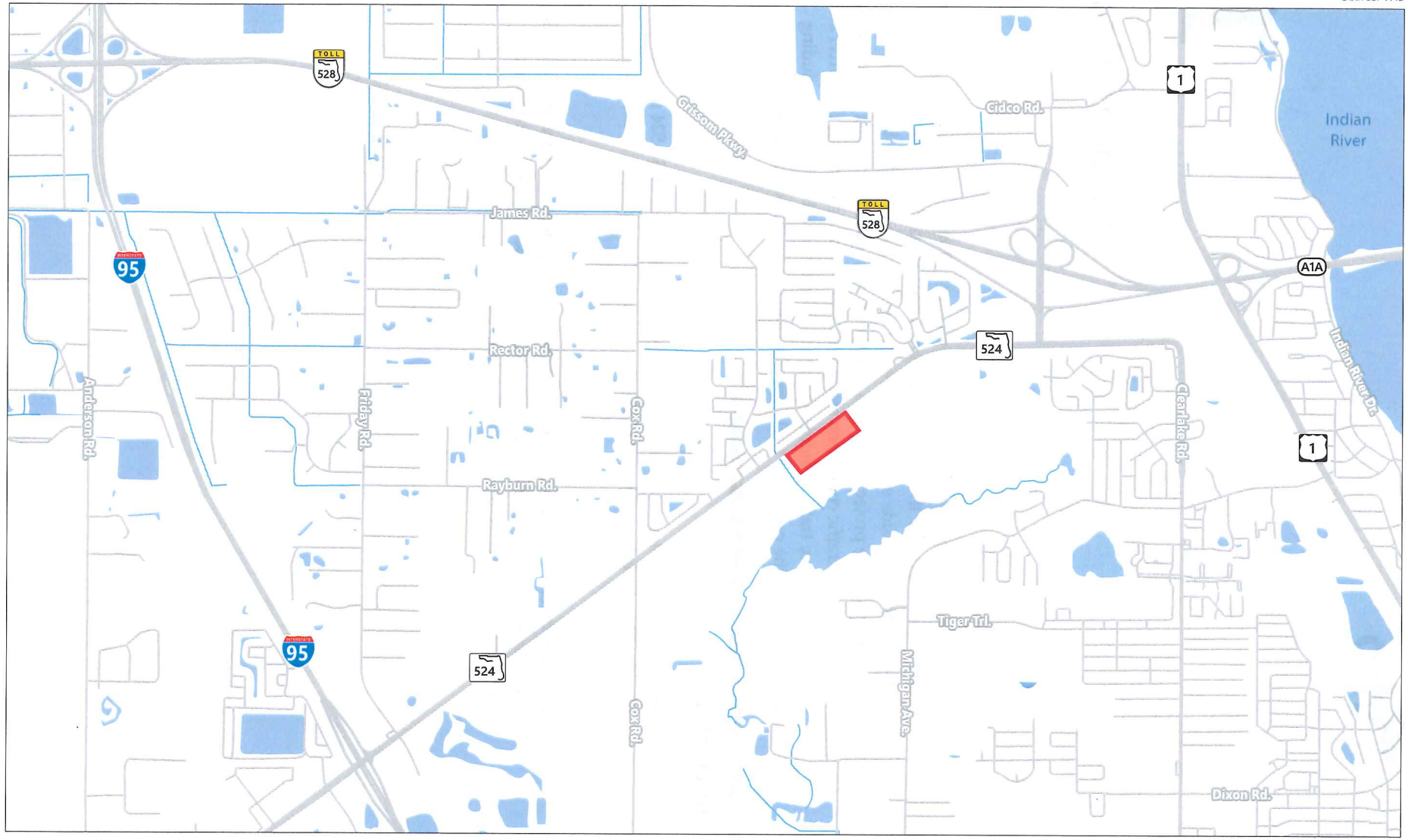
Project Description

The proposed development will be located on the south side of SR 524 in Cocoa, Florida. The site is bound by SR 524 to the north, and vacant land to the south, east, and west.

For the purpose of this analysis, the proposed development will consist of 249 mid-rise apartments with a build-out year of 2021. The project will have direct access to SR 524 via a full access driveway in line with existing Lance Boulevard.

\\vhb\gbl\proj\Orlando\63448.00 Integra-Cocoa TIA\Graphics\FIGURES

Source: VHB



Project Location

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Figure 1

Location Map

Trip Generation

Table 1 summarizes the trip generation for the proposed development. The daily and peak hour trips were calculated based on equations contained in the Institute of Transportation Engineers' *Trip Generation*, 10th Edition. ITE Land Use Code 221 – Multi Family Mid-Rise was the most appropriate for the proposed development. As shown in **Table 1**, the proposed development is expected to generate 1,356 new daily trips, 90 new AM peak hour trips (23 in, 67 out), and 110 new PM peak hour trips (67 in, 43 out). The ITE Trip Generation summary sheets can be found in **Appendix B**.

Trip Distribution and Assignment

The distribution of site generated traffic is a function of the existing roadway volumes from the traffic counts taken, surrounding land use characteristics, and proposed site access plan. The distribution of primary trips to and from the site is shown in **Figure 2**. The Central Florida Regional Planning Model (CFRPM) version 6.1 plot can be found in **Appendix C**.

Table 1 : Project Trip Generation

Integra Cocoa

Trip Generation Comparison Summary

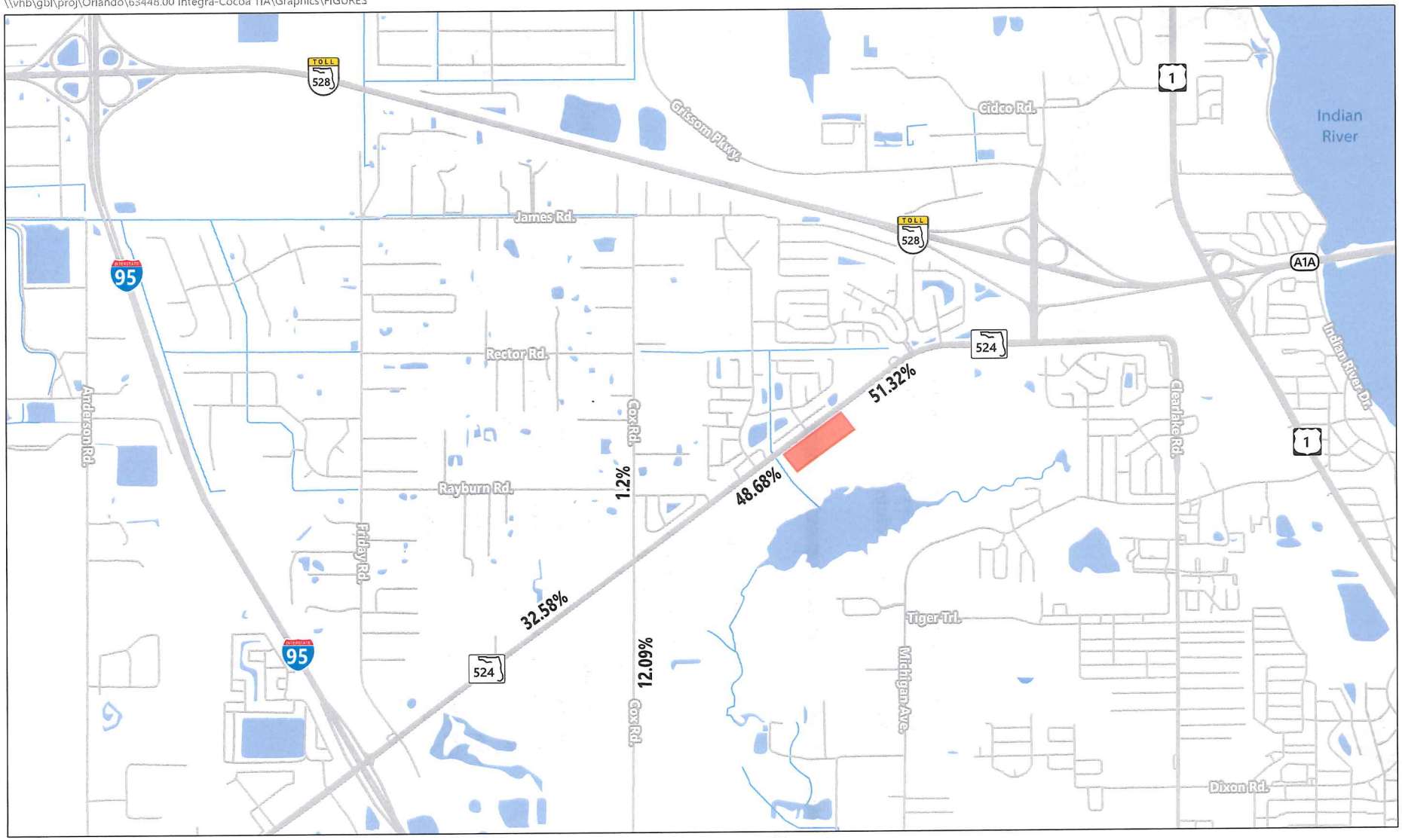
ITE Code	Land Use	Size / Units	Total Trips						
			Daily Trips	AM Peak Hour			PM Peak Hour		
				Total	Enter	Exit	Total	Enter	Exit
221	Multi Family (Mid-Rise)	249 / DU	1,356	90	23	67	110	67	43
		Totals:	**1,356**	**90**	**23**	**67**	**110**	**67**	**43**

VHB *Apr-19*

Notes:
Trip generation rates/equations are based on the Institute of Transportation (ITE) Trip Generation Manual 10th Edition.

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Source: VHB



Project Location

AM (PM) Peak Hour Traffic Volumes

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Figure 2

Project Trip Distribution

2

Existing Conditions

This section summarizes existing transportation conditions observed in the study area, including roadway and intersection geometry, existing traffic control, and daily and evening peak hour traffic volumes.

Study Area

The candidate roadways are shown in **Table 2.** In addition the following intersections were analyzed:

- SR 524 at London Boulevard
- SR 524 at Lance Boulevard/Project Entrance
- SR 524 at Cox Road

Turning movement counts were collected at the study intersections (dated July 27, 2018 for London Boulevard and January 23, 2019 for Lance Boulevard and Cox Road) during the AM (7:00-9:00 A.M.) and PM (4:00-6:00 P.M.) peak periods. These counts were adjusted using a Seasonal Factor of 1.03 for London Boulevard and 1.00 for Lance Boulevard and Cox Road to reflect average daily conditions. A copy of the data collected is included in **Appendix D**. Existing signals timings provided by the City of Cocoa were used in the intersection analysis. **Figure 3** illustrates the existing AM and PM peak hour traffic volumes The signal timings can be observed in **Appendix E**.

Table 2 : Test for Significance Project Impact (3%)

CR 466 Property

Test for Significance Project Impact (3%)

PM PEAK HOUR

Roadway	No. of Lanes	Adopted LOS	LOS MSV	Dis%	Project Trips	Significance %
SR 524						
Cox Rd to London Blvd	2	D	924	51.32%	23	2.49%
Cox Road						
SR 520 to SR 524	2	E	792	12.09%	6	0.76%
SR 524 to James Rd	2	E	792	1.20%	1	0.13%

Source:
VHB
FDOT Florida Traffic Online
2013 Quality Level of Service Handbook
SCTPO

As shown in **Table 2**, there are no roadways with significance exceeding 3.00% within the list of roadways evaluated.

Existing Roadway Capacity Analysis

VHB conducted an assessment to determine the existing level of service of the study roadways. The level of service (LOS) of a given roadway is related to prevailing traffic volumes and to capacity, which is defined as the maximum number of vehicles that can pass through a roadway section during a specified period of time. The capacity of a roadway is determined by a number of factors including composition of traffic (cars, buses, and trucks); roadway alignment; width and number of lanes; posted travel speeds and other variables.

The level of service and remaining capacity for each of the study roadways were determined based on the 2012 FDOT Quality/Level of Service Handbook Tables. A comparison of the PM peak hour directional traffic volumes were made against the roadway capacities to determine the existing level of service. The existing roadway capacity analysis was performed for all roadways within the study area as shown in **Table 3.** In summary, all study roadways operate at an acceptable level of service.

Table 3 : YR 2019 Existing Roadway Capacity Analysis

Integra Cocoa
YR 2019 Existing Roadway Capacity Analysis

PM PEAK HOUR

Roadway	No. of Lanes	Adopted LOS	Directional PM Peak Hour Capacity	2018 Directional PM Peak Hour	2016 Peak Hour V/C Ratio	Remaining Directional PM Peak Hour Capacity	Over Capacity Yes/No
SR 524							
Cox Rd to London Blvd	2	D	924	751	0.81	173	NO
Cox Road							
SR 520 to SR 524	2	E	792	234	0.30	558	NO
SR 524 to James Rd	2	E	792	152	0.19	640	NO

Source:
VHB
FDOT Traffic Online/ VHB Counts

Existing Unsignalized Intersection Capacity Analysis

The existing intersections were evaluated using the methodology outlined in the Highway Capacity Manual and using the Synchro 10 Software. The results of the unsignalized intersection capacity analysis for the AM and PM peak hour are shown in **Table 4**. The analysis results for unsignalized intersections reflect the operation of the mainline left turn movements or the critical turning movements from the minor street. The Synchro unsignalized intersection report printouts are provided in the **Appendix F**.

Table 4: Unsignalized Intersection Capacity Analysis – Existing Conditions

Intersection	Control Type	Movement	2019 AM Peak Hour			2019 PM Peak Hour		
			V/C	Delay (s)	LOS	V/C	Delay (s)	LOS
SR 524 & Lance Blvd	TWSC	SBLR	0.12	13.2	B	0.14	16.0	C
		EBL	0.01	8.2	A	0.02	9.4	A

Source: VHB, Inc. using Synchro 10 software.
1 Average delay in seconds per vehicle

As **Table 4** indicates, the study intersection is operating at LOS C or better.

Existing Signalized Intersection Capacity Analysis

The existing intersections were evaluated using the methodology outlined in the Highway Capacity Manual and using the Synchro 10 Software. The results of the signalized intersection capacity analysis for the AM and PM peak hour are shown in **Table 5**.

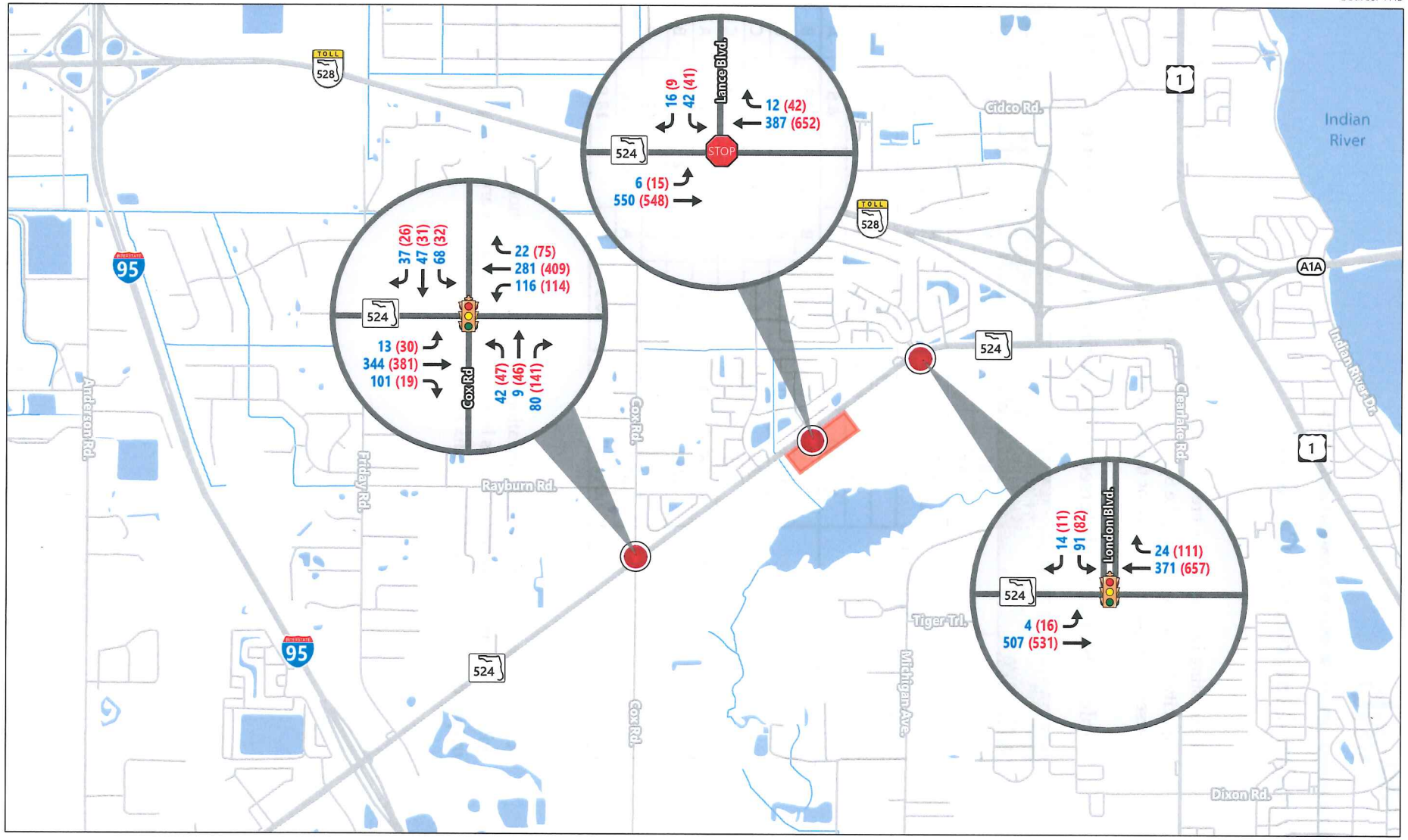
Table 5 : Signalized Intersection Capacity Analysis – Existing Conditions

Intersection	Control Type	Movement	2019 AM Peak Hour			2019 PM Peak Hour		
			V/C	Delay (s)	LOS	V/C	Delay (s)	LOS
SR 524 & London Blvd	Signalized	EBL	0.01	3.8	A	0.03	5.6	A
		EBT	0.39	4.0	A	0.40	3.9	A
		WBT	0.31	3.0	A	0.48	3.6	A
		WBR	0.00	0.0	A	0.00	0.0	A
		SBL	0.74	48.8	D	0.66	46.5	D
		SBR	0.13	39.5	D	0.10	39.6	D
		Overall		**8.3**	**A**		**6.6**	**A**
SR 524 & Cox Rd	Signalized	NBLTR	0.20	10.9	B	0.32	12.8	B
		SBLTR	0.21	11.0	B	0.12	10.9	B
		EBL	0.03	16.6	B	0.10	20.0	C
		EBT	0.80	24.0	C	0.82	25.8	C
		EBR	0.00	0.0	A	0.00	0.0	A
		WBL	0.39	15.5	B	0.42	17.0	B
		WBT	0.45	13.3	B	0.56	15.4	B
		WBR	0.00	0.0	A	0.00	0.0	A
		Overall		**16.5**	**B**		**18.0**	**B**

As **Table 5** indicates, the overall operation of the study intersections are at LOS B or better with all movements having v/c ratios less than 1.0. The analysis and subsequent HCM 6 output data can be found in **Appendix F**.

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Source: VHB



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Project Location

AM (PM) Peak Hour Traffic Volumes

vhb

Figure 3

2019 AM and PM
Peak Hour Traffic Volumes

3

Future Conditions

To determine the impacts of the site-generated traffic volumes on the surrounding study intersections, future traffic conditions were analyzed. The background traffic volumes were projected to a future year of 2021 based on historical traffic data. From the resulting trends analysis (as documented in **Appendix G**), a minimum 2% growth rate was applied to the roadway and intersection counts. Additionally, the anticipated number of trips generated from the development were calculated based on the trip generation rates/equations obtained from the *ITE Trip Generation Manual, 10th Edition* (see **Table 1**) and distributed to the roadways and intersections (including project driveways) based on the site layout and model distribution (see **Figure 2**). It should be noted that the future traffic volumes were derived by using the forecasted traffic from the London Cove project located to the east and adding this project's traffic volumes. The intersection volume derivation is documented in **Appendix H**.

Future Roadway Capacity Analysis

The future capacity analysis for the study area roadways for the project build-out can be found in **Table 5** for the PM peak hour condition. The analysis concludes that all of the roadway segments for future conditions operate below capacity.

Table 5 : Year 2021 Future Roadway Capacity Analysis

Integra Cocoa

Future (YR 2021) PM Peak Hour Roadway Analysis

Roadway	No. of Lanes	Level of Service: Adopted LOS	Level of Service: MSV	2019 Directional PM Peak Hour *	Count Year	Growth Rate **	Background Traffic: Background Total	Background Traffic: Deficient Yes/No	YR 2021 Project Traffic: Project Trips	YR 2021 Project Traffic: Project Dis%	Total Traffic	Deficient Yes/No	Project Deficiency Yes/No	Remaining Capacity
SR 524														
Cox Rd to Project Entrance	2	D	924	751	2018	3.6%	831	NO	33	48.68%	864	NO	No	60
Project Entrance to London Blvd	2	D	924	751	2018	3.6%	831	NO	35	51.32%	866	NO	No	58
Cox Road														
SR 520 to SR 524	2	E	792	234	2019	2.0%	243	NO	9	12.09%	252	NO	No	540
SR 524 to James Rd	2	E	792	152	2019	2.0%	158	NO	1	1.20%	159	NO	No	633

Source:
VHB, Inc.

April-19

Notes:

* FDOT Traffic Online/ VHB Count

** Trend derived from latest 5 years of Daily Traffic Counts/ Minimum 2.0% Growth

Future Unsignalized Intersection Capacity Analysis

The analysis for the operation at the unsignalized intersections was conducted by determining the operation for the future buildout condition with project trips added.

To determine the operational conditions at the unsignalized intersections, the connections were evaluated for AM and PM peak hour conditions using Synchro 10 software. The results of the unsignalized intersection capacity analysis for the AM and PM peak hour are shown in **Table 6**. The analysis results for unsignalized intersections reflect the operation of the mainline left turn movements or the critical turning movements from the minor street. The Synchro unsignalized intersection report printouts are provided in the **Appendix I**. **Figure 4** and **Figure 5** illustrate the AM and PM peak hour future traffic volumes.

Table 6 : Unsignalized Intersection Capacity Analysis – Future Buildout Condition

Intersection	Control Type	Movement	2021 AM Peak Hour			2021 PM Peak Hour		
			V/C	Delay (s)	LOS	V/C	Delay (s)	LOS
SR 524 & Lance Blvd/Project Entrance	TWSC	EBL	0.01	8.5	A	0.02	9.6	A
		WBL	0.02	9.1	A	0.04	9.1	A
		NBLTR	0.33	29.9	D	0.31	39.7	E
		SBLTR	0.19	17.7	C	0.20	21.8	C

Source: VHB, Inc. using Synchro 10 software.
1 Average delay in seconds per vehicle

As **Table 6** indicates, the overall operation of the study intersections are at LOS E or better.

Future Signalized Intersection Capacity Analysis

The analysis for the operation at the signalized intersections were conducted by determining the operation for the future buildout condition with project trips added.

The intersection operations for the future buildout condition is depicted in **Table 7**. The Synchro signalized intersection report printouts are provided in the **Appendix I**.

Table 7 : Signalized Intersection Capacity Analysis – Future Buildout Condition

Intersection	Control Type	Movement	2021 AM Peak Hour			2021 PM Peak Hour		
			V/C	Delay (s)	LOS	V/C	Delay (s)	LOS
SR 524 & London Blvd	Signalized	EBL	0.01	20.8	C	0.90	23.1	C
		EBT	0.67	28.3	C	0.64	24.9	C
		EBR	0.14	17.5	B	0.10	15.2	B
		WBL	0.37	37.7	D	0.23	29.5	C
		WBT	0.46	16.9	B	0.68	20.0	C
		WBR	0.00	0.0	A	0.00	0.0	A
		NBL	0.55	61.2	E	0.54	61.0	E
		NBTR	0.41	41.7	D	0.33	44.7	D
		SBLT	0.43	50.5	D	0.37	51.4	D
		SBR	0.04	37.3	D	0.04	41.5	D
		Overall		**30.2**	**C**		**27.0**	**C**
SR 524 & Cox Rd	Signalized	NBLTR	0.20	12.3	B	0.33	15.4	B
		SBLTR	0.22	12.4	B	0.13	13.0	B
		EBL	0.04	24.2	C	0.12	28.3	C
		EBT	0.85	11.5	C	0.86	34.0	C
		EBR	0.00	0.0	A	0.00	0.0	A
		WBL	0.51	22.0	C	0.53	23.2	C
		WBT	0.52	19.5	B	0.61	20.9	C
		WBR	0.00	0.0	A	0.00	0.0	A
		Overall		**22.3**	**C**		**23.8**	**C**

Source: VHB, Inc. using Synchro 10 software.
1 Average delay in seconds per vehicle
2 Overall level of service

As **Table 7** indicates, the overall operation of the study intersections are at LOS C or better. Also, all turning movements have v/c ratios less than 1.0.

Turn Lane Need Evaluation

The need for a westbound-to-southbound left turn lane at the SR 524 project driveway was evaluated following guidance provided from the National Cooperative Highway Research Program (NCHRP) Report 457. Pursuant to this resource, the opposing volumes (621 vehicles) versus the advancing volumes (34 vehicles) are compared to justify the need for an exclusive left turn lane. Per Figure 2-5 of NCHRP Report 457 the criteria is met Therefore, an exclusive left turn lane is recommended.

The need for an eastbound-to-southbound right turn lane at the SR 524 project driveway was evaluated. Pursuant to NCHRP Report 457, the right turn volumes are compared to the major road volumes to determine the need for an exclusive right turn lane. In this case, there are 33 vehicles conducting a right turn compared to 621 vehicles on CR SR 524 in the eastbound direction for the PM peak hour condition. According to Figure 2-6, the criteria is met. Therefore, an exclusive right turn lane is recommended. The NCHRP Report 457 data can be found in **Appendix J**.

Intersection Queue Analysis

An intersection queue analysis was performed for dedicated turn lanes where project trips are present at the study area intersections. The analysis compares the existing storage length to the buildout traffic queue. As shown in **Table 8**, the westbound left at SR 524 and Cox Road is not sufficient to accommodate queue and deceleration as it pertains to FDOT standards. Although this lane does not meet FDOT standards it fails during the existing conditions due to the speed on the roadway.

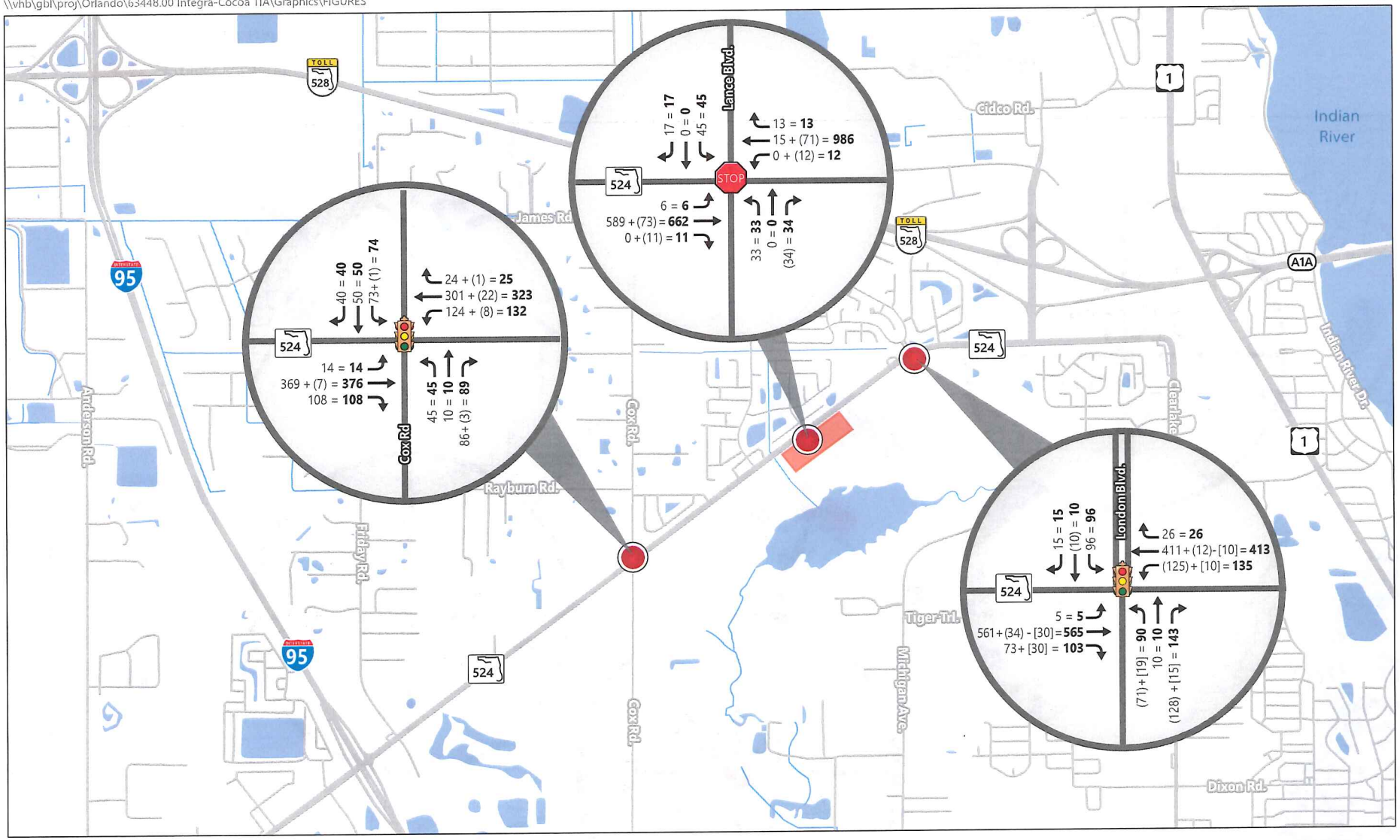
Table 8: Intersection Queue Analysis

Intersection	Mvmnt	95th Percentile Queue Project Trips (feet)	Rounded Queue	Design Speed	Deceleration Length (feet)[1]	Total Turn Lane Length Required	Existing Length	Sufficient
SR 524 at London Blvd	EBT*	488	500	60	405	905	-	Yes
	WBT**	515	525	60	405	930	-	Yes
SR 524 at Lance Blvd/Project Entrance	EBR*	0	0	60	405	405	NEW	New
	WBL**	3	25	60	405	430	NEW	New
	NBLTR*	35	50	30	145	195	NEW	New
SR 524 at Cox Rd	EBT**	340	350	60	405	755	-	Yes
	WBL**	78	100	60	405	505	250	Existing Deficient
	WBT**	275	275	60	405	680	-	Yes
	WBR*	0	0	60	405	405	425	Yes
	NBLTR**	150	150	40	155	305	-	Yes
	SBLTR*	75	75	45	185	260	-	Yes

*Highest Peak Hour (AM)
** Highest Peak Hour (PM)
*** Calculated as a signalized intersection
[1] FDOT Index 301

\\vhb\gbl\proj\Orlando\63448.00 Integra-Cocoa TIA\Graphics\FIGURES

Source: VHB



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Project Location

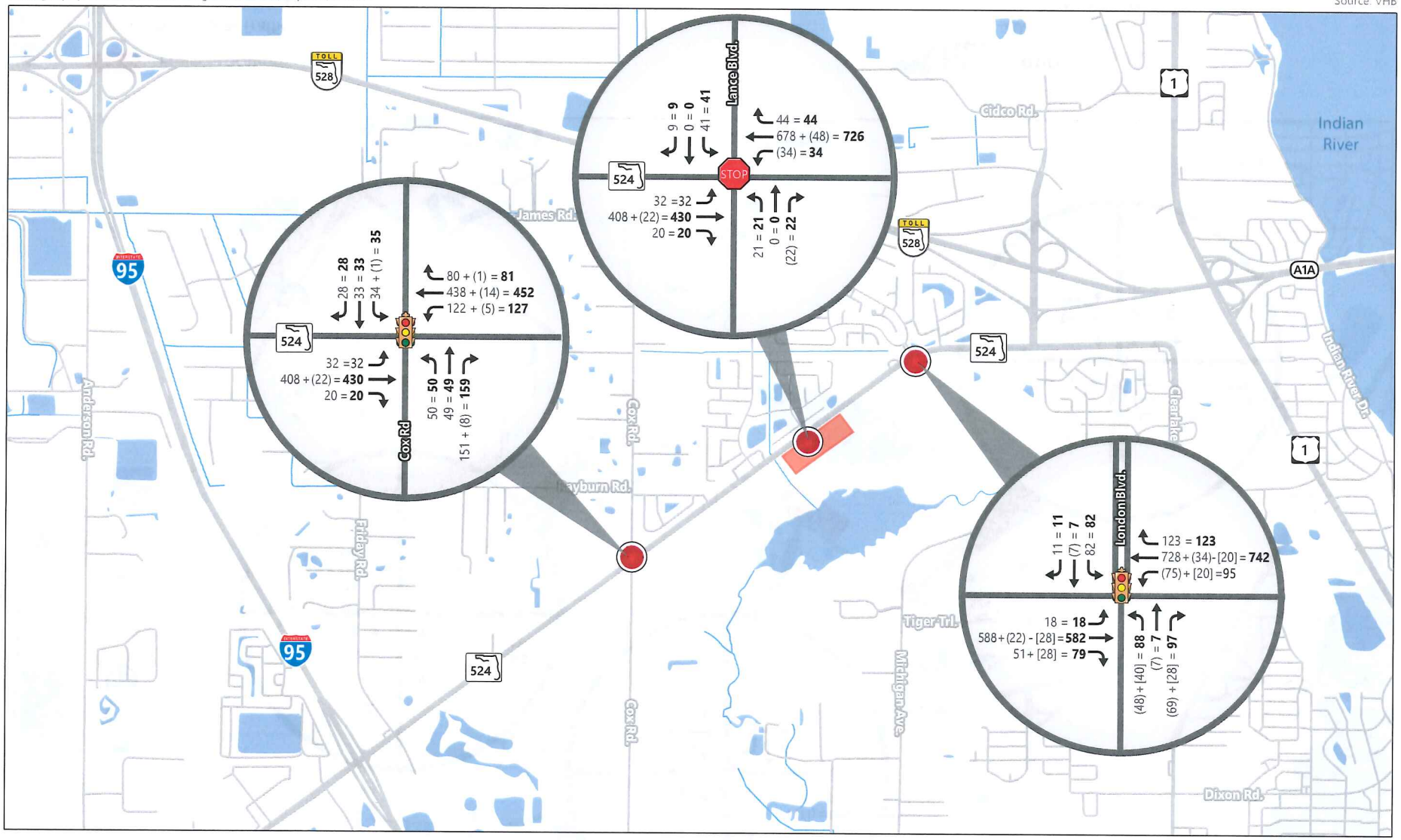
X+(X)+[X] = XX — Total Traffic
- Pass By Traffic
- Project Traffic
- Background Traffic

Figure 4

2021 Future Build
AM Peak Hour Traffic Volumes

\\vhb\gbl\proj\Orlando\63448.00 Integra-Cocoa TIA\Graphics\FIGURES

Source: VHB



N

N.T.S.

Project Location

X+(X)+[X] = **XX** — Total Traffic

- Pass By Traffic
- Project Traffic
- Background Traffic

Figure 5

2021 Future Build
PM Peak Hour Traffic Volumes

4

Conclusions

This traffic analysis has been prepared in support of obtaining concurrency through the City of Cocoa (249 apartments), to be located on the south side of SR 524 between Cox Road and London Boulevard in Cocoa, Florida.

The following is a summary of study findings:

- The proposed development is expected to generate 1,356 new daily trips, 90 new AM peak hour trips (23 in, 67 out), and 110 new PM peak hour trips (67 in, 43 out).
- The existing conditions analysis shows that all study roadways operate at an acceptable level of service.
- The existing signalized intersection analysis reveals that the study intersections are operating at an overall LOS B of better.
- The future condition analysis shows that the project driveway will operate with an acceptable LOS. A dedicated eastbound right turn lane and a dedicated westbound left turn lane are recommended to be constructed.
- The signalized intersections AM and PM peak hour future build condition operates at an acceptable level of service.
- The analysis concludes that all study area roadways exhibit traffic volumes lower than their respective maximum service.

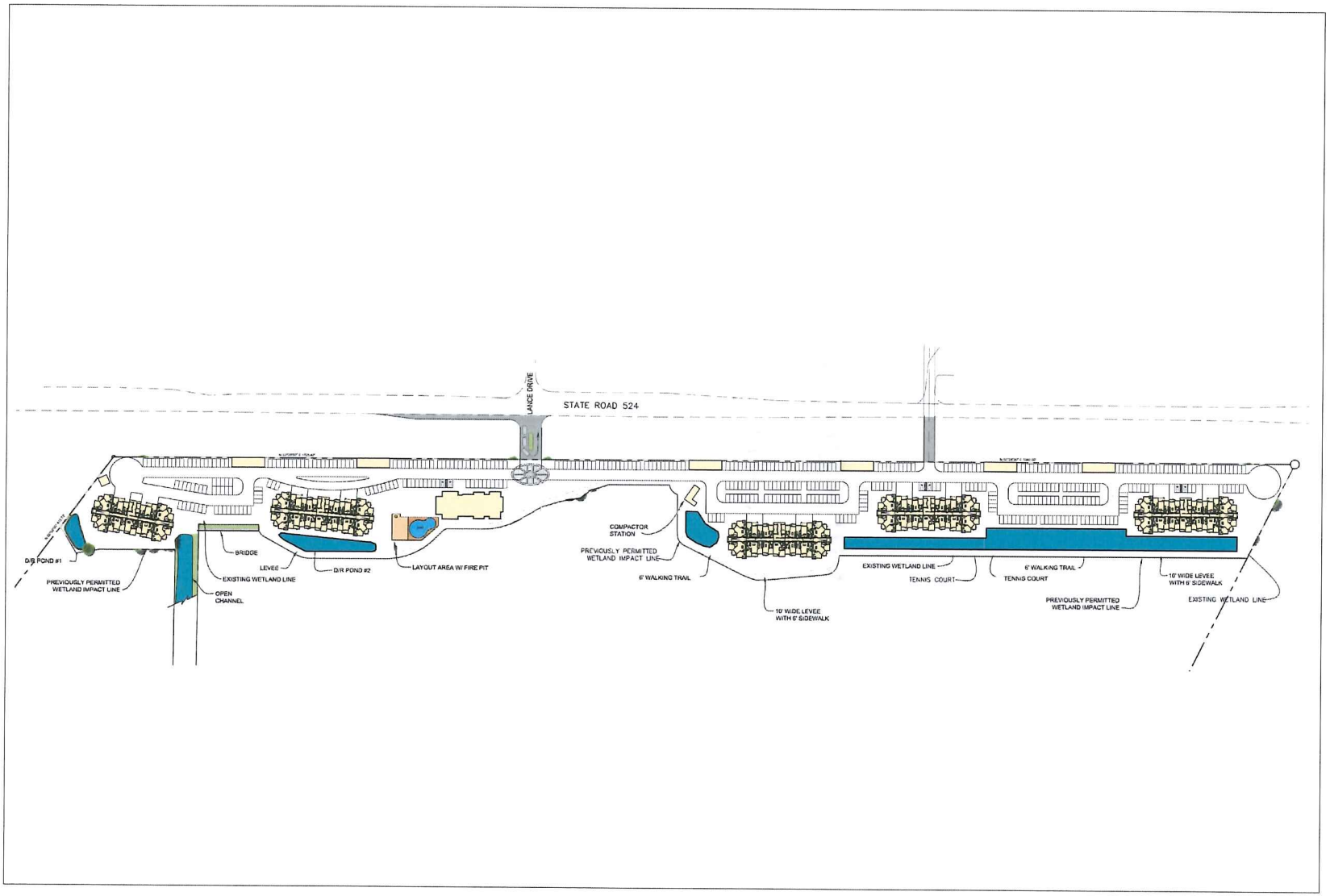
Recommendations:

- Construct a 405′ eastbound right turn lane at the intersection of SR 524 and Lance Boulevard/Project Entrance.
- Construct a 430′ westbound left turn lane at the intersection of SR 524 and Lance Boulevard/Project Entrance.
- Restripe the westbound left turn lane at SR 524 and Cox Road to be 505′.

APPENDICES

APPENDIX A

Site Plan



DATA

UNIT TOTAL

1 - BEDROOM	99
2 - BEDROOM	118
3 - BEDROOM	32
TOTAL	**249**

PARKING TOTAL

SURFACE (9X19)	433
GARAGES	66
TOTAL	**499**
SPACES PER UNIT	**2.0**

TOTAL ACREAGE

13.14 acres

N

Integra Cocoa

CONCEPTUAL SITE PLAN January 24, 2019

charlan brock & associates

ILC INTEGRA LAND COMPANY

APPENDIX B

ITE Trip Generation Summary Sheets

Multifamily Housing (Mid-Rise)
(221)

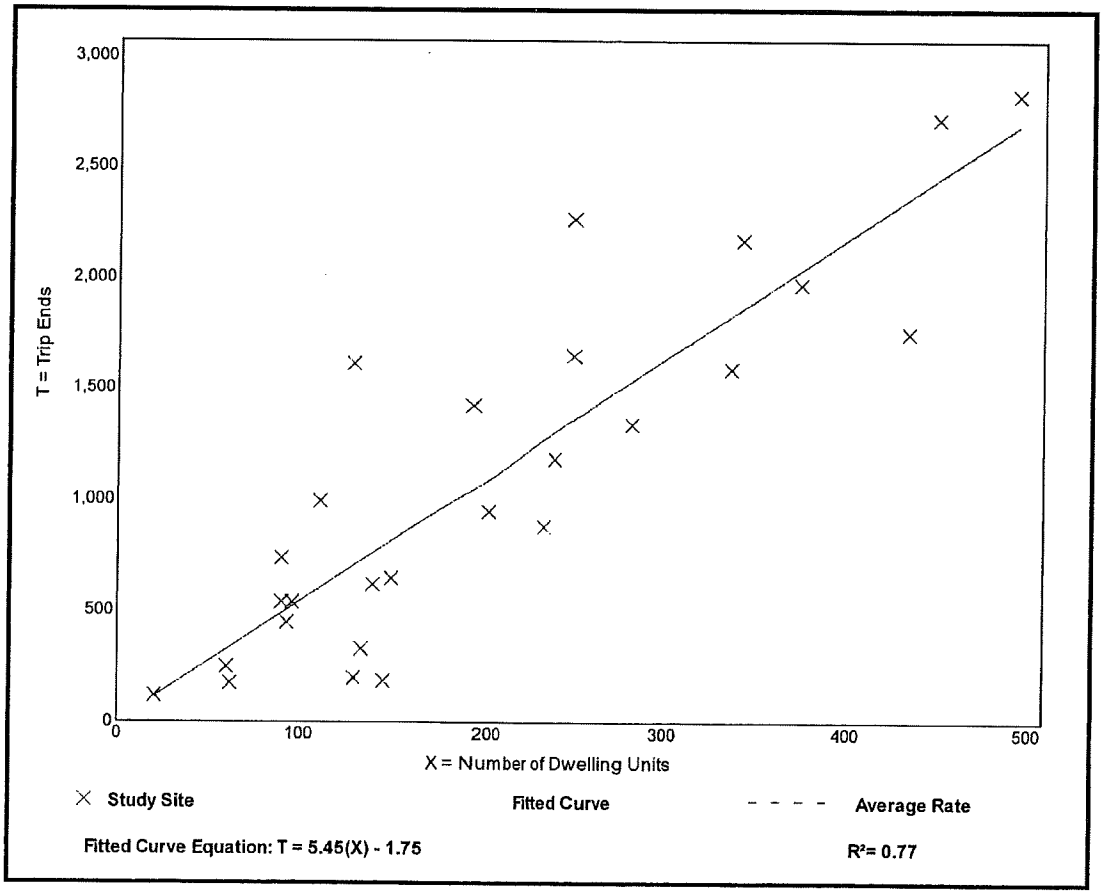
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 27
Avg. Num. of Dwelling Units: 205
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
5.44	1.27 - 12.50	2.03

Data Plot and Equation



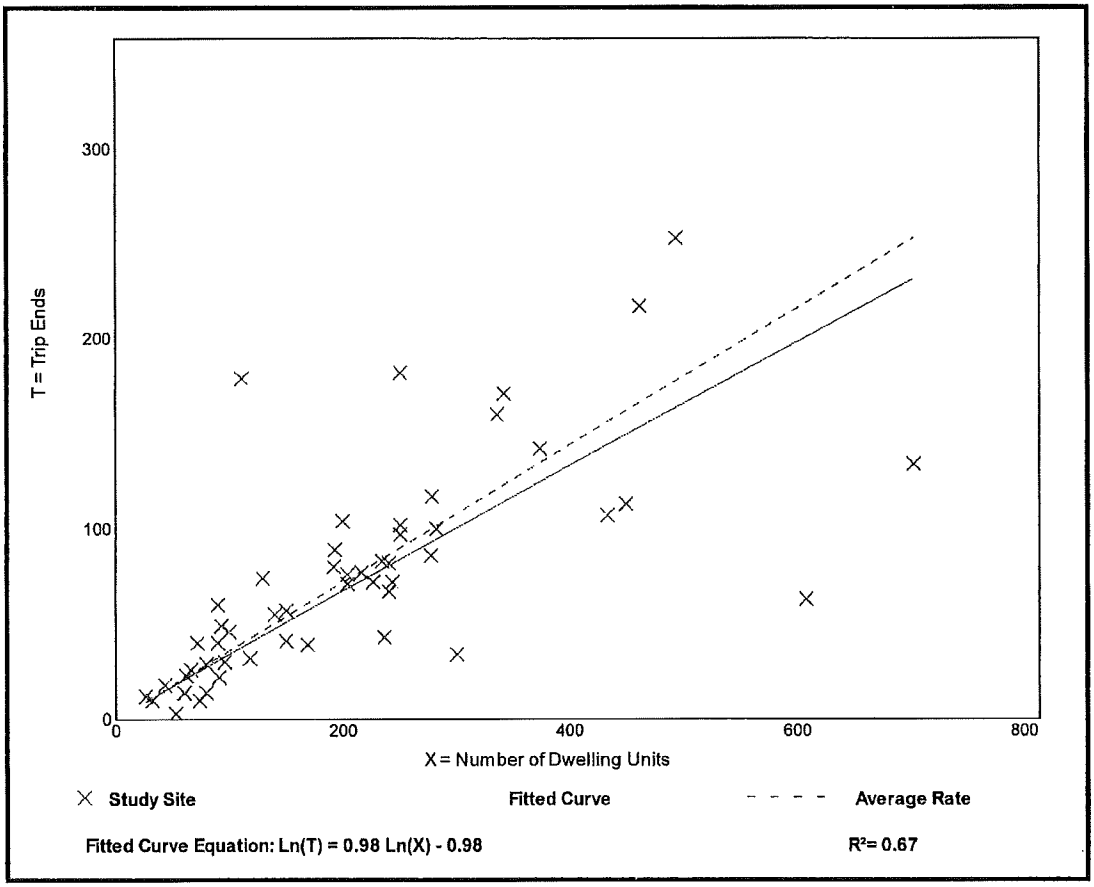
Multifamily Housing (Mid-Rise)
(221)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 53
Avg. Num. of Dwelling Units: 207
Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.06 - 1.61	0.19

Data Plot and Equation



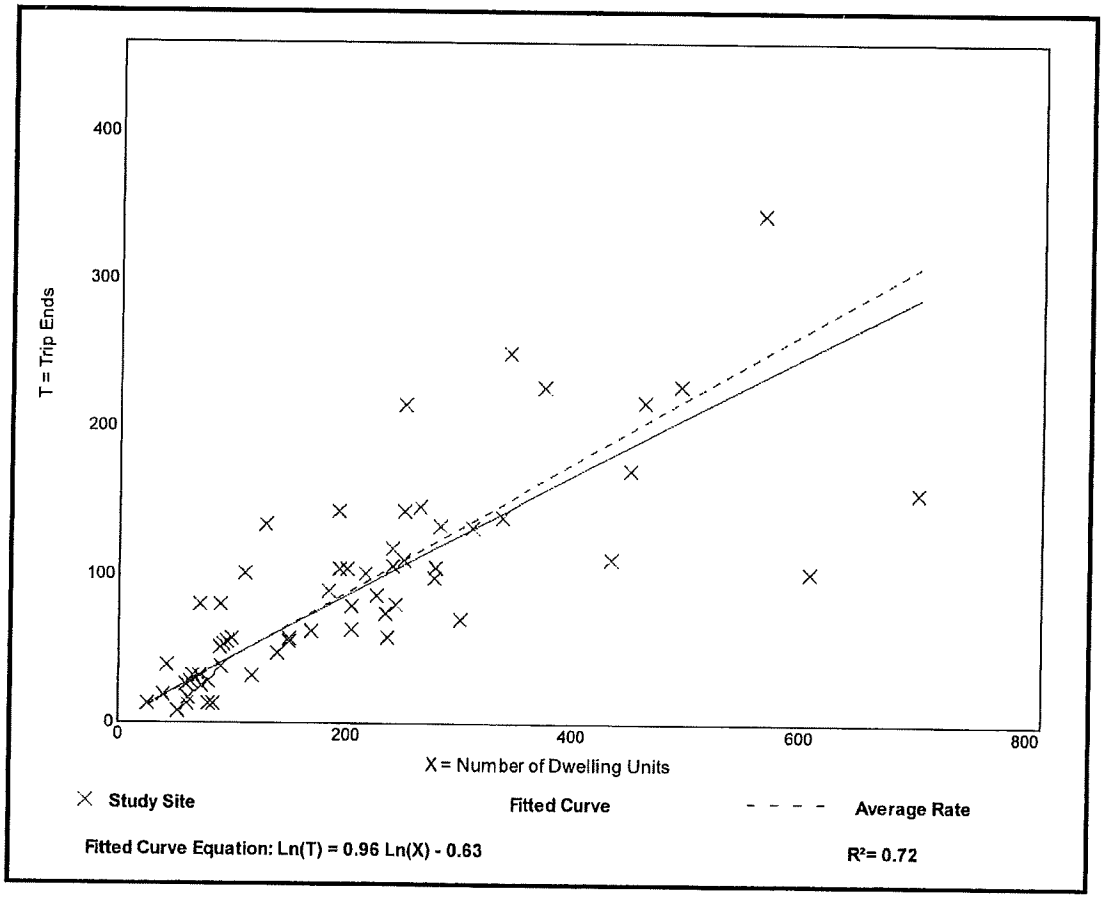
Multifamily Housing (Mid-Rise)
(221)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 60
Avg. Num. of Dwelling Units: 208
Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.44	0.15 - 1.11	0.19

Data Plot and Equation



APPENDIX C

CFRPM Travel Demand Model Plot



(Licensed to Vanasse Hangen Brustlin Inc)

APPENDIX D

Traffic Count Data

Roadway Count Summary

Vanasse Hangen Brustlin, Inc.

County	Bevard	**City**	Cocoa
Intersection	SR 524		& London Blvd
Date	July 27, 2018		**All Vehicles**
Time Period	7:00 to 9:00		

VHB Project #: 63290

Time Period	Northbound			Southbound		
	Left	Through	Right	Left	Through	Right
7:00 - 7:15	0	0	0	15	0	5
7:15 - 7:30	0	0	0	17	0	2
7:30 - 7:45	0	0	0	19	0	5
7:45 - 8:00	0	0	0	22	0	3
8:00 - 8:15	0	0	0	29	0	4
8:15 - 8:30	0	0	0	24	0	5
8:30 - 8:45	0	0	0	13	0	2
8:45 - 9:00	0	0	0	23	0	3
	0	0	0	162	0	29

Time Period	Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right
7:00 - 7:15	0	101	0	0	62	2
7:15 - 7:30	0	113	0	0	81	4
7:30 - 7:45	1	134	0	0	90	1
7:45 - 8:00	2	133	0	0	93	5
8:00 - 8:15	0	108	0	0	72	4
8:15 - 8:30	2	129	0	0	79	7
8:30 - 8:45	0	122	0	0	116	7
8:45 - 9:00	1	125	0	0	78	8
	6	965	0	0	671	38

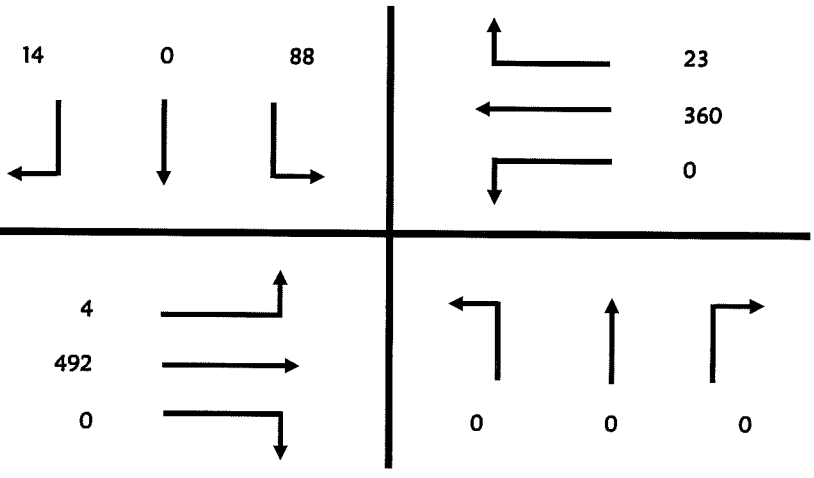
North / South
SR 524

East / West
London Blvd

Peak Hour
7:45 - 8:45

Peak Hour Factor
0.94

Total Pk Hr Voume
981



Roadway Count Summary

Vanasse Hangen Brustlin, Inc.

County	Bevard	**City**	Cocoa
Intersection	SR 524	&	London Blvd
Date	July 27, 2018		**All Vehicles**
Time Period	16:00 to 18:00		

VHB Project #: 63290

Time Period	Northbound			Southbound		
	Left	Through	Right	Left	Through	Right
16:00 - 16:15	0	0	0	14	0	1
16:15 - 16:30	0	0	0	5	0	0
16:30 - 16:45	0	0	0	19	0	2
16:45 - 17:00	0	0	0	17	0	1
17:00 - 17:15	0	0	0	16	0	4
17:15 - 17:30	0	0	0	23	0	3
17:30 - 17:45	0	0	0	17	0	4
17:45 - 18:00	0	0	0	13	0	2
	0	0	0	124	0	17

Time Period	Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right
16:00 - 16:15	5	142	0	0	134	17
16:15 - 16:30	3	88	0	0	181	27
16:30 - 16:45	2	122	0	0	174	26
16:45 - 17:00	1	128	0	0	146	18
17:00 - 17:15	9	127	0	0	165	25
17:15 - 17:30	4	140	0	0	153	39
17:30 - 17:45	2	131	0	0	165	21
17:45 - 18:00	7	127	0	0	111	25
	33	1,005	0	0	1,229	198

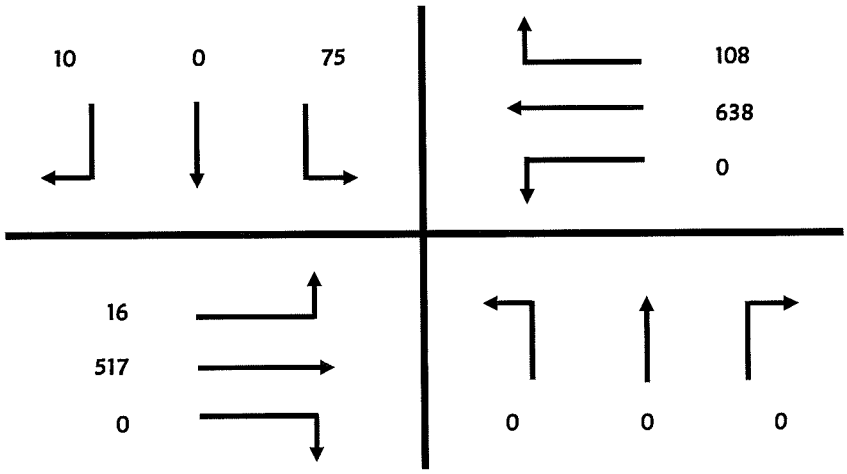
North / South
SR 524

East / West
London Blvd

Peak Hour
16:30 - 17:30

Peak Hour Factor
0.94

Total Pk Hr Voume
1,364



Roadway Count Summary

Vanasse Hangen Brustlin, Inc.

County	Brevard	**City**	cocoa
Intersection	SR 524	**&**	Cox Road
Date	January 23, 2019		**All Vehicles**
		VHB Project #:	81936.19

AM Peak Hour

Time Period	Northbound			Southbound			Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
7:00 AM - 7:15 AM	5	2	10	9	7	8	0	64	19	19	63	6
7:15 AM - 7:30 AM	3	2	12	11	8	8	1	87	26	26	61	1
7:30 AM - 7:45 AM	6	1	15	20	9	10	2	101	38	28	56	3
7:45 AM - 8:00 AM	12	4	18	19	11	13	5	83	31	41	64	3
8:00 AM - 8:15 AM	14	3	23	15	13	4	3	81	21	32	90	10
8:15 AM - 8:30 AM	10	1	24	14	14	10	3	79	11	15	71	6
8:30 AM - 8:45 AM	6	4	16	14	12	6	4	79	14	25	76	11
8:45 AM - 9:00 AM	4	4	16	9	9	7	3	74	6	20	59	7
TOTAL	60	21	134	111	83	66	21	648	166	206	540	47
Peak Hour												
7:30 AM - 8:30 AM	**42**	**9**	**80**	**68**	**47**	**37**	**13**	**344**	**101**	**116**	**281**	**22**

Mid-day

Time Period	Northbound			Southbound			Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
11:00 AM - 11:15 AM	5	8	20	10	4	6	1	67	7	21	72	9
11:15 AM - 11:30 AM	8	2	26	11	5	4	4	88	7	27	64	11
11:30 AM - 11:45 AM	10	4	17	16	4	2	2	55	10	25	59	15
11:45 AM - 12:00 PM	8	4	36	11	6	6	7	75	8	26	69	11
12:00 PM - 12:15 PM	16	7	46	8	11	2	3	83	11	25	78	13
12:15 PM - 12:30 PM	9	7	29	8	7	4	3	66	11	36	82	14
12:30 PM - 12:45 PM	8	5	27	12	13	5	2	75	9	23	81	12
12:45 PM - 1:00 PM	12	6	25	6	11	3	6	80	9	36	70	14
TOTAL	76	43	226	82	61	32	28	589	72	219	575	99
Peak Hour												
12:00 PM - 1:00 PM	**45**	**25**	**127**	**34**	**42**	**14**	**14**	**304**	**40**	**120**	**311**	**53**

PM Peak Hour

Time Period	Northbound			Southbound			Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
2:00 PM - 2:15 PM	0	0	0	0	0	0	0	0	0	0	0	0
2:15 PM - 2:30 PM	0	0	0	0	0	0	0	0	0	0	0	0
2:30 PM - 2:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
2:45 PM - 3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM - 3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:15 PM - 3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:30 PM - 3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:45 PM - 4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM - 4:15 PM	47	12	55	12	9	5	9	77	11	21	115	22
4:15 PM - 4:30 PM	9	9	22	15	4	6	5	84	6	20	106	18
4:30 PM - 4:45 PM	6	13	31	14	7	3	10	106	8	28	96	22
4:45 PM - 5:00 PM	7	12	23	15	4	6	4	87	6	24	97	16
5:00 PM - 5:15 PM	21	10	55	12	5	6	6	88	3	22	106	21
5:15 PM - 5:30 PM	9	7	32	8	10	4	11	105	8	24	93	19
5:30 PM - 5:45 PM	12	21	29	7	10	9	7	88	4	30	100	21
5:45 PM - 6:00 PM	5	8	25	5	6	7	6	100	4	38	110	14
TOTAL	116	92	272	88	55	46	58	735	50	207	823	153
Peak Hour												
5:00 PM - 6:00 PM	**47**	**46**	**141**	**32**	**31**	**26**	**30**	**381**	**19**	**114**	**409**	**75**

Roadway Count Summary

Vanasse Hangen Brustlin, Inc.

County Brevard **City** cocoa

Intersection SR 524 **&** Lance Blvd

Date January 23, 2019 **All Vehicles**

VHB Project #: 81936.19

AM Peak Hour

Time Period	Northbound			Southbound			Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
7:00 AM - 7:15 AM	0	0	0	7	0	4	0	99	0	0	72	2
7:15 AM - 7:30 AM	0	0	0	9	0	7	0	128	0	0	77	2
7:30 AM - 7:45 AM	0	0	0	13	0	4	0	149	0	0	68	1
7:45 AM - 8:00 AM	0	0	0	10	0	4	2	144	0	0	105	2
8:00 AM - 8:15 AM	0	0	0	8	0	3	2	129	0	0	119	4
8:15 AM - 8:30 AM	0	0	0	11	0	5	2	128	0	0	95	5
8:30 AM - 8:45 AM	0	0	0	5	0	2	1	116	0	0	101	7
8:45 AM - 9:00 AM	0	0	0	8	0	0	0	107	0	0	97	6
TOTAL	0	0	0	71	0	29	7	1,000	0	0	734	29
Peak Hour												
7:30 AM - 8:30 AM	**0**	**0**	**0**	**42**	**0**	**16**	**6**	**550**	**0**	**0**	**387**	**12**

Mid-day

Time Period	Northbound			Southbound			Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
11:00 AM - 11:15 AM	0	0	0	9	0	0	1	107	0	0	98	4
11:15 AM - 11:30 AM	0	0	0	3	0	2	0	125	0	0	108	8
11:30 AM - 11:45 AM	0	0	0	4	0	4	0	109	0	0	102	3
11:45 AM - 12:00 PM	0	0	0	4	0	1	0	125	0	0	118	3
12:00 PM - 12:15 PM	0	0	0	3	0	1	1	137	0	0	123	5
12:15 PM - 12:30 PM	0	0	0	7	0	1	2	103	0	0	124	6
12:30 PM - 12:45 PM	0	0	0	5	0	0	1	112	0	0	126	4
12:45 PM - 1:00 PM	0	0	0	10	0	4	1	114	0	0	117	6
TOTAL	0	0	0	45	0	13	6	932	0	0	916	39
Peak Hour												
12:00 PM - 1:00 PM	**0**	**0**	**0**	**25**	**0**	**6**	**5**	**466**	**0**	**0**	**490**	**21**

PM Peak Hour

Time Period	Northbound			Southbound			Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
2:00 PM - 2:15 PM	0	0	0	0	0	0	0	0	0	0	0	0
2:15 PM - 2:30 PM	0	0	0	0	0	0	0	0	0	0	0	0
2:30 PM - 2:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
2:45 PM - 3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM - 3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:15 PM - 3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:30 PM - 3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:45 PM - 4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM - 4:15 PM	0	0	0	5	0	6	4	139	0	0	165	13
4:15 PM - 4:30 PM	0	0	0	6	0	2	4	123	0	0	160	11
4:30 PM - 4:45 PM	0	0	0	5	0	2	4	141	0	0	151	8
4:45 PM - 5:00 PM	0	0	0	10	0	3	3	122	0	1	153	17
5:00 PM - 5:15 PM	0	0	0	9	0	2	2	162	0	0	164	13
5:15 PM - 5:30 PM	0	0	0	7	0	2	4	146	0	0	151	7
5:30 PM - 5:45 PM	0	0	0	11	0	4	4	112	0	0	176	13
5:45 PM - 6:00 PM	0	0	0	12	0	1	5	128	0	0	161	9
TOTAL	0	0	0	65	0	22	30	1,073	0	1	1,281	91
Peak Hour												
5:00 PM - 6:00 PM	**0**	**0**	**0**	**39**	**0**	**9**	**15**	**548**	**0**	**0**	**652**	**42**

APPENDIX E

Signal Timings

Changed Yellow & Red times per FDOT

Phase Times [1.1.1]

	1	2	3	4	5	6	7	8
Min Green		10		7		10		7
Gap, Ext		3		3		3		3
Max 1		60		30		60		30
Max 2		75		40		75		40
Yel Clearance		~~4.7~~ 5.2		~~4~~ 3.4		~~4.7~~ 5.1		4
Red Clearance		2		2.5		2		2
Walk						5		
Ped Clearance						27		
Red Revert								
Add Initial								
Max Initial								
Time B4 Reduct								
Cars B4 Reduct								
Time To Reduce								
Reduce By								
Min Gap								
DyMaxLim								
Max Step								

Phase Options [1.1.2]

	1	2	3	4	5	6	7	8
Enable		1		1		1		
Min Recall		1				1		
Max Recall								
Ped Recall								
Soft Recall								
Lock Calls		1				1		
Auto Flash Entry								1
Auto Flash Exit		1				1		
Dual Entry		1				1		
Enable Simul Gap		1				1		
Gaurant Passage								
Rest In Walk								
Conditon Service								
Non-Actuated 1								
Non-Actuated 2								
Add Init Calc								

Phase Options+ [1.1.3]

Reservice								
Walk Thru Yel								
Skip Red No Call								
Red Rest								
Max II								
Conflicting Phase								
Conflicting Phase	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Omit Yellow								
Ped Out/Olap								
Start Yel, Next Ph								

Auto Flash Parms [1.4.1]

Flash Parameter		Clearance Time	
Mode	VOT_MON	Yellow	45
		Red	30

Auto Flash, Phases/Overlaps [1.4.2]

Yel (phases)	2	6						
Yel (overlaps)								

SR 524 & London Blvd (ID 1019) (Standard File)

01/13/14 Speed Limit = 45 Miles

Detector, Vehicle Parameters 1-24 [5.1]

Det#	Call Φ	Switch Φ	Delay	Extend	Queue	NoAct	MaxPres	ErrCnt	FailTime
1	1						15	70	1
2	2						15	70	15
3	3						15	70	15
4	4						15	70	15
5	5						15	70	15
6	6						15	70	15
7	7						15	70	15
8	8						15	70	15
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									

Detector, Vehicle Parameters 41-64 [5.1]

Det#	Call Φ	Switch Φ	Delay	Extend	Queue	NoAct	MaxPres	ErrCnt	FailTime
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
57									
58									
59									
60									
61									
62									
63									
64									

Signal Clearance Timings

Location: SR 524 & London Blvd.
North/South Street: London Blvd.
East/West Street: SR 524

Section: 70070
MP: 4.194
Maintaining Agency: Cocoa
Controller: Naztec Free

Direction	Width of Intersection measured on Google (ft)	Field verified Width of intersection (ft)	Speed Limit (mph)	Field Measured Slope	Phase	Calculated Yellow Clearance (sec)	Existing Yellow Clearance (sec)	Proposed Yellow Clearance (sec)	Calculated Red Clearance* (sec)	Existing Red Clearance (sec)	Proposed Red Clearance (sec)	Width of Crosswalk (ft)	Existing Ped Walk (sec)	Existing Ped Clearance (sec)	Calcultated Ped Clearance Timing (sec)	Proposed Ped Clearance Timing (sec)
SBL	108		25		4	3.3	4.0	3.4	3.5	2.0	2.5					
SB	N/A	x	25	-0.50%	4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
EBL	78		50		N/A	5.2	5.0	5.2	2.7	2.5	2.0					
EB	88	x	50	-0.50%	2	5.2	5.0	5.2	1.5	2.5	2.0	N/A	N/A	N/A	N/A	N/A
WBL	N/A		50		N/A	N/A	N/A	N/A	N/A	N/A	N/A					
WB	112	x	50	-0.20%	6	5.1	5.0	5.1	1.8	2.5	2.0	91	5	27	26	26

* speed of 25 mph was used for left turn calculation of red clearance time unless speed limit of approach was lower

Field Measurements (Grade)						
Approach Direction	Speed Limit		Dilemma Zone Field Locations			Slope used
			Location A	Location B	Location C	
SB	25	Distance from stop bar (ft)	0	51	102	-0.50%
		Smart level (%)	-0.40%	-0.50%	-0.40%	
EB	50	Distance from stop bar (ft)	0	150	330	-0.50%
		Smart level (%)	0.10%	-0.40%	-0.50%	
WB	50	Distance from stop bar (ft)	0	160	360	-0.20%
		Smart level (%)	-0.20%	-0.10%	-0.20%	

APPENDIX F

Synchro Analysis – Existing Conditions



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	4	507	371	24	91	14
Future Volume (veh/h)	4	507	371	24	91	14
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1752	1618	1767	1870	1870
Adj Flow Rate, veh/h	4	539	395	0	97	15
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	10	19	9	2	2
Cap, veh/h	783	1368	1264		131	116
Arrive On Green	0.78	0.78	0.78	0.00	0.07	0.07
Sat Flow, veh/h	989	1752	1618	1497	1781	1585
Grp Volume(v), veh/h	4	539	395	0	97	15
Grp Sat Flow(s),veh/h/ln	989	1752	1618	1497	1781	1585
Q Serve(g_s), s	0.1	8.8	6.4	0.0	4.8	0.8
Cycle Q Clear(g_c), s	6.5	8.8	6.4	0.0	4.8	0.8
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	783	1368	1264		131	116
V/C Ratio(X)	0.01	0.39	0.31		0.74	0.13
Avail Cap(c_a), veh/h	783	1368	1264		477	424
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh	3.8	3.1	2.9	0.0	40.9	39.0
Incr Delay (d2), s/veh	0.0	0.9	0.1	0.0	8.0	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.0	2.7	1.5	0.0	4.3	0.6
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	3.8	4.0	3.0	0.0	48.8	39.5
LnGrp LOS	A	A	A		D	D
Approach Vol, veh/h		543	395	A	112	
Approach Delay, s/veh		4.0	3.0		47.6	
Approach LOS		A	A		D	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		77.5		12.5		77.5
Change Period (Y+Rc), s		7.2		5.9		* 7.2
Max Green Setting (Gmax), s		52.8		24.1		* 53
Max Q Clear Time (g_c+I1), s		10.8		6.8		8.4
Green Ext Time (p_c), s		3.2		0.2		2.2

Intersection Summary	
HCM 6th Ctrl Delay	8.3
HCM 6th LOS	A

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.
Unsignalized Delay for [WBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	0.8

Movement	SEL	SER	NEL	NET	SWT	SWR
Lane Configurations						
Traffic Vol, veh/h	42	16	6	550	387	12
Future Vol, veh/h	42	16	6	550	387	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	125	-	-	350
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	6	2	7	15	2
Mvmt Flow	44	17	6	579	407	13

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	998	407	420	0	-	0
Stage 1	407	-	-	-	-	-
Stage 2	591	-	-	-	-	-
Critical Hdwy	6.42	6.26	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.354	2.218	-	-	-
Pot Cap-1 Maneuver	270	636	1139	-	-	-
Stage 1	672	-	-	-	-	-
Stage 2	553	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	269	636	1139	-	-	-
Mov Cap-2 Maneuver	461	-	-	-	-	-
Stage 1	669	-	-	-	-	-
Stage 2	553	-	-	-	-	-

Approach	SE	NE	SW
HCM Control Delay, s	13.2	0.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NEL	NET	SELn1	SWT	SWR
Capacity (veh/h)	1139	-	499	-	-
HCM Lane V/C Ratio	0.006	-	0.122	-	-
HCM Control Delay (s)	8.2	-	13.2	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.4	-	-

Movement	NBL	NBT	NBR	SBL	SBT	SBR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (veh/h)	42	9	80	68	47	37	13	344	101	116	281	22
Future Volume (veh/h)	42	9	80	68	47	37	13	344	101	116	281	22
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1737	1737	1737	1826	1826	1826	1870	1752	1841	1856	1633	1870
Adj Flow Rate, veh/h	45	10	85	72	50	39	14	366	0	123	299	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	11	11	11	5	5	5	2	10	4	3	18	2
Cap, veh/h	246	80	381	353	239	161	402	457		314	667	
Arrive On Green	0.44	0.44	0.44	0.44	0.44	0.44	0.26	0.26	0.00	0.07	0.41	0.00
Sat Flow, veh/h	377	181	862	602	541	365	1080	1752	1560	1767	1633	1585
Grp Volume(v), veh/h	140	0	0	161	0	0	14	366	0	123	299	0
Grp Sat Flow(s),veh/h/ln	1420	0	0	1509	0	0	1080	1752	1560	1767	1633	1585
Q Serve(g_s), s	0.0	0.0	0.0	0.1	0.0	0.0	0.6	11.7	0.0	2.8	8.0	0.0
Cycle Q Clear(g_c), s	3.3	0.0	0.0	3.4	0.0	0.0	0.6	11.7	0.0	2.8	8.0	0.0
Prop In Lane	0.32		0.61	0.45		0.24	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	706	0	0	753	0	0	402	457		314	667	
V/C Ratio(X)	0.20	0.00	0.00	0.21	0.00	0.00	0.03	0.80		0.39	0.45	
Avail Cap(c_a), veh/h	706	0	0	753	0	0	849	1182		466	1483	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	10.3	0.0	0.0	10.3	0.0	0.0	16.6	20.7	0.0	14.7	12.9	0.0
Incr Delay (d2), s/veh	0.6	0.0	0.0	0.6	0.0	0.0	0.0	3.3	0.0	0.8	0.5	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	1.9	0.0	0.0	2.1	0.0	0.0	0.2	7.6	0.0	1.7	4.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.9	0.0	0.0	11.0	0.0	0.0	16.6	24.0	0.0	15.5	13.3	0.0
LnGrp LOS	B	A	A	B	A	A	B	C		B	B	
Approach Vol, veh/h		140			161			380	A		422	A
Approach Delay, s/veh		10.9			11.0			23.8			14.0	
Approach LOS		B			B			C			B	

Timer - Assigned Phs	2	3	4		6		8					
Phs Duration (G+Y+Rc), s	31.0	8.9	20.2		31.0		29.0					
Change Period (Y+Rc), s	4.5	4.5	4.5		4.5		4.5					
Max Green Setting (Gmax), s	26.5	9.5	40.5		26.5		54.5					
Max Q Clear Time (g_c+I1), s	5.3	4.8	13.7		5.4		10.0					
Green Ext Time (p_c), s	0.7	0.1	1.9		0.8		1.6					

Intersection Summary	
HCM 6th Ctrl Delay	16.5
HCM 6th LOS	B

Notes

Unsignalized Delay for [NER, SWR] is excluded from calculations of the approach delay and intersection delay.

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	16	531	657	111	77	10
Future Volume (veh/h)	16	531	657	111	77	10
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1796	1856	1870	1870	1870
Adj Flow Rate, veh/h	17	565	699	0	82	11
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	7	3	2	2	2
Cap, veh/h	568	1409	1455		125	111
Arrive On Green	0.78	0.78	0.78	0.00	0.07	0.07
Sat Flow, veh/h	747	1796	1856	1585	1781	1585
Grp Volume(v), veh/h	17	565	699	0	82	11
Grp Sat Flow(s),veh/h/ln	747	1796	1856	1585	1781	1585
Q Serve(g_s), s	0.7	8.9	11.7	0.0	4.0	0.6
Cycle Q Clear(g_c), s	12.5	8.9	11.7	0.0	4.0	0.6
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	568	1409	1455		125	111
V/C Ratio(X)	0.03	0.40	0.48		0.66	0.10
Avail Cap(c_a), veh/h	568	1409	1455		477	424
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh	5.5	3.1	3.4	0.0	40.8	39.2
Incr Delay (d2), s/veh	0.1	0.9	0.2	0.0	5.7	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.2	2.7	3.0	0.0	3.5	0.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	5.6	3.9	3.6	0.0	46.5	39.6
LnGrp LOS	A	A	A		D	D
Approach Vol, veh/h		582	699	A	93	
Approach Delay, s/veh		4.0	3.6		45.7	
Approach LOS		A	A		D	

Timer - Assigned Phs		2		4		6
Phs Duration (G+Y+Rc), s		77.8		12.2		77.8
Change Period (Y+Rc), s		7.2		5.9		* 7.2
Max Green Setting (Gmax), s		52.8		24.1		* 53
Max Q Clear Time (g_c+I1), s		14.5		6.0		13.7
Green Ext Time (p_c), s		3.5		0.2		4.6

Intersection Summary	
HCM 6th Ctrl Delay	6.6
HCM 6th LOS	A

Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.
Unsignalized Delay for [WBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	0.7

Movement	SEL	SER	NEL	NET	SWT	SWR
Lane Configurations						
Traffic Vol, veh/h	39	9	15	548	652	42
Future Vol, veh/h	39	9	15	548	652	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	125	-	-	350
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	13	7	5	3	2
Mvmt Flow	42	10	16	589	701	45

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1322	701	746	0	-	0
Stage 1	701	-	-	-	-	-
Stage 2	621	-	-	-	-	-
Critical Hdwy	6.42	6.33	4.17	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.417	2.263	-	-	-
Pot Cap-1 Maneuver	173	421	840	-	-	-
Stage 1	492	-	-	-	-	-
Stage 2	536	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	170	421	840	-	-	-
Mov Cap-2 Maneuver	370	-	-	-	-	-
Stage 1	483	-	-	-	-	-
Stage 2	536	-	-	-	-	-

Approach	SE	NE	SW
HCM Control Delay, s	16	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NEL	NET	SELn1	SWT	SWR
Capacity (veh/h)	840	-	379	-	-
HCM Lane V/C Ratio	0.019	-	0.136	-	-
HCM Control Delay (s)	9.4	-	16	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.5	-	-

Movement	NBL	NBT	NBR	SBL	SBT	SBR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (veh/h)	47	46	141	32	31	26	30	381	19	114	409	75
Future Volume (veh/h)	47	46	141	32	31	26	30	381	19	114	409	75
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1856	1856	1856	1870	1796	1811	1737	1856	1870
Adj Flow Rate, veh/h	50	49	150	34	33	28	32	405	0	121	435	0
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	2	2	3	3	3	2	7	6	11	3	2
Cap, veh/h	171	181	433	287	274	203	334	494		286	770	
Arrive On Green	0.45	0.45	0.45	0.45	0.45	0.45	0.27	0.27	0.00	0.07	0.42	0.00
Sat Flow, veh/h	234	404	966	474	611	454	954	1796	1535	1654	1856	1585
Grp Volume(v), veh/h	249	0	0	95	0	0	32	405	0	121	435	0
Grp Sat Flow(s),veh/h/ln	1604	0	0	1539	0	0	954	1796	1535	1654	1856	1585
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	1.7	13.9	0.0	3.2	11.8	0.0
Cycle Q Clear(g_c), s	6.3	0.0	0.0	2.1	0.0	0.0	4.3	13.9	0.0	3.2	11.8	0.0
Prop In Lane	0.20		0.60	0.36		0.29	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	785	0	0	764	0	0	334	494		286	770	
V/C Ratio(X)	0.32	0.00	0.00	0.12	0.00	0.00	0.10	0.82		0.42	0.56	
Avail Cap(c_a), veh/h	785	0	0	764	0	0	630	1051		381	1452	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	11.8	0.0	0.0	10.6	0.0	0.0	19.9	22.3	0.0	16.0	14.7	0.0
Incr Delay (d2), s/veh	1.1	0.0	0.0	0.3	0.0	0.0	0.1	3.4	0.0	1.0	0.7	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	4.0	0.0	0.0	1.3	0.0	0.0	0.6	9.1	0.0	1.9	7.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	12.8	0.0	0.0	10.9	0.0	0.0	20.0	25.8	0.0	17.0	15.4	0.0
LnGrp LOS	B	A	A	B	A	A	C	C		B	B	
Approach Vol, veh/h		249			95			437	A		556	A
Approach Delay, s/veh		12.8			10.9			25.4			15.7	
Approach LOS		B			B			C			B	

Timer - Assigned Phs	2	3	4	6	8
Phs Duration (G+Y+Rc), s	34.0	9.2	22.6	34.0	31.8
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5
Max Green Setting (Gmax), s	29.5	8.5	38.5	29.5	51.5
Max Q Clear Time (g_c+I1), s	8.3	5.2	15.9	4.1	13.8
Green Ext Time (p_c), s	1.4	0.1	2.2	0.4	2.4

Intersection Summary	
HCM 6th Ctrl Delay	18.0
HCM 6th LOS	B

Notes

Unsignalized Delay for [NER, SWR] is excluded from calculations of the approach delay and intersection delay.

APPENDIX G

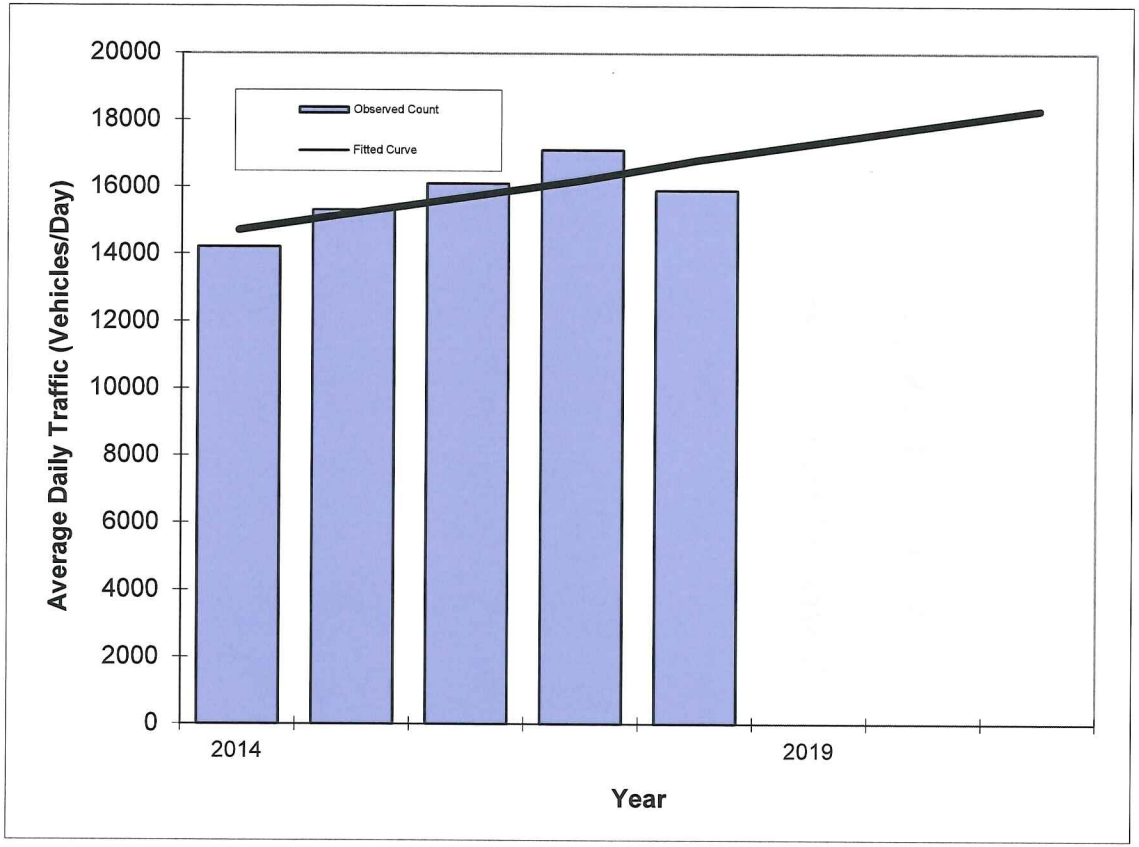
Historical Trend Analysis

Traffic Trends - V3.0

0

FIN#	439136-1
Location	2

County:	Brevard (70)
Station #:	0426
Highway:	SR 524



Year	Traffic (ADT/AADT) Count*	Trend**
2014	14200	14700
2015	15300	15200
2016	16100	15700
2017	17100	16200
2018	15900	16800
2019 Opening Year Trend		
2019	N/A	17300
2020 Mid-Year Trend		
2020	N/A	17800
2021 Design Year Trend		
2021	N/A	18300
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	520
Trend R-squared:	59.19%
Trend Annual Historic Growth Rate:	3.57%
Trend Growth Rate (2018 to Design Year):	2.98%
Printed:	16-Apr-19
Straight Line Growth Option	

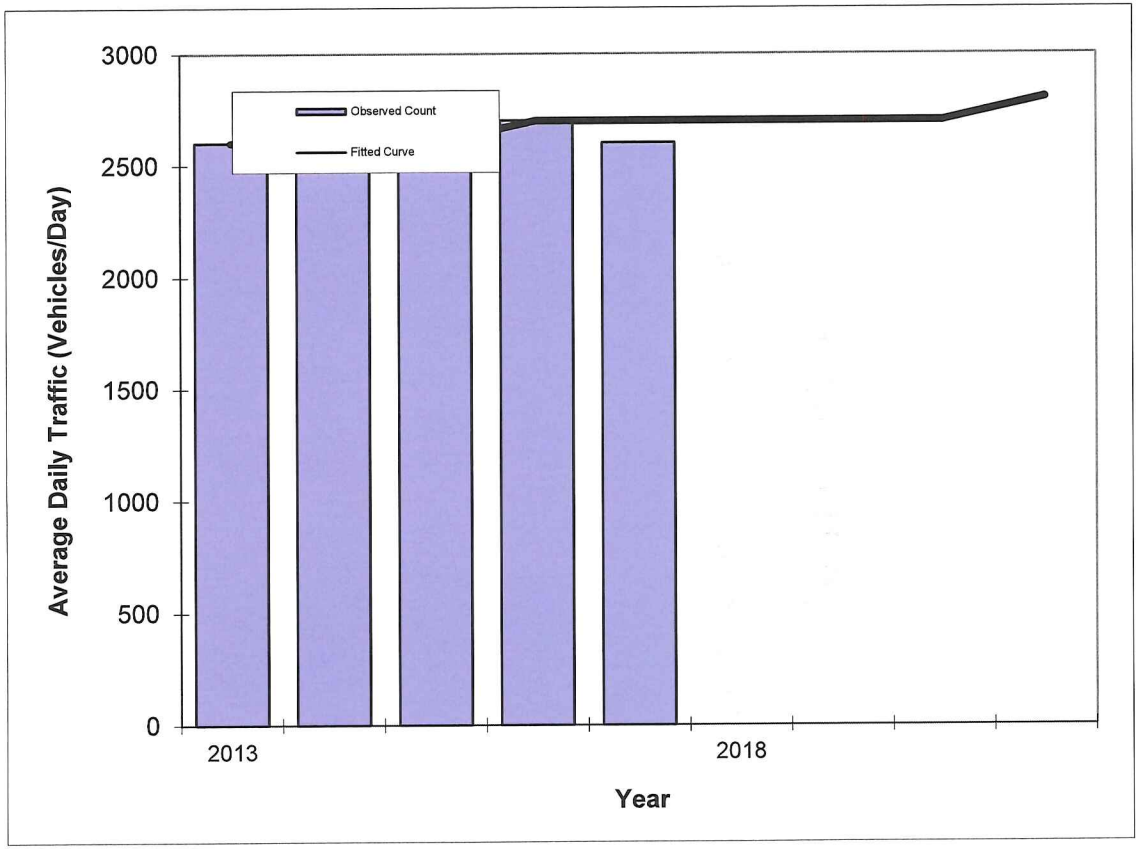
*Axle-Adjusted

Traffic Trends - V3.0

0

FIN#	439136-1
Location	2

County:	Brevard (70)
Station #:	0426
Highway:	COX Rd



Year	Traffic (ADT/AADT) Count*	Trend**
2013	2600	2600
2014	2500	2600
2015	2800	2600
2016	2700	2700
2017	2600	2700
2019 Opening Year Trend		
2019	N/A	2700
2020 Mid-Year Trend		
2020	N/A	2700
2021 Design Year Trend		
2021	N/A	2800
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	20
Trend R-squared:	7.69%
Trend Annual Historic Growth Rate:	0.96%
Trend Growth Rate (2017 to Design Year):	0.93%
Printed:	18-Apr-19

Straight Line Growth Option

***Axle-Adjusted**

APPENDIX H

Intersection Volume Derivation

Table 2
Integra Cocoa
2021 Intersection Analysis Summary

SR 524 at London Blvd

AM PEAK HOUR

		Existing Seasonally Adj.	Grown	Project In / Out	Project Dist.	Project Traffic	London Cove Traffic Project Trips	London Cove Traffic Passby Total	AM Total
EB									
Rate	Left	4	5			0			5
3.6%	Thru	507	561	O	51.32%	34		-30	565
	Right	0	0			0	73	30	103
WB									
Rate	Left	0	0			0	125	10	135
3.6%	Thru	371	411	I	51.32%	12		-10	413
	Right	24	26			0			26
NB									
Rate	Left	0	0			0	71	19	90
2.0%	Thru	0	0			0	10		10
	Right	0	0			0	128	15	143
SB									
Rate	Left	91	96			0			96
2.0%	Thru	0	0			0	10		10
	Right	14	15			0			15

PM PEAK HOUR

		Existing Seasonally Adj.	Grown	Project In / Out	Project Dist.	Project Traffic	London Cove Traffic Project Trips	London Cove Traffic Passby Total	PM Total
EB									
Rate	Left	16	18			0			18
3.6%	Thru	531	588	O	51.32%	22		-28	582
	Right	0	0			0	51	28	79
WB									
Rate	Left	0	0			0	75	20	95
3.6%	Thru	657	728	I	51.32%	34		-20	742
	Right	111	123			0			123
NB									
Rate	Left	0	0			0	48	40	88
2.0%	Thru	0	0			0	7		7
	Right	0	0			0	69	28	97
SB									
Rate	Left	77	82			0			82
2.0%	Thru	0	0			0	7		7
	Right	10	11			0			11

SR 524 at Lance Blvd/ Project Entrance

AM PEAK HOUR

				Project			London Cove Traffic		
		Existing Seasonally Adj.	Grown	In / Out	Dist.	Traffic	Project Trips	Passby Total	AM Total
EB									
Rate	Left	6	6			0			6
3.6%	Thru	550	589			0	73		662
	Right	0	0	I	48.68%	11			11
WB									
Rate	Left	0	0	I	51.32%	12			12
3.6%	Thru	387	415			0	71		486
	Right	12	13			0			13
NB									
Rate	Left	0	0	O	48.68%	33			33
2.0%	Thru	0	0			0			0
	Right	0	0	O	51.32%	34			34
SB									
Rate	Left	42	45			0			45
2.0%	Thru	0	0			0			0
	Right	16	17			0			17

PM PEAK HOUR

				Project			London Cove Traffic		
		Existing Seasonally Adj.	Grown	In / Out	Dist.	Traffic	Project Trips	Passby Total	PM Total
EB									
Rate	Left	15	16			0			16
2.0%	Thru	548	570			0	51		621
	Right	0	0	I	48.68%	33			33
WB									
Rate	Left	0	0	I	51.32%	34			34
2.0%	Thru	652	678			0	48		726
	Right	42	44			0			44
NB									
Rate	Left	0	0	O	48.68%	21			21
2.0%	Thru	0	0			0			0
	Right	0	0	O	51.32%	22			22
SB									
Rate	Left	39	41			0			41
2.0%	Thru	0	0			0			0
	Right	9	9			0			9

SR 524 at Cox Road

AM PEAK HOUR

		Existing Seasonally Adj.	Grown	Project In / Out	Project Dist.	Project Traffic	AM Total
EB							
Rate	Left	13	14			0	14
3.6%	Thru	344	369	I	32.58%	7	376
	Right	101	108			0	108
WB							
Rate	Left	116	124	O	12.09%	8	132
3.6%	Thru	281	301	O	32.58%	22	323
	Right	22	24	O	1.20%	1	25
NB							
Rate	Left	42	45			0	45
2.0%	Thru	9	10			0	10
	Right	80	86	I	12.09%	3	89
SB							
Rate	Left	68	73	I	1.20%	1	74
2.0%	Thru	47	50			0	50
	Right	37	40			0	40

PM PEAK HOUR

		Existing Seasonally Adj.	Grown	Project In / Out	Project Dist.	Project Traffic	PM Total
EB							
Rate	Left	30	32			0	32
3.6%	Thru	381	408	I	32.58%	22	430
	Right	19	20			0	20
WB							
Rate	Left	114	122	O	12.09%	5	127
3.6%	Thru	409	438	O	32.58%	14	452
	Right	75	80	O	1.20%	1	81
NB							
Rate	Left	47	50			0	50
2.0%	Thru	46	49			0	49
	Right	141	151	I	12.09%	8	159
SB							
Rate	Left	32	34	I	1.20%	1	35
2.0%	Thru	31	33			0	33
	Right	26	28			0	28

APPENDIX I

Synchro Analysis – Future Conditions

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	5	565	103	135	413	26	90	10	143	96	10	15
Future Volume (veh/h)	5	565	103	135	413	26	90	10	143	96	10	15
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1752	1870	1870	1618	1767	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	5	595	108	142	435	0	95	11	151	101	11	16
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	10	2	2	19	9	2	2	2	2	2	2
Cap, veh/h	341	883	799	385	947		172	27	369	238	23	392
Arrive On Green	0.01	0.50	0.50	0.09	0.58	0.00	0.25	0.25	0.25	0.25	0.25	0.25
Sat Flow, veh/h	1781	1752	1585	1781	1618	1497	1383	109	1493	752	95	1585
Grp Volume(v), veh/h	5	595	108	142	435	0	95	0	162	112	0	16
Grp Sat Flow(s),veh/h/ln	1781	1752	1585	1781	1618	1497	1383	0	1602	846	0	1585
Q Serve(g_s), s	0.2	33.2	4.7	0.0	19.8	0.0	8.8	0.0	11.0	10.2	0.0	1.0
Cycle Q Clear(g_c), s	0.2	33.2	4.7	0.0	19.8	0.0	29.9	0.0	11.0	21.2	0.0	1.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.93	0.90		1.00
Lane Grp Cap(c), veh/h	341	883	799	385	947		172	0	396	262	0	392
V/C Ratio(X)	0.01	0.67	0.14	0.37	0.46		0.55	0.00	0.41	0.43	0.00	0.04
Avail Cap(c_a), veh/h	414	883	799	385	947		192	0	419	280	0	415
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	20.7	24.2	17.2	37.1	15.3	0.0	58.5	0.0	41.0	49.4	0.0	37.2
Incr Delay (d2), s/veh	0.0	4.1	0.4	0.6	1.6	0.0	2.7	0.0	0.7	1.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.1	19.5	3.0	6.6	11.3	0.0	5.8	0.0	7.9	6.2	0.0	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.8	28.3	17.5	37.7	16.9	0.0	61.2	0.0	41.7	50.5	0.0	37.3
LnGrp LOS	C	C	B	D	B		E	A	D	D	A	D
Approach Vol, veh/h		708			577	A		257			128	
Approach Delay, s/veh		26.6			22.0			48.9			48.9	
Approach LOS		C			C			D			D	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	18.8	73.0		38.2	8.3	83.5		38.2				
Change Period (Y+Rc), s	7.5	7.5		6.0	7.5	7.5		6.0				
Max Green Setting (Gmax), s	9.5	65.5		34.0	6.2	68.8		34.0				
Max Q Clear Time (g_c+I1), s	2.0	35.2		23.2	2.2	21.8		31.9				
Green Ext Time (p_c), s	0.2	3.9		0.4	0.0	2.5		0.2				

Intersection Summary												
HCM 6th Ctrl Delay			30.2									
HCM 6th LOS			C									

Notes

Unsignalized Delay for [WBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	2.5

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Vol, veh/h	45	0	17	33	0	34	6	662	11	12	486	13
Future Vol, veh/h	45	0	17	33	0	34	6	662	11	12	486	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	125	-	450	450	-	350
Veh in Median Storage, #	-	2	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	92	92	95	95
Heavy Vehicles, %	2	2	6	2	2	2	2	7	2	2	15	2
Mvmt Flow	47	0	18	35	0	36	6	697	12	13	512	14

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1271	1259	512	1263	1261	697	526	0	0	709	0	0
Stage 1	538	538	-	709	709	-	-	-	-	-	-	-
Stage 2	733	721	-	554	552	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.26	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.354	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	145	171	554	147	170	441	1041	-	-	890	-	-
Stage 1	527	522	-	425	437	-	-	-	-	-	-	-
Stage 2	412	432	-	517	515	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	131	167	554	140	166	441	1041	-	-	890	-	-
Mov Cap-2 Maneuver	305	340	-	140	166	-	-	-	-	-	-	-
Stage 1	524	514	-	422	434	-	-	-	-	-	-	-
Stage 2	376	429	-	493	507	-	-	-	-	-	-	-

Approach	SE	NW	NE	SW
HCM Control Delay, s	17.7	29.9	0.1	0.2
HCM LOS	C	D		

Minor Lane/Major Mvmt	NEL	NET	NER	NWLn1	SELn1	SWL	SWT	SWR
Capacity (veh/h)	1041	-	-	214	348	890	-	-
HCM Lane V/C Ratio	0.006	-	-	0.33	0.188	0.015	-	-
HCM Control Delay (s)	8.5	-	-	29.9	17.7	9.1	-	-
HCM Lane LOS	A	-	-	D	C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	1.4	0.7	0	-	-

Movement	NBL	NBT	NBR	SBL	SBT	SBR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (veh/h)	45	10	89	74	50	40	14	376	108	132	323	25
Future Volume (veh/h)	45	10	89	74	50	40	14	376	108	132	323	25
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1737	1737	1737	1826	1826	1826	1870	1752	1841	1856	1633	1870
Adj Flow Rate, veh/h	47	11	94	78	53	42	15	396	0	139	340	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	11	11	11	5	5	5	2	10	4	3	18	2
Cap, veh/h	246	77	430	373	249	179	337	466		275	650	
Arrive On Green	0.49	0.49	0.49	0.49	0.49	0.49	0.27	0.27	0.00	0.08	0.40	0.00
Sat Flow, veh/h	383	156	874	628	506	364	1040	1752	1560	1767	1633	1585
Grp Volume(v), veh/h	152	0	0	173	0	0	15	396	0	139	340	0
Grp Sat Flow(s),veh/h/ln	1413	0	0	1498	0	0	1040	1752	1560	1767	1633	1585
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.9	17.6	0.0	4.4	13.0	0.0
Cycle Q Clear(g_c), s	4.5	0.0	0.0	4.5	0.0	0.0	3.1	17.6	0.0	4.4	13.0	0.0
Prop In Lane	0.31		0.62	0.45		0.24	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	753	0	0	801	0	0	337	466		275	650	
V/C Ratio(X)	0.20	0.00	0.00	0.22	0.00	0.00	0.04	0.85		0.51	0.52	
Avail Cap(c_a), veh/h	753	0	0	801	0	0	838	1310		450	1599	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	11.7	0.0	0.0	11.7	0.0	0.0	24.1	28.6	0.0	20.6	18.8	0.0
Incr Delay (d2), s/veh	0.6	0.0	0.0	0.6	0.0	0.0	0.1	4.4	0.0	1.4	0.7	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.7	0.0	0.0	3.0	0.0	0.0	0.4	11.5	0.0	3.0	7.7	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	12.3	0.0	0.0	12.4	0.0	0.0	24.2	33.1	0.0	22.0	19.5	0.0
LnGrp LOS	B	A	A	B	A	A	C	C		C	B	
Approach Vol, veh/h		152			173			411	A		479	A
Approach Delay, s/veh		12.3			12.4			32.7			20.2	
Approach LOS		B			B			C			C	

Timer - Assigned Phs	2	3	4		6		8					
Phs Duration (G+Y+Rc), s	45.0	10.8	26.4		45.0		37.2					
Change Period (Y+Rc), s	4.5	4.5	4.5		4.5		4.5					
Max Green Setting (Gmax), s	40.5	14.5	61.5		40.5		80.5					
Max Q Clear Time (g_c+I1), s	6.5	6.4	19.6		6.5		15.0					
Green Ext Time (p_c), s	0.9	0.2	2.2		1.0		1.9					

Intersection Summary	
HCM 6th Ctrl Delay	22.3
HCM 6th LOS	C

Notes

Unsignalized Delay for [NER, SWR] is excluded from calculations of the approach delay and intersection delay.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	18	582	79	95	742	123	88	7	97	82	7	11
Future Volume (veh/h)	18	582	79	95	742	123	88	7	97	82	7	11
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1796	1870	1870	1856	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	19	613	83	100	781	0	93	7	102	86	7	12
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	7	2	2	3	2	2	2	2	2	2	2
Cap, veh/h	211	956	844	442	1141		173	21	307	232	17	324
Arrive On Green	0.02	0.53	0.53	0.10	0.61	0.00	0.20	0.20	0.20	0.20	0.20	0.20
Sat Flow, veh/h	1781	1796	1585	1781	1856	1585	1393	103	1498	873	82	1585
Grp Volume(v), veh/h	19	613	83	100	781	0	93	0	109	93	0	12
Grp Sat Flow(s),veh/h/ln	1781	1796	1585	1781	1856	1585	1393	0	1601	955	0	1585
Q Serve(g_s), s	0.7	31.5	3.4	0.0	36.4	0.0	8.5	0.0	7.6	8.2	0.0	0.8
Cycle Q Clear(g_c), s	0.7	31.5	3.4	0.0	36.4	0.0	24.2	0.0	7.6	15.7	0.0	0.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.94	0.92		1.00
Lane Grp Cap(c), veh/h	211	956	844	442	1141		173	0	328	249	0	324
V/C Ratio(X)	0.09	0.64	0.10	0.23	0.68		0.54	0.00	0.33	0.37	0.00	0.04
Avail Cap(c_a), veh/h	261	956	844	442	1141		246	0	411	318	0	407
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	22.9	21.6	15.0	29.2	16.7	0.0	58.4	0.0	44.1	50.5	0.0	41.4
Incr Delay (d2), s/veh	0.2	3.3	0.2	0.3	3.3	0.0	2.6	0.0	0.6	0.9	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.5	18.7	2.1	3.9	20.6	0.0	5.6	0.0	5.5	5.1	0.0	0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	23.1	24.9	15.2	29.5	20.0	0.0	61.0	0.0	44.7	51.4	0.0	41.5
LnGrp LOS	C	C	B	C	C		E	A	D	D	A	D
Approach Vol, veh/h		715			881	A		202			105	
Approach Delay, s/veh		23.7			21.1			52.2			50.3	
Approach LOS		C			C			D			D	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	20.7	76.7		32.6	10.0	87.4		32.6				
Change Period (Y+Rc), s	7.5	7.5		6.0	7.5	7.5		6.0				
Max Green Setting (Gmax), s	6.4	69.2		33.4	6.2	69.4		33.4				
Max Q Clear Time (g_c+I1), s	2.0	33.5		17.7	2.7	38.4		26.2				
Green Ext Time (p_c), s	0.1	4.0		0.4	0.0	5.3		0.5				

Intersection Summary	
HCM 6th Ctrl Delay	27.0
HCM 6th LOS	C

Notes

Unsignalized Delay for [WBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	2.1

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Vol, veh/h	41	0	9	21	0	22	16	621	33	34	726	44
Future Vol, veh/h	41	0	9	21	0	22	16	621	33	34	726	44
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	125	-	450	450	-	350
Veh in Median Storage, #	-	2	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	92	92	95	95
Heavy Vehicles, %	2	2	13	2	2	2	7	5	2	2	3	2
Mvmt Flow	43	0	9	22	0	23	17	654	36	37	764	46

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1556	1562	764	1554	1572	654	810	0	0	690	0	0
Stage 1	838	838	-	688	688	-	-	-	-	-	-	-
Stage 2	718	724	-	866	884	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.33	7.12	6.52	6.22	4.17	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.417	3.518	4.018	3.318	2.263	-	-	2.218	-	-
Pot Cap-1 Maneuver	92	112	387	92	110	467	794	-	-	905	-	-
Stage 1	361	382	-	436	447	-	-	-	-	-	-	-
Stage 2	420	430	-	348	363	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	83	105	387	86	103	467	794	-	-	905	-	-
Mov Cap-2 Maneuver	250	270	-	86	103	-	-	-	-	-	-	-
Stage 1	353	366	-	427	438	-	-	-	-	-	-	-
Stage 2	391	421	-	326	348	-	-	-	-	-	-	-

Approach	SE	NW	NE	SW
HCM Control Delay, s	21.8	39.7	0.2	0.4
HCM LOS	C	E		

Minor Lane/Major Mvmt	NEL	NET	NER	NWLn1	SELn1	SWL	SWT	SWR
Capacity (veh/h)	794	-	-	148	267	905	-	-
HCM Lane V/C Ratio	0.021	-	-	0.306	0.197	0.041	-	-
HCM Control Delay (s)	9.6	-	-	39.7	21.8	9.1	-	-
HCM Lane LOS	A	-	-	E	C	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	1.2	0.7	0.1	-	-

Movement	NBL	NBT	NBR	SBL	SBT	SBR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (veh/h)	50	49	159	35	33	28	32	430	20	127	452	81
Future Volume (veh/h)	50	49	159	35	33	28	32	430	20	127	452	81
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1856	1856	1856	1870	1796	1811	1737	1856	1870
Adj Flow Rate, veh/h	53	52	167	37	35	29	34	453	0	134	476	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	3	3	3	2	7	6	11	3	2
Cap, veh/h	168	177	470	294	275	207	281	525		252	776	
Arrive On Green	0.48	0.48	0.48	0.48	0.48	0.48	0.29	0.29	0.00	0.08	0.42	0.00
Sat Flow, veh/h	248	368	980	497	572	430	918	1796	1535	1654	1856	1585
Grp Volume(v), veh/h	272	0	0	101	0	0	34	453	0	134	476	0
Grp Sat Flow(s),veh/h/ln	1595	0	0	1499	0	0	918	1796	1535	1654	1856	1585
Q Serve(g_s), s	0.7	0.0	0.0	0.0	0.0	0.0	2.7	21.1	0.0	4.8	17.8	0.0
Cycle Q Clear(g_c), s	8.9	0.0	0.0	2.8	0.0	0.0	9.3	21.1	0.0	4.8	17.8	0.0
Prop In Lane	0.19		0.61	0.37		0.29	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	815	0	0	775	0	0	281	525		252	776	
V/C Ratio(X)	0.33	0.00	0.00	0.13	0.00	0.00	0.12	0.86		0.53	0.61	
Avail Cap(c_a), veh/h	815	0	0	775	0	0	640	1228		380	1646	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	14.3	0.0	0.0	12.7	0.0	0.0	28.1	29.7	0.0	21.5	20.2	0.0
Incr Delay (d2), s/veh	1.1	0.0	0.0	0.3	0.0	0.0	0.2	4.4	0.0	1.7	0.8	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	6.0	0.0	0.0	1.9	0.0	0.0	1.0	13.6	0.0	3.1	11.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	15.4	0.0	0.0	13.0	0.0	0.0	28.3	34.0	0.0	23.2	20.9	0.0
LnGrp LOS	B	A	A	B	A	A	C	C		C	C	
Approach Vol, veh/h		272			101			487	A		610	A
Approach Delay, s/veh		15.4			13.0			33.6			21.4	
Approach LOS		B			B			C			C	

Timer - Assigned Phs		2	3	4		6		8				
Phs Duration (G+Y+Rc), s		47.0	11.2	30.4		47.0		41.5				
Change Period (Y+Rc), s		4.5	4.5	4.5		4.5		4.5				
Max Green Setting (Gmax), s		42.5	13.5	60.5		42.5		78.5				
Max Q Clear Time (g_c+I1), s		10.9	6.8	23.1		4.8		19.8				
Green Ext Time (p_c), s		1.7	0.2	2.7		0.5		2.7				

Intersection Summary	
HCM 6th Ctrl Delay	23.8
HCM 6th LOS	C

Notes

Unsignalized Delay for [NER, SWR] is excluded from calculations of the approach delay and intersection delay.

APPENDIX J

NCHRP Report 457 Data

can also indirectly reduce the delay to the left-turn or through movements by lessening their need to compete for service with the right-turn movement.

One disadvantage of adding a lane to the minor-road approach is that it may require reallocating the existing pavement or widening of the approach cross section. Sometimes the pavement width needed for the additional lane is available within the existing roadway cross section. In this instance, the only impact is a reallocation of the paved surface through modification of the pavement markings. However, in downtown settings this reallocation may require the removal of some curb parking stalls and can affect adjacent business significantly. Occasionally, the cross section must be widened to provide for the additional lane. If the needed lane width can be provided within the available right-of-way, the cost may be limited to that of construction. However, if additional right-of-way is needed, the costs of acquiring this property in urban settings can be high.

Guidance. The literature does not offer guidance regarding conditions where a second approach lane would benefit from the operation of a minor-road approach. However, the procedures in Chapter 17 of the *Highway Capacity Manual 2000* (*15*) can be used to identify major- and minor- road volume combinations that would benefit operationally from the provision of a second approach lane or bay. Bonneson and Fontaine (*20*) developed Figure 2-4 using these procedures and an assumed upper limit of 0.7 for the shared-lane, minor-road volume-to-capacity ratio.

Application. Figure 2-4 indicates the conditions that may justify the use of two approach lanes. Use of the information in this figure requires two types of data:

1. Major-road approach volume for the peak hour of the average day and
2. Minor-road turn movement volume for the peak hour of the average day (used to compute right-turn percentage).

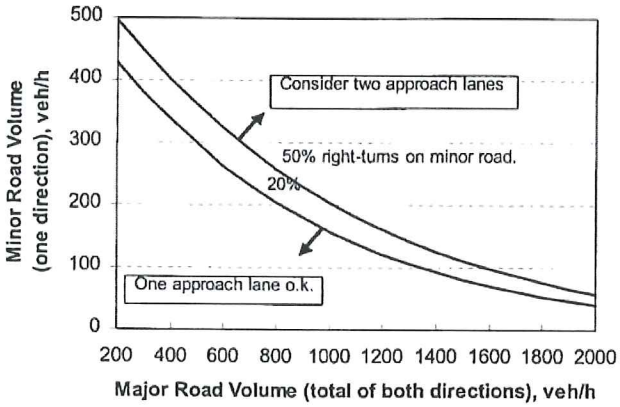


Figure 2-4. Guideline for determining minor-road approach geometry at two-way stop-controlled intersections.

Figure 2-4 would be used once for each minor-road approach to the intersection. The appropriate trend line would be identified on the basis of the percentage of right-turns on the subject minor-road approach. If the volume combination for the major and minor roads intersects above or to the right of this trend line, a second traffic lane should be considered for the subject minor-road approach. If a bay is selected for addition to the intersection, it should be long enough to store vehicles 95 percent of the time (i.e., the bay should not overflow more than 5 percent of the time). Techniques for estimating the 95th percentile storage length are provided in the section, Increase the Length of the Turn Bay.

Add a Left-Turn Bay on the Major Road

Introduction. Provision of a left-turn bay on the major road to a two-way stop-controlled intersection can significantly improve operations and safety at the intersection. A left-turn bay effectively separates those vehicles that are slowing or stopped to turn from those vehicles in through traffic lanes. This separation minimizes turn-related crashes and eliminates unnecessary delay to through vehicles. Data reported by Neuman (*21*) indicate that the crash rate for unsignalized intersections can be reduced by 35 to 75 percent through the provision of a left-turn bay.

One disadvantage of adding a bay to the major-road approach is that it may require reallocating the existing pavement or widening of the approach cross section. Sometimes the pavement width needed for the additional lane is available within the existing roadway cross section. However, in downtown settings this reallocation may require the removal of some curb parking stalls and can affect adjacent business significantly. Occasionally, the cross section must be widened to provide for the turn bay. If the needed width can be provided within the available right-of-way, the cost may be limited to that of construction. However, if additional right-of-way is needed, the costs of acquiring this property in urban settings can be high.

Guidance. Neuman (*21*) suggests that the following guidelines should be used to determine when to provide a left-turn bay on the major road of a two-way stop-controlled intersection:

1. A left-turn lane should be considered at any median crossover on a divided, high-speed road.
2. A left-turn lane should be provided on the unstopped approach of a high-speed rural highway when it intersects with other arterials or collectors.
3. A left-turn lane is recommended on the unstopped approach of any intersection when the combination of intersection volumes intersect above or to the right of the appropriate trend line shown in Figure 2-5.

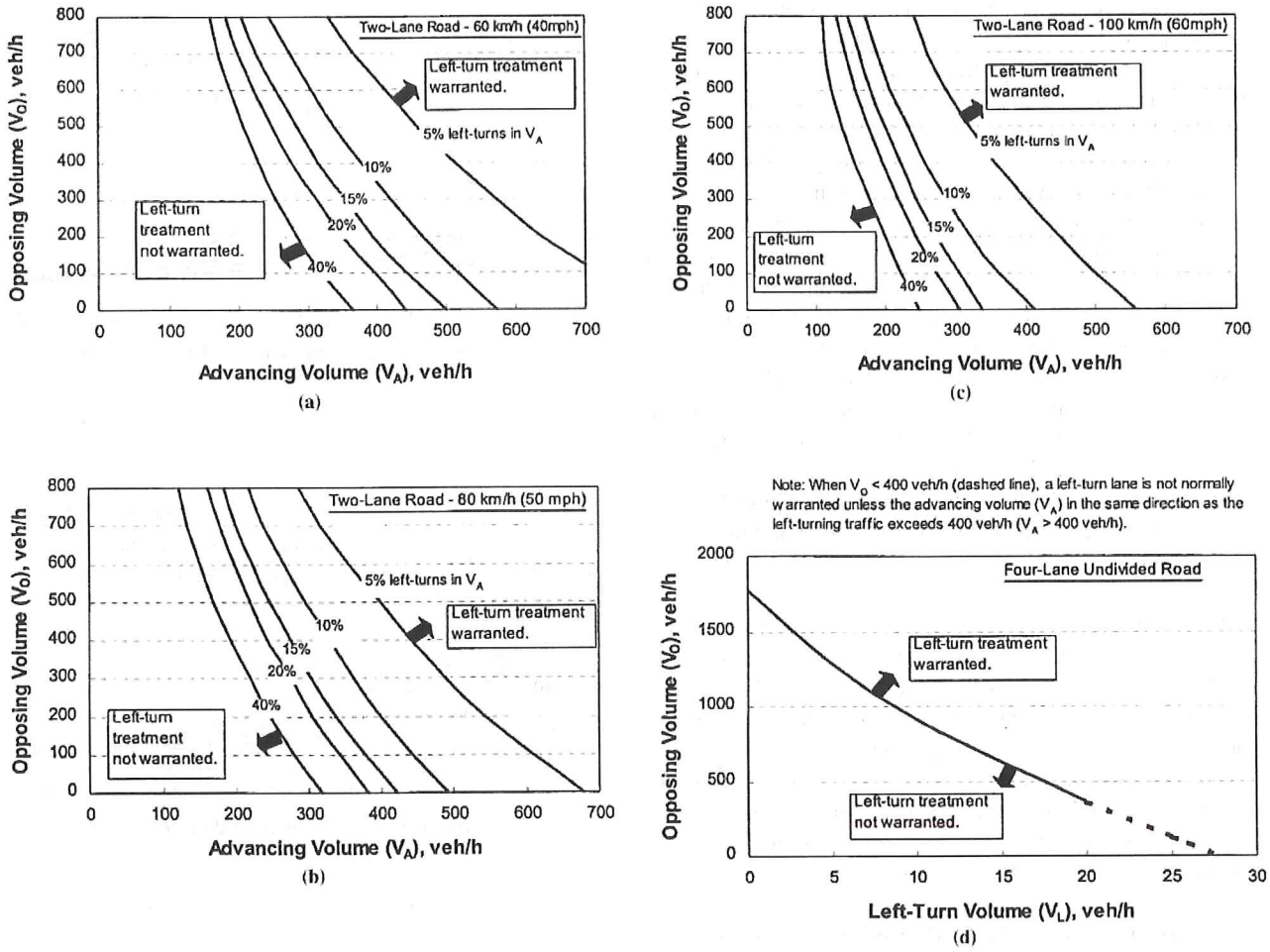


Figure 2-5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

Application. The guidance stated in the preceding section defines the conditions that may justify the provision of a left-turn bay. Application of this guidance requires two types of data:

1. Major-road turn movement volume for the peak hour of the average day and
2. Major-road 85th percentile speed (posted speed can be substituted if data are unavailable).

Use of Figure 2-5 requires determination of the opposing volume, the advancing volume, and the operating speed. The opposing volume should include only the right-turn and through movements on the approach across from (and heading in the opposite direction of) the subject major-road approach. The advancing volume should include the left-turn, right-turn, and through movements on the subject approach. The operating speed can be estimated as the 85th percentile speed. If the operating speed does not coincide with 60, 80, or 100 km/h (i.e., 40, 50, or 60 mph), then interpolation can be used or, as a more conservative approach, the operating speed can be rounded up to the nearest speed for which a figure is provided.

In application, Figure 2-5 is used once for each major-road approach to the intersection. The appropriate trend line is identified on the basis of the percentage of left-turns on the subject major-road approach. If the advancing and opposing volume combination intersects above or to the right of this trend line, a left-turn bay should be considered for the subject approach. If a bay is included at the intersection, it should be long enough to store left-turn vehicles 99.5 percent of the time (i.e., the bay should not overflow more than 0.5 percent of the time). Techniques for estimating this storage length are provided in the section, Increase the Length of the Turn Bay.

Add a Right-Turn Bay on the Major Road

Introduction. Provision of a right-turn bay on the major road to a two-way stop-controlled intersection can signifi-

cantly improve operations and safety at the intersection. A right-turn bay effectively separates those vehicles that are slowing or stopped to turn from those vehicles in the through traffic lanes. This separation minimizes turn-related collisions (e.g., angle, rear-end, and same-direction-sideswipe) and eliminates unnecessary delay to through vehicles.

One disadvantage of adding a bay to the major-road approach is that it may require reallocating the existing pavement or widening of the approach cross section. Sometimes the pavement width needed for the additional lane is available within the existing roadway cross section. However, in downtown settings this reallocation may require the removal of some curb parking stalls and can affect adjacent business significantly. Occasionally, the cross section must be widened to provide for the turn bay. If the needed width can be provided within the available right-of-way, the cost may be limited to that of construction. However, if additional right-of-way is needed, the costs of acquiring this property in urban settings can be high.

Guidance. Hasan and Stokes (*22*) developed guidelines for determining when to provide a right-turn bay on the major road of a two-way stop-controlled intersection. These guidelines were based on an evaluation of the operating and collision costs associated with the right-turn maneuver relative to the cost of constructing a right-turn bay. The operating costs included those of road-user fuel and delay. Separate guidelines were developed for two-lane and four-lane roadways. These guidelines are shown in Figure 2-6.

Application. The guidance described in the preceding section defines conditions that may justify the provision of a right-turn bay. Application of this guidance requires two types of data:

1. Major-road turn movement volume for the peak hour of the average day and
2. Major-road 85th percentile speed (posted speed can be substituted if data are unavailable).

Figure 2-6 should be consulted once for each major-road approach. If the combination of major-road approach volume and right-turn volume intersects above or to the right of the trend line corresponding to the major-road operating speed, then a right-turn bay is a viable alternative.

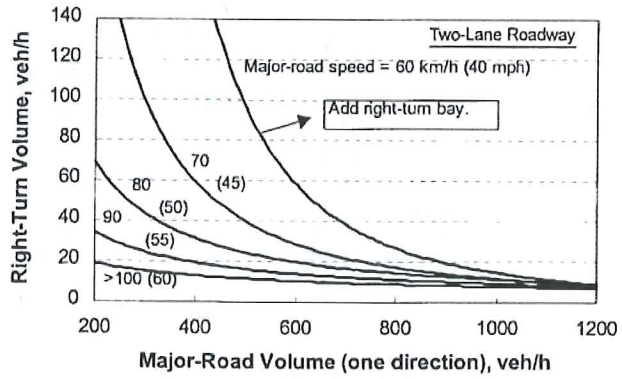


Figure 2-6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

Increase Length of Turn Bay

Introduction. Turn bay length can affect the safety and operation of the intersection approach significantly. This effect becomes more negative as the frequency with which vehicles exceed the available storage increases. Also, for unstopped approaches, this effect becomes more negative as more of the turning vehicle's deceleration occurs in the through lane, prior to the bay. The need to provide adequate storage length, deceleration length, or both is dependent on the type of approach control used and whether the vehicle is turning left or right. Table 2-13 identifies the appropriate bay

TABLE 2-13 Turn-bay length components at unsignalized intersections

Approach Control	Length Components	
	Left-Turn Bay	Right-Turn Bay
Unstopped	Storage Length + Deceleration Length	Deceleration Length
Stopped	Storage Length	Storage Length

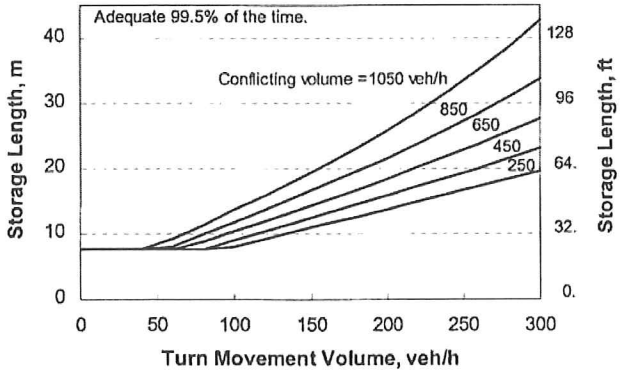


Figure 2-7. Guideline for determining if the bay storage length for an unstopped approach is adequate.

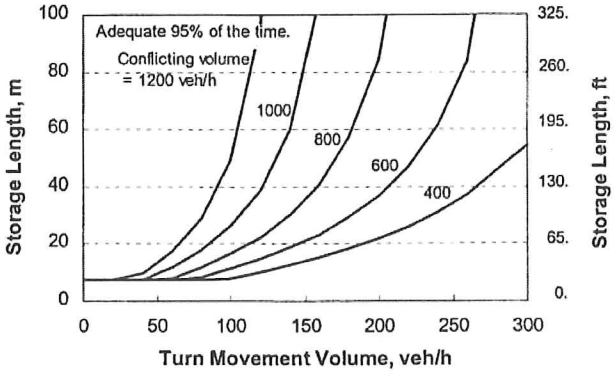


Figure 2-8. Guideline for determining if the bay storage length for a stopped approach is adequate.

length components for typical combinations of approach control and turn movement.

Guidance. A turn bay should be long enough to store waiting vehicles almost all of the time and, in doing so, prevent conflict between the through and turning movements. A bay equal in length to the 95th percentile queue (which allows for a 5-percent probability of overflow) is typically used for most stop- or signal-controlled approaches. A bay length corresponding to a 0.5-percent probability of overflow is recommended by Harmelink (*23*) for unstopped approaches in recognition of the greater speed differential between through and turning movements.

Figures 2-7 and 2-8 illustrate the combination of volume and storage length that limit overflows to 0.5 and 5 percent, respectively. The trends in these figures are based on the queue length equation reported by Harmelink (*23*). The capacity needed for this equation was estimated using the procedures in Chapter 17 of the *Highway Capacity Manual 2000* (*15*). The development of Figures 2-7 and 2-8 is described elsewhere by Bonneson and Fontaine (*20*). A practical minimum storage length of 8 m (25 ft) is reflected in both figures.

As indicated in Table 2-13, a bay on the unstopped approach to an intersection should also provide sufficient length for the turning vehicle to decelerate once it is clear of the adjacent through traffic lane. A report by Koepke (*24*) provides an indication of the bay length needed for turn vehicle deceleration. However, the lengths cited by Koepke include both deceleration length and bay taper length. Subtraction of the taper length [estimated at 35 m (120 ft)] from the reported lengths leaves a conservative estimate of the length of full-width turn bay needed to facilitate the deceleration process. This length is shown in Figure 2-9.

Application. The guidelines described in the preceding section can be used to determine when turn-bay length may need to be increased to minimize operational or safety problems associated with short turn bays. Application of this guideline requires three types of data:

1. Major- and minor-road turn movement volumes for the peak hour of the average day;
2. Major-road 85th percentile speed (posted speed can be substituted if data are unavailable); and
3. Major- and minor-road bay lengths (taper length should be excluded).

In application, each turn movement is considered separately. Table 2-13 is consulted first to determine if storage length, deceleration length, or both should be provided within the bay for the subject approach. Next, Figures 2-7, 2-8, and 2-9 are consulted. The subject movement volume and conflicting volumes should be used to determine the minimum length(s) needed from the appropriate figure(s). The operat-

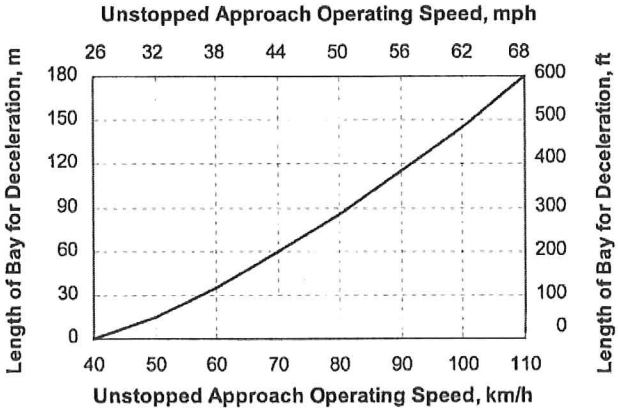


Figure 2-9. Guideline for determining if the deceleration length component of a bay is adequate.

Legislation Details (With Text)

File #:	19-374	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Public Hearing
File created:	7/30/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	City Council consideration and public comment on the allocation of the 2019 Edward Byrne Memorial Justice Assistance Grant in the amount of $22,166. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Laptop JAG 2019 Quote.pdf JAG F20 Internal Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2019
Agenda Date: August 14, 2019
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
City Council consideration and public comment on the allocation of the 2019 Edward Byrne Memorial Justice Assistance Grant in the amount of $22,166

BACKGROUND:

The Police Department received notification of its 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) allocation in the amount of $22,166. The project area identified the future use of grant funds for laptop computers. The city will purchase 5 laptop computers along with the mounting kits for the vehicles.

The term of the grant is for a period of four years, and all funds, and interest must be expended. The Police Department requests public comment and City Council's consideration. Funds will not be awarded until FY 2020 and at that time, the Department will present to City Council the award and accept the revenue.

STRATEGIC PLAN CONNECTION:

Purchasing of the laptops will aid and enhance the level of services the Police Department provides in serving the citizens of Cocoa in a more efficient manner.

BUDGETARY IMPACT:

Budgeted - No
If not budgeted, is amendment/transfer attached? N/A

Once awarded in FY20

Amount Requested	$22,166
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:

City Council consideration and public comment on the allocation of the 2019 Edward Byrne Memorial Justice Assistance Grant in the amount of $22,166.

QUOTE CONFIRMATION

DEAR MITCHELL LAWYER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KTHD705	7/25/2019	CF54	3882193	$3,876.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Havis CF-H-PAN-422-2-P - port replicator - VGA Mfg. Part#: CF-H-PAN-422-2-P UNSPSC: 43211603 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	1	3723657	$825.00	$825.00
Panasonic Toughbook CF-54 14" Core i5-7300 8GB RAM 256GB Windows 10 Pro Mfg. Part#: CF-54J2-15VM Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	1	5259835	$2,975.00	$2,975.00
Panasonic 110W AC Power Adapter for CF-31 Mfg. Part#: CF-AA5713AM UNSPSC: 39121006 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	1	2087403	$76.00	$76.00

PURCHASER BILLING INFO

Billing Address:
CITY OF COCOA
ACCTS PAYABLE
65 STONE ST
COCOA, FL 32922-7982
Phone: (321) 639-7527
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF COCOA
INFORMATION TECHNOLOGY
65 STONE ST
COCOA, FL 32922-7982
Shipping Method: UPS Ground (2 - 3 day)

SUBTOTAL	$3,876.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$3,876.00

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

John Vrablik | (877) 466-6333 | johnvra@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Police	**DIVISION: Support Services**
POINT OF CONTACT: Michael Cantaloupe	**PROJECT MANAGER: John Hankins**
NAME OF GRANT: Edward Byrne Memorial Justice Assistance Grant (JAG)	
CFDA#/CFSA#: N/A	**DATE DEPT. RECEIVED RFP: 07/29/19**
AMOUNT REQUESTED: $ 22,166	**GRANT DUE DATE: 8/23/19**
PROJECT DESCRIPTION: **Apply for JAG funding to purchase more Panasonic Toughbooks for use by patrol officers.**	
COUNCIL REQUIRED: YES	**TARGET DATE TO COUNCIL: 8/14/19**
MATCH REQUIRED: NO **(IF YES, HOW MUCH :) $**	**MATCH BUDGETED: NO**
REIMBURSEMENT GRANT: NO	**SCHEDULE FOR REIMBURSEMENT:**
Expense Account Number(s) to be used: 001-2100-521.52-11 (PD20JG)	
WHAT ARE THE REPORTING REQUIREMENTS? 1. Quarterly Financial Reports 2. Quarterly Performance Measure Reports 3. Semi-Annual Reports	
FUTURE REQUIREMENTS TO CONSIDER: N/A	
IS THE DEPARTMENT PREPARED TO APPLY: YES	
EXPLAIN:	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director — Date: 7/30/19

Grants Administrator — Date: 7/30/19

Deputy Finance Director — Date: 7/30/19

Finance Director — Date: 7/30/19

City Manager — Date: 7/31/19

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

Legislation Details (With Text)

File #:	19-389	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Council Busines
File created:	8/8/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Consider the Donation Application request from Brevard Schools Foundation, Inc., on behalf of Cocoa High School, for the Cocoa High School Chorus Carnegie Hall Trip. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard Schools Foundation, Inc. Donation app 001.pdf 501c3 IRS Ltr.pdf 990_2018_FINAL.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 8, 2019
Agenda Date: August 14, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Donation Application request from Brevard Schools Foundation, Inc., on behalf of Cocoa High School, for the Cocoa High School Chorus Carnegie Hall Trip.

BACKGROUND:

Brevard Schools Foundation, Inc, on behalf of Cocoa High School submitted a donation application to the City Clerk's office on August 1, 2019. The application is for a request to assist the Cocoa High School Tiger's Chorus with travel expenses related to an upcoming trip in October, 2019. The chorus has been invited to perform at the 2019 National Fall Sing-Remembering 9/11 Commemoration event being held at Carnegie Hall in New York City in October. This is a once in a lifetime opportunity for students at Cocoa High School.

Additionally, six chaperones will be attending the event with the students. Cocoa High is the only Florida school being represented at the 9/11 event. Furthermore, in addition to performing at Carnegie Hall, students will be touring historic Ellis Island and the Statue of Liberty, the 9/11 Museum, and will get to see various other sites of New York City.

Both students and faculty of Cocoa High have been fundraising for this opportunity since February, and to date, 68% of the funds have been raised.

The City of Cocoa has $2,000 budgeted for Cocoa Schools Donations and to date, no other donation requests have been received.

A copy of the donation application, the 501(c)(3) IRS letter, and Form 990 are all attached.

If the donation is approved, the donation will serve a municipal purpose of promoting public education and the arts of Cocoa students, as well as promoting a public service of commemorating the tragedy of 9/11 by remembering the victims and recognizing all who survived, honor the sacrifices of the first responders and recovery workers, and recapture the spirit of unity and service that arose in the immediate aftermath of attacks.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Choose an item.

Amount Requested	$2,000
Account Number	001-1000-511.48-00
Account Name	Promotional Activities

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Consider the Donation Application request from Brevard Schools Foundation, Inc., on behalf of Cocoa High School, for the Cocoa High School Chorus Carnegie Hall Trip.

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Brevard Schools Foundation, Inc., on behalf of Cocoa High School

Project Name: Cocoa High School Chorus Carnegie Hall Trip

		YES	NO
1	Completed Application	✓	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	✓	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	✓	
4	Exhibit C - Project Objectives	✓	
5	Exhibit D - Use Of Funds Statement	✓	

Please send original application with requested attachments to:

City of Cocoa
Carie Shealy, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at 433-8484 . Thank You.

65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Brevard Schools Foundation, Inc.

FEDERAL ID #: 59-2895155

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: 2700 Judge Fran Jamieson Way

CITY/STATE: Melbourne, FL **ZIP:** 32940

CONTACT PERSON: Pamela Gunthorpe **TITLE:** Community Engagement & Grants Manager

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321-633-1000, ext 11474 **FAX #:**

EMAIL ADDRESS: gunthorpe.pamela@brevardschools.org

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: $2.8 million

PROJECT INFORMATION:

NAME OF PROJECT: Cocoa High School Chorus Carnegie Hall Trip

TOTAL PROJECT COST: $ 85,000

AMOUNT OF MONETARY REQUEST: $ 2,000.00

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF IN-KIND REQUEST: $

COUNCIL DISTRICT:

[X] CITYWIDE [ ] DISTRICT 1 [ ] DISTRICT 2 [ ] DISTRICT 3 [ ] DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 50

 # OF COCOA RESIDENTS TO BE SERVED: 50 (20 POINTS)

NEW PROGRAM?: [ ] YES [X] NO (10 POINTS)

EXPANDED PROGRAM?: [ ] YES [X] NO

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

   Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes x No_____ If yes, briefly describe. (10 POINTS)

   See attached.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

   See attached.

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Signature of Authorized Representative **Date** 8/1/19

Janice Kershaw

City of Cocoa
Donation Application
Applicant Name: Brevard Schools Foundation on behalf of Cocoa High School

Part II: Evaluation Criteria

Project Impact

1. Please describe in detail, the proposed project objectives. Why is this project needed?

   Cocoa High School Chorus has been invited to perform at the 2019 National Fall Sing – Remembering 9/11 Commemoration event to be held at Carnegie Hall in New York City in October. This is an once-in-a-lifetime opportunity for students of Cocoa High School, a Title 1 school with a free and reduce lunch rate of 83%.

   Joining the 50 Cocoa High School students will be six chaperones. Beyond those attending, the at-large community is rallying behind the project with financial support and "Tiger pride". Cocoa High is the only Florida school represented at the 9/11 event.

   In addition to performing at Carnegie Hall, a world-renowned concert venue, the students will tour historic Ellis Island and the Statue of Liberty, visit the 9/11 Museum and see the sights of New York City.

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project?

   Yes. Cocoa High School students have been involved in the planning and implementation of fundraising events and practicing by performing at various venues in preparation for their travel and final performance at Carnegie Hall.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion.

   Students and faculty of Cocoa High began fundraising efforts in February. There have been multiple bucket drops, concerts and other events held to raise funds. With 68% of project costs raised and several fruitful fundraising events being held in August, there is no doubt that necessary funds will be secured for this project. Students have begun learning select music to be performed at the National Fall Sing in October.

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: August 1, 2019 **Project Dates:** October 12 - 15, 2019

Organization: BSF on behalf of Cocoa High School **Project:** Cocoa High School Chorus Carnegie Hall Trip

1.) Please list the in-kind services requested from the City, along with the dates and times required:

Not applicable.

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

We are requesting $2,000.00 to be used toward student's airfare.

We have secured a round-trip rate of $244.00 per person with JetBlue Airways.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Pamela Gunthorpe — 8/1/2019

Project Administrator — **Date**

Pamela Gunthorpe

Approved 04/06

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Amy Campbell — 8-1-19

Project Financial Officer — **Date**

Amy Campbell

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Brevard Schools Foundation, Inc.

Project Name: Cocoa High School Chorus Carnegie Hall Trip

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	Yes [✓] No [ ]	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	Number [50]	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	Yes [✓] No [ ]	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	Yes [✓] No [ ]	20

6. COMMENTS:

This will serve all students traveling w/ the Cocoa High School Chorus.

Total Score 110

Minimum threshold met?: Yes [✓] No [ ]

Forwarded to City Attorney for review: Yes [✓] No [ ] Date: 8/01/19

Meets municipal purpose?: Yes [ ] No [ ]

City Council: _____ **Approved:** Yes [ ] No [ ]

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C - 1130
ATLANTA, GA 30301

NOV 0 2 1992

DEPARTMENT OF THE TREASURY

Date: OCT 2 8 1992

Employer Identification Number:
59-2895155
Contact Person:
ROBERTA VAN METER
Contact Telephone Number:
(404) 331-0927

BREVARD SCHOOLS FOUNDATION INC
ATTN MARILYN L JONES
EDUC SVCS FACILITY
2700 ST JOHNS STREET
MELBOURNE, FL 32940-6699

RECEIVED
NOV 1 0 1992
Community Relations Department

Our Letter Dated:
February 3, 1989
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

u Do not enter social security numbers on this form as it may be made public.

u Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

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A For the 2017 calendar year, or tax year beginning 07/01/17 **, and ending** 06/30/18

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: Brevard Schools Foundation, Inc.

Doing business as:

Number and street (or P.O. box if mail is not delivered to street address): 2700 Judge Fran Jamieson Way

Room/suite:

City or town, state or province, country, and ZIP or foreign postal code: Viera FL 32940-6601

D Employer identification number: 59-2895155

E Telephone number: 321-633-1000

G Gross receipts$ 3,535,339

F Name and address of principal officer:
Janice Kershaw
2700 Judge Fran Jamieson Way
Viera FL 32940-6601

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) **t** (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: u brevardschoolsfoundation.org

H(c) Group exemption number u

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other u

L Year of formation: 1987

M State of legal domicile: FL

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
Brevard Schools Foundation fills educational funding and opportunity gaps at all of Brevard County's 82 public schools for 74,000 students and 5,000 teachers by supporting innovation, engaging communities and changing lives.

2 Check this box u ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	**3**	21
4	Number of independent voting members of the governing body (Part VI, line 1b)	**4**	21
5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	**5**	13
6	Total number of volunteers (estimate if necessary)	**6**	824
7a	Total unrelated business revenue from Part VIII, column (C), line 12	**7a**	0
b	Net unrelated business taxable income from Form 990-T, line 34	**7b**	0

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	3,125,426	2,911,013
9	Program service revenue (Part VIII, line 2g)		0
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	54,460	112,242
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-44,218	62,377
12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	3,135,668	3,085,632
13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	1,200,277	1,365,064
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	525,140	528,638
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) u 95,811		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	707,268	882,614
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	2,432,685	2,776,316
19	Revenue less expenses. Subtract line 18 from line 12	702,983	309,316

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	5,158,281	5,477,883
21	Total liabilities (Part X, line 26)	67,272	104,820
22	Net assets or fund balances. Subtract line 21 from line 20	5,091,009	5,373,063

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date

Janice Kershaw President

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☒ if self-employed	PTIN
Lark Janes		02/27/19		P00115966

Firm's name } Lark Janes CPA LLC — Firm's EIN } 47-4581983

Firm's address } 100 Rialto Place Ste 720 Melbourne, FL 32901-3002 — Phone no. 321-541-1264

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

DAA

Form **990** (2017)

Part III **Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III ☒

1 Briefly describe the organization's mission:

See Schedule O

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2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 1,473,289 including grants of $ 952,730) (Revenue $)

Education programs-school based

The Foundation supports innovation in all of the Brevard Public Schools'(BPS) 82 schools by raising funds for and directing donor designated gifts to areas that enhance education. Funding benefits students through programs, such as robotics, innovation labs, science and art fairs, as well as through professional development and training for BPS teachers. The Foundation directly supports an annual study trip for each of the district's 6th grade students to Kennedy Space Center during Space Week, the ABC Awards annual recognition event to honor and say thank you to those in service to our children, and mentoring and college readiness services to the students in the Take Stock in Children program.

4b (Code:) (Expenses $ 495,970 including grants of $) (Revenue $)

Supply Zone for Teachers

Established in 2014, the Supply Zone for Teachers is a resource center that engages communities through supply drives and fundraising to provide free school supplies for teachers to use in the classroom. By focusing on low-income and homeless student populations, the Supply Zone works to ensure that all children have access to the necessary school supplies and hygiene necessities despite their circumstances. Students no longer have to feel disconnected, embarrassed, and unprepared when they come to school without supplies; the tools they need to succeed are ready and waiting for them in the classroom. The Supply Zone has distributed more than $3 million in free supplies since inception.

4c (Code:) (Expenses $ 374,810 including grants of $ 372,163) (Revenue $)

Scholarships and student awards - 119 awarded

Scholarships change lives by helping students achieve their educational goals and dreams by making college more affordable and accessible. Scholarships may be either merit or need based depending on the particular award's criteria. They are awarded through the Foundation's Scholarships for Graduating Seniors program, or the Foundation's Take Stock in Children (TSIC) drop-out prevention program for income eligible students who met TSIC requirements. The Foundation manages the programs to ensure student eligibility with the institutions of higher education.

4d Other program services (Describe in Schedule O.)

(Expenses $ 40,171 including grants of $ 40,171) (Revenue $)

4e Total program service expenses ▶ 2,384,240

Part IV Checklist of Required Schedules

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			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors* (see instructions)?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10	X	
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d	X	
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b	X	
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I* (see instructions)	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18	X	
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X

Part IV Checklist of Required Schedules *(continued)*

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			Yes	No
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	**20a**		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	**20b**		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	**21**	X	
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	**22**	X	
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	**23**		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	**24a**		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	**24b**		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	**24c**		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	**24d**		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	**25a**		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	**25b**		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If "Yes," complete Schedule L, Part II*	**26**		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	**27**		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	**28a**		X
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	**28b**		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	**28c**		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	**29**	X	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	**30**		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	**31**		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	**32**		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	**33**		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	**34**		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	**35a**		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	**35b**		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	**36**		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	**37**		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O.	**38**	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

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				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	30		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		1c		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	13		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b	X	
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation in Schedule O*		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country: **u** See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a	X	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b	X	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h	X	
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state?		13a		
	Note. See the instructions for additional information the organization must report on Schedule O.				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O*		14b		

Part VI **Governance, Management, and Disclosure** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

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				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	**1a**	21		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.				
b	Enter the number of voting members included in line 1a, above, who are independent	**1b**	21		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	**2**			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	**3**			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	**4**		X	
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	**5**			X
6	Did the organization have members or stockholders?	**6**			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	**7a**			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	**7b**		X	
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	**8a**		X	
b	Each committee with authority to act on behalf of the governing body?	**8b**		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*	**9**			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	**10a**		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	**10b**		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	**11a**	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	**12a**	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	**12b**	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	**12c**	X	
13	Did the organization have a written whistleblower policy?	**13**	X	
14	Did the organization have a written document retention and destruction policy?	**14**	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	**15a**	X	
b	Other officers or key employees of the organization	**15b**	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	**16a**		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	**16b**		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **u** FL

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain in Schedule O)*

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records: **u**

Amy Campbell 2700 Judge Fran Jamieson Way
Viera FL 32940-6601 321-633-1000

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

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1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Meredith Gibson	1.00									
Director	0.00	X						0	0	0
(2) Mason Williams III	1.00									
Director	0.00	X						0	0	0
(3) Ryan Brandt	1.00									
Director	0.00	X						0	0	0
(4) Dean Stewart	1.00									
Director	0.00	X						0	0	0
(5) Yvonne McGuire	1.00									
Immediate Past Chair	0.00	X		X				0	0	0
(6) Patty Martin	1.00									
Director	0.00	X						0	0	0
(7) Jim Clamons	1.00									
Director	0.00	X						0	0	0
(8) Erica Lemp	1.00									
Secretary	0.00	X		X				0	0	0
(9) John Craig	1.00									
Director	0.00	X						0	0	0
(10) Mike LaFortune	1.00									
Chair	0.00	X		X				0	0	0
(11) Desmond Blackburn	1.00									
Director	0.00	X						0	0	0

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

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(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) Richard Miller	1.00									
Vice Chair	0.00	X		X				0	0	0
(13) Matthew Yount	1.00									
Director	0.00	X						0	0	0
(14) Trish Barker	1.00									
Director	0.00	X						0	0	0
(15) Kevin Chapman	1.00									
Director	0.00	X						0	0	0
(16) Andy Day	1.00									
Director	0.00	X						0	0	0
(17) Jimi Gonzalez	1.00									
Director	0.00	X						0	0	0
(18) Christine Noll-Rhan	1.00									
Treasurer	0.00	X		X				0	0	0
(19) Jim Underwood	1.00									
Director	0.00	X						0	0	0
1b Sub-total							**u**			
c Total from continuation sheets to Part VII, Section A							**u**	101,467		9,472
d Total (add lines 1b and 1c)							**u**	101,467		9,472

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization **u** 1

		Yes	No
3 Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	**3**		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	**4**		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	**5**		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization **u** 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

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			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a 23,331				
	b Membership dues	1b				
	c Fundraising events	1c 293,921				
	d Related organizations	1d				
	e Government grants (contributions)	1e 356,961				
	f All other contributions, gifts, grants, and similar amounts not included above	1f 2,236,800				
	g Noncash contributions included in lines 1a-1f: $ 448,142					
	h **Total.** Add lines 1a–1f u		2,911,013			
Program Service Revenue		Busn. Code				
	2a					
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g **Total.** Add lines 2a–2f u					
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts) u		57,867			57,867
	4 Income from investment of tax-exempt bond proceeds u					
	5 Royalties u					
		(i) Real	(ii) Personal			
	6a Gross rents					
	b Less: rental exps.					
	c Rental inc. or (loss)					
	d Net rental income or (loss) u					
	7a Gross amount from sales of assets other than inventory	(i) Securities 463,438	(ii) Other			
	b Less: cost or other basis & sales exps.	409,063				
	c Gain or (loss)	54,375				
	d Net gain or (loss) u		54,375	54,375		
	8a Gross income from fundraising events (not including $ 293,921 of contributions reported on line 1c). See Part IV, line 18 a	103,021				
	b Less: direct expenses b	40,644				
	c Net income or (loss) from fundraising events u		62,377			62,377
	9a Gross income from gaming activities. See Part IV, line 19 a					
	b Less: direct expenses b					
	c Net income or (loss) from gaming activities u					
	10a Gross sales of inventory, less returns and allowances a					
	b Less: cost of goods sold b					
	c Net income or (loss) from sales of inventory u					
	Miscellaneous Revenue	Busn. Code				
	11a					
	b					
	c					
	d All other revenue					
	e **Total.** Add lines 11a–11d u					
	12 **Total revenue.** See instructions. u		3,085,632	54,375	0	120,244

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

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Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	952,730	952,730		
2 Grants and other assistance to domestic individuals. See Part IV, line 22	412,334	412,334		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	112,675	84,507	11,268	16,900
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	329,125	157,891	132,625	38,609
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	53,739	25,373	28,366	
10 Payroll taxes	33,099	13,869	19,230	
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	21,175		21,175	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	67,603	65,395	1,058	1,150
12 Advertising and promotion				
13 Office expenses	496,591	458,013	36,607	1,971
14 Information technology	888		888	
15 Royalties				
16 Occupancy				
17 Travel	64,379	58,877	4,037	1,465
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	4,077	426	3,651	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Event expenses	142,741	111,165		31,576
b Training	34,573	14,695	19,878	
c Dues, fees, membership	30,007	19,970	5,897	4,140
d Miscellaneous	10,735		10,735	
e All other expenses	9,845	8,995	850	
25 Total functional expenses. Add lines 1 through 24e	2,776,316	2,384,240	296,265	95,811
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

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			(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest bearing	29,442	1	47,747
	2	Savings and temporary cash investments	494,365	2	685,079
	3	Pledges and grants receivable, net	114,690	3	157,710
	4	Accounts receivable, net	14,970	4	45,062
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use	248,585	8	242,627
	9	Prepaid expenses and deferred charges	16,451	9	14,849
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 24,406			
	b	Less: accumulated depreciation — 10b: 24,406		10c	
	11	Investments—publicly traded securities	1,632,917	11	1,819,885
	12	Investments—other securities. See Part IV, line 11		12	
	13	Investments—program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	2,606,861	15	2,464,924
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)	5,158,281	16	5,477,883
Liabilities	17	Accounts payable and accrued expenses	67,272	17	104,820
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	**Total liabilities.** Add lines 17 through 25	67,272	26	104,820
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ ☒ and complete lines 27 through 29, and lines 33 and 34.**			
	27	Unrestricted net assets	484,233	27	503,002
	28	Temporarily restricted net assets	4,209,388	28	4,369,940
	29	Permanently restricted net assets	397,388	29	500,121
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.			
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
	33	Total net assets or fund balances	5,091,009	33	5,373,063
	34	Total liabilities and net assets/fund balances	5,158,281	34	5,477,883

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	3,085,632
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,776,316
3	Revenue less expenses. Subtract line 2 from line 1	3	309,316
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	5,091,009
5	Net unrealized gains (losses) on investments	5	-27,262
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	5,373,063

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Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.	3b		

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

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(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(20) Laurie Cappelli	1.00									
Director	0.00	X						0	0	0
(21) Mark Peters	1.00									
Director	0.00	X						0	0	0
(22) Ted Richardson	1.00									
Director	0.00	X						0	0	0
(23) Cordell Rolle	1.00									
Director	0.00	X						0	0	0
(24) Janice Kershaw	40.00									
President	0.00			X				101,467	0	9,472
1b **Sub-total** u								101,467		9,472
c **Total from continuation sheets to Part VII, Section A** u										
d **Total (add lines 1b and 1c)** u										

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization **u**

		Yes	No
3 Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	**3**		
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	**4**		
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	**5**		

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization **u**

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

u Attach to Form 990 or Form 990-EZ.

u Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

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Name of the organization

Brevard Schools Foundation, Inc.

Employer identification number

59-2895155

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:

10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

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Section A. Public Support

Calendar year (or fiscal year beginning in) u	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	2,599,157	2,518,144	3,215,095	3,125,427	2,911,013	14,368,836
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge	51,629	92,229	90,916	92,337	92,198	419,309
4 **Total.** Add lines 1 through 3	2,650,786	2,610,373	3,306,011	3,217,764	3,003,211	14,788,145
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						358,502
6 Public support. Subtract line 5 from line 4.						14,429,643

Section B. Total Support

Calendar year (or fiscal year beginning in) u	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
7 Amounts from line 4	2,650,786	2,610,373	3,306,011	3,217,764	3,003,211	14,788,145
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	38,430	52,381	42,689	45,673	57,867	237,040
9 Net income from unrelated business activities, whether or not the business is regularly carried on					61,377	61,377
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						15,086,562

12 Gross receipts from related activities, etc. (see instructions) **12**

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

14	Public support percentage for 2017 (line 6, column (f) divided by line 11, column (f))	**14**	95.65 %
15	Public support percentage from 2016 Schedule A, Part II, line 14	**15**	96.69 %

16a **33 1/3% support test—2017.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☒

b **33 1/3% support test—2016.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

17a **10%-facts-and-circumstances test—2017.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐

b **10%-facts-and-circumstances test—2016.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

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Section A. Public Support

Calendar year (or fiscal year beginning in) u	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) u	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2017 (line 8, column (f) divided by line 13, column (f))	15	%
16	Public support percentage from 2016 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2017** (line 10c, column (f) divided by line 13, column (f))	17	%
18	Investment income percentage from **2016** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests—2017.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests—2016.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

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Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in Part VI when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in Part VI what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in Part VI.*	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in Part VI.*	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in Part VI.*	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in Part VI.*	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	**11a**	
b	A family member of a person described in (a) above?	**11b**	
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in Part VI.*	**11c**	

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Section B. Type I Supporting Organizations

		Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	**1**	
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	**2**	

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	**1**	

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	**1**	
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).*	**2**	
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.*	**3**	

Section E. Type III Functionally-Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).*

- **a** ☐ The organization satisfied the Activities Test. *Complete line 2 below.*
- **b** ☐ The organization is the parent of each of its supported organizations. *Complete line 3 below.*
- **c** ☐ The organization supported a governmental entity. *Describe in Part VI how you supported a government entity (see instructions).*

		Yes	No
2	Activities Test. *Answer (a) and (b) below.*		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	**2a**	
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	**2b**	
3	Parent of Supported Organizations. *Answer (a) and (b) below.*		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in Part VI.*	**3a**	
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in Part VI the role played by the organization in this regard.*	**3b**	

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

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Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6 and 7 from line 4).	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

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Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in **Part VI**). See instructions.	
7	**Total annual distributions.** Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions.	
9	Distributable amount for 2017 from Section C, line 6	
10	Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2017	(iii) Distributable Amount for 2017
1	Distributable amount for 2017 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2017 (reasonable cause required-explain in **Part VI**). See instructions.			
3	Excess distributions carryover, if any, to 2017:			
a				
b	From 2013			
c	From 2014			
d	From 2015			
e	From 2016			
f	**Total** of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2017 distributable amount			
i	Carryover from 2012 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2017 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2017 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2017, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in **Part VI**. See instructions.			
6	Remaining underdistributions for 2017. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in **Part VI**. See instructions.			
7	**Excess distributions carryover to 2018.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2013			
b	Excess from 2014			
c	Excess from 2015			
d	Excess from 2016			
e	Excess from 2017			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

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Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

u Attach to Form 990, Form 990-EZ, or Form 990-PF.
u Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2017

Name of the organization

Brevard Schools Foundation, Inc.

Employer identification number

59-2895155

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Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	☒ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33$^{1}/_{3}$% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . ▶ $ . . . . . .

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization Brevard Schools Foundation, Inc.

Employer identification number 59-2895155

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

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(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1		$ 110,096	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2		$ 66,985	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3		$ 103,700	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4		$ 62,776	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5		$ 163,683	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6		$ 98,800	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization Brevard Schools Foundation, Inc.

Employer identification number 59-2895155

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

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(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7		$ 77,500	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
8		$ 223,259	Person [ ] Payroll [ ] Noncash [X] (Complete Part II for noncash contributions.)
9		$ 108,201	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization Brevard Schools Foundation, Inc.

Employer identification number 59-2895155

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

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(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
8	school supplies	$ 223,259	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

u Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
u Attach to Form 990.
u Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization

Brevard Schools Foundation, Inc.

Employer identification number

59-2895155

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Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (e.g., recreation or education)
☐ Protection of natural habitat
☐ Preservation of open space
☐ Preservation of a historically important land area
☐ Preservation of a certified historic structure

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

		Held at the End of the Tax Year
a	Total number of conservation easements	2a
b	Total acreage restricted by conservation easements	2b
c	Number of conservation easements on a certified historic structure included in (a)	2c
d	Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year **u**

4 Number of states where property subject to conservation easement is located **u**

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year **u**

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year **u** $

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 **u** $

(ii) Assets included in Form 990, Part X **u** $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 **u** $

b Assets included in Form 990, Part X **u** $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- **a** ☐ Public exhibition
- **b** ☐ Scholarly research
- **c** ☐ Preservation for future generations
- **d** ☐ Loan or exchange programs
- **e** ☐ Other

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4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	**1c**	
d Additions during the year	**1d**	
e Distributions during the year	**1e**	
f Ending balance	**1f**	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	821,919	746,159	750,890	741,570	701,360
b Contributions	134,012	23,566	27,021	42,422	12,871
c Net investment earnings, gains, and losses	44,235	64,303	-15,795	-6,665	58,944
d Grants or scholarships	5,500	4,500	3,170	14,101	16,665
e Other expenditures for facilities and programs	15,003	7,609	12,787	12,335	14,940
f Administrative expenses					
g End of year balance	979,663	821,919	746,159	750,890	741,570

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- **a** Board designated or quasi-endowment **u** 36.00 %
- **b** Permanent endowment **u** 51.00 %
- **c** Temporarily restricted endowment **u** 13.00 %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		X
(ii) related organizations	3a(ii)		X
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		2,706	2,706	
e Other		21,700	21,700	
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* **u**				

Part VII Investments—Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 12.)* u		

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Part VIII Investments—Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 13.)* u		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

	(a) Description	(b) Book value
(1)	Florida prepaid tuition contracts	2,464,924
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* u		2,464,924

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* u	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	3,234,482
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a	-27,262		
b	Donated services and use of facilities	2b	135,468		
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d	40,644		
e	Add lines **2a** through **2d**			2e	148,850
3	Subtract line **2e** from line **1**			3	3,085,632
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	3,085,632

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Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	2,952,428
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a	135,468		
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d	40,644		
e	Add lines **2a** through **2d**			2e	176,112
3	Subtract line **2e** from line **1**			3	2,776,316
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	2,776,316

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part V, Line 4 - Intended Uses for Endowment Funds

The Foundation holds $357,000 in Board-designated reserve funds; $548,000 in donor-restricted funds for scholarships, and $75,000 in donor-restricted funds for the Supply Zone school store.

Part XI, Line 2d - Revenue Amounts Included in Financials - Other

Special events expenses $ 40,644

Part XII, Line 2d - Expense Amounts Included in Financials - Other

Special events expenses $ 40,644

Part XIII Supplemental Information *(continued)*

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SCHEDULE G (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

u **Attach to Form 990 or Form 990-EZ.**

u **Go to** *www.irs.gov/Form990* **for the latest instructions.**

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization

Brevard Schools Foundation, Inc.

Employer identification number

59-2895155

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Part I **Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- **a** ☐ Mail solicitations
- **b** ☐ Internet and email solicitations
- **c** ☐ Phone solicitations
- **d** ☐ In-person solicitations
- **e** ☐ Solicitation of non-government grants
- **f** ☐ Solicitation of government grants
- **g** ☐ Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ **Yes** ☐ **No**

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	**(ii)** Activity	(iii) Did fund-raiser have custody or control of contributions? **Yes**	**No**	**(iv)** Gross receipts from activity	**(v)** Amount paid to (or retained by) fundraiser listed in col. **(i)**	**(vi)** Amount paid to (or retained by) organization
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total ▶							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

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		(a) Event #1 ABC Awards (event type)	(b) Event #2 TSIC Gala (event type)	(c) Other events 6 (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	94,401	84,144	218,397	396,942
	2 Less: Contributions	86,926	74,370	132,625	293,921
	3 Gross income (line 1 minus line 2)	7,475	9,774	85,772	103,021
Direct Expenses	4 Cash prizes			850	850
	5 Noncash prizes			4,174	4,174
	6 Rent/facility costs		1,704	13,049	14,753
	7 Food and beverages		5,795	12,222	18,017
	8 Entertainment		600	2,250	2,850
	9 Other direct expenses				
	10 Direct expense summary. Add lines 4 through 9 in column (d) ▶				40,644
	11 Net income summary. Subtract line 10 from line 3, column (d) ▶				62,377

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes ☐ No %	☐ Yes ☐ No %	☐ Yes ☐ No %	
	7 Direct expense summary. Add lines 2 through 5 in column (d) ▶				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d) ▶				

9 Enter the state(s) in which the organization conducts gaming activities:

a Is the organization licensed to conduct gaming activities in each of these states? ☐ **Yes** ☐ **No**

b If "No," explain:

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ **Yes** ☐ **No**

b If "Yes," explain:

11 Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility **13a** %

b An outside facility **13b** %

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14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name **u**

Address **u**

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization **u** $ and the amount of gaming revenue retained by the third party **u** $

c If "Yes," enter name and address of the third party:

Name **u**

Address **u**

16 Gaming manager information:

Name **u**

Gaming manager compensation **u** $

Description of services provided **u**

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year **u** $

Part IV Supplemental Information.

Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

SCHEDULE I (Form 990)

Department of the Treasury
Internal Revenue Service

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

u Attach to Form 990.

u Go to *www.irs.gov/Form990* for the latest information.

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OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization

Brevard Schools Foundation, Inc.

Employer identification number

59-2895155

Part I General Information on Grants and Assistance

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? ..... [X] Yes [ ] No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments.

Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than $5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
(1) School Board of Brevard County, FL 2700 Judge Fran Jamieson Way Viera FL 32940	59-6000522		919,442	33,288		supp & equip	support Brev schools
(2)							
(3)							
(4)							
(5)							
(6)							
(7)							
(8)							
(9)							

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table ..... u 1

3 Enter total number of other organizations listed in the line 1 table ..... u

Part III **Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22. Part III can be duplicated if additional space is needed.

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	(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of noncash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance
1	grants to educators	41	40,171			
2	individual scholarships	119	372,163			
3						
4						
5						
6						
7						

Part IV **Supplemental Information.** Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

See Schedule I Supplemental Information Worksheet

SCHEDULE I (Form 990)	Supplemental Information For calendar year 2017, or tax year beginning 07/01/17 , and ending 06/30/18	2017

Name of the organization: Brevard Schools Foundation, Inc.

Employer identification number: 59-2895155

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Part I, Line 2 - Procedures for Monitoring the Use of Grant Funds

Assistance to Brevard County Schools

Assistance is provided from funds provided by contributions, grants or fundraising events. The Foundation's accounting system maintains records of funds based on restrictions and based on transactions with specific schools within the County to assure proper distribution of the funds. Once the funds are received by the schools, they are monitored by the District's internal auditing process. Grant funds held at the Foundation are monitored to ensure expenses fall within grant criteria and budget parameters.

Brevard Schools Foundation Scholarship Program

The Foundation Board of Directors oversees the program. The process for selecting student scholarship recipients is non-discriminatory. A review panel that includes business and community volunteers, district employees, and district retirees conducts the selection of scholarship recipients. Among the criteria considered are: 1)academic achievements, 2)extra-curricular activities and community involvement, 3)financial need and 4) special career/study field interest, talent or aptitude.

Bright Ideas Classroom Grants

The Foundation Board has established a review committee comprised of National Board Certified teachers and other educators, and community volunteers. Grants are evaluated based upon their potential benefit to students, their likelihood of improving instructional practice, the number of students involved, project creativity and innovation, effective use of resources, potential sponsor interest and other criteria. Teachers who receive classroom grant funds are required to submit a final report to

SCHEDULE I (Form 990)

Supplemental Information

For calendar year 2017, or tax year beginning 07/01/17 , and ending 06/30/18

2017

Name of the organization

Brevard Schools Foundation, Inc.

Employer identification number

59-2895155

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Brevard Schools Foundation, along with the budget and receipts for purchases by May 31. Any unspent funds are required to be returned to BSF before May 31. Any changes to the project require written notification to and approval from the Foundation.

SCHEDULE M (Form 990)

Department of the Treasury
Internal Revenue Service

Noncash Contributions

u Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
u Attach to Form 990.
u Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2017

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Name of the organization: Brevard Schools Foundation, Inc.

Employer identification number: 59-2895155

Part I Types of Property

		(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1	Art — Works of art				
2	Art — Historical treasures				
3	Art — Fractional interests				
4	Books and publications				
5	Clothing and household goods				
6	Cars and other vehicles	X	3	8,588	market value
7	Boats and planes				
8	Intellectual property				
9	Securities — Publicly traded				
10	Securities — Closely held stock				
11	Securities — Partnership, LLC, or trust interests				
12	Securities — Miscellaneous				
13	Qualified conservation contribution — Historic structures				
14	Qualified conservation contribution — Other				
15	Real estate — Residential				
16	Real estate — Commercial				
17	Real estate — Other				
18	Collectibles				
19	Food inventory				
20	Drugs and medical supplies				
21	Taxidermy				
22	Historical artifacts				
23	Scientific specimens				
24	Archeological artifacts				
25	Other u(school supplies)	X	16	275,820	market value
26	Other u(various)	X	274	163,734	market value
27	Other u( )				
28	Other u( )				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement . . . . . 29 | 0

			Yes	No
30a	During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?	30a		X
b	If "Yes," describe the arrangement in Part II.			
31	Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?	31	X	
32a	Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?	32a		X
b	If "Yes," describe in Part II.			
33	If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.			

Part II **Supplemental Information.** Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

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SCHEDULE O (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

u Attach to Form 990 or 990-EZ.

u Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

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Name of the organization	Employer identification number
Brevard Schools Foundation, Inc.	59-2895155

Form 990 - Organization's Mission

Brevard Schools Foundation is the direct-support, non-profit organization which matches community resources with the needs of Brevard Public schools in order to enhance public education K-12. Ranked nationally for its support of public education, the Foundation has provided more than $50 million in benefit since 1987.

Form 990, Part I, Line 6

Volunteers are made up of 23 Board members, 98 volunteers for office and Classroom Grant & Scholarship reviewers, 53 special events volunteers, 15 Take Stock in Children (TSIC) Leadership Council, 219 TSIC mentors, 49 TSIC events volunteers, and 367 Supply Zone/Back to School volunteers.

Form 990, Part III, Line 4d - All Other Accomplishment

Classroom study grants - 35 awarded

Classroom grants are awarded each semester in a competitive application process to support strategic initiatives and programs in support of improving student achievement and teaching quality. Classroom awards up to $500 or grade-level/schoolwide awards up to $1,500 encourage teachers to bring their innovative and creative projects to the classroom in areas of need where school budgets fall short or tax dollars cannot be used. The classroom grant program engages communities, allowing donors the opportunity to support the focus area that best matches their interest.

Teacher Appreciation Critical Needs grants - 6 awarded

Name of the organization	Employer identification number
Brevard Schools Foundation, Inc.	59-2895155

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Form 990, Part VI, Line 4 – Significant Changes to Organizational Documents

Bylaws were revised in June 2018 to 1) change the ex-officio position of the past Teacher of the Year to a non-voting member, and 2) change the President's title to President & CEO.

Form 990, Part VI, Line 7b - Decisions Subject to Approval of Members

Per state statute, the Board of Directors of the Organization is approved by the district school board.

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

A draft of the Form 990 is provided to all Board members prior to filing. The draft Form 990 is reviewed by the Treasurer, the President and the Accountant at a Finance Committee meeting with the return preparer and approved before filing.

Form 990, Part VI, Line 12c - Enforcement of Conflicts Policy

Any violations of the Conflict of Interest Policy are handled by the Executive Committee of the Board of Directors.

Form 990, Part VI, Line 15a - Compensation Process for Top Official

This past year, the Board of Directors only approved cost of living adjustments for the President and all staff members. As needed, the Finance Committee conducts a pay comparability study using the Central Florida Nonprofit Compensation and Benefits Report as a basis with the Board's strategic goal of compensating the President and all staff members at no less than the 75th percentile. Approval of the salaries was included in the

Name of the organization: Brevard Schools Foundation, Inc.

Employer identification number: 59-2895155

Finance Committee discussion of the budget, which was approved by the Board of Directors.

Public Inspection Copy

Form 990, Part VI, Line 15b - Compensation Process for Officers

The process described above for compensation of the President also included consideration of the compensation for all other staff positions.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

The Foundation's organizing documents, conflict of interest policy and financial statements are available to the public at its office upon request.

Form 990, Part XI, Line 9 - Other Changes in Net Assets Explanation

Special events expenses	$ 40,644
Special events expenses	$ -40,644

Legislation Details (With Text)

File #:	19-254	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	5/22/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Approve a Resolution amending and updating the Utility Handbook for changes in existing policy and to Approve the Schedule B: Miscellaneous Utility Rates, Fees, & Charges and to approve the ability of staff to make administrative changes to the Utility Handbook that do not alter the approved policies contained therein. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CURRENT - Utilities Handbook CURRENT - Exhibit A Rates Fees and Charges CURRENT - Exhibit B Customer Service Policy Manual PROPOSED - Utilities Handbook.pdf PROPOSED - Schedule B - Miscellaneous Rates, Fees, & Charges Utility Handbook Resolution No. 2019-072 Summary of Proposed Changes in Schedule B.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 22, 2019
Agenda Date: August 14, 2019
Prepared By: Jessica Dovale, Utility Support Service Manager
Through: Rebecca Bowman, Finance Director
Requested Action:

To Approve a Resolution amending and updating the Utility Handbook for changes in existing policy and to Approve the Schedule B: Miscellaneous Utility Rates, Fees, & Charges and to approve the ability of staff to make administrative changes to the Utility Handbook that do not alter the approved policies contained therein.

BACKGROUND:

On November 10, 1994, the Cocoa City Council adopted the Utilities Handbook and its exhibits for the purpose of formalizing operating policies and procedures for the City's Utility System. The last major update to the Utility Handbook was in 2013, and the last update to the utility rates found in Exhibit A - Rates, Fees, & Charges occurred in 2008.

The Utilities Handbook is updated periodically, through Council adoption, to reflect current practices,

update rates, or to further clarify policies and procedures. The handbook and its exhibits are an extremely useful tool used to govern the relationship between the City and its utility customers. On many occasions the policies within the handbook have been cited enabling customer disputes to be settled with a fair and consistent approach that are applicable to all customers in the same manner.

Attached to this agenda is a copy of the current 1) Utility Handbook, 2) Exhibit A - Rates, Fees, & Charges, and 3) Exhibit B - Customer Service Policy Manual. These three documents contain high level utility topics most frequently asked by customers or explained by Staff. However, not all of the current utility practices or concerns utility customers have are outlined in these documents.

Also attached to this agenda is a copy of the proposed 1) Utility Handbook and the 2) Schedule B: Miscellaneous Rates, Fees, & Charges. The revised Utility Service Policy and Procedures Handbook merges the contents of the current Utility Handbook along with Exhibit B - Customer Service Policy Manual into one comprehensive document. It serves as a thorough handbook providing extensive detail on many utility topics that were not previously documented in the utility handbook but have been in practice for many years. Along with documenting many current utility procedures and rates, these two attachments include proposed changes on specific utility topics and rates.

Some of the policy changes proposed in Utility Handbook are:

- Customer Service hours changing to close at 4:30pm.
- Firelines to be kept active and in the name of the property owner.
- Require all property owner accounts to be in good standing prior to allowing any tenant to contract service at any of the locations owned by the same property owner.
- Added additional deposit exemptions for property owners on residential properties such as 1. Military/Veterans, 2. Any applicant who maintains automatic bank draft for 12 consecutive months, or 3. When credit screening result is low risk (once implemented).
- Added additional deposit exemptions for non-property owners on residential properties such as 1. Any applicant who maintains automatic bank draft for 12 consecutive months, or 2. When credit screening result is low risk (once implemented).
- Implement a process that allows an accounts holder to request exemption from public record per Florida Statute.
- Added additional eligibility criteria for Cocoa garbage discount and/or late fee penalties to age 62 and over, active duty military, certain Veterans, and disabled citizens. The discount/exemption expiries if the account is processed for delinquency two or more times in 12 consecutive months.
- Allows for waiving the high consumption credit processing fee as exemption to high consumption policy during state of emergency.

The changes proposed in Schedule B: Miscellaneous Rates, Fees, & Charges are summarized in the attached Summary of Proposed Changes in Schedule B.

Staff is requesting Council to review and approve the Utility Handbook and Schedule B: Miscellaneous Rates, Fees, & Charges.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On August 16, 2011, during a revision of the Utility Handbook, City Staff worked with our consultant Stantec, then Burton and Associates, to update the High/Excessive Consumption Policy. The analysis provided by Stantec was of the nature that each of the City's four tiers had a specific function. The first tier rate is a discounted rate to promote conservation, the second tier rate is the actual cost of water, and the third and fourth tiers were put in place to also promote water conservation. Therefore, with the 2011 revision to this policy, the City would recalculate excessive water loss over the customer's average, and bill all of the consumption at the second tier rate and not penalize the customers by billing at the higher third and fourth tier rates.

On October 22, 2013, during the Utility Handbook update, the City made additional efforts to assist our customers in regards to the financial impact created by excessive water consumption loss. The changes to the policy included: An "event" which causes the water loss to cross into a second billing cycle, both bills would be considered in the adjustment, and the adjustments were now to be calculated at the first tier rate, thus creating an even more generous policy.

On December 12, 2017, after Hurricane Irma, the City made additional efforts, through a Utility Handbook update, by eliminating some eligibility criteria for a high consumption adjustment in order to assist our customers in regards to the financial impact created by excessive water consumption loss during a natural disaster and in the event the City of Cocoa declares a state of emergency.

RECOMMENDED MOTION:

To Approve a Resolution amending and updating the Utility Handbook for changes in existing policy and to Approve the Schedule B: Miscellaneous Utility Rates, Fees, & Charges, Charges and to approve the ability of staff to make administrative changes to the Utility Handbook that do not alter the approved policies contained therein.

TABLE OF CONTENTS

SECTION 1 RIGHTS AND RESPONSIBILITIES....1

1.1 APPLICATION FOR SERVICE....1
1.2 RIGHT OF WAY AND ACCESS....1
1.3 RELOCATION OR ADJUSTMENT OF UTILITIES....1
1.4 LIMITS OF LIABILITY....2
1.5 CUSTOMER FACILITIES....3
1.6 FLORIDA STATUTE 812.14 TRESPASS AND LARCENY WITH RELATION TO UTILITY FIXTURES....3

SECTION 2 EXTENSION OF UTILITY SYSTEMS....4

2.1 UTILITY SERVICE....4
2.1.1 Requirements....4
2.1.2 Costs....4
2.1.3 Policy Exceptions....5
2.1.4 Conformance with Technical Provisions....5
2.2. UTILITY EXTENSION POLICY & PROCEDURE....5
2.2.1 Utility Extension Policy....5
2.2.2 Utility Extension Procedure....6
2.2.2.1 Initial Submittal....6
2.2.2.2 Final Submittal....6
2.2.2.3 FDEP Permit....7
2.2.2.4 FDOT Permit....7
2.2.2.5 Requirement Letter....7
2.2.2.6 Payment of Charges....7
2.2.2.7 Preconstruction Meeting....8
2.2.2.8 Material Inspection....8
2.2.2.9 Wet Taps....8
2.2.2.10 Open Ditch Inspection....8
2.2.2.11 Pressure Test and Chlorination....8
2.2.2.12 Bacteriological Testing....9
2.2.2.13 FDEP Clearance....9
2.2.2.14 Final Inspection....9
2.2.2.15 Acceptance of Utility Extension....10
2.2.2.16 As-Built Drawings....10
2.2.2.17 Bill of Sale....10
2.2.2.18 Easement....10
2.2.3 Non-Accepted Systems....11
2.2.4 Private Utility Systems....11
2.3 FIRE PROTECTION SYSTEM REQUIREMENTS....11

SECTION 3 POTABLE WATER SERVICE....13

3.1 REQUIREMENTS AND REGULATIONS....13
3.1.1 Potable Water Service Policy....13
3.1.2 Resale of Water....13
3.1.3 Subserving by Customer....13
3.1.4 Customer Facility Requirements....14
3.1.5 Backflow Prevention Assemblies....14
3.1.6 Curb Stops....14
3.1.7 Individual Meters....15
3.1.8 Sizing of Meters....15
3.1.9 Upsizing of Water Meters....15
3.1.10 Separation of Meters....15
3.1.11 Temporary Irrigation Meters....16

3.1.12 Temporary Construction Meters 16
3.1.13 Temporary Jumper Meters 16
3.2 CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION 17
3.2.1 Cross-Connection Control Policy 17
3.2.2 Rules and Standards 17
3.2.3 Backflow Prevention 18
3.3 RATES, FEES, AND CHARGES 18
3.3.1 Policy 18
3.3.2 Fire Protection Service Charge 19
3.3.3 Impact Fees 19
3.3.4 Miscellaneous Water Service Charges 19
3.3.5 Administrative Charges 20
3.3.6 Connection Charges 21
3.3.7 Area-Specific Connection Charges 21
3.3.8 Deposits 21
3.3.8.1 Single-family Residential Customers: 21
3.3.8.2 Commercial and Multifamily Dwelling Accounts: 22
3.3.8.3 Government Entities 22
3.3.9 Customer Accounts 23

Exhibit A: RATES, FEES, AND CHARGES
Exhibit B: CUSTOMER SERVICE DIVISION POLICY MANUAL

Appendix 1: CONTACT LIST (Utilities Department telephone numbers)
Appendix 2: BACTERIOLOGICAL TESTING PROCEDURES BY PRIVATE LABORATORIES
Appendix 3: *Florida Statutes 812.14 Trespass and larceny with relation to utility fixtures.*

SECTION 1 RIGHTS AND RESPONSIBILITIES

1.1 APPLICATION FOR SERVICE

Prior to making application for new service requiring utility construction, the customer should contact the City of Cocoa (hereinafter "City") Engineering Division for requirements and costs associated with constructing a new utility service. The general requirements are described in the City's *Technical Provisions for the Construction of the Water Distribution System, the Water Reclamation System, and the Wastewater Collection System* (hereinafter "*Technical Provisions*") and Standard Detail Drawings which are available from the Engineering Division.

Application for water, waste water, or reclaimed water service from the City is made through the Customer Service Division located at City Hall, 65 Stone Street, Cocoa, Florida. A customer or a duly authorized agent may apply for service by mail, over the telephone or internet, or in person, with proper identification. By applying for service, the customer agrees to abide by all current and future provisions of this *Utilities Handbook* (hereinafter "Handbook").

1.2 RIGHT OF WAY AND ACCESS

As a condition of service, the customer grants to the Utilities Department all rights and privileges necessary for the rendering of service. Utilities Department employees must have access at all times to the City's facilities located on the customer's premises. Access is limited to the installation, operation, maintenance, inspection, and/or removal of utility appurtenances. Failure to provide access to Utilities Department personnel is grounds for discontinuance of service. The Utilities Department is not liable for trespass during the performance of these activities. Vehicles or large movable objects that block access to the utilities right-of-way may be towed at the customer's expense.

1.3 RELOCATION OR ADJUSTMENT OF UTILITIES

Standard residential 3/4" and 1" meter relocations or adjustments with no concrete or asphalt open cuts, no site restoration work, and less than ten feet in length will be performed by the City at a cost as provided in Exhibit A Rates, Fees, and Charges.

Residential 3/4" and 1" meter relocations or adjustments that require a permit, concrete or asphalt open cuts, site restoration work, or are longer than ten feet will

require a cost estimate from the Engineering Division and the customer will be required to pay that cost prior to the work being performed by the City.

The City will not relocate or adjust 3/4" and 1" residential meters within subdivisions currently being developed or within one year of acceptance by the City. The owner must contact the developer who shall have its utility contractor relocate the meter under the direct supervision of the Utilities Department.

When relocation or adjustment of the City's facilities is necessary for a multifamily or commercial building due to a change in the customer's operation or construction or due to a customer's request, such relocation or adjustment will be designed by an engineer and constructed by a utility contractor provided by and paid for by the customer. The relocation or adjustment will be in accordance with Section 2.2 Utility Extension Policy & Procedure.

In the event that relocation of a customer's point of service (see Section 1.5) is required by the City, a new on-site service line may be installed by a licensed plumber at no cost to the customer. The customer will provide the necessary access to the property for such an installation and will assume responsibility for same upon relocation.

The relocation work or connection of the customer's facilities will be warrantied for any defects in the construction for a period of one year. The City however will not be responsible for cost associated with damage caused by natural disasters, breaks, acts of God, misuse of the facilities, or any other cause beyond the control of the Utilities Department.

1.4 LIMITS OF LIABILITY

The Utilities Department will use reasonable diligence to provide dependable service but **DOES NOT GUARANTEE** continuous and uninterrupted service.

The City is not liable for want of supply or for any occurrence, act, or omission caused directly or indirectly by mechanical failure of equipment and/or facilities; repairs or adjustments to its system; riots, strikes, civil unrest, insurrections; accident; litigation; interference by Federal, State, or municipal governments; acts of God; acts of the public enemy; or any other cause beyond the control of the Utilities Department. The City reserves to itself full discretion in reducing the amount of water available, in serving some customers to the exclusion of others, or, if necessary, in discontinuing water, reclaimed water, or waste water services.

1.5 CUSTOMER FACILITIES

The City is not responsible or liable for the customer's utility system beyond the following points of service:

- Water: the meter and/or backflow prevention assembly
- Reclaimed Water: the meter and/or curb stop
- Waste water: the City's sewer cleanout or the property line
- Fire Protection/Suppression Systems: the meter, backflow prevention assembly, and the bottom fitting in the ground downstream of the double detector check valve.

The City does not assume any responsibility for or liability arising because of the condition of plumbing or apparatus on the premises of the customer. Metered water is the property of the customer. The Utilities Department is not liable for loss or damage to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of metered water on the customer's premises.

1.6 Florida Statute 812.14 TRESPASS AND LARCENY WITH RELATION TO UTILITY FIXTURES

The entire text of Florida Statute 812.14 is contained in Appendix 3. In summary, it is unlawful to willfully alter or tamper with a utility meter, pipe, or other property belonging to the utility; to connect to the utility without the utility's consent; or to use the utility without paying for the service. At its discretion, the City may prosecute in criminal and/or civil court any person who violates this Statute.

SECTION 2 EXTENSION OF UTILITY SYSTEMS

2.1 UTILITY SERVICE

2.1.1 Requirements

A customer desiring service that requires a main extension shall follow the Utility Extension Procedure contained in this Article. The water meter must be set along the frontage of the property being served. This includes flag lots and ingress/egress easements. Existence of a private utility easement across adjacent properties does not eliminate the requirement for a water main extension across the frontage of the property. The water meter must remain with the property for which it is originally set. It must not be relocated or transferred to another property.

Water main extensions must be completed and accepted by the Utilities Department and cleared by the Florida Department of Environmental Protection (FDEP) prior to furnishing utility service. Main extensions may be required to eliminate service line crossings at major roads or to eliminate services connected to water transmission mains. Water mains and reclaimed water mains must extend across the entire frontage of all properties to be serviced and across all vehicle entrance ways of new subdivisions. Off-site interconnections or tie-ins may be required, as deemed necessary by the Engineering Division, to insure system integrity and eliminate dead-end systems.

Sewer mains must be extended, at the greatest depth possible, up to the nearest lot line or across all entrance drives or streets. In areas where no gravity sewer exists, the customer may be required to install a sewage pump station that meets the City's specifications. Construction costs due to pumping capacity and manhole/wetwell depths greater than customer requirements may be offset by the City. Location, depth, and capacity of the pump station must be approved by the Utilities Department. Pump station sites are to be deeded to the City and should be 50 feet by 50 feet in size unless otherwise approved by the Engineering Division. Privately operated sewage pump stations may be permitted if operation and maintenance are provided by the owner.

2.1.2 Costs

Main extensions are at the expense of those desiring service. The customer shall engage private engineering and construction contractor services at his/her own expense.

All plans and specifications are subject to the City's approval. The City reserves the right to over-size or to require minimum sizes for any main extension or utility installation.

2.1.3 Policy Exceptions

Special cases that do not conform to normal conditions to which these policies apply may be appealed to the City Manager. The City Manager, or a designee, may grant exceptions to the policies to provide relief in cases where extenuating circumstances justify such action. Exceptions are granted only on a case-by-case basis and are not to be considered a change of policy or as setting a precedent.

2.1.4 Conformance with Technical Provisions

All utility system installations and extensions must be constructed in conformance with the latest revision of the *Technical Provisions* and Standard Detail Drawings in effect at the time plans were approved by the City. If over six months has elapsed since the plans were approved by the City, all installations must conform to the revision of the *Technical Provisions* and Standard Detail Drawings in effect as of the date of the pre-construction conference. The materials and installation as described in the *Technical Provisions* and Standard Detail Drawings take precedence over the engineer's plans unless approved in writing by the Engineering Division. The *Technical Provisions*, Standard Detail Drawings, and a schedule of rates, fees, and charges are available at the Engineering Division located at 351 Shearer Boulevard, Cocoa, Florida.

The constructed facilities are subject to inspections by City representatives for compliance with the City's *Technical Provisions*, Standard Detail Drawings, plans, and specifications. Ample notice and opportunity for inspection of new facilities, pipe, fittings, connections, and thrust blocks must be provided by the contractor. All required testing must be performed by the contractor in the presence of a City representative.

2.2. UTILITY EXTENSION POLICY & PROCEDURE

2.2.1 Utility Extension Policy

The City will accept for operation and maintenance utility extensions constructed for the purpose of providing service to areas within the franchise boundaries of the City. Utility extensions include water distribution systems, firelines, waste water collection

systems, and reclaimed water distribution systems. The City is not obligated to accept any extension or render service until the requirements contained in this section have been met.

A Utility contractor is required for all main extensions and the main extension up to the point of service for the fire line system. A fire line contractor is required for the installation from the point of service for the fire line system and the DCDA

2.2.2 Utility Extension Procedure

Prior to any utility extension in the City's service area, the City must review the plans. A Plan Review Charge is collected in accordance with Exhibit A Rates, Fees, and Charges. A check made payable to the City of Cocoa must be submitted with the plans for review.

2.2.2.1 Initial Submittal

The City will perform a preliminary review of plans. Send one set of plans that have been prepared, signed, and sealed by an engineer registered in accordance with Florida Statutes to the Engineering Supervisor. The set must include water and or waste water and or reclaimed plans showing the location of the mains, distance off proposed pavement, size and type of mains, size and type of services, fire hydrant with hydrant tees, gate valve locations, restrained pipe lengths, proposed length of pipe, locations of other utilities; manholes, laterals, slope, water and sewer calculations, fire flow calculations, *Technical Provisions;* and Standard Detail Drawings.

The City will send a letter to the engineer of record requesting revisions to the plans, if necessary, or advising that the plans are acceptable and instructing the engineer of record to submit the (revised) plans for final review.

2.2.2.2 Final Submittal

Send three sets of plans and FDEP permit applications that have been prepared, signed (all with original signature), and sealed by an engineer registered in accordance with Florida Statutes to the Engineering Supervisor. See above 2.2.2.1

If the mains will be installed within Florida Department of Transportation (FDOT) right-of-way, a FDOT permit application must also be submitted. (See Section 2.2.2.4 FDOT Permit.)

The City will review the final set of plans and, once acceptable, the Engineering Division will approve the plans. Then a set of plans and the permit applications will be sent to the Utilities Director for approval. Then the Engineering Secretary will advise the engineer of record to pick up the approved plans and submit them to FDEP.

2.2.2.3 FDEP Permit

FDEP requires that the City's *Technical Provisions* and Standard Detail Drawings are included with the plans. The engineer of record is responsible for submitting the approved set of plans and permit application to FDEP.

2.2.2.4 FDOT Permit

FDOT requires a permit for work within FDOT right-of-way that requires open cutting or crossing of pavement or sidewalks. The permit application is prepared by the engineer of record and submitted to the Engineering Division. The owner/developer shall sign the City's **Construction Agreement** and the owner/developer shall have the City's **Hold Harmless and Indemnification Agreement** signed by all contractors and subcontractors that will provide preparation, installation, and clean-up of the utility work within the FDOT right-of-way. The agreements must be approved by the City Manager. Then the permit application will be signed by the Utilities Director or designee and forwarded to FDOT.

2.2.2.5 Requirement Letter

The City will send a requirement letter to the engineer of record once the City has received the FDEP permit. The requirement letter outlines all the items necessary for acceptance of the utility extension and lists the fees and charges due including impact fees, meter charges, and backflow prevention assembly charge.

2.2.2.6 Payment of Charges

Prior to preconstruction for the new utility system, payment of the following charges is required: Jumper Meter Installation Charge, all Painting Charges, and Fire Protection Service Charge.

Connection Charges must be paid with the meter installation charge.

The Meter Installation Charge can be paid before or after utility system acceptance. However, the meter will not be installed until the utility system has been

accepted for service by the Utilities Department. The customer should allow two to four weeks after the utility system is accepted for meter installation.

2.2.2.7 Preconstruction Meeting

A preconstruction meeting is required prior to installation of a utility extension. The utility contractor and his/her field Superintendent is required to attend this meeting and provide proof of registration as a State-certified underground utility contractor. The meeting is held in the Utilities Administration Building at 351 Shearer Blvd., Cocoa. The utility contractor is responsible for arranging the meeting time with the Inspection Supervisor. It is recommended that the engineer of record and the project owner attend this meeting. The preconstruction meeting will cover the schedule for payment of fees and charges, materials and installation, the contractor's installation schedule, inspection, testing, and acceptance of the utility system.

2.2.2.8 Material Inspection

An inspection of all material is required before it is installed. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector.

2.2.2.9 Wet Taps

All wet taps will be performed by a private tapping contractor that must be on the City's list of approved tapping contractors.

2.2.2.10 Open Ditch Inspection

After the utility extension has been installed, an open ditch inspection is required prior to backfilling the trench. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector. The Inspector will check pipe installation and conformance with plans and specifications.

2.2.2.11 Pressure Test and Chlorination

After the utility extension has been installed and backfilled, all mains shall be swabbed. Foam swabs shall be flushed through the new mains. The swabbing shall be done by the contractor under the direct supervision of the Engineering Inspector . After swabbing, a pressure test is required. The water system is tested at 150 psi for two hours to test for leakage and structural soundness. The first hour is to be witnessed by the utility contractor; the last hour is to be witnessed by the City's Engineering

Inspector and the utility contractor. The utility contractor is responsible for scheduling this test with an Engineering Inspector.

After the pressure test is successfully completed, the water line and appurtenances must be chlorinated. Disinfection will conform to the applicable provisions of American Water Works Association Specification C-651. The chlorine solution must remain in the pipe for at least 24 hours before flushing. No flushing is allowed between bacteriological sampling. All Chlorinated water is required to be de-chlorinated prior to discharge.

2.2.2.12 Bacteriological Testing

A bacteriological test will be performed by a private laboratory in accordance with the City's "Bacteriological Testing Procedures By Private Laboratories" (Appendix 2).

2.2.2.13 FDEP Clearance

Clearance from FDEP is required before the temporary jumper can be removed. The engineer of record shall submit to the City a completed FDEP form "Certification of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking Water Facility into Service" (Clearance Form) and, if a general permit was obtained from FDEP, as-built drawings that have been signed (original signature) and sealed by the engineer of record.

The City will attach a copy of the FDEP permit, pressure test sketch showing the sample points, bacteriological test results, and a copy of the as-built drawings, if required, to the Clearance Form. The Clearance Form is then approved by the Utilities Director and mailed to FDEP. Submittal of the Clearance Form by the engineer of record to the City is time sensitive since the bacteriological test results cannot be older than 60 days by the time they are received by FDEP.

2.2.2.14 Final Inspection

After all tests of the utility extension have been successfully completed, a final inspection must be scheduled. The final inspection consists of checking for concrete valve pads, blue reflectors at the fire hydrants, meter boxes installed to grade, curb stops properly installed in the meter boxes, service line locations marked on the curb, all valves are open, and proper paint used on items that require painting. The utility contractor is

responsible for scheduling this inspection with an Engineering Inspector. It is recommended but not required that the utility contractor be present for the final inspection. The City will send a letter to the utility contractor if any discrepancies are found.

2.2.2.15 Acceptance of Utility Extension

After the utility extension has been properly installed and successfully tested in accordance with the Utility Extension Policy, and after all required documents described below have been received by the City, the City will send a letter of acceptance to the owner.

2.2.2.16 As-Built Drawings

The City requires three sets of as-built drawings ("as-builts") signed (all with original signature) and sealed. The as-builts can be certified by a Florida-registered surveyor or the engineer of record as to the accuracy of the information supplied. The engineer of record must certify that the utility extension has been installed in accordance with the approved plans and specifications. The information provided on the as-built drawings must conform to the City's latest *Technical Provisions* and Standard Detail Drawings.

2.2.2.17 Bill of Sale; Maintenance Bond/Security.

The Bill of Sale conveys ownership of the utility extension to the City so the City can operate and maintain the system. The City's Bill of Sale form must be completed by the owner of the project and submitted to the City. In addition, the City reserves the right to require a maintenance bond or some other security covering the utility extension for a period of up to two (2) years depending on the specifications of a particular extension. The bond or other form of security must be in a form deemed acceptable to the City.

2.2.2.18 Easement

If the utility extension is installed on private property, a Water Line and Ingress/Egress Easement is required. The Water Line Easement is to be a 15-feet-wide surveyed easement centered over the utility extension. The Ingress/Egress Easement is usually for the entire property and allows the City to enter the property to operate and

maintain the water line. The City's Easement form must be completed by the owner of the project and submitted to the City. The City sends the Easement to the Brevard County Clerk of Court for recording.

2.2.3 Non-Accepted Systems

The City is not obligated to repair or to provide field locations on any system that has not been accepted for operation and maintenance. No connections will be made to and no meters will be installed on any system until after the system is accepted and all applicable charges have been paid to the City.

2.2.4 Private Utility Systems

Private utility systems are generally discouraged by the City. However, in those cases where a privately-owned and maintained system has been permitted, the owner of such system must file an affidavit of ownership and maintenance with the City. This affidavit must include the owner's name, address, telephone number, and after-hours emergency telephone number.

City inspectors have the right to inspect any portion of the private system for excessive leakage or non-approved connections. Any deficiencies noted must be corrected within ten days of written notice by the City.

2.3 FIRE PROTECTION SYSTEM REQUIREMENTS

The City provides water service for fire protection. On public, commercial, and multifamily residential fire protection systems, the City requires a double check detector assembly (DCDA), the size of which has been determined by a private fire protection system Engineer. The City is responsible for operating and maintaining its water system up to and including the DCDA piping leg and in-ground 90-degree or 45-degree fitting on the customer's side of the DCDA. The City has determined the point of service for the fire line system to be the gate valve installed at the fitting upstream of the DCDA. A fire line contractor is required for the installation of the DCDA.

The fire protection system design must include a safety factor of five psi. Materials for and installation of the DCDA shall be in accordance with Section 2.2 Utility Extension Policy & Procedure and the City's current *Technical Provisions* and Standard Detail Drawings.

The City charges a Fire Protection Service Charge in accordance with Exhibit A Rates, Fees, and Charges. The customer must pay the first year's Fire Protection Service Charge prior to the preconstruction meeting for the utility extension.

For new systems, the Contractor will test the DCDA and provide the backflow certification to the City's Engineering Division. If the test fails, the customer's contractor must have the DCDA repaired by a licensed backflow technician and re-test the DCDA.

The City charges a Fire Line Painting Charge in accordance with Exhibit A Rates, Fees, and Charges. The customer must pay the Fire Line Painting Charge prior to the preconstruction meeting for the utility extension. After acceptance, the City will paint the fire line.

For existing fire protection systems, the Water Field Operations is responsible for operating, maintaining, repairs, and testing of the existing DCDA. Customers requiring repair, maintenance, operation, or testing of the existing DCDA shall contact Water Field Operations located at 351 Shearer Boulevard, Cocoa, Florida.

Private fire line contractors are prohibited from operating, maintaining, repairing, and testing DCDA owned, operated, and maintained by the City of Cocoa except as authorized by Water Field Operations. The City will not be responsible for any cost incurred by the customer for unauthorized work on the DCDA.

SECTION 3 POTABLE WATER SERVICE

3.1 REQUIREMENTS AND REGULATIONS

3.1.1 Potable Water Service Policy

Properties within the City's franchise area are eligible for connection to the potable water system on a first-come first-served capacity-available basis. As deemed necessary by the Utilities Director, some projects may require off-site improvements or hydraulic studies to assess the impact of the proposed service on existing customers. All costs for studies or off-site improvements will be paid by the customer.

3.1.2 Resale of Water

Water service obtained from the City is to be used by the customer only, for the purpose specified in the application for service, and cannot be resold. Water service is furnished directly to the customer through the City's individual meter. It is for the customer's sole use and is not to be re-metered by the customer for the purpose of selling water service at a profit to lessees, tenants or others. Re-metering for the purpose of equitable distribution of water and sewer service costs is allowed so long as the charges reflect the amount charged by the City.

3.1.3 Subserving by Customer

The customer will not build or extend water lines across or under a street, alley, lane, court, avenue, across property lines or in any other way in order to furnish service through one meter to more than one property. Serving more than one property is not allowed even though such adjacent property is owned by the customer. An exception to this policy may be requested in writing from the Utilities Director. Written consent for the exception will be given only when such adjacent properties are operated as one integral unit under the same name for carrying on parts of the same business. When and if such consent is given, the customer must obtain any necessary State, county, or municipal permits. All construction must be in accordance with applicable codes, installed by duly licensed professionals, and subject to applicable inspection procedures. Service is furnished only to the property immediately adjacent to the meter. If the customer subdivides a property that has a single water service (meter), the existing water service will be used to serve the property immediately adjacent to the meter. The remaining

subdivided properties must be provided with individual service lines and meters at the owner's expense. A water main extension may be required in order to provide service to the customer's subdivided property. If a main extension is required in order to provide service to a property, refer to Section 2.2 Utility Extension Policy & Procedure.

3.1.4 Customer Facility Requirements

All on-site service lines and plumbing are to be installed in accordance with these requirements and regulations and in compliance with the latest guidelines of local codes and inspection authorities. All installations must be inspected and approved by an authorized inspector as required by law. The Utilities Department may deny service to any new or altered installation or it may disconnect service to any existing installation that, in the opinion of the Utilities Department, constitutes a hazard to the public, to other customers, or to its employees.

3.1.5 Backflow Prevention Assemblies

Backflow prevention assemblies are to be installed to provide protection to the water system and to comply with local and State regulatory authorities and the City's Cross-Connection Control and Backflow Prevention Policy contained herein (Section 3.2).

3.1.6 Curb Stops

The City is responsible for the use and maintenance of the water service lines up to and including the backflow prevention assembly. The curb stop is a mechanism used by the City to regulate the flow of water to the meter and is City property. It is the City's option to grant permission to the customer to turn the curb stop on or off for emergency repairs or after-hour turn-on when water is running. The curb stop is not designed to be used as a faucet and frequent use may damage the device. A damaged curb stop will be repaired or replaced at the discretion of the City. The customer may be charged the actual cost of repair or replacement at the discretion of the City.

It is recommend that a customer have a shut off valve installed downstream of the meter and backflow preventer, at the customer's expense. A house valve is also recommended. A house valve is an in-line connection and handle on the water service line from the meter to the house. It is usually located on the exterior of the house near an outside faucet or hose bib but can be located internally near a water heater or clothes

washer hookup. By turning the handle, the customer can shut off the water supply to the house in an emergency or to make repairs.

3.1.7 Individual Meters

Individual meters are required for all new residential service connections with the following exceptions:

- High-rise (three stories or greater) condominiums
- Short-term rental units and travel trailer parks
- Special cases as approved in writing by the Utilities Director

3.1.8 Sizing of Meters

Water meters will be sized according to the guidelines stated in the American Water Works Association manual M22, Sizing Water Lines and Meters. The engineer of record shall complete the calculation for sizing the meter. The engineer shall provide the calculations to the Utilities Department for approval. If deemed necessary by the Utilities Department, the owner shall provide to the Utilities Department access to the property to evaluate the water usage requirements. The minimum size meter, as calculated, will be installed. No over-sizing of meters will be permitted.

3.1.9 Upsizing of Water Meters

If requested by a commercial or multifamily residential customer and justified according to Section 3.1.8 Sizing of Meters, the customer may replace an existing meter with a larger meter. Installation of upsized service piping shall be in accordance with Section 1.3 Relocation or Adjustment of Utilities. The customer shall be required to bring the service up to current standard requirements at the customer's expense. Current standard requirements may include, but are not limited to, installation of a backflow prevention assembly and conversion of below-ground to above-ground installation in accordance with the *Technical Provisions*. Meters will not be upsized for billing purposes.

3.1.10 Separation of Meters

A commercial or multifamily residential customer who desires to install individual 3/4" meters in lieu of an existing master meter 1" or larger may be allowed to do so in accordance with Section 1.3 Relocation or Adjustment of Utilities. A commercial or multifamily customer who desires to install meters for the purpose of establishing a

separate billing of non-irrigation flows may do so as long as the flows do not enter the waste water collection system. Installation of the service shall be in accordance with Section 1.3 Relocation or Adjustment of Utilities. In either case, the customer is responsible for reconnection of individual plumbing to the new meters. Payment of impact fees will not be required unless the use of the property has changed and will result in increased water demands. Other charges may apply.

3.1.11 Temporary Irrigation Meters

At the sole discretion of the Utilities Director, temporary irrigation meters may be installed and utilized. The temporary irrigation meters may be in the form of temporary construction meters as described in this Handbook. Each temporary irrigation meter request will be evaluated on a case-by-case basis and each granting shall include a specified time period. Permanent irrigation meters will not be permitted.

3.1.12 Temporary Construction Meters

Temporary construction meters are subject to the following requirements:

- Temporary construction meters will have a specified time period of 90 days. Extensions of time maybe granted if requested in writing with proper justification.
- Temporary construction meters will be located, at the discretion of the Utilities Department, on the nearest acceptable fire hydrant or 2" blow-off and secured by a chain and lock.
- Temporary construction meters will be installed for construction purposes only. Meters permanently mounted on spray trucks for tank filling purposes are exempt from these restrictions. Meters mounted on water trucks are subject to these restrictions.
- Temporary construction meters will not be utilized for irrigation purposes or for domestic supply purposes.
- Temporary construction meters will be removed or relocated only by Utilities Department personnel.
- Repairs necessitated by abuse of a temporary construction meter will be charged against the customer's deposit.

3.1.13 Temporary Jumper Meters

A temporary jumper meter shall be installed at a tie-in valve of all new water main extensions. All swabbing, flushing, and testing operations will be accomplished through the jumper meter. The jumper meter is to be used only for the swabbing,

flushing, and testing of the new water main extension. It shall not be used as a construction meter for the project. If any utility contractor or subcontractor connects to the new system, whether it has a jumper meter or not, the connection will be disconnected and the utility contractor will be billed for an illegal connection. This may lead to a delay in the acceptance of the water system for service, thereby delaying the permanent meter installation.

The jumper meter installation shall be in accordance with the City's Standard Detail Drawings. It shall consist of 2" galvanized pipe and fittings, a 3" meter supplied by the City (paid for by the developer or contractor), and a 2" double check valve supplied by the contractor. The contractor shall install the jumper meter assembly. All tie-in valves shall be locked by the contractor with the chains and locks supplied by the City. After installation of the jumper meter assembly, the contractor shall have the 2" backflow prevention assembly tested by a State-licensed backflow testing company to assure that it is functioning properly. A copy of the testing report must be supplied to the City.

3.2 CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION

3.2.1 Cross-Connection Control Policy

The potable water supply must be protected from the possibility of contamination. Non-potable sources of water or harmful substances must be prevented from entering the potable water system. The Utilities Department promotes the avoidance, prevention, and elimination of cross-connections. It provides for a continuing program of cross-connection education, prevention, detection, and control. This program is intended to prevent water that has passed from the public distribution system into the private plumbing and fire protection systems from re-entering the public system. The City charges an annual Cross Connection Control Program Administration Charge, in accordance with Exhibit A Rates, Fees, and Charges, to administer this ongoing program required by federal and state regulations.

3.2.2 Rules and Standards

The most current edition of the following codes, rules, and standards are adopted as a part of Cocoa's Cross-Connection Control Program:

- Florida Administrative Code (FAC) 62-550.200(22) defining cross-connections; FAC 62-555.360 prohibiting cross-connections and providing a routine Utilities Department program for the detection and prevention of cross-connections; FAC 62-610 establishing rules for reclaimed water systems serving potable water customers.
- Florida Building Code Plumbing Volume, Section 608.8, requiring identification of potable and non-potable water distribution systems either by color marking or metal tags.
- American Water Works Association (AWWA) manual M14 providing recommendations for organizational background for a cross-connection control program.
- The Foundation for Cross-Connection Control and Hydraulic Research (University of Southern California) manual *Cross Connection Control* for the approval of backflow prevention assemblies.
- The Code of Ordinances of the City of Cocoa, Chapter 22, setting forth rules for alternative water service and providing for discontinuance of water service to properties not in compliance with the rules.

3.2.3 Backflow Prevention

The Water Field Operations is responsible for the education and training of personnel for the testing, installation, and maintenance of all backflow prevention assemblies (including fireline backflow devices). This division records material and equipment installation and inspection data. Surveys are performed at the premises of existing and new customers to detect actual or potential cross-connections.

The customer is liable for the initial installation cost of a backflow prevention assembly, which cost must be paid in advance of installation.

The City maintains backflow prevention assemblies that meet the City's requirements and charges an annual Backflow Assembly Testing & Maintenance Charge in accordance with Exhibit A Rates, Fees, and Charges.

3.3 RATES, FEES, AND CHARGES

3.3.1 Policy

Prior to obtaining utility service, the customer must pay all required connection charges, impact fees, and deposits. No free connections or service not in accordance with the established rate schedule will be furnished. In the event water or related services are requested in a form that is not addressed by City Code or this Handbook, the City Manager or designee will establish charges that are in accordance with the City's bond

covenants. All users of the utility services provided by the City will pay rates, fees, and charges as established from time to time by the City Council by resolution. See Exhibit A Rates, Fees, and Charges for a complete listing, details, and specific amounts.

3.3.2 Fire Protection Service Charge

The City charges an annual Fire Protection Service Charge for all fire lines in the City's water system. This charge covers testing and maintenance of the fire line and backflow prevention assembly. Prior to the preconstruction meeting for installation of a new fire line, the first year's charge must be paid. After the initial payment, the charge is billed monthly on the water bill.

3.3.3 Impact Fees

Water service customers who require new connections or increased meter size must pay a non-refundable, non-transferable impact fee based on the number of Equivalent Residential Connections (ERC's). For water, an ERC is defined as an average daily flow of 265 gallons per day. ERC's are determined in accordance with the following schedule:

Unit Description	ERC/Unit
Single Family Residence	1.00 ERC
Apartment or Condo: 1 Bath	0.80 ERC
Apartment or Condo: 2 or more Bath	1.00 ERC
Hotel/Motel	0.60 ERC

Commercial, Industrial, Institutional and Residential not Previously Described: Estimated flows (gallons per day) divided by 265 gallons per day equals the number of ERC's.

The Engineering Division or designee may utilize the following methods to formulate an estimate:

1. Flow submitted on Brevard County's Concurrency Evaluation form or FDEP construction permit application as calculated and certified by a registered engineer or architect.

2. Flow calculated from data contained in Florida Administrative Code 64E-6.008, Table I "For System Design".

3. Metered flow data documented by the most recent 12-month flow history of four similar establishments.

3.3.4 Miscellaneous Water Service Charges

Additional charges related to water service are established from time to time by the City Council by resolution and include the following:

- meter calibration
- temporary construction meter installation
- temporary jumper meter installation
- meter installation
- standard meter relocation
- service line installation
- spray truck meter installation
- meter change-out
- backflow prevention assembly installation
- new fire hydrant
- hydrant residual flow test
- backflow prevention assembly testing & maintenance
- water used during construction
- plan review and construction inspection
- fire line painting (finish coat)
- meter station painting (finish coat)
- Port Canaveral access
- Cross-Connection Control Program administration

3.3.5 Administrative Charges

Additional charges related to customer service are established from time to time by the City Council by resolution and include the following:

- **Non-Payment Processing Charge.** Charge for processing turn-offs for non-payment. This charge covers the administrative and field service costs to collect the delinquent amount.
- **Meter Removal Charge.** If a meter is removed for non-payment or tampering, a Meter Removal Charge will be billed at the time of removal and must be paid prior to obtaining further service.
- **Check Service Charge.** For returned checks or bank drafts, this charge covers the cost of processing the returned item.
- **Administrative Service Charge.** A non-refundable charge will be made for establishing service to new or transferred accounts.
- **Tampered Meter Charge**. When a meter has been turned off for non-payment and the lock or cap has been removed, broken, or tampered with and the water has been turned back on by the customer, the customer will be charged on the next bill. Legal action may also be taken at the discretion of the Utilities Director. See Appendix 3: F.S. 812.14.
- **Unmetered (illegal) Usage Charge.** City staff will estimate the volume of water illegally used. That usage (minimum of 100,000 gallons) plus incidental costs to end the illegal usage and investigate the incident will be billed to a customer found to have an unmetered connection to the City's water system. Legal action may also be taken at the discretion of the Utilities Director. See Appendix 3: F.S. 812.14.
- **Late Payment Charge.** All bills not paid by the due date will incur a Late Payment Charge.
- **Customer-Requested Re-read Charge.** A charge on the bill for a customer-requested re-read of the meter. If the meter was read incorrectly, this charge will be waived.
- **Recording Cost Recovery Charge.** This charge is billed to the property owner to recover the actual amount paid by the City to Brevard County to record legal

documents such as a Lien or Release of Lien. The amount billed may be adjusted administratively to match Brevard County's fee schedule.

- **Trip Charge.** This cost recovery charge is billed after each trip to perform a field service requested by the customer other than (a) to initiate or relocate service (covered by other charges), (b) for a customer-requested re-read, and (c) to turn off/turn on for leak repair (courtesy of the City).
- **Meter Lock Charge.** This cost recovery charge is billed to the customer to recover the costs to install a padlock, instead of a pin lock, when requested by the customer or when required to deter meter tampering.
- **Telephone (Credit Card) Processing Charge.** This cost recovery charge is billed to the customer to recover the administrative in-house costs for a customer service representative to process a credit card payment received over the telephone. It does not recover the fee charged by the credit card company.

3.3.6 Connection Charges

The following charges are determined by cost estimate developed by the Engineering Division or designee and may apply to connections for service: permit fees to other agencies, over-sizing of service lines, asphalt or concrete restoration, and density testing for FDOT open cuts.

3.3.7 Area-Specific Connection Charges

All developers in areas subject to a connection charge who apply for water meters must pay to the City the area specific connection charge per ERC. The area-specific connection charge must be paid at the time the meter application is made:

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All area-specific connection charges are available for review at the office of the Engineering Division located at 351 Shearer Boulevard, Cocoa, Florida.

3.3.8 Deposits

A deposit is required for all water and sewer customers of the City except as specified below. Interest on deposits is credited to customer accounts quarterly. Upon termination of the account, any deposit held by the City will be applied against the final bill. Any remaining balance will be forwarded to the customer of record.

3.3.8.1 Single-family Residential Customers:

A new single-family residential customer must pay a deposit unless he/she:

A. Has been a customer of any water utility in the United States within 120 days of application to the City; and
B. Can provide a letter of reference from the utility showing that he/she has met the following criteria:
    1. Has been a customer for a minimum of 12 consecutive billings; and

2. During the last 12 billings, had none of the following:
   - Involuntary processing for non-payment or
   - Two or more dishonored checks.

A current single-family residential customer transferring service to a new location on the City's system will not be required to pay a deposit if he/she meets the following criteria:

A. Has been a customer of the City for a minimum of 12 consecutive billings; and
B. During the last 12 billings, had none of the following:
   - Involuntary processing for non-payment or
   - Two or more dishonored checks.

A current single-family residential customer who does not have a deposit on his/her account will be billed a deposit if within any consecutive 12-month period:

A. The service is processed for non-payment or
B. Two or more checks are dishonored.

A deposit on a single-family residential account will be applied to the active account when the following criteria are met:

A. The customer has been a customer for and has paid a minimum of 12 consecutive billings; and
B. During the last 12 billings, had none of the following:
   - Involuntary processing for non-payment or
   - Two or more dishonored checks.

3.3.8.2 Commercial and Multifamily Dwelling Accounts:

A. A deposit is required for all commercial and multifamily dwelling accounts metered by a master meter, without exception. Deposit requirements are reviewed when an existing customer terminates service or if service has been terminated by the City for non-payment to determine if the deposit requirement is adequate. The new customer will be required to place a deposit equal to two and one-half times the average monthly billing based on the previous six months billings. The City may periodically review commercial deposits. If the deposit exceeds two and one-half times the average monthly billing based on the previous six months billings, the amount in excess of two and one-half times the average monthly billing may be applied to the bill. If the deposit is less than two and one-half times the average monthly billing based on the previous six months billings, the City has the option of billing the difference.

B. The deposit requirement for a multifamily dwelling account with individual meters is the same as the deposit requirement for a single-family residential account.

C. A deposit received for a commercial account will be returned only upon termination of the account.

3.3.8.3 Government Entities

All government entities are exempt from the deposit requirement.

3.3.9 Customer Accounts

Customers are billed on a cyclical basis twelve times per year at approximately monthly intervals. The Fixed Monthly Charge (base rate) is prorated. Bills are due twenty days after the billing date. Failure to receive a bill will not avoid the necessity of payment. Should the bill not be paid in time to be credited to the account prior to the following month's billing, the subsequent bill will indicate the amount due for the current month and the unpaid charges from the previous month (noted as "previous balance"). Delinquent notices are courtesy reminders that are sent to all customers with outstanding balances not paid within 45 days of the date of the original bill. Delinquent notices carry a past due date that is seven days from the billing date of the delinquent bill. If the past due amount on a delinquent statement is not paid by the past due date, service will be processed for non-payment. Once service has been processed for non-payment, the full amount outstanding (current charges plus previous charges) must be paid before service will be restored. A Non-payment Processing Charge will be charged to the customer on the next bill to cover the administrative and field service costs to collect the delinquent amount.

CITY OF COCOA UTILITIES HANDBOOK
EXHIBIT A
RATES, FEES, AND CHARGES

(A) WATER SERVICE AND CONSUMPTION CHARGES

1. Fixed monthly charge. *Effective 10/01/18*

	Inside Cocoa	Outside Cocoa
0.75 inch meter	$15.66	$17.23
1.00 inch meter	$37.92	$41.71
1.50 inch meter	$68.78	$75.66
2.00 inch meter	$172.03	$189.23
3.00 inch meter	$412.97	$454.27
4.00 inch meter	$619.45	$681.40
6.00 inch meter	$1170.12	$1287.13
8.00 inch meter	$1626.18	$1788.80
10.00 inch meter	$2082.05	$2290.26

2. Usage rate per thousand gallons. *Effective 10/01/18*

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa	$3.26	$6.24	$8.13	$10.95
Outside Cocoa	$3.59	$6.86	$8.94	$12.05
0.75 inch meter	0-6	7-12	13-24	over 24
1.00 inch meter	0-15	16-30	31-60	over 60
1.50 inch meter	0-42	43-84	85-168	over 168
2.00 inch meter	0-102	103-204	205-408	over 408
3.00 inch meter	0-420	421-840	841-1680	over 1680
4.00 inch meter	0-690	691-1380	1381-2760	over 2760
6.00 inch meter	0-3300	3301-6600	6601-13200	over 13200
8.00 inch meter	0-12000	12001-24000	24001-48000	over 48000
10.00 inch meter	0-21000	21001-42000	42001-84000	over 84000

(B) FIRE PROTECTION SERVICE CHARGE (monthly rate) *Effective 10/01/18*

	Inside City	Outside City
1. Public fire protection Fire hydrant	$24.66	n/a
2. Unincorporated areas Hydrant charge	n/a	$2.44

3. Private fire protection – includes annual testing of fire line backflow prevention assembly

Size	Inside	Yearly	Outside	Yearly
Up to 4" private fire main	$65.74	$788.88	$72.30	$867.60
6" private fire main	$80.57	$966.84	$88.64	$1,063.68
8" private fire main	$105.11	$1,261.32	$115.63	$1,387.56
10" private fire main	$129.64	$1,555.68	$142.61	$1.711.32

(C) WATER SERVICE IMPACT FEE *effective 10/01/18*

Effective October 1, 2012, the water impact fee shall be $1,750.00 per equivalent residential connection (ERC). If a single-family residence (SFR) has a physical connection to a live reclaimed water distribution system that serves the entire property at the time the impact fee is due for the property requiring service, the water impact fee is $1,300 per ERC.

Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
0.75 inch (SFR only)	1.00	$1,750	$1,300
0.75 inch (not SFR)	1.00	$1,750	$1750
1.00 inch	2.50	$4375	$4,375
1.50 inch	6.00	$10,500	$10,500
2.00 inch	13.00	$22,750	$22,750

For meters larger than 2”, the impact fee will be calculated case by case.

Unit description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

(D) MISCELLANEOUS WATER SERVICE CHARGES

1. Meter Calibration Charge. Any customer of the City's water service shall be charged to calibrate the customer's meter if the meter is found to be functioning correctly (by registering flows not in excess of 103% of actual use) as follows:

3/4" to 2" meter	$50.00
3" and larger meter	$175.00

2. Temporary Construction Meter Installation Charge. Any customer requiring the installation of a 2" temporary meter for construction purposes on a fire hydrant or water truck shall pay a refundable deposit of $750.00 and a non-refundable installation/relocation charge of $50.00 each time to install or relocate the temporary meter.

3. Temporary Jumper Meter Installation Charge. All new water main extensions require a 3” temporary jumper meter for swabbing, flushing, and testing of the new water main. The developer or contractor shall pay a refundable deposit of $750.00 and a non-refundable installation/ relocation charge of $50.00 each time to install or relocate the temporary jumper meter.

4. Meter Installation Charge. Any residential customer requiring the installation of a new meter shall pay according to the following schedule:

3/4" meter only/existing service line	$260.00
1.0" meter only/existing service line	$320.00
1.5" meter only/existing service line	$560.00
2.0" meter only/existing service line	$650.00

5. Standard Meter Relocation Charge. Any residential customer requiring a standard relocation or adjustment of an existing meter shall pay according to the following schedule:

3/4" meter only/existing service line	$260.00
1.0" meter only/existing service line	$320.00

Meters larger than 1.0" require an estimate from the Engineering Division.

6. Service Line Installation Charge. Any customer requiring the installation of a service line shall pay according to the following schedule:

<u>Short service</u>	
3/4" short service line only	$500.00
1.0" short service line only	$520.00
<u>Long service</u>	
3/4" long service line only	$690.00
1.0" long service line only	$710.00
Directional Push	$420.00
Open cut	estimated by Engineering Division

7. Spray Truck Meter Installation Charge. Spray truck meters are not considered temporary meters. The customer shall pay a non-refundable charge of $315.00 for installation of a meter on a spray truck and a $750.00 refundable deposit. The customer is responsible for providing the current reading to the Customer Service Division monthly for billing. The truck must be made available at least once every three months for an actual reading by the Field Services Division.

8. Meter Change-out Charge. Any customer requiring the removal of a meter and replacement with a meter of a different size shall pay 30.00 for material.
Any customer requiring the removal of a meter found to be functioning correctly that is less than 10 years old and replacement with a new meter of the same size shall pay $100.00 for material and labor plus the meter calibration charge, if applicable.

9. Backflow Prevention Assembly Installation Charge. Any customer requiring the installation of a **reduced pressure** backflow prevention assembly shall pay according to the following schedule:

3/4" meter	$400.00
1.0" meter	$430.00
1.5" meter	$690.00
2.0" meter	$800.00

Any customer requiring the installation of a **double-check** backflow prevention assembly shall pay according to the following schedule:

3/4" meter, residential (new customers)	$160.00
3/4" meter, non-residential	$360.00
1.0" meter	$370.00
1.5" meter	$650.00
2.0" meter	$740.00

NOTE: Larger meters and other installations are estimated on a case-by-case basis. Impact fees and special connection charges for this category are in addition to all other applicable costs listed herein.

10. New Fire Hydrant Charge $175.00
The City recovers the cost of flowing, turning, and painting (finish coat) each newly installed or relocated fire hydrant. The City will flow the hydrant to obtain the initial flow data, turn it to face the direction specified by the fire department of the jurisdiction in which it is installed, and apply the final coat of paint as described in the *Technical Provisions*. This charge covers the City's labor, materials, and equipment.

11. Hydrant Residual Flow Test Charge $100.00
The City charges a hydrant residual flow test charge for any customer requiring such a test. The City will flow the designated hydrant and will provide the customer with the flow and residual pressure information. This charge covers the City's labor, materials, and equipment.

12. Backflow Prevention Assembly Testing & Maintenance Charge (monthly) on non-residential accounts

¾" to 2" backflow prevention assembly	$5.42
3" to10" backflow prevention assembly	$14.60

13. Water Used During Construction Charge
The Tier 1 rate per thousand gallons plus the base rate for a 2" meter at the time the water is used.

14. Plan Review and Construction Inspection Charge $500.00
Exempt from this charge are individual home owners building a single family residence.

15. Fire Line Painting Charge (finish coat) $400.00
The City charges a fire line painting charge for all newly installed and relocated fire lines. The City and/or its contractor will apply the final coat of paint as described in the *Technical Provisions*. This charge covers the City's labor, materials, and equipment.

16. Meter Station Painting Charge (finish coat) $400.00
The City charges a meter station painting charge for all meter stations. The City and/or its contractor will apply the final coat of paint as described in the *Technical Provisions*. This charge covers the City's labor, materials, and equipment.

17. South Mainland Connection Charge
129A $887.98 per ERC
129B $789.77 per ERC

(E) ADMINISTRATIVE CHARGES

1. Non-payment Processing Charge $50.00

2. Meter Removal Charge $150.00

3 Returned Payment $25 if the face value does not exceed $50; $30 if the face value is more than $50 but does not exceed $300; $40 if the face value is more than $300; or 5% of the face amount of the return, whichever is greater.

4. Administrative Service Charge $30.00

5. Tampered Meter Charge $30.00 each instance

6. Unmetered (illegal) Usage Charge
Estimated usage (minimum 100,000 gallons) plus incidental costs

7. Late Payment Charge $5.00 or 1.5% per month (18% per annum), whichever is greater

8. Customer-Requested Re-read Charge $30.00

9. Recording Cost Recovery Charge (Adding and Removing) $10.00 first page; $8.50 each subsequent page
Note: This charge is subject to change, with no action required by City Council, to match Brevard County's fee schedule.

10. Trip Charge (for customer-requested field service)
During business hours $30.00
After business hours $75.00

11. Meter Lock Charge (for use of a padlock) $35.00
(Res. 2007-27 effective March 13, 2007)

12. Telephone (Credit Card) Processing Charge $2.00 per transaction
This charge covers the administrative in-house costs for a customer service representative to process a credit card payment received over the telephone. It does not recover the fee charged by the credit card company.

(F) DEPOSITS

1. Single-family Residential Account and Multifamily Dwelling Account with individual meters: water deposit = $40.00; sewer deposit inside City = $50.00; sewer deposit outside City = $60.00.

2. Commercial and Multifamily Dwelling Account with a master meter (e.g., motel, apartment building, office, trailer park): two and one-half times the average monthly billing based on the previous six months billings.

(G) EXISTING FRANCHISE AGREEMENTS

To the extent that any water rate, fee, or charge adopted by resolution or ordinance of the City Council is in conflict with a rate, fee, or charge set forth in an existing water franchise agreement between the City of Cocoa and any other government entity, the rate, fee, or charge set forth in the conflicting franchise agreement shall apply to customers which are subject to said agreement.

(H) BILLING FEES

The Customer Service Division bills and collects for certain utility services on behalf of other entities in accordance with interlocal agreements. The City charges other entities billing fees for the administrative cost of providing these services. Billing Fees shall be reviewed for adjustment on an annual basis to reflect the change in Consumer Price Index – All Urban Consumers effective on the first day of October each year.

Effective 10/01/18

Billing of 1st service	$1.12/month/bill
Billing of additional services	$0.48/additional service/month/bill

Water, wastewater and reclaimed water fixed monthly charges and usage rates as amended in Resolution 2016-87 Section 4 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, 2016 and ending with the last adjustment on October 1, 2025. Notwithstanding, the annual adjustment permitted under Resolution 2016-87 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.

CITY OF COCOA UTILITIES HANDBOOK
EXHIBIT B
CUSTOMER SERVICE DIVISION POLICY MANUAL

TABLE OF CONTENTS

1. NEW ACCOUNTS....2
2. MULTI-UNIT PROPERTIES....2
3. DEPOSIT....2
4. TRANSFER OF DEPOSIT....2
5. NEW CUSTOMER....3
6. UNAUTHORIZED WATER USAGE....3
7. TRIP CHARGE....3
8. SEASONAL CUSTOMERS....4
9. METER CHANGE CONSUMPTION....4
10. WATER RUNNING....4
11. MULTIPLE METERS....4
12. CUSTOMER-REQUESTED RE-READ....4
13. HIGH/EXCESSIVE CONSUMPTION....5
14. PAYMENT EXTENSION....6
15. ADJUSTMENTS....6
16. ESTIMATED BILL....7
17. STUCK METER....7
18. RETURNED CHECKS /BANK DRAFTS/ E CHECKS (ELECTRONIC CHECKS)....7
19. NUMBER OF BILLING UNITS....8
20. FINAL METER READING....8
21. LIEN FOR DELINQUENCY....8
22. COLLECTION....9
23. DELINQUENT ACCOUNTS....9
24. NON-PAYMENT PROCESSING FOR MASTERED METERED MULTI- ACCOUNTS....10
25. APPEAL PROCESS....11

REVISED October 2013

1. NEW ACCOUNTS

In compliance with our Identity Theft Program, any customer establishing a new account will be asked to present a driver's license and social security number for identification and fill out a New Service Application. The social security number is used only for identity verification and as a tool for debt collection. Another form of picture identification may be acceptable if the customer does not have a driver's license. In the event the customer wishes to request new service by mail, telephone, email, facsimile, or online (www.cocoafl.org City Services | Utilities Customer Service | New Service), the New Service Application must be notarized and legible copies of the customer's driver's license and social security card must be submitted. If the copies are illegible or the application not notarized, the paperwork will be returned to the customer, delaying the connection process. If you are an existing customer and wish to transfer service and we do not have identification on file, you will be required to fill out an application for service and provide identification.

2. MULTI-UNIT PROPERTIES

Accounts of multi-unit properties with one meter serving more than one unit must be carried in the owner's name.

3. DEPOSIT

If applicable, a customer is billed a deposit on the first bill. If a customer has a previous bad debt, the City requires that the deposit be paid up front when the account is established.

If a residential account is processed for non-payment and the account no longer has a deposit, a new deposit will be billed to the account. Commercial accounts processed for non-payment will have their deposits reviewed and updated.

4. TRANSFER OF DEPOSIT

A customer requesting a deposit transfer will be allowed a period of 14 days when service will be on at both locations under the same deposit. All past-due charges must be paid before making a transfer. After 14 days, the deposit at the previous address will be transferred to the new account and the old account will be terminated.

Businesses, condominiums, and apartments require new deposits. However, if a business is sold and deposits are included in the sale of the property, the City will transfer the deposit upon receipt of a notarized letter from the original depositor. The City has the option to review the deposit and adjust the amount for current charges.

A name can be changed on an existing account in the event of death, divorce or marriage. In the case of death, a name on the account can be changed to the surviving spouse with a copy of the death certificate or to the beneficiary of the estate with a copy of the will. In the case of divorce, the customer must present a notarized letter authorizing the name change or the customer may come into the office and sign the existing deposit over to the ex-spouse. (To change the name on the account in the case

of marriage, present a marriage certificate and drivers license.) If the account is in good credit standing, the City will accept the same amount of deposit already on the account.

5. NEW CUSTOMER

It is the responsibility of the new customer to notify the City that he/she will occupy a business or residence that presently is being provided service by the City's utility system and to establish a new account.

6. UNAUTHORIZED WATER USAGE

When utility services are provided to a property with no active utility account (e.g. vacant or abandoned property), a utility account will be activated in the name of the property owner, as reflected in the records of the Brevard County Property Appraiser, and the property owner shall be responsible for any rates, fees, and charges accrued for the services provided to the property. If a property owner can properly demonstrate that it is not receiving the benefit of the utility service (i.e. property is being leased to tenant), and the account is 30 days or more in arrears, the City shall discontinue utility service to the property until the party receiving the benefit of the utility service establishes a new account consistent with the requirements of this policy manual. The property owner is responsible for supplying the City with a notarized lease of who is receiving benefit. If the property owner is in the office, an appropriate picture I.D. will suffice._ Property owners who are unable to demonstrate that another party is receiving the benefit of the utility service on their property shall remain responsible for any rates, fees and charges accrued as a result of utility services provided to their property.

Prior to the City activating a new utility account in the name of a tenant renting a particular property, the property owner shall be responsible for paying any outstanding debt for utility services provided to the property from which the owner directly benefited. Further, any tenant applying for utility services on a particular property shall be responsible for paying any outstanding debt, deposits and administrative fees for any utility services incurred by that same tenant on any property.

If no one claims responsibility for the water usage and the account remains delinquent, the meter will be removed.

7. TRIP CHARGE

Seasonal customers are encouraged to turn off/turn on the water supply at the house valve. If a customer insists that the City turn off/turn on the service, a Trip Charge will be added to the monthly bill subsequent to each trip…one to turn off the service and one to turn on the service. A Trip Charge will be billed for any customer-requested field service except to initiate or relocate service (covered by other charges), for customer-requested re-read (see #12), and to turn off/turn on for leak repair (courtesy of the City).

8. SEASONAL CUSTOMERS

All (property owners) on seasonal accounts, occupied part of the year will be billed a monthly base charge for all services provided to the property. The monthly base charges are the fixed availability costs of supplying the service to the customer and/or the annual cost of service. Seasonal customers should not request the account be temporarily terminated. If this occurs, the account will be back billed for up to one year base charges and administration fees.

9. METER CHANGE CONSUMPTION

If a meter is removed and a new meter installed for any reason between billing periods, the combined consumption recorded on both the old and new meters will be billed to the customer on the next regular billing date.

10. WATER RUNNING

The City is not responsible for investigating, informing, or prosecuting due to theft, water loss on the customer's side of the meter. As a courtesy, the City makes a reasonable effort to inform the customer of water loss on the customer's side if noticed during routine meter reads or maintenance.

When the City turns on water service and the field service representative notices that the meter is turning, the water will be immediately turned off and a notice will be left advising the customer why the water is not turned on. When requesting service to be turned on, it is the responsibility of the customer to make sure all valves, faucets, and hoses are turned off. In the event the City does not detect the running water, the City is not responsible for water loss or damage.

11. MULTIPLE METERS

If more than one meter (with the same service) is located at any one property, an account will be established for each meter. Each account will be subject to impact fees, connection charges, deposits, administrative charges, minimum consumption, and other applicable charges for the particular meter as set forth in Exhibit A: Rates, Fees, and Charges.

12. CUSTOMER-REQUESTED RE-READ

If a customer feels that a meter has been read incorrectly, the customer may request a special meter reading ("re-read") for a minimal charge as set forth in Exhibit A Rates, Fees, and Charges. If an incorrect reading has been made, the customer will not be charged for the re-read and will be issued a corrected bill with the corrected reading. If a leak on the customer's side is discovered at the time the City performs the re-read, the customer will be notified. If the billed reading was correct, the customer will be billed a Customer Requested Re-read Charge on the next monthly bill. Under no circumstances does the City reimburse customers for reading their own meter.

13. HIGH/EXCESSIVE CONSUMPTION

There are a variety of circumstances which may cause a customer to have an isolated water bill in excess of the customer's normal range for monthly water consumption. These can include, but are not limited to, plumbing leak, faulty toilet, faulty hot water tank, hose bib left on, and water theft. Once the high consumption bill has been received by the customer and upon receipt of a completed High Consumption Water Credit Application ("Application"), the City may make an adjustment to the water bill in accordance with this policy.

To qualify as excessive consumption, the customer's water consumption must be at least 50% greater than the most recent six-month average and the calculated credit must be over $50.00 for the billing period in question. Pool fills, including those caused by defective pool equipment and those necessitated by pool repairs do not qualify for the high consumption water credit.

Sewer bills may be adjusted down to the customer's average, if it is determined that the excess water did not go through the sewer system, depending on the circumstances and type of service. Customers served by a sewer utility other than the City of Cocoa must contact the other sewer utility to determine their policy on adjustments.

Cocoa reuse water bills with high consumption may be recalculated to allow a once a year credit due to leak. The 30,000 gallons which is included in the base rate shall be divided into the high consumption. That figure will then be multiplied by the current base rate to calculate the adjusted billing. The reuse high consumption credit will follow the same guidelines as the water high consumption credit.

It is the customer's responsibility to correct the problem causing the excessive consumption as soon as it is discovered. Water loss is an expense to the City and the high consumption credit is a courtesy to assist the customer with an extraordinarily high water bill. It is not intended to compensate for the customer's failure to correct plumbing problems. A residential account that is a primary residence will not be limited to the number of high consumption credits allowed in a lifetime, but each instance will be reviewed by City management to determine the validity of the request. The same policy will be applied to all Governmental accounts however excessive repetitive leaks will not be eligible for high consumption credits. All commercial accounts will be limited to a maximum of two per lifetime. The number of adjustment follows the customer, not the property

The customer must submit a High Consumption Water Credit Application to the Customer Service Division. The Application is available by calling 321/433-8400 or on line (www.cocoafl.org City Services | Utilities Customer Service | High Consumption Credit Application). Documentation that the problem causing excessive consumption has been corrected must accompany the request. High consumption of an unknown cause may qualify for the high consumption credit under certain circumstances to be determined by City management.

Upon receiving the Application, the City will calculate the credit on the customer's most recent six month average. The adjusted billing will be based on **all** of the consumption over the average to bill at the **FIRST tier rate**. If the customer can provide documentation that the leak was not detected immediately and the high consumption ran into the second month's bill, they may receive another adjustment for this same incident, but will not receive an adjustment into the third month. The City will adjust for excessive consumption for one incident on no more than two consecutive bills.

Application for the high consumption credit does not affect the due date of the bill. Therefore, to avoid late fees and loss of service, payment or application for payment extension must be made by the date indicated on the bill.

14. PAYMENT EXTENSION

In the event that a customer has difficulty paying a monthly water bill, a payment extension may be granted. The customer must visit the Customer Service Division and provide current identification before water service has been discontinued and request a payment extension from management. A payment extension may be granted for up to a four-month period depending on the amount due and the individual circumstances. If a payment extension is granted, the customer must sign the payment extension form with the terms and duration of the agreement. The customer must also agree to pay the current bill with the extended amount. Failure to fulfill the terms of the agreement will result in discontinuance of service until payment is received in full. A customer is allowed only one payment extension per twelve-month period. However, due to unforeseen and unusual circumstances, management may grant more than one payment plan or extension per year.

15. ADJUSTMENTS

The City is not responsible for the customer's plumbing system beyond the point of service (the meter and backflow prevention assembly). If a customer has excessive water loss on his/her side of the meter that was not processed through Cocoa's sewer system and repair or correction has been made within a month, the City may adjust the Cocoa sewer bill to reflect the average sewer bill. The customer must submit proof of the repair. If the high consumption falls between two billing cycles, the City will adjust both sewer bills down to the average of those two months.

In the case of a misapplied payment, the customer must furnish the City with a copy of the front and back of the canceled check, credit card statement or a cash receipt. A payment extension will be granted if time is needed to produce the document. An adjustment will be made upon verification.

For a customer of Cocoa's waste water system, the City will allow one pool fill sewer adjustment per twelve-month period. The customer must submit in writing the request for the pool fill sewer adjustment within 30 days of the date of the bill for which an adjustment is requested. The City will adjust a sewer bill to reflect the customer's average sewer consumption.

Adjustments for incorrect billing and credit adjustments may be made up to, but not exceeding, a period of 12 months.

16. ESTIMATED BILL

If a meter reader is unable to read a meter because of a bad dog, scratched case, car over meter, weather conditions, or personnel shortages, the City will estimate the water consumption for the month. If we are able to obtain a reading, the next months current reading will reflect any adjustments. In the case where cars or other obstacles prevent reading for two months in a row, the customer will be sent a letter to remove the obstacle before the process of towing or removing of the meter begins. These processes are at a cost to the customer. The City does not reimburse customers for reading their own meter.

If a reading does not fall within a reasonable range of a customer's average, the City may choose to average the current month's bill and send a field service representative out for a re-read. If the re-read is a true reading, the City will make a reasonable effort to inform the customer of the situation and the true reading will be reflected on the next bill.

17. STUCK METER

If the City suspects that a meter may be malfunctioning or stuck, a letter is sent to the customer to inquire about the change in water usage. If a customer indicates that the property is occupied, the City will send a maintenance crew to check out the meter and replace it, if necessary.

When a meter is stuck or malfunctioning, the City will back bill the customer with the average monthly consumption for the months that the meter did not register correctly. The back billing may go back 12 months. Although the City makes every reasonable attempt to detect a stuck meter as soon as possible, it is difficult for the City to determine if the zero consumption is due to vacancy or meter malfunction. Therefore, the City depends on the customer to inform the Customer Service Division if he/she is billed zero consumption on an active account.

18. RETURNED CHECKS / BANK DRAFTS / E CHECKS / CREDIT CARDS ELECTRONIC CHECKS

If a customer's payment is returned to the City as unpaid due to insufficient funds, closed account, incorrect account number or for some other reason, the City will send a letter advising the customer of this situation. The customer has ten days from the date of the letter to replace the payment with cash or a money order. A Service Charge will be applied to the next bill. If the returned payment was originally presented to the City for services that were turned off for non-payment or in the process of turn off for non-payment, to pay large past due balances in order to transfer water accounts or to prevent or restore a meter removal, the City may immediately disconnect or remove the water service without notification to the customer, waiving the 10-day grace period. To restore service on meter removals, only cash or money order will be accepted as payment to restore service. All accounts with two returned payments within one year will be made a cash only account up to one year from the date of the last return.

A check that is incorrectly filled out does not reflect payment received and may be returned to the customer. It is the customer's responsibility to make arrangements to ensure that substitute payment will reach the City before the due date. All delinquent procedures and service charges will apply.

If a customer's check is returned due to bank error, the customer will be charged the Service Charge to cover the City's cost of processing. It is the customer's responsibility to recover the service charge from his/her banking institution.

19. NUMBER OF BILLING UNITS

The number of billing units is based on the number of kitchen facilities. Occupancy is not a determining factor in the billing unit.

20. FINAL METER READING

When a customer terminates service, the City will take a final meter reading and prepare a bill from the last regular meter reading date to the final meter reading date. The Fixed Monthly Charge (base rate) is prorated. The deposit, if any, will be applied to the outstanding amount owed. Any excess deposit will be refunded. Charges in excess of the deposit will be billed. The customer is responsible for supplying the City with a correct forwarding address and for making timely payment of any final charges due.

21. LIEN FOR DELINQUENCY

As promulgated in detail in the City of Cocoa Code of Ordinances, all past due and outstanding utilities rates, fees, and charges assessed shall be a lien upon the property with which such rates, fees, and charges are associated. The owner of every building, premise, lot, or house shall be obligated to pay the fee for all services provided for his/her premises, which obligation may be enforced by the City by action of law or suit to enforce the lien in the same manner as the foreclosure of mortgages. In the event of such action, the City shall be entitled to recover all court costs and reasonable attorney fees for such collection. In the case that a tenant in possession of any premises or building shall pay said charges, it shall relieve the land owner from such obligation and

lien; but the City shall not be required to look to any person whatsoever other than the owner for the payment of such charges.

All lien searches should go through the City Clerks office.

22. COLLECTION

In the event that a customer has an outstanding balance on another City account, the City will transfer the outstanding balance to the current account. All delinquency procedures and service charges will apply.

Ordinance 21-2004: The City shall be entitled to recover all costs, including but not limited to reasonable attorney's fees and/or collection service charges, incurred in collecting delinquent utility fees and charges. Any fee or charge due under this section which shall not be paid when due may be recovered by referring the account to a third party collection agency and/or by bringing an action at law. In addition to any other remedies or penalties provided by this section, failure of any user of the City's utility system to pay said charges promptly when due shall subject such user to discontinuance of such service. The City Manager or the City Manager's designee is hereby empowered and directed to enforce this provision as to any and all delinquent users.

23. DELINQUENT ACCOUNTS

An account not paid by the cut-off date will be subject to non-payment processing and the associated charges will apply. Payment must reach the Customer Service Division by 3:30 p.m. to ensure turn-on on the same day~~.~~ Payment on a delinquent cut-off after 5:00 p.m. may be deposited in the after-hours drop box and turn-on will be scheduled for the next business day. A customer, who makes a payment in the drop box, automated phone system or online should call 321/433-8400 the following business day to insure the reconnection of the service. Delinquent turn-on will be scheduled according to route efficiency. Delinquent turn-on after hours is prohibited.

Failure to receive payment by 9:00 a.m. of the cut-off date will trigger the Non-payment Processing Charge even if payment is made before the physical turn-off has been completed. This charge is to compensate the City for actual costs incurred for administrative processing, field services, scheduling and drive time, **regardless if the water is physically turned off.**

If an account has been processed for non-payment of utility services and the customer has not attempted to make the payment or a payment plan has not been approved, the City may proceed with the meter removal process. As a courtesy, a meter removal letter will be sent to the customer allowing 10 days in which to pay all delinquent charges. If there is still no payment received, or payment plan executed, the meter will be removed and the meter removal fee will be applied to the account. Failure to receive this notice does not void the meter removal fee. If payment is made electronically, credit card, or by check to prevent a meter removal and the funds ~~is~~ are returned as insufficient, the

City will proceed in removing the meter without further notification and the account becomes "cash only".

If the debt has been paid in full, the meter will be re-installed in 1-3 business days.

If no payment was received, the address will be checked for illegal connections monthly. If an illegal connection is discovered, the customer will be assessed an illegal connection fee of 100,000 gallons for each incident.

See Utility Handbook section 1.6, Florida Statute 812.14 Trespass and Larceny With Relation To Utility Fixtures. It is unlawful to willfully alter or tamper with a utility meter, pipe, or other property belonging to the Utility. At the City's discretion, the City may prosecute in criminal and/or civil court any persons who violate this Statute.

24. NON-PAYMENT PROCESSING FOR MASTERED METERED MULTI-ACCOUNTS

It is the policy of the City to make every reasonable effort to avoid termination of service to residential/commercial occupants due to non-payment by the owner, manager or operator.

Procedure:

1. When a multi-residential/commercial customer on a master meter appears on the cut-off list, every reasonable effort will be made to inform the occupants of the pending termination by means of the following:
    a) At least two written notices posted in each accessible common area and at each point of access to the structure or structures 15 days prior to termination.
    b) The number of notices and the specific areas posted will be noted on the work order for tracking purposes.

2. The notice(s) shall inform the occupants of the following in plain language using clear wording in English and in bold type:
    a) The date that the service will be terminated.
    b) Any occupant has the right to enter into a special agreement with the City to pay the delinquent amount to avoid termination of service. In such cases, the City shall not be liable to reimburse the tenants for any fees paid and any reimbursement shall be a matter solely between the tenant and the owner.
    c) Instructions of what the occupants are required to do in order to prevent termination.
    d) The amount due to avoid termination of services.
    e) The title and phone number of the Utility Billing contact who can assist the occupants in continuing services.

3. The City will notify the Health Department, the Fire Department and Code Enforcement of the pending termination of service.

4 Reasonable efforts will be made to obtain payment from the delinquent customer prior to service termination.

5. If no tenant is able/willing to pay the delinquent bill and the bill remains unpaid 15 days after the notification, the City Manager's office will be notified and service will be terminated on the scheduled termination date.

25. APPEAL PROCESS

In the event that a customer would like to challenge a City policy or procedure, the following process has been established. It is the City's policy that each preceding step must be completed before advancing to the next step.

A. The customer should first discuss the concern or complaint with the Customer Service Representative.
B. If the Customer Service Representative cannot resolve the issue, the customer may appeal to the Senior Customer Service Representative.
C. If the Senior Customer Service Representative cannot resolve the issue, the customer may appeal to the Customer Service Supervisor.
D. If the Customer Service Supervisor cannot resolve the issue, the customer may appeal to the Utility Customer Service Manager *in writing*.
E. If the Utility CUSTOMER SERVICE Manager cannot resolve the issue, the customer may appeal to the Finance Director *in writing*.
F. At this point, if the issue has not been resolved, a *written request* may be made to the Utilities Director. The Utilities Director will respond to the customer in writing.
G. The customer may appeal the decision of the Utilities Director *in writing* to the City Manager.
H. The City Manager will render a decision in writing. The City Manager's decision shall be deemed the final decision of the City.

Utilities Handbook

Updated as of _____
Policy #1000 Rev. 0

City of Cocoa
65 Stone St.
Cocoa, FL 32922
Phone 321-433-8400 | Fax 321-433-8408
customerservice@cocoafl.org

Table of Contents

Introduction 8

Section 1 – City of Cocoa Municipal Utilities 9

- **A. Establishment** 9
- **B. Authority** 9
- **C. Office and Service Hours** 9
- **D. Scope & Intent** 9
- **E. Application of Policies** 10
- **F. Customer Request for Policies** 10
- **G. Utility Bill Messages and Inserts** 10

Section 2 – Extension of Utility Systems 11

- **A. Utility Service** 11
- **B. Utility Extension Policy & Procedure** 12
- **C. Fire Protection System Requirements** 14

Section 3 – Rights and Responsibilities 16

- **A. Right of Way and Access** 16
- **B. Relocation or Adjustment of Utilities** 16
- **C. Limits of Liability & Continuity of Service** 16
- **D. Account Holder Responsibility for Piping and Leakage** 17

Section 4 – Requirements and Regulations 18

- **A. Potable Water Service Policy** 18

Section 5 – Establishing Service 22

- **A. New Connection to the Water/Sewer Distribution Systems** 22
- **B. New Connection to the Reclaimed Water Distribution System** 22
- **C. Contracting Utility Service to Existing Connections** 22
- **D. Utility Application Processing** 22

Property owners 23

Non-Property Owners 23

Master Metered Multi-Unit Residential and Commercial Properties 23

Private fire protection "fireline" systems 23

- **E. Time and Place of Application** 23
- **F. Application of Deposit and Exemption Criteria** 24
- **G. Service to Commercial Accounts** 25

- **H. Service to Locations with Multiple Collections/Write-Offs** 25
- **I. Service for Temporary Connections and Disconnections** 25
- **J. Prior Utility Debts** 25
- **K. Reasons for Denial of Service** 26
- **L. Privacy** 26

Section 6 – Application of Rates, Fees, and Charges 27

- **A. Establishment of Rates, Fees, and Charges** 27
- **B. Determination of Utility Rates** 27
- **C. Discounts and Exemptions** 27
- **D. Existing Franchise Agreements** 27
- **E. Utility Connection & Installation Fees & Charges** 28

Water Service Impact Fee 28
South Mainland Connection Charge 28
Sewer Service Impact Fee 28
Reclaimed Water Service Connection Fee 28
Water Service Line Installation Charge 28
Backflow Prevention Assembly Installation Charge 28
Spray Truck Meter Installation Charge 28
Temporary Jumper Meter Installation Charge 28
Temporary Construction Meter Installation Charge 28
Fire Hydrant Maintenance Charge 28

- **F. Utility Field Service Fees & Charges** 28

Plan Review and Construction Inspection Charge 28
Hydrant Residual Flow Test Charge 29
Fire Line Painting Charge 29
Meter Station Painting Charge 29
Meter Installation/Replacement Charge 29
Meter Relocation/Adjustment Charge 29
Meter Calibration Testing Charge 29
Service Call Fee 29
After Hours Reconnection Fee 29
Meter Access Fee 29
Meter Access Vehicle Tow Charge 29

Data Log Report 29
- **G. Utility Service Rates & Charges** 30

Water Service and Consumption Charges 30
Sewer Service and Consumption Charges 30
Public Fire Protection Fee 30
Private Fire Protection Fee 30
Reclaimed Water Service 30
Solid Waste Collection Service 30
Solid Waste Collection Franchise Fee 30
Backflow Prevention Assembly Testing & Maintenance Charge 31
Grease Trap 31
Public Service Tax 31
- **H. Utility Administrative Fees & Charges** 31

Service Initiation Fee 31
Deposits 31
Credit Screening Fee 31
Convenience Fee 31
Late Fee 31
Late Fee Exemption 31
City of Cocoa Garbage Discount 31
Returned Payment Fee 32
Collections Processing Fee 32
Utility Lien Recording Fee 32
Utility Lien Search Fee 32
Utility Billing Service Charge 32
High Consumption Credit Application Processing Fee 32
Delinquency Processing and Application of Fee - 32
- **I. Utility Tampering and Theft of Service Fees & Charges** 33

Lock Fee 34
Tampering Fee 34
Meter Removal Charge 34
Illegal Connection Fee 34

Section 7 – Utility Billing for Service 35

- **A. Monthly Statements** 35
- **B. Failure to Receive Utility Bill** 35
- **C. Billing Cycle** 35
- **D. Meter Reading** 35
- **E. Estimated Billing** 36
- **F. Calculating Consumption** 36
- **G. Deposits** 36

Refunds of Deposits 37

Transfer of Deposits 37

Future Deposits 37

- **H. Payment Options and Application of Payments** 37

Payment by Mail 37

Payment by Phone 38

Payment in Person 38

Payment Online through City of Cocoa's Bill-Pay Portal 38

Payment Online through Your Bank's Bill-Pay 38

Payment Drop-Box 38

Automatic (ACH) Debit from Bank 38

Auto-Pay from Credit/Debit Card or E-Check 38

Partial Payments 38

Returned Payments 39

Refusal to accept methods of payment 39

- **I. Cash Only Accounts** 39
- **J. Account Holder Contact Information** 39
- **K. Transfer of Existing Account Holder to New Contracted Location** 39
- **L. Unauthorized Consumption on Inactive Location** 40
- **M. Regional Utility Billing** 40

Section 8 – Discontinuing Utility Service 41

- **A. Termination of Service** 41

Requesting Discontinuance of Service 41

Disconnection Scheduling 41

Closing of a Utility Account 41

Final Bill 41

Credit Balance 41
- **B. Revert to Property Owner** 41
- **C. Customer's Rights Prior to Discontinuance of Service** 41

Disputed Bills 41
Extensions & Payment Plan Agreements 42
Misapplied payments 42
Exceptions 42
- **D. Involuntary Discontinuance of Service** 42
- **E. Reconnections** 43

Section 9 – Utility Operational Policies 44
- **A. Meter Calibration Testing** 44
- **B. Water Quality Complaints** 44
- **C. Damage to Plants and Shrubs** 44
- **D. Damage to City Equipment** 44
- **E. Account Holder Name Change** 44
- **F. Deceased Account Holder and Estate Account** 45

Property titled with joint ownership: 45
Property titled with one owner: 45
- **G. Utility Billing Adjustments** 45

Overcharge or Undercharge Error 45
Swimming Pools 46
Excessive Use 46
Stuck Meter 48
- **H. Utility Debt Collection** 48

Utility Collections 48
Utility Liens 48
- **I. Internal Audits and Evaluations** 49

Section 7 - Appendix 50
City of Cocoa Utilities Technical Provisions and Standards Detail 50
Utility Service Request Terms & Conditions Addendum 50
Bacteriological Testing Procedures by Private Laboratories 50
Reclaimed Water Application 50
Application for Utility Services 50

Letter of Authorization 50
Utility Customer Public Records Exemption Request 50
Residential Discount & Exemption Application 50
Automatic Debits (ACH) Agreement 50
Relinquishing Deposits Authorization 50
Account Holder Contact Update 50
Property Owner Request to Terminate Utility Service 50
Excessive Water Consumption Checklist 50
High Consumption Water-Sewer Credit Application 50
Consent to Verify Meter Calibration 50
Utility Water Customer Contact Complaint 50
City of Cocoa Code of Ordinances 50
Schedule A – Utility Rates, Fees, and Charges 50
Schedule B – Miscellaneous Rates, Fees, and Charges 50
Schedule C – Solid Waste Rates, Fees, and Charges 50
Florida Statute Chapter 119 50
Florida Statute Chapter 119.071 50
Florida Statute Chapter 153.67 50
Florida Statute Chapter 153.83 50
Florida Statute Chapter 159.18 50
Florida Statute Chapter 180.135 50
Florida Statute Chapter 812.14 50

Introduction

The policies and procedures contained in this document are intended to define the relationship between the account holder of utility services including water (potable and reclaimed), wastewater, and solid waste collection and the City of Cocoa. These policies are, by notification of and availability to all customers, made part of the contract for service entered into by the account holder. By contracting for service, the account holder acknowledges the applicability of these policies and procedures listed in this document as well as those either expressly written or not written in the City of Cocoa Utility Service Policies and Procedures Handbook and the City of Cocoa Utilities Technical Provisions and Standard Details and agrees to abide by them.

The polices and procedures included in this handbook were adopted by the Cocoa City Council at their regular meeting held on _____.

Section 1 – City of Cocoa Municipal Utilities

A. Establishment
The City of Cocoa (City) owns and operates water and wastewater utilities in accordance with applicable State and Federal regulatory requirements and under permits issued by the State of Florida. These policies, as amended periodically, are adopted by the Cocoa City Council to govern the relationship between the City and its utility customers. Operational authority of the Utilities Department (Department) rests with the City Manager while the City Council retains governing authority of the utilities. The terms Department and City may be used interchangeably in this document.

B. Authority
The enactment of standard utility policies requires the approval of the City Council. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the City Manager or their designees to ensure this policy and procedures manual is revised in accordance with City Council action. The City Manager is authorized as the hearing or grievance officer for customers.

Prior to an item appearing before the City Council, all grievances should be heard by and submitted through the appeal process to the Deputy Finance Director/Finance Director and/or Utilities Director for review and recommendation to the City Manager for possible resolution and final authority.

C. Office and Service Hours
City Hall is located at 65 Stone St. and is open from 8 a.m. to 4:30 p.m. Monday through Friday except for municipal holidays. Service work for unusual conditions may be arranged at other times upon customer request and may require an additional fee.

A 24-hour drop box is available for customer's convenience on the south side of City Hall. Payment made at the drop box after 8:00 a.m. are posted the next business day.

Emergency restoration work is performed 24 hours a day, seven days a week. Customer may call the City at 321-433-8400 for emergency service. Reconnection due to disconnection of service for nonpayment is not considered an emergency. Dispatch for reconnection of services that were disconnected due to nonpayment, or similar instances, will result in additional fees being assessed to the account holder.

D. Scope & Intent
The intent of these policies is to provide the customer, and the employees of the City a helpful guide which uniform procedures for providing utility service. This policy is not meant to be all–inclusive but offers direction and guidance. The City desires to treat its citizens and rate payers in a fair and nondiscriminatory manner, while recognizing that each customer has distinct needs and requirements.

These policies and procedures have been established as guidelines for the day-to-day operations of the City of Cocoa Public Utilities. These are intended to be used and referred to by the City Council and any employees or agents of the City for determining actions and procedures to be followed with respect to city utilities.

These policies and procedures may be periodically revised through recommendation by the City Manager and with approval of the City Council. City of Cocoa utility services are regulated by the City of Cocoa Code of Ordinances, general utility law, and Florida State Statutes. Policies adopted and amended by the City Council are available on file with the City Clerk.

Employees of the City have been empowered and trained to use these policies to deliver high quality service to customers. Employees are expected to deal with each situation with empathy and understanding, listening carefully to the needs and requirements of individual customer. Ultimately, the City Manager is the final authority on these policies. However, every customer has the right to appeal any decision before the City Council. See section *Customer Rights Prior to Discontinuance of Services* for details.

These policies are not meant as a substitute for personal initiative on the part of the employees but are meant to serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the City.

E. Application of Policies

These policies apply to every customer and/or applicant for utility service and may be revised, amended, supplemented, or otherwise changed periodically by action of the City Council.

F. Customer Request for Policies

A summary of this a few of the policies in this handbook, Utility Service Request Terms & Conditions Addendum, is to be available, or offered to, all applicants for service. Customers may obtain a full copy of the City of Cocoa Utility Service Policies and Procedures Handbook from City Hall, City Clerk's Office, in accordance with public records dissemination Florida Statute Chapter 119, or on the City's website. Customer may also request a verbal explanation of policies and are encouraged to see answers to any questions by contacting City Hall, Utility Customer Service.

G. Utility Bill Messages and Inserts

Utility bill messages and inserts shall be reserved for utility rate or water quality related information. On occasion the City Manager may approve unrelated messages or inserts on a case by case basis. Messages will be scheduled in order of priority and request. Any water or sewer utility increase of rates, charges, or fees shall provide notice of the proposed increase to each customer of the utility through the utility billing process, per Florida Statute Chapter 180.136.

Section 2 – Extension of Utility Systems

A. Utility Service

Requirements - A customer desiring service that requires a main extension shall follow the Utility Extension Procedure contained in this Article. The water meter must be set along the frontage of the property being served. This includes flag lots and ingress/egress easements. Existence of a private utility easement across adjacent properties does not eliminate the requirement for a water main extension across the frontage of the property. The water meter must remain with the property for which it is originally set. It must not be relocated or transferred to another property.

Water main extensions must be completed in accordance with the Utility Extension Policy and accepted by the Utilities Department and cleared by the Florida Department of Environmental Protection (FDEP) prior to furnishing utility service. Main extensions may be required to eliminate service line crossings at major roads or to eliminate services connected to water transmission mains. Water mains and reclaimed water mains must extend across the entire frontage of all properties to be serviced and across all vehicle entrance ways of new subdivisions. Off-site interconnections or tie-ins may be required, as deemed necessary by the Engineering Division, to ensure system integrity and eliminate dead-end systems and are the sole expense of the requesting party.

Sewer mains must be extended, at the greatest depth possible, up to the nearest lot line or across all entrance drives or streets. In areas where no gravity sewer exists, the customer may be required to install a sewage pump station that meets the City's specifications. Construction costs due to pumping capacity and manhole/wet well depths greater than customer requirements may be offset by the City. Location, depth, and capacity of the pump station must be approved by the Utilities Department. If a pump station is to be publicly owned, the pump station sites are to be deeded to the City and should be 50 feet by 50 feet in size unless otherwise approved by the Engineering Division. Privately operated sewage pump stations may be permitted if operation and maintenance are provided by the owner.

Costs - Main extensions are at the expense of those desiring service. The customer shall engage private engineering and construction contractor services at his/her own expense. All plans and specifications are subject to the City's approval. The City reserves the right to over-size or to require minimum sizes for any main extension or utility installation.

Policy Exceptions - Special cases that do not conform to normal conditions to which these policies apply may be appealed to the City Manager. The City Manager, or a designee, may grant exceptions to the policies to provide relief in cases where extenuating circumstances justify such action. Exceptions are granted only on a case-by-case basis and are not to be considered a change of policy or as setting a precedent.

Conformance with Technical Provisions - All utility system installations and extensions must be constructed in conformance with the latest revision of the *Technical Provisions* and Standard Detail Drawings in effect at the time plans were approved by the City. If over six months has elapsed since the plans were approved by the City, all installations must conform to the revision of the *Technical Provisions* and Standard Detail Drawings in effect as of the date of the pre-construction conference. The materials and installation as described in the *Technical Provisions* and Standard Detail Drawings take precedence over the engineer's plans unless approved in writing by the Engineering Division. The *Technical Provisions*, Standard Detail Drawings, and a schedule of rates, fees, and charges are available at the Engineering Division located at 351 Shearer Boulevard, Cocoa, Florida.

The constructed facilities are subject to inspections by City representatives for compliance with the City's *Technical Provisions*, Standard Detail Drawings, plans, and specifications. Ample notice and opportunity for inspection of new facilities, pipe, fittings, connections, and thrust blocks must be provided by the contractor. All required testing must be performed by the contractor in the presence of a City representative.

B. Utility Extension Policy & Procedure

Utility Extension Policy - The City will accept for operation and maintenance utility extensions constructed for the purpose of providing service to areas within the franchise boundaries of the City's utilities systems. Utility extensions include water distribution systems, firelines, waste water collection systems, and reclaimed water distribution systems. The City is not obligated to accept any extension or render service until the requirements contained in this section have been met.

The City does not allow City owned and maintained utilities to be installed on private commercial properties with the exception of water meters, fire line detector check valves, and sewer force main check valves.

A Utility contractor is required for all main extensions and the main extension up to the point of service for the fire line system. A fire line contractor is required for the installation from the point of service for the fire line system and the Double Check Detector Assembly (DCDA).

Utility Extension Procedure - Prior to any utility extension in the City's service area, the City must review the plans. A Plan Review Charge is collected in accordance with the Schedule of Rates, Fees, and Charges (Schedules A & B). A check made payable to the City of Cocoa must be submitted with the plans for review.

Initial Submittal - The City will perform a preliminary review of plans. Send one set of plans that have been prepared, signed, and sealed by an engineer registered in accordance with Florida Statutes to the Engineering Supervisor. The set must include water and or waste water and or reclaimed plans showing the location of the mains, distance off proposed pavement, size and type of mains, size and type of services, fire hydrant with hydrant tees, gate valve locations, restrained pipe lengths, proposed length of pipe, locations of other utilities; manholes, laterals, slope, water and sewer calculations, fire flow calculations, per the Florida Fire Prevention Code, Hydraulic Analysis Report, *Technical Provisions;* and Standard Detail Drawings.

The City will send a letter to the engineer of record requesting revisions to the plans, if necessary, or advising that the plans are acceptable and instructing the engineer of record to submit the (revised) plans for final review.

Final Submittal – Send three sets of plans and FDEP permit applications that have been prepared, signed (all with original signature), and sealed by an engineer registered in accordance with Florida Statutes to the Engineering Supervisor.

If the mains will be installed within Florida Department of Transportation (FDOT) right-of-way, a FDOT permit application must also be submitted. FDOT permit application requirement can be obtained from the Engineering Division.

The City will review the final set of plans and, once acceptable, the Engineering Division will approve the plans. The final set of plans and the permit applications will be sent to the Utilities Director for approval. Upon approval the Engineering Secretary will advise the engineer of record to pick up the approved plans and submit them to FDEP.

FDEP Permit – FDEP requires that the City's Technical Provisions and Standard Detail Drawings are included with the plans. The engineer of record is responsible for submitting the approved set of plans and permit application to FDEP.

FDOT Permit - FDOT requires a permit for work within FDOT right-of-way that requires open cutting or crossing of pavement or sidewalks. The permit application is prepared by the engineer of record and submitted to the Engineering Division. The owner/developer shall sign the City's Construction Agreement and the owner/developer shall have the City's Hold Harmless and Indemnification Agreement signed by all contractors and subcontractors that will provide preparation, installation, and clean-up of the utility work within the FDOT right-of-way. The agreements must be approved by the City Manager. Then the permit application will be signed by the Utilities Director or designee and forwarded to FDOT.

Requirement Letter – The City will send a requirement letter to the engineer of record once the City has received the FDEP permit. The requirement letter outlines all the items necessary for acceptance of the utility extension and lists the fees and charges due including impact fees, meter charges, and backflow prevention assembly charge.

Payment of Charges – Prior to preconstruction for the new utility system, payment of the following charges is required: Jumper Meter Installation Charge, all Painting Charges, and Fire Protection Service Charge.

Connection Charges must be paid with the meter installation charge.

The Meter Installation Charge can be paid before or after utility system acceptance. However, the meter will not be installed until the utility system has been accepted for service by the Utilities Department. The customer should allow two weeks after the utility system is accepted for meter installation.

Preconstruction Meeting – A preconstruction meeting is required prior to installation of a utility extension. The utility contractor and his/her field Superintendent is required to attend this meeting and provide proof of registration as a State-certified underground utility contractor. The meeting is held in the Utilities Administration Building at 351 Shearer Blvd., Cocoa. The utility contractor is responsible for arranging the meeting time with the Inspection Supervisor. It is recommended that the engineer of record and the project owner attend this meeting. The preconstruction meeting will cover the schedule for payment of fees and charges, materials and installation, the contractor's installation schedule, inspection, testing, and acceptance of the utility system.

Material Inspection – An inspection of all material is required before it is installed. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector.

Wet Taps – All wet taps will be performed by a private tapping contractor that must be on the City's list of approved tapping contractors.

Open Ditch Inspection – After the utility extension has been installed, an open ditch inspection is required prior to backfilling the trench. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector. The Inspector will check pipe installation and conformance with plans and specifications.

Pressure Test and Chlorination – After the utility extension has been installed and backfilled, all mains shall be swabbed. Foam swabs shall be flushed through the new mains. The swabbing shall be done by the contractor under the direct supervision of the Engineering Inspector . After swabbing, a pressure test is required. The water system is tested at 150 psi for two hours to test for leakage and structural soundness. The first hour is to be witnessed by the utility contractor; the last hour is to be witnessed by the City's Engineering Inspector and the utility contractor. The utility contractor is responsible for scheduling this test with an Engineering Inspector.

After the pressure test is successfully completed, the water line and appurtenances must be chlorinated. Disinfection will conform to the applicable provisions of American Water Works Association Specification C-651. The chlorine solution must remain in the pipe for at least 24 hours before flushing. No flushing is allowed between bacteriological sampling. All Chlorinated water is required to be de-chlorinated prior to discharge.

Bacteriological Testing – A bacteriological test will be performed by a private laboratory in accordance with the City's Bacteriological Testing Procedures by Private Laboratories.

FDEP Clearance – Clearance from FDEP is required before the temporary jumper can be removed. The engineer of record shall submit to the City a completed FDEP form "Certification of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking Water Facility into Service" (Clearance Form) and, if a general permit was obtained from FDEP, as-built drawings that have been signed (original signature) and sealed by the engineer of record.

The City will attach a copy of the FDEP permit, pressure test sketch showing the sample points, bacteriological test results, and a copy of the as-built drawings, if required, to the Clearance Form. The Clearance Form is then approved

by the Utilities Director and mailed to FDEP. Submittal of the Clearance Form by the engineer of record to the City is time sensitive since the bacteriological test results cannot be older than 60 days by the time they are received by FDEP.

Final Inspection – After all tests of the utility extension have been successfully completed, a final inspection must be scheduled. The final inspection consists of checking for items such as; concrete valve pads, blue reflectors at the fire hydrants, meter boxes installed to grade, curb stops properly installed in the meter boxes, service line locations marked on the curb, all valves are open, and proper paint used on items that require painting. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector. It is recommended but not required that the utility contractor be present for the final inspection. The City will send a letter to the utility contractor if any discrepancies are found.

Acceptance of Utility Extension – After the utility extension has been properly installed and successfully tested in accordance with the Utility Extension Policy, and after all required documents described below have been received by the City, the City will send a letter of acceptance to the owner.

As-Built Drawings – The City requires three sets of as-built drawings ("as-builts") signed (all with original signature) and sealed. The as-builts can be certified by a Florida-registered surveyor or the engineer of record as to the accuracy of the information supplied. The engineer of record must certify that the utility extension has been installed in accordance with the approved plans and specifications. The information provided on the as-built drawings must conform to the City's latest *Technical Provisions* and Standard Detail Drawings.

Bill of Sale; Maintenance Bond/Security – The Bill of Sale conveys ownership of the utility extension to the City so the City can operate and maintain the system. The City's Bill of Sale form must be completed by the owner of the project and submitted to the City. In addition, the City reserves the right to require a maintenance bond or some other security covering the utility extension for a period of up to two (2) years depending on the specifications of a particular extension. The bond or other form of security must be in a form deemed acceptable to the City.

Easement – If the utility extension is installed on private property, a Water Line and Ingress/Egress Easement is required. The Water Line Easement is to be a 15-feet-wide surveyed easement centered over the utility extension. The Ingress/Egress Easement is usually for the entire property and allows the City to enter the property to operate and maintain the water line. The City's Easement form must be completed by the owner of the project and submitted to the City. The City sends the Easement to the Brevard County Clerk of Court for recording.

Non-Accepted Systems – The City is not obligated to repair or to provide field locations on any system that has not been accepted for operation and maintenance. No connections will be made to and no meters will be installed on any system until after the system is accepted and all applicable charges have been paid to the City.

Private Utility Systems – All utilities located on private commercial properties will be owned, operated, and maintained by the property owner. The City does not allow City owned and maintained utilities to be installed on private commercial properties with the exception of water meters, fire line detector check valves, and sewer force main check valves.

City inspectors have the right to inspect any portion of the private system for excessive leakage or non-approved connections. Any deficiencies noted must be corrected within ten days of written notice by the City.

C. Fire Protection System Requirements

The City provides water service for fire protection. On public, commercial, and multifamily residential fire protection systems, the City requires a double check detector assembly (DCDA), the size of which has been determined by a private fire protection system Engineer. The City is responsible for operating and maintaining its water system up to and including the DCDA piping leg and in-ground 90-degree or 45-degree fitting on the customer's side of the DCDA. The City has determined the point of service for the fire line system to be the gate valve installed at the fitting upstream of the DCDA. A fire line contractor is required for the installation of the DCDA.

The fire protection system design must include a safety factor of five psi. Materials for and installation of the DCDA shall be in accordance with Section 2.2 Utility Extension Policy & Procedure and the City's current *Technical Provisions* and Standard Detail Drawings.

The City charges a Fire Protection Service Charge in accordance with the Schedule of Fees, Rates, and Charges. The customer must pay the first year's Fire Protection Service Charge prior to the preconstruction meeting for the utility extension.

For new systems, the Contractor will test the DCDA and provide the backflow certification to the City's Engineering Division. If the test fails, the customer's contractor must have the DCDA repaired by a licensed backflow technician and re-test the DCDA.

The City charges a Fire Line Painting Charge in accordance with Schedule of Fees, Rates, and Charges. The customer must pay the Fire Line Painting Charge prior to the preconstruction meeting for the utility extension. After acceptance, the City will paint the fire line.

For existing fire protection systems, the Water Field Operations is responsible for operating, maintaining, repairs, and testing of the existing DCDA. Customers requiring repair, maintenance, operation, or testing of the existing DCDA shall contact Water Field Operations located at 351 Shearer Boulevard, Cocoa, Florida.

Private fire line contractors are prohibited from operating, maintaining, repairing, and testing DCDA owned, operated, and maintained by the City of Cocoa except as authorized by Water Field Operations. The City will not be responsible for any cost incurred by the customer for unauthorized work on the DCDA.

Section 3 – Rights and Responsibilities

A. Right of Way and Access
As a condition of service, the account holder grants to the Utilities Department all rights and privileges necessary for the rendering of service. Utilities Department employees and contracted representatives must have access at all times to the City's facilities located on the customer's premises. Access is limited to the installation, operation, maintenance, inspection, and/or removal of utility appurtenances. Failure to provide access to Utilities Department personnel is grounds for involuntary discontinuance of service. Any advance notice to the customer or occupant of work performed on the customer's premise will be at the discretion of the City. The Utilities Department is not liable for trespass during performance of these activities. Vehicles or large movable objects that block access to the utilities right-of way may be towed at the customer's expense.

B. Relocation or Adjustment of Utilities
Standard residential 3/4" and 1" meter relocations or adjustments with no concrete or asphalt open cuts, no site restoration work, and less than ten feet in length will be performed by the City at a cost as provided in the Schedule of Fees, Rates & Charges.

Residential 3/4" and 1" meter relocation or adjustments that require a permit, concrete or asphalt open cuts, site restoration work, or are longer than ten feet will require a cost summary estimate from the Engineering Division and the account holder will be required to pay that cost prior to the work being performed by the City.

The City will not relocate or adjust a 3/4" and 1" residential meters within subdivisions currently being developed or within one year of acceptance by the City. The owner must contact the developer who shall have its utility contractor relocate the meter under the direct supervision of the Utilities Department.

When relocation or adjustment of the City's facilities is necessary for a multifamily or commercial building due to a change in the customer's operation or construction or due to a request, such relocation or adjustment will be designed by an engineer and constructed by a utility contractor provided by and paid for by the customer.

In the event that relocation of a customer's point of service is required by the City, a new on-site service line may be installed by a licensed plumber at no cost to the customer. The customer will provide the necessary access to the property for such and installation and will assume responsibility for same upon relocation.

The relocation work or connection of the customer's facilities will be warrantied for any defects in the construction for a period of one year. The City; however, will not be responsible for cost associated with damage caused by natural disasters, breaks, acts of God, misuse of the facilities, or any other cause beyond the control of the Utilities Department.

C. Limits of Liability & Continuity of Service
The Utilities Department will use reasonable diligence to provide dependable service but **DOES NOT GUARANTEE** continuous and uninterrupted service.

The City is not liable for want of supply or for any occurrence, act, omission caused directly or indirectly by mechanical failure of equipment and/or facilities; repairs; or adjustments to its system; riots, strikes, civil unrest, insurrections; accident; litigation; interference by Federal, State, or municipal governments; act of God; acts of the public enemy; or any other cause beyond the control of the Utilities Department. The City reserves to itself full discretion in reducing the amount of water available, in servicing some customers to the exclusion of others, or, if necessary, in discontinuing water, reclaimed water, or waste water services.

All reasonable efforts are made to assure continuity of services to customers. Although the City uses its good faith effort to see that utilities are delivered safely, the City is not responsible for any damage caused by interruption of utility services. The customer understands that instances may occur where service is interrupted beyond the control of the City and that no compensation will be rendered for such loss of service.

D. Account Holder Responsibility for Piping and Leakage

The account holder shall be defined as the person contracting service until or unless the contracted service is voluntarily or involuntarily discontinued. In the absence of any active contract for service, the property owner shall be the account holder. See subsection *Revert to Property Owner* for details.

The City is only responsible for correcting leaks on the main water system and up to and including the water meter.

The City is not responsible or liable for the account holder's utility system beyond the following points of service:

- Water: the meter and/or backflow prevention assembly
- Reclaimed Water: the meter and/or curb stop
- Waste water: the City's sewer cleanout or the property line
- Fire Protection/Suppression Systems: the meter, backflow prevention assembly, and the bottom fitting in the ground downstream of the double detector check valve.

The City does not assume any responsibility for, or liability arising because of, the condition of water and/or sewer piping, plumbing or any apparatus on the premises of the account holder and/or property owner. Water pulled across any of the points of service listed above immediately becomes metered water. Metered water that is knowingly or unknowingly either used, lost, leaked, or stolen is considered consumption and is the property and responsibility of the account holder.

The City does not assume any responsibility for, or liability arising because of, any loss or damage to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of metered water on the account holder's premises.

The account holder is responsible for leakage in the piping on his/her property on his/her side of the water meter at the point of connection to the meter and/or backflow prevention assembly, if applicable, and will be charged for water and/or sewer based on water use as indicated on the meter.

The account holder is responsible for monitoring and safeguarding any intentional or unintentional consumption of water, regardless of any conditions or circumstances known or unknown to the account holder and/or property owner, that may contribute to water loss, leak, or theft of water.

The City is not responsible for investigating, informing, or prosecuting due to water leaks, loss, or thefts on the customer's side of the water meter. As a courtesy the City makes a reasonable effort to inform the customer of excessive or active water usage, if noticed, during routine meter reads or maintenance. It is the customers responsibility to regularly monitor their water meter usage/flow rate indicator for symptoms of water loss.

When a customer requests the water meter to be turned on it is the responsibility of the customer to make sure all valves, faucets, hoses, and any other appliances that demand water are turned off prior to the City representative turning the meter on. If the City representative notices the meter flow rate indicates active water use when turning on the water meter, the meter will be immediately turned back off and a reasonable attempt to leave a notice that the meter was turned off will be made. In the event the City does not detect any active water flow, the City is not responsible for any water loss or damage.

For details regarding system operations for the City of Cocoa, please refer to the City of Cocoa Utility Service Policies and Procedures Handbook, the City of Cocoa Utilities Technical Provisions and Standard Details and/or City of Cocoa Code of Ordinances.

Section 4 – Requirements and Regulations

A. Potable Water Service Policy
Properties within the City's franchise area are eligible for connection to the potable water system on a first-come first-served capacity-available basis. As deemed necessary by the Utilities Director, some projects may require off-site improvements or hydraulic studies to assess the impact of the proposed service on existing customers. All costs for studies or off-site improvements will be paid by the customer.

B. Resale of Water
Water service obtained from the City is to be used by the customer only, for the purpose specified in the application for service, and cannot be resold. Water service is furnished directly to the customer through the City's individual meter. It is for the customer's sole use and is not to be re-metered by the customer for the purpose of selling water service at a profit to lessees, tenants or others. Re-metering for the purpose of equitable distribution of water and sewer service costs is allowed so long as the charges reflect the amount charged by the City.

C. Sub-serving by Customer
The customer will not build or extend water lines across or under a street, alley, lane, court, avenue, across property lines or in any other way in order to furnish service through one meter to more than one property. Serving more than one property is not allowed even though such adjacent property is owned by the customer. An exception to this policy may be requested in writing from the Utilities Director. Written consent for the exception will be given only when such adjacent properties are operated as one integral unit under the same name for carrying on parts of the same business. When and if such consent is given, the customer must obtain any necessary State, county, or municipal permits. All construction must be in accordance with applicable codes, installed by duly licensed professionals, and subject to applicable inspection procedures. Service is furnished only to the property immediately adjacent to the meter. If the customer subdivides a property that has a single water service (meter), the existing water service will be used to serve the property immediately adjacent to the meter. The remaining subdivided properties must be provided with individual service lines and meters at the owner's expense. A water main extension may be required in order to provide service to the customer's subdivided property. If a main extension is required in order to provide service to a property, refer to section *Utility Extension Policy & Procedure*.

D. Customer Facility Requirements
All on-site service lines and plumbing are to be installed in accordance with these requirements and regulations and in compliance with the latest guidelines of local codes and inspection authorities. All installations must be inspected and approved by an authorized inspector as required by law. The Utilities Department may deny service to any new or altered installation or it may disconnect service to any existing installation that, in the opinion of the Utilities Department, constitutes a hazard to the public, to other customers, or to its employees.

E. Backflow Prevention and Cross-Connection Control
Backflow prevention assemblies are to be installed to provide protection to the water system and to comply with local and State regulatory authorities and the City's Cross-Connection Control and Backflow Prevention Program.

The potable water supply must be protected from the possibility of contamination. Non-potable sources of water or harmful substances must be prevented from entering the potable water system. The Utilities Department promotes the avoidance, prevention, and elimination of cross-connections. It provides for a continuing program of cross-connection education, prevention, detection, and control. This program is intended to prevent water that has passed from the public distribution system into the private plumbing and fire protection systems from re-entering the public system. The City charges an annual Cross Connection Control Program Administration Charge, in accordance with the Schedule of Rates, Fees, and Charges, to administer this ongoing program required by federal and state regulations.

The most current edition of the following codes, rules, and standards are adopted as a part of Cocoa's Cross-Connection Control Program:

 Florida Administrative Code (FAC) 62-550.200(22) defining cross-connections; FAC 62-555.360 prohibiting cross-connections and providing a routine Utilities Department program for the detection and prevention of cross-connections; FAC 62-610 establishing rules for reclaimed water systems serving potable water customers.

 Florida Building Code Plumbing Volume, Section 608.8, requiring identification of potable and non-potable water distribution systems either by color marking or metal tags.

 American Water Works Association (AWWA) manual M14 providing recommendations for organizational background for a cross-connection control program.

 The Foundation for Cross-Connection Control and Hydraulic Research (University of Southern California) manual *Cross Connection Control* for the approval of backflow prevention assemblies.

 The Code of Ordinances of the City of Cocoa, Chapter 22, setting forth rules for alternative water service and providing for discontinuance of water service to properties not in compliance with the rules.

The Water Field Operations Division is responsible for the education and training of personnel for the testing, installation, and maintenance of all backflow prevention assemblies (including fireline backflow devices). This division records material and equipment installation and inspection data. Surveys are performed at the premises of existing and new customers to detect actual or potential cross-connections.

The customer is liable for the initial installation cost of a backflow prevention assembly, which cost must be paid in advance of installation.

The City maintains backflow prevention assemblies that meet the City's requirements and charges an annual Backflow Assembly Testing & Maintenance Charge in accordance with Exhibit A Rates, Fees, and Charges.

F. Curb Stops

The City is responsible for the use and maintenance of the water service lines up to and including the backflow prevention assembly. The curb stop is a mechanism used by the City to regulate the flow of water to the meter and is City property. It is the City’s option to grant permission to the customer to turn the curb stop on or off for emergency repairs or after-hour turn-on when water is running. The curb stop is not designed to be used as a faucet and frequent use may damage the device. A damaged curb stop will be repaired or replaced at the discretion of the City. The customer may be charged the actual cost of repair or replacement at the discretion of the City.

It is recommend that a customer have a shut off valve installed downstream of the meter and backflow preventer, at the customer’s expense. A house valve is also recommended. A house valve is an in-line connection and handle on the water service line from the meter to the house. It is usually located on the exterior of the house near an outside faucet or hose bib but can be located internally near a water heater or clothes washer hookup. By turning the handle, the customer can shut off the water supply to the house in an emergency or to make repairs.

G. Individual Meters

Individual meters are required for all new residential service connections with the following exceptions:

 High-rise (three stories or greater) condominiums
 Short-term rental units and travel trailer parks
 Special cases as approved in writing by the Utilities Director

H. Sizing of Meters

Water meters will be sized according to the guidelines stated in the American Water Works Association manual M22, Sizing Water Lines and Meters. The engineer of record shall complete the calculation for sizing the meter. The engineer shall provide the calculations to the Utilities Department for approval. If deemed necessary by the Utilities Department, the owner shall provide to the Utilities Department access to the property to evaluate the water usage requirements. The minimum size meter, as calculated, will be installed. No over-sizing of meters will be permitted.

I. Upsizing of Water Meters
If requested by a commercial or multifamily residential customer and justified according to section *Sizing of Meters*, the customer may replace an existing meter with a larger meter. All calculations must be completed by a licensed engineer or architect. The calculations for upsizing must be submitted to the Engineering Division for review and approval. Installation of upsized service piping shall be in accordance with Section *Relocation or Adjustment of Utilities*. The customer shall be required to bring the service up to current standard requirements at the customer's expense. Current standard requirements may include, but are not limited to, installation of a backflow prevention assembly and conversion of below-ground to above-ground installation in accordance with the *Technical Provisions*. Meters will not be upsized for billing purposes. Additional fees and charges may apply.

J. Separation of Meters
A commercial or multifamily residential customer who desires to install individual 3/4" meters in lieu of an existing master meter 1" or larger may be allowed to do so in accordance with section *Relocation or Adjustment of Utilities*.

A commercial or multifamily customer who desires to install meters for the purpose of establishing a separate billing of non-irrigation flows may do so as long as the flows do not enter the waste water collection system. Installation of the service shall be in accordance with section *Relocation or Adjustment of Utilities*. In either case, the customer is responsible for reconnection of individual plumbing to the new meters. Payment of impact fees will not be required unless the use of the property has changed and will result in increased water demands. Other charges may apply.

K. Temporary Irrigation Meters
At the sole discretion of the Utilities Director, temporary irrigation meters may be installed and utilized. The temporary irrigation meters may be in the form of temporary construction meters as described in this Handbook. Each temporary irrigation meter request will be evaluated on a case-by-case basis and each approval of temp meter shall include a specified time period. Permanent irrigation meters will not be permitted.

L. Temporary Construction Meters
Temporary construction meters are subject to the following requirements:

 Temporary construction meters will have a specified time period of 90 days. Extensions of time maybe granted if requested in writing with proper justification.

 Temporary construction meters will be located, at the discretion of the Utilities Department, on the nearest acceptable fire hydrant or 2" blow-off and secured by a chain and lock.

 Temporary construction meters will be installed for construction purposes only. Meters permanently mounted on spray trucks for tank filling purposes are exempt from these restrictions. Meters mounted on water trucks are subject to these restrictions.

 Temporary construction meters will not be utilized for irrigation purposes or for domestic supply purposes.

 Temporary construction meters will be removed or relocated only by Utilities Department personnel.

 Repairs necessitated by abuse of a temporary construction meter will be charged against the customer's deposit.

M. Temporary Jumper Meters
A temporary jumper meter shall be installed at a tie-in valve of all new water main extensions. All swabbing, flushing, and testing operations will be accomplished through the jumper meter. The jumper meter is to be used only for the swabbing, flushing, and testing of the new water main extension. It shall not be used as a construction meter for the project. If any utility contractor or subcontractor connects to the new system, whether it has a jumper meter or not, the connection will be disconnected and the utility contractor will be billed for an illegal connection. This may lead to a delay in the acceptance of the water system for service, thereby delaying the permanent meter installation.

The jumper meter installation shall be in accordance with the City's Standard Detail Drawings. It shall consist of 2" galvanized pipe and fittings, a 3" meter supplied by the City (paid for by the developer or contractor), and a 2" double check valve supplied by the contractor. The contractor shall install the jumper meter assembly. All tie-in valves shall be locked by the contractor with the chains and locks supplied by the City. After installation of the jumper meter assembly, the contractor shall have the 2" backflow prevention assembly tested by a State-licensed backflow testing company to assure that it is functioning properly. A copy of the testing report must be supplied to the City.

Section 5 – Establishing Service

A. New Connection to the Water/Sewer Distribution Systems
Properties within the City's franchise area are eligible for connection to the potable water system on a first-come first-served capacity-availability basis. The City of Cocoa Engineering Department plans, designs, and obtains permits for the drinking water transmission and distribution, waste water collection, and reclaimed water distribution systems. As deemed necessary by the Utilities Director, some projects may require off-site improvements or hydraulic studies to assess the impact of the proposed service on existing customers. All costs for studies or off-site improvements will be paid by the customer. The general requirements are described in the City's Technical Provisions and Standards Details.

A new customer connecting to water and/or sewer system (new construction) may apply for the desired service obtaining a cost summary from the Engineering Department. Once the cost quote is available, the customer shall pay for the new connection by contacting the Customer Service Division. Upon payment, work orders are entered for Engineering to install the new connection.

B. New Connection to the Reclaimed Water Distribution System
Any utility account holder within the City of Cocoa limits and in good standing may request the City to install and operate a City approved irrigation/reclaimed water meter at any property owned by such account holder, provided that the City has reclaim mains available to serve the account.

Prior to the installation of a new in-ground irrigation system to be connected to the City's reclaimed water system, or connection of an existing system to the City's system, the account holder shall request the City to install and operate a city-approved reclaimed water meter. The account holder is responsible for connecting their system to the account holder side of the meter and for allowing inspection of all connections by City staff prior to the turn on of the meter. All irrigation/reclaimed water meters, meter boxes, pipes and other equipment furnished or used by the City in installing any such irrigation meter shall be and remain the property of the City. Prior to installation of any such reclaimed water meter, the account holder shall pay to the City all charges as specified in the Schedule of Rates, Fees, and Charges (A&B) established and modified periodically by the City Council.

A new customer connecting to the reclaimed water system may apply for the desired service, if available, as outlined in the Reclaimed Water Application and through contacting the Water Reclamation Facility at 321-433-8749.

C. Contracting Utility Service to Existing Connections
Anyone may apply for water and/or sewer service to a property within the appropriate service area provided they are the owner, owner's agent, or a prospective tenant of the property to be served.

The Customer Service Division (hereafter referred to as City) must treat all applicants in an equal and non-discriminatory manner, without regard to race, sex, age, ethnicity, national origin, disability, mental illness or ability, sexual orientation, gender, gender identity/expression, sex characteristics, religious, creed, political opinions, or marital status.

A new Application for Utility Services must be submitted for every water/sewer connection, including transferring service to a new location, regardless of prior connections to an existing address or account holder history PRIOR to receiving utility service. A Service Initiation Fee, in accordance with the current schedule of rates, fees, and charges, will be due for the processing of any new application. See subsection *Connection & Installation Fees & Charges* for details.

D. Utility Application Processing
Persons wishing to establish water/sewer service will be required to complete an Application for Utility Services. If not applying in person, the Application for Utility Services form must be notarized. **All** persons requesting utility services must provide the following information:

- Full name
- Mailing Address

- Service Address
- Home, Cell & Work Phone Numbers
- Email Address (if available)
- One valid form of government issued identification with photo – Valid driver's license, passport, alien registration card, or state issued photo ID
- A second form of identification such as anything that has the applicant's name embossed and/or printed on it, excluding debit/credit cards, such as social security card, insurance card, voter's registration, passport, vehicle registration, etc.
- Names of adult persons living in household (if applicable)

Property Owner as Account Holder:

- Proof of Property Ownership if different than Brevard County Property Appraiser's website.
- If property owner is unavailable, provide a copy of the Power of Attorney.

Non-Property Owner as Account Holder:

- Notarized, Valid Rental Agreement between the prospective tenant and property owner. The property owner's signature must be notarized; however, if prospective tenant and property owner both appear in person and provide government photo identification, neither signature needs to be notarized.

- If an agreement is not available or has expired, a notarized Letter of Authorization Service found in the appendix and completed by the property owner or authorized agent.
    - If authorized agent is submitting the application, provide Power of Attorney, Property Management Agreement, etc.

- If property owner is deceased please provide death certificate and documentation verifying survivorship (i.e. Last Will and Testament, Trust, Probate, etc.).

Property owners shall provide a closing statement or deed to verify ownership. Property owners may have utilities connected at more than one location as long as all accounts remain current. Any property owner's prior debt for utility services at any location and/or a property owner's outstanding account balance at the service location applied for, may prevent a property owner, their agent, and/or a tenant from establishing new service until account(s) are paid in full. See subsection *Prior Utility Debts* for details.

Non-Property Owners shall provide the City with a notarized copy of a valid lease/rental, or a copy of a valid lease/rental agreement that contains an electronic signature with certificate of authenticity, or a notarized Letter of Authorization and may be limited to one service location at any given time. The non-property owner's utility account will be set up in the name or names specified in the lease/rental/occupancy agreement. A property management agreement shall be required for agents acting on behalf of the property owner. In the event that any person named in the lease has an outstanding utility debt with the City, that debt shall be paid in full prior to service connection. See subsection *Prior Utility Debt* for details. If any notarized lease/rental/Letter of Authorization for occupancy agreement and/or property management agreement cannot be provided, an Application for Utility Services may be denied.

Master Metered Multi-Unit Residential and Commercial Properties collectively serviced by a single master meter shall have the account held in the name of the property owner.

Private fire protection "fireline" systems shall have the account held in the name of the property owner and shall remain active at all times.

E. Time and Place of Application

Persons requesting utility services at existing connections can complete an Application for Utility Services and submit all required documentation to City Hall in person between 8:00 a.m. and 4:30 p.m. Monday through Friday, by mail (65 Stone St. Cocoa, FL 32922), e-mail (customerservice@cocoafl.org), online

(https://www.cocoafl.org/FormCenter/Customer-Service-8/New-Account-Request-for-Service-58), or via facsimile (321-433-8408). However, in the event service is requested electronically and in order to verify identity, the Application for Utility Services must be notarized, and legible copies of a valid government issued identification document (driver's license, passport, state identification card, military identification card, etc.) must be submitted. If the copies are illegible or the application is not notarized, the paperwork shall be returned to the applicant, delaying the connection process. If applications and subsequent documentation are sent electronically by e-mail or fax or by mail, it is the responsibility of the customer to follow-up and ensure Customer Service has received the documents.

No service will be connected until all application procedures have been completed and any fees/balances, if applicable, are paid in full. Completed applications submitted the day of requested service may be processed; however, utility services may not be performed until the following business day as same day service is not guaranteed. If same day service is available, the applicant shall pay a Service Initiation Fee (same day) to secure same-day service. Otherwise the applicant will pay the Service Initiation Fee (next business day) and receive next available day service. If same day service is available, the completed application must be received by Customer Service by 2pm. See *Service Initiation Fee* for details. The City will strive to meet each customer's needs for connection of service. Normal connection will be made in a timely manner during regular business hours. The City reserves the right to inspect the meter prior to connection to determine if utility service can be received at the premise in a safe manner.

F. Application of Deposit and Exemption Criteria

The City requires water and sewer deposits for any applicant wishing to establish service at any location, except as specified below, and shall be billed on the account holder's first bill. Any applicant with prior debt, has been involuntarily discontinued from service, has filed bankruptcy in the past 12 months, applies for a temporary connection, or has had their meter removed shall pay the deposit prior to the connection or re-connection of service.

Residential accounts contracted by the property owner shall be exempt from deposit if the contracting owner meets the following criteria:

- Has been or is in the Military and can provide a copy of their Military ID card or a DD 214 form; or,
- Has been an account holder of any utility in the United States within 120 days of application for service and can provide a letter of reference from the utility showing that he/she has no outstanding debt; or,
- Is transferring service from an existing account with good credit to a new property owned by the applicant within the City's distribution network; or,
- Applicant poses little to no delinquency risk upon successful completion of credit screening; or,
- Completes an Automatic Debit (ACH) Agreement and maintains successful, automatic bank draft for 12 consecutive months.

Residential accounts contracted by the non-property owner shall be exempt from deposit if the contracting account holder meets the following criteria:

- Applicant poses little to no delinquency risk upon successful completion of credit screening; or,
- Completes an Automatic Debit (ACH) Agreement and maintains successful and continuous, automatic bank draft for the life of the account.

Residential accounts shall have their deposits refunded to the account after twelve (12) consecutive months of good credit. Good credit is defined as not having been disconnected for non-payment, or not having had two or more returned payments, or not having any account be sent thorough debt collection (i.e. collections, lien, etc.). A customer having multiple active accounts will be subject to deposits billed on all of the accounts if good credit is not maintained on any one of the accounts or combination of accounts (as in the case of two returned payments).

Commercial account and multi-unit residential dwelling account deposits will remain on the account until services are requested for disconnection and/or involuntarily terminated by the City.

Governmental accounts shall be exempt from deposit.

See subsection *Deposits* for details.

G. Service to Commercial Accounts

Non-residential accounts established for service will require a signature by a duly authorized representative of a business entity. For a business not operated by a recognized legal entity, the account will be listed in the name of a responsible person (owner, manager, etc.). That person accepts the personal responsibility for payment of the account and must notify the City of any changes in ownership. For a business operated by a recognized legal entity, the account will be listed in the name of a responsible person "DBA" (doing business as) the name of the company. Commercial property applicants require the same information as residential property applicants and are subject to all utility policies and procedures as described in this document.

H. Service to Locations with Multiple Collections/Write-Offs

A collection/write-off on a utility account is when a utility account holder is indebted to the City after all deposits and payments are applied during the finalization process. The legal property owner may be required to be the contracting utility account holder when any location has three (3) or more collection/write-off accounts, in the name of any person, connected to the property and/or the sum of all of the collection/write-off accounts is greater than or equal to $2,000, while the property is owned by the same owner,. The account will stay in the legal property owner's name until the property is sold or the collection/write-off accounts associated with the property are all paid in full. An exception may be made to allow the prospective tenant contract service only if the applicant poses little to no delinquency risk upon successful completion of credit screening. Credit screening fee, service initiation fee and deposits shall be paid in advance of connection.

I. Service for Temporary Connections and Disconnections

Prospective buyers can request a temporary connection for inspection of the home during the closing process. Inspection connections are temporary and shall not extend beyond 10 business days. If the prospective buyer closes on the property and wishes to keep the connection permanent, the buyer must contact Customer Service to transition the account to permanent status. Inspection connections may not be authorized if any prior debt exists. Water deposits and any administrative fees shall be paid in advance prior to the connection.

J. Prior Utility Debts

Any prior debt and outstanding account balances must be paid in full before service can be connected.

The City shall refuse to furnish new service to:

- any applicant or any member of the household who is indebted to the City of Cocoa for service previously furnished at any location connected to City infrastructure where they were the contracting party; or
- an applicant the City reasonably believes directly benefited from utility service provided to a former contracting occupant who is indebted to the City of Cocoa at the same service location applied for; or
- an applicant where the current property owner has an outstanding account balance at the same service location applied for; or,
- an applicant where the current property owner has a prior debt at any location connected to the City infrastructure that is owned by the same property owner; or
- an applicant where the service location applied for has a lien on the property; or
- a non-property owner applicant where the service location applied for has either three (3) or more collection/write-off accounts (while owned by the same person), or the sum of all of the collection/write-off accounts at the service location (while owned by the same person) is greater than or equal to $2,000. An exception may be made to allow the prospective tenant contract service only if the applicant poses little to no delinquency risk upon successful completion of credit screening. Credit screening fee, service initiation fee and deposits shall be paid in advance of connection.

In the instance that debt to the City is not discovered prior to approval of application, the previous balance will be transferred to the account holder's current account where it will become part of the balance due for services. Account holders will be expected to pay the previous balance in full along with their subsequent monthly bill in order to avoid having services interrupted for nonpayment. If the previous balance is of significant amount, an account holder may apply for extension or payment plan in accordance with this policy. Failure of staff to discover a previously owed debt does not relinquish the debt owed to the City by the delinquent account holder.

K. Reasons for Denial of Service

Applications for utility service may be denied for any one of the following reasons:

- An incomplete Application for Utility Services.
- Valid, legible support documentation such as a notarized lease/rental/letter of authorization, property deed, etc. is in question or cannot be provided.
- Questionable Identification – inability to provide legible, verifiable or valid identification
- A prior debt for an applicant or service location exists see section *Prior Utility Debts* for details.
- An applicant with prior debt has not paid the required deposit see section *Deposits* for details.

L. Privacy

Our application/agreement requests that the potential account holder voluntarily provide their social security number. We request this number to verify identify, protect sensitive account information, and collect delinquent balances. There is no statutory or other authority requiring any account holder to provide a social security number. However, if available, when account holder billing data is requested, the last four digits of the social security number or Tax ID Number may be used to verify identity prior to any information being given out by staff. In the absence of a social security number, Staff members may request other verifying information to protect account holders against fraud.

Account holder billing data is considered public information. Florida law allows certain persons to request that eligible personal information contained in the City's utility customer information system be exempt from public records disclosure. Please refer to Florida Statute section 119.071 or other applicable statute for scope of protection. Requests can be made by the account holder completing a Utility Customer Public Records Exemption Request and returning it to the Customer Service Division. The City will ensure that account holder information, including billing data, is adequately safeguarded against unauthorized use.

In accordance with the Telephone Consumer Protection Act (TCPA), the account holder agrees by contracting service, that the City of Cocoa may contact him/her as described in subsection *Utility Debt Collection*.

All incoming and outgoing calls to Customer Service may be recorded and/or monitored for quality assurance.

Delinquency Notices can be requested, by the property owner, to be sent to the property owner of any rental property.

Section 6 – Application of Rates, Fees, and Charges

A. Establishment of Rates, Fees, and Charges
Rates and fees for all utility services are established and adopted by the Cocoa City Council. The City Council reviews rates and fees each year during the budget process. The Council examines current and future needs (including adequate reserves) of the systems in order to establish rates that are adequate to meet these needs. Rates, fees, and charges are generally set in a fee schedule adopted with the annual budget; however, any fees, charges, or rates are subject to change throughout the fiscal year and upon City Council approval.

The City of Cocoa is also a contracted regional utility billing agent for services on behalf of several surrounding municipalities and sewer entities such as Brevard County, City of Cocoa Beach, City of Cape Canaveral, City of Rockledge, Colony Park, and Sun Lake. The rates and fees for these services are established and adopted by their respective municipality and/or the Public Service Commission and are subsequently provided to the City of Cocoa for billing on the regional utility bill. For more information on these services and their rates or fees please contact the respective service provider. See subsection *Regional Utility Billing* for more details.

B. Determination of Utility Rates
Utility rates for specific locations are based on a number of factors including residency, connection/meter size, number of establishments connected to a single service connection, etc. Water charges are billed according to the number of gallons metered, rounded to the nearest thousand, within a billing cycle. Sewer charges are based on the total number of gallons recorded on the water meter within a billing cycle and may include a cap. Both water and sewer charges include a monthly base fee for service availability and administration and commodity charges for actual consumption. See subsection *Calculating Consumption* for details.

Solid waste charges are based on the number and/or size of containers delivered to a location. All inside the City properties receiving utility services are required to have solid waste services and will be charged the solid waste fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule A & B) except where solid waste services are provided independently.

C. Discounts and Exemptions
Senior citizens (over 62), disabled citizens, and Military active duty or certain veterans may be eligible for a discount on residential City of Cocoa garbage service and/or exemption from City of Cocoa late fee penalties on residential accounts. Eligibility criteria can be found on the Residential Discount & Exemption Application in the appendix of this manual. Discounts on residential garbage cannot be stacked if the applicant meets more than one of the eligibility criteria. A completed application and any supporting documentation must be provided to the Customer Service Division for consideration of discount.

An account processed for delinquency two (2) or more times in twelve (12) consecutive months will forfeit any discount or exemption and will have to re-apply after twelve (12) consecutive months of good credit.

Discounts and exemptions will not transfer, follow, or be applied to any service established at a new location upon termination of service at existing location. The account holder must re-apply for the discount and/or exemption with each initiation of new service at any location.

Any customer with a sub-metered cooling tower that is also served by the Cocoa Sewer system is eligible for a discount on sewer consumption for the amount of water metered by the cooling tower each month.

The City of Cocoa occasionally goes out for debt and the bond holders provide covenants that City must abide by as a condition of receiving the bond money. No free water will be provided for any reason as written in the master bond covenants. See also Florida Statute Chapter 153.83 for additional information.

D. Existing Franchise Agreements
To the extent that any water rate, fee, or charge adopted by resolution or ordinance of the Cocoa City Council is in conflict with a rate, fee, or charge set forth in an existing water franchise agreement between the City of Cocoa and

any other government entity, the rate, fee, or charge set forth in the conflicting franchise agreement shall apply to customers which are subject to said agreement.

E. Utility Connection & Installation Fees & Charges

Water Service Impact Fee – The water impact fee is charged per equivalent residential connection (ERC). If a single-family residence (SFR) has a physical connection to a live reclaimed water distribution system that serves the entire property at the time the impact fee is due for the property requiring service, the water impact fee is reduced per ERC.

The Engineering Division or designee may utilize the following methods to formulate an estimate:
1. Flow submitted on Brevard County's Concurrency Evaluation form or FDEP construction permit application as calculated and certified by a registered engineer or architect.
2. Flow calculated from data contained in Florida Administrative Code 64E-6.008, Table I "For System Design".
3. Metered flow data documented by the most recent 12-month flow history of four similar establishments.

South Mainland Connection Charge – Additional fee in conjunction to the water service impact fee for any connection located in 129A or 129B in the south mainland.

Sewer Service Impact Fee – The sewer impact fee is charged per equivalent residential connection (ERC).

Reclaimed Water Service Connection Fee – The reclaimed water impact fee is charged to connect to the reclaimed water distribution network.

Water Service Line Installation Charge – The charge for the installation of a service line.

Backflow Prevention Assembly Installation Charge – Reduced pressure and double-check valves are two common backflow prevention devices. Larger meters and other installations are estimated on a case-by-case basis. Impact fees and special connection charges for this category are in addition to all other applicable costs listed.

Spray Truck Meter Installation Charge – Any customer requiring the installation of a meter on a spray truck shall pay a non-refundable charge and a refundable deposit for installation of the meter. The account holder is responsible for providing the current reading to the Customer Service Division monthly for billing. The truck and meter must be made available at least once every six months for an actual reading by the Field Service Division.

Temporary Jumper Meter Installation Charge – All new water main extensions require a 3" temporary jumper meter for swabbing, flushing, and testing of the new water main. The developer or contractor shall pay a refundable deposit and a non-refundable installation/relocation fee each time to install or relocate the temporary jumper meter.

Temporary Construction Meter Installation Charge – Any customer requiring the installation of a 2" temporary meter for construction purposes on a fire hydrant or water truck shall pay a refundable deposit and a non-refundable installation/relocation charge each time to install or relocate the temporary construction meter.

Fire Hydrant Maintenance Charge – The City recovers the cost of flowing, turning, and painting (finish coat) each newly installed or relocated fire hydrant. The City will flow the hydrant to obtain the initial flow data, turn it to face the direction specified by the fire department of the jurisdiction in which it is installed, and apply the final coat of paint as described in the City's Technical Provisions document. This charge covers the City's labor, materials, and equipment.

F. Utility Field Service Fees & Charges

Plan Review and Construction Inspection Charge – Charges to review plans and inspect construction. Individual home owners building a single-family residence are exempt from this charge.

Hydrant Residual Flow Test Charge – The City charges a hydrant residual flow test charge for any customer requiring such a test. The City will flow the designated hydrant and will provide the customer with the flow and residual pressure information. This charge covers the City's labor, materials, and equipment.

Fire Line Painting Charge – The City charges a fire line painting charge to apply the finish coat for all newly installed and relocated fire lines. The City and/or its contractor will apply the final coat of paint as described in the Technical Provisions. This charge covers the City's labor, materials, and equipment.

Meter Station Painting Charge – The City charges a meter station painting charge to apply the finish coat for all newly installed and relocated meter stations. The City and/or its contractor will apply the final coat of paint as described in the Technical Provisions. This charge covers the City's labor, materials, and equipment.

Meter Installation/Replacement Charge – The charge for the installation of a new or replacement meter, upon customer request, on an existing service line.

Meter Relocation/Adjustment Charge – The charge for the standard relocation or adjustment of an existing meter. The meter must remain in the frontage of the property it was originally set with.

Meter Calibration Testing Charge – Any customer of the City's water service shall be charged to conduct an accuracy test on the account holder's meter. This fee must be paid in advance of the testing; however, if the meter is found to be functioning outside the established, weighted accuracy limits of 98.5% to 101.5%, either over registering or under registering consumption, the fee will be refunded to the account.

Service Call Fee - A service call fee shall be applied to the next bill for services requested by the customer and performed by City staff that is not deemed necessary by the City. Such services include, but are not limited to, re-reading of meters, locating a meter, checking a meter for a possible leak at the meter connection point, checking a meter for active flow-rate, low pressure, temporary meter turn-off, etc. In the event a customer requests a re-read of the meter and City staff determines the meter was initially misread, the account holder will be issued a corrected bill with the corrected reading and this service call fee will be waived. Under no circumstances shall the City reimburse account holders for reading their own meter, turning on or off their meter, etc.

After Hours Reconnection Fee: - If a customer wishes for services to be reconnected at any location outside of normal business hours, an after-hours reconnection fee will be billed, in addition to any other fees that may apply. After hours reconnections are prohibited for customers whose service has previously been disconnected for nonpayment.

Meter Access Fee - The account holder is responsible for keeping the meter box serving the property in a manner that is unobstructed by shrubs, grass, weeds, mulch, dirt, or other similar materials. Similarly, vehicles may not be parked over the meter box or fences may not be installed around the meter box preventing access. The meter box and meter must be accessible by the City of Cocoa at all times. If a failure to retrieve a reading or access the meter is due to the account holder (or their agent) a meter access fee may apply.

Meter Access Vehicle Tow Charge - The account holder is responsible for keeping the meter box serving the property in a manner that is unobstructed from any vehicles that prevent the City from access. If the City needs to tow a vehicle from the top of the meter box to gain access, the account holder will be assessed this charge.

Data Log Report: - The account holder may request a special read report, called a data log, from those digital meters that support this technology. The log will report the daily and hourly consumption for the past 96 days from the date the data is captured. The account holder is provided one free report per calendar year per location when the account experiences excessive consumption. If the consumption does not meet the excessive consumption criteria or when two or more additional report requests are made in the same calendar year, this fee is applicable. See subsection *Utility Billing Adjustments* for details.

G. Utility Service Rates & Charges

Water Service and Consumption Charges – The monthly base fee for water service is assessed by meter size and is also known as readiness to serve charge, designed to collect revenues to cover some operating and maintenance expenses. This fee is billed to all active accounts and does not include the monthly consumption commodity charges. The water commodity charges are based upon metered water consumption. Water used during construction will be billed at the lowest tier rate structure. Inside Rate refers to Inside the city limits of Cocoa; whereas, the Outside Rate refers to outside the city limits of Cocoa. See subsection *Calculating Consumption* for details. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Sewer Service and Consumption Charges – The monthly base fee for sewer service is assessed by meter size and is also known as readiness to serve charge designed to collect revenues to cover some operating and maintenance expenses. This fee is billed to all active accounts and does not include the monthly consumption commodity charges. The sewer commodity charges are based upon metered water consumption. Inside Rate refers to Inside the city limits of Cocoa; whereas, the Outside Rate refers to outside the city limits of Cocoa. See subsection *Calculating Consumption* for details. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Public Fire Protection Fee – The City charges monthly for public fire protection often called a "hydrant charge" to cover the installation and maintenance of fire hydrants.

- Incorporated areas – an "inside city' charge per hydrant, per month, is billed to the respective municipality where the hydrant is located.
- Unincorporated areas – an "outside city" charge is assessed to every active water meter/account.

Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Private Fire Protection Fee – The City charges monthly for unmetered fire sprinkler connections (fire line) to the potable water system and are based upon the connection size and takes into account the amount of water system capacity required for fire suppression. The charge includes annual testing of fire line backflow prevention assembly. All private fireline accounts shall be billed to and remain active in the name of the property owner. It is the responsibility of the property owner to contact the City of Cocoa upon any changes in property ownership so that the billing may be reflective of the same. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Reclaimed Water Service – Reclaimed water is wastewater that has been treated and transformed into a product that is clean, clear, and odorless. It is not suitable for drinking; however, it is great for irrigation and is a major component of the city's water conservation program where available. The monthly base fee for reclaimed water service is assessed by meter size and is also known as the readiness to serve charge designated to collect revenues to cover some operating and maintenance expenses. The reclaimed water commodity charges are based upon metered reclaimed water consumption. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Solid Waste Collection Service – The City charges monthly for residential and commercial collection and disposal of bulk trash, refuse, vegetative waste, recyclable materials, white goods, and construction and demolition debris from residents, business, and other entities within the municipal boundaries of the City of Cocoa. All active, residential water accounts must have solid waste, recycling, and green waste collection billed on the account. All active, multi-family master metered accounts must have commercial service to include green waste and recycling. All commercial water accounts must have solid waste services billed; however, recycling and green waste services are elective by the customer. Senior citizens (over 62) and disabled citizens may be eligible for discounted garbage service. Eligibility criteria can be found on the Residential Garbage Discount Application in the appendix of this manual. A completed application and any supporting documentation must be provided to the Customer Service Division for consideration of discount. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 9 – Health and Sanitation.

Solid Waste Collection Franchise Fee – The City has granted a Contractor an exclusive right, privilege, or franchise to collect and transport for disposal solid waste within the service area. This franchise fee is considered a payment

to the City, for an amount permitted by law, in exchange for the rights and privileges granted under the agreement and is passed along to the customer and remitted directly to the City. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 9 – Health and Sanitation.

Backflow Prevention Assembly Testing & Maintenance Charge – Billed monthly on all non-residential accounts for the testing and maintenance of backflows.

Grease Trap – The City charges monthly for a device that separates and retains waterborne greases and grease complexes prior to the wastewater exiting the trap and entering the sanitary sewer collection and treatment system. These devices also serve to collect sellable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection and treatment system. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Public Service Tax – This tax is levied on City of Cocoa water service accounts on the total water charge for service including fixed and consumption based charges. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 19 – Taxation. In addition, other municipalities may enact a public service tax on Cocoa water service. Please refer to your local jurisdiction for further information.

H. Utility Administrative Fees & Charges

Service Initiation Fee - A service initiation fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be charged for the processing of every Application for Utility Services to include generating the account, turning on the meter, turning off the meter during termination, etc. This fee does not apply in certain instances where transfer of ownership of an account takes place (i.e. estate accounts, deceased account holder, name change).

The standard service initiation fee will be the default fee for every application processed as this fee offers next available business day service. The same-day service initiation fee will be available upon request and only if the City is capable of offering same-day service for an additional fee. Each application processed shall include only one service initiation fee.

Deposits – The City requires water and sewer deposits for any applicant wishing to establish service at any location, except as specified. See subsection *Application of Deposit and Exemption Criteria*. In some cases, the City may require an increased at-risk deposit after certain conditions occur that increase the potential for risk of loss. See section *Deposits* for details

Credit Screening Fee - Due to processing charges by the City's third-party credit check processor a fee will apply when any credit report request is performed.

Convenience Fee - Due to processing charges by our third-party payment processor a convenience fee will apply when paying utility bills online, over the phone, and in person when paying by credit/debit card or e-check.

Late Fee - A late fee, as set forth in the current schedule of rates, fees, and charges, will be applied to any utility account whose current bill is not paid in full by the due date. This includes accounts where only a partial payment has been received during the month. This fee may also be applied to any account whose payment arrangement has defaulted or is delinquent. The late fee will be applied to applicable accounts at the close of business on the due date. Payments received after this time, whether in person, by mail, or in the drop-box will still be deemed past due.

Late Fee Exemption – An exemption of imposed late fees for eligible customers, as set forth in the current schedule of rates, fees, and charges, will be applied to any qualifying residential account upon application. See subsection *Discounts and Exemptions* for details.

City of Cocoa Garbage Discount - A discount on garbage service for eligible customers inside the City of Cocoa, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to any qualifying residential account upon application. See subsection *Discounts and Exemptions* for details.

Returned Payment Fee - A returned payment fee shall be applied to the next bill for the processing of any returned payment. See subsection *Payment Options and Application of Payments* for details.

Collections Processing Fee - This fee is billed to the account holder to recover the actual amount paid by the City to a third-party vendor for account debt collection efforts. See subsection *Utility Debt Collection* for details.

Utility Lien Recording Fee - This fee is billed to the property owner for the preparation of filing a utility lien or the release of a utility lien, and to recover the amount paid by the City to Brevard County to record legal documents. See subsection *Utility Debt Collection* for details.

Utility Lien Search Fee - This fee is billed to the requestor for the search of a utility lien and payable to the City of Cocoa's lien search vendor, Orange Lien Data. See subsection *Utility Debt Collection* for details.

Utility Billing Service Charge – This fee is billed and collected for certain utility services on behalf of other entities in accordance with interlocal agreements. The fee is determined by the cost of billing other municipality and agency service(s) on the regional utility bill and adjusted annually by the consumer price index – all urban consumers. This fee is collected by the City and remitted back to the entity that billed it to offset their contractual billing fees paid to the City.

High Consumption Credit Application Processing Fee – This fee is billed and collected for processing a High Consumption Water Credit Application if an adjustment is granted. If an adjustment does not meet the eligibility requirements, the fee is not charged. See subsection *Utility Billing Adjustments* for details.

Delinquency Processing and Application of Fee -
A delinquency processing fee for non-payment, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), shall be applied to all accounts with delinquent balances as of 5 p.m. on the delinquency processing date, **regardless if the service is physically disconnected,** and the account shall be subject to interruption of services per Florida Statute 159.18. This includes accounts where only a partial payment has been received during the month or a payment was returned. See subsection *Payment Options and Application of Payments* for details. This fee may also be applied, immediately, to any account whose approved payment arrangement has defaulted. See subsection *Customer's Rights Prior to Discontinuance of Service* for details. The delinquency processing fee covers both administrative and field service costs to prepare, process and collect the delinquent account and shall be billed on the next utility bill.

Delinquency Processing: Reasonable efforts shall be made by the City to inform the occupants of delinquency processing and subsequent service interruption as a courtesy. Such efforts may include delinquency notices, phone call, e-mail, text message, or interruption of service for non-payment door hanger. These efforts are considered a courtesy to the customer. Failure to receive any notification will not avoid the necessity of payment and will not delay or avoid interruption of service.

Delinquency Notices are automatically generated for each delinquent bill as a courtesy reminder to all account holders with outstanding balances not paid within forty-five (45) days of the date of the original bill, including weekends, holidays, and City closures. Delinquency Notices are mailed to account holders and can be viewed or downloaded online by registering the utility account through the online bill pay portal at https://cocoafl.firstbilling.com Delinquency Notices can also be sent to property owners of rental properties if a request is made to Customer Service. Delinquency Notices carry a delinquency processing date that is seven (7) days from the date the notice was issued including weekends, holidays, and City closures. **Full payment of the delinquent balance must be received by the City and be applied to the utility account by 5 p.m. on the delinquency processing date provided on the Delinquency Notice to avoid interruption of service and any penalty or processing fees.** It is not recommended to utilize the drop box for delivery of your payment on the delinquency processing date, as all payments placed in the drop box after 8:00 a.m. shall be received and applied to the account the following business day. See section *Payment Options and Application of Payments* for details.

Absent a payment of the full delinquent balance or absent an approved payment arrangement, at 5 p.m. on the delinquency processing date the account shall proceed with automated delinquency processing through the following, regardless if service is physically disconnected:

- The account holder shall forfeit any rights prior to the discontinuance of service. See section *Customer's Rights Prior to Discontinuance of Service* for details.
- The delinquency processing fee and any applicable deposits shall be billed on your next statement. See subsection *Future Deposits* for details.
- A work order to interrupt service shall automatically generate on any date/time after the delinquency processing date at the City's sole discretion and dispatched to the field for completion.
- The outstanding account balance (current charges plus previous charges) must be paid in full before service shall be restored per Florida Statute Chapter 159.18 and City of Cocoa Ordinance Code.

Payment for only the delinquent balance received or processed after 5 p.m. on the delinquency processing date will not avoid an interruption of service, nor will it constitute reconnection of service. The outstanding account balance (current charges plus previous charges) must be paid in full before service shall be restored per Florida Statute Chapter 159.18 and City of Cocoa Ordinance Code. Service reconnection may not be guaranteed the same day and must be scheduled by contacting our office once full payment of outstanding account balance is made. Service reconnection outside normal business hours is prohibited. See subsection *After Hours Reconnection Fee* for details.

Regular billing will follow a Delinquency Notice but will not cancel or extend this delinquency processing date. Failure to make immediate payment on the account may result in subsequent Delinquency Notices generated as additional bills become delinquent. Any subsequent late notice provided with new delinquency processing dates will not supersede or replace the date on the oldest unpaid Delinquency Notice and additional delinquency processing fees may continue to accrue until or unless the full delinquency amount on the account is paid, regardless if the service is physically disconnected.

Any returned payment originally presented to the City to prevent or restore services from delinquency processing, the City reserves the right to immediately disconnect, remove, and/or terminate the utility service without notification to the account holder. See sections *Payment Options and Application of Payments and Involuntary Discontinuance of Service* for details.

All accounts in a delinquent status and remain disconnected from service for two (2) consecutive billing cycles will be processed for involuntary discontinuance of service. See subsection *Involuntary Discontinuance of Service* for details.

Non-property owner accounts in a delinquent status where service has been self-restored and is unauthorized, a tampering fee and a lock fee, as set forth in the current schedule of rates, fees, and charges, will be applied and the account will immediately be processed for involuntary discontinuance of service. See sections *Tampering and Theft of Service* and *Involuntary Discontinuance of Service* for details.

Property owner accounts in a delinquent status where service has been self-restored and is unauthorized, a tampering fee and a lock fee, as set forth in the current schedule of rates, fees, and charges, will be applied to the account. See subsection *Tampering and Theft of Service* for details.

Any account holder who does not already have a deposit on account and whose service is processed for nonpayment or involuntarily terminated will be required to pay a deposit and maintain good credit, regardless if they were previously exempted. See subsection *Deposits* for details.

I. Utility Tampering and Theft of Service Fees & Charges

In accordance with the City of Cocoa Code of Ordinances and Florida Statute Chapter 812.14, it shall be unlawful to willfully alter or tamper with a utility meter, pipe, hydrant, meter seal, or knowingly allow damage to a meter or other property belonging to the City of Cocoa in such a manner as to cause loss or damage or to prevent any meter installed for registering the quantity of water which would otherwise pass through. Any person may not, knowingly or unknowingly, use water passing through any meter connected with or belonging to the City of Cocoa, after the meter

has been altered or tampered with, or cause the City of Cocoa, without its consent, to supply any unauthorized water service to any person, firm, or corporation without reporting the service for payment. The City of Cocoa reserves the right to prosecute all cases of tampering, utility theft and fraud to the fullest extent of the law.

If tampering or an illegal connection occurs when an account is active, services will be involuntarily discontinued immediately until such fee, including any outstanding balance on the account, is paid in full. See subsection *Involuntary Discontinuance of Service* for details.

If tampering or an illegal connection occurs when an account is not active, including immediately following involuntary discontinuance of service, the owner of the property shall be fined a penalty and held liable for such tampering and/or illegal connection. In addition to penalty, the property owner will be charged for the amount of any losses or damages sustained for each incident. See subsections *Revert to Property Owner* and *Unauthorized Consumption on Inactive Location* for details.

If tampering or an illegal connection occurs to a hydrant, the person and/or the representing company, at the City's discretion, will be charged an illegal connection.

Lock Fee – The City, at its discretion, may choose to immediately place a lock on any meter where service is disconnected to protect its water asset from unauthorized use. The locks intended use is to reduce the City's risk of water theft and subsequent loss of revenue from unauthorized use of service by any person. The lock is not intended to remove the property owner's responsibility to protect their water and sewer piping/utility system and any subsequent theft of metered water. See subsection *Account Holder Responsibility for Piping* for details.

Tampering Fee - When there is evidence of meter, line, lock, apparatus, etc. tampering, unauthorized self-restored services, or any unauthorized use of service, a penalty, as set forth in the current schedule of rates, fees, and charges, will be applied to the person responsible for service at that particular location. If the account holder is a non-property owner, the account will immediately be processed for involuntary discontinuance of service and any subsequent tampering and theft of service due to unauthorized use of service will be billed to the property owner. See section *Involuntary Discontinuance of Service* for details.

Meter Removal Charge – Any delinquent account in the name of the property owner where there is evidence of two (2) or more successive tampering or theft of service incidents causing unauthorized water usage and the account remains delinquent, a meter removal courtesy notice allowing 10 days in which to pay all outstanding charges will be sent to the service location and the property owner's mailing address as reflected in the records of the Brevard County Property Appraiser. Failure to receive this notice will not delay the meter removal. A property owner requesting a meter removed will automatically waive the 10-day courtesy notice. In either circumstance a meter removal fee, as set forth in the current schedule of rates, fees, and charges, will be applied to the property owner's account where the meter was removed.

Illegal Connection Fee – Whenever there is evidence of a non-metered connection to the utility, through bypassing the meter or in the absence of a meter, a penalty, as set forth in the current schedule of rates, fees, and charges, will be applied to the applicable account where the illegal connection was removed.

Section 7 – Utility Billing for Service

A. Monthly Statements
Account holders will receive a monthly statement for services rendered. The bill can be presented on paper and mailed through the United States Post Office, or it can be presented electronic through e-billing, but not both. To subscribe for e-billing the account holder can visit https://cocoafl.firstbilling.com

Copies of current and historical bills and delinquency notices can be obtained by registering the account at https://cocoafl.firstbilling.com.

B. Failure to Receive Utility Bill
Once a paper utility bill has been placed in the mail or dropped off at the US Post Office. or an e-bill is sent to the various internet service providers, the City is no longer responsible for that utility bill. Payment for that utility bill is due to the City even if the account holder does not receive it in the mail or through e-billing e-mail. All account holders who receive utility service with the City, regardless of receiving a bill, are required to remit payment for services received. Failure to receive a utility bill does not exclude any account from penalty or disconnection.

C. Billing Cycle
Account holders are billed on a cyclical basis twelve times per year at approximately monthly intervals. The length of a billing cycle shall often vary month to month depending on variables that influence the ability to read the meter on the same day each month. The service period dates are determined by the date the meter was read the previous month to the date the meter is read the current month.

The initial and final utility bill for a new account holder will be prorated based on the number of days the account is active in the billing cycle and will include charges for all consumption billed at the applicable rate. See *Schedule of Rates, Fees, & Charges* for more details.

Bills are due 20 (twenty) days from the date of issuance. Failure to receive a bill will not avoid the necessity of payment. The bill is past due if payment is not received and posted to the account by 4:30 p.m. on the due date. Due dates are not adjustable. Should the bill not be paid in time a late fee shall be assessed and billed on the next billing cycle.

The bill is considered past-due if payment is not received and posted to the account on the forty-fifth (45th) day from the billing date of issuance. A courtesy delinquency notice may be mailed providing the account holder seven (7) additional days to remit immediate payment, for a total of fifty-two (52) days including weekends, holidays, and City closures. Delinquent accounts shall be scheduled for interruption of service as early as the fifty-second (52nd) day and subject to penalties if full payment is not received and posted to the account by 4:30 p.m. on the 52nd day from the billing date of the oldest, delinquent bill.

The account balance must be paid in full before service is reconnected. No second notice will be mailed for disconnection due to nonpayment.

The City may attempt a call using our automated notification system to a phone number provided by the account holder alerting the customer as to the planned date of disconnection. It is the responsibility of the account holder to ensure that all information, including telephone numbers, is accurate and current.

D. Meter Reading
Every meter is read once a month unless conditions prevent an actual reading from being obtained and require the bill to be estimated. The bill shall reflect if it has been estimated. Some meters are read by visually inspecting them while others are read through radio frequency as they are driven by. All locations containing a meter will be read on a monthly basis regardless of the status of an account. Staff conducting meter readings will note any meter where readings are questionable or meters that appear to have stopped working. The account holder should maintain the area of the meter box serving the property in a manner that keeps it unobstructed by shrubs, grass, weeds, mulch, dirt, or other similar materials. Similarly, vehicles may not be parked over the water meter. The City of Cocoa will

take all measures necessary to ensure reading of the meter including towing of vehicles. If a failure to retrieve a reading is due to account holder (or their agent) obstruction or due to damage caused by an account holder (or agent), notice will be given to the account holder. If failure to comply with the notice occurs, a meter access fee will be applied to the account and any costs incurred shall be invoiced and applied to the account holder's account. Meters may not be read the same day each month. The actual dates of meter reading for a particular account are shown at the top of each utility bill under the service period.

E. Estimated Billing

The City continually strives to read every meter in the utility system every month. Occasionally, conditions exist that make it difficult to read a meter such as inclement weather, meter maintenance, condensation, flooded meter box, meter accessibility, etc. The City will make a reasonable attempt, often multiple attempts, to secure a true reading; however, the City may estimate the water and sewer consumption for the month using the account holder's monthly average. Any account that has been estimated will reflect such on the utility bill under the current reading column with the designation EST and the estimated read. Account holders with estimated bills are encouraged to obtain and send a correct reading by contacting Customer Service at 321-433-8400 or customerservice@cocoafl.org. Once a true reading is obtained, either by the account holder or City staff on the next monthly meter reading, the next monthly utility bill will reflect any billing adjustments, if necessary.

F. Calculating Consumption

The monthly base fees for water and sewer are assessed by meter size and are also known as readiness to serve charges designed to collect revenues to cover some operating and maintenance expenses. These fees are billed to all active accounts and do not include the monthly consumption commodity charges.

The water commodity charges are based upon metered water consumption. Your previous meter reading is subtracted from your current meter reading to determine your actual water consumption within the billing cycle. These charges are billed to the consumer rounding down to the thousands position within the meter reading and are billed on a per thousand-gallon basis. Sewer charges are billed equal to metered water use and may include a cap. The City has a conservation rate structure designed to compel the water customer to implement cost effective water conservation measures and practices. A large portion of the charges, using tiers 2, 3, and 4, are based on the quantity of water the customer consumes while balance is achieved in the City recovering its fixed costs when billed at the lowest, first tier. See *Schedule of Rates, Fees, & Charges* for more details.

If a meter is removed and a new meter installed between billing cycles, the combined consumption recorded on both the old and new meters will be billed on the next regular billing cycle.

G. Deposits

Billed Deposits – The City requires water and sewer deposits for any applicant wishing to establish service at any location, except as specified. See subsections *Application of Deposit and Exemption Criteria* and *Deposits* for details. The deposit may be collected at the time of service request or be billed on the account holder's first bill. Any applicant with prior debt, been involuntarily discontinued from service, filed bankruptcy in the past 12 months, applies for a temporary connection, has had their meter removed, or is attempting to activate service after an account has been sent to collections shall pay the deposit prior to the connection or re-connection of service. Any applicant where the credit screening return response indicates the highest level of risk will be required to pay the increased at-risk deposit for water and/or sewer service. See subsection *Increased At-Risk Deposit* for details.

Calculated deposits will be reviewed and updated regularly. The calculation of a deposit may include 6-month historical consumption at same location, or account holder's previous location. If historical data is not available, the deposit may be re-calculated and billed after it becomes available.

Cancellation of automatic debit, for any reason, may result in deposits being billed to the account.

Interest on any deposit held is credited to customer accounts quarterly. The interest rate is annually calculated by the consumer price index and updated, if applicable, at the beginning of each fiscal year.

Refunds of Deposits **-** Residential accounts shall have their deposits refunded to the account after twelve (12) consecutive months of good credit, or until services are requested for disconnection, or involuntarily terminated by the City, or until the account holder completes an Automatic Debit (ACH) Agreement and maintains twelve (12) successful and continuous, automatic bank draft, or until the account holder possess little to no delinquency risk upon successful completion of credit screening. Good credit is defined as not having been disconnected for non-payment, or not having had two or more returned payments, or not having any account be sent thorough debt collection (i.e. collections, lien, etc.).

Commercial accounts and multi-unit residential dwelling accounts will remain on the account until services are requested for disconnection and/or involuntarily terminated by the City.

When services are requested for disconnection or are terminated by the City, any deposit on account will be applied to any balance due, including the final bill, prior to funds being refunded. Account refund checks will be issued for refunds $1.00 or more to the same name as the account holder and mailed to the last known address unless another address is provided. Any refunds less than $1.00 will not be issued.

Transfer of Deposits **-** Residential deposits are transferrable in the same name of the account's contracting party from one service location to another service location as long as there is no outstanding debt. Fourteen (14) days shall be provided to the contacting party where service will be connected at both locations upon which the deposit will be transferred to the new service location and the previous service location will be terminated.

Commercial deposits included in the sale of the property are transferrable upon receipt of a notarized letter, or notarized Relinquishing Deposits Authorization from the original depositor, or a copy of the recorded property bill of sale showing inclusion of the deposit in the terms and conditions.

Future Deposits **-** Any account holder who does not already have a deposit on the account and whose service is processed for nonpayment, has two returned payments, or whose automatic debit is prematurely cancelled will be required to pay a deposit on all active accounts and maintain good credit as defined in the above paragraphs, regardless if they were previously exempt. A customer having multiple active accounts will be subject to deposits billed on all of the accounts if good credit is not maintained on any one of the accounts or combination of accounts (as in the case of two returned payments). Alternatively, the account holder can avoid paying these deposits by completing an Automatic Debit (ACH) Agreement and maintain successful and continuous, automatic bank draft for twelve (12) consecutive months.

H. Payment Options and Application of Payments

The City of Cocoa accepts cash, checks (personal, certified, and e-check), money orders, electronic bank payments, and VISA, Mastercard, Discover, or AMEX credit card payments. Accounts are not considered paid and are subject to delinquency processing and late fees until payment is received by the City and posted to the utility account. Any person can voluntarily make a payment on any account for which they are not the account holder of. Any payment presented to the City by any person for any outstanding receivable, service or fee on an account shall not be voluntarily returned by the City. No cash change will be given for checks written for an amount greater than the account balance; any overpayment will be credited to the account holder's account. Due to processing charges, individual credit card transactions cannot exceed $5,000 per transaction; however, a customer can make multiple transaction payments in a day. A Convenience Fee will apply when paying your bill online, over the phone, and in person when paying by credit/debit card or e-check. See subsection *Utility Administrative Fees & Charges* for more details.

Payment by Mail: Check and money order payments can be mailed to City of Cocoa P.O. Box 1270 Cocoa, FL 32923-1270. A lockbox provider processes our payments each business day as they are received. Please remit your payment with your payment stub in the envelope provided in your monthly utility bill. Please do not mail your payment to Cocoa City Hall directly as mailed payments will be forwarded to the lockbox provider for processing resulting in an additional delay in your payment posting to your account. The only payments processed at City Hall are those made through the drop-box or in person.

Payment by Phone: An automated, Interactive Voice Response (IVR) system is available 24 hours a day, 7 days a week to accept your payment by calling 321-433-8400. If you prefer to speak to a live agent you can call our online bill pay provider, First Billing, at 1-855-270-3592 during their business hours and a payment agent will take your payment over the phone. A convenience fee will apply when paying by credit/debit card or e-check.

Payment in Person: You may come into Cocoa City Hall located at 65 Stone Street in Cocoa during regular business hours Monday through Friday from 8 a.m. to 4:30 p.m. (excluding City closures). A convenience feel will apply if paying by credit/debit card.

Payment Online through City of Cocoa's Bill-Pay Portal: An online utility billing portal is available for convenient and quick access to utility billing information and payments through our online bill pay service provider, First Billing, by credit/debit or e-check. Comprehensive, current account information, billing history, and payment history is available online to include downloading copies of your utility bills, making a credit/debit card or e-check payment, and setting up auto-pay. You can access the online payment portal at https://cocoafl.firstbilling.com. A convenience fee will apply when paying by credit/debit card or e-check.

Payment Online through Your Bank's Bill-Pay: Most financial institutions offer online bill-pay to send your payment for you; however, several financial institutions do not send your payment electronically. Rather, some financial institutions print a paper check and remit your payment through the mail *after* the funds are deducted from your bank account, resulting in a delay of your payment processing. To avoid adding further delay or a late penalty, please ensure your bank's bill-pay profile includes your correct utility account number and the mailing address for our lockbox payment processing center at City of Cocoa P.O. Box 1270 Cocoa, FL 32923-1270. If you transfer your utility service to a new location, please update your bill-pay profile with your new account number. Schedule your bill-pay to allow enough time for your bank to prepare and send your payment as well as our lockbox provider to process it before the due date. Payments post to utility accounts when they are received, not when they are withdrawn from your bank account.

Payment Drop-Box: A drop-box is located on the south side entrance of Cocoa City Hall for check and money order payments only. Cash payments are receipted in City Hall during regular business hours, Monday – Friday, 8:00 a.m. to 4:30 p.m. Any payments placed in the drop-box after 8:00 a.m. will be posted the next business day, thus, penalties may be applied in accordance with this policy.

Automatic (ACH) Debit from Bank: Account holders can have their bill drafted directly from their bank account each billing cycle. Bank drafts for utility billing are processed on the 7th day after the billing date. A completed Automatic Debits (ACH) Agreement along with a voided check is required to sign up for this service. If an account holder wishes to be removed from the bank draft process, City staff must be notified by the 1st day of the month. An account holder having multiple accounts activated at different service locations under the same customer identification number and also enroll in automatic bank draft will have the automatic bank draft applied to all accounts under the same customer identification. It is the account holder's responsibility to inform staff that they do not wish to have it applied to all accounts under a single customer identification.

Auto-Pay from Credit/Debit Card or E-Check: Account holders can have their bill drafted directly from their debit/credit card each billing cycle. To enroll please visit our online bill pay portal at https://cocoafl.firstbilling.com. A convenience fee will apply when paying by credit/debit card or e-check. Returned debits will be handled in the same manner as returned checks. When new or replaced debit/credit cards are issued by the card issuer, often the card's expiration date, account numbers, and security code may change resulting in declined payments by the card issuer if not updated in our bill pay portal. Please remember to update your auto-pay with your new card or checking account information.

Partial Payments: In the event an account holder does not pay the total amount due on an account, City staff will post the partial payment made to the appropriate account. The account balance due must be paid in full to avoid disconnection of service. **At no point will staff return or refuse a payment to an account, unless the refusal of payment method is otherwise described in this policy.** Partial payment of balances due on an account holder's account shall be applied to the oldest account receivable first.

Returned Payments: If a customer's payment is returned to the City as unpaid due to insufficient funds, closed account, incorrect account number, bank error, chargeback, or for any other reason, the City will send a letter advising the account holder of the returned payment. The customer has ten (10) days from the date of the letter to substitute the payment with cash or a money order. All penalty fees and delinquency processing procedures will apply including bank errors. Returned credit card transactions, e-checks, checks, and bank drafts will all be handled in the same manner. A returned payment fee will be applied to the next bill and it is the customer's responsibility to recover the returned payment fee from his/her banking institution. See subsection *Returned Payment Fee* for details.

Any payment presented to the City to prevent or restore services from delinquency processing, to pay large past due balances in order to transfer service, or to prevent or restore a meter removal and are subsequently returned for any reason, the City reserves the right to immediately disconnect, lock, remove, and/or terminate the utility service without notification to the account holder. Any account that has had the meter removed/locked shall be required to pay cash or money order to restore service. See section *Involuntary Discontinuance of Service* for details.

Refusal to accept methods of payment: All checks must be made payable to the City of Cocoa. Third-party checks are not an acceptable form of payment to the City. A check that is incorrectly filled out does not reflect payment may be returned to the customer. The City of Cocoa reserves the right to verify funds on any check presented for payment on account before or after accepting such payment. If a customer's banking institution denies the City the ability to verify funds, checks presented for payment may be denied.

The City reserves the right to refuse personal checks and/or credit cards from customers who have had two (2) or more returned payments applied to an account within a twelve (12) month period, thus making the account cash only for one (1) year from the date of the last payment return.

Any currency payment suspected of being counterfeit and initially accepted by the City will be noted on the payee's account as a possible counterfeit bill. If that bill is returned by the depositing bank as counterfeit, a returned payment in the amount of the counterfeit currency will post to the noted account.

It is the account holder's responsibility to make arrangements to ensure that substitute payment will reach the City before the due date. All penalty fees and delinquency processing procedures will apply.

I. Cash Only Accounts

Accounts will convert to cash only upon two returned payments within twelve (12) consecutive months, any tampering/self-restoration of service absent payment after delinquency processing, and when any meter is removed. This status shall remain in effect for 12 consecutive months.

J. Account Holder Contact Information

It is the responsibility of the property owner, account holder, or authorized designee to advise the City to whom and to what address bills are to be sent (e.g. new owner or renter). Only an account holder or authorized party can request changes to billing information and statuses. Changes can be requested by phone or sent electronically by e-mail or fax by completing an Account Holder Contact Update form. There is no charge for such changes. **Failure to receive a bill sent by mail or e-mail will not excuse late payment or non-payment of bills.**

K. Transfer of Existing Account Holder to New Contracted Location

If an existing City of Cocoa account holder moves from one location serviced by the City to another location serviced by the City, consumption charges will be billed based upon actual final meter readings and initial meter readings. Account holders may transfer service from one location to another as long as any balances are not past due. The remaining amount owed and any fees from a previous service may be transferred to the new account.

If the account holder has an account that is past due, the account holder will have to pay that amount before the account can be transferred. The deposit from the previous account may be transferred and an additional deposit may be required in conjunction with the regulations of this policy.

Utility account holders requesting to transfer their service from one City of Cocoa location to another must follow the Application for Utility Services process, including payment of a service initiation fee. The account holder may also

be required to update the deposit at this time. The account holder is still responsible for any outstanding balances at the previous address. Failure to pay such balances will result in involuntary disconnection at the new address.

L. Unauthorized Consumption on Inactive Location

When utility services are provided to a location or property that does not have approved service contracted or established, whether inactive service or voluntarily/involuntary terminated service (i.e. vacant, abandoned property, construction lots, involuntarily terminated for delinquency, rental, squatters, etc.), a utility account shall be activated in the name of the property owner as reflected in the records of the Brevard County Property Appraiser for any consumption and utility services, per Florida Statute Chapter 180.135. A. The City Cocoa shall be responsible to look no further for property owner information. The account shall be billed the higher same day service initiation fee to recover the administrative expense of processing the account and any work orders or communication sent to the property owner. See subsection *Revert to Property Owner* for details.

Rental Property: The property owner of any rental, serviced by a single meter, shall be obligated to promptly notify the City of the commencement and termination of any tenancy of its rental unit. Property owners with rental property shall be responsible for paying any rates, fees, and charges accrued for any unauthorized service supplied, metered or unmetered, to the property effective the date tenant utility services are discontinued, either voluntarily or involuntarily, in the tenant's name and/or until a prospective tenant contracts service. Any prior debt and outstanding account balances must be paid in full before service can be connected. See subsection *Prior Utility Debts* for details.

M. Regional Utility Billing

The City of Cocoa is the contracting billing agent for many other services of several surrounding municipalities. Utility services for Brevard County; the Cities of Rockledge, Cape Canaveral, Titusville and Cocoa Beach; Sun Lake and Colony Park are also billed on the Cocoa regional utility bill. The service description on the utility bill clarifies which municipality or entity the service is being provided by and billed for. Payments for these services are collected by the City of Cocoa through the payment of the utility bill. The revenue collected, for the services that are contracted for billing, is then reconciled and remitted to the respective municipality or entity each month. For more information on these services and their rates or fees please contact the respective service provider.

Section 8 – Discontinuing Utility Service

A. Termination of Service

Requesting Discontinuance of Service: Any account holder requesting discontinuance of service will inform City staff of the location of disconnection, date service is to be disconnected, and the forwarding mailing address for the final bill. Due to privacy issues, the account holder, authorized party, or property owner must be the one to request the termination of service. Property Owners requesting to terminate utility service at any rental dwelling shall be required to complete a Property Owner Request to Terminate Utility Service form prior to the termination of service.

In the event that the account holder has become incapacitated or deceased, legal documentation must be provided that the person requesting termination of service is an authorized representative of the account holder. See subsection *Estate Account and Deceased Account Holder* for details.

Disconnection Scheduling: Under normal conditions, disconnection from the City's utility system may be performed the same day if the request is received prior to 9 a.m. A request received after 9 a.m. may normally be fulfilled the next available business day. During periods of a high volume of requests work will be scheduled at the next availability.

Closing of a Utility Account: Within 15 days after termination of utility service, the account will be closed. All charges, fees and credits (including deposits, refunds, and adjustments) are then applied against the amounts owed the City.

Final Bill: An account holder's final bill will be mailed in a timely manner to encourage collection and customer understanding. The final bill will include all consumption used up to the time of service disconnection and any other charges or amounts due. Any balance owed to the City will remain a receivable until paid. All legal means of collection for a delinquent account in arrears will be taken.

Credit Balance: A credit refund will be applied to a closed account with a credit balance after final billing. Any credit refund shall first be transferred to another account the account holder is financially responsible for that contains outstanding receivables, a new account where service was recently transferred to, or lastly, a check for the remaining money will be issued to the account holder and sent to the last known address on record. Refund checks will only be issued in the name of the account holder.

B. Revert to Property Owner

Upon any discontinuance of service, voluntarily or involuntarily, by any tenant or occupant other than the property owner, the utility billing reverts back to the property owner as the account holder. The account will remain inactive until or unless the property owner or prospective tenant contracts for service, or until there is unauthorized consumption at the location. See *subsections Unauthorized Consumption on Inactive Location* and *Tampering and Theft of Service Fees and Charges* for details.

C. Customer's Rights Prior to Discontinuance of Service

Disputed Bills: If an account holder believes the City has made an error in calculating a utility bill, or otherwise disputes the obligation to pay the bill, the account holder or the account holder’s authorized representative may discuss the matter with a Customer Service Representative. Any dispute of a utility bill must be expressed to the City prior to the due date. When disputing a bill, the customer shall:

- First contact the Customer Service office for clarification.
- If the customer, after this conversation, still disputes the bill, the customer has the right to appeal to the Senior Customer Service Representative.
- If the customer, after this conversation, still disputes the bill, the customer has the right to appeal to the Customer Service Supervisor.

 If the customer, after this conversation, still disputes the bill, the customer has the right to file a written appeal to the Utility Customer Service Manager. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
 If the customer, after this conversation, still disputes the bill, the customer has the right to file a written appeal to the Deputy Finance Director. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
 If the customer, after this conversation, still disputes the bill, the customer has the right to file a written appeal to the Finance Director. The Finance Director may defer to the Utilities Director for guidance involving technical specifications regarding the utility system, if necessary. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
 If the customer, after this conversation, still disputes the bill, the customer has the right to file a written appeal to the City Manager. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill. The City Manager and/or the Assistant City Manager will review the appeal and send a written reply within a reasonable amount of time to the address shown in the utility billing system, noting the decision regarding the appeal and any substantiation for the decision and direction on any further course of action that the customer may take.
 The account of any disapproved appeal shall be assessed penalty, if due, at the time the appeal process is closed.

Extensions & Payment Plan Agreements: After an account holder has established six months' worth of history with the City (including billing and payment of such), the account holder will be allowed one extension and one payment plan per 12-month period. A payment plan or extension may be granted on a new account without established history at the discretion of management.

In order to receive the extension, the account holder must come into Customer Service Division in person, provide identification, and sign a Utility Bill Extension Agreement form. A payment extension may be granted for up to a two-week period; however, due to unforeseen and unusual circumstances, management may grant more than one payment extension per year and/or for a longer term.

In order to receive the payment plan, the account holder must come into Customer Service Division in person, provide identification, and sign a Utility Bill Payment Plan Agreement payment plan may be granted for up to a six-month period; however, due to unforeseen and unusual circumstances, management may grant more than one payment plan per year and/or for a longer term. The extended amount shall be paid with the current bill each month. If the payment plan and schedule agreement is not adhered to, the account holder will be charged a delinquency fee and placed on a list to have services disconnected immediately and without notice to the account holder. The account holder's account shall be documented with any payment plan which may be granted.

Extensions or payment plan agreements are not automatic; they are a privilege and will be granted only with proof of extreme hardship and after review of account and payment history. No extensions or payment plans will be approved on or after the date of service disconnection for nonpayment; exceptions may be considered by management but are not guaranteed.

Misapplied payments: The customer must provide the City with a copy of the front and back of the cancelled check, credit card statement, or a cash receipt. A payment extension may be granted if time is needed to produce the document and a billing adjustment will be made upon verification.

Exceptions: Under special circumstances, the City may choose not to interrupt service or reconnect service as part of the delinquency processing, about whom the City has prior written notice from a medical facility, when the services are provided to a critically ill person or a person on life support equipment and the services are needed to preserve life. Consideration will be provided on a case-by-case basis and only if the account holder executes and fulfills a payment plan and is not processed for delinquency again.

D. Involuntary Discontinuance of Service
The City may discontinue utility service for any one of the following reasons:

 Failure of the account holder to pay bills for utility service as required in these policies.
 Any account in a delinquent status and remains disconnected from service for two (2) consecutive billing cycles.

 Upon discovery of tampering including non-authorized meter connection, by-passing the meter, or altering its function. The account holder is held responsible for any meter tampering. In the absence of an account holder, the owner of the property for which services are provided shall be assessed all charges and penalties.
 Failure of the account holder to permit municipal employees access to their meters at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc., are considered to be a denial of access.
 Use of service for unlawful reasons.
 Discovery of a condition which is determined to be hazardous or unsafe.
 Failure to provide access for the Utilities Department personnel to the City's facilities on the customer's premises is grounds for discontinuance of service.
 Violation of any of the City's other utility service policies and procedures, ordinances, or state or federal law.

The City may notify the Health Department, Code Enforcement, and other municipal offices of the termination of service.

E. Reconnections

When it becomes necessary for the City to discontinue services for any of the reasons listed in this policy, service will be restored after payment of (1) all past due and current bills due to the City, (2) any deposit as required, (3) any material and labor cost incurred by the City, according to the schedule of rates, fees, and charges, (4) all fees and charges required by this policy, and (5) any discovery of prior debt.

Section 9 – Utility Operational Policies

A. Meter Calibration Testing
Account holders may request that the City test their water meter for accuracy at the rate set forth in the schedule of rates, fees, and charges. This request must come from the account holder in a written form by submitting a completed Consent to Verify Meter Calibration form. As soon as reasonably practical after receiving the request for meter testing, the Water Field Operations shall test the water meter for accuracy. The accuracy limits for testing are 98.5% to 101.5% as recommended by the American Water Works Association.

Should testing reveal that the meter is over-registering consumption (indicating more flow than is actually passing through it) greater than one hundred one and one-half percent (101.5%), then the account holder shall not be responsible for that portion of the bill equivalent to the percentage of error of the meter and the amount shall be deducted from the account holder's bill for preceding 12 months of billing, if applicable. The percentage of error is calculated by subtracting the 101.5% accuracy limit from the weighted meter test results. The meter shall be removed from service and replaced at no additional cost to the account holder and the meter testing fee refunded to the account.

Should testing reveal that the meter is under-registering (indicating less flow than is actually passing through it) less than ninety-eight and one-half percent (98.5%), then the account holder shall not be responsible for any unrecorded flow indicated by the percentage of error of the meter. The percentage of error is calculated by subtracting the weighted meter test results from the lower 98.5% accuracy limit. The meter may be removed from service and replaced at no additional cost to the account holder and the meter testing fee shall be refunded to the account. Note: the removal of the meter from service is at the discretion of the City of Cocoa as unregistered water consumption is a loss of revenue to the City of Cocoa and subsequently affects all rate payers.

If a meter test reveals accuracy equal to or within the defined accuracy limits of 98.5% to 101.5%, then the meter shall be placed back in service on the same account and the meter testing fee shall not be refunded to the account holder.

B. Water Quality Complaints
Concerns of the quality of water can be submitted either by phone or in writing by completing the Utility Water Customer Contact Complaint form and submitting it to the Customer Service Division by e-mail or fax. The complaint will be forwarded to the Water Quality Lab for review and response.

C. Damage to Plants and Shrubs
The City is not responsible for damage to plants and shrubs which may be dug up or cut/trimmed in the course of accessing the meter, work on the underground piping system or other apparatus located beyond an account holder 's property line or within a utility easement. A reasonable effort will be made to minimize or repair any resulting damage. The account holder is responsible for ensuring that the water meter is not obstructed by plantings, mulch, grass, or any other means. If the City must, in the opinion of the Utilities Director, relocate a meter due to obstruction, the owner of the property will be charged for labor and materials to complete any necessary work.

D. Damage to City Equipment
Any damage caused by the account holder, property owner, or their agent(s) to the City's equipment or property serving an account holder shall be the responsibility of the account holder. The City shall make necessary repairs and charge the account holder for materials and labor for said repairs. Such damage includes, but is not limited to, damage from mowing, vehicles, landscaping, or excavation.

E. Account Holder Name Change
A name can be changed on an existing account in the event of divorce, marriage, or legal name change. The account holder must present supporting documentation and a valid form of government issued identification with photo. Ex. Valid driver's license, passport, alien registration card, or state issued photo ID (identification will be scanned into the system for attachment to the applicant's account for identification purposes). In the unfortunate case of death see subsection *Deceased Account Holder and Estate Account* for details.

Existing accounts shall not be transferred into the name of another person that has not contracted service on the exception that the current account holder is deceased. See section *Deceased Account Holder and Estate Account* for details.

F. Deceased Account Holder and Estate Account

Property titled with joint ownership: Upon death of an account holder, a surviving co-owner of the property, as filed with the Brevard County Property Appraiser's Office, may request to transfer the service into their name.

If the City of Cocoa receives notice or determines that an account holder is deceased, notification of account transfer to the surviving co-owner of the property will be mailed to the service address on record.

Property titled with one owner: Upon death of an account holder, a surviving family member may request to transfer the account into the ownership of an estate for the decedent. The City may request legal documentation from the executor or the person responsible for administering an estate. The account will then be established in the estate's name. It is the responsibility of the executor or other person administering the estate to notify the City of any changes in account status. As a courtesy, the City of Cocoa may allow an account to remain in the name of the estate for a period up to six (6) months from the date of transfer. It is the responsibility of the executor or administer of the estate to either disconnect the account or service must be contracted by an authorized person prior to this date.

If the City of Cocoa receives notice or determines that an account holder is deceased, notification of account closure will be mailed to the address on record. The letter will set forth a date, a minimum of two (2) weeks from the date of notification or a maximum of six (6) months from the date of death, whichever is greater in time, in which an Application for Utility Service must be completed and received in accordance with this policy in order to continue services at the location of the deceased account holder.

The estate account shall automatically terminate after six (6) months, or the surviving member may elect to pre-pay a deposit in the amount equivalent of four (4) months of average bills to maintain an active account in the name of the estate as well as contract service as a responsible person for the account. In either case of an estate account being established, if an Application for Utility Service has not been processed to transfer ownership of the account by the advertised time, services may be disconnected without further notice

G. Utility Billing Adjustments

At any time a billing adjustment is requested, the balance of the account must be paid in accordance with this policy in order to avoid penalty. If an adjustment request is approved, the adjustment will be made to the account and may show as a credit on the next regular monthly bill.

Overcharge or Undercharge Error: If the City has overcharged or undercharged an active account holder for service, the City will correct this error subject to the following procedures:

1. If the City has overcharged an active account holder for a service, the City will credit the account holder's account, without interest, the excess amount on the next monthly bill. When the overcharge is more than $1,000 a reasonable attempt to notify the account holder will be made in addition to the monthly bill. Account holders may request a refund if the account balance was previously paid in full. Credit to an account holder's account is subject to the following limitations:

- If the account holder should not have been billed the service and the time period over which the overcharge occurred can be determined, the City should credit or refund the excess amount charged the account for that entire interval, provided that such time period shall not exceed the statute of limitations as set forth in the Florida General Statutes.
- If the account holder should have been billed the service and the inaccurate rate was applied, the City shall refund the excess amount charged not to exceed the preceding 12 billing cycles.

 If the exact amount of excess charge cannot be determined, the City should take into consideration all information and account history in order to determine the amount due as accurately as possible, not to exceed the preceding 12 billing cycles.
 If an overcharged account holder owes a past due balance to the City, the City may deduct that past due amount from any refund or credit due the account holder.

2. If the City has overcharged an account holder for services and it is discovered after the account has been terminated and/or made inactive, the account holder forfeits any right to a refund upon the termination and/or inactivation of the account.

3. If the City has undercharged an account holder for service during any of the previous 12 billing cycles, the City will collect the additional amount due to the City by placing the charges on the next monthly bill. When the undercharge is more than $1,000 a reasonable attempt to notify the account holder will be made in addition to the monthly bill. A payment plan or other payment options may be extended to an account holder. If an account holder does not contact the City in order to make payment arrangement for such amount by the bill due date, the account may be disconnected for nonpayment in accordance with this policy.

4. If an undercharge has occurred because of tampering or bypassing a meter or because of other fraudulent or willfully misleading action of the customer, the City shall collect the entire undercharged amount in a lump sum and seek such other rights and remedies as are permitted by law.

Swimming Pools: Swimming pools may be filled once a year without the account holder having to pay a sewer usage charge on the water used to fill the pool. In order for an adjustment to be granted, the account holder (or the account holder's representative) must submit a High Consumption Credit Application request for the adjustment within 30 days of the date of the bill for which an adjustment is requested. Sewer consumption used will then be calculated to the account holder's previous 6-month average and an adjustment will be made to the bill which includes the dates of usage. All water used to fill a pool will be metered and billed to the account holder.

***Excessive Use*:** Excessive use is defined as metered water and/or sewer flow at least 50% greater than the account holder's average monthly consumption amount. Average monthly consumption is based on the six (6) month average prior to the month showing excessive use.

There are a variety of circumstances which may cause an account holder to have a water bill more than their average range for monthly water consumption. These can include, but are not limited to, plumbing leak, faulty toilet, faulty hot water tank, hose bib left on, excessive irrigation, water theft, etc. Often circumstances are intermittent or isolated occurrences where symptoms of water loss may start and stop within the billing cycle making it very difficult for the account holder to identify the source or cause. The City of Cocoa briefly visits and reads each meter only once a month often after this unexplained water loss has occurred. At the customer's request, City staff can identify if water is actively being pulled through a meter and/or if a leak at the meter connection is actively occurring; however, City staff cannot identify where or how water is/was being used or lost. An Excessive Water Consumption Checklist is included in the appendix of these policies and procedures to aid an account holder in identifying the cause of excessive use. It is the account holder's responsibility to regularly monitor their consumption, identify the source/cause of water loss, and correct the problem causing the excessive consumption as soon as it is discovered. Water loss is an expense to the City and any billing adjustment is a courtesy to assist the account holder with an extraordinarily high bill. The City is not responsible for the account holder's piping or plumbing beyond the point of service. See subsection *Account Holder Responsibility for Piping* for details.

Utility account holders may apply for an adjustment when verified excessive use has occurred. A High Consumption Water-Sewer Credit Application form should be completed by the account holder and submitted to the City for review. The customer must provide information describing the situation or circumstances that resulted in the loss of water. This should include the cause of the water loss if known, when the problem was discovered, and what action was taken to stop the loss of water. Any documentation verifying the cause of the excessive use should be attached to the form (e.g. plumber's invoice, receipts for purchase of repair equipment). Water used during construction or remodeling of a property is excluded from an adjustment if water loss is unknown or unexplained. If an adjustment is granted, a High Consumption Application Processing fee will be applied to the account. If the request does not

meet the eligibility requirements and the adjustment request is denied, no fee will be applied. See subsection *Utility Administrative Fees & Charges* for details.

At any time a billing adjustment is requested, the balance of the account must be paid or on an approved and current payment plan in accordance with this policy in order to avoid penalty and/or disruption of service. If an adjustment request is approved, the adjustment will be applied to the account and may show as a credit on the next regular monthly bill.

City staff shall first verify the meter reading to ensure accuracy of the bill. Upon verification of the meter reading and verification that the consumption amount is 50% greater than the account holder's average monthly consumption, the adjustment request may be considered and is subject to the following eligibility criteria:

 In the event excessive use occurs within the first six (6) billing cycles of a new account, the account holder's average monthly consumption shall be calculated using one of the following methods:

- based off of the active number of billing cycles, excluding the first, if available.
- based on a daily average usage, if available, multiplied by 30 days with the daily average being determined after repairs have been made
- based on the previous account holder's monthly average usage, if available.
- If none of the above are available, it shall be determined after the account holder establishes a monthly average, after repairs have been made.

 The calculated water credit must be equal to or exceed $50.00 for the billing period in question and shall be calculated as follows:

- *Potable water*:
  A. Charges for consumption used at/below the monthly average shall be calculated according to the current rate structure for the period.
  B. Charges for consumption used over the monthly average shall be re-calculated at the wholesale tier 1 rate equal to the expense that the City incurs for treatment and delivery of water service for the period.
  C. Bill **minus** base rate **minus** calculated monthly average consumption **minus** re-calculated consumption over monthly average = credit.
- *Reclaimed water*:
  A. (Billed gallons minus base rate gallons)/base rate gallons = consumption factor.
  B. Consumption factor multiplied by base rate = adjusted billing
  C. Bill minus adjusted billing minus base rate = credit
  D. Bill minus credit = new adjusted bill amount.
  Note: Account holders served by a reclaimed water utility other than the City of Cocoa must contact the governing reclaimed water utility body to determine their policy on adjustment.

 The following items do not qualify for a water credit:

- Pool fills, including those necessitated by pool repairs/resurfacing.
- Landscape/beautification.
- Any meter that has been tampered with including non-authorized meter connection, by-passing the meter, or altering its function, does not qualify.
- Unexplained water loss during the construction phase or remodeling.

 Sewer consumption may be adjusted to the account holder's previous 6-month average if it is determined the excess water did not go through the sewer system. Note: Account holders served by a sewer utility other than the City of Cocoa must contact the governing sewer utility body to determine their policy on adjustments.

 A billing adjustment shall be allowed for no more than two consecutive months of excessive usage, on an account. All commercial accounts will be limited to a maximum of two (2) excessive use billing adjustments within five (5) consecutive years since the first adjustment. All residential and government accounts will not be limited to a maximum; however, each instance shall be reviewed by City staff to determine the validity of the request as excessive, repetitive leaks or plumbing that isn't corrected will not be eligible for excessive use adjustments.

 In the event the City of Cocoa declares a state of emergency due to a natural disaster event, such as a hurricane, the eligibility criteria for a high consumption water credit shall be amended for the billing cycle that includes the date(s) of the event and one additional billing cycle post event for a maximum of two billing cycles. All other conditions and eligibility criteria shall remain in effect with the exceptions as follows:

- The calculated credit does not have to exceed $50.00.
- An approved high consumption adjustment will not count towards the lifetime maximum for any account holder, regardless of account type.
- The High Consumption Credit Processing Fee shall be waived.

Any deviation from current City policies and/or procedures by City staff that causes and unnecessary, prolonged, or excessive water leak, resulting in high metered consumption, may be considered for an additional adjustment authorized by City management reviewed on a case by case basis. The adjustment will only be applicable to the amount of water lost within the timeframe the City deviated from policy/procedure.

Stuck Meter: Often the symptom of a stuck meter is a few months of no water consumption recorded on an active account. In the event the City believes a meter may be malfunctioning or stuck and under registering water consumption a maintenance crew may be sent to test and/or evaluate the meter and the customer contacted for a status on occupancy. If the meter is determined by City staff to be stuck it will be replaced and the account holder will be billed their average monthly consumption charges for any or all the 12 preceding months they were previously billed zero consumption. The City makes every reasonable attempt to detect a stuck meter as soon as possible; however, it can be difficult for the City to determine if the zero consumption is due to vacancy or meter malfunction. Therefore, the City depends on the customer to inform the Customer Service Division if he/she is billed zero consumption on an active account when they believe they should be billed otherwise for water use.

H. Utility Debt Collection

The City is authorized to collect delinquent enterprise utility fees as promulgated in the City of Cocoa Code of Ordinances.

Utility Collections: In the event an account holder has an outstanding balance on another account, the outstanding balance will be transferred to the current account. All delinquency procedures and service charges will apply. Per City of Cocoa Ordinance 22-18, the City shall be entitled to recover all costs, including but not limited to, reasonable attorney's fees and/or collection service charges, incurred in collecting delinquent utility fees and charges.

Any fee or charge due under this section which shall not be paid when due may be recovered by referring the account to a third-party collection agency and/or bringing an action at law. In addition to any other remedies or penalties provided in this section, failure of any user of the City's utility system to pay said charges promptly when due shall subject such user to discontinuance of such service. The City Manager or the City Manager's designee is hereby empowered and directed to enforce this provision as to any and all delinquent users.

In accordance with the Telephone Consumer Protection Act (TCPA), the account holder agrees, in order for the City to service your account or to collect any amounts you may owe, the City may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide the City. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable. By contracting service, the account holder agrees that the City of Cocoa may contact him/her as described above.

Utility Liens: All past due and outstanding utilities rates, fees, and charges assessed shall be a lien upon the property with which such rates, fees, and charges are associated, Florida Statute Chapter 153.67. The owner of every building, premise, lot, or house shall be obligated to pay the fee for all services provided for his/her premises, which obligation may be enforced by the City by action of law or suit to enforce the line in the same manner as the foreclosure of mortgages. In the event of such action, the City shall be entitled to recover all court costs and reasonable attorney fees for such collection. In the case that a tenant in possession of any premises or building shall pay said charges, it shall relieve the land owner from such obligation and lien; but the City shall not be required to look to any person whatsoever other than the owner for the payment of such charges.

Utility lien search requests may be submitted online through our municipal lien search vendor, Orange Lien Data, at https://order.orangelien.com/index/login.html. Lien search fees shall be payable, at the time of request, to Orange Lien for each request.

I. Internal Audits and Evaluations

Processes, policies, and procedures shall be reviewed internally on an annual basis and this document updated to address any additional changes in current practices that may be found.

Section 7 - Appendix

City of Cocoa Utilities Technical Provisions and Standards Detail
Utility Service Request Terms & Conditions Addendum
Bacteriological Testing Procedures by Private Laboratories
Reclaimed Water Application
Application for Utility Services
Letter of Authorization
Utility Customer Public Records Exemption Request
Residential Discount & Exemption Application
Automatic Debits (ACH) Agreement
Relinquishing Deposits Authorization
Account Holder Contact Update
Property Owner Request to Terminate Utility Service
Excessive Water Consumption Checklist
High Consumption Water-Sewer Credit Application
Consent to Verify Meter Calibration
Utility Water Customer Contact Complaint
City of Cocoa Code of Ordinances
Schedule A – Utility Rates, Fees, and Charges
Schedule B – Miscellaneous Rates, Fees, and Charges
Schedule C – Solid Waste Rates, Fees, and Charges
Florida Statute Chapter 119
Florida Statute Chapter 119.071
Florida Statute Chapter 153.67
Florida Statute Chapter 153.83
Florida Statute Chapter 159.18
Florida Statute Chapter 180.135
Florida Statute Chapter 812.14

Utility Impact & Connection Fees

Water Service Impact Fee			
Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
5/8 x 3/4 inch (SFR only)	1.00	$1,750	$1,300
5/8 x 3/4 inch (not SFR)	1.00	$1,750	$1,750
1 inch	2.50	$4,375	$4,375
1.5 inch	6.00	$10,500	$10,500
2 inch	9.50	$16,625	$16,625
> 2 inch	calculated case by case		
Unit Description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

South Mainland Water Connection Fee	
129A	$887.98 per ERC
129B	$789.77 per ERC

Sewer Service Impact Fee	
Sewer Impact Fee	$1,250 per ERC
Sewer Force Main Fee	$1,450 per ERC

Reclaimed Water Service Connection Fee	
Meter Size	Connection Charge
5/8 x 3/4 inch	$301
1 inch	$425
1.5 inch	$700
2 inch	$1,000

Utility Field Service & Installation Fees & Charges

Water Service Line Installation Charge

Short Service	
3/4" short service line only	$500
1" short service line only	$520
Long Service	
3/4" long service line only	$690
1" long service line only	$710
Directional Push	$420
Open Cut	estimated by Engineering Division

Backflow Prevention Assembly Installation Charge

Reduced Pressure		Double Check	
Meter Size	Charge	Meter Size	Charge
5/8 x ¾ inch	$400	5/8 x ¾ inch residential	$160
1 inch	$430	5/8 x ¾ inch non-residential	$360
1.5 inch	$690	1 inch	$370
2 inch	$800	1.5 inch	$650
		2 inch	$740
Note: Larger meters and other installations are estimated on a case by case basis			

Meter Installation/Replacement Charges

Meter Size	
5/8 x 3/4 inch	$260
1 inch	$320
1.5 inch	$560
2.0 inch	$650

Meter Relocation/Adjustment Charges

Meter Size	
5/8 x 3/4 inch	$260
1 inch	$320
> 1 inch	requires estimate from Engineering

Other Installation Charges

	Installation/ Relocation Charge	Refundable Deposit
Spray Truck Meter Installation Charge	$315	$750
Temporary 3" Jumper Meter Installation Charge	$50	$750
Temporary 2" Construction Meter Installation Charge (all water used will be billed at the tier 1 rate)	$50	$750
Fire Hydrant Maintenance Charge	$175	N/A

Miscellaneous Field Service Fees & Charges

Plan Review and Construction Inspection Charge	$500
Hydrant Residual Flow Test Charge	$100
Fire Line Painting Charge	$400
Meter Station Painting Charge	$400
Meter Calibration Testing Charge (5/8 x 3/4 inch to 2 inch)	$60
Meter Calibration Testing Charge (3 inch and larger)	$100
Service Call Fee (during regular business hours)	$30
Service Call Fee (outside regular business hours)	$75
After Hours Reconnection Fee	$75
Meter Access Fee	$30
Meter Access Tow Charge	$75
Data Log Report (only available on digital/smart meters)	$30

Utility Administrative Fees & Charges

Administrative Fees & Charges	
Service Initiation Fee (next business day)	$30
Service Initiation Fee (same day, if available & unauthorized consumption owner meter bills)	$60
Credit Screening Fee	Actual cost or $5 minimum
Convenience Fee	$2.99 per transaction if transaction < = $300 2.65% per transaction if transaction > $300 Per transaction limit = $5,000
Late Fee	$5 or 1.5% per month (whichever is greater) 18% per annum
Returned Payment Fee	$25 if payment value < = $50 $30 if payment value > $50 and <= $300 $40 or 5% (whichever is greater) if payment value < $300
Collection Fee	33% of account balance
Utility Lien Processing & Recording Fee	$50
Utility Lien Search Fee	$45 rushed service with account history
Billing Service Charge	$1.12/month for the 1st service; $0.48/month for each additional service
High Consumption Credit Application Processing Fee	$5
Delinquency Processing Fee	$50
City of Cocoa Garbage Discount	$1

Tampering and Theft of Service Fees & Charges	
Lock Fee	$50
Tampering Fee	$150 first instance, $300 second instance, $500 third instance (same customer/same location)
Meter Removal Charge	$300 each instance
Illegal Connection Fee	Estimated usage (minimum 100,000 gallons) on size of meter intended for service line plus incidental costs

Utility Deposits

Water			Sewer
Meter Size	Residential	Commercial	All Classes
5/8 x 3/4 inch	$60	6 month average x 2.5	$100
1 inch	$70		$100
1.5 inch	$120		$100
2 inch	$170		$100
3 inch	$220		$100
4 inch	$270		$100
6 inch	$320		$100
8 inch	$370		$100

Summary of proposed changes in Schedule B: Miscellaneous Rates, Fees, & Charges

Description	Old Fee/Charge	New Fee/Charge
Meter Calibration Testing Charge (5/8 x 3/4 inch to 2 inch)	$50	$60
Meter Access Tow Charge	$55	$75
Data Log Report	New	$30
Service Initiation Fee/Same Day Service	New	$60
Credit Screening Fee	New	$5
Utility Lien Recording Fee	$20	$50
High Consumption Credit Application Processing Fee	New	$5
Lock Fee	$35	$50
Tampering Fee	$30	$150 first instance, $300 second instance, $500 third instance (same customer/same location)
Meter Removal Charge	$150	$300
Deposits	water = $40; sewer inside = $50 and sewer outside = $60	Increases all water and sewer deposits to approximately two times the monthly average of outside water or sewer rate based on 4,000 gallon monthly average. See table for proposed rates.

Water			Sewer
Meter Size	Residential	Commercial	All Classes
5/8 x 3/4 inch	$60	6 month average x 2.5	$100
1 inch	$70		$100
1.5 inch	$120		$100
2 inch	$170		$100
3 inch	$220		$100
4 inch	$270		$100
6 inch	$320		$100
8 inch	$370		$100

Legislation Details (With Text)

File #:	19-255	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	5/22/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Pursuant to Resolution No. 2016-87 establishing water, sewer and reclaimed water charges and usage rates, accept Stantec's FY 2019-20 Utility Rate Study, validating the implementation of an automatic five percent (5%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2019; and provide for the update of Utility Handbook Schedule A: Utility Rates, Fees, & Charges. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2016-87 (Revising the Water, Sewer, and reclaimed water charges _ usage rat 1001A.FY20.0 - Schedule A - Utility Rates, Fees, & Charges FY 2020 Annual Rate Increase - Schedule A - Utility Rates, Fees, & Charges cocoa_fy19_utility_rsa_report_final_080819 (002).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2019
Agenda Date: August 14, 2018
Prepared By: Jessica Dovale, Utility Support Service Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
Pursuant to Resolution No. 2016-87 establishing water, sewer and reclaimed water charges and usage rates, accept Stantec's FY 2019-20 Utility Rate Study, validating the implementation of an automatic five percent (5%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2019; and provide for the update of Utility Handbook Schedule A: Utility Rates, Fees, & Charges.

BACKGROUND:

A comprehensive rate study for FY2019-20 has been prepared by Stantec and is presented to City Council for review. The rate study recommends the automatic annual implementation of an annual five percent (5%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates for FY2020. The automatic annual increase is subject to an annual review and validation by City Council prior to the rate increase being implemented per Resolution No. 2016-87.

On March 14, 2019, at the FY 2020 Budget Kickoff Workshop and again on May 14, 2019, at the FY

2020 Fiscal Sustainability Update/Budget Priority Workshop, and again on June 27, 2019, at the Budget Workshop Council validated the automatic annual 5% rate increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates for FY2020.

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, Jacobs, and the City's rate consultant, Stantec. Utility capital improvement projects are large, long-term projects that require dedicated funding sources for debt service for a definite period of time.

The proposed FY2020 rates are provided in Schedule A: Utility Rates, Fees, & Charges.

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 budgeted revenues:

421-0000-343-31-00	Water Sales	$ 53,818,010
421-0000-343-51-00	Sewer Sales	$ 5,624,961
421-0000-343-60-00	Reuse Sales	$ 372,458
421-0000-343-36-00	Water Hydrant Fees	$ 2,848,254

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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.

FY2018
On August 22, 2017, the City Council approved Resolution No. 2017-73 to increase water, fire lines, hydrant, wastewater, reclaimed water fees annually by a four percent (4%) increase, temporarily suspending the automatic five percent (5%) annual rate increase to City utility charges and usage rates approved in FY2017 in Resolution No. 2016-87.

FY2019
On July 24, 2018, the City Council validated the implementation of the automatic 5% increase water, fire lines, hydrant, wastewater, reclaimed water fees.

RECOMMENDED MOTION:
Pursuant to Resolution No. 2016-87 establishing water, sewer and reclaimed water charges and usage rates, accept Stantec's FY 2019-20 Utility Rate Study, validating the implementation of an automatic five percent (5%) increase to the water, fire lines, hydrant, wastewater and reclaimed water fixed monthly charges and usage rates effective October 1, 2019; and provide for the update of Schedule A: Utility Rates, Fees, & Charges.

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

Utility Service Rates & Charges

Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits (10%)
5/8 x 3/4 inch	$16.44	$18.08
1 inch	$39.82	$43.80
1.5 inch	$72.22	$79.44
2 inch	$180.63	$198.69
3 inch	$433.62	$476.98
4 inch	$650.42	$715.46
6 inch	$1228.63	$1351.49
8 inch	$1707.49	$1878.24
10 inch	$2189.30	$2408.23

Sewer Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 "	$15.89	$19.87
1 inch	$29.73	$37.16
1.5 inch	$59.62	$74.53
2 inch	$148.96	$186.19
3 inch	$596.15	$745.19
4 inch	$894.22	$1,117.77
6 inch	$1,609.61	$2,012.01
8 inch	$2,575.49	$3,219.36
10 inch	$3,702.29	$4,627.86

Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa City Limits	$3.42	$6.55	$8.54	$11.50
Outside Cocoa City Limits	$3.76	$7.21	$9.39	$12.65
5/8 x 3/4 inch meter	0-6	7-12	13-24	over 24
1 inch meter	0-15	16-30	31-60	over 60
1.5 inch meter	0-42	43-84	85-168	over 168
2 inch meter	0-102	103-204	205-408	over 408
3 inch meter	0-420	421-840	841-1680	over 1680
4 inch meter	0-690	691-1380	1381-2760	over 2760
6 inch meter	0-3300	3301-6600	6601-13200	over 13200
8 inch meter	0-12000	12001-24000	24001-48000	over 48000
10 inch meter	0-21000	21001-42000	42001-84000	over 84000

Sewer Service Monthly Consumption Rate (per 1,000 gallons)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
All sizes (residential service caps at 12,000 gallons)	$7.53	$9.43

Reclaimed Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 inch	$9.65	$12.05
1 inch	$9.65	$12.05
1.5 inch	$48.29	$60.38
2 inch	$64.38	$80.47
3 inch	$257.50	$321.89
4 inch	$386.25	$482.82

Reclaimed Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa City Limits	Included in base	$0.66	$0.96
Outside Cocoa City Limits	Included in base	$0.83	$1.20
5/8 x 3/4 inch meter	0-30	31-60	61+
1 inch meter	0-30	31-60	61+
1.5 inch meter	0-150	151-300	301+
2 inch meter	0-200	201-400	401+
3 inch meter	0-800	801-1600	1601+
4 inch meter	0-1200	1201-2400	2401+

Public Fire Protection Monthly Rate

	Inside City Limits (Incorporated Areas)	Outside City Limits (Unincorporated Areas)
Public Hydrant	$25.89/hydrant	$2.56/account

Private Fire Protection Rate

Meter Size	Inside Cocoa City Limits		Outside Cocoa City Limits	
	Monthly	Yearly	Monthly	Yearly
Up to 4” private fire main	$69.03	$788.88	$75.92	$867.60
Up to 6” private fire main	$84.60	$966.84	$93.07	$1063.68
Up to 8” private fire main	$110.37	$1261.32	$121.41	$1387.56
Up to 10” private fire main	$136.12	$1555.68	$149.74	$1711.32

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	$15.66	$17.23	$16.44	$18.08
1.0 inch meter	$37.92	$41.71	$39.82	$43.80
1.5 inch meter	$68.78	$75.66	$72.22	$79.44
2.0 inch meter	$172.03	$189.23	$180.63	$198.69
3.0 inch meter	$412.97	$454.27	$433.62	$476.98
4.0 inch meter	$619.45	$681.40	$650.42	$715.46
6.0 inch meter	$1,170.12	$1,287.13	$1,228.63	$1,351.49
8.0 inch meter	$1,626.18	$1,788.80	$1,707.49	$1,878.24
10.0 inch meter	$2,085.05	$2,290.26	$2,189.30	$2,408.23
Monthly Water Usage Rate per 1,000 gallons				
1st Tier	$3.26	$3.59	$3.42	$3.76
2nd Tier	$6.24	$6.86	$6.55	$7.21
3rd Tier	$8.13	$8.94	$8.54	$9.39
4th Tier	$10.95	$12.05	$11.50	$12.65

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	$15.13	$18.92	$15.89	$19.87
1.0 inch meter	$28.31	$35.39	$29.73	$37.16
1.5 inch meter	$56.78	$70.98	$59.62	$74.53
2.0 inch meter	$141.87	$177.32	$148.96	$186.19
3.0 inch meter	$567.76	$709.70	$596.15	$745.19
4.0 inch meter	$851.64	$1,064.54	$894.22	$1,117.77
6.0 inch meter	$1,532.96	$1,916.20	$1,609.61	$2,012.01
8.0 inch meter	$2,452.85	$3,066.06	$2,575.49	$3,219.36
10.0 inch meter	$3,525.99	$4,407.49	$3,702.29	$4,627.86
Monthly Wastewater Usage Rate per 1,000 gallons				
	$7.17	$8.98	$7.53	$9.43

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	$9.19	$11.48	$9.65	$12.05
1.0 inch meter	$9.19	$11.48	$9.65	$12.05
1.5 inch meter	$45.99	$57.50	$48.29	$60.38
2.0 inch meter	$61.31	$76.64	$64.38	$80.47
3.0 inch meter	$245.24	$306.56	$257.50	$321.89
4.0 inch meter	$367.86	$459.83	$386.25	$482.82
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	$0.63	$0.79	$0.66	$0.83
3rd Tier > than 61,000 gallons	$0.91	$1.14	$0.96	$1.20

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	$65.74	$72.30	$69.03	$75.92
6.0 inch line	$80.57	$88.64	$84.60	$93.07
8.0 inch line	$105.11	$115.63	$110.37	$121.41
10.00 inch line	$129.64	$142.61	$136.12	$149.74

Public Fire Protection Per Each Fire Hydrant-(Cities)

Current Charge	Proposed Charge
$24.66	$25.89

Public Fire Protection Per County Customer

Current Charge	Proposed Charge
$2.44	$2.56

City of Cocoa, FL

FY 2019-20 Utility Revenue Sufficiency Analysis Update

Final Report

August 8, 2019



August 8, 2019

Mr. John Titkanich, AICP
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: FY 2019-20 Utility Revenue Sufficiency Analysis Update - Final Report

Dear Mr. Titkanich,

Stantec is pleased to present this Final Report of the FY 2019-20 Utility Revenue Sufficiency Analysis Update (Study) that was conducted for the City of Cocoa, FL (City). We appreciate the professional assistance provided by you and all of the members of City staff who participated in the study.

If you or others at the City have any questions, please do not hesitate to call us at (904) 247-0787 or email me at Michael.Burton@stantec.com. We appreciate the opportunity to be of service to the City, and we look forward to the possibility of doing so again in the near future.

Sincerely,



Michael Burton
Vice President

Enclosure

TABLE OF CONTENTS

1. Executive Summary 1

1.1 Introduction 1

1.2 Objectives 1

1.3 Revenue Sufficiency Analysis and Rate Impacts 1

2. Revenue Sufficiency Analysis 3

2.1 Description 3

2.2 Background 4

2.3 Source Data 4

2.3.1 Beginning Fund Balances 4

2.3.2 Revenues 4

2.3.3 Operating Expenditures 5

2.3.4 Debt Service 5

2.3.5 Capital Improvement Program 5

2.4 Assumptions 5

2.4.1 Cost Escalation 6

2.4.2 Customer Growth & Volume Forecast 6

2.4.3 Minimum Reserve Policy 6

2.4.4 Future Borrowing & Capital Funding 7

2.4.5 Debt Service and Coverage 7

2.5 Conclusions 7

2.6 Recommendations 8

2.6.1 Bill Comparison Survey 8

Appendix A 10

1. EXECUTIVE SUMMARY

1.1 INTRODUCTION

This Executive Summary presents an overview of the results of the FY 2019-20 Utility Revenue Sufficiency Analysis Update (Study) that was conducted for the water and sewer systems of the City of Cocoa (hereafter referred to as the "City" or "Utility") by Stantec Consulting Services.

1.2 OBJECTIVES

The principal objective of the Study is as follows:

Revenue Sufficiency Analysis – Develop a multi-year financial plan for the City's water, sewer, and reclaimed water systems that will determine the level of annual revenue required to satisfy projected annual operating, debt service, and capital cost requirements, as well as the establishment and maintenance of adequate reserves. The financial plan must support the short and long-term needs of the utilities.

1.3 REVENUE SUFFICIENCY ANALYSIS AND RATE IMPACTS

A Revenue Sufficiency Analysis (RSA) was conducted for the Utility as an update to the 10-year revenue sufficiency analysis conducted in FY 2018 (FY 2018-19 Study). The RSA evaluated the sufficiency of the revenues of the Utility to meet all of its current and projected financial requirements over a multi-year projection period, and determined the level of rate revenue increases necessary in each year of the projection period to provide sufficient revenues to fund all of the Utility's revenue requirements.

The process included a review of the Utility's historical and budgeted revenue and expenditure data and assumptions supporting the analysis, as well as the evaluation of several alternative scenarios for the Utility. Through this process, we identified the recommended financial management plans and associated plans of annual rate revenue adjustments required to address the current and projected cost requirements of the Utility. The recommended plan is based upon the revenue and expense information, beginning balances, and assumptions as described in Section 2 of this report. Appendix A includes detailed schedules presenting all components of the financial management plan developed for the Water, Sewer, and Reclaimed Water Utility Fund.

The recommended five-year rate revenue adjustment plan for the Utility is presented in Table 1 below. Also included are the projections of a representative residential bill for a household with monthly water consumption averaging 5,000 gallons per month, volumetric billing for sewer service of 5,000 gallons per month, and for reclaimed water service of 15,000 gallons per month.

Table 1

5-Year Rate Plan	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Water Rate Adjustment	5.0%	5.0%	5.0%	5.0%	5.0%
Water Bill (5,000 gals)	$33.54	$35.21	$36.97	$38.83	$40.58
Sewer Rate Adjustment	5.0%	5.0%	5.0%	5.0%	5.0%
Sewer Bill (5,000 gals)	$53.54	$56.23	$59.06	$62.04	$65.16
Reclaimed Rate Adjustment	5.0%	5.0%	5.0%	5.0%	5.0%
Reclaimed Bill (15,000 gals)	$9.65	$10.13	$10.64	$11.17	$11.73

As can be seen in Table 1 the Utility requires annual 5.0% rate indexing adjustments in order to produce sufficient revenues to meet its ongoing capital, operating, debt service, and reserve requirements over a multi-year projection period. The rate adjustments identified for the Utility are necessary to fund the Utility's revenue requirements, including the capital improvement program planned for FY 2020 – FY 2024, totaling approximately $131.4 million.

2. REVENUE SUFFICIENCY ANALYSIS

2.1 DESCRIPTION

This section presents the financial management plan and corresponding plan of water, sewer, and reclaimed water rate adjustments developed in the revenue sufficiency analysis (RSA). The following sub-sections of the report present a description of the source data, assumptions, and results of the RSA, while Appendix A includes detailed supporting schedules for the Utility financial management plan identified herein.

During the RSA, Stantec reviewed alternative multi-year financial management plans and corresponding water and sewer rate revenue adjustment plans through several interactive work sessions with City staff. During these work sessions, we examined the impact of various inputs or assumptions upon key financial indicators by use of tabular and graphical output and extensive review of inputs, assumptions, and relationships between key variables. In this way, we developed the recommended financial management plan and corresponding plan of annual water and sewer rate revenue adjustments presented in this report, that will allow the Utility to fund its cost requirements throughout the projection period and meet its financial performance goals and objectives.

We obtained the City's historical and budgeted financial information regarding the operation of its water and sewer systems, as well as historical customer counts and volume data by class of customer. We also obtained the City's multi-year capital improvement program (CIP), and documented the City's current debt service obligations and covenants, or promises made to lenders, relative to net income coverage requirements, reserves, etc. We also counseled with City staff regarding other assumptions and policies that would affect the financial performance of the Utility, such as trends in demands, planned developments/customer growth, debt coverage levels, levels of reserves, capital funding sources, earnings on invested funds, escalation rates for operating costs, and others.

All of this information was entered into the financial module of our Financial Analysis and Management System (FAMS-XL©) interactive modeling system. This module of FAMS-XL© produced a 10-year projection of the sufficiency of the revenue provided by the current rates of the system to meet current and projected financial requirements, and determined the level of rate revenue increases necessary in each year of the projection period to satisfy the system's annual financial requirements.

The revenue sufficiency and financial planning module of FAMS-XL© utilizes all projected available funds in each year of the projection period to pay for capital projects. The model is set up to reflect the rules of cash application as defined and applied by City staff, and it produces a detailed summary of the funding sources to be used for each project in the CIP. To the extent that current revenues and unrestricted reserves are not adequate to fund all capital projects in any year of the projection period, the model identifies a borrowing requirement to fund those projects, or portions thereof that are determined to be eligible for borrowing. In this way the FAMS-XL© model is used to develop a borrowing program that includes the

required borrowing amount by year and the resultant annual debt service requirements for each year in the projection period.

2.2 BACKGROUND

In FY 2010, the City initially retained the services of Burton & Associates (now Stantec) to conduct a comprehensive rate study that included an evaluation of the adequacy of the revenue provided by the Utility's then current rates and charges to meet its financial requirements over a five-year planning period and ten-year projection period. The study also identified plans of annual water, sewer, and reclaimed water rate revenue adjustments necessary to satisfy such requirements. As part of its ongoing financial management plan, the City has retained the services of Stantec on an annual basis to update the water, sewer, and reclaimed water ten-year revenue sufficiency analyses, and to identify whether any modifications were necessary to the approved plan of annual rate revenue adjustments.

The FY 2018-19 Study concluded that a plan of annual 5.00% water, sewer, and reclaimed water rate adjustments would be sufficient to fund all of the Utility's financial requirements through FY 2028.

As part of the annual financial management of the Utility, the City has again retained the services of Stantec to review and potentially adjust the plan of annual rate revenue adjustments for FY 2019 and subsequent years, based upon an update of the FY 2018-19 Study.

2.3 SOURCE DATA

The following presents the key source data relied upon in conducting the RSA:

2.3.1 Beginning Fund Balances

City staff provided the audited financial information used to establish the beginning FY 2019 fund balances for the Utility as of September 30, 2018. The fund balances utilize a trial balance worksheet provided by City staff, in combination with the 2018 Comprehensive Annual Financial Report (CAFR). Any funds reserved or encumbered for specific capital projects were included in the beginning fund balances, while the associated capital project costs were included in the CIP.

2.3.2 Revenues

The revenues utilized in the RSA reflect an evaluation of historical results, the FY 2019 Amended Budget, and the FY 2020 Proposed Budget. The Utility's revenues consist of rate revenue, impact fees, hydrant fees, capital contributions, interest income, and other minor revenue from miscellaneous service charges.

Rate revenue is based upon the FY 2018 actual rate revenues, adjusted by the adopted 5% annual rate increase, and known changes in customer and demand patterns, as developed utilizing year-to-date customer and flow data provided by the City. Rate revenue is adjusted annually, beginning in FY 2020, to reflect assumed rate adjustments, customer growth and changes in demand. Projections of all other

revenues are based upon the amounts within the FY 2020 Proposed Budget, excluding interest income (which was calculated annually based upon projected average fund balances and assumed interest rates), and revenue from impact fees (which is calculated based on the assumed growth in new accounts and projected fees).

2.3.3 Operating Expenditures

The FY 2019 and FY 2020 revenue requirements were based upon the FY 2019 Amended Budget and the FY 2020 Proposed Budget, respectively, and include all operations and maintenance (O&M) expenses, debt service requirements, transfers out, and minor capital outlay requirements. Each year thereafter, O&M expenses and minor capital outlays were projected based upon the FY 2020 Proposed Budget, adjusted by assumed cost escalation factors for individual expense categories and annual spending assumptions. Based upon a review of historical execution of actual costs vs. budgeted costs, we have applied a 95% budget execution rate to Personnel costs, and 100% execution to all other operating costs. The cost escalation factors and spending assumptions are reflected in detail in Schedule 5, Appendix A of this report.

2.3.4 Debt Service

The annual repayments for all outstanding shared debt for the Utility were based upon the specific amortization schedules for each outstanding issuance, as provided by City staff. Any additional borrowing identified by the model during the projection period is calculated based on the assumed debt service terms included herein.

2.3.5 Capital Improvement Program

City staff provided the 5-year Capital Improvement Program (CIP) in project-level detail from FY 2020 through FY 2024. Beginning in FY 2021, the RSA includes an annual cost inflation factor of 3.0%, (based upon recent increases observed in the Engineering News Record - Construction Cost Index), to account for the inflation in the future cost of construction. The CIP from FY 2020-24 as provided by City staff totaled approximately $158.8 million. However, through working with City staff we have calibrated the funded CIP to be $131.4 million over the same time period, recognizing the availability of current funds and desire by the City to limit new debt issuance to fund capital projects. Beginning in FY 2025, Stantec was advised by City staff to use a standing figure of $20 million per year until the end of the projection period in FY 2029.

The CIP (including inflation and execution) from FY 2019 – FY 2029 is approximately $241.5 million for the Utility. A list of projects and costs by year for the Utility is included in Schedule 6, of Appendix A of this report. The Appendix also shows the actual executed CIP costs within our analysis as compared to the CIP project detail provided by City staff.

2.4 ASSUMPTIONS

The following presents the key assumptions utilized in the RSA.

2.4.1 Cost Escalation

Annual cost escalation factors for the various types of operating expenses were developed based upon a review of historical trends, our industry experience, and detailed discussions with City staff. The specific escalation factors assumed for the various categories of expenses for the Utility can be seen in Appendix A of this report.

Interest Income throughout the projection period is calculated annually based upon projected average fund balances and assumed interest rates. The assumed interest rates are 1.00% in FY 2019, 1.25% in FY 2020, 1.50% in FY 2021, 1.75% in FY 2022, 2.00% in FY 2023, 2.25% in FY 2024, and 2.50% in FY 2025 through FY 2029.

2.4.2 Customer Growth & Volume Forecast

New connection and water/sewer sales growth projections were based upon a review of multiple years of historical data and discussions with City staff with regards to the expected number of new service connections to the Utility. The customer growth projections of the water system are 1,100 equivalent residential units (ERUs) in FY 2019, and 1,200 ERUs in FY 2020 and each year thereafter. The growth projections of the sewer system are 98 ERUs in FY 2019, and 107 in FY 2020 and each year thereafter. The growth projections of the reclaimed water system are 25 ERUs in FY 2019, and 27 in FY 2020 and each year thereafter. This assumed growth schedule represents annual water, sewer, and reclaimed water growth rates ranging from 1.11% to 1.13%.

Regarding changes in billed water and sewer demands, FY 2019 reflects a 1.75% decrease in water and sewer consumption per ERU. In FY 2020, billed water and billed sewer have a decrease of 1.00%. In FY 2021, it is assumed that billed water and billed sewer will have a 0.50% decrease in average usage per ERU each year. The programmed reduction in billed water and sewer flows corresponds to the noticed trends in usage over the past five years. In FY 2022, consumption for water and sewer is expected to remain constant, then increase at a rate of 0.50% until the end of the projection period in FY 2029. Reclaimed water usages per account are assumed to increase with ERU growth beginning in FY 2020.

2.4.3 Minimum Reserve Policy

Beginning in FY 2019. the minimum target balance for unrestricted reserves assumed for the Utility is equal to 4 months of annual O&M expenses. However, it is the City's goal to achieve a 6-month reserve target by FY 2021, and as such this analysis targets an increase to the 6-month target by that time, with 5 months being the target in FY 2020. Absent a detailed multi-year historical study of monthly cash flows and an analysis of the aging of accounts receivable, there are various industry guidelines and practices available to determine an appropriate target reserve. Per an analysis conducted by the Rates and Charges Committee of the American Water Works Association (AWWA), a prudent level of minimum unrestricted reserves is an amount equal to at least 2 months of operations and maintenance expenses. This is also consistent with our industry experience, in which water utilities generally target minimum reserves in the range of 2 to 6 months of O&M expenses.

2.4.4 Future Borrowing & Capital Funding

It is anticipated that the Utility will need to issue new debt during the projection period to assist in the funding of the CIP. This analysis assumed that revenue bonds would be utilized with 30-year terms at an interest rate of 5.0%. The model is currently assuming the debt service based on the previously mentioned terms. Additional bond proceeds are also anticipated to be needed in FY 2021, FY 2023, FY 2025 and FY 2028. This analysis assumed that the Utility would need to acquire additional funding of $89.5 million over the 10-year projection period to fund the projects identified in the capital improvement program. Schedule XX, Appendix A presents a summary of the capital funding plan including sources and uses by year for major capital projects.

2.4.5 Debt Service and Coverage

One of the most important covenants the City makes relative to the issuance of debt is that its annual net revenues (revenues less operating expenses) will be at least 1.25 times greater than its senior lien debt service requirements. It is important to note that these revenue covenants (often referred to as debt service coverage requirements) represent the City's minimum requirements established in the City's bond covenants. Should the City be unable to meet these requirements, it could be found in technical default. This would result in the City facing a potential downgrade in its credit rating, which would affect the interest rate and terms of any future financing initiatives. As a policy decision, utilities often measure revenue sufficiency and set rates based upon a higher debt service coverage level so as to ensure compliance with these type of covenants in the event future projections of revenue and expenses do not occur as predicted (due to extended drought conditions, unanticipated capital requirements or operating cost increases, natural disasters, etc.). For purposes of our analysis we have assumed that that City will maintain debt service coverage of at least 2.0. This level of debt coverage is typical within the utility industry and will help to ensure water and sewer revenues are kept at a level that satisfy the City's bond covenants.

2.5 CONCLUSIONS

As previously stated, the primary objective of the Study was to update the FY 2018-19 Study and verify, or adjust as necessary, the plan of 5.00% annual water, sewer, and reclaimed water rate adjustments. Upon updating the RSA with the data and assumptions detailed in this report, the 5.00% annual adjustments to water, sewer, and reclaimed water rates were found to be sufficient to fund all of the Utility's operating and capital requirements while maintaining adequate debt service coverage and working capital reserves throughout the projection period.

It is important to note that the 10-year average annual change in the US CPI – Water & Sewerage Maintenance Series has been approximately 4.96%, which is just under the identified plan of annual water, sewer, and reclaimed water rate revenue adjustments and in excess of the adjustments beginning in FY 2025. The US CPI – Water & Sewerage Maintenance Series is a specific item category of the more than 200 item categories that make up the Consumer Price Index (CPI) structure and is of particular relevance to water and sewer utilities as it serves as a measure of the true change in the cost of water and sewer service to urban consumers.

2.6 RECOMMENDATIONS

Based upon the analysis presented herein and the results presented in the prior section, we have reached the following recommendations:

- The approved plan of 5.00% annual water, sewer, and reclaimed water rate adjustments continues to be sufficient to meet the Utility's ongoing operating expenditure requirements, to fund renewal and replacement of its infrastructure, and to meet stated reserve and debt service coverage targets/parameters.
- Consistent with the direction provided by the City Council, the City should continue to update and review this analysis on an annual basis to evaluate the adequacy of its revenues and plan of annual water, sewer, and reclaimed water rate increases. Doing so will allow for the incorporation of updated revenue and expense information (including capital improvement requirements) as well as changes in economic conditions, water consumption, regulatory requirements, and other factors so that any necessary adjustments can be made to the financial management plan presented herein. This will allow the Utility to meet its financial and operating requirements during the projection period and minimize rate impacts to customers due to future events occurring differently than currently projected.

2.6.1 Bill Comparison Survey

To provide perspective on how the calculated water and sewer bills for the City of Cocoa compare with neighboring communities, a bill comparison survey was developed. The graphs showing a comparison of the City's residential monthly bill with those of neighboring utilities is in Schedule 12 of Appendix A at the end of this report.

It is important to note that while bill comparisons can be informative, there are a number of factors that determine water and sewer rates within a community. Factors such as level of system reinvestment, support from the general fund or other sources, and rate structure will all have a significant influence on the bills and must be taken into account. Therefore, bill comparisons should be taken as one data point for consideration, but the needs of each community are unique and the rates may be based on different variables.

Disclaimer

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Cocoa and is based on a specific scope agreed upon by both parties. In preparing this report, Stantec utilized information and data obtained from the City of Cocoa or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliances on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Cocoa should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX A

Schedule 1 Assumptions

Schedule 2 Beginning Balances

Schedule 3 Projection of Cash Inflows

Schedule 4 Projection of Cash Outflows

Schedule 5 Cost Escalation Factors

Schedule 6 Capital Improvement Program

Schedule 7 FAMS-XL Control Panel

Schedule 8 Forecast of Net Revenues and Debt Service Coverage

Schedule 9 Capital Projects Funding Summary

Schedule 10 Funding Summary by Fund

Schedule 11 Senior Lien Borrowing Projections

Schedule 12 Rate Survey

FY 2019 Water Sewer Revenue Sufficiency Analysis

Assumptions

Schedule 1

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Rate Increase Adoption Date	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028
Annual Growth											
Water											
Ending # of ERUs	100,635	101,835	103,035	104,235	105,435	106,635	107,835	109,035	110,235	111,435	112,635
ERU Growth	1,100	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
% Change in ERUs	*1.11%*	*1.19%*	*1.18%*	*1.16%*	*1.15%*	*1.14%*	*1.13%*	*1.11%*	*1.10%*	*1.09%*	*1.08%*
Usage	7,233,057	7,172,920	7,112,295	7,051,226	6,989,755	6,927,922	6,865,767	6,803,326	6,740,637	6,677,734	6,614,651
% Change in Usage	*-1.75%*	*-1.00%*	*-0.50%*	*0.00%*	*0.50%*	*0.50%*	*0.50%*	*0.50%*	*0.50%*	*0.50%*	*0.50%*
% Paying Capital Charges	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*
Sewer											
Ending # of ERUs	8,770	8,877	8,984	9,091	9,198	9,304	9,411	9,518	9,625	9,732	9,839
ERU Growth	98	107	107	107	107	107	107	107	107	107	107
% Change in ERUs	*1.13%*	*1.22%*	*1.20%*	*1.19%*	*1.18%*	*1.16%*	*1.15%*	*1.14%*	*1.12%*	*1.11%*	*1.10%*
Usage	523,441	519,224	514,966	510,671	506,342	501,982	497,593	493,180	488,743	484,287	479,814
% Change in Usage	*-1.75%*	*-1.00%*	*-0.50%*	*0.00%*	*0.50%*	*0.50%*	*0.50%*	*0.50%*	*0.50%*	*0.50%*	*0.50%*
% Paying Capital Charges	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*
Reuse											
Ending # of ERUs	2,242	2,268	2,295	2,322	2,348	2,375	2,402	2,429	2,455	2,482	2,509
ERU Growth	25	27	27	27	27	27	27	27	27	27	27
% Change in ERUs	*1.11%*	*1.19%*	*1.18%*	*1.16%*	*1.15%*	*1.14%*	*1.13%*	*1.11%*	*1.10%*	*1.09%*	*1.08%*
Usage	356,628	360,880	365,133	369,386	373,638	377,891	382,143	386,396	390,648	394,901	399,153
% Change in Usage	*1.75%*	*1.19%*	*1.18%*	*1.16%*	*1.15%*	*1.14%*	*1.13%*	*1.11%*	*1.10%*	*1.09%*	*1.08%*
% Paying Capital Charges	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*
Capital Spending											
Annual Capital Budget (Future Year Dollars)	$ 7,677,244	$ 37,653,224	$ 28,279,896	$ 22,898,364	$ 18,166,586	$ 24,367,503	$ 21,928,475	$ 20,109,221	$ 20,127,132	$ 20,145,580	$ 20,164,582
Annual Percent Executed	100%	100%	51%	50%	100%	46%	84%	82%	79%	77%	75%
Impact Fees											
Water Impact Fees	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750
Sewer Impact Fees	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250
Water w/ Reuse Impact Fees	$1,300	$1,300	$1,300	$1,300	$1,300	$1,300	$1,300	$1,300	$1,300	$1,300	$1,300
Average Annual Interest Earnings Rate											
On Fund Balances	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	2.50%	2.50%	2.50%	2.50%
Operating Budget Reserve											
Target (Number of Months of Reserve)	4.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Operating Budget Execution Percentage											
Personal Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Variable Operations and Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Fixed Operations and Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

FY 2019 Beginning Balances as of 10/1/2018

Schedule 2

Stantec Grouping of Funds in Model	Revenue Fund	Debt Service Reserve	Bond Proceeds	Renewal & Replacement
Current Unrestricted Assets				
Cash, Cash Equivalents	$ 4,798,995	$ -	$ 41,472,377	$ -
Restricted Current Assets - Cash & Cash Equivalents	4,171,182	-	-	-
Investments	16,038,654	-	-	-
Accounts Receivable, net	7,690,110	-	-	-
Accounts Receivable Earned, but Not Billed	5,284,969	-	-	-
Interest Receivable	137,984	-	-	-
Inventory	934,098	-	-	-
Prepaid Items	233,752	-	-	-
	$ 39,289,744	**$ -**	**$ 41,472,377**	**$ -**
Current Liabilities (Payable From Current Assets)				
Accounts and Claims Payable	$ (3,368,159)	$ -	$ -	$ -
Contracts Payable	(8,956,194)	-	-	-
Retainage Payable	(293,345)	-	-	-
Accrued Payroll and Related Liabilities	(264,403)	-	-	-
Compensated Assets	(244,876)	-	-	-
Due to Other Governments	(8,152)	-	-	-
Accrued Interest	(159,051)	-	-	-
Senior Lien Debt Service Due On 10/1/18	**$ 25,995,564**	**$ -**	**$ 41,472,377**	**$ -**
Plus/(Less): Allocation Of Debt Service Reserve	**$ 25,995,564**	**$ -**	**$ 41,472,377**	**$ -**
Plus/(Less): Allocation of Debt Service Reserve	$ (5,123,716)	$ 5,123,716	$ -	$ -
Plus/(Less): Allocation of R&R Reserve	(6,104,227)	-	-	6,104,227
Plus/(Less): Prepaid Inventory	(934,098)	-	-	-
Plus/(Less): Prepaid Items	(233,752)	-	-	-
Available Fund Balance	**$ 13,599,771**	**$ 5,123,716**	**$ 41,472,377**	**$ 6,104,227**

Fund Summary		
Revenue Fund	$	13,599,771
Debt Service Reserve		5,123,716
Bond Proceeds		41,472,377
Renewal & Replacement		6,104,227
	$	**66,300,091**

Projection of Cash Inflows

Schedule 3

		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
1	**Rate Revenue Growth Assumptions**											
2	**Water**											
3	% Change in Base Revenue	1.11%	1.19%	1.18%	1.16%	1.15%	1.14%	1.13%	1.11%	1.10%	1.09%	1.08%
4	% Change in Usage Revenue	-1.75%	-1.00%	-0.50%	0.00%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
5	**Sewer**											
6	% Change in Base Revenue	1.13%	1.22%	1.20%	1.19%	1.18%	1.16%	1.15%	1.14%	1.12%	1.11%	1.10%
7	% Change in Usage Revenue	-1.75%	-1.00%	-0.50%	0.00%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
8	**Reuse**											
9	% Change in Base Revenue	1.11%	1.19%	1.18%	1.16%	1.15%	1.14%	1.13%	1.11%	1.10%	1.09%	1.08%
10	% Change in Usage Revenue	1.75%	1.19%	1.18%	1.16%	1.15%	1.14%	1.13%	1.11%	1.10%	1.09%	1.08%
11	**Assumed Rate Revenue Increases**											
12	Assumed Water Rate Increase	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	4.00%	4.00%	4.00%	4.00%
13	Assumed Sewer Rate Increase	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	4.00%	4.00%	4.00%	4.00%
14	Assumed Reuse Rate Increase	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	4.00%	4.00%	4.00%	4.00%
15	**Water Rate Revenue**											
16	Base Rate Revenue	$ 20,631,788	$ 21,921,698	$ 23,289,019	$ 24,738,268	$ 26,274,219	$ 27,901,920	$ 29,344,546	$ 30,857,939	$ 32,445,452	$ 34,110,594	$ 35,857,035
17	Usage Rate Revenue	30,757,515	31,896,312	33,244,330	34,823,436	36,659,937	38,593,290	40,260,135	41,998,970	43,812,905	45,705,185	47,679,192
18	**Total Water Rate Revenue**	**$ 51,389,303**	**$ 53,818,010**	**$ 56,533,349**	**$ 59,561,704**	**$ 62,934,156**	**$ 66,495,210**	**$ 69,604,680**	**$ 72,856,909**	**$ 76,258,358**	**$ 79,815,779**	**$ 83,536,226**
19	**Sewer Rate Revenue**											
20	Base Rate Revenue	$ 1,669,285	$ 1,774,111	$ 1,885,246	$ 2,003,060	$ 2,127,941	$ 2,260,304	$ 2,377,719	$ 2,500,912	$ 2,630,156	$ 2,765,737	$ 2,907,957
21	Usage Rate Revenue	3,713,362	3,850,850	4,013,596	4,204,242	4,425,963	4,659,378	4,860,616	5,070,546	5,289,543	5,517,998	5,756,321
22	**Total Sewer Rate Revenue**	**$ 5,382,648**	**$ 5,624,961**	**$ 5,898,843**	**$ 6,207,302**	**$ 6,553,905**	**$ 6,919,681**	**$ 7,238,335**	**$ 7,571,458**	**$ 7,919,699**	**$ 8,283,736**	**$ 8,664,278**
23	**Reuse Rate Revenue**											
24	Base Rate Revenue	$ 247,125	$ 262,576	$ 278,954	$ 296,313	$ 314,710	$ 334,207	$ 351,486	$ 369,613	$ 388,629	$ 408,574	$ 429,492
25	Usage Rate Revenue	103,664	109,883	116,458	123,411	130,761	138,531	145,414	152,619	160,162	168,058	176,323
26	**Total Reuse Rate Revenue**	**$ 350,789**	**$ 372,458**	**$ 395,412**	**$ 419,723**	**$ 445,471**	**$ 472,738**	**$ 496,900**	**$ 522,232**	**$ 548,791**	**$ 576,631**	**$ 605,815**
27	**Other Operating Revenue**											
28	Water Connection Fee	$ 595,604	$ 535,105	$ 535,105	$ 535,105	$ 535,105	$ 535,105	$ 535,105	$ 535,105	$ 535,105	$ 535,105	$ 535,105
29	Water Hydrant Fees	2,712,623	2,848,254	2,990,667	3,140,200	3,297,210	3,462,071	3,600,553	3,744,575	3,894,359	4,050,133	4,212,138
30	Water Other Incomehydrant Resid Flow Test	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600
31	Water Other Incomebackflow Device Test	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000
32	Water Other Incomejumper Meters	700	700	700	700	700	700	700	700	700	700	700
33	Water Other Incomeplan Review/Const Inspect	20,600	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
34	Water Other Incomebackflow Prv/Rlct Temp	500	500	500	500	500	500	500	500	500	500	500
35	Sewer/Wastewater Utilitygrease Trap Permits	6,200	6,200	6,200	6,200	6,200	6,200	6,200	6,200	6,200	6,200	6,200
36	Reuse Waterreuse Water Installation	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
37	Rents And Royalties	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
38	Other Misc Revenues	312,032	48,778	48,778	48,778	48,778	48,778	48,778	48,778	48,778	48,778	48,778
39	**Total Other Operating Revenue**	**$ 3,803,159**	**$ 3,606,437**	**$ 3,748,850**	**$ 3,898,383**	**$ 4,055,393**	**$ 4,220,254**	**$ 4,358,737**	**$ 4,502,759**	**$ 4,652,542**	**$ 4,808,316**	**$ 4,970,321**
40	**Non-Operating Revenue**											
41	Sale Of Fixed Assets	$ 25,849	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000
42	Sale Of Surplus Scrap	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
43	**Total Non-Operating Revenue**	**$ 35,849**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**	**$ 25,000**
45	**Interest Income**											
46	Unrestricted	$ 208,451	$ 283,095	$ 311,556	$ 367,203	$ 496,157	$ 591,002	$ 676,771	$ 697,315	$ 717,834	$ 738,973	$ 760,761
47	**Total Interest Income**	**$ 208,451**	**$ 283,095**	**$ 311,556**	**$ 367,203**	**$ 496,157**	**$ 591,002**	**$ 676,771**	**$ 697,315**	**$ 717,834**	**$ 738,973**	**$ 760,761**
48	**Impact Fees**											
49	Water Impact Fees	$ 1,956,995	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 2,100,000
50	Sewer Impact Fees	118,994	133,605	133,605	133,605	133,605	133,605	133,605	133,605	133,605	133,605	133,605
51	Water Impact Fees	31,851	34,747	34,747	34,747	34,747	34,747	34,747	34,747	34,747	34,747	34,747
52	**Total Impact Fees**	**$ 2,107,840**	**$ 2,268,352**	**$ 2,268,352**	**$ 2,268,352**	**$ 2,268,352**	**$ 2,268,352**	**$ 2,268,352**	**$ 2,268,352**	**$ 2,268,352**	**$ 2,268,352**	**$ 2,268,352**
53	**Total Cash Inflows**	**$ 63,278,039**	**$ 65,998,313**	**$ 69,181,361**	**$ 72,747,667**	**$ 76,778,434**	**$ 80,992,236**	**$ 84,668,775**	**$ 88,444,025**	**$ 92,390,575**	**$ 96,516,787**	**$ 100,830,753**

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
1	**Personal Services**												
2	421-1515-536.12-00	Regular Salaries & Wages	$ 925,781	$ 926,866	$ 954,672	$ 983,312	$ 1,012,812	$ 1,043,196	$ 1,074,492	$ 1,106,726	$ 1,139,928	$ 1,174,126	$ 1,209,350
3	421-1515-536.12-12	Accrual Payouts	-	457	471	485	499	514	530	546	562	579	596
4	421-1515-536.13-00	Other Salaries & Wages	71,931	52,726	54,308	55,937	57,615	59,344	61,124	62,958	64,846	66,792	68,795
5	421-1515-536.14-00	Overtime	15,915	15,590	16,058	16,539	17,036	17,547	18,073	18,615	19,174	19,749	20,341
6	421-1515-536.20-00	Clothing/Shoe Allowance	2,353	2,150	2,215	2,281	2,349	2,420	2,492	2,567	2,644	2,724	2,805
7	421-1515-536.21-00	Fica Taxes	76,073	74,154	76,379	78,670	81,030	83,461	85,965	88,544	91,200	93,936	96,754
8	421-1515-536.22-00	Retirement Contributions	78,687	102,089	105,152	108,306	111,555	114,902	118,349	121,900	125,557	129,323	133,203
9	421-1515-536.23-00	Life/Health Insurance	290,452	243,330	260,363	273,381	287,050	301,403	316,473	332,297	348,911	366,357	384,675
10	421-1515-536.24-00	Worker'S Compensation	55,494	47,508	48,933	50,401	51,913	53,471	55,075	56,727	58,429	60,182	61,987
11	421-1515-536.27-00	Cafeteria Plan	16,800	13,200	13,596	14,004	14,424	14,857	15,302	15,761	16,234	16,721	17,223
12	421-4010-536.12-00	Regular Salaries & Wages	662,044	739,346	761,526	784,372	807,903	832,140	857,105	882,818	909,302	936,581	964,679
13	421-4010-536.12-12	Accrual Payouts	1,677	795	819	843	869	895	922	949	978	1,007	1,037
14	421-4010-536.13-00	Other Salaries & Wages	95,702	101,921	104,979	108,128	111,372	114,713	118,154	121,699	125,350	129,110	132,984
15	421-4010-536.14-00	Overtime	22,709	29,032	29,903	30,800	31,724	32,676	33,656	34,666	35,706	36,777	37,880
16	421-4010-536.20-00	Clothing/Shoe Allowance	600	600	618	-	-	-	-	-	-	-	-
17	421-4010-536.21-00	Fica Taxes	58,583	65,977	67,956	69,995	72,095	74,258	76,485	78,780	81,143	83,578	86,085
18	421-4010-536.22-00	Retirement Contributions	399,544	304,163	313,288	322,687	332,367	342,338	352,608	363,187	374,082	385,305	396,864
19	421-4010-536.23-00	Life/Health Insurance	168,294	165,189	176,752	185,590	194,869	204,613	214,843	225,586	236,865	248,708	261,144
20	421-4010-536.23-02	Life/Health Retirees	237,406	289,466	309,729	325,215	341,476	358,550	376,477	395,301	415,066	435,819	457,610
21	421-4010-536.24-00	Worker'S Compensation	22,405	20,745	21,367	22,008	22,669	23,349	24,049	24,771	25,514	26,279	27,068
22	421-4010-536.25-00	Unemployment Compensation	5,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
23	421-4010-536.27-00	Cafeteria Plan	18,769	21,600	22,248	22,915	23,603	24,311	25,040	25,792	26,565	27,362	28,183
24	421-4020-536.12-00	Regular Salaries & Wages	2,283,948	2,376,589	2,447,887	2,521,323	2,596,963	2,674,872	2,755,118	2,837,772	2,922,905	3,010,592	3,100,910
25	421-4020-536.12-12	Accrual Payouts	2,110	-	-	-	-	-	-	-	-	-	-
26	421-4020-536.14-00	Overtime	131,101	151,245	155,782	160,456	165,269	170,228	175,334	180,594	186,012	191,593	197,340
27	421-4020-536.15-00	Special Pay	-	300	309	318	328	338	348	358	369	380	391
28	421-4020-536.20-00	Clothing/Shoe Allowance	5,285	5,430	5,593	5,761	5,934	6,112	6,295	6,484	6,678	6,879	7,085
29	421-4020-536.21-00	Fica Taxes	178,500	187,180	192,795	198,579	204,537	210,673	216,993	223,503	230,208	237,114	244,227
30	421-4020-536.22-00	Retirement Contributions	208,720	222,062	228,724	235,586	242,653	249,933	257,431	265,154	273,108	281,301	289,741
31	421-4020-536.23-00	Life/Health Insurance	603,694	594,182	635,775	667,563	700,942	735,989	772,788	811,428	851,999	894,599	939,329
32	421-4020-536.24-00	Worker'S Compensation	136,346	136,617	140,716	144,937	149,285	153,764	158,377	163,128	168,022	173,062	178,254
33	421-4020-536.27-00	Cafeteria Plan	26,400	24,000	24,720	25,462	26,225	27,012	27,823	28,657	29,517	30,402	31,315
34	421-4025-536.12-00	Regular Salaries & Wages	2,479,307	2,658,356	2,738,107	2,820,250	2,904,857	2,992,003	3,081,763	3,174,216	3,269,443	3,367,526	3,468,552
35	421-4025-536.12-12	Accrual Payouts	3,328	1,215	1,251	1,289	1,328	1,367	1,409	1,451	1,494	1,539	1,585
36	421-4025-536.13-00	Other Salaries & Wages	158,291	168,436	173,489	178,694	184,055	189,576	195,263	201,121	207,155	213,370	219,771
37	421-4025-536.14-00	Overtime	184,846	186,697	192,298	198,067	204,009	210,129	216,433	222,926	229,614	236,502	243,597
38	421-4025-536.15-00	Special Pay	-	300	309	318	328	338	348	358	369	380	391
39	421-4025-536.20-00	Clothing/Shoe Allowance	6,360	6,820	7,025	7,235	7,452	7,676	7,906	8,143	8,388	8,639	8,899
40	421-4025-536.21-00	Fica Taxes	207,453	222,520	229,196	236,071	243,154	250,448	257,962	265,701	273,672	281,882	290,338
41	421-4025-536.22-00	Retirement Contributions	220,468	284,107	292,630	301,409	310,451	319,765	329,358	339,239	349,416	359,898	370,695
42	421-4025-536.23-00	Life/Health Insurance	763,757	766,773	820,447	861,469	904,543	949,770	997,259	1,047,122	1,099,478	1,154,451	1,212,174
43	421-4025-536.24-00	Worker'S Compensation	179,923	171,135	176,269	181,557	187,004	192,614	198,392	204,344	210,474	216,789	223,292
44	421-4025-536.27-00	Cafeteria Plan	28,800	31,200	32,136	33,100	34,093	35,116	36,169	37,254	38,372	39,523	40,709
45	421-4055-536.12-00	Regular Salaries & Wages	710,584	739,714	761,905	784,763	808,305	832,555	857,531	883,257	909,755	937,048	965,159
46	421-4055-536.12-12	Accrual Payouts	4,033	13,622	14,031	14,452	14,885	15,332	15,792	16,265	16,753	17,256	17,774
47	421-4055-536.13-00	Other Salaries & Wages	130,506	133,152	137,147	141,261	145,499	149,864	154,360	158,990	163,760	168,673	173,733
48	421-4055-536.14-00	Overtime	683	647	666	686	707	728	750	773	796	820	844
49	421-4055-536.21-00	Fica Taxes	63,056	78,972	81,341	83,781	86,295	88,884	91,550	94,297	97,126	100,039	103,041
50	421-4055-536.22-00	Retirement Contributions	75,996	94,277	97,105	100,018	103,019	106,110	109,293	112,572	115,949	119,427	123,010
51	421-4055-536.23-00	Life/Health Insurance	253,748	244,598	261,720	274,806	288,546	302,973	318,122	334,028	350,730	368,266	386,679
52	421-4055-536.24-00	Worker'S Compensation	9,168	8,920	9,188	9,463	9,747	10,040	10,341	10,651	10,970	11,300	11,639
53	421-4055-536.27-00	Cafeteria Plan	38,400	40,800	42,024	43,285	44,583	45,921	47,298	48,717	50,179	51,684	53,235
54	421-4120-536.12-00	Regular Salaries & Wages	910,700	1,158,031	1,192,772	1,228,555	1,265,412	1,303,374	1,342,475	1,382,750	1,424,232	1,466,959	1,510,968
55	421-4120-536.12-12	Retirement Leave Accruals	34	943	971	1,000	1,030	1,061	1,093	1,126	1,160	1,195	1,230
56	421-4120-536.13-00	Other Salaries & Wages	99,453	100,936	103,964	107,083	110,295	113,604	117,012	120,523	124,139	127,863	131,699
57	421-4120-536.14-00	Overtime	86,316	194,208	200,034	206,035	212,216	218,583	225,140	231,895	238,851	246,017	253,397

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
58	421-4120-536.15-00	Special Pay	-	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
59	421-4120-536.20-00	Clothing/Shoe Allowance	2,127	4,895	5,042	5,193	5,349	5,509	5,675	5,845	6,020	6,201	6,387
60	421-4120-536.21-00	Fica Taxes	79,354	99,477	102,461	105,535	108,701	111,962	115,321	118,781	122,344	126,014	129,795
61	421-4120-536.22-00	Retirement Contributions	95,752	123,546	127,252	131,070	135,002	139,052	143,224	147,520	151,946	156,504	161,200
62	421-4120-536.23-00	Life/Health Insurance	249,783	323,748	346,410	363,731	381,917	401,013	421,064	442,117	464,223	487,434	511,806
63	421-4120-536.24-00	Worker'S Compensation	50,811	55,261	56,919	58,626	60,385	62,197	64,063	65,985	67,964	70,003	72,103
64	421-4120-536.27-00	Cafeteria Plan	19,493	38,400	39,552	40,739	41,961	43,220	44,516	45,852	47,227	48,644	50,103
65	421-4125-536.12-00	Regular Salaries & Wages	779,823	819,806	844,400	869,732	895,824	922,699	950,380	978,891	1,008,258	1,038,506	1,069,661
66	421-4125-536.14-00	Overtime	41,214	58,174	59,919	61,717	63,568	65,475	67,440	69,463	71,547	73,693	75,904
67	421-4125-536.20-00	Clothing/Shoe Allowance	1,850	1,950	2,009	2,069	2,131	2,195	2,261	2,328	2,398	2,470	2,544
68	421-4125-536.21-00	Fica Taxes	61,079	65,549	67,515	69,541	71,627	73,776	75,989	78,269	80,617	83,036	85,527
69	421-4125-536.22-00	Retirement Contributions	63,303	68,113	70,156	72,261	74,429	76,662	78,962	81,330	83,770	86,284	88,872
70	421-4125-536.23-00	Life/Health Insurance	250,323	256,486	274,440	288,162	302,570	317,699	333,584	350,263	367,776	386,165	405,473
71	421-4125-536.24-00	Worker'S Compensation	43,828	41,077	42,309	43,579	44,886	46,233	47,620	49,048	50,520	52,035	53,596
72	421-4125-536.27-00	Cafeteria Plan	9,600	9,600	9,888	10,185	10,490	10,805	11,129	11,463	11,807	12,161	12,526
73	**Total Personal Services**		**15,165,873**	**16,193,470**	**16,794,625**	**17,359,540**	**17,945,124**	**18,551,516**	**19,179,502**	**19,829,899**	**20,503,559**	**21,201,367**	**21,924,244**
74	**Fixed Operations and Maintenance**												
75	421-1515-536.34-00	Contract Services	$ -	$ 4,000	$ 4,060	$ 4,121	$ 4,183	$ 4,245	$ 4,309	$ 4,374	$ 4,439	$ 4,506	$ 4,574
76	421-1515-536.40-00	Travel & Per Diem	750	1,250	1,269	1,288	1,307	1,327	1,347	1,367	1,387	1,408	1,429
77	421-1515-536.41-00	Communication	9,702	16,232	16,475	16,723	16,973	17,228	17,486	17,749	18,015	18,285	18,560
78	421-1515-536.42-00	Freight & Postage Service	699	250	254	258	261	265	269	273	277	282	286
79	421-1515-536.45-00	Insurance	16,560	14,763	15,944	17,220	18,597	20,085	21,692	23,427	25,301	27,325	29,511
80	421-1515-536.46-00	Repairs & Maintenance	9,983	20,073	20,675	21,295	21,934	22,592	23,270	23,968	24,687	25,428	26,191
81	421-1515-536.46-03	Repair/Maint-Vehicles	12,076	11,800	12,154	12,519	12,894	13,281	13,679	14,090	14,513	14,948	15,396
82	421-1515-536.52-00	Operating Supplies	33,638	34,520	35,038	35,563	36,097	36,638	37,188	37,746	38,312	38,887	39,470
83	421-1515-536.52-30	Fuel Oil & Lubricants	54,617	47,214	48,678	50,187	51,742	53,346	55,000	56,705	58,463	60,275	62,144
84	421-1515-536.55-00	Training	500	750	761	773	784	796	808	820	832	845	858
85	421-4010-536.31-00	Professional Services	387,417	332,356	337,341	342,401	347,537	352,751	358,042	363,412	368,864	374,397	380,013
86	421-4010-536.31-01	Legal Expenses	80,000	80,000	81,200	82,418	83,654	84,909	86,183	87,475	88,788	90,119	91,471
87	421-4010-536.31-33	Employee Health Center	129,150	135,608	142,388	149,508	156,983	164,832	173,074	181,728	190,814	200,355	210,373
88	421-4010-536.32-00	Accounting & Auditing	40,000	40,000	40,600	41,209	41,827	42,455	43,091	43,738	44,394	45,060	45,736
89	421-4010-536.34-00	Contract Services	736,495	793,100	850,826	909,693	969,727	1,030,949	1,168,924	1,191,455	1,214,424	1,217,043	1,219,702
90	421-4010-536.39-00	Contingency	683,054	1,219,374	1,418,947	1,455,168	1,503,538	1,553,638	1,608,074	1,660,464	1,714,774	1,770,387	1,828,071
91	421-4010-536.40-00	Travel And Per Diem	6,116	2,316	2,351	2,386	2,422	2,458	2,495	2,532	2,570	2,609	2,648
92	421-4010-536.41-00	Communication	4,314	4,164	4,226	4,290	4,354	4,420	4,486	4,553	4,621	4,691	4,761
93	421-4010-536.42-00	Freight & Postage Service	6,550	2,000	2,030	2,060	2,091	2,123	2,155	2,187	2,220	2,253	2,287
94	421-4010-536.43-00	Electric/Water/Sewer	1,440	1,200	1,218	1,236	1,255	1,274	1,293	1,312	1,332	1,352	1,372
95	421-4010-536.45-00	Insurance	351,848	372,848	402,676	434,890	469,681	507,256	547,836	591,663	638,996	690,116	745,325
96	421-4010-536.46-00	Repairs & Maintenance	4,340	4,340	4,470	4,604	4,742	4,885	5,031	5,182	5,338	5,498	5,663
97	421-4010-536.46-02	Repair/Maint Building	2,000	-	-	-	-	-	-	-	-	-	-
98	421-4010-536.46-03	Repair/Maint-Vehicles	3,520	4,310	4,439	4,572	4,710	4,851	4,996	5,146	5,301	5,460	5,624
99	421-4010-536.47-00	Printing & Binding	5,950	5,950	6,039	6,130	6,222	6,315	6,410	6,506	6,604	6,703	6,803
100	421-4010-536.48-00	Promotional Activities	20,000	20,000	20,300	20,605	20,914	21,227	21,546	21,869	22,197	22,530	22,868
101	421-4010-536.49-00	Other Charges & Oblig.	12,850	4,950	5,024	5,100	5,176	5,254	5,333	5,413	5,494	5,576	5,660
102	421-4010-536.49-07	Bad Debt Expense	175,000	-	-	-	-	-	-	-	-	-	-
103	421-4010-536.49-08	Cash Over & Under	300	-	-	-	-	-	-	-	-	-	-
104	421-4010-536.49-09	Document Recording Chgs	3,000	-	-	-	-	-	-	-	-	-	-
105	421-4010-536.52-00	Operating Supplies	79,363	73,560	74,663	75,783	76,920	78,074	79,245	80,434	81,640	82,865	84,108
106	421-4010-536.52-30	Fuel Oil & Lubricants	5,007	9,804	10,108	10,421	10,744	11,077	11,421	11,775	12,140	12,516	12,904
107	421-4010-536.52-33	Employee Health Center	65,600	68,880	69,913	70,962	72,026	73,107	74,203	75,316	76,446	77,593	78,757
108	421-4010-536.54-00	Membership/Publications	32,996	34,174	34,687	35,207	35,735	36,271	36,815	37,367	37,928	38,497	39,074
109	421-4010-536.55-00	Training	6,370	6,120	6,212	6,305	6,400	6,496	6,593	6,692	6,792	6,894	6,998
110	421-4010-536.55-01	Eda Program	7,500	-	-	-	-	-	-	-	-	-	-
111	421-4020-536.31-00	Professional Services	5,000	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
112	421-4020-536.34-00	Contract Services	483,450	533,250	541,249	549,367	557,608	565,972	574,462	583,079	591,825	600,702	609,713
113	421-4020-536.40-00	Travel And Per Diem	12,330	12,330	12,515	12,703	12,893	13,087	13,283	13,482	13,684	13,890	14,098

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
114	421-4020-536.41-00	Communication	59,860	62,460	63,397	64,348	65,313	66,293	67,287	68,296	69,321	70,361	71,416
115	421-4020-536.42-00	Freight & Postage Service	19,500	10,500	10,658	10,817	10,980	11,144	11,311	11,481	11,653	11,828	12,006
116	421-4020-536.43-00	Electric/Water/Sewer	1,836,290	1,982,835	2,012,578	2,042,766	2,073,408	2,104,509	2,136,076	2,168,118	2,200,639	2,233,649	2,267,154
117	421-4020-536.44-00	Rental And Leases	17,450	28,650	29,080	29,516	29,959	30,408	30,864	31,327	31,797	32,274	32,758
118	421-4020-536.45-00	Insurance	15,431	18,381	19,851	21,440	23,155	25,007	27,008	29,168	31,502	34,022	36,744
119	421-4020-536.46-00	Repairs & Maintenance	1,904,975	2,329,200	2,399,076	2,471,048	2,545,180	2,621,535	2,700,181	2,781,187	2,864,622	2,950,561	3,039,078
120	421-4020-536.46-02	Repair/Maint Building	370,500	275,500	283,765	292,278	301,046	310,078	319,380	328,961	338,830	348,995	359,465
121	421-4020-536.46-03	Repair/Maint-Vehicles	34,362	37,847	38,982	40,152	41,356	42,597	43,875	45,191	46,547	47,943	49,382
122	421-4020-536.47-00	Printing & Binding	200	200	203	206	209	212	215	219	222	225	229
123	421-4020-536.49-00	Other Charges & Oblig.	8,435	8,475	8,602	8,731	8,862	8,995	9,130	9,267	9,406	9,547	9,690
124	421-4020-536.52-00	Operating Supplies	223,800	204,790	207,862	210,980	214,144	217,357	220,617	223,926	227,285	230,694	234,155
125	421-4020-536.52-07	Janitorial Supplies	5,000	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
126	421-4020-536.52-09	Chemicals	3,774,360	4,118,435	4,324,357	4,540,575	4,767,603	5,005,983	5,256,283	5,519,097	5,795,052	6,084,804	6,389,044
127	421-4020-536.52-30	Fuel Oil & Lubricants	91,351	115,405	118,983	122,671	126,474	130,395	134,437	138,604	142,901	147,331	151,898
128	421-4020-536.53-00	Road Materials/Supplies	35,000	35,000	35,525	36,058	36,599	37,148	37,705	38,271	38,845	39,427	40,019
129	421-4020-536.54-00	Membership/Publications	780	780	792	804	816	828	840	853	866	879	892
130	421-4020-536.55-00	Training	89,635	85,600	86,884	88,187	89,510	90,853	92,216	93,599	95,003	96,428	97,874
131	421-4025-536.31-00	Professional Services	1,500	-	-	-	-	-	-	-	-	-	-
132	421-4025-536.31-03	Engineering Services	340,389	182,000	184,730	-	-	-	-	-	-	-	-
133	421-4025-536.34-00	Contract Services	56,690	46,442	47,139	47,846	48,563	49,292	50,031	50,782	51,543	52,317	53,101
134	421-4025-536.40-00	Travel And Per Diem	1,000	1,000	1,015	1,030	1,046	1,061	1,077	1,093	1,110	1,126	1,143
135	421-4025-536.41-00	Communication	25,804	26,234	26,628	27,027	27,432	27,844	28,261	28,685	29,116	29,552	29,996
136	421-4025-536.42-00	Freight & Postage Service	5,500	3,000	3,045	3,091	3,137	3,184	3,232	3,280	3,330	3,379	3,430
137	421-4025-536.43-00	Electric/Water/Sewer	74,800	74,800	75,922	77,061	78,217	79,390	80,581	81,790	83,016	84,262	85,526
138	421-4025-536.44-00	Rental And Leases	5,000	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
139	421-4025-536.45-00	Insurance	28,525	33,599	36,287	39,190	42,325	45,711	49,368	53,317	57,583	62,189	67,165
140	421-4025-536.46-00	Repairs & Maintenance	3,827,400	3,157,000	3,251,710	3,349,261	3,449,739	3,553,231	3,659,828	3,769,623	3,882,712	3,999,193	4,119,169
141	421-4025-536.46-02	Repair/Maint Building	47,733	47,733	49,165	50,640	52,159	53,724	55,336	56,996	58,706	60,467	62,281
142	421-4025-536.46-03	Repair/Maint-Vehicles	95,885	110,525	113,841	117,256	120,774	124,397	128,129	131,973	135,932	140,010	144,210
143	421-4025-536.47-00	Printing & Binding	380	380	386	391	397	403	409	416	422	428	434
144	421-4025-536.49-00	Other Charges & Oblig.	8,180	5,736	5,822	5,909	5,998	6,088	6,179	6,272	6,366	6,462	6,558
145	421-4025-536.52-00	Operating Supplies	174,040	196,801	199,753	202,749	205,791	208,877	212,011	215,191	218,419	221,695	225,020
146	421-4025-536.52-07	Janitorial Supplies	3,240	3,240	3,289	3,338	3,388	3,439	3,490	3,543	3,596	3,650	3,705
147	421-4025-536.52-30	Fuel Oil & Lubricants	117,452	142,270	146,680	151,227	155,916	160,749	165,732	170,870	176,167	181,628	187,258
148	421-4025-536.53-00	Road Materials/Supplies	5,000	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
149	421-4025-536.54-00	Membership/Publications	660	660	670	680	690	700	711	722	732	743	755
150	421-4025-536.55-00	Training	10,730	14,040	14,251	14,464	14,681	14,902	15,125	15,352	15,582	15,816	16,053
151	421-4055-536.31-00	Professional Services	34,307	-	-	-	-	-	-	-	-	-	-
152	421-4055-536.31-03	Engineering Services	6,000	6,000	6,090	6,181	6,274	6,368	6,464	6,561	6,659	6,759	6,860
153	421-4055-536.34-00	Contract Services	16,350	17,341	17,601	17,865	18,133	18,405	18,681	18,961	19,246	19,535	19,828
154	421-4055-536.40-00	Travel And Per Diem	3,645	2,922	2,966	3,010	3,055	3,101	3,148	3,195	3,243	3,292	3,341
155	421-4055-536.41-00	Communication	6,600	6,600	6,699	6,799	6,901	7,005	7,110	7,217	7,325	7,435	7,546
156	421-4055-536.42-00	Freight & Postage Service	400	400	406	412	418	425	431	437	444	451	457
157	421-4055-536.45-00	Insurance	3,255	3,834	4,141	4,472	4,830	5,216	5,633	6,084	6,571	7,096	7,664
158	421-4055-536.46-00	Repairs & Maintenance	7,368	8,095	8,338	8,588	8,846	9,111	9,384	9,666	9,956	10,255	10,562
159	421-4055-536.46-03	Repair/Maint-Vehicles	6,640	7,925	8,163	8,408	8,660	8,920	9,187	9,463	9,747	10,039	10,340
160	421-4055-536.47-00	Printing & Binding	200	200	203	206	209	212	215	219	222	225	229
161	421-4055-536.49-00	Other Charges & Oblig.	2,130	2,000	2,030	2,060	2,091	2,123	2,155	2,187	2,220	2,253	2,287
162	421-4055-536.52-00	Operating Supplies	71,439	62,399	63,335	64,285	65,249	66,228	67,221	68,230	69,253	70,292	71,346
163	421-4055-536.52-30	Fuel Oil & Lubricants	8,489	12,087	12,462	12,848	13,246	13,657	14,080	14,517	14,967	15,431	15,909
164	421-4055-536.54-00	Membership/Publications	1,315	1,315	1,335	1,355	1,375	1,396	1,417	1,438	1,459	1,481	1,504
165	421-4055-536.55-00	Training	10,754	11,504	11,677	11,852	12,029	12,210	12,393	12,579	12,768	12,959	13,154
166	421-4120-536.31-00	Professional Services	33,500	54,400	55,216	56,044	56,885	57,738	58,604	59,483	60,376	61,281	62,200
167	421-4120-536.31-03	Engineering Services	5,653	-	-	-	-	-	-	-	-	-	-
168	421-4120-536.34-00	Contract Services	55,390	64,590	65,559	66,542	67,540	68,553	69,582	70,626	71,685	72,760	73,852
169	421-4120-536.40-00	Travel And Per Diem	6,200	6,820	6,922	7,026	7,132	7,238	7,347	7,457	7,569	7,683	7,798
170	421-4120-536.41-00	Communication	7,176	9,436	9,578	9,721	9,867	10,015	10,165	10,318	10,472	10,630	10,789

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
171	421-4120-536.42-00	Freight & Postage Service	4,400	1,000	1,015	1,030	1,046	1,061	1,077	1,093	1,110	1,126	1,143
172	421-4120-536.43-00	Electric/Water/Sewer	294,286	307,252	311,861	316,539	321,287	326,106	330,998	335,963	341,002	346,117	351,309
173	421-4120-536.44-00	Rental And Leases	9,500	9,900	10,049	10,199	10,352	10,507	10,665	10,825	10,987	11,152	11,320
174	421-4120-536.45-00	Insurance	2,654	4,990	5,389	5,820	6,286	6,789	7,332	7,919	8,552	9,236	9,975
175	421-4120-536.46-00	Repairs & Maintenance	369,085	372,869	384,055	395,577	407,444	419,667	432,257	445,225	458,582	472,339	486,509
176	421-4120-536.46-02	Repair/Maint Building	6,000	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829
177	421-4120-536.46-03	Repair/Maint-Vehicles	7,085	7,467	7,691	7,922	8,159	8,404	8,656	8,916	9,183	9,459	9,743
178	421-4120-536.47-00	Printing & Binding	250	250	254	258	261	265	269	273	277	282	286
179	421-4120-536.49-00	Other Charges & Oblig.	6,980	6,555	6,653	6,753	6,854	6,957	7,062	7,168	7,275	7,384	7,495
180	421-4120-536.52-00	Operating Supplies	119,258	209,762	212,908	216,102	219,344	222,634	225,973	229,363	232,803	236,295	239,840
181	421-4120-536.52-07	Janitorial Supplies	2,000	2,000	2,030	2,060	2,091	2,123	2,155	2,187	2,220	2,253	2,287
182	421-4120-536.52-09	Chemicals	112,000	121,792	127,882	134,276	140,989	148,039	155,441	163,213	171,374	179,942	188,939
183	421-4120-536.52-30	Fuel Oil & Lubricants	20,525	21,278	21,938	22,618	23,319	24,042	24,787	25,555	26,348	27,164	28,006
184	421-4120-536.54-00	Membership/Publications	655	755	766	778	789	801	813	826	838	851	863
185	421-4120-536.55-00	Training	7,030	27,646	28,061	28,482	28,909	29,342	29,783	30,229	30,683	31,143	31,610
186	421-4125-536.31-03	Engineering Services	125,000	125,000	126,875	-	-	-	-	-	-	-	-
187	421-4125-536.34-00	Contract Services	5,000	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
188	421-4125-536.40-00	Travel And Per Diem	1,000	1,000	1,015	1,030	1,046	1,061	1,077	1,093	1,110	1,126	1,143
189	421-4125-536.41-00	Communication	6,317	7,183	7,291	7,400	7,511	7,624	7,738	7,854	7,972	8,092	8,213
190	421-4125-536.42-00	Freight & Postage Service	1,100	1,100	1,117	1,133	1,150	1,167	1,185	1,203	1,221	1,239	1,258
191	421-4125-536.43-00	Electric/Water/Sewer	61,000	61,000	61,915	62,844	63,786	64,743	65,714	66,700	67,701	68,716	69,747
192	421-4125-536.44-00	Rental And Leases	1,000	1,000	1,015	1,030	1,046	1,061	1,077	1,093	1,110	1,126	1,143
193	421-4125-536.45-00	Insurance	9,345	11,468	12,385	13,376	14,446	15,602	16,850	18,198	19,654	21,226	22,925
194	421-4125-536.46-00	Repairs & Maintenance	1,363,288	1,339,050	1,379,222	1,420,598	1,463,216	1,507,113	1,552,326	1,598,896	1,646,863	1,696,268	1,747,157
195	421-4125-536.46-03	Repair/Maint-Vehicles	33,274	34,565	35,602	36,670	37,770	38,903	40,070	41,272	42,511	43,786	45,099
196	421-4125-536.47-00	Printing & Binding	300	300	305	309	314	318	323	328	333	338	343
197	421-4125-536.49-00	Other Charges & Oblig.	1,180	1,020	1,035	1,051	1,067	1,083	1,099	1,115	1,132	1,149	1,166
198	421-4125-536.52-00	Operating Supplies	28,756	38,035	38,606	39,185	39,772	40,369	40,974	41,589	42,213	42,846	43,489
199	421-4125-536.52-30	Fuel Oil & Lubricants	21,929	31,088	32,052	33,045	34,070	35,126	36,215	37,337	38,495	39,688	40,919
200	421-4125-536.53-00	Road Materials/Supplies	5,000	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
201	421-4125-536.54-00	Membership/Publications	620	620	629	639	648	658	668	678	688	698	709
202	421-4125-536.55-00	Training	3,474	2,040	2,071	2,102	2,133	2,165	2,198	2,231	2,264	2,298	2,333
203	**Total Fixed Operations and Maintenance**		**$ 19,722,424**	**$ 20,332,857**	**$ 21,170,688**	**$ 21,552,475**	**$ 22,282,576**	**$ 23,040,065**	**$ 23,904,241**	**$ 24,677,716**	**$ 25,481,589**	**$ 26,295,773**	**$ 27,142,816**
204	**Variable Operations and Maintenance**												
205	421-4010-536.34-10	Cost Of General Fund Svcs	$ 5,701,690	$ 6,343,999	$ 6,534,319	$ 6,730,349	$ 6,932,259	$ 7,140,227	$ 7,354,434	$ 7,575,067	$ 7,802,319	$ 8,036,388	$ 8,277,480
206	**Total Variable Operations and Maintenance**		**$ 5,701,690**	**$ 6,343,999**	**$ 6,534,319**	**$ 6,730,349**	**$ 6,932,259**	**$ 7,140,227**	**$ 7,354,434**	**$ 7,575,067**	**$ 7,802,319**	**$ 8,036,388**	**$ 8,277,480**
207	**Other Operating Expenses**												
208	421-4010-536.82-00	Aid To Private Organizat	$ 1,000	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200
209	**Total Other Operating Expenses**		**$ 1,000**	**$ 1,200**	**$ 1,200**	**$ 1,200**	**$ 1,200**	**$ 1,200**	**$ 1,200**	**$ 1,200**	**$ 1,200**	**$ 1,200**	**$ 1,200**
210	**Total Expenses by Category**												
211	Personal Services		$ 15,165,873	$ 16,193,470	$ 16,794,625	$ 17,359,540	$ 17,945,124	$ 18,551,516	$ 19,179,502	$ 19,829,899	$ 20,503,559	$ 21,201,367	$ 21,924,244
212	Variable Operations & Maintenance		5,701,690	6,343,999	6,534,319	6,730,349	6,932,259	7,140,227	7,354,434	7,575,067	7,802,319	8,036,388	8,277,480
213	Operations & Maintenance		19,722,424	20,332,857	21,170,688	21,552,475	22,282,576	23,040,065	23,904,241	24,677,716	25,481,589	26,295,773	27,142,816
214	**Total Expenses**		**$ 40,589,987**	**$ 42,870,326**	**$ 44,499,632**	**$ 45,642,363**	**$ 47,159,960**	**$ 48,731,808**	**$ 50,438,177**	**$ 52,082,682**	**$ 53,787,466**	**$ 55,533,528**	**$ 57,344,540**
215	**Expense Execution Factors**												
216	Personal Services		95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
217	Variable Operations & Maintenance		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
218	Operations & Maintenance		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
219	**Total Expenses at Execution**												
220	Personal Services		$ 14,407,579	$ 15,383,797	$ 15,954,894	$ 16,491,563	$ 17,047,868	$ 17,623,941	$ 18,220,527	$ 18,838,404	$ 19,478,381	$ 20,141,299	$ 20,828,032
221	Variable Operations & Maintenance		5,701,690	6,343,999	6,534,319	6,730,349	6,932,259	7,140,227	7,354,434	7,575,067	7,802,319	8,036,388	8,277,480
222	Operations & Maintenance		19,722,424	20,332,857	21,170,688	21,552,475	22,282,576	23,040,065	23,904,241	24,677,716	25,481,589	26,295,773	27,142,816
223	**Total Expenses at Execution**		**$ 39,831,693**	**$ 42,060,653**	**$ 43,659,901**	**$ 44,774,386**	**$ 46,262,703**	**$ 47,804,232**	**$ 49,479,202**	**$ 51,091,187**	**$ 52,762,288**	**$ 54,473,460**	**$ 56,248,328**

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
224	**Transfers Out**												
225		Transfer To Gen Fund 001	$ 7,091,990	$ 6,899,025	$ 7,105,996	$ 7,319,176	$ 7,538,751	$ 7,764,913	$ 7,997,861	$ 8,237,797	$ 8,484,931	$ 8,739,478	$ 9,001,663
226		6% Ilo Franchise Fee	1,292,109	1,309,948	1,374,993	1,518,764	1,663,573	1,818,219	1,933,167	2,061,730	2,197,026	2,340,660	2,491,699
227		**Total Transfers Out**	**$ 8,384,099**	**$ 8,208,973**	**$ 8,480,989**	**$ 8,837,939**	**$ 9,202,324**	**$ 9,583,132**	**$ 9,931,028**	**$ 10,299,527**	**$ 10,681,957**	**$ 11,080,139**	**$ 11,493,362**
228	**Debt Service**												
229		Net Debt Service Payment	$ 8,182,924	$ 7,523,599	$ 10,202,851	$ 10,832,631	$ 10,656,516	$ 12,547,817	$ 12,703,453	$ 12,398,612	$ 11,713,867	$ 11,888,443	$ 11,872,445
230		**Total Debt Service**	**$ 8,182,924**	**$ 7,523,599**	**$ 10,202,851**	**$ 10,832,631**	**$ 10,656,516**	**$ 12,547,817**	**$ 12,703,453**	**$ 12,398,612**	**$ 11,713,867**	**$ 11,888,443**	**$ 11,872,445**
231		**Total Cash Outflows**	**$ 56,399,717**	**$ 57,794,425**	**$ 62,344,941**	**$ 64,446,156**	**$ 66,122,744**	**$ 69,936,381**	**$ 72,114,883**	**$ 73,790,525**	**$ 75,159,312**	**$ 77,443,242**	**$ 79,615,334**

Cost Escalation Factors

Schedule 5

	Escalation Factor [1]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
	Personnel Services									
1	Regular Salaries & Wages	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
2	Leave Incentive Sell Back	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
3	Accrual Payouts	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
4	Other Salaries & Wages	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
5	Overtime	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
6	Special Pay	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
7	Clothing/Shoe Allowances	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
8	Clothing/Shoe Allowance	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
9	Fica Taxes	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
10	Retirement Contributions	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
11	Life/Health Insurance	7.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
12	Life/Health Retirees	7.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
13	Cigna Savings	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
14	Worker'S Compensation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
15	Unemployment Compensation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
16	Opeb Health Expense	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
17	Cafeteria Plan	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Operations & Maintenance									
18	Professional Services	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
19	Legal Expenses	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
20	Medical Services	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
21	Engineering Services	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
22	Employee Health Center	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
23	Accounting & Auditing	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
24	Contract Services	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
25	Mowing Contracts	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
26	Cost Of General Fund Svcs	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
27	Contingency	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
28	Bond Reserve	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
29	Travel & Per Diem	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
30	Car Allowance	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
31	Communication	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
32	Freight & Postage Service	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
33	Electric/Water/Sewer	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
34	Water/Sewer Services	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
35	Rental And Leases	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
36	Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
37	Repairs & Maintenance	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
38	Repair/Maint Equipment	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
39	Repair/Maint Building	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
40	Repair/Maint-Vehicles	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
41	Repair/Maint - Scada	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
42	Repair/Maint Mains	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
43	Repair/Maint Lift Station	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
44	Repair/Maint - Storage	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
45	Repair/Maint Serve Lines	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
46	Repair/Maint Meters	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
47	Insured Vehicle Accident	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
48	Printing & Binding	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
49	Promotional Activities	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
50	Other Charges & Oblig.	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%

Cost Escalation Factors

Schedule 5

51	Advertising	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
52	Inventory Over/Short	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
53	Interest Pd On Deposits	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
54	Bad Debt Expense	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
55	Cash Over & Under	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
56	Document Recording Chgs	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
57	Obsolete Inventory	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
58	Damaged Inventory	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
59	Operating Supplies	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
60	Shop Tools & Small Equip	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
61	Janitorial Supplies	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
62	Chemicals	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
63	Truck Stock Supplies	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
64	Fuel Oil & Lubricants	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%
65	Employee Health Center	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
66	Road Materials/Supplies	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
67	Books/Membership/Traning	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
68	Training	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
69	Eda Program	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
70	Depreciation Expense	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
	Capital Outlay									
71	Land	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
72	Buildings	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
73	Infrastructure	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
74	Machinery & Equipment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
75	It Hardware	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
76	Construction In Progress	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
77	Software	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
78	Proprietary Funds Only	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Non Operating									
79	Aid To Private Organizat	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
80	Econ Dev Incentive Contrib	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
81	Transfer To Gen Fund 001	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
82	Water/Sewer 421	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
83	To Stormwater 423	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
84	To Restricted Asset 425	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
85	Gf Capital Projects 301	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
86	Self Insurance Fund	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
87	Health Insurance Fund 530	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
88	6% Ilo Franchise Fee	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
89	Other Debt Service Cost	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Weighted Average Increase in O&M Expenses [2]	3.80%	2.55%	3.32%	3.33%	3.50%	3.26%	3.27%	3.24%	3.26%

[1] FY 2019 and FY 2020 expenses reflect the City's Amended and Preliminary Budgets, respectively. As such, escalation factors are applied starting in FY 2021.

[2] The Weighted Average Increase in O&M Expenses is reflective of the cost escalation factors presented on this schedule and the cost execution factors on Schedule 1.

Capital Improvement Program

Schedule 6

		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
1	**Fund 421**											
2	Replacement of Vehicle #89 (Lab Ford Escape)	$ -	$ -	$ 24,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	Dyal New Supervisor F150 Truck	-	26,900	-	-	-	-	-	-	-	-	-
4	Dyal UPS Replacements	-	-	-	-	50,000	-	-	-	-	-	-
5	Dyal WTP Package System Programmable Logic Controller Upgrade - Belt Filter Press	-	-	160,000	-	-	-	-	-	-	-	-
6	Dyal WTP SCADA server, OS and Server Software Upgrade	-	-	-	170,000	-	-	-	-	-	-	-
7	New 4" Thompson Pump	-	-	-	-	-	40,000	-	-	-	-	-
8	Ozone Processor Replacement	-	300,000	-	-	-	-	-	-	-	-	-
9	Replacement of Surface Water Disc Flow Sludge Pumps (3)	-	105,000	-	-	-	-	-	-	-	-	-
10	SCADA DMZ Server Software Upgrade	-	-	50,000	-	-	-	-	-	-	-	-
11	S-CAN Analyzers for Industrial Park & Banana River (2)	-	40,000	40,000	-	-	-	-	-	-	-	-
12	Well 1T, 4T, 8T, 17T and 18T Rehab	-	-	500,000	500,000	500,000	500,000	-	-	-	-	-
13	WIMS Software Upgrade	-	-	35,000	-	-	-	-	-	-	-	-
14	WT75 Groundwater Filters 1-4 Rehab	-	250,000	250,000	-	-	-	-	-	-	-	-
15	WT77 New AC in Maintenance Shop	-	48,000	-	-	-	-	-	-	-	-	-
16	Replacement of vehicle #106 (2007 Ford F450 Dump)	-	63,500	-	-	-	-	-	-	-	-	-
17	Replacement of Vehicle #171 (WFO F-450 Valve Truck)	-	60,500	-	-	-	-	-	-	-	-	-
18	Replacement of vehicle #174 (2009 Ford F250 Utility)	-	33,962	-	-	-	-	-	-	-	-	-
19	Replacement of Vehicle #28 (WFO F-450 Dump Truck)	-	60,500	-	-	-	-	-	-	-	-	-
20	Replacement of Vehicle #29 (WFO 2002 Ford F450 Dump)	-	60,600	-	-	-	-	-	-	-	-	-
21	Replacement of Vehicle #32 (WFO Ford F450 Dump Truck)	-	61,500	-	-	-	-	-	-	-	-	-
22	Replacement of Vehicle #51 (WFO F-250)	-	32,600	-	-	-	-	-	-	-	-	-
23	Replacement of Vehicle #52 (WFO F-250)	-	32,600	-	-	-	-	-	-	-	-	-
24	WFO Vermeer Boring Rig	-	-	123,858	-	-	-	-	-	-	-	-
25	Biosolids Improvements Project	-	100,000	1,800,000	-	-	-	-	-	-	-	-
26	Cape Canaveral West Central Blvd. Water Main Replacement	-	83,490	834,906	-	-	-	-	-	-	-	-
27	DS56 Banana River Tank Improvements	-	-	-	-	370,000	3,962,136	-	-	-	-	-
28	DS60 Viera Pump Station Chlorination Improvements	-	-	43,808	590,000	-	-	-	-	-	-	-
29	Fiber Optic Cable from Dyal WTP to Wewahootee WTP	-	-	-	50,000	1,100,000	-	-	-	-	-	-
30	Fiber Optic Cable from Police Department to Dyal WTP	-	-	70,000	611,795	-	-	-	-	-	-	-
31	Force Main Repairs	-	-	1,100,000	1,100,000	-	-	-	-	-	-	-
32	Improvements to Groundwater Gravity Thickeners	-	200,000	2,000,000	-	-	-	-	-	-	-	-
33	Pineda Crossing 16" Water Main - Phase II	-	-	700,000	8,000,000	-	-	-	-	-	-	-
34	Replacement of ASR Wells #2 and #10	-	-	-	-	-	2,400,000	-	-	-	-	-
35	Utilities Program Management	-	950,000	850,000	850,000	700,000	700,000	-	-	-	-	-
36	WS09 42 inch New Pipeline West of Well 7A to Dallas (Little Econ to Wewahootee)	-	-	8,096,119	1,666,667	-	-	-	-	-	-	-
37	WS10 Redundant Pipeline Well 19 to 20	-	-	-	1,360,000	-	-	-	-	-	-	-
38	WS11 Redundant Pipeline Well 20 to 23	-	-	-	390,000	4,200,000	-	-	-	-	-	-
39	WS12 Redundant Pipeline Well 23 to 24	-	-	-	-	-	1,340,000	-	-	-	-	-
40	WS20 Install New Well #17	-	100,000	1,000,000	-	-	-	-	-	-	-	-
41	WS22 Wellfield Security Improvements	-	-	2,300,000	-	-	-	-	-	-	-	-
42	WT37 Lime Silo Stairway	-	440,000	-	-	-	-	-	-	-	-	-
43	WT46 Ozone Improvements (Contactor Improvements)	-	-	100,000	1,080,000	-	-	-	-	-	-	-
44	WT48 Clarifier 2 Recarbonation Basin and Effluent Pipe Replacement	-	-	-	2,000,000	-	-	-	-	-	-	-
45	WT51 Sulfuraetor and Multi-Purpose Building	-	-	370,000	3,800,000	-	-	-	-	-	-	-
46	WT61 Dyal CO2 Bulk Package System - Assessment	-	-	50,000	-	-	-	-	-	-	-	-
47	WT63 Replacement of Dyal Finished Water Steel GST	-	-	640,000	6,840,000	-	-	-	-	-	-	-
48	WT65 - Redundant Groundwater Transfer Pipeline	-	-	-	-	1,680,000	-	-	-	-	-	-
49	WT74 Sulfuraetor Structural Repairs and Dome Replacement	-	-	500,000	-	-	-	-	-	-	-	-
50	WT78 Replacement of ASR Well #1	-	-	-	-	-	1,200,000	-	-	-	-	-
51	WT89 Groundwater Filter Effluent Pipe Connection to Surface Water Clearwell	-	-	-	-	50,000	1,000,000	-	-	-	-	-
52	Chemical Storage Facility Relocation	-	-	-	100,000	600,000	-	-	-	-	-	-
53	Irrigation Improvements	-	-	-	-	710,000	115,000	-	-	-	-	-
54	Michigan Pond Supplemental Reuse	-	-	65,000	650,000	-	-	-	-	-	-	-
55	Motor & Logic Control Panel Replacement	-	-	-	100,000	-	-	-	-	-	-	-
56	New Genie Articulating Lift	-	-	-	-	-	40,000	-	-	-	-	-
57	Reclaimed Water High Service Pump Replacements	-	-	-	600,000	-	-	-	-	-	-	-
58	Replacement of MCCs 7 and 8	-	-	-	550,000	-	-	-	-	-	-	-
59	Seller Transfer Pump Replacements	-	-	-	-	430,000	-	-	-	-	-	-
60	Sellers Generator Replacement	-	-	-	-	200,000	-	-	-	-	-	-
61	Sellers Internal Recycle Pump Replacements	-	-	-	-	205,000	-	-	-	-	-	-
62	Sellers Valve Vault	-	-	-	250,000	-	-	-	-	-	-	-
63	UV Disinfection Conversion	-	-	-	-	330,000	2,200,000	-	-	-	-	-
64	Lift Station No. 1 Replacement	-	-	-	700,000	-	-	-	-	-	-	-

Capital Improvement Program

Schedule 6

		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
65	Replacement of Vehicle #53 (SFO 2009 Ford F250 Utility)	-	34,800	-	-	-	-	-	-	-	-	-
66	Replacement of Vehicle #85 (SFO F-450 Dump Truck)	-	61,000	-	-	-	-	-	-	-	-	-
67	SFO 100 kW Portable Generator (2)	-	139,043	-	-	-	-	-	-	-	-	-
68	Dyal Chemical Conversion & Reliability Improvement Project and Plant Security [2]	-	14,247,799	12,469,929	-	-	-	-	-	-	-	-
69	Pipe Infrastructure Assessment and Replacement	-	-	3,424,610	5,000,000	5,000,000	5,000,000	-	-	-	-	-
70	Unspecified Vehicle Replacement [2]	-	-	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
71	Budget Adjustment to Match FY 2020 Budgeted Capital	-	1,328,615	-	-	-	-	-	-	-	-	-
70	Unspecified Use of Bond Proceeds [2]	-	18,792,815	-	-	-	-	-	-	-	-	-
72	AMI Meter Installation [2]	-	-	-	-	-	10,000,000	10,000,000	-	-	-	-
73	Unspecified Future Projects (Rolling 5-year Average CIP)	-	-	-	-	-	-	10,000,000	20,000,000	20,000,000	20,000,000	20,000,000
74	Cash Flow Bond Projects	5,188,915	-	-	-	-	-	-	-	-	-	-
75	Cash Flow Operating Revenue Projects	2,488,328	-	-	-	-	-	-	-	-	-	-
	Total CIP	**$ 7,677,244**	**$ 37,653,224**	**$ 38,098,130**	**$ 37,458,462**	**$ 16,625,000**	**$ 28,997,136**	**$ 20,500,000**	**$ 20,500,000**	**$ 20,500,000**	**$ 20,500,000**	**$ 20,500,000**
	Cumulative Escalation Factor	1.00	1.00	1.03	1.06	1.09	1.13	1.16	1.19	1.23	1.27	1.30
	Total CIP (in Current Dollars)	**$ 7,677,244**	**$ 37,653,224**	**$ 39,241,074**	**$ 39,739,682**	**$ 18,166,586**	**$ 32,636,532**	**$ 23,765,119**	**$ 24,478,072**	**$ 25,212,414**	**$ 25,968,787**	**$ 26,747,850**
	Execution % [3]	100%	100%	51%	50%	100%	46%	84%	82%	79%	77%	75%
76	**Final CIP Funding Level**	**$ 7,677,244**	**$ 37,653,224**	**$ 28,279,896**	**$ 22,898,364**	**$ 18,166,586**	**$ 24,367,503**	**$ 21,928,475**	**$ 20,109,221**	**$ 20,127,132**	**$ 20,145,580**	**$ 20,164,582**

[1] Project amounts were escalated by 3.0% beginning in FY 2021 to account for inflation.

[2] These projects were excluded for the assumed execution factors and assumed to be funded at 100%.

[3] Execution levels were assigned to reflect actual capital spending based on historical trends.

FAMS - Control Panel **Schedule 7**

FAMS-XL | City of Cocoa, FL — Water & Sewer Fund

Stantec

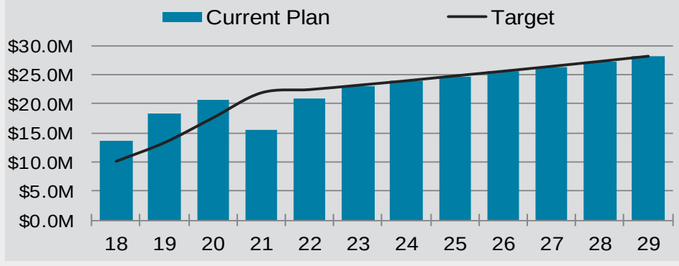
CALC | SAVE | CTRL | LAST | OVR

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2023	FY 2028
Water Rate Plan	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	4.00%	4.00%	4.00%	4.00%	27.0%	26.97%
Sewer Rate Plan	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	4.00%	4.00%	4.00%	4.00%	27.8%	27.81%
Reuse Rate Plan	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	4.00%	4.00%	4.00%	4.00%		
Senior-Lien DSC	2.74	2.98	2.33	2.39	2.62	2.41	2.45	2.60	2.97	3.12	3.33		
Subordinate DSC	5.40	5.73	5.30	6.41	8.13	9.04	12.81	21.83	25.06	27.34	29.93		
CIP Execution %	100%	100%	51%	50%	100%	46%	84%	82%	79%	77%	75%		
Operating Reserve Target (Mo)	4	5	6	6	6	6	6	6	6	6	6		
Avg WS Bill (5 Kgal)	$82.94	$87.08	$91.44	$96.03	$100.87	$105.74	$109.96	$114.34	$118.94	$123.71	$127.69		

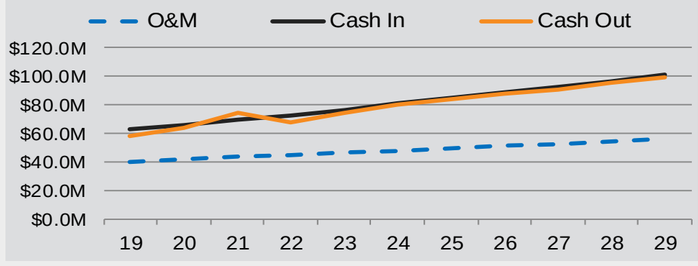
Scenario Manager

2019 Rev | Calculated

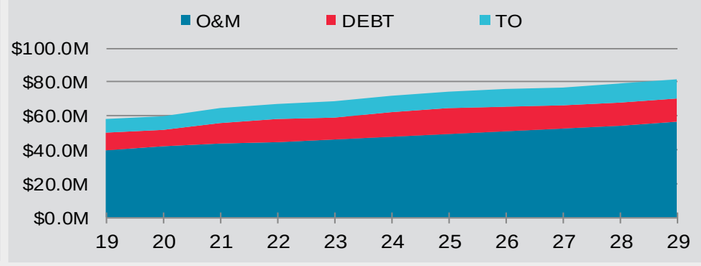
Operating Fund



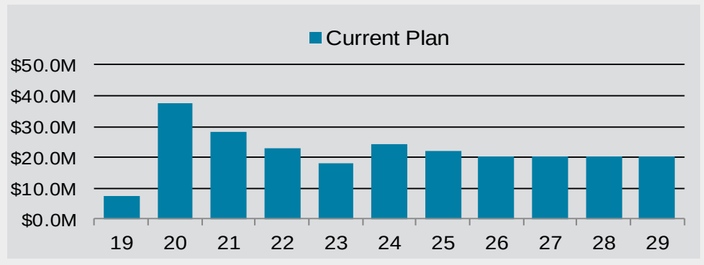
Revenues vs. Expenses



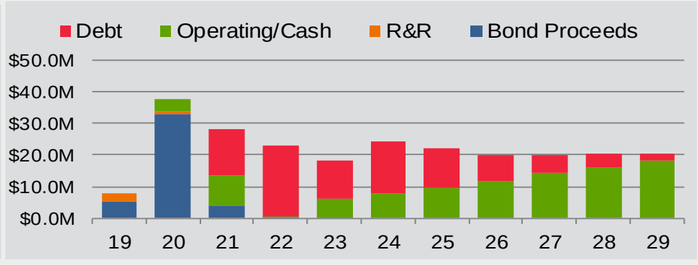
Expenses by Type



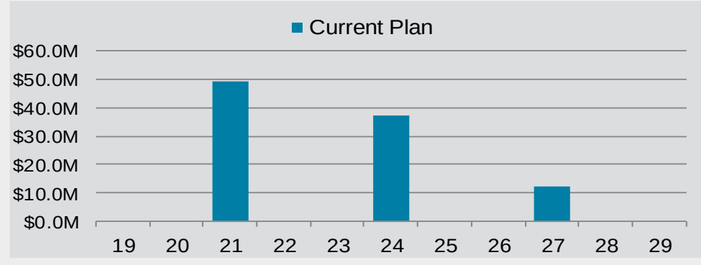
CIP Spending



CIP Funding



Borrowing



FY 2019 Water Sewer Revenue Sufficiency Analysis

Pro Forma — Schedule 8

			FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
1	**Operating Revenue**												
2	Water, Sewer And Reuse Rate Revenue		$ 57,122,740	$ 57,122,740	$ 59,815,429	$ 62,827,603	$ 66,188,729	$ 69,933,532	$ 73,887,629	$ 77,339,916	$ 80,950,599	$ 84,726,847	$ 88,676,146
3	Change in Revenue From Growth		-	(74,162)	105,335	298,271	508,320	534,266	561,538	584,686	608,790	633,889	660,025
4	Subtotal		$ 57,122,740	$ 57,048,578	$ 59,920,764	$ 63,125,874	$ 66,697,048	$ 70,467,798	$ 74,449,167	$ 77,924,602	$ 81,559,390	$ 85,360,736	$ 89,336,171
5	*Weighted Average Rate Increase*		*0.00%*	*5.00%*	*5.00%*	*5.00%*	*5.00%*	*5.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*
6	Additional Rate Revenue From Rate Increase		-	2,852,429	2,996,038	3,156,294	3,334,852	3,523,390	2,977,967	3,116,984	3,262,376	3,414,429	3,573,447
7	Price Elasticity Adjustment		-	(85,578)	(89,199)	(93,439)	(98,369)	(103,559)	(87,218)	(90,987)	(94,918)	(99,020)	(103,298)
8	Total Rate Revenue		$ 57,122,740	$ 59,815,429	$ 62,827,603	$ 66,188,729	$ 69,933,532	$ 73,887,629	$ 77,339,916	$ 80,950,599	$ 84,726,847	$ 88,676,146	$ 92,806,319
9	Plus: Other Operating Revenue		3,803,159	3,606,437	3,748,850	3,898,383	4,055,393	4,220,254	4,358,737	4,502,759	4,652,542	4,808,316	4,970,321
10	**Equals: Total Operating Revenue**		**$ 60,925,899**	**$ 63,421,866**	**$ 66,576,453**	**$ 70,087,112**	**$ 73,988,925**	**$ 78,107,883**	**$ 81,698,652**	**$ 85,453,358**	**$ 89,379,389**	**$ 93,484,462**	**$ 97,776,641**
11	**Less: Operating Expenses**												
12	Personal Services		$ (14,407,579)	$ (15,383,797)	$ (15,954,894)	$ (16,491,563)	$ (17,047,868)	$ (17,623,941)	$ (18,220,527)	$ (18,838,404)	$ (19,478,381)	$ (20,141,299)	$ (20,828,032)
13	Operations & Maintenance Costs		(19,722,424)	(20,332,857)	(21,170,688)	(21,552,475)	(22,282,576)	(23,040,065)	(23,904,241)	(24,677,716)	(25,481,589)	(26,295,773)	(27,142,816)
14	**Equals: Net Operating Income**		**$ 21,094,206**	**$ 21,361,214**	**$ 22,916,552**	**$ 25,312,726**	**$ 27,726,221**	**$ 30,303,651**	**$ 32,219,450**	**$ 34,362,171**	**$ 36,617,100**	**$ 39,011,002**	**$ 41,528,313**
15	**Plus: Non-Operating Income/(Expense)**												
16	Non-Operating Revenue		$ 35,849	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
17	Interest Income		208,451	283,095	311,556	367,203	496,157	591,002	676,771	697,315	717,834	738,973	760,761
18	Water Impact Fees		1,988,846	2,134,747	2,134,747	2,134,747	2,134,747	2,134,747	2,134,747	2,134,747	2,134,747	2,134,747	2,134,747
19	Sewer Impact Fees		118,994	133,605	133,605	133,605	133,605	133,605	133,605	133,605	133,605	133,605	133,605
20	Transfers In		-	-	-	-	-	-	-	-	-	-	-
21	**Equals: Net Income**		**$ 23,446,346**	**$ 23,937,660**	**$ 25,521,459**	**$ 27,973,281**	**$ 30,515,731**	**$ 33,188,004**	**$ 35,189,573**	**$ 37,352,838**	**$ 39,628,286**	**$ 42,043,327**	**$ 44,582,426**
22	**Less: Revenues Excluded From Coverage Test**												
23	Impact Fees		$ (2,107,840)	$ (2,268,352)	$ (2,268,352)	$ (2,268,352)	$ (2,268,352)	$ (2,268,352)	$ (2,268,352)	$ (2,268,352)	$ (2,268,352)	$ (2,268,352)	$ (2,268,352)
24	Other Excluded Revenues		-	-	-	-	-	-	-	-	-	-	-
25	Transfers In		-	-	-	-	-	-	-	-	-	-	-
26	**Equals: Net Income Available For Debt Service**		**$ 21,338,506**	**$ 21,669,309**	**$ 23,253,108**	**$ 25,704,929**	**$ 28,247,379**	**$ 30,919,652**	**$ 32,921,222**	**$ 35,084,486**	**$ 37,359,935**	**$ 39,774,975**	**$ 42,314,074**
27	**Senior Lien Debt Service Coverage Test**												
28	Net Income Available for Senior-Lien Debt Service		**$ 21,338,506**	**$ 21,669,309**	**$ 23,253,108**	**$ 25,704,929**	**$ 28,247,379**	**$ 30,919,652**	**$ 32,921,222**	**$ 35,084,486**	**$ 37,359,935**	**$ 39,774,975**	**$ 42,314,074**
29	Existing Senior-Lien Debt		7,781,284	7,282,472	7,283,122	7,286,957	7,291,233	7,287,363	7,310,521	7,347,197	5,756,684	5,720,692	5,699,077
30	Cumulative New Senior Lien Debt Service (calculated)		-	-	2,678,601	3,484,937	3,484,937	5,526,650	6,141,264	6,141,264	6,813,471	7,015,824	7,015,824
31	**Total Annual Senior-Lien Debt Service**	**Req.**	**$ 7,781,284**	**$ 7,282,472**	**$ 9,961,723**	**$ 10,771,893**	**$ 10,776,170**	**$ 12,814,013**	**$ 13,451,785**	**$ 13,488,461**	**$ 12,570,154**	**$ 12,736,516**	**$ 12,714,901**
32	*Calculated Senior-Lien Debt Service Coverage*	**2.00**	**2.74**	**2.98**	**2.33**	**2.39**	**2.62**	**2.41**	**2.45**	**2.60**	**2.97**	**3.12**	**3.33**
33	**Subordinate Debt Service Coverage Test**												
34	Net Income Available for Subordinate Debt Service		**$ 13,557,222**	**$ 14,386,837**	**$ 13,291,385**	**$ 14,933,036**	**$ 17,471,209**	**$ 18,105,639**	**$ 19,469,437**	**$ 21,596,025**	**$ 24,789,780**	**$ 27,038,459**	**$ 29,599,173**
35	Existing Subordinate Debt		2,509,481	2,509,479	2,509,480	2,329,089	2,148,698	2,002,155	1,520,019	989,090	989,090	989,090	989,090
36	Cumulative New Subordinate Debt Service (calculated)		-	-	-	-	-	-	-	-	-	-	-
37	**Total Annual Subordinate Debt Service**	**Req.**	**$ 2,509,481**	**$ 2,509,479**	**$ 2,509,480**	**$ 2,329,089**	**$ 2,148,698**	**$ 2,002,155**	**$ 1,520,019**	**$ 989,090**	**$ 989,090**	**$ 989,090**	**$ 989,090**
38	*Calculated Subordinate Debt Service Coverage*	**1.20**	**5.40**	**5.73**	**5.30**	**6.41**	**8.13**	**9.04**	**12.81**	**21.83**	**25.06**	**27.34**	**29.93**
39	**Total All-In Debt Service Coverage Test**												
40	Net Income Available for Subordinate Debt Service		**$ 21,338,506**	**$ 21,669,309**	**$ 23,253,108**	**$ 25,704,929**	**$ 28,247,379**	**$ 30,919,652**	**$ 32,921,222**	**$ 35,084,486**	**$ 37,359,935**	**$ 39,774,975**	**$ 42,314,074**
41	Total Senior-Lien Debt Service		7,781,284	7,282,472	9,961,723	10,771,893	10,776,170	12,814,013	13,451,785	13,488,461	12,570,154	12,736,516	12,714,901
42	Total Subordinate Debt Service		2,509,481	2,509,479	2,509,480	2,329,089	2,148,698	2,002,155	1,520,019	989,090	989,090	989,090	989,090
43	**Total Annual Debt Service**		**$ 10,290,765**	**$ 9,791,951**	**$ 12,471,202**	**$ 13,100,983**	**$ 12,924,868**	**$ 14,816,168**	**$ 14,971,804**	**$ 14,477,552**	**$ 13,559,245**	**$ 13,725,607**	**$ 13,703,991**
44	*Calculated All-In Debt Service Coverage*		**2.07**	**2.21**	**1.86**	**1.96**	**2.19**	**2.09**	**2.20**	**2.42**	**2.76**	**2.90**	**3.09**
45	**Cash Flow Test**												
46	Net Income Available For Debt Service		$ 21,338,506	$ 21,669,309	$ 23,253,108	$ 25,704,929	$ 28,247,379	$ 30,919,652	$ 32,921,222	$ 35,084,486	$ 37,359,935	$ 39,774,975	$ 42,314,074
47	Less: Non-Operating Expenditures												
48	Net Debt Service Payment		(8,182,924)	(7,523,599)	(10,202,851)	(10,832,631)	(10,656,516)	(12,547,817)	(12,703,453)	(12,398,612)	(11,713,867)	(11,888,443)	(11,872,445)
49	**Net Cash Flow**		**$ 4,771,482**	**$ 5,936,737**	**$ 4,569,268**	**$ 6,034,359**	**$ 8,388,539**	**$ 8,788,703**	**$ 10,286,741**	**$ 12,386,348**	**$ 14,964,111**	**$ 16,806,394**	**$ 18,948,267**

Pro Forma **Schedule 8**

		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
50	**Unrestricted Reserve Fund Test**											
51	Balance At Beginning Of Fiscal Year	$ 13,599,771	$ 18,370,253	$ 20,559,079	$ 15,481,686	$ 20,984,395	$ 23,131,352	$ 23,902,116	$ 24,739,601	$ 25,545,593	$ 26,381,144	$ 27,236,730
52	Cash Flow Surplus/(Deficit)	4,770,482	5,935,537	4,568,068	6,033,159	8,387,339	8,787,503	10,285,541	12,385,148	14,962,911	16,805,194	18,947,067
53	Projects Designated To Be Paid With Cash	-	(860,505)	(9,645,461)	(530,450)	(546,364)	(603,783)	(579,637)	(597,026)	(614,937)	(633,385)	(652,387)
54	Projects Paid With Non Specified Funds	-	(2,886,206)	-	-	(5,694,019)	(7,412,956)	(8,868,419)	(10,982,129)	(13,512,423)	(15,316,223)	(17,407,247)
55	**Balance At End Of Fiscal Year**	**$ 18,370,253**	**$ 20,559,079**	**$ 15,481,686**	**$ 20,984,395**	**$ 23,131,352**	**$ 23,902,116**	**$ 24,739,601**	**$ 25,545,593**	**$ 26,381,144**	**$ 27,236,730**	**$ 28,124,164**
56	Minimum Working Capital Reserve Target	13,277,231	17,525,272	21,829,951	22,387,193	23,131,352	23,902,116	24,739,601	25,545,593	26,381,144	27,236,730	28,124,164
57	**Excess/(Deficiency) Of Working Capital To Target**	**$ 5,093,022**	**$ 3,033,807**	**$ (6,348,264)**	**$ (1,402,798)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Capital Project Funding Summary

Schedule 9

Final Capital Projects Funding Sources	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Bond Proceeds	$ 5,188,915	$ 33,040,614	$ 3,883,526	$ 29,126	$ 255	$ 3	$ -	$ -	$ -	$ -	$ -
Renewal & Replacement	2,488,328	865,899	-	-	-	-	-	-	-	-	-
Revenue Fund	-	2,886,206	-	-	5,694,019	7,412,956	8,868,419	10,982,129	13,512,423	15,316,223	17,407,247
Senior-Lien Debt Proceeds	-	-	14,750,909	22,338,787	11,925,949	16,350,762	12,480,419	8,530,066	5,999,772	4,195,972	2,104,948
Total Projects Paid	**$ 7,677,244**	**$ 37,653,224**	**$ 28,279,896**	**$ 22,898,364**	**$ 18,166,586**	**$ 24,367,503**	**$ 21,928,475**	**$ 20,109,221**	**$ 20,127,132**	**$ 20,145,580**	**$ 20,164,582**

Funding Summary by Fund

Schedule 10

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Water Impact Fees											
Balance At Beginning Of Fiscal Year	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 191,779	$ 624,835	$ 1,077,033
Annual Revenues	1,988,846	2,134,747	2,134,747	2,134,747	2,134,747	2,134,747	2,134,747	2,134,747	2,134,747	2,134,747	2,134,747
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	(1,988,846)	(2,134,747)	(2,134,747)	(2,134,747)	(2,134,747)	(2,134,747)	(2,134,747)	(1,945,335)	(1,711,773)	(1,703,559)	(1,697,942)
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 189,412	$ 614,753	$ 1,056,023	$ 1,513,839
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	-	-	-	-	-	-	-	189,412	614,753	1,056,023	1,513,839
Amount Paid For Projects	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 189,412	$ 614,753	$ 1,056,023	$ 1,513,839
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	-	-	-	-	-	-	-	2,368	10,082	21,011	32,386
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 191,779**	**$ 624,835**	**$ 1,077,033**	**$ 1,546,225**
Sewer Impact Fees											
Balance At Beginning Of Fiscal Year	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Revenues	118,994	133,605	133,605	133,605	133,605	133,605	133,605	133,605	133,605	133,605	133,605
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	(118,994)	(133,605)	(133,605)	(133,605)	(133,605)	(133,605)	(133,605)	(133,605)	(133,605)	(133,605)	(133,605)
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	-	-	-	-	-	-	-	-	-	-	-
Amount Paid For Projects	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	-	-	-	-	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Bond Proceeds											
Balance At Beginning Of Fiscal Year	$ 41,472,377	$ 36,672,241	$ 3,883,526	$ 29,126	$ 255	$ 3	$ 0	$ 0	$ 0	$ 0	$ 0
Annual Revenues	-	-	-	-	-	-	-	-	-	-	-
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 41,472,377	$ 36,672,241	$ 3,883,526	$ 29,126	$ 255	$ 3	$ 0	$ 0	$ 0	$ 0	$ 0
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	41,472,377	36,672,241	3,883,526	29,126	255	3	0	0	0	0	0
Amount Paid For Projects	(5,188,915)	(33,040,614)	(3,883,526)	(29,126)	(255)	(3)	-	-	-	-	-
Subtotal	$ 36,283,462	$ 3,631,627	$ -	$ -	$ -	$ -	$ 0	$ 0	$ 0	$ 0	$ 0
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	388,779	251,899	29,126	255	3	0	0	0	0	0	0
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ 36,672,241**	**$ 3,883,526**	**$ 29,126**	**$ 255**	**$ 3**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Renewal & Replacement											
Balance At Beginning Of Fiscal Year	$ 6,104,227	$ 3,615,899	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000
Annual Revenues	-	-	-	-	-	-	-	-	-	-	-
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 6,104,227	$ 3,615,899	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000
Less: Restricted Funds	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)
Total Amount Available For Projects	3,354,227	865,899	-	-	-	-	-	-	-	-	-
Amount Paid For Projects	(2,488,328)	(865,899)	-	-	-	-	-	-	-	-	-
Subtotal	$ 865,899	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Add Back: Restricted Funds	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000
Plus: Interest Earnings	48,601	39,787	41,250	48,125	55,000	61,875	68,750	68,750	68,750	68,750	68,750
Less: Interest Allocated To Cash Flow	(48,601)	(39,787)	(41,250)	(48,125)	(55,000)	(61,875)	(68,750)	(68,750)	(68,750)	(68,750)	(68,750)
Balance At End Of Fiscal Year	**$ 3,615,899**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**

Funding Summary by Fund

Schedule 10

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Revenue Fund											
Balance At Beginning Of Fiscal Year	$ 13,599,771	$ 18,370,253	$ 20,559,079	$ 15,481,686	$ 20,984,395	$ 23,131,352	$ 23,902,116	$ 24,739,601	$ 25,545,593	$ 26,381,144	$ 27,236,730
Net Cash Flow	4,770,482	5,935,537	4,568,068	6,033,159	8,387,339	8,787,503	10,285,541	12,385,148	14,962,911	16,805,194	18,947,067
Less: Cash-Funded Capital Projects	-	(860,505)	(9,645,461)	(530,450)	(546,364)	(603,783)	(579,637)	(597,026)	(614,937)	(633,385)	(652,387)
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 18,370,253	$ 23,445,285	$ 15,481,686	$ 20,984,395	$ 28,825,370	$ 31,315,072	$ 33,608,020	$ 36,527,723	$ 39,893,567	$ 42,552,953	$ 45,531,411
Less: Restricted Funds	(13,277,231)	(17,525,272)	(15,481,686)	(20,984,395)	(23,131,352)	(23,902,116)	(24,739,601)	(25,545,593)	(26,381,144)	(27,236,730)	(28,124,164)
Total Amount Available For Projects	5,093,022	5,920,013	-	-	5,694,019	7,412,956	8,868,419	10,982,129	13,512,423	15,316,223	17,407,247
Amount Paid For Projects	-	(2,886,206)	-	-	(5,694,019)	(7,412,956)	(8,868,419)	(10,982,129)	(13,512,423)	(15,316,223)	(17,407,247)
Subtotal	$ 5,093,022	$ 3,033,807	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Add Back: Restricted Funds	13,277,231	17,525,272	15,481,686	20,984,395	23,131,352	23,902,116	24,739,601	25,545,593	26,381,144	27,236,730	28,124,164
Plus: Interest Earnings	159,850	243,308	270,306	319,078	441,157	529,127	608,021	628,565	649,084	670,223	692,011
Less: Interest Allocated To Cash Flow	(159,850)	(243,308)	(270,306)	(319,078)	(441,157)	(529,127)	(608,021)	(628,565)	(649,084)	(670,223)	(692,011)
Balance At End Of Fiscal Year	**$ 18,370,253**	**$ 20,559,079**	**$ 15,481,686**	**$ 20,984,395**	**$ 23,131,352**	**$ 23,902,116**	**$ 24,739,601**	**$ 25,545,593**	**$ 26,381,144**	**$ 27,236,730**	**$ 28,124,164**
Debt Service Reserve											
Balance At Beginning Of Fiscal Year	$ 5,123,716	$ 5,174,953	$ 5,239,640	$ 8,829,309	$ 8,983,822	$ 9,163,498	$ 12,055,888	$ 12,357,285	$ 12,666,217	$ 13,868,365	$ 14,215,074
Additional Funds:	-	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve On New Debt	$0	$0	$3,484,937	$0	$0	$2,656,327	$0	$0	$874,560	$0	$0
Other Additional Funds	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 5,123,716	$ 5,174,953	$ 8,724,577	$ 8,829,309	$ 8,983,822	$ 11,819,825	$ 12,055,888	$ 12,357,285	$ 13,540,777	$ 13,868,365	$ 14,215,074
Plus: Interest Earnings	51,237	64,687	104,732	154,513	179,676	236,062	301,397	308,932	327,587	346,709	355,377
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ 5,174,953**	**$ 5,239,640**	**$ 8,829,309**	**$ 8,983,822**	**$ 9,163,498**	**$ 12,055,888**	**$ 12,357,285**	**$ 12,666,217**	**$ 13,868,365**	**$ 14,215,074**	**$ 14,570,451**

Senior Lien Borrowing Projections

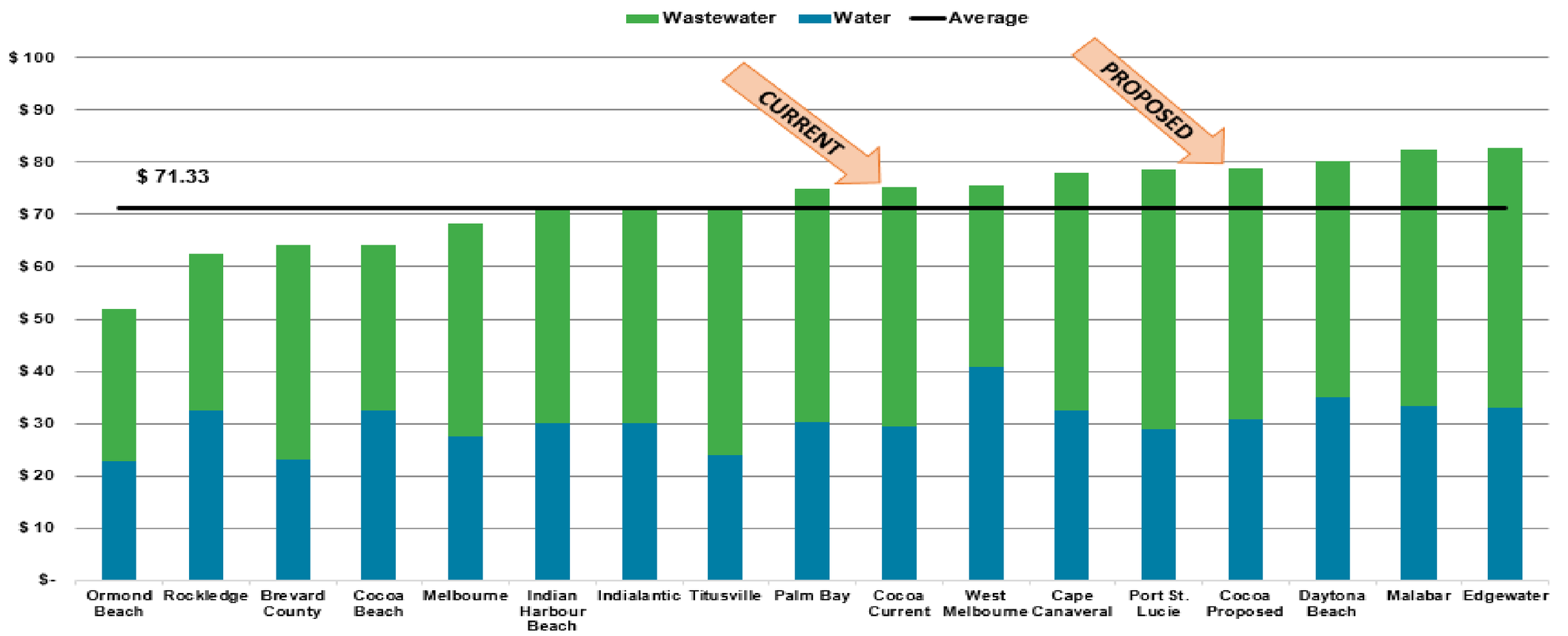
Schedule 11

			FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Term (Years)			30	30	30	30	30	30	30	30	30	30	30
Interest Rate			5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Sources of Funds													
Par Amount			$ -	$ -	$ 53,572,023	$ -	$ -	$ 40,834,259	$ -	$ -	$ 13,444,135	$ -	$ -
Uses of Funds													
Proceeds			$ -	$ -	$ 49,015,645	$ -	$ -	$ 37,361,247	$ -	$ -	$ 12,300,692	$ -	$ -
Cost of Issuance	2.00%	of Par	-	-	1,071,440	-	-	816,685	-	-	268,883	-	-
Debt Service Reserve	1	Year(s) of Debt Service	-	-	3,484,937	-	-	2,656,327	-	-	874,560	-	-
Total Uses			$ -	$ -	$ 53,572,023	$ -	$ -	$ 40,834,259	$ -	$ -	$ 13,444,135	$ -	$ -
1 Year Interest			-	-	2,678,601	-	-	2,041,713	-	-	672,207	-	-
Annual Debt Service			$ -	$ -	$ 3,484,937	$ -	$ -	$ 2,656,327	$ -	$ -	$ 874,560	$ -	$ -
Total Debt Service			-	-	104,548,109	-	-	79,689,814	-	-	26,236,808	-	-
Cumulative New Annual Senior Lien Debt Service[1]			**$ -**	**$ -**	**$ 2,678,601**	**$ 3,484,937**	**$ 3,484,937**	**$ 5,526,650**	**$ 6,141,264**	**$ 6,141,264**	**$ 6,813,471**	**$ 7,015,824**	**$ 7,015,824**

[1]Reflects interest-only payment due in year of issuance.

Rate Survey **Schedule 12**

FY FY 2019 Residential Water & Wastewater Base and Usage Rate Survey at 4.25 kgal



Legislation Details (With Text)

File #:	19-357	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	7/22/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for three School Resource Officers for the 2019-2020 School year, July 1, 2019 through June 30, 2020. Also approval for authorizing the City Manager and City Attorney to finalize and execute the contract with the School Board. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SRO Agreement 2019-20 - Cocoa.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 22, 2019
Agenda Date: August 14, 2019
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
To consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for three School Resource Officers for the 2019-2020 School year, July 1, 2019 through June 30, 2020. Also approval for authorizing the City Manager and City Attorney to finalize and execute the contract with the School Board.

BACKGROUND:

The School Board of Brevard County, Cocoa Police Department, Cocoa High School, and Endeavor Elementary School desire the renewal of the agreement to provide a School Resource Officer, at each school, for the 2019-2020 School year. During the 2018 legislative session, the Marjory Stoneman Douglas High School Safety Act was signed into law, which requires a number of school safety initiatives. Of the more pressing initiatives is for assignment of one or more safe-school officers at each school facility. This will allow for school resource officers at Cocoa High School, Endeavor Elementary School and Cambridge Elementary School.

Staff is requesting Council's approval of this multi-year contract for the FY19/FY20 budget years, pending final approval of the City of Cocoa's budget and the Brevard County School Board's budget. Brevard County School Board is requesting that there be two (2) signed originals. Once two (2) fully executed contracts are complete, one original will be sent to our agency.

STRATEGIC PLAN CONNECTION:

By assigning a School Resource Officer to these schools, we are able to prevent juvenile delinquency by promoting positive relations between youth and law enforcement. The School Resource Officer position encompasses three major components which allow the School Resource Officer to achieve this goal; law enforcement, education and counseling. The three components allow the School Resource Officer to take a proactive approach to law enforcement. School Resource Officers are not just “cops” on campus; they provide all law enforcement duties on their campus. They educate the students by teaching law related classes and other related subjects in the classrooms and counsel both students and parents on various topics. The School Resource Officer becomes involved in the students’ lives as a positive role model. The intent is that the positive experiences students have with the School Resource Officer will bridge the gap between juveniles and law enforcement, and in doing so, help prevent juvenile crime. This agenda item specifically affects Crime and Public Safety.

BUDGETARY IMPACT:

Reimbursement from Brevard County Public Schools will be on a budgeted 190 school day basis with the City of Cocoa placing one officer at Cocoa High School and one Officer at both Endeavor, and Cambridge Elementary Schools, beginning July 1, 2019 and ending on June 30, 2020. During this time, the Brevard County School Board will reimburse the City of Cocoa $156,000 for the three School Resource Officers services. Revenue and expense have been budgeted for FY2019 and are included in the Proposed FY2020 budget.

Revenue:

Resource Officer - City Contract
Account 001-0000-331.20-01
Amount $156,000

Expense:

The expense accounts are the various salary and benefit lines for the three Officers within the Police Departments FY19 and FY20 Budgets, at approximately = $273,469 annually

PREVIOUS ACTION:

Council previously approved agenda item 18-344 last fiscal and school year.

RECOMMENDED MOTION:

To consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for three School Resource Officers for the 2019-2020 School year, July 1, 2019 through June 30, 2020. Also approval for authorizing the City Manager and City Attorney to finalize and execute the contract with the School Board.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective this 1st day of July, 2019, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA,** hereinafter called the "**BOARD**," and the **CITY OF COCOA, FLORIDA**, hereinafter called the "**CITY,"** each individually a "Party," collectively "Parties**."**

WITNESSETH:

WHEREAS, the BOARD and the CITY desire to assign School Resource Officers ("SROs") to school campus(es) within the CITY for a period of not more than 190 days during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD's staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing July 1, 2019, and terminate on June 30, 2020, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2020, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to four (4) SRO(s), each a sworn law enforcement officer(s), to work at least a total of One Hundred Ninety (190) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days. Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of two (2) SRO(s) for the start of the 2019-20 school year. Assignments of SRO(s) to school campuses shall be coordinated with ***Major Andrew Walters,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.* Assignments will be made to support the following schools: Cocoa High, Endeavour Elementary, Cambridge Elementary, and Clearlake Education Center.

4. The BOARD agrees to reimburse the CITY a flat-fee of Fifty-Two Thousand and 00/100 Dollars ($52,000.00) per SRO for the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned four (4) SRO(s), for a total not to exceed amount of Two Hundred Eight Thousand and 00/100 Dollars ($208,000.00). In the event the CITY is unable to assign an SRO officer to fill any of the Four SRO positions under this Agreement due to the resignation, dismissal, reassignment, or long term absence of an assigned SRO officer in excess of five days (not including approved sick, vacation or training time), or because the CITY does not have a qualified officer to serve in an SRO position, payment will only be made for the unfilled SRO position on a prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2019 (covering the period beginning July 1, 2019 through

September 30, 2019), November 1, 2019 (covering the period beginning October 1, 2019 through December 31, 2019), February 1, 2020 (covering the period beginning January 1, 2020 through March 30, 2020), and April 1, 2020 (covering the period beginning April 1, 2020 through June 30, 2020). *All invoices should be submitted to* ***Major Andrew Walters,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).

7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.

8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.

9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO(s) may be assigned other law enforcement duties by the Chief of Police.

11. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.

12. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.

13. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or

employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.

14. The provisions of this Paragraph 14 are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

15. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.

16. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

17. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

18. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

19. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

20. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding

the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

21. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.

22. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.

23. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

24. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

25. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

26. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

27. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

THIS CONTRACT, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY _____) AT 321-_____ OR AT EMAIL: _____ OR AT ADDRESS: _____, (ATTENTION: RECORDS). IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY CASEY PIQUERO) AT 321-633-1000, EXT. 453, OR AT piquero.casey@brevardschools.org OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of the each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2018.

CITY OF _____, FLORIDA

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BY_____

Dated: _____, 2019

BY_____
Tina Descovich, Chairperson

Dated: _____, 2019

BY_____
Mark W. Mullins, Ed.D.
Superintendent

Dated: _____, 2019

Approved as to form:

_____

Dated: _____, 2019

Approved as to form:

_____
Amy Envall, General Counsel
School Board of Brevard County, Florida

Dated: _____, 2019

Attachments: Exhibit I
Exhibit II

Exhibit I

SCHOOL RESOURCE OFFICER PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;

2. To develop and promote positive relationships between students and law enforcement officers;

3. To foster a better understanding of law enforcement officers in the community;

4. To develop positive concepts of law enforcement;

5. To identify and prevent delinquent behavior through counseling and referral;

6. To provide assistance and support for victims of crime identified within the school setting, including abused children;

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;

8. To provide information about crime prevention;

9. To enhance knowledge of the fundamental concepts and structure of the law;

10. To provide materials and consultative assistance to teachers and parents on various law education topics.

Exhibit II

SCHOOL RESOURCE OFFICER
PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer, and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.

5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.

6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a substantial portion of the school day, the SRO shall notify the Principal and provide the Principal with a means of contacting the SRO or the appropriate law enforcement agency.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as

appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.

9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.

B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security, will meet with the Chief of Police, or his/her designee to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

Legislation Details (With Text)

File #:	19-370	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/30/2019			**In control:**	City Council
On agenda:	8/14/2019			**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:	June 2019 Financial Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2019
Agenda Date: August 14, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM 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 June 2019 provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This June 2019 report is unaudited and preliminary.

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 four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, 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 four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B 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 2019 Budget by Classification Report - Summary Listing

6/30/2019

Target for June 2019 is 75%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 8,200,129		$ 7,505,407	$ 694,722	92%
OTHER PERMITS AND FEES	$ 3,342,581		$ 2,897,354	$ 445,227	87%
INTERGOVERNMENTAL	$ 2,367,439		$ 1,572,780	$ 794,659	66%
CHARGES FOR SERVICES	$ 11,529,432		$ 8,551,958	$ 2,977,474	74%
FINES AND FORFEITURES	$ 26,000		$ 18,764	$ 7,236	72%
MISCELLANEOUS	$ 944,938		$ 1,067,803	$ (122,865)	113%
OTHER SOURCES (NON-REVENUE)	$ 20,930,802		$ 6,340,895	$ 14,589,907	30%
REVENUE TOTALS	**$ 47,341,321**		**$ 27,954,961**	**$ 19,386,360**	**59%**
EXPENSE					
SALARIES AND BENEFITS	$ 23,456,196	$ 813	$ 15,460,690	$ 7,994,693	66%
OPERATING EXPENDITURES	$ 10,914,125	$ 1,717,453	$ 6,498,411	$ 2,698,261	75%
CAPITAL OUTLAY	$ 1,729,785	$ 150,758	$ 1,127,702	$ 451,325	74%
GRANTS, AIDS AND OTHER	$ 11,241,215	$ -	$ 1,056,986	$ 10,184,229	9%
EXPENSE TOTALS	**$ 47,341,321**	**$ 1,869,024**	**$ 24,143,789**	**$ 21,328,508**	**55%**
REVENUE TOTALS	**$ 47,341,321**	**$ -**	**$ 27,954,961**	**$ 19,386,360**	**59%**
EXPENSE TOTALS	**$ 47,341,321**	**$ 1,869,024**	**$ 24,143,789**	**$ 21,328,508**	**55%**
	$ -	**$ (1,869,024)**	**$ 3,811,172**	**$ (1,942,148)**	

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	458,061	122,846.14	27	4,122,549	5,405,704.67	131	5,496,736	91,031.33
20 00	DELINQUENT TAXES	1,250	7.23	1	11,250	11,072.55	98	15,000	3,927.45
25 00	PENALTIES RE: TAXES	416	3,899.12	937	3,744	11,937.51	319	5,000	6,937.51-
30 00	TAX CERTIFICATES	15,000	208,246.32	1388	135,000	208,246.32	154	180,000	28,246.32-
311 **	AD VALOREM	474,727	334,998.81	71	4,272,543	5,636,961.05	132	5,696,736	59,774.95
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	33,833	80,710.53	239	304,497	421,542.25	138	406,000	15,542.25-
312 **	SALES USE AND FUEL TAXES	33,833	80,710.53	239	304,497	421,542.25	138	406,000	15,542.25-
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	96,583	101,348.04	105	869,247	802,751.66	92	1,159,007	356,255.34
30 00	WATER-COCOA	27,888	28,223.48	101	250,992	256,816.83	102	334,667	77,850.17
40 00	GAS	1,666	1,642.89	99	14,994	14,822.66	99	20,000	5,177.34
80 00	PROPANE	1,251	2,190.82	175	11,259	20,677.71	184	15,013	5,664.71-
314 **	UTILITY SERVICE TAX	127,388	133,405.23	105	1,146,492	1,095,068.86	96	1,528,687	433,618.14
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	33,642	26,617.14	79	302,778	201,982.46	67	403,706	201,723.54
315 **	COMMUNICATION SERVICE TAX	33,642	26,617.14	79	302,778	201,982.46	67	403,706	201,723.54
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	13,750	1,016.92	7	123,750	149,851.90	121	165,000	15,148.10
316 **	LOCAL BUSINESS TAX	13,750	1,016.92	7	123,750	149,851.90	121	165,000	15,148.10
310 ***	TAXES	683,340	576,748.63	84	6,150,060	7,505,406.52	122	8,200,129	694,722.48
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	16,666	21,928.00	132	149,994	190,974.02	127	200,000	9,025.98
10 00	TRAINING SURCHARGE	66	.00		594	646.71	109	800	153.29
322 **	BUILDING PERMITS	16,732	21,928.00	131	150,588	191,620.73	127	200,800	9,179.27
323	FRANCHISE FEES								
10 00	ELECTRICITY	68,553	28,232.00-	41	616,977	359,124.13	58	822,639	463,514.87
40 00	GAS	1,210	2,248.77	186	10,890	19,988.72	184	14,520	5,468.72-
70 00	SOLID WASTE	15,365	16,254.91	106	138,285	143,744.16	104	184,385	40,640.84
323 **	FRANCHISE FEES	85,128	9,728.32-	11	766,152	522,857.01	68	1,021,544	498,686.99
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	162,186	30,500.38	19	1,459,674	2,004,889.89	137	1,946,237	58,652.89-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	143.71	87	1,494	881.67	59	2,000	1,118.33
12 03	PENALTIES	166	892.24	538	1,494	3,536.40	237	2,000	1,536.40-
12 04	TAX CERTIFICATES	12,500	161,932.82	1296	112,500	161,932.82	144	150,000	11,932.82-
12 *	SERVICE	175,018	193,469.15	111	1,575,162	2,171,240.78	138	2,100,237	71,003.78-
325 **	SPECIAL ASSESSMENT	175,018	193,469.15	111	1,575,162	2,171,240.78	138	2,100,237	71,003.78-
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	1,666	1,770.00	106	14,994	9,065.50	61	20,000	10,934.50
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	100.00		0	2,570.00		0	2,570.00-
329 **	OTHER PERMITS & FEES	1,666	1,870.00	112	14,994	11,635.50	78	20,000	8,364.50
320 ***	OTHER PERMITS & FEES	278,544	207,538.83	75	2,506,896	2,897,354.02	116	3,342,581	445,226.98
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	0	.00		0	.00		0	.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	0	.00		0	.00		0	.00
20 01	RES OFFCR - CTY CONTRACT	8,666	.00		77,994	78,000.00	100	104,000	26,000.00
20 05	DEPT OF JUSTICE GRANTS	2,073	.00		18,657	23,464.00	126	24,879	1,415.00
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	760	4,174.00	549	6,840	7,084.76	104	9,130	2,045.24
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	10,071	35,570.54	353	90,639	57,999.34	64	120,863	62,863.66
20 16	INTERNET CRIMES GRANT	833	.00		7,497	.00		10,000	10,000.00
20 17	BODY WORN CAMERA GRANT	1,500	.00		13,500	18,000.00	133	18,000	.00
20 18	EMS DATA COLLECTION-BEMO	6,108	.00		18,324	.00		36,650	36,650.00
20 *	PUBLIC SAFETY	30,011	39,744.54	132	233,451	184,548.10	79	323,522	138,973.90
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	99,602.09		0	99,602.09-
50 02	EDA-2018-DISASTER-11.307	3,750	.00		33,750	.00		45,000	45,000.00
50 03	FDEP-RESILIENCY4190120	7,018	.00		56,144	.00		77,200	77,200.00

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
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
50	*	ECONOMIC ENVIRONMENT	10,768	.00		89,894	99,602.09	111	122,200	22,597.91
70	01	NPS CIVIL RIGHTS GRANT	4,166	.00		37,494	.00		50,000	50,000.00
331	**	FEDERAL GRANTS	44,945	39,744.54	88	360,839	284,150.19	79	495,722	211,571.81
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	3,333	.00		29,997	56,286.21	188	40,000	16,286.21-
333	**	PAYMENT IN LIEU OF TAXES	3,333	.00		29,997	56,286.21	188	40,000	16,286.21-
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	10,865.28		0	10,865.28-
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	04	DEO-19-THREATASSESS-P0299	2,222	.00		13,332	.00		20,000	20,000.00
50	*	ECONOMIC ENVIRONMENT	2,222	.00		13,332	10,865.28	82	20,000	9,134.72
90	30	HISTORIC PRESERVATION GRT	0	.00		0	.00		0	.00
334	**	STATE GRANT	2,222	.00		13,332	10,865.28	82	20,000	9,134.72
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	41,666	45,369.86	109	374,994	362,958.84	97	500,000	137,041.16
12	20	8TH CNT MUNICIPAL GAS TAX	12,916	13,605.65	105	116,244	108,845.20	94	155,000	46,154.80
12	*	STATE REVENUE SHARING	54,582	58,975.51	108	491,238	471,804.04	96	655,000	183,195.96
14	00	MOBILE HOME LICENSES	1,666	670.75	40	14,994	19,412.75	130	20,000	587.25
15	00	ALCOHOLIC BEVERAGE	1,809	.00		16,281	19,163.32	118	21,717	2,553.68
18	00	LOCAL GOVERNMENT 1/2 CENT	90,833	98,514.68	109	817,497	683,088.16	84	1,090,000	406,911.84
21	00	FIREFIGHTER SUPPLEMENTAL	0	3,908.33		0	8,138.33		0	8,138.33-
22	00	ENHANCED 911 FEE	0	.00		0	.00		0	.00
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	2,083	6,509.41	313	18,747	19,871.81	106	25,000	5,128.19
335	**	STATE SHARED REVENUES	150,973	168,578.68	112	1,358,757	1,221,478.41	90	1,811,717	590,238.59
337		GRANTS FROM LOCAL UNITS								
20	01	BC EMS GRANT	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

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
330		INTERGOVERNMENTAL REVENUE								
337		GRANTS FROM LOCAL UNITS								
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	201,473	208,323.22	103	1,762,925	1,572,780.09	89	2,367,439	794,658.91
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	475,140	475,141.00	100	4,276,260	4,276,269.00	100	5,701,690	1,425,421.00
31	00	ADMIN FEES STORMWATER	7,861	7,862.00	100	70,749	70,758.00	100	94,343	23,585.00
40	00	CERTIFY/COPY/SEARCH	8,333	13,556.30	163	74,997	78,071.97	104	100,000	21,928.03
90	12	PASSPORT EXECUTION FEES	583	665.00	114	5,247	4,690.00	89	7,000	2,310.00
341	**	GENERAL GOVERNMENT	491,917	497,224.30	101	4,427,253	4,429,788.97	100	5,903,033	1,473,244.03
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	1,666	.00		14,994	33,731.25	225	20,000	13,731.25-
90	00	OTHER PUBLIC SAFETY	0	.00		0	450.00		0	450.00-
90	01	FALSE ALARM FEES	925	1,160.00	125	8,325	7,040.00	85	11,100	4,060.00
90	02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90	*	OTHER PUBLIC SAFETY	925	1,160.00	125	8,325	7,490.00	90	11,100	3,610.00
342	**	PUBLIC SAFETY	2,591	1,160.00	45	23,319	41,221.25	177	31,100	10,121.25-
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	35,159	39,609.44	113	316,431	315,135.68	100	421,913	106,777.32
37	11	ROCKLEDGE	22,210	23,098.88	104	199,890	188,533.92	94	266,528	77,994.08
37	12	SUN LAKE	292	312.48	107	2,628	2,498.72	95	3,515	1,016.28
37	13	CLNY PK-M.I.UTIL CO.	157	161.28	103	1,413	1,272.32	90	1,895	622.68
37	16	COCOA BEACH	9,171	9,212.32	101	82,539	113,680.12	138	110,063	3,617.12-
37	17	CAPE CANAVERAL	7,571	7,669.76	101	68,139	60,726.19	89	90,856	30,129.81
37	18	TITUSVILLE	330	344.96	105	2,970	2,790.23	94	3,961	1,170.77
37	*	WATER BILLING SERVICES	74,890	80,409.12	107	674,010	684,637.18	102	898,731	214,093.82
39	01	SERVICE CHARGES	34,666	20,432.33	59	311,994	264,866.63	85	416,000	151,133.37
39	03	ADMIN CHARGES	33,333	35,010.00	105	299,997	279,780.30	93	400,000	120,219.70

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
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 04	PENALTIES	72,916	60,135.43	83	656,244	598,138.00	91	875,000	276,862.00
39 05	NSF CHECKS	2,960	3,004.20	102	26,640	25,353.11	95	35,525	10,171.89
39 *	WATER OTHER INCOME	143,875	118,581.96	82	1,294,875	1,168,138.04	90	1,726,525	558,386.96
41 10	SOLID WASTE	173,241	170,325.92	98	1,559,169	1,505,433.65	97	2,078,903	573,469.35
41 20	RECYCLING REVENUE	18,065	18,489.81	102	162,585	165,156.21	102	216,789	51,632.79
41 30	GREEN WASTE	15,449	15,932.10	103	139,041	141,356.19	102	185,394	44,037.81
41 *	GARBAGE COLLECTION	206,755	204,747.83	99	1,860,795	1,811,946.05	97	2,481,086	669,139.95
45 10	BILLING FEE - WASTE MGMT	8,058	.00		72,522	58,186.66	80	96,697	38,510.34
45 20	SALE-RECYCLEABLE MTRL	166	.00		1,494	993.48	67	2,000	1,006.52
45 *	GARBAGE-OTHER REVENUE	8,224	.00		74,016	59,180.14	80	98,697	39,516.86
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	4,361	.00		39,249	26,168.00	67	52,336	26,168.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	16,161	102,851.53	636	145,449	210,158.53	145	193,934	16,224.53-
90 *	OTHER PHYSICAL ENVIRON	20,522	102,851.53	501	184,698	236,326.53	128	246,270	9,943.47
343 **	PHYSICAL ENVIRONMENT	454,266	506,590.44	112	4,088,394	3,960,227.94	97	5,451,309	1,491,081.06
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	1,125.04	25	41,247	31,563.68	77	55,000	23,436.32
39 11	TENANT MAINTENANCE FEES	116	95.96	83	1,044	980.20	94	1,400	419.80
39 20	COCOA CIVIC CENTER	3,333	2,995.26	90	29,997	39,503.82	132	40,000	496.18
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,666	1,305.00	78	14,994	16,381.42	109	20,000	3,618.58
39 *	OTHER CULTURAL SERVICES	9,698	5,521.26	57	87,282	88,429.12	101	116,400	27,970.88
40 01	COCOA VILLAGE 10% GROSS	1,250	.00		11,250	650.00	6	15,000	14,350.00
40 05	SPECIAL EVENT PERMITS	208	6,210.36	2986	1,872	15,395.36	822	2,500	12,895.36-
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	1,458	6,210.36	426	13,122	16,045.36	122	17,500	1,454.64

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
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
50 10	EVENT FEES	382	867.86	227	3,438	3,645.80	106	4,590	944.20
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	458	.00		4,122	12,600.00	306	5,500	7,100.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	840	867.86	103	7,560	16,245.80	215	10,090	6,155.80-
347 **	CULTURE/RECREATION	11,996	12,599.48	105	107,964	120,720.28	112	143,990	23,269.72
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00
349 **	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340 ***	CHARGES FOR SERVICES	960,770	1,017,574.22	106	8,646,930	8,551,958.44	99	11,529,432	2,977,473.56
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
10 00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50 00	800 MHZ FINES	0	.00		0	.00		0	.00
90 00	OTHER	2,166	1,917.62	89	19,494	18,764.13	96	26,000	7,235.87
351 **	JUDGMENTS AND FINES	2,166	1,917.62	89	19,494	18,764.13	96	26,000	7,235.87
354	LOCAL ORDINANCE VIOLATION								
00 00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354 **	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355	FEDERAL								
00 00	FEDERAL	0	.00		0	.00		0	.00
355 **	FEDERAL	0	.00		0	.00		0	.00
356	STATE								
00 00	STATE	0	.00		0	.00		0	.00
356 **	STATE	0	.00		0	.00		0	.00
350 ***	FINES AND FORFEITURES	2,166	1,917.62	89	19,494	18,764.13	96	26,000	7,235.87
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	4,166	62,563.20	1502	37,494	139,171.48	371	50,000	89,171.48-
20 00	DIVIDENDS	0	.00		0	255.41		0	255.41-
38 00	NET INC/DEC FMV INVEST	0	.00		0	7,373,944.62-		0	7,373,944.62

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								
361		INTEREST & OTHER EARNINGS								
40	00	GAIN/LOSS SALE INVEST	0	.00		0	118.36-		0	118.36
40	02	UNREALIZED GAIN/LOSS	0	.00		0	30,391.06		0	30,391.06-
40	*	GAIN/LOSS SALE INVEST	0	.00		0	30,272.70		0	30,272.70-
361	**	INTEREST & OTHER EARNINGS	4,166	62,563.20	1502	37,494	7,204,245.03-	9214	50,000	7,254,245.03
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	10,432	3,583.33	34	93,888	81,127.45	86	125,186	44,058.55
362	**	RENT AND ROYALTIES	10,432	3,583.33	34	93,888	81,127.45	86	125,186	44,058.55
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	6,849.55		0	6,849.55-
10	00	GAIN/LOSS	0	.00		0	110.67		0	110.67-
20	00	INTERFUND LOANS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	.00		0	6,960.22		0	6,960.22-
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	16,041	10,417.00	65	144,369	490,567.00	340	192,500	298,067.00-
10	09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10	10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10	12	V-COP REVENUES	0	.00		0	.00		0	.00
10	13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10	20	TOY DRIVE	0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	16,041	10,417.00	65	144,369	490,567.00	340	192,500	298,067.00-
367		LICENSES								
00	00	LICENSES	0	.00		0	.00		0	.00
367	**	LICENSES	0	.00		0	.00		0	.00
368		PENSION CONTRIBUTIONS								
00	00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21	00	POLICE STATE CONTRIBUTION	12,844	.00		115,596	.00		154,135	154,135.00
22	00	FIRE STATE CONTRIBUTION	10,895	.00		98,055	.00		130,749	130,749.00

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								
368		PENSION CONTRIBUTIONS								
368	**	PENSION CONTRIBUTIONS	23,739	.00		213,651	.00		284,884	284,884.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	6,250	3,410.47	55	56,250	72,455.88	129	75,000	2,544.12
90	01	COKE MACHINE	0	.00		0	.00		0	.00
90	02	POLICE SECURITY SERVICES	6,047	3,850.00	64	54,423	25,450.00	47	72,568	47,118.00
90	03	CODE ENF ABATE/DEMO REV	6,250	11,430.00	183	56,250	114,266.78	203	75,000	39,266.78-
90	04	MISC. POLICE REVENUES	0	8.00		0	1,705.22		0	1,705.22-
90	05	INVESTIGATIVE COSTS REIM	4,775	3,777.99	79	42,975	45,590.18	106	57,300	11,709.82
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	07	FLORIDA HARDEST HIT	416	.00		3,744	300.00	8	5,000	4,700.00
90	08	ATF TASK FORCE	0	.00		0	.00		0	.00
90	09	PROPERTY REGISTRATION	625	1,500.00	240	5,625	6,900.00	123	7,500	600.00
90	10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90	11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90	99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	24,363	23,976.46	98	219,267	266,668.06	122	292,368	25,699.94
96	00	INSURANCE REFUND/PROCEEDS	0	.00		0	52,780.29		0	52,780.29-
369	**	OTHER MISC REVENUES	24,363	23,976.46	98	219,267	319,448.35	146	292,368	27,080.35-
360	***	MISCELLANEOUS REVENUES	78,741	100,539.99	128	708,669	6,306,142.01-	890	944,938	7,251,080.01 (122,865
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	03	CDBG (103)	0	.00		0	.00		0	.00
91	10	TRF FROM COCOA CRA (110)	4,401	.00		39,609	52,819.76	133	52,820	.24
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)	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)	311	.00		1,866	.00		2,800	2,800.00
91	41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	4,712	.00		41,475	52,819.76	127	55,620	2,800.24
381	**	INTERFUND TRANSFER	4,712	.00		41,475	52,819.76	127	55,620	2,800.24
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS	590,999	590,999.00	100	5,318,991	5,318,991.00	100	7,091,990	1,772,999.00
40	01	6% PILOFF	107,675	107,676.00	100	969,075	969,084.00	100	1,292,109	323,025.00
40	*	CONTRIBUTIONS	698,674	698,675.00	100	6,288,066	6,288,075.00	100	8,384,099	2,096,024.00

Accounting + 7373944.62 1067803.

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)								
382		CONTRIBUTIONS ENTERPRISE								
382	**	CONTRIBUTIONS ENTERPRISE	698,674	698,675.00	100	6,288,066	6,288,075.00	100	8,384,099	2,096,024.00
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
00	00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
385		PROCEEDS REFUNDING BONDS								
00	00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	NON OPERATING SOURCES	16,292	.00		146,628	.00		195,509	195,509.00
90	20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90	*	NON OPERATING SOURCES	16,292	.00		146,628	.00		195,509	195,509.00
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	1,572,311	.00		7,578,645	.00		12,295,574	12,295,574.00
99	*	BALANCE FORWARD	1,572,311	.00		7,578,645	.00		12,295,574	12,295,574.00
389	**	NON OPERATING SOURCES	1,588,603	.00		7,725,273	.00		12,491,083	12,491,083.00
380	***	OTHER SOURCES(NON-REV)	2,291,989	698,675.00	31	14,054,814	6,340,894.76	45	20,930,802	14,589,907.24
FUND TOTAL GENERAL FUND			4,497,023	2,811,317.51	63	33,849,788	20,581,015.95	61	47,341,321	26,760,305.05

27,954,961

19,386,360

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	ERROR	2628	2550.00	97	23652	22601.84	96	.00	31542	8940.16	72
11 **	ERROR	2628	2550.00	97	23652	22601.84	96	.00	31542	8940.16	72
12-00	REGULAR SALARIES & WAGES	992040	855490.46	86	9013015	7875698.89	87	.00	11989266	4113567.11	66
12-06	SALARIES/CONTRACTUAL	2206	87.50	4	18192	26262.50	144	.00	24810	1452.50-	106
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	23036	.00	0	71124	145814.46	205	.00	140236	5578.46-	104
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1017282	855577.96	84	9102331	8047775.85	88	.00	12154312	4106536.15	66
13-00	OTHER SALARIES & WAGES	90403	62475.25	69	745725	596233.67	80	.00	1016978	420744.33	59
13 **	OTHER SALARIES & WAGES	90403	62475.25	69	745725	596233.67	80	.00	1016978	420744.33	59
14-00	OVERTIME	32587	32749.37	101	285677	238542.92	84	.00	383534	144991.08	62
14-01	COMP TIME	833	.00	0	7497	143.76	2	.00	10000	9856.24	1
14 **	OVERTIME	33420	32749.37	98	293174	238686.68	81	.00	393534	154847.32	61
15-00	SPECIAL PAY	29725	25737.79	87	265467	239059.36	90	.00	354649	115589.64	67
15 **	SPECIAL PAY	29725	25737.79	87	265467	239059.36	90	.00	354649	115589.64	67
20-00	STATE GOVT	1778	7275.00	409	15288	18061.32	118	.00	20650	2588.68	88
20 **	STATE GOVT	1778	7275.00	409	15288	18061.32	118	.00	20650	2588.68	88
21-00	FICA TAXES	87248	73569.21	84	768188	680172.36	89	.00	1030066	349893.64	66
21 **	FICA TAXES	87248	73569.21	84	768188	680172.36	89	.00	1030066	349893.64	66
22-00	RETIREMENT CONTRIBUTIONS	86541	52829.59	61	767962	753240.54	98	.00	1027668	274427.46	73
22-01	LICENSED POLICE/FIRE	196119	161272.64	82	1765071	1577781.07	89	.00	2353438	775656.93	67
22-02	STATE CONTRIBUTIONS	21600	.00	0	220060	.00	0	.00	284884	284884.00	0
22-03	ICMA - CITY MANAGER	1153	1033.28	90	10377	8455.95	82	.00	13837	5381.05	61

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	305413	215135.51	70	2763470	2339477.56	85	.00	3679827	1340349.44	64
23-00	LIFE/HEALTH INSURANCE	327425	219530.33	67	2924645	2734232.38	94	813.00	3907021	1171975.62	70
23-02	LIFE/HEALTH GF RETIREES	0	.00	0	0	.00	0	.00	0	.00	0
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	327425	219530.33	67	2924645	2734232.38	94	813.00	3907021	1171975.62	70
24-00	WORKER'S COMPENSATION	51206	39697.93	78	460767	378789.83	82	.00	614499	235709.17	62
24 **	WORKER'S COMPENSATION	51206	39697.93	78	460767	378789.83	82	.00	614499	235709.17	62
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	3744	223.72	6	.00	5000	4776.28	5
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	3744	223.72	6	.00	5000	4776.28	5
27-00	BENEFIT OFFSET	21201	20140.00	95	184513	165375.00	90	.00	248118	82743.00	67
27 **	BENEFIT OFFSET	21201	20140.00	95	184513	165375.00	90	.00	248118	82743.00	67
31-00	PROFESSIONAL SERVICES	50311	27658.05	55	404056	157523.54	39	137891.87	555042	259626.59	53
31-01	LEGAL EXPENSES	52827	35413.75	67	366441	342385.13	93	169893.32	524921	12642.55	98
31-02	MEDICAL SERVICES	3525	1754.20	50	31725	28938.90	91	10630.59	42310	2740.51	94
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	10125	13500.00	133	.00	13500	.00	100
31-33	EMPLOYEE HEALTH CENTER	14962	6056.82	41	134658	112176.37	83	67373.63	179550	.00	100
31 **	PROFESSIONAL SERVICES	122750	70882.82	58	947005	654523.94	69	385789.41	1315323	275009.65	79
32-00	ACCOUNTING & AUDITING	3333	.00	0	29997	40000.00	133	.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	.00	0	29997	40000.00	133	.00	40000	.00	100
34-00	CONTRACT SERVICES	104789	87915.98	84	805317	671970.56	83	253019.69	1119746	194755.75	83
34-01	created by mistake	0	.00	0	0	.00	0	.00	0	.00	0
34-02	FDEP-RESILIENCY4190120	7018	77200.00	1100	56144	77200.00	138	.00	77200	.00	100
34-03	DEO-19-THREATASSESS-P0299	157222	5000.00	3	1408332	1130212.89	80	.00	1880000	749787.11	60

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
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	8346	15576.00	187	68422	54516.00	80	38940.00	93456	.00	100
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	277375	185691.98	67	2338215	1933899.45	83	291959.69	3170402	944542.86	70
39-00	CONTINGENCY	28485-	.00	0	150998	.00	0	.00	65538	65538.00	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	31129	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	24038-	.00	0	182127	.00	0	.00	65538	65538.00	0
40-00	TRAVEL & PER DIEM	5235	1228.49	24	47115	21785.78	46	.00	62905	41119.22	35
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	5235	1228.49	24	47115	21785.78	46	.00	62905	41119.22	35
41-00	COMMUNICATION	17797	6326.18	36	158940	111720.99	70	59429.58	212374	41223.43	81
41 **	COMMUNICATION	17797	6326.18	36	158940	111720.99	70	59429.58	212374	41223.43	81
42-00	POSTAGE & FREIGHT	36036	35883.18	100	324324	257451.95	79	148825.41	432538	26260.64	94
42 **	POSTAGE & FREIGHT	36036	35883.18	100	324324	257451.95	79	148825.41	432538	26260.64	94
43-00	ELECTRIC/WATER/SEWER	59464	53875.85	91	529710	419258.56	79	249576.36	708136	39301.08	95
43 **	ELECTRIC/WATER/SEWER	59464	53875.85	91	529710	419258.56	79	249576.36	708136	39301.08	95
44-00	RENTALS AND LEASES	12454	3656.72	29	116598	106275.37	91	7699.49	154001	40026.14	74
44 **	RENTALS AND LEASES	12454	3656.72	29	116598	106275.37	91	7699.49	154001	40026.14	74
45-00	INSURANCE	35993	102054.79	284	323937	412831.60	127	.00	431976	19144.40	96
45 **	INSURANCE	35993	102054.79	284	323937	412831.60	127	.00	431976	19144.40	96
46-00	REPAIRS & MAINTENANCE	96181	116548.79	121	861979	760678.82	88	285932.75	1150566	103954.43	91

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
46-02	REPAIR/MAINT BUILDING	33657	10404.69	31	220957	157701.69	71	23441.30	321926	140783.01	56
46-03	REPAIR/MAINT-VEHICLES	19376	23696.73	122	174102	147590.97	85	4935.57	232295	79768.46	66
46-05	HYDRANT FEES	16894	17459.28	103	152046	157133.52	103	.00	202734	45600.48	78
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	166108	168109.49	101	1409084	1223105.00	87	314309.62	1907521	370106.38	81
47-00	PRINTING & BINDING	12067	8903.41	74	109376	80143.97	73	48228.60	145640	17267.43	88
47 **	PRINTING & BINDING	12067	8903.41	74	109376	80143.97	73	48228.60	145640	17267.43	88
48-00	PROMOTIONAL ACTIVITIES	2704	131.99	5	26325	17245.14	66	478.89	34467	16742.97	51
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	7497	.00	0	.00	10000	10000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	3537	131.99	4	33822	17245.14	51	478.89	44467	26742.97	40
49-00	OTHER CHARGES & OBLIG.	38482	3692.96	10	246742	240190.56	97	67840.82	362248	54216.62	85
49-02	ADVERTISING	68	.00	0	612	299.85	49	.00	825	525.15	36
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	.00	0	11250	915.48	8	.00	15000	14084.52	6
49-07	BAD DEBT EXPENSE	12499	3819.57-	31-	112491	45044.27-	40-	.00	150000	195044.27	30-
49-08	CASH OVER/SHORT	0	.00	0	0	13.95	0	.00	0	13.95-	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	1666	.00	0	14994	10000.00	67	.00	20000	10000.00	50
49 **	OTHER CHARGES & OBLIG.	53965	126.61-	0	386089	206375.57	54	67840.82	548073	273856.61	50
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	83701	39219.69	47	722718	630902.97	87	78757.72	973959	264298.31	73
52-02	UNIFORMS	1727	280.35	16	15543	18254.93	117	725.07	20730	1750.00	92

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
52-05	EMS 1st RESP-CONSUM SUPP	2596	6939.42	267	29028	24567.95	85	3603.56	36818	8646.49	77
52-07	JANITORIAL SUPPLIES	2513	2123.41	85	22617	16934.66	75	765.00	30186	12486.34	59
52-10	HEATING FUEL	266	199.86	75	2028	1919.96	95	725.04	2825	180.00	94
52-11	JAG GRANT	2764	.00	0	16584	21000.00	127	.00	24879	3879.00	84
52-30	FUEL, OIL, & LUBRICANTS	21621	14806.11	69	194589	128054.95	66	.00	259511	131456.05	49
52-33	EMPLOYEE HEALTH CENTER	7600	254.94	3	68400	40621.28	59	50578.72	91200	.00	100
52 **	OPERATING SUPPLIES	122788	63823.78	52	1071507	882256.70	82	135155.11	1440108	422696.19	71
53-00	ROAD MATERIALS/SUPPLIES	1250	.00	0	11250	16149.70	144	1480.10	15000	2629.80-	118
53 **	ROAD MATERIALS/SUPPLIES	1250	.00	0	11250	16149.70	144	1480.10	15000	2629.80-	118
54-00	MEMBERSHIP/PUBLICATIONS	5444	125.00	2	48948	50419.23	103	.00	65393	14973.77	77
54 **	MEMBERSHIP/PUBLICATIONS	5444	125.00	2	48948	50419.23	103	.00	65393	14973.77	77
55-00	TRAINING	8594	125.00	2	82188	46200.74	56	6680.00	108080	55199.26	49
55-01	EDA PROGRAM	833	.00	0	7497	1009.54	14	.00	10000	8990.46	10
55 **	TRAINING	9427	125.00	1	89685	47210.28	53	6680.00	118080	64189.72	46
56-15	IT-RELATED OPERATING EXP	0	1228.00	0	0	1228.00	0	.00	0	1228.00-	0
56-16	EMS DATA COLLECTION-BEMO	6108	16530.00	271	18324	16530.00	90	.00	36650	20120.00	45
56 **	TECHNOLOGY SYSTEMS	6108	17758.00	291	18324	17758.00	97	.00	36650	18892.00	49
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	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	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
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	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	81300	.00	0	683907	621772.98	91	.00	927800	306027.02	67
63 **	INFRASTRUCTURE	81300	.00	0	683907	621772.98	91	.00	927800	306027.02	67
64-00	MACHINERY AND EQUIPMENT	56389	.00	0	520317	433819.21	83	123356.64	689531	132355.15	81
64-01	JAG GRANT	691-	.00	0	2073	.00	0	.00	0	.00	0
64-15	IT HARDWARE	7256	.00	0	73321	57109.44	78	27401.10	95134	10623.46	89
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	62954	.00	0	595711	490928.65	82	150757.74	784665	142978.61	82
68-10	SFTWR & OTHER INTANGIBLES	1024	.00	0	14235	15000.00	105	.00	17320	2320.00	87
68 **	INTANGIBLE ASSETS	1024	.00	0	14235	15000.00	105	.00	17320	2320.00	87
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	83415	.00	0	750735	1000986.00	133	.00	1000986	.00	100
81 **	AIDS TO GOVT AGENCY	83415	.00	0	750735	1000986.00	133	.00	1000986	.00	100
82-01	ECON DEV INCENTIVE CONTR	500857	.00	0	503428	6000.00	1	.00	2006000	2000000.00	0
82 **	AID PRIVATE ORGANIZATION	500857	.00	0	503428	6000.00	1	.00	2006000	2000000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	15115	.00	0	100320	50000.00	50	.00	145673	95673.00	34
83 **	OTHER GRANTS AND AIDS	15115	.00	0	100320	50000.00	50	.00	145673	95673.00	34

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
91-03	CDBG (103)	336076	.00	0	336076	.00	0	.00	1344306	1344306.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	SEC 108 LOAN GUARANTEE	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	38811-	.00	0	116429	.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	293750	.00	0	2643750	.00	0	.00	3525000	3525000.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	143270	.00	0	1289430	.00	0	.00	1719250	1719250.00	0
91-33	CP 303 FISKE BV CMPLT STR	125000	.00	0	1125000	.00	0	.00	1500000	1500000.00	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	859285	.00	0	5510685	.00	0	.00	8088556	8088556.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	4499188	2272888.42	51	33886038	24143788.43	71	1869023.82	47341321	21328508.75	55
GRAND	TOTAL *********										
		4499188	2272888.42	51	33886038	24143788.43	71	1869023.82	47341321	21328508.75	55

FY 2019 Budget by Classification Report - Summary Listing

6/30/2019

Target for June 2019 is 75%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,075,989		$ 1,907,200	$ 168,789	92%
CHARGES FOR SERVICES	$ 57,603,822		$ 46,442,887	$ 11,160,935	81%
MISCELLANEOUS	$ 225,039		$ 486,880	$ (261,841)	216%
OTHER SOURCES (NON-REVENUE)	$ 9,403,435		$ 1,000,732	$ 8,402,703	11%
REVENUE TOTALS	**$ 69,308,285**	-	**$ 49,837,699**	**$ 19,470,586**	**72%**
EXPENSE					
SALARIES AND BENEFITS	$ 15,165,873	$ -	$ 8,830,072	$ 6,335,801	58%
OPERATING EXPENDITURES	$ 25,359,546	$ 6,271,010	$ 12,912,342	$ 6,176,194	76%
CAPITAL OUTLAY	$ 9,219,852	$ 4,587,729	$ 1,424,993	$ 3,207,130	65%
GRANTS, AIDS AND OTHER	$ 19,563,014	$ -	$ 15,094,327	$ 4,468,687	77%
EXPENSE TOTALS	**$ 69,308,285**	**$ 10,858,739**	**$ 38,261,734**	**$ 20,187,812**	71%
REVENUE TOTALS	**$ 69,308,285**	**$ -**	**$ 49,837,699**	**$ 19,470,586**	**72%**
EXPENSE TOTALS	**$ 69,308,285**	**$ 10,858,739**	**$ 38,261,734**	**$ 20,187,812**	**71%**
	$ -	**$ (10,858,739)**	**$ 11,575,965**	**$ (717,226)**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	79,910	174,500.00	218	719,190	1,071,525.00	149	958,928	112,597.00-
03 11	WATER - COMMERCIAL	83,172	.00		748,548	696,100.00	93	998,067	301,967.00
03 20	SEWER - RESIDENTIAL	892	.00		8,028	116,450.00	1451	10,710	105,740.00-
03 21	SEWER - COMMERCIAL	9,023	.00		81,207	23,125.00	29	108,284	85,159.00
03 *	IMPACT FEES	172,997	174,500.00	101	1,556,973	1,907,200.00	123	2,075,989	168,789.00
324 **	IMPACT FEES	172,997	174,500.00	101	1,556,973	1,907,200.00	123	2,075,989	168,789.00
320 ***	OTHER PERMITS & FEES	172,997	174,500.00	101	1,556,973	1,907,200.00	123	2,075,989	168,789.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	78,063.19		0	78,063.19-
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	78,063.19		0	78,063.19-
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	13,010.53		0	13,010.53-
334 **	STATE GRANT	0	.00		0	13,010.53		0	13,010.53-
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	91,073.72		0	91,073.72-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	4,061,080	4,527,996.00	112	36,549,720	38,884,087.52	106	48,732,963	9,848,875.48
33 00	WATER CONNECTION FEE	20,000	48,930.00	245	180,000	439,935.99	244	240,000	199,935.99-
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	48,930.00	245	180,000	439,935.99	244	240,000	199,935.99-
36 00	WATER HYDRANT FEES	226,051	275,704.26	122	2,034,459	2,471,991.72	122	2,712,623	240,631.28
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	900.00	677	1,197	5,700.00	476	1,600	4,100.00-
39 07	BACKFLOW DEVICE TEST	12,083	16,173.73	134	108,747	142,844.93	131	145,000	2,155.07
39 08	JUMPER METERS	58	200.00	345	522	850.00	163	700	150.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	5,000.00	500	9,000	33,100.00	368	12,000	21,100.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	5.42	13	369	348.78	95	500	151.22
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	22,279.15	167	119,835	182,843.71	153	159,800	23,043.71-
51 00	SEWER SALES	449,347	457,322.06	102	4,044,123	4,166,635.82	103	5,392,166	1,225,530.18
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	449,347	457,322.06	102	4,044,123	4,166,635.82	103	5,392,166	1,225,530.18
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	750.52	145	4,644	6,500.20	140	6,200	300.20-
60 00	REUSE WATER	29,422	32,627.34	111	264,798	270,170.67	102	353,070	82,899.33
60 01	REUSE WATER INSTALLATION	583	501.68	86	5,247	20,721.72	395	7,000	13,721.72-
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	30,005	33,129.02	110	270,045	290,892.39	108	360,070	69,177.61
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,800,314	5,366,111.01	112	43,202,826	46,442,887.35	108	57,603,822	11,160,934.65
340 ***	CHARGES FOR SERVICES	4,800,314	5,366,111.01	112	43,202,826	46,442,887.35 ✓	108	57,603,822 ✓	11,160,934.65
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	13,228	4,595.70	35	119,052	54,763.48	46	158,739	103,975.52
10 10	SBA	0	.00		0	.23		0	.23-
10 *	INTEREST	13,228	4,595.70	35	119,052	54,763.71	46	158,739	103,975.29
20 00	DIVIDENDS	0	.00		0	857.16		0	857.16-
38 00	NET INC/DEC FMV INVEST	0	.00		0	16,335,171.31- ✓1		0	16,335,171.31
40 00	GAIN/LOSS SALE INVEST	0	.00		0	189.60-		0	189.60
40 02	UNREALIZED GAIN/LOSS	0	.00		0	54,618.17		0	54,618.17-
40 *	GAIN/LOSS SALE INVEST	0	.00		0	54,428.57		0	54,428.57-

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
361	**	INTEREST & OTHER EARNINGS	13,228	4,595.70	35	119,052	16,225,121.87-	3629	158,739	16,383,860.87
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	108	.00		972	1,300.00	134	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		972	1,300.00	134	1,300	.00
364		DISPOSITION FIXED ASSETS								
	00 00	DISPOSITION FIXED ASSETS	1,250	.00		11,250	25,849.35	230	15,000	10,849.35-
	10 00	GAIN/LOSS	0	.00		0	12,978.56		0	12,978.56-
364	**	DISPOSITION FIXED ASSETS	1,250	.00		11,250	38,827.91	345	15,000	23,827.91-
365		SALES OF SURPLUS SCRAP								
	00 00	SALES OF SURPLUS SCRAP	833	2,631.00	316	7,497	8,942.50	119	10,000	1,057.50
365	**	SALES OF SURPLUS SCRAP	833	2,631.00	316	7,497	8,942.50	119	10,000	1,057.50
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	4,535.94	136	29,997	336,439.98	1122	40,000	296,439.98-
	90 06	SETTLEMENTS	0	.00		0	.00		0	.00
	90 *	OTHER MISC REVENUES	3,333	4,535.94	136	29,997	336,439.98	1122	40,000	296,439.98-
	96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	10,295.50		0	10,295.50-
369	**	OTHER MISC REVENUES	3,333	4,535.94	136	29,997	346,735.48	1156	40,000	306,735.48-
360	***	MISCELLANEOUS REVENUES	18,752	11,762.64	63	168,768	15,829,315.98-	9379	225,039	16,054,354.98
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 COCOA CRA (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	350,456.27		0	350,456.27-
	91 26	WS CPTL PROJ 2018B (426)	318,988	.00		1,913,928	.00		2,870,896	2,870,896.00
	91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
	91 *	TRANSFER FROM	318,988	.00		1,913,928	350,456.27	18	2,870,896	2,520,439.73

+16,225,121.87 = 395,805.89

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
381	**	INTERFUND TRANSFER	318,988	.00		1,913,928	350,456.27	18	2,870,896	2,520,439.73
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
30	00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41	00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42	00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81	00	CONTRIBUTION LIFT STATION	0	.00		0	145,525.00		0	145,525.00-
82	00	CONTRIBUTION S MAINLAND	0	887.98		0	148,406.45		0	148,406.45-
83	00	CONTRIBUTION VIERA	0	71,869.07		0	356,344.24		0	356,344.24-
83	01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83	*	CONTRIBUTION VIERA	0	71,869.07		0	356,344.24		0	356,344.24-
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	451,056	.00		5,179,352	.00		6,532,539	6,532,539.00
99	51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99	*	BALANCE FORWARD	451,056	.00		5,179,352	.00		6,532,539	6,532,539.00
389	**	NON OPERATING SOURCES	451,056	72,757.05	16	5,179,352	650,275.69	13	6,532,539	5,882,263.31
380	***	OTHER SOURCES(NON-REV)	770,044	72,757.05	9	7,093,280	1,000,731.96	14	9,403,435	8,402,703.04
FUND TOTAL		WATER/SEWER ENTERPRISE	5,762,107	5,625,130.70	98	52,021,847	33,612,577.05	65	69,308,285	35,695,707.95

49,837,699

19,470,586

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	727719	578226.70	80	6568989	5612317.97	85	.00	8752187	3139869.03	64
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	1865	25628.13	1374	5595	38901.89	695	.00	11182	27719.89-	348
12 **	REGULAR SALARIES & WAGES	729584	603854.83	83	6574584	5651219.86	86	.00	8763369	3112149.14	65
13-00	OTHER SALARIES & WAGES	46592	49967.10	107	416076	362444.11	87	.00	555883	193438.89	65
13 **	OTHER SALARIES & WAGES	46592	49967.10	107	416076	362444.11	87	.00	555883	193438.89	65
14-00	OVERTIME	40229	38754.25	96	362061	384273.09	106	.00	482784	98510.91	80
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	40229	38754.25	96	362061	384273.09	106	.00	482784	98510.91	80
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	1695	360.00	21	13469	19354.23	144	.00	18575	779.23-	104
20 **	CLOTHING/SHOE ALLOWANCE	1695	360.00	21	13469	19354.23	144	.00	18575	779.23-	104
21-00	FICA TAXES	60337	51211.39	85	543033	472664.13	87	.00	724098	251433.87	65
21 **	FICA TAXES	60337	51211.39	85	543033	472664.13	87	.00	724098	251433.87	65
22-00	RETIREMENT CONTRIBUTIONS	111416	61173.19	55	808200	843938.88	104	.00	1142470	298531.12	74
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	111416	61173.19	55	808200	843938.88	104	.00	1142470	298531.12	74
23-00	LIFE/HEALTH INSURANCE	215001	368523.80	171	1935009	1662841.18	86	.00	2580051	917209.82	64
23-02	LIFE/HEALTH RETIREES	19783	78416.94-	396-	178047	166320.79	93	.00	237406	71085.21	70
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	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	234784	290106.86	124	2113056	1829161.97	87	.00	2817457	988295.03	65

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
24-00	WORKER'S COMPENSATION	41496	31192.47	75	373464	304836.25	82	.00	497975	193138.75	61
24 **	WORKER'S COMPENSATION	41496	31192.47	75	373464	304836.25	82	.00	497975	193138.75	61
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	3744	3300.00	88	.00	5000	1700.00	66
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	3744	3300.00	88	.00	5000	1700.00	66
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	BENEFIT OFFSET	13477	11800.00	88	117831	97300.00	83	.00	158262	60962.00	62
27 **	BENEFIT OFFSET	13477	11800.00	88	117831	97300.00	83	.00	158262	60962.00	62
31-00	PROFESSIONAL SERVICES	44194	9086.00	21	355119	88153.23	25	105717.54	487724	293853.23	40
31-01	LEGAL EXPENSES	6666	1868.50	28	59994	8306.50	14	16693.50	80000	55000.00	31
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	38256	86961.64	227	362258	326710.07	90	139901.43	477042	10430.50	98
31-33	EMPLOYEE HEALTH CENTER	10762	4356.66	41	96858	80688.39	83	48461.61	129150	.00	100
31 **	PROFESSIONAL SERVICES	99878	102272.80	102	874229	503858.19	58	310774.08	1173916	359283.73	69
32-00	ACCOUNTING & AUDITING	3333	.00	0	29997	40000.00	133	.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	.00	0	29997	40000.00	133	.00	40000	.00	100
34-00	CONTRACT SERVICES	80336	598230.53	745	984534	740177.80	75	151500.58	1225588	333909.62	73
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	475140	475141.00	100	4276260	4276269.00	100	.00	5701690	1425421.00	75
34 **	CONTRACT SERVICES	555476	1073371.53	193	5260794	5016446.80	95	151500.58	6927278	1759330.62	75
39-00	CONTINGENCY	102340-	.00	0	564053	.00	0	.00	257054	257054.00	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	102340-	.00	0	564053	.00	0	.00	257054	257054.00	0
40-00	TRAVEL AND PER DIEM	2583	437.00	17	23247	10279.77	44	.00	31041	20761.23	33

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
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	2583	437.00	17	23247	10279.77	44	.00	31041	20761.23	33
41-00	COMMUNICATION	9979	4795.31	48	89811	78216.89	87	38094.01	119773	3462.10	97
41 **	COMMUNICATION	9979	4795.31	48	89811	78216.89	87	38094.01	119773	3462.10	97
42-00	FREIGHT & POSTAGE SERVICE	3192	3960.13	124	28538	23413.64	82	7195.52	38149	7539.84	80
42 **	FREIGHT & POSTAGE SERVICE	3192	3960.13	124	28538	23413.64	82	7195.52	38149	7539.84	80
43-00	ELECTRIC/WATER/SEWER	188983	142033.07	75	1700847	1123373.72	66	1114443.59	2267816	29998.69	99
43 **	ELECTRIC/WATER/SEWER	188983	142033.07	75	1700847	1123373.72	66	1114443.59	2267816	29998.69	99
44-00	RENTAL AND LEASES	2744	400.00	15	24696	17293.28	70	1200.00	32950	14456.72	56
44 **	RENTAL AND LEASES	2744	400.00	15	24696	17293.28	70	1200.00	32950	14456.72	56
45-00	INSURANCE	36217	103334.56	285	321273	422537.77	132	.00	429958	7420.23	98
45 **	INSURANCE	36217	103334.56	285	321273	422537.77	132	.00	429958	7420.23	98
46-00	REPAIRS & MAINTENANCE	760495	843748.10	111	5567475	4926178.81	89	1836917.30	7849000	1085903.89	86
46-02	REPAIR/MAINT BUILDING	35250	2678.00	8	319126	54284.76	17	2592.76	424891	368013.48	13
46-03	REPAIR/MAINT-VEHICLES	16330	16460.91	101	143808	133939.35	93	.00	192842	58902.65	70
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	812075	862887.01	106	6030409	5114402.92	85	1839510.06	8466733	1512820.02	82
47-00	PRINTING & BINDING	605	53.85	9	5431	505.10	9	4673.08	7280	2101.82	71
47 **	PRINTING & BINDING	605	53.85	9	5431	505.10	9	4673.08	7280	2101.82	71
48-00	PROMOTIONAL ACTIVITIES	1666	300.00	18	14994	4403.46	29	.00	20000	15596.54	22
48 **	PROMOTIONAL ACTIVITIES	1666	300.00	18	14994	4403.46	29	.00	20000	15596.54	22
49-00	OTHER CHARGES & OBLIG.	3309	9835.09	297	29781	27220.88	91	2010.00	39755	10524.12	74
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	4290.63-	29-	131247	50600.03-	39-	.00	175000	225600.03	29-
49-08	CASH OVER & UNDER	25	17.98	72	225	233.99	104	.00	300	66.01	78

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
49-09	DOCUMENT RECORDING CHGS	250	440.00-	176-	2250	582.90-	26-	.00	3000	3582.90	19-
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.	18167	5122.44	28	163503	23728.06-	15-	2010.00	218055	239773.06	10-
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	72692	29540.38	41	554864	588654.17	106	44062.30	772954	140237.53	82
52-07	JANITORIAL SUPPLIES	852	239.94	28	7668	3836.35	50	.00	10240	6403.65	38
52-09	CHEMICALS	323863	213172.38	66	2914767	2247065.78	77	1567288.69	3886360	72005.53	98
52-30	FUEL OIL & LUBRICANTS	26611	33276.56	125	239499	200141.42	84	28614.95	319370	90613.63	72
52-33	EMPLOYEE HEALTH CENTER	5466	183.38	3	49194	29179.49	59	36420.51	65600	.00	100
52 **	OPERATING SUPPLIES	429484	276412.64	64	3765992	3068877.21	82	1676386.45	5054524	309260.34	94
53-00	ROAD MATERIALS/SUPPLIES	3748	889.60	24	33732	10397.53	31	27805.12	45000	6797.35	85
53 **	ROAD MATERIALS/SUPPLIES	3748	889.60	24	33732	10397.53	31	27805.12	45000	6797.35	85
54-00	MEMBERSHIP/PUBLICATIONS	3083	67.06	2	27747	31830.51	115	.00	37026	5195.49	86
54 **	MEMBERSHIP/PUBLICATIONS	3083	67.06	2	27747	31830.51	115	.00	37026	5195.49	86
55-00	TRAINING	11028	2012.00	18	95366	48582.23	51	11979.00	128493	67931.77	47
55-01	EDA PROGRAM	625	.00	0	5625	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11653	2012.00	17	100991	48582.23	48	11979.00	135993	75431.77	45
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	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	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62-00	BUILDINGS	5416	.00	0	48744	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	48744	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	652313	544663.57	84	6030844	1463161.25	24	3530059.99	7987811	2994589.76	63
63 **	INFRASTRUCTURE	652313	544663.57	84	6030844	1463161.25	24	3530059.99	7987811	2994589.76	63
64-00	MACHINERY & EQUIPMENT	90690	179277.08	198	658235	679926.32	103	173393.20	930343	77023.48	92
64-15	IT HARDWARE	419	.00	0	8712	.00	0	.00	10000	10000.00	0
64 **	MACHINERY & EQUIPMENT	91109	179277.08	197	666947	679926.32	102	173393.20	940343	87023.48	91
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	23789	27009.55	114	212330	32855.57	16	137583.05	283698	113259.38	60
68 **	INTANGIBLE ASSETS	23789	27009.55	114	212330	32855.57	16	137583.05	283698	113259.38	60
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
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	464881.18	0	.00	0	464881.18-	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	464881.18	0	.00	0	464881.18-	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	747	.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	747	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	590999	590999.00	100	5318991	5318991.00	100	.00	7091990	1772999.00	75
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	930092	177405.60	19	8387640	9217451.61	110	.00	11177915	1960463.39	83
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	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
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1521091	768404.60	51	13706631	14536442.61	106	.00	18269905	3733462.39	80
95-01	6% ILO FRANCHISE FEE	107675	107676.00	100	969075	969084.00	100	.00	1292109	323025.00	75
95 **	NONOPERATING	107675	107676.00	100	969075	969084.00	100	.00	1292109	323025.00	75
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	5762028	5343799.89	93	52021120	43605534.41	84	9026607.73	69308285	16676142.86	76
GRAND	TOTAL *********										
		5762028	5343799.89	93	52021120	43605534.41	84	9026607.73	69308285	16676142.86	76

FY 2019 Budget by Classification Report - Summary Listing

6/30/2019

Target for June 2019 is 75%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,479,710		$ 1,268,484	$ 211,226	86%
MISCELLANEOUS	$ 23,856		$ 2,739	$ 21,117	11%
OTHER SOURCES (NON-REVENUE)	$ 90,920		$ -	$ 90,920	0%
REVENUE TOTALS	**$ 1,594,486**	**$ -**	**$ 1,271,223**	**$ 323,263**	**80%**
EXPENSE					
SALARIES AND BENEFITS	$ 709,711	$ -	$ 442,887	$ 266,824	62%
OPERATING EXPENDITURES	$ 580,678	$ 151,538	$ 289,599	$ 139,541	76%
CAPITAL OUTLAY	$ 304,097	$ 203,703	$ 1,808	$ 98,586	68%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,594,486**	**$ 355,241**	**$ 734,294**	**$ 504,951**	**68%**
REVENUE TOTALS	**$ 1,594,486**	**$ -**	**$ 1,271,223**	**$ 323,263**	**80%**
EXPENSE TOTALS	**$ 1,594,486**	**$ 355,241**	**$ 734,294**	**$ 504,951**	**68%**
	$ -	**$ (355,241)**	**$ 536,929**	**$ (181,688)**	

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
39	10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50	01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
30	00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	02	CHURCH STREET BAFFLE BOX	1,738	.00		15,642	.00		20,856	20,856.00
338	**	SHARED REVENUE LOCAL UNIT	1,738	.00		15,642	.00		20,856	20,856.00
330	***	INTERGOVERNMENTAL REVENUE	1,738	.00		15,642	.00		20,856	20,856.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
39	05	NSF CHECKS	0	.00		0	.00		0	.00
91	00	STORMWATER FEES	123,309	143,434.77	116	1,109,781	1,268,484.39	114	1,479,710	211,225.61
91	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91	*	STORMWATER FEES	123,309	143,434.77	116	1,109,781	1,268,484.39	114	1,479,710	211,225.61
343	**	PHYSICAL ENVIRONMENT	123,309	143,434.77	116	1,109,781	1,268,484.39	114	1,479,710	211,225.61
340	***	CHARGES FOR SERVICES	123,309	143,434.77	116	1,109,781	1,268,484.39	114	1,479,710	211,225.61
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	250	331.56	133	2,250	1,932.25	86	3,000	1,067.75
10	10	SBA	0	.00		0	.00		0	.00
10	*	INTEREST	250	331.56	133	2,250	1,932.25	86	3,000	1,067.75
20	00	DIVIDENDS	0	.00		0	7.09		0	7.09-
38	00	NET INC/DEC FMV INVEST	0	.00		0	193,463.82-		0	193,463.82
40	00	GAIN/LOSS SALE INVEST	0	.00		0	3.36-		0	3.36
40	02	UNREALIZED GAIN/LOSS	0	.00		0	802.75		0	802.75-
40	*	GAIN/LOSS SALE INVEST	0	.00		0	799.39		0	799.39-
361	**	INTEREST & OTHER EARNINGS	250	331.56	133	2,250	190,725.09-	8477	3,000	193,725.09

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
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
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	331.56	133	2,250	190,725.09-	8477	3,000	193,725.09
	+ 193,463.82 = 2738.73								
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	38,811-	.00		116,429	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	38,811-	.00		116,429	.00		0	.00
381 **	INTERFUND TRANSFER	38,811-	.00		116,429	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
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	10,433	.00		59,626	.00		90,920	90,920.00
99 *	BALANCE FORWARD	10,433	.00		59,626	.00		90,920	90,920.00
389 **	NON OPERATING SOURCES	10,433	.00		59,626	.00		90,920	90,920.00
380 ***	OTHER SOURCES(NON-REV)	28,378-	.00		176,055	.00		90,920	90,920.00
FUND TOTAL	STORMWATER UTILITY	96,919	143,766.33	148	1,303,728	1,077,759.30	83	1,594,486	516,726.70
						1,271,223			323.263

REPORT SELECTIONS

Fiscal year . . . . . : 2019
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	33154	26798.31	81	298386	251084.84	84	.00	397853	146768.16	63
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	33154	26798.31	81	298386	251084.84	84	.00	397853	146768.16	63
13-00	OTHER SALARIES & WAGES	3674	3354.21	91	33066	31864.94	96	.00	44089	12224.06	72
13 **	OTHER SALARIES & WAGES	3674	3354.21	91	33066	31864.94	96	.00	44089	12224.06	72
14-00	OVERTIME	416	1273.01	306	3744	4095.70	109	.00	5000	904.30	82
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	416	1273.01	306	3744	4095.70	109	.00	5000	904.30	82
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	405	240.00	59	.00	550	310.00	44
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	405	240.00	59	.00	550	310.00	44
21-00	FICA TAXES	2710	2357.18	87	23940	21387.63	89	.00	32076	10688.37	67
21 **	FICA TAXES	2710	2357.18	87	23940	21387.63	89	.00	32076	10688.37	67
22-00	RETIREMENT CONTRIBUTIONS	3483	2941.41	85	31347	26968.81	86	.00	41798	14829.19	65
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3483	2941.41	85	31347	26968.81	86	.00	41798	14829.19	65
23-00	LIFE/HEALTH INSURANCE	10071	16596.96	165	90639	69030.66	76	.00	120858	51827.34	57
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	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	10071	16596.96	165	90639	69030.66	76	.00	120858	51827.34	57
24-00	WORKER'S COMPENSATION	4833	3461.93	72	43497	32964.28	76	.00	58003	25038.72	57

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
24 **	WORKER'S COMPENSATION	4833	3461.93	72	43497	32964.28	76	.00	58003	25038.72	57
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	BENEFIT OFFSET	941	680.00	72	6663	5250.00	79	.00	9484	4234.00	55
27 **	BENEFIT OFFSET	941	680.00	72	6663	5250.00	79	.00	9484	4234.00	55
31-00	PROFESSIONAL SERVICES	38987	24431.00	63	180873	111607.00	62	131582.00	297841	54652.00	82
31-01	LEGAL EXPENSES	41	.00	0	369	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	525	212.52	41	4725	3936.03	83	2363.97	6300	.00	100
31 **	PROFESSIONAL SERVICES	39553	24643.52	62	185967	115543.03	62	133945.97	304641	55152.00	82
34-00	CONTRACT SERVICES	600	963.62	161	5400	3826.17	71	3236.62	7200	137.21	98
34-10	COST OF GENERAL FUND SVCS	7861	7862.00	100	70749	70758.00	100	.00	94343	23585.00	75
34 **	CONTRACT SERVICES	8461	8825.62	104	76149	74584.17	98	3236.62	101543	23722.21	77
39-00	CONTINGENCY	180	.00	0	3870	.00	0	.00	4415	4415.00	0
39 **	CONTINGENCY	180	.00	0	3870	.00	0	.00	4415	4415.00	0
40-00	TRAVEL & PER DIEM	400	222.00	56	3600	1533.64	43	.00	4800	3266.36	32
40 **	TRAVEL & PER DIEM	400	222.00	56	3600	1533.64	43	.00	4800	3266.36	32
41-00	COMMUNICATION	102	.00	0	918	629.82	69	594.18	1224	.00	100
41 **	COMMUNICATION	102	.00	0	918	629.82	69	594.18	1224	.00	100
42-00	POSTAGE & FREIGHT	62	31.08	50	558	248.53	45	175.00	750	326.47	57
42 **	POSTAGE & FREIGHT	62	31.08	50	558	248.53	45	175.00	750	326.47	57
43-00	ELECTRIC/WATER/SEWER	1492	1007.56	68	12972	8180.00	63	9925.73	17456	649.73-	104
43 **	ELECTRIC/WATER/SEWER	1492	1007.56	68	12972	8180.00	63	9925.73	17456	649.73-	104
44-00	RENTALS AND LEASES	416	.00	0	3744	.00	0	.00	5000	5000.00	0
44 **	RENTALS AND LEASES	416	.00	0	3744	.00	0	.00	5000	5000.00	0
45-00	INSURANCE	1312	2117.89	161	4608	8490.63	184	.00	8554	63.37	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
45 **	INSURANCE	1312	2117.89	161	4608	8490.63	184	.00	8554	63.37	99
46-00	REPAIRS & MAINTENANCE	3049	1066.28	35	27897	16606.00	60	382.16	37044	20055.84	46
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3025	817.31	27	26797	32313.73	121	.00	35873	3559.27	90
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6074	1883.59	31	54694	48919.73	89	382.16	72917	23615.11	68
47-00	PRINTING & BINDING	83	.00	0	747	571.21	77	.00	1000	428.79	57
47 **	PRINTING & BINDING	83	.00	0	747	571.21	77	.00	1000	428.79	57
49-00	OTHER CHARGES & OBLIG.	208	.00	0	1872	516.67	28	400.00	2500	1583.33	37
49-07	BAD DEBT EXPENSE	833	95.28-	11-	7497	2042.74-	27-	.00	10000	12042.74	20-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	1041	95.28-	9-	9369	1526.07-	16-	400.00	12500	13626.07	9-
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	1178	6388.81	542	10602	14137.47	133	1092.95	14144	1086.42-	108
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1911	1565.15	82	17199	14507.60	84	.00	22934	8426.40	63
52-33	EMPLOYEE HEALTH CENTER	266	8.94	3	2394	1414.12	59	1785.88	3200	.00	100
52 **	OPERATING SUPPLIES	3355	7962.90	237	30195	30059.19	100	2878.83	40278	7339.98	82
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	91	.00	0	819	650.00	79	.00	1100	450.00	59
54 **	MEMBERSHIP/PUBLICATIONS	91	.00	0	819	650.00	79	.00	1100	450.00	59
55-00	TRAINING	375	.00	0	3375	1715.01	51	.00	4500	2784.99	38
55 **	TRAINING	375	.00	0	3375	1715.01	51	.00	4500	2784.99	38

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
FUND 423	STORMWATER UTILITY										
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	25417-	.00	0	380342	1808.00	1	203702.94	304097	98586.06	68
63 **	INFRASTRUCTURE	25417-	.00	0	380342	1808.00	1	203702.94	304097	98586.06	68
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	96907	104061.89	107	1303614	734293.75	56	355241.43	1594486	504950.82	68
GRAND	TOTAL *********										
		96907	104061.89	107	1303614	734293.75	56	355241.43	1594486	504950.82	68

FY 2019 Budget by Classification Report - Summary Listing

6/30/2019

Target for June 2019 is 75%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 171,717	$ (171,717)	100%
OTHER SOURCES (NON-REVENUE)	$ 26,717,181		$ 41,472,377	$ (14,755,196)	155%
REVENUE TOTALS	**$ 26,717,181**	**$ -**	**$ 41,644,094**	**$ (14,926,913)**	**156%**
EXPENSE					
CAPITAL OUTLAY	$ 26,717,181	$ 923,665	$ 1,608,465	$ 24,185,051	9%
EXPENSE TOTALS	**$ 26,717,181**	**$ 923,665**	**$ 1,608,465**	**$ 24,185,051**	**9%**
REVENUE TOTALS	**$ 26,717,181**	**$ -**	**$ 41,644,094**	**$ (14,926,913)**	**156%**
EXPENSE TOTALS	**$ 26,717,181**	**$ 923,665**	**$ 1,608,465**	**$ 24,185,051**	**9%**
	$ -	$ (923,665)	$ 40,035,629	$ (39,111,964)	

CITY OF COCOA, FLORIDA

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	32,562.98		0	171,717.42		0	171,717.42-
38 00	NET INC/DEC FMV INVEST	0	.00		0	.00		0	.00
40 00	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/LOSS	0	.00		0	.00		0	.00
40 *	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	32,562.98		0	171,717.42		0	171,717.42-
360 ***	MISCELLANEOUS REVENUES	0	32,562.98		0	171,717.42		0	171,717.42-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	41,472,377.00		0	41,472,377.00-
91 *	TRANSFER FROM	0	.00		0	41,472,377.00		0	41,472,377.00-
381 **	INTERFUND TRANSFER	0	.00		0	41,472,377.00		0	41,472,377.00-
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,390,175	.00		19,546,665	.00		26,717,181	26,717,181.00
99 *	BALANCE FORWARD	2,390,175	.00		19,546,665	.00		26,717,181	26,717,181.00
389 **	NON OPERATING SOURCES	2,390,175	.00		19,546,665	.00		26,717,181	26,717,181.00
380 ***	OTHER SOURCES(NON-REV)	2,390,175	.00		19,546,665	41,472,377.00	212	26,717,181	14,755,196.00-
FUND TOTAL	WS CPTL PROJ 2018B	2,390,175	32,562.98	1	19,546,665	41,644,094.42	213	26,717,181	14,926,913.42-

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	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	2071186	244819.90	12	17632731	1608464.97	9	923664.92	23846285	21314155.11	11
63 **	INFRASTRUCTURE	2071186	244819.90	12	17632731	1608464.97	9	923664.92	23846285	21314155.11	11
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	318988	.00	0	1913928	.00	0	.00	2870896	2870896.00	0
91 **	INTERFUND TRANSFER	318988	.00	0	1913928	.00	0	.00	2870896	2870896.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	2390174	244819.90	10	19546659	1608464.97	8	923664.92	26717181	24185051.11	10
GRAND	TOTAL *********										
		2390174	244819.90	10	19546659	1608464.97	8	923664.92	26717181	24185051.11	10

Legislation Details (With Text)

File #:	19-371	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/30/2019			**In control:**	City Council
On agenda:	8/14/2019			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the months of April, May, and June, 2019. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Apr 2019 Council Report by District MAY 2019 Council Report by District JUN 2019 Council Report by District .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2019
Agenda Date: August 10, 2019
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

The Cocoa Police Department tracks and reports a monthly breakdown of event statistics by District.

These reports illustrate total incidents, reports written and Patrol checks. They also show incidents and case reports by shift, hour of the day and the total crime that are Uniform Crime reportable.

Attached are the reports for April, May and June 2019.

STRATEGIC PLAN CONNECTION:

Crime - Public Safety

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

Cocoa Police Department
Council Report

April 2019

Prepared by Dailaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 Case Reports 5
District 2 Case Reports 6
District 3 Case Reports 6
District 4 Case Reports 7
Locations of Incidents 8
Incidents and Case Reports by Shift 9
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month – 2019 ,2018, & 2017 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

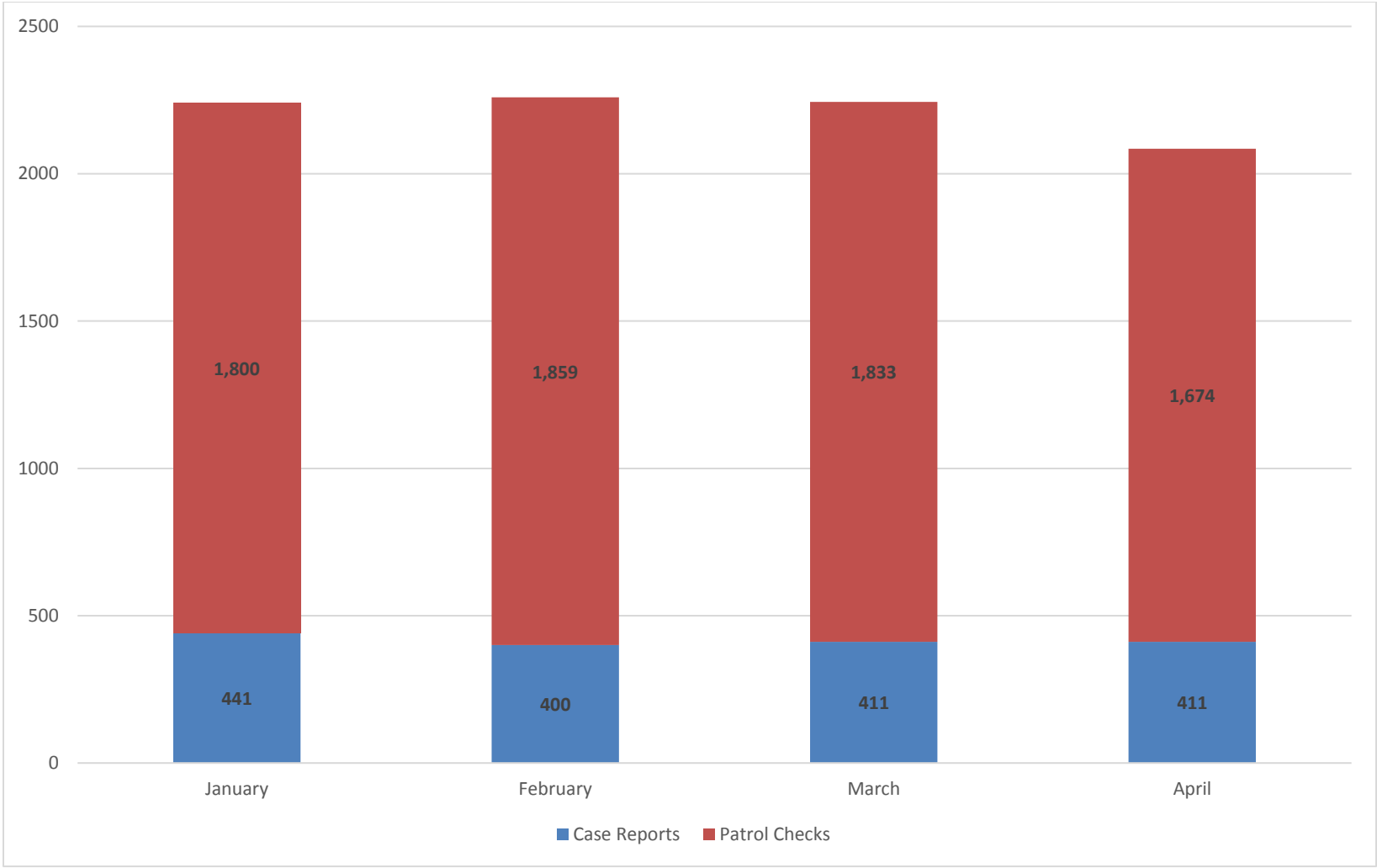
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for April 2019. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2017, 2018 and 2019.

- 4,380 incidents
- 411 Case Reports (9% of incidents)
  - 275 Criminal Case Reports (67% of all case reports)
  - 136 Non-Criminal Case Reports (33% of case reports)
  - 83 Criminal Case Reports were closed by Arrests/Capias Requests (30% of criminal case reports)
  - 14 Non-Criminal Case Reports were closed by Arrests/Capias Request (10% of non-criminal cases reports)
- 1,674 incidents were initiated by police officers (38%)
- District 2 experienced the most cases with a total of 140
- District 3 experienced the fewest cases with a total of 43
- Agg Assaults and Agg Stalking Offenses have decreased by a 33% from the previous month
- Larceny Offenses have increased by a 26% from the previous month
- Overall, UCR offenses have increased from the previous month by an 42%

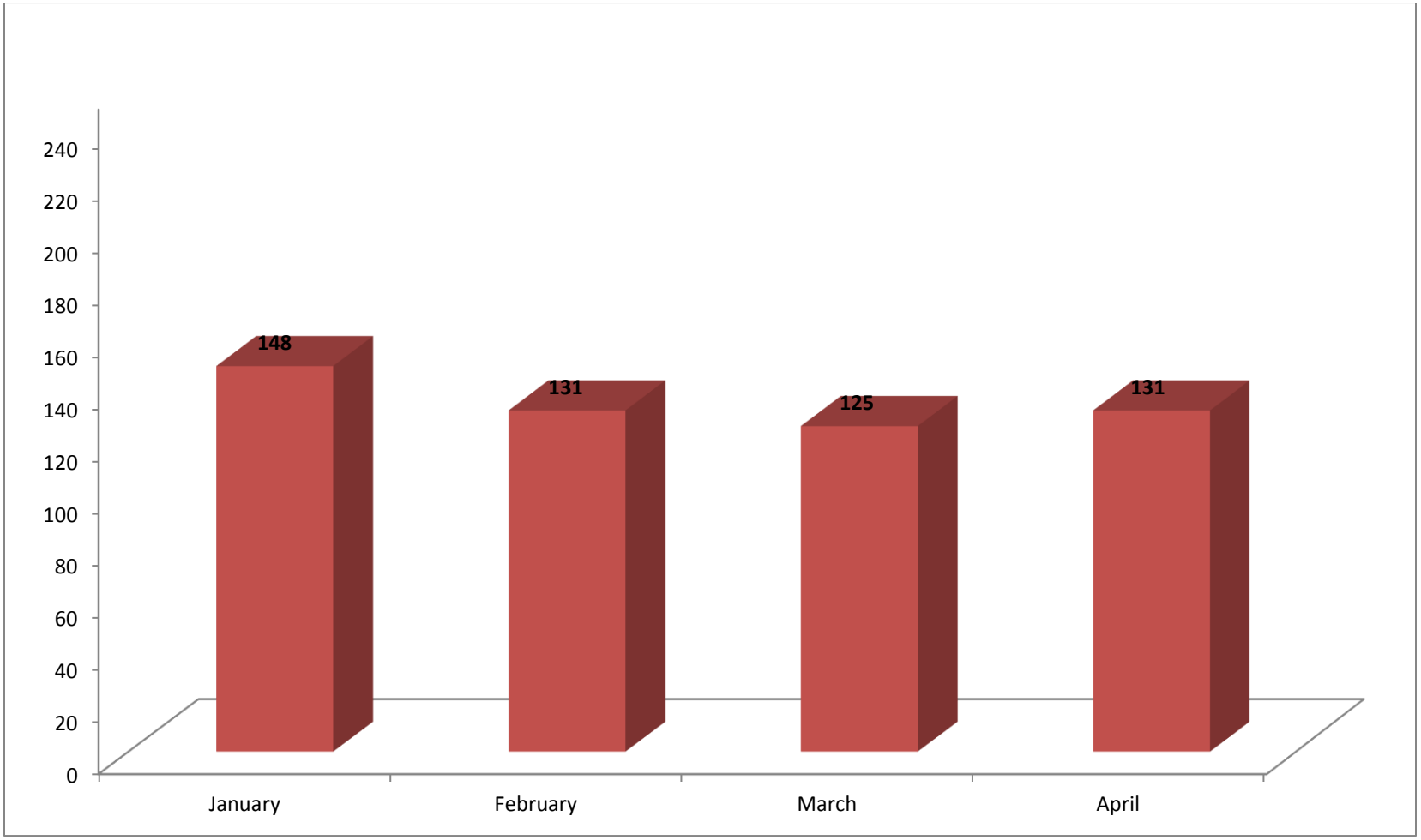
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



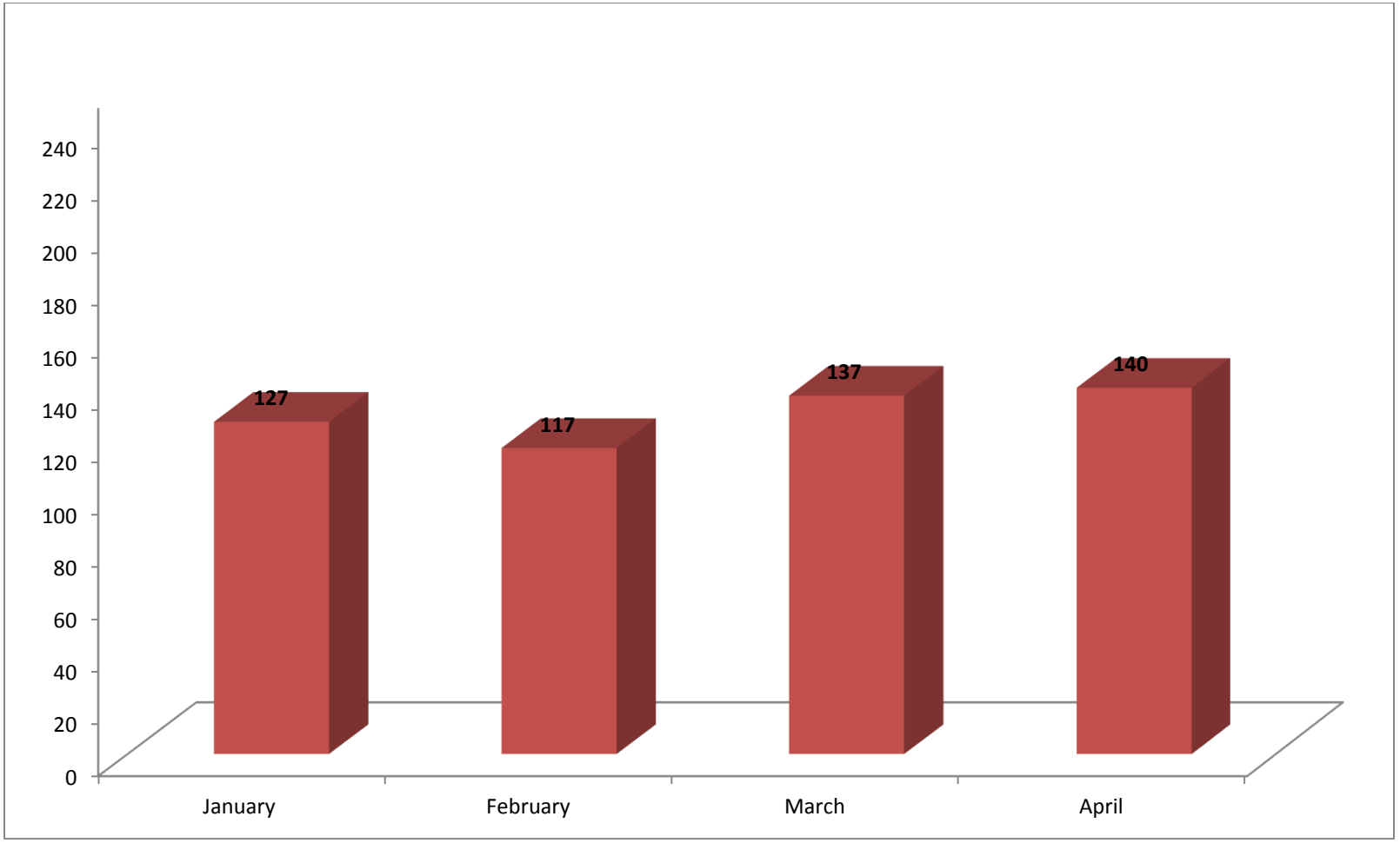
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



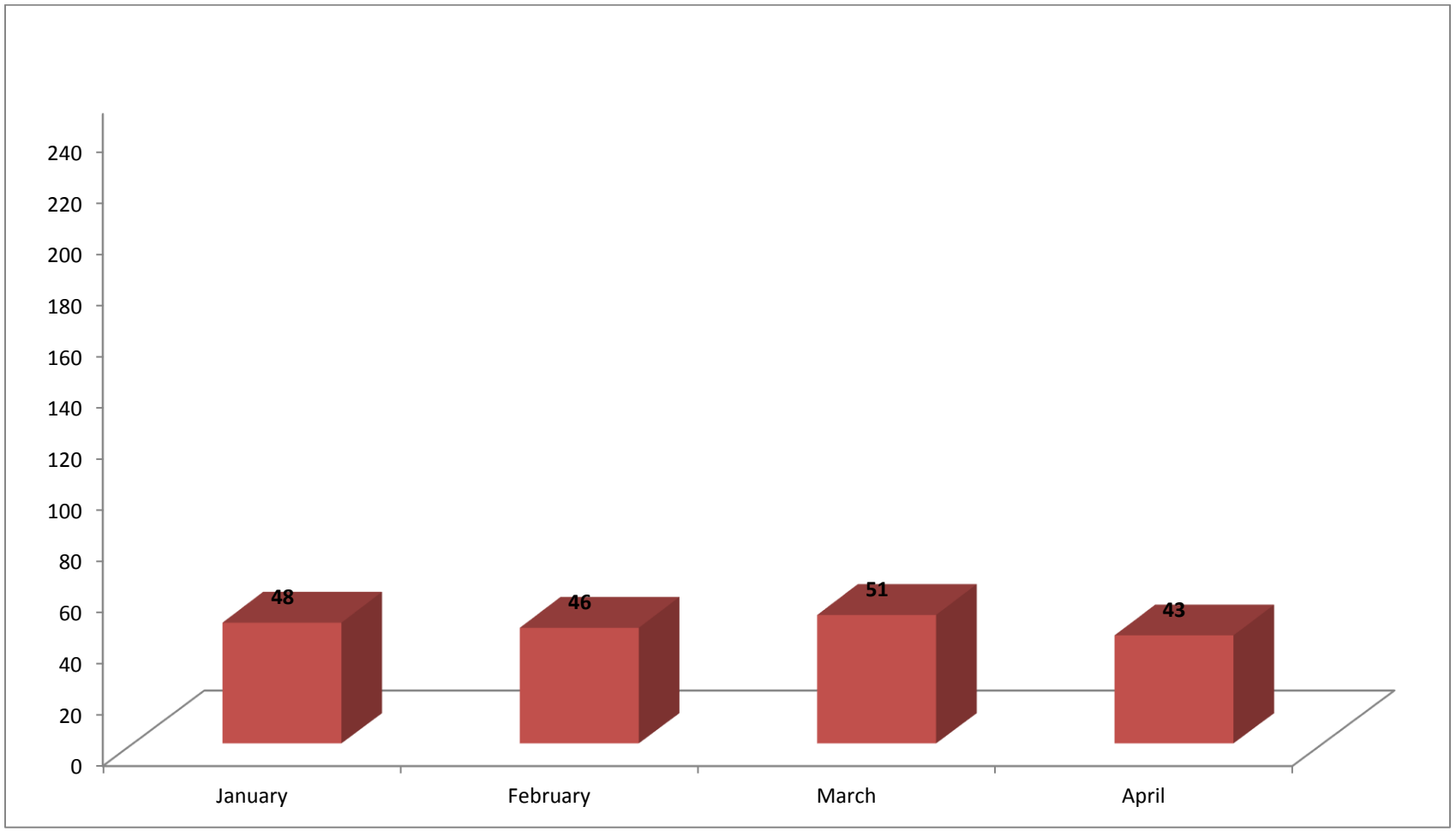
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



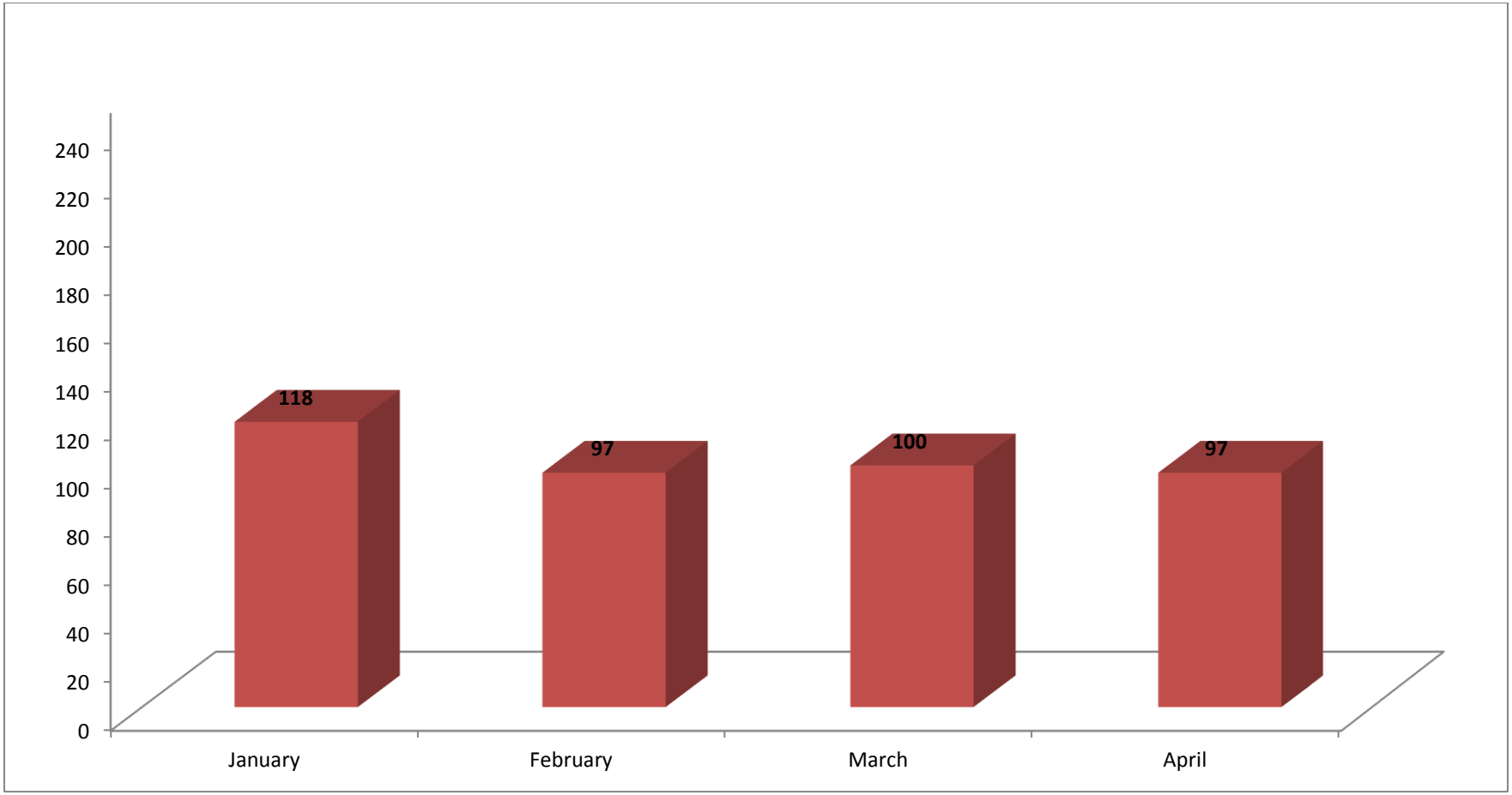
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

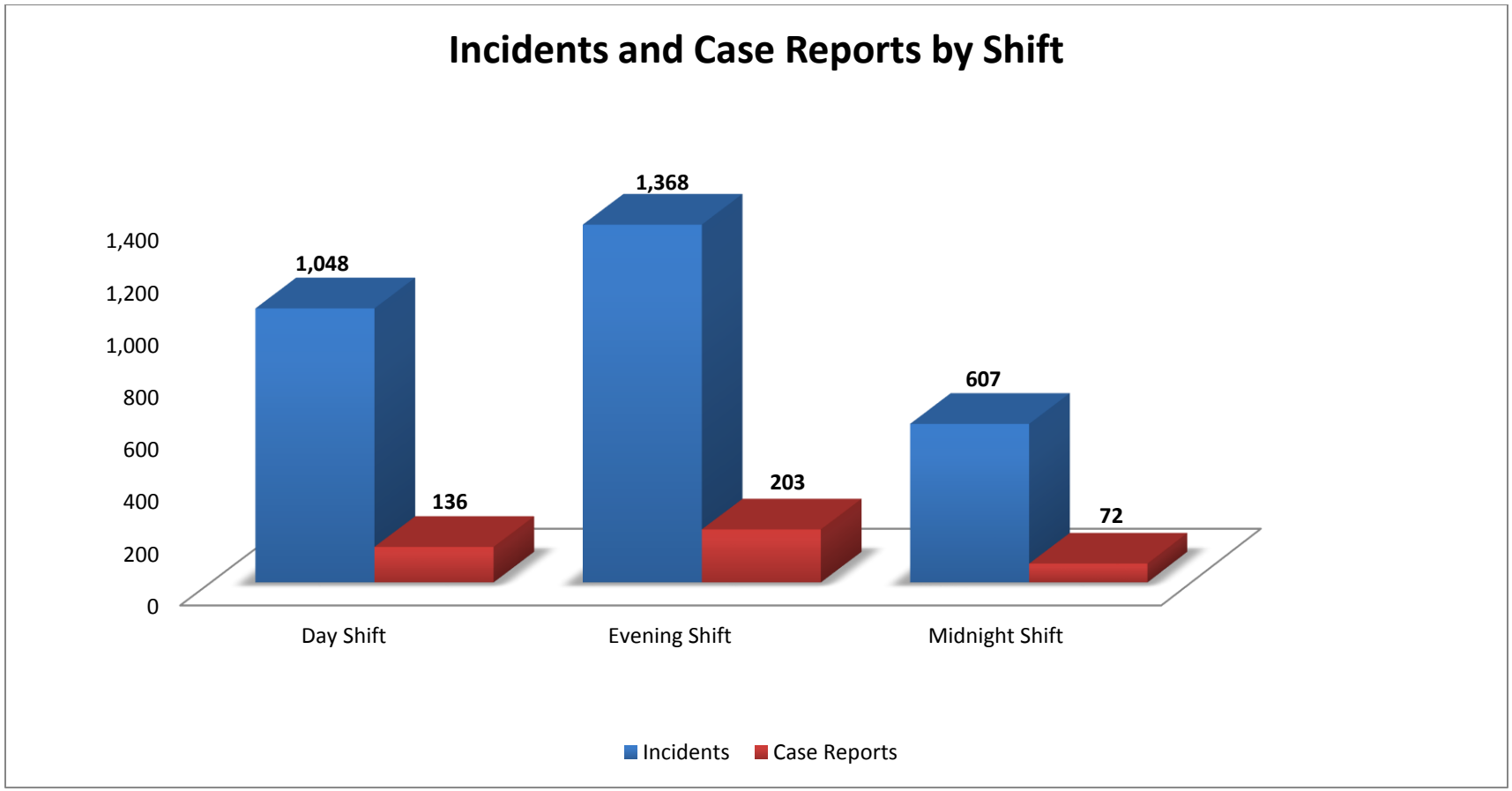
The table below illustrates the total of Incidents and Cases from April 1, 2019 thought April 30, 2019 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	68	17
1407 Dixon Blvd	49	20
1514 Clearlake Rd	44	7
1080 N. Fiske	39	9
800 N. Fiske	23	0
900 Friday Rd	18	4
1524 Clearlake Rd	11	4
1010 N. Fiske Blvd	5	2
TOTAL	**257**	**63**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.

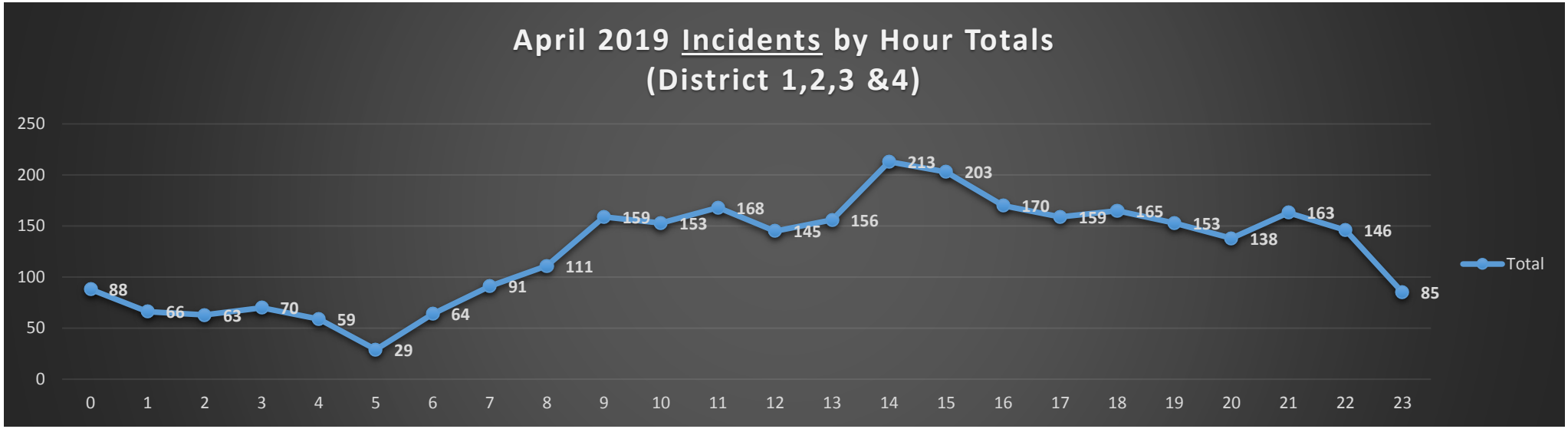


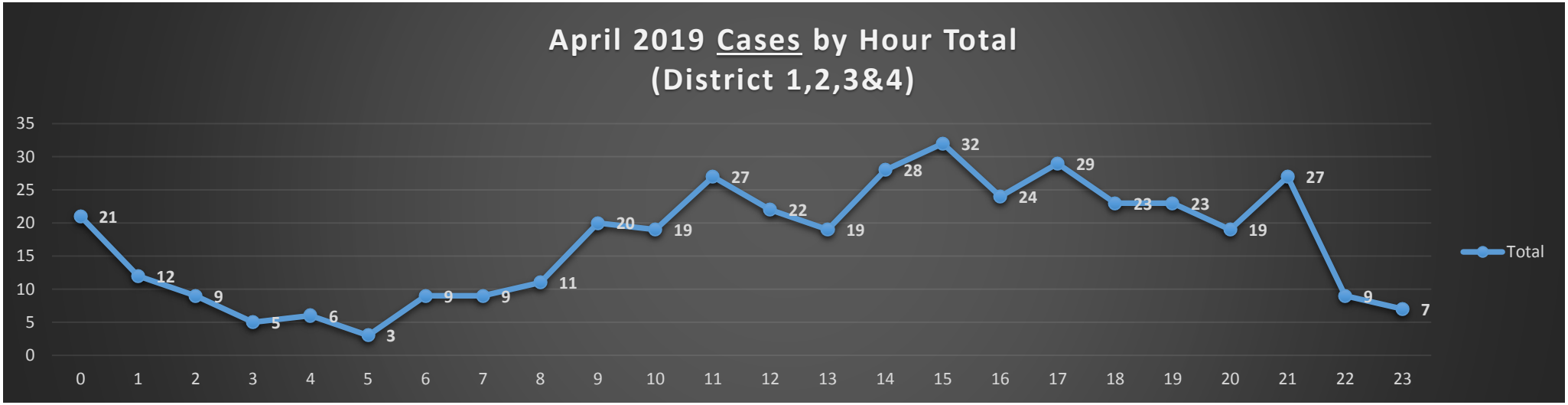
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Hour

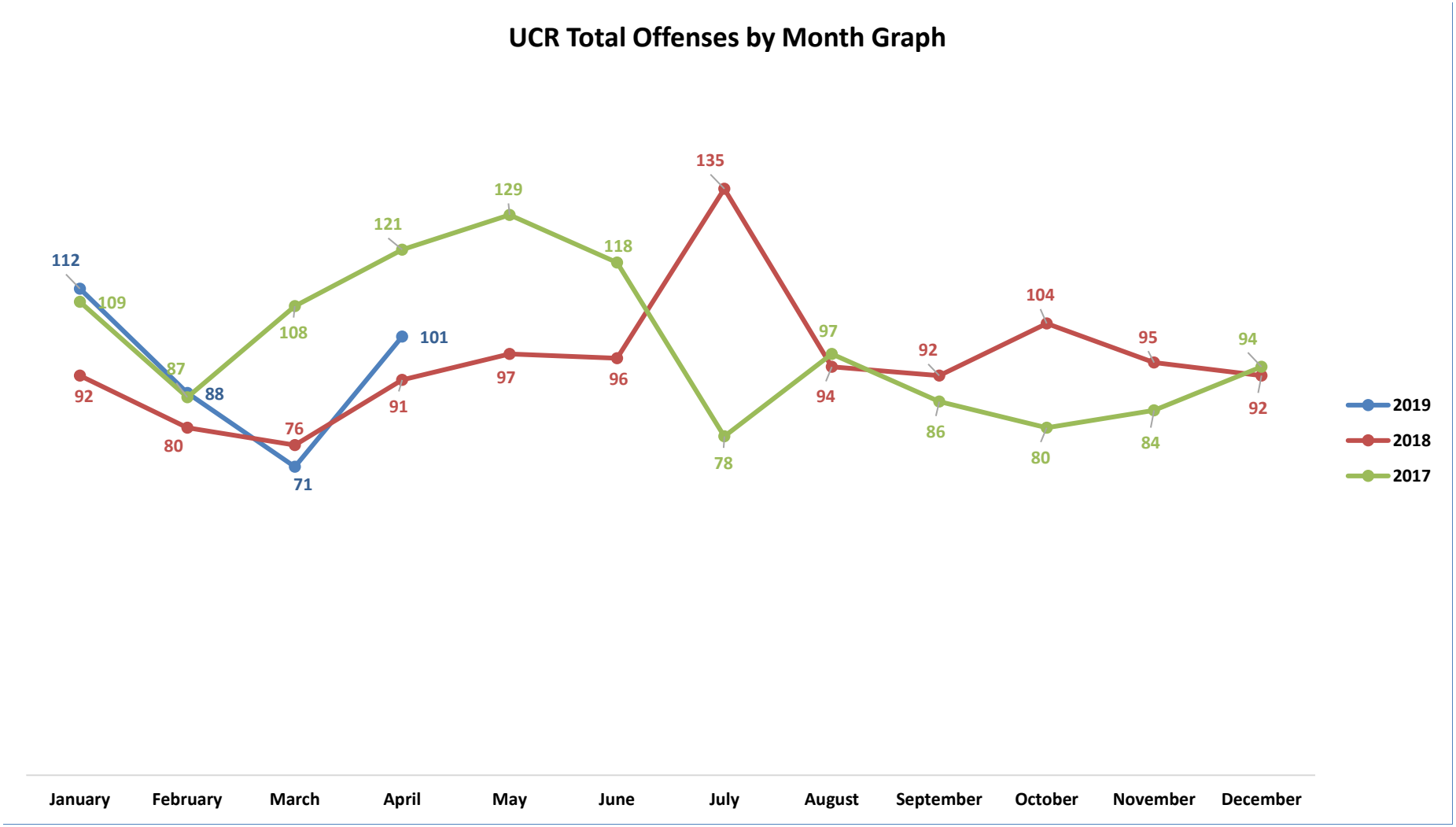
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2019, 2018 & 2017



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
Council Report

May 2019

Prepared by Dailaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 Case Reports 5
District 2 Case Reports 6
District 3 Case Reports 6
District 4 Case Reports 7
Locations of Incidents 8
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Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

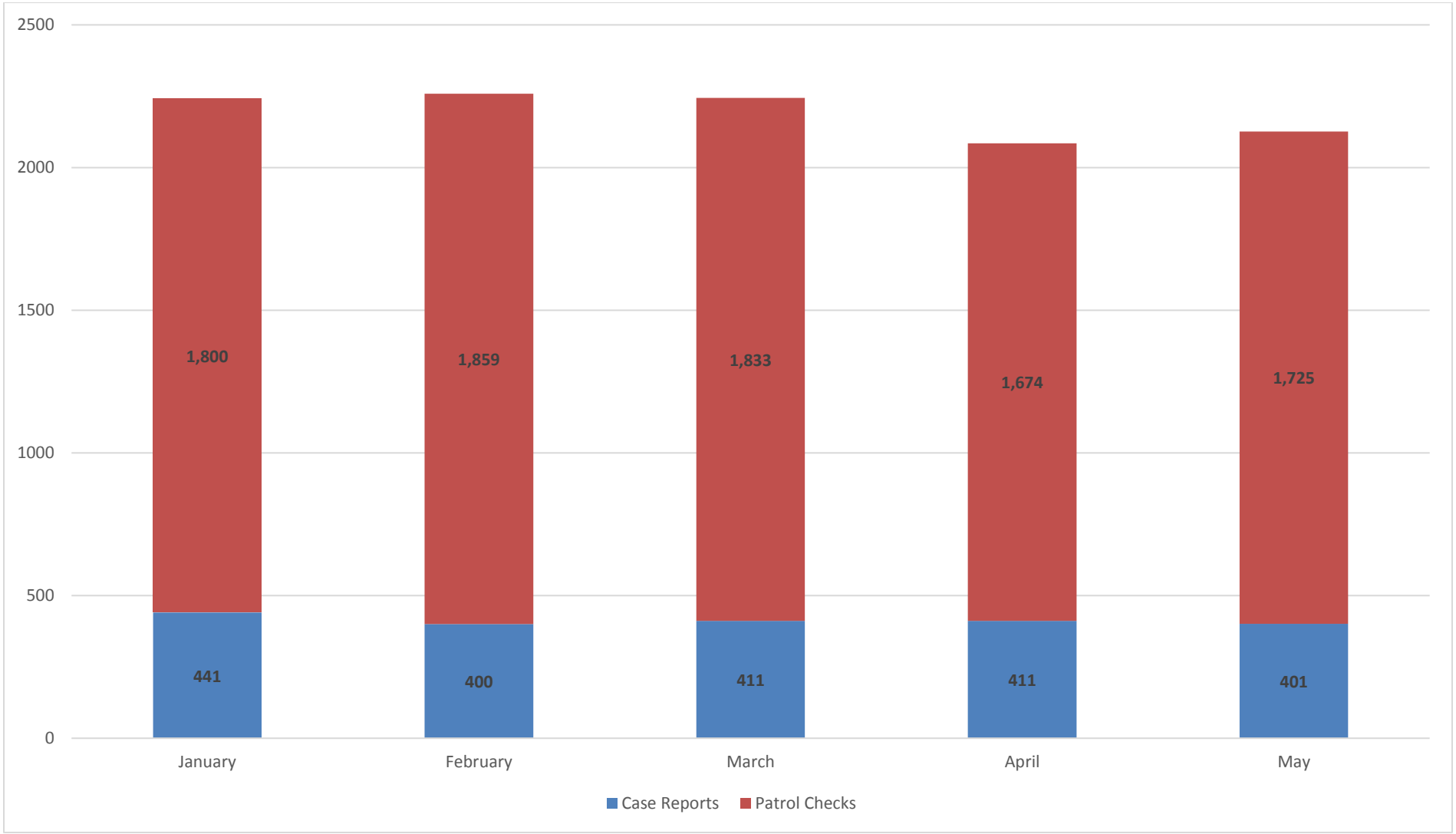
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for May 2019. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2017, 2018 and 2019.

- 3,043 incidents
- 401 Case Reports (13% of incidents)
    - 279 Criminal Case Reports (70% of all case reports)
    - 122 Non-Criminal Case Reports (30% of case reports)
    - 122 Criminal Case Reports were closed by Arrests/Capias Requests (44% of criminal case reports)
    - 23 Non-Criminal Case Reports were closed by Arrests/Capias Request (19% of non-criminal cases reports)
- 1,644 incidents were initiated by police officers (54%)
- District 2 experienced the most cases with a total of 137
- District 3 experienced the fewest cases with a total of 51
- Aggravated Assault offenses have increased by a 25% from the previous month
- Burglary Offenses decreased have by a 20% from the previous month
- Vehicle Theft Offences decreased have by 88% from the previous month
- Overall, UCR offenses have decreased from the previous month by an 20%

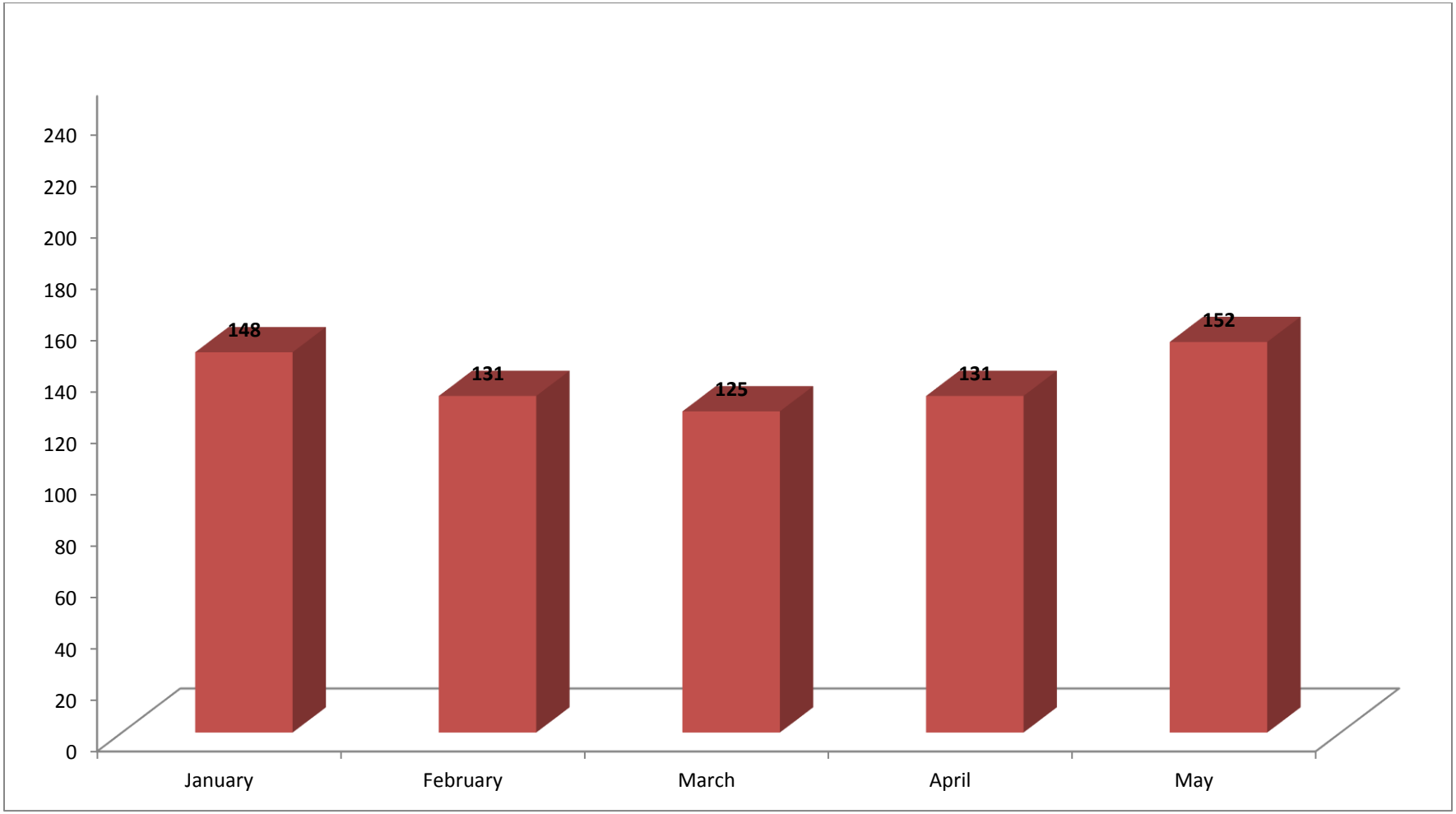
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



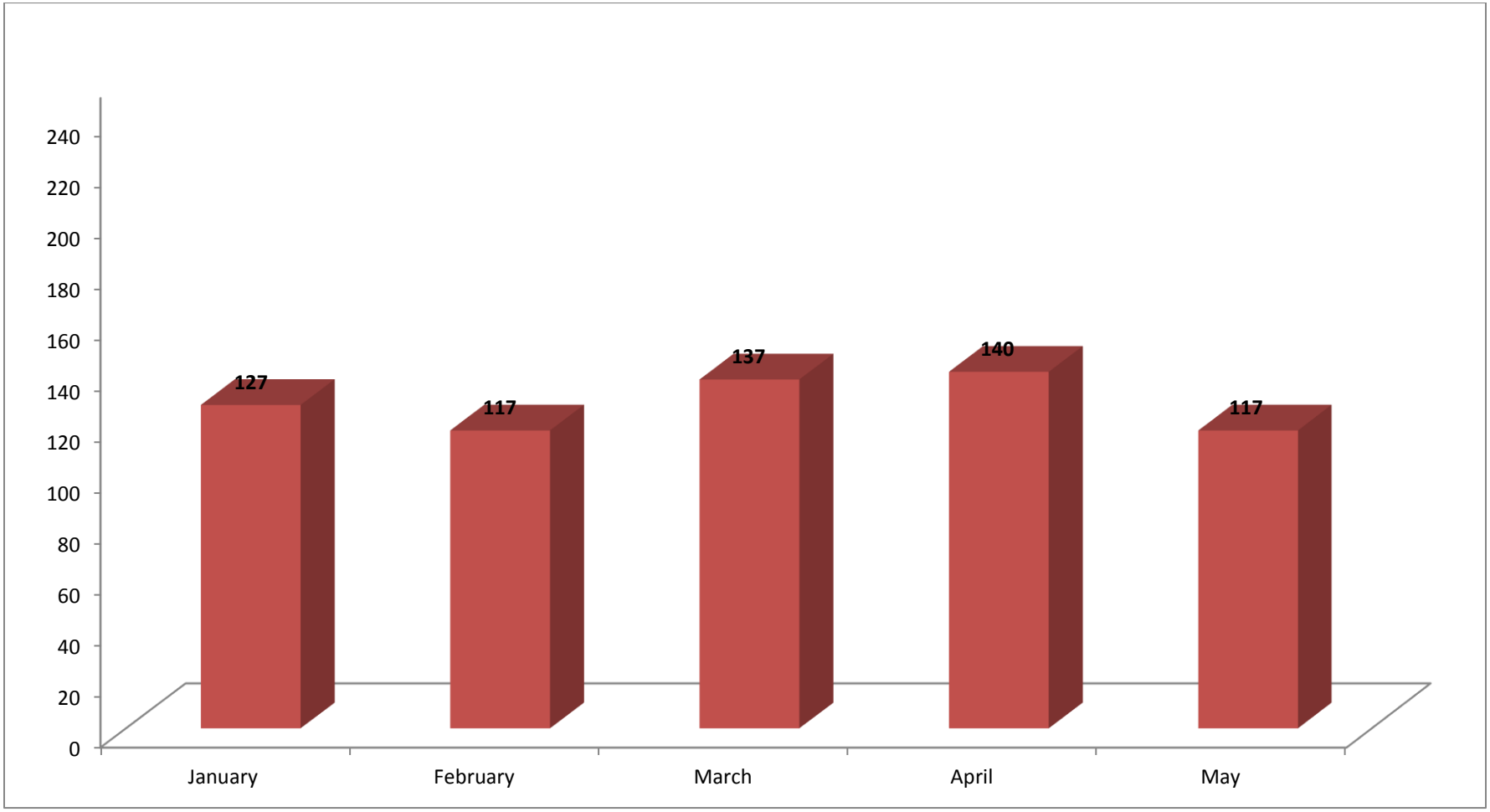
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



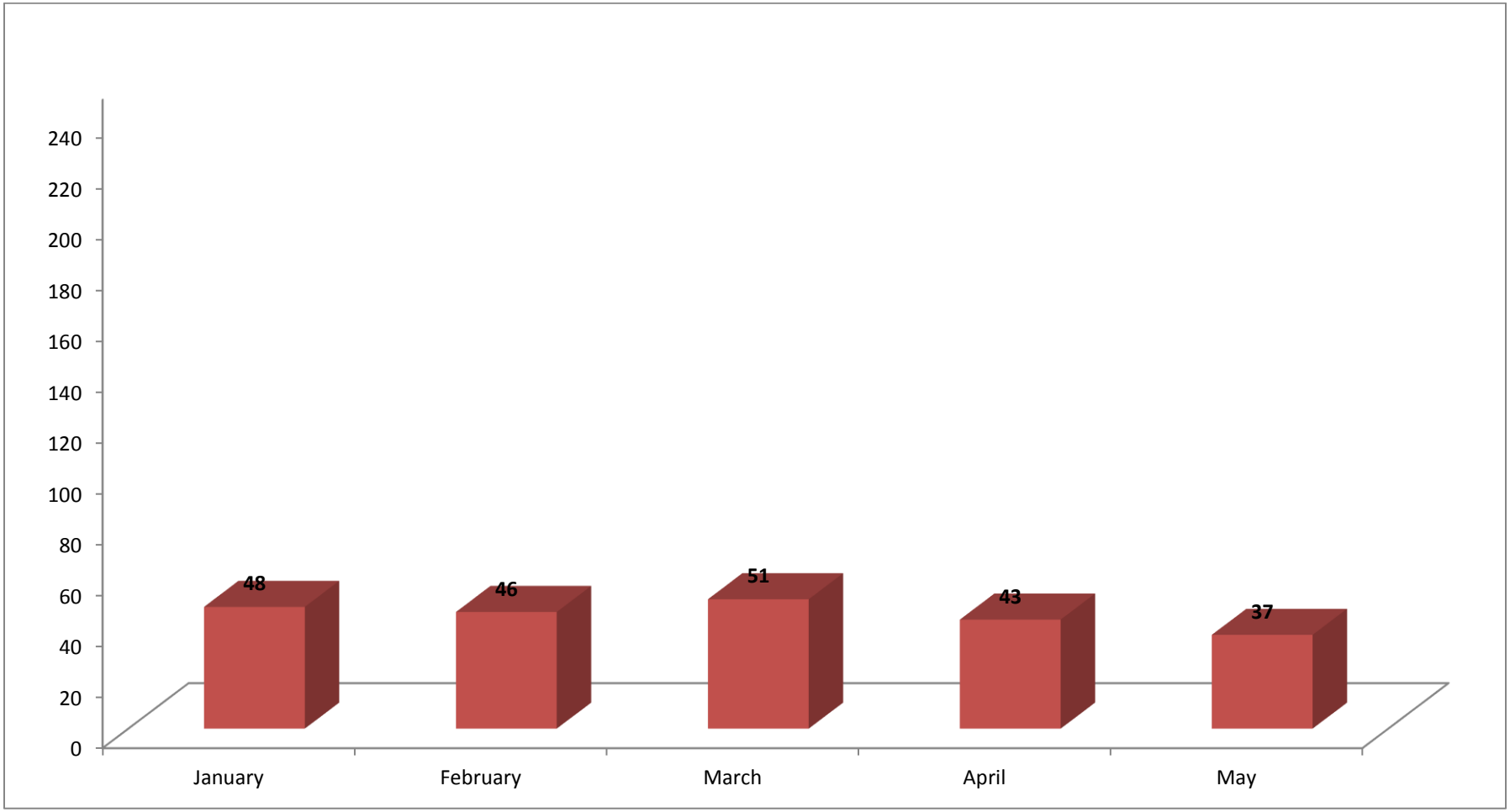
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



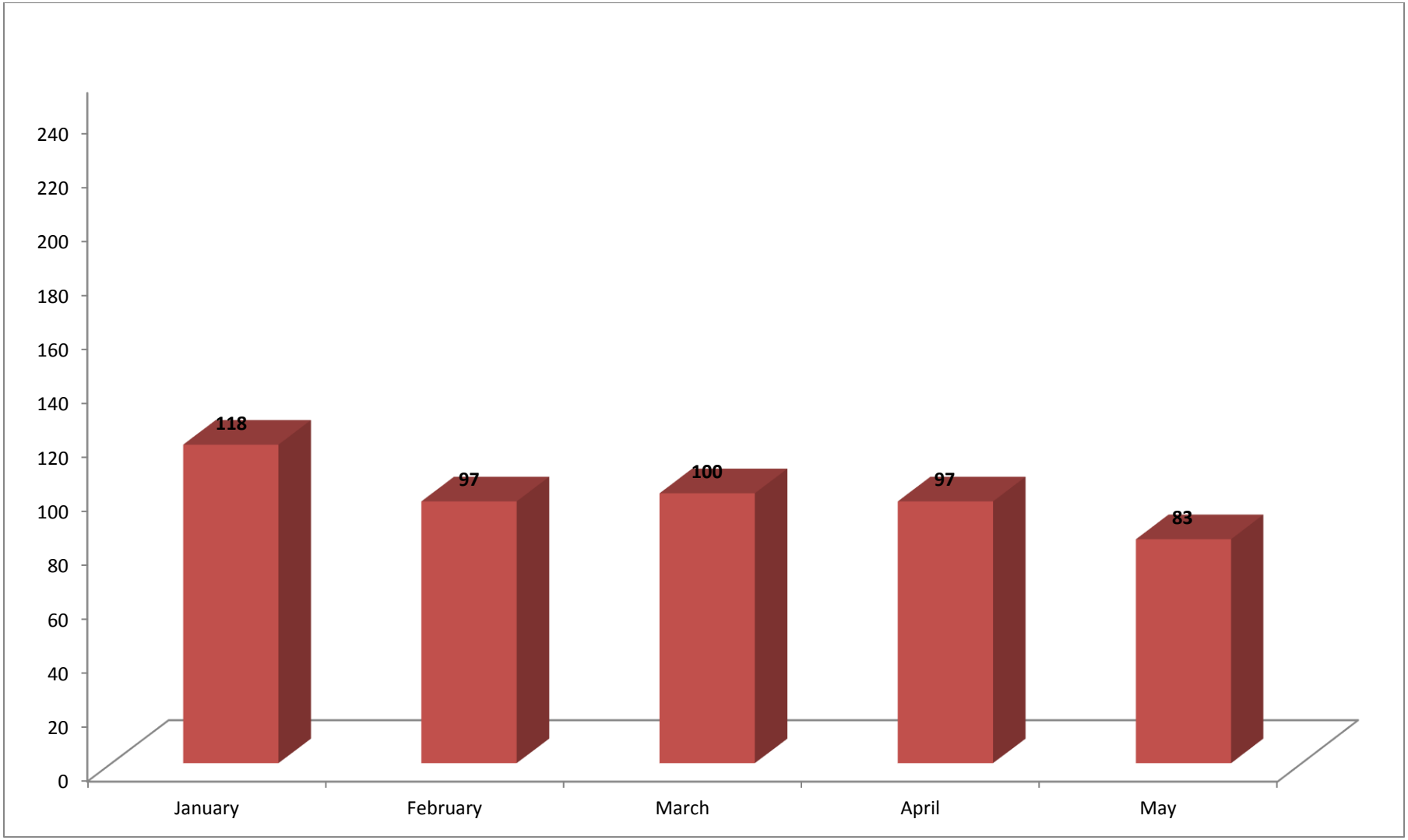
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

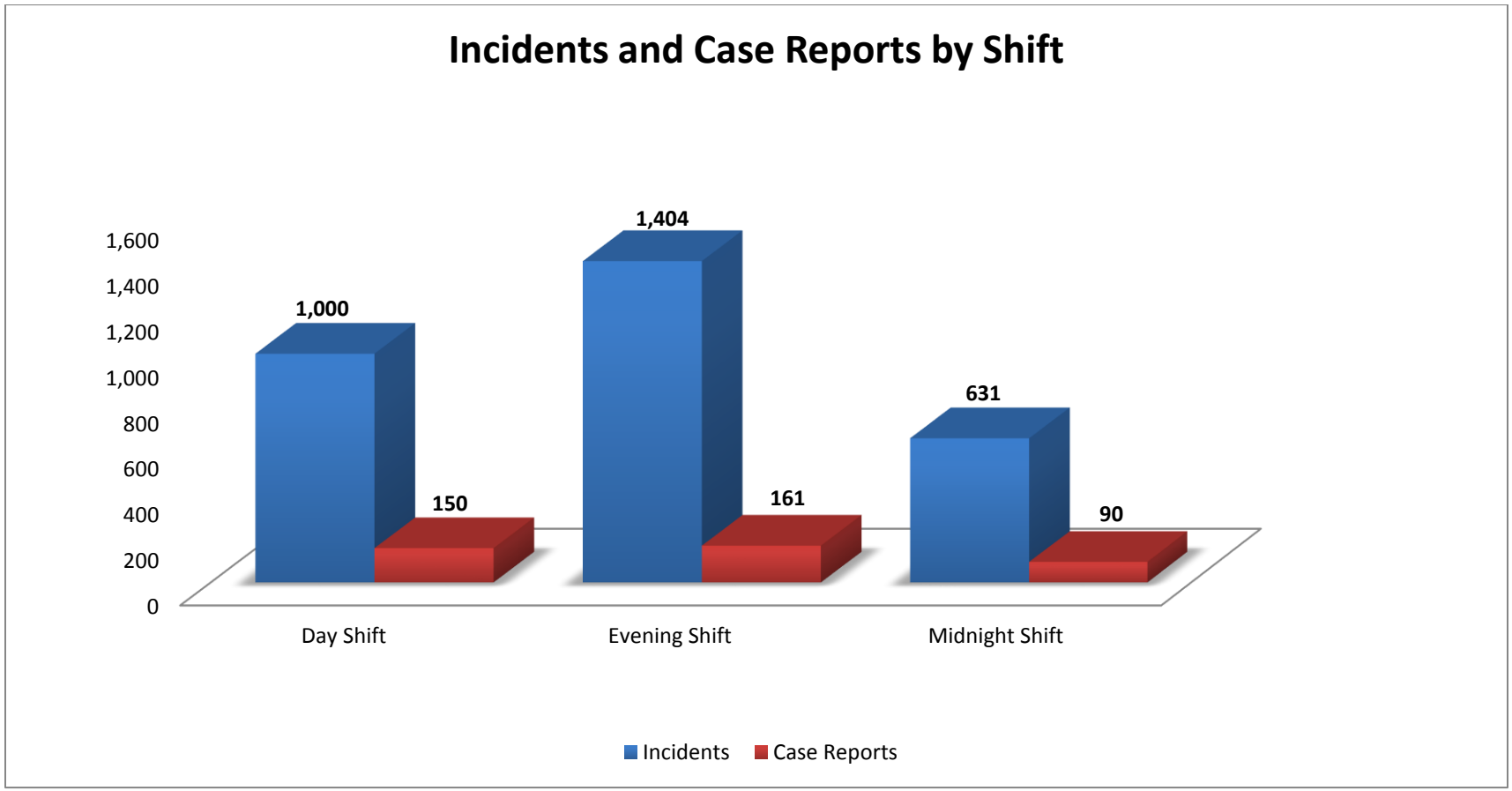
The table below illustrates the total of Incidents and Cases from May 1, 2019 thought May 31, 2019 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	93	21
1514 Clearlake Rd	91	4
1407 Dixon Blvd	32	11
900 Friday Rd	16	1
1010 N. Fiske Blvd	13	11
800 N. Fiske	12	1
1080 N. Fiske	8	4
1524 Clearlake Rd	3	2
TOTAL	**268**	**55**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



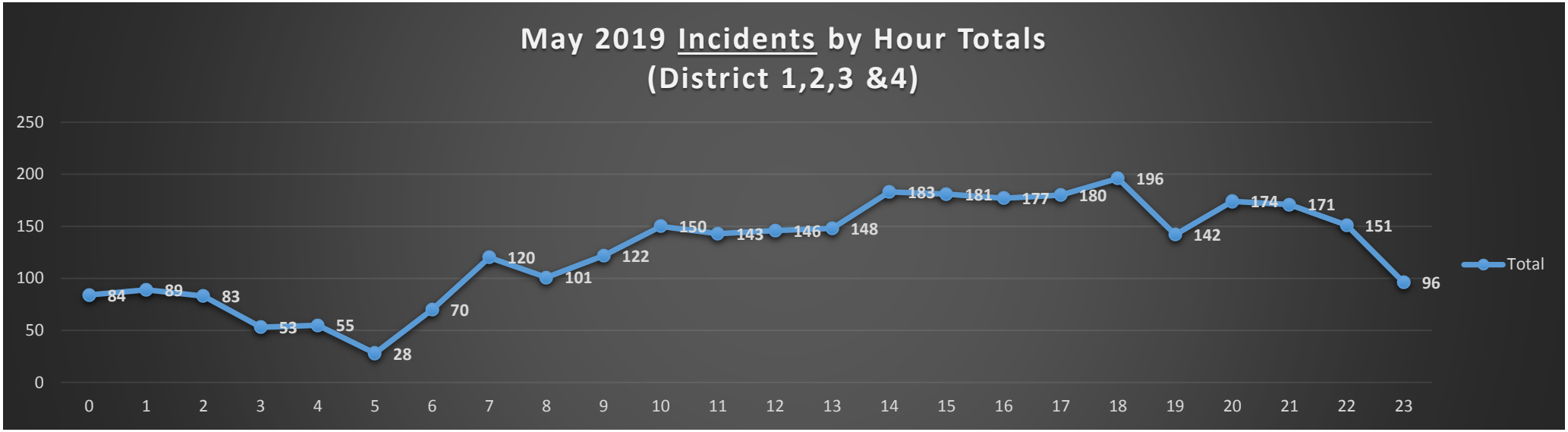
NOTE: The totals in the graph above do not include Patrol Checks.

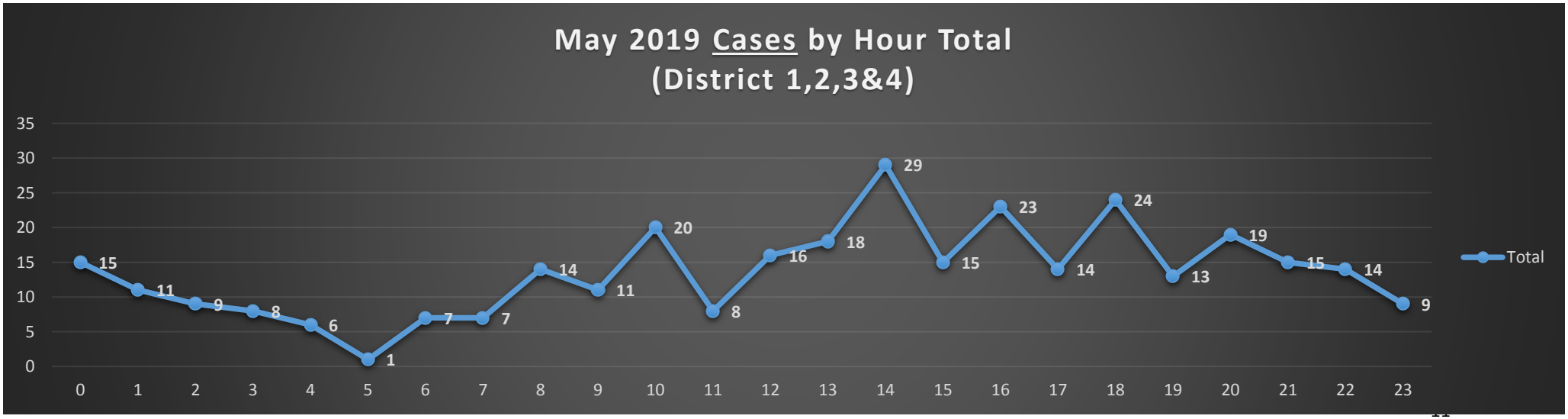
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
May 2019 Council Report

Incidents and Case Reports by Hour

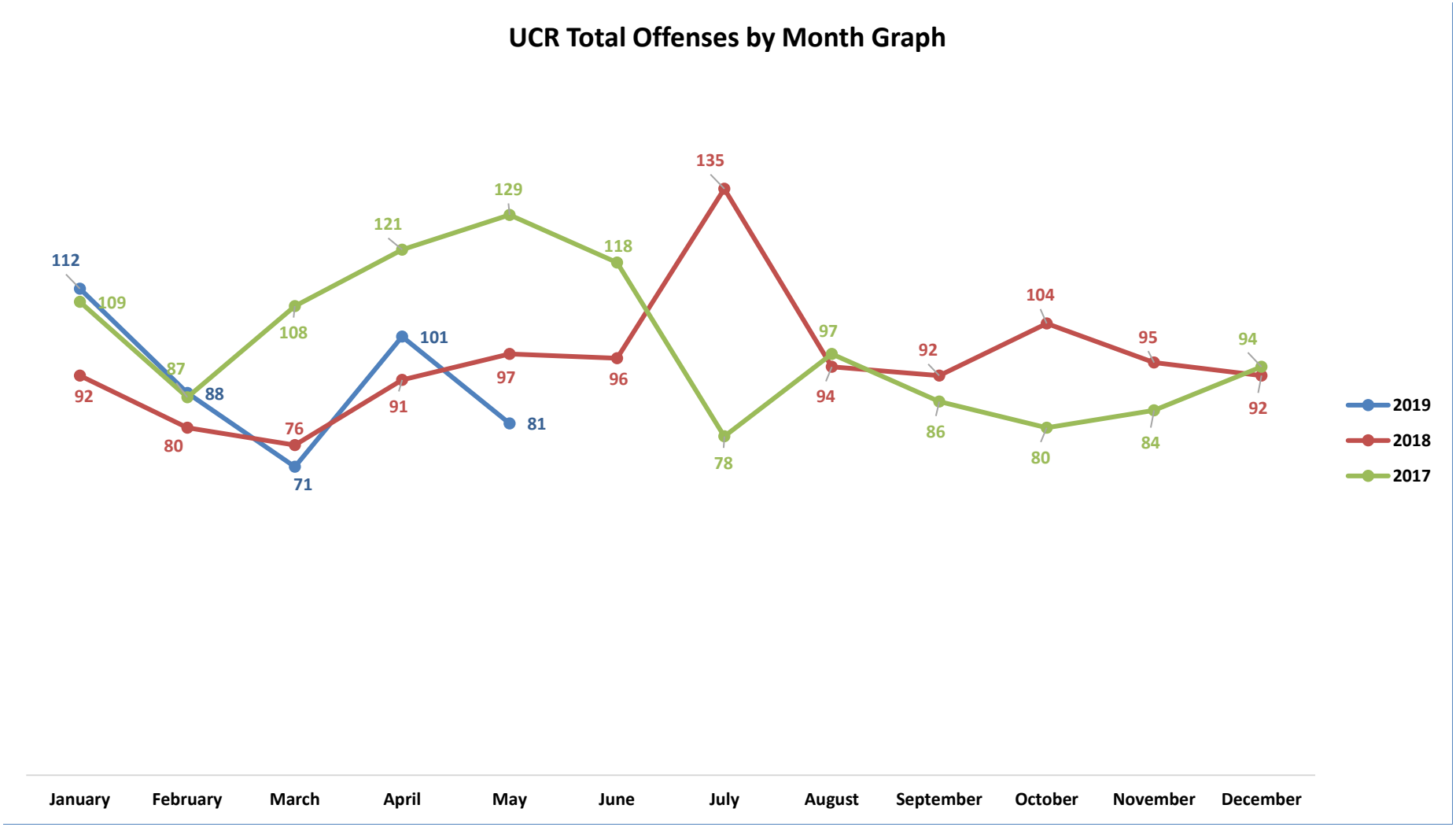
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2019, 2018 & 2017



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
Council Report

June 2019

Prepared by Dailaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 Case Reports 5
District 2 Case Reports 6
District 3 Case Reports 6
District 4 Case Reports 7
Locations of Incidents 8
Incidents and Case Reports by Shift 9
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month – 2019 ,2018, & 2017 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

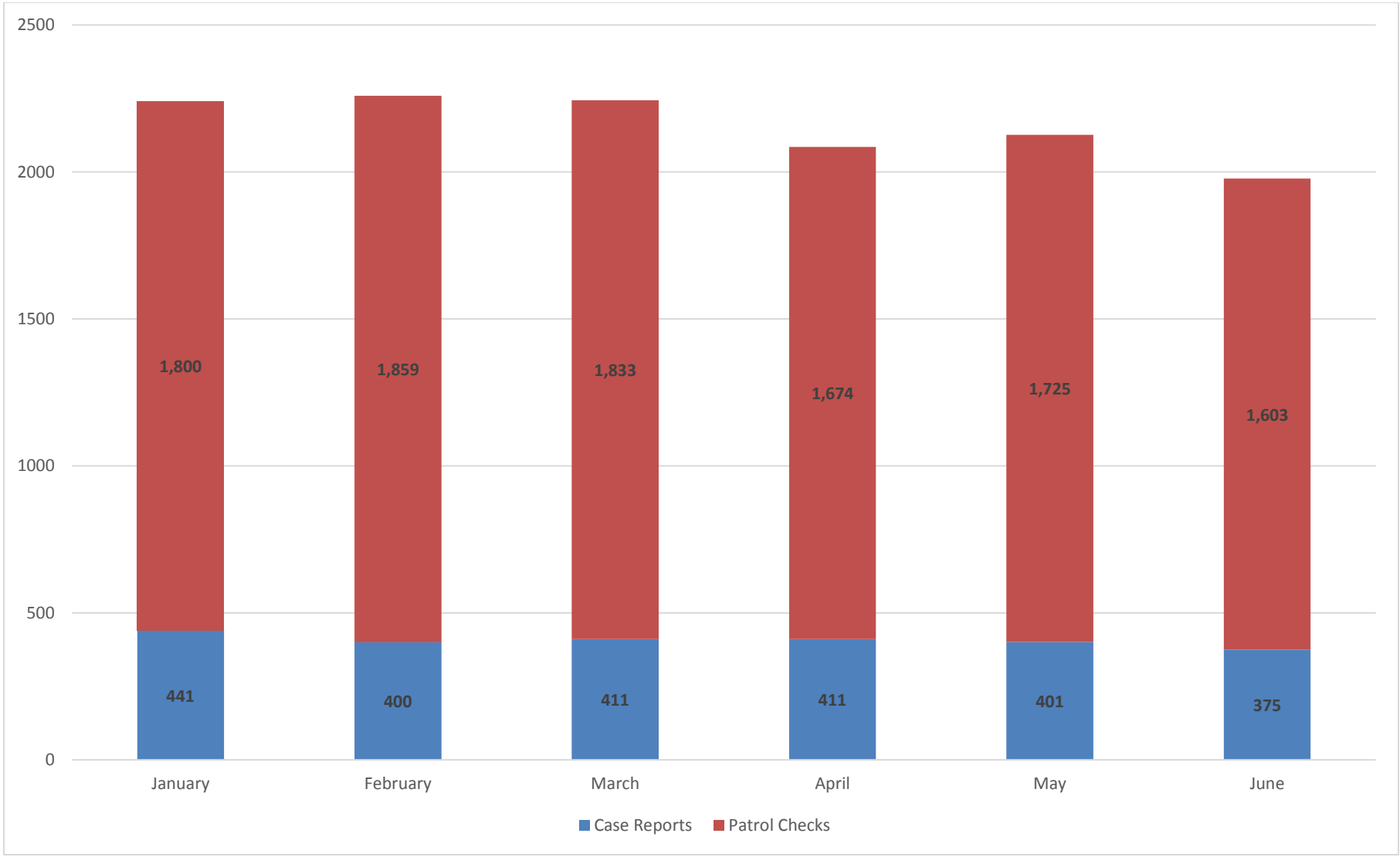
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for June 2019. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2017, 2018 and 2019.

- 4,212 incidents
- 375 Case Reports (9% of incidents)
    - 236 Criminal Case Reports (63% of all case reports)
    - 139 Non-Criminal Case Reports (37% of case reports)
    - 101 Criminal Case Reports were closed by Arrests/Capias Requests (43% of criminal case reports)
    - 21 Non-Criminal Case Reports were closed by Arrests/Capias Request (15% of non-criminal cases reports)
- 1,603 incidents were initiated by police officers (38%)
- District 1 experienced the most cases with a total of 161
- District 3 experienced the fewest cases with a total of 36
- Aggravated Assault offenses have increased by 40% from the previous month
- Burglary Offenses have increased by 25% from the previous month
- Robbery Offenses have increased by 75% from the previous month
- Overall, UCR offenses have increased from the previous month by an 32%

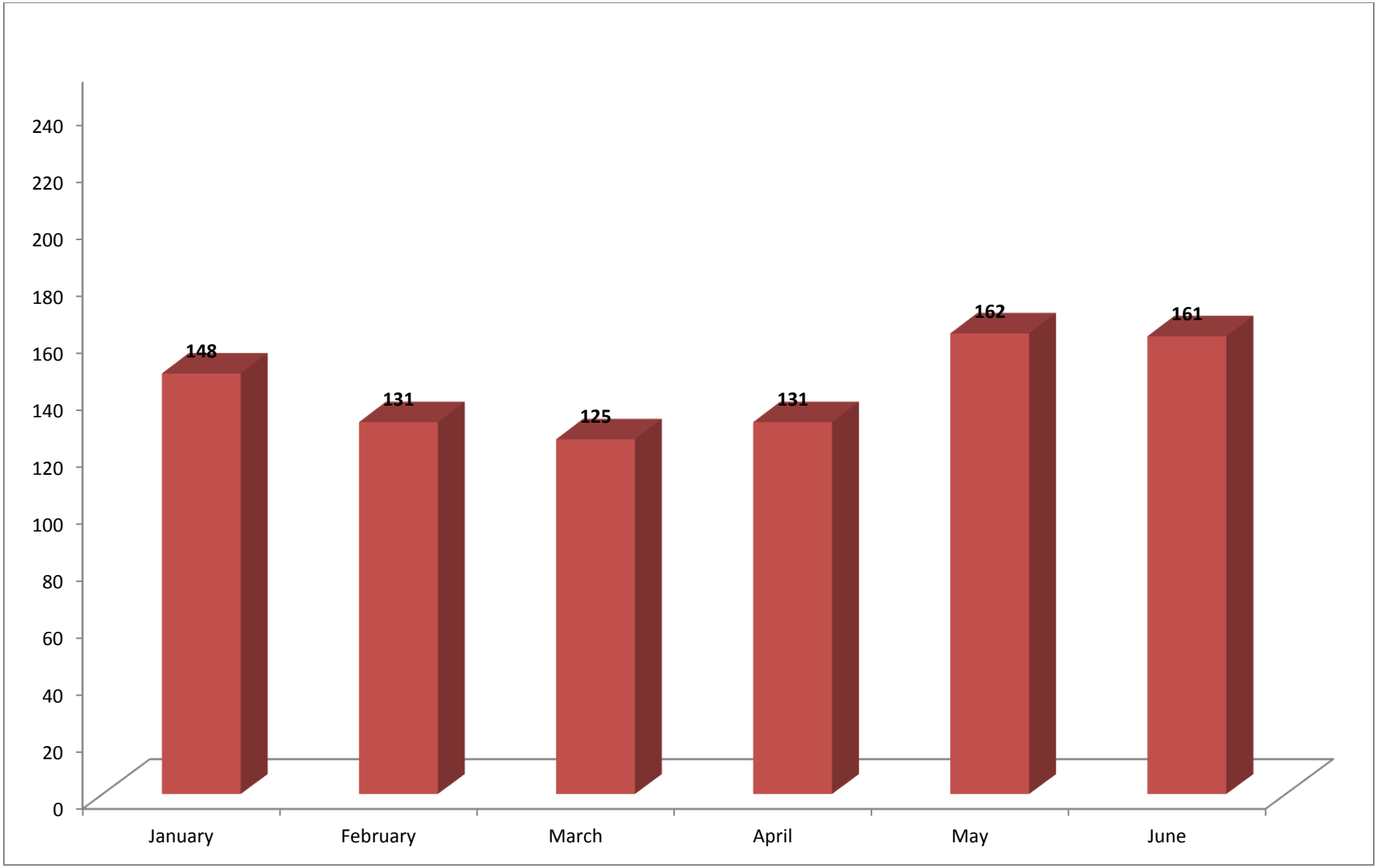
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



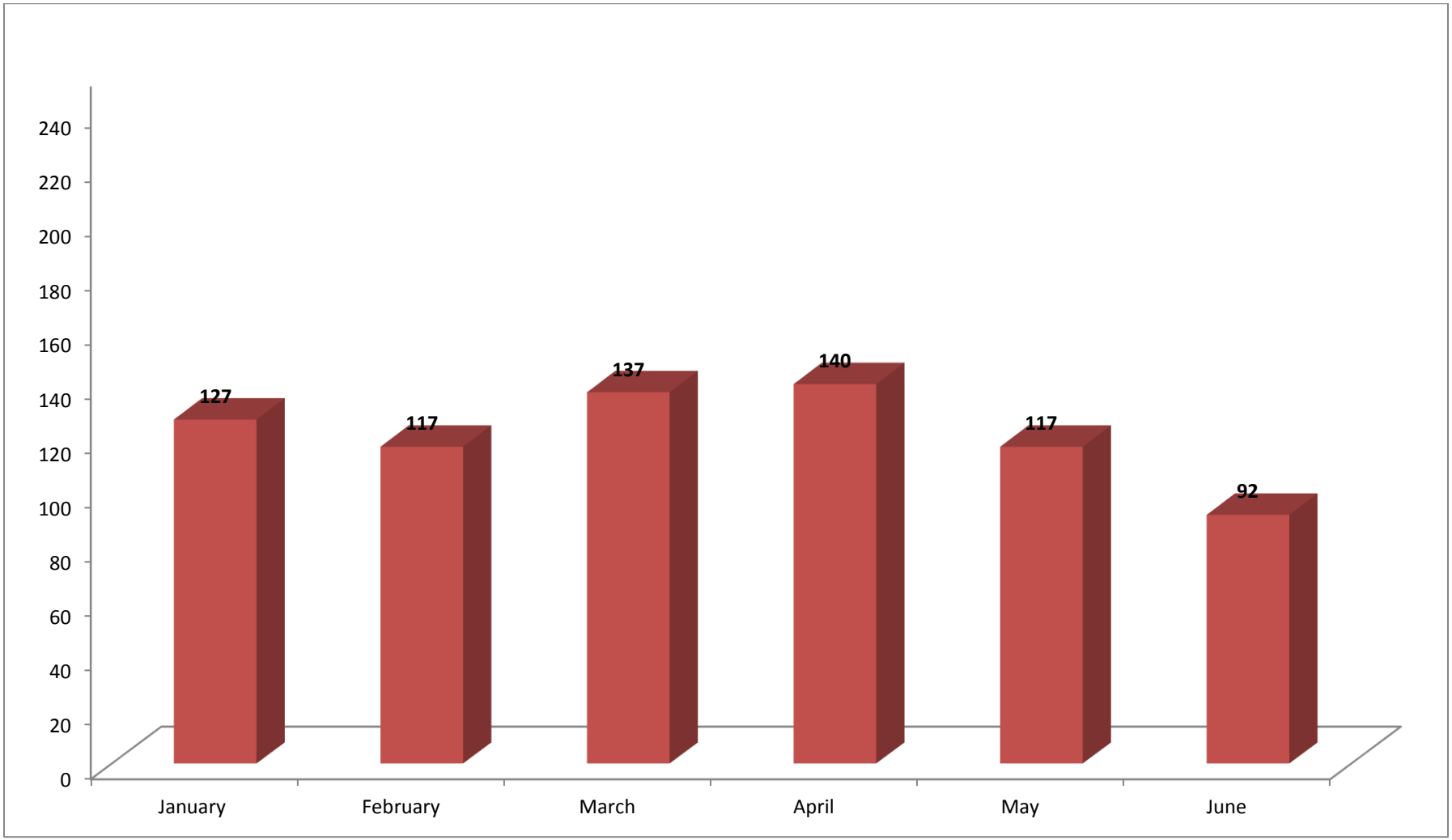
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



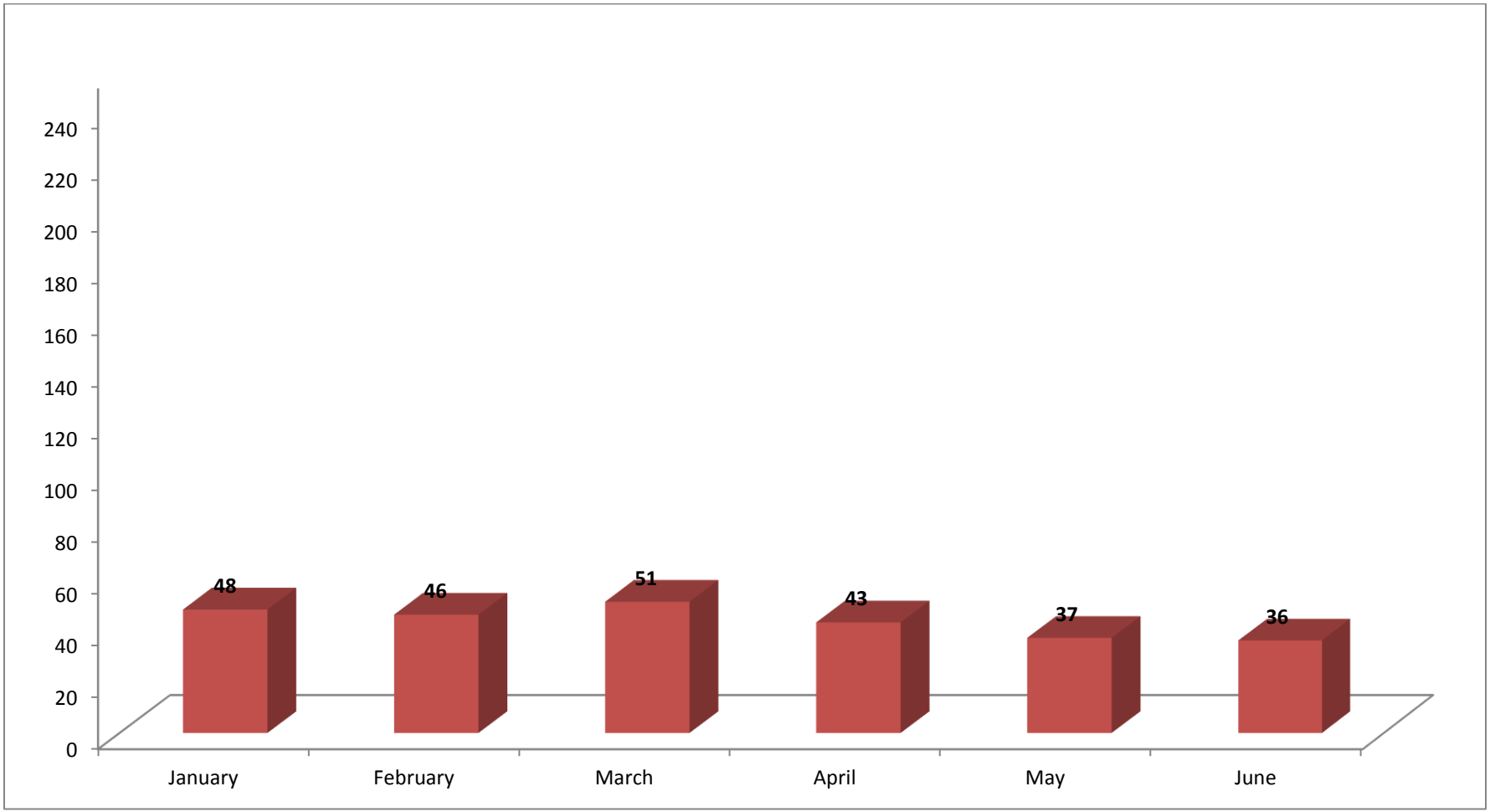
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



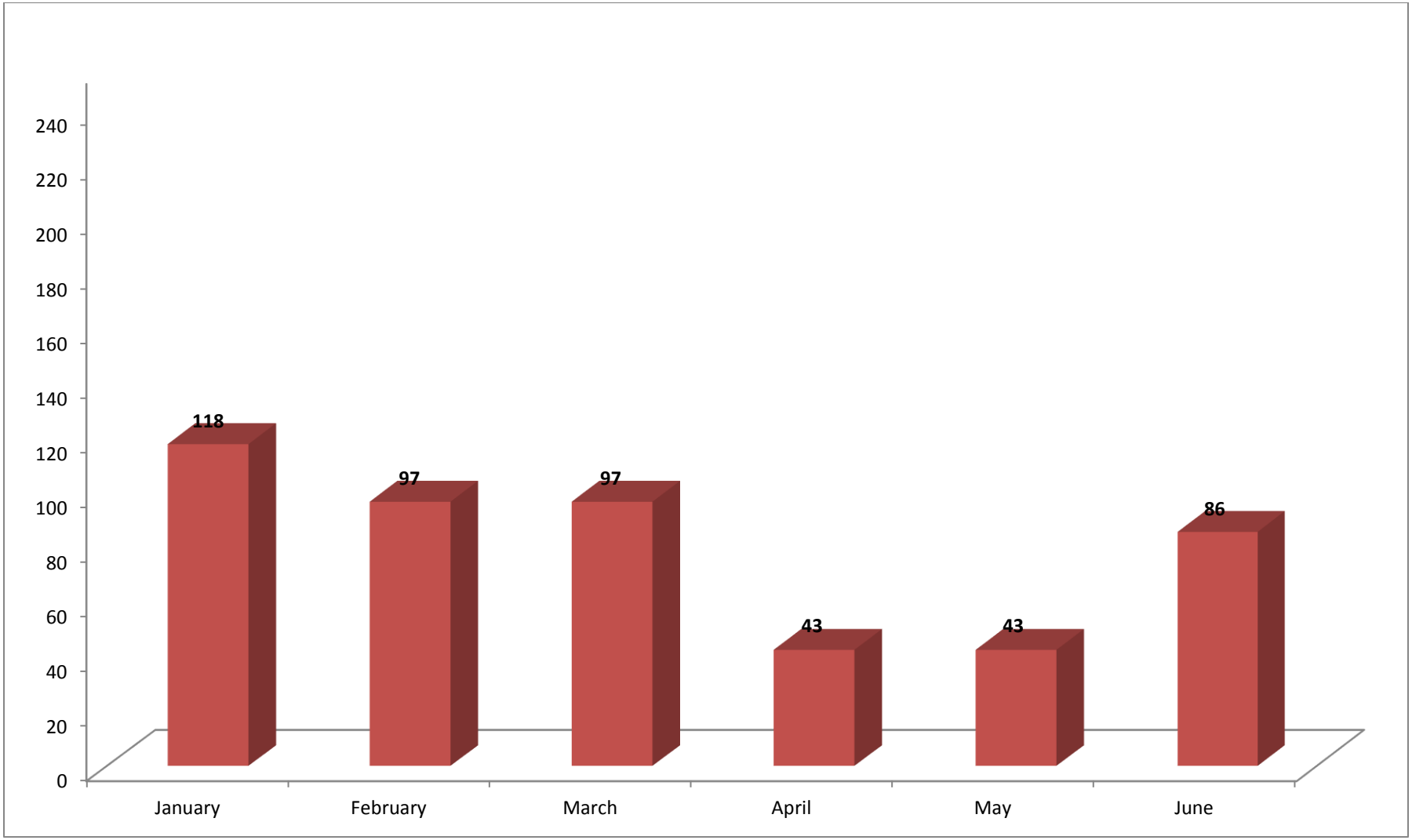
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

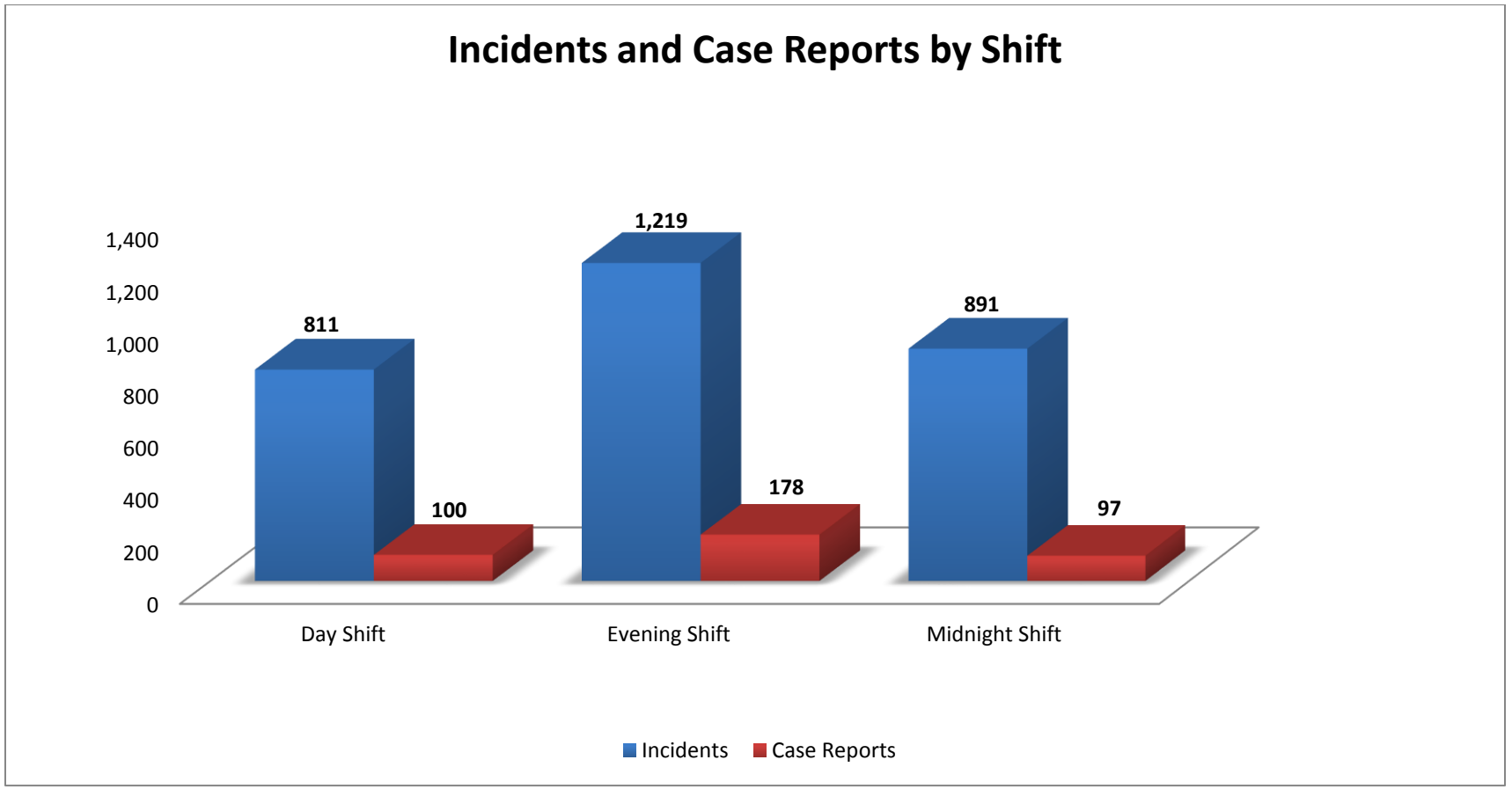
The table below illustrates the total of Incidents and Cases from June 1, 2019 thought June 30, 2019 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	96	31
1514 Clearlake Rd	44	4
1407 Dixon Blvd	36	14
1080 N. Fiske	25	6
900 Friday Rd	22	3
1010 N. Fiske Blvd	12	2
800 N. Fiske	14	4
1524 Clearlake Rd	10	2
TOTAL	**259**	**66**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.

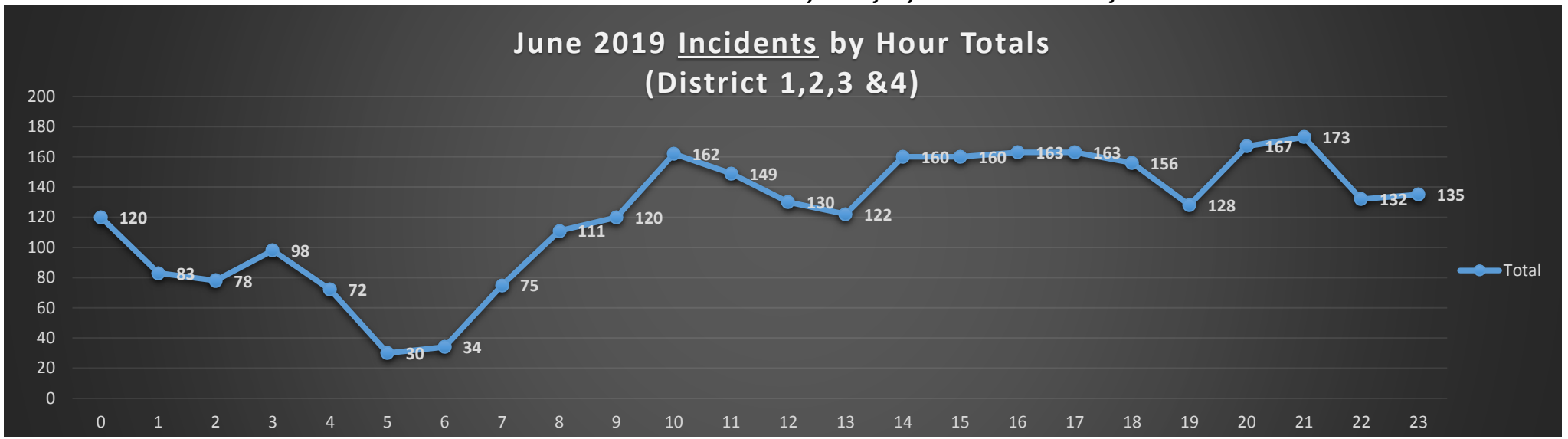


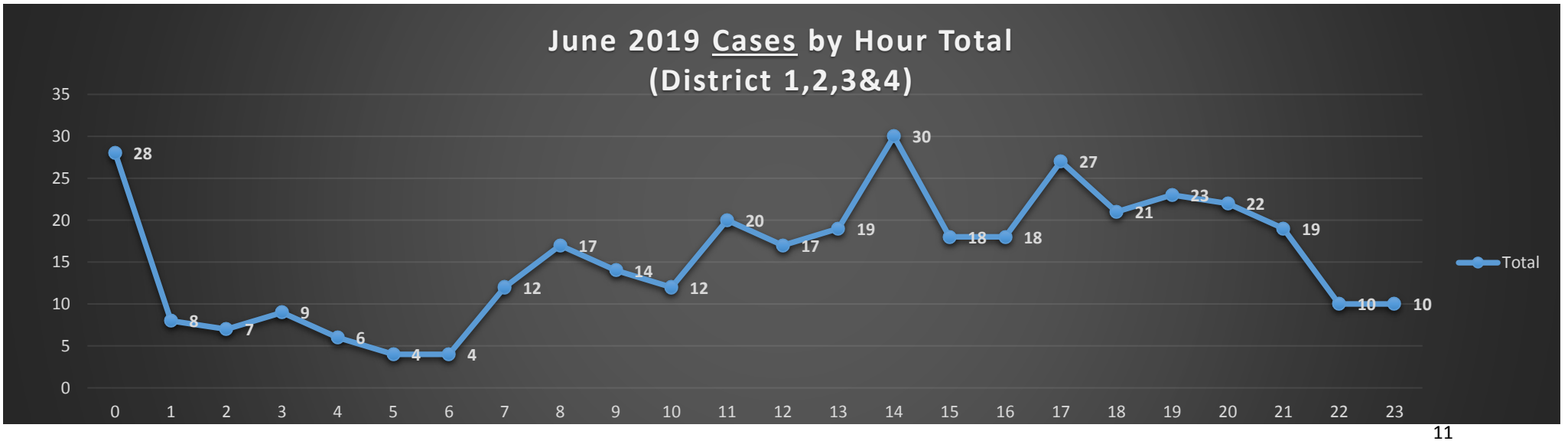
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Hour

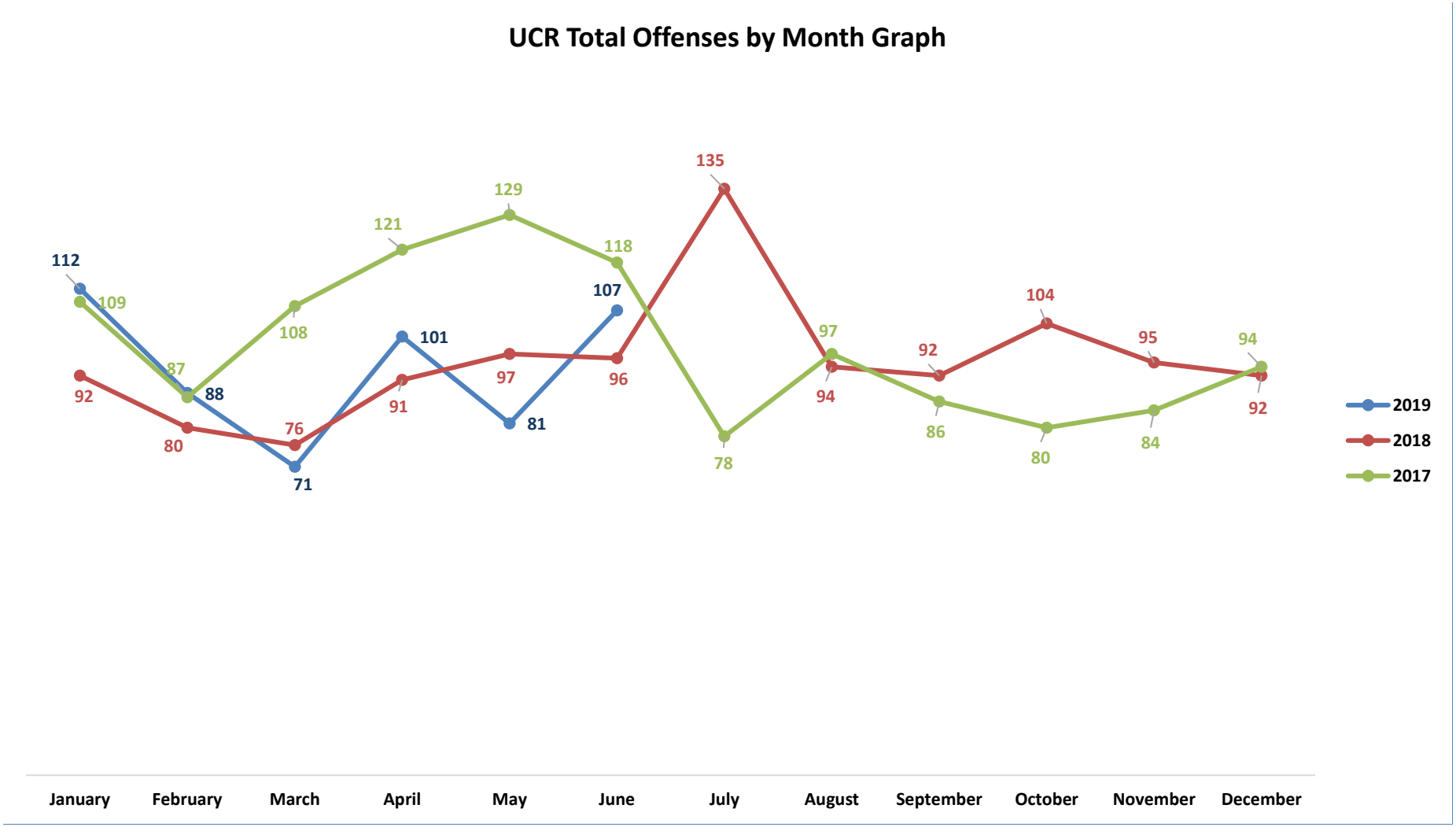
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2019, 2018 & 2017



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
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