City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, August 14, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-319 Approve the Agenda for the Regular meeting of August 14, 2018, as presented or with amendments.

Attachments: 08-14-18 Short Agenda.pdf

MINUTES:

II.2(a) 18-320 Approve the Minutes of the CPSM Workshop held on June 19, 2018, as written or with amendments.

Attachments: 06-19-18 CPSM.pdf

EXHIBIT A-Center for Public Safety Management Report Presentation.pdf

II.2(b) 18-321 Approve the Minutes of the Regular meeting of June 26, 2018, as written or with amendments.

Attachments: 06-26-18 Minutes.pdf

EXHIBIT A-HCVA Fee letter 001.pdf

II.2(c) 18-322 Approve the Minutes of the Fiscal Sustainability Workshop held on June 28, 2018, as written or with amendments.

Attachments: 6-28-2018 Minutes Fiscal Sustainability Workshop Minutes.pdf

EXHIBIT A-FY2019 Budget Workshop - Fiscal Sustainability (20180626).pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 18-302 Approve the FY2019 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; Pending Approval of the FY2019 Budget. (Utilties Director)

Attachments: JFA Cover Letter dated July 9, 2019

Joint Funding Agreement

V.2 18-314 Approve a Resolution Amending the FY2018 Budget to Reallocate Funds for the Purchase of a New Surface Water Polyblend System for the Dyal Water Treatment Plant and to correct a negative balance. (Utilities Director)

Attachments: Budget Resolution FY 2018

BAF-UT-Replacement of WS Polymer System (08-14-18)~ Agenda 18-314 - FY

WTC - 042518-JB-B Install Quote

WTC - Approved SS

Polyblend Quote

V.3 18-327 Approve Amendment #1 to Task Order 2017-29 (Change Order #1 to FY18 P.O. 71619) with Bussen-Mayer Engineering Group, Inc. to allow for the Additional Design of a Reclaimed Water Main Extension as part of the Michigan Avenue Force Main Extension, Project No. WS17MI. (Utilities Director)

Attachments: T.O. 2017-29.1 Proposal

TO (2017-29.1) BUSSEN (7-31-18) - $41700 - UT.pdf

V.4 18-336 Approve a Resolution Amending the FY2018 Budget to Reallocate Funds for the Purchase of Soda Ash, Starch, Chlorine and Cal Flo for the Dyal Water Treatment Plant; To Approve Change Order #1 to Purchase Order 71241 (Soda Ash), Change Order #1 to PO 71147 (Starch), Change Order #2 to PO 71239 (Chlorine), Change Order #2 to PO 71242 (Cal Flo), Change Order #2 to PO 71238 (Ferric Sulfate). (Utilities Director)

Attachments: Budget Resolution FY 2018

BAF-Dyal-Transf Chem funds (8_14_18)~ Agenda 18-336.pdf

VI. CITY BUSINESS:

VI.1 18-345 Accept Stantec's 2018 Revised Final Fiscal Year 2018-2019 Utility Revenue Sufficiency Analysis Update. (Finance Director)

Attachments: City of Cocoa - FY 2018-19 Utility RSA - Revised Final Report - 8-6-18.pdf

VI.2 18-273 Approve Resolution No. 2018-059 amending Resolution No. 93-27 (the "Master Resolution"), as amended, to modernize certain provisions. (Finance Director)

Attachments: Amend to Master Resolution 2018 amendments (01387844).pdf

VI.3 18-274 Approve Resolution No. 2018-060 supplementing Resolution No. 93-27 (the "Master Resolution"); Authorize issuance of Water and Sewer System Revenue Bonds (the "Series 2018 New Money Bonds") not to exceed $50,000,000 to finance certain capital improvements to the System; Authorize the negotiated sale of Series 2018 New Money Bonds to the Underwriters. (Finance Director)

Attachments: Resolution Authorizing 2018 Bonds - New Money (01387830).pdf

Exhibit A - Bond Purchase Agreement (01387831)

Exhibit C - Preliminary Official Statement (01387824)

Exhibit D - Continuing Disclosure Certificate (01387832)

VI.4 18-275 Approve Resolution 2018-061 authorizing issuance of Water and Sewer System Refunding Revenue Bonds, Series 2018_ (the "Series 2018 Refunding Bonds") not to exceed $22,000,000 to refund the Water and Sewer System Revenue Bonds Series 2009A and the Water and Sewer System Refunding Revenue Bonds Series 2009B. (Finance Director)

Attachments: Resolution Authorizing 2018 Bonds - Refunding (01387836).pdf

RJA Loan Proposal 8-9-18

VI.5 18-317 Approve a Resolution Amending the Fiscal Year 2018 Budget in part through the use of General Fund Reserves and Contingency, to reclassify payroll, operating, and capital, related to Hurricane Irma and various other unexpected expenses that resulted in negative account balances. (Finance Director)

Attachments:
- Budget Resolution FY 2018.docx
- BAF Tracking Sheet.pdf
- BAF-CC-Council Health (8-14-18) Agenda 18-317 - FY18
- BAF-CS-Community Services Accruals (8-14-18) Agenda 18-317 - FY18
- BAF-FD-Fire Accruals (8-14-18) Agenda 18-317 - FY18
- BAF-FN-Irma Emergency Repairs (8-14-18) Agenda 18-317 - FY18
- BAF-CS-Leisure Services Accruals (8-14-18) Agenda 18-317 - FY18
- BAF-FN-P. Brodie Accruals (8-14-18) Agenda 18-317 - FY18
- BAF-PD-Police Accruals and Health (8-14-18) Agenda 18-317 - FY18
- BAF-PW-Accruals and Shoe Allowance (8-14-18) Agenda 18-317 - FY18
- ~BAF-PW-Claw Truck and Forklift to GF (8-14-18)~ Agenda 18-317 1 of 1.pdf
- BAF-PW-SW Z. Knable Accruals (8-14-18) Agenda 8-317 - FY18
- BAF-UT-Irma Accruals and Shoes (8-14-18) Agenda 18-317 - FY18
- BAF-UT-4025-FREIGHT POSTAGE (8-14-18) Agenda 18-317 - FY18
- ~BAF-PW-Claw Truck and Forklift to GF (8-14-18)~ Agenda 18-317 1 of 2.pdf

VI.6 18-325 To Approve Amendment No. 6 (Change Order #2 to FY18 P.O. 71534) with CDM Smith, Inc. to Provide Additional Project Support Required for the Biological Nutrient Removal (BNR), Project No. WS1222; To Authorize the City Manager to Execute Amendment; To Approve a Resolution Amending the FY18 Budget to Transfer Funds from the Stone Street Corridor Streetscaping, Project No. WS18SS to the BNR Project No. WS1222; To Approve a Resolution to Modify the Previously Adopted Resolution 2013-083 to Adjust the Total Project Amount. (Utilities Director)

Attachments:
- CDM Smith Change Order Proposal
- Budget Resolution FY 2018
- BAF-UT-Biological Nutrient Removal Project (8-14-18)~ Agenda 18-325 - FY18.
- Resolution Project Contingency - BNR
- CURRENT TOTAL PROJECT BUDGET
- TO (2013-23.6) CDM (7-27-18) $86975.40 - UT.pdf

MULTI-YEAR CONTRACTS:

VI.7 18-326 Request authorization to award a multi-year agreement for Shoreline Stabilization Full Restoration project activity under the Continuing Services Agreement for Marine Construction Services to TSI Disaster Recovery, LLC in the amount of $590,390 for Alternate #1 to complete the Lee Wenner Park Shoreline Stabilization Full Restoration project. Approve a task order for Shoreline Stabilization to TSI Disaster Recovery, LLC in the amount of $590,390. Approve a budget resolution to amend the FY2018 budget to move funds from General Fund Balance Reserves to 001-3580-519-63-00 under Project #ES17HI. Approve a change order resolution to authorize the City Manager to approve change orders not to exceed 10% or $59,039 of the award amount. (Public Works Director)

Attachments:
- Budget Resolution FY 2018.docx
- BAF-PW-Shoreline Stabilization (8-14-18)~ Agenda 18-326 - FY18.pdf
- Resolution - Project Contingency (ES17HI).doc
- Four quotes for Alternate 1.pdf
- Four quotes for Alternate 2.pdf
- TSI Continuing Services Agreement - June 2018.pdf
- Contingency Tracking Worksheet TSI Disaster Recovery.pdf
- 050718 Lee Wenner Shoreline Plans.pdf
- ISS Shoreline Restoration Alternate 1 and 2 Scope of Work.pdf
- ISS Shoreline Restoration Addendum 1 Scope of Work.pdf
- TO Shoreline.pdf

VI.8 18-344 Approve a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of a School Resource Officer and the addition of a second School Resource Officer for the 2018-2019 school year, July 1, 2018 through June 30, 2019 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board. (Chief of Police)

Attachments: SRO Agreement with CITIES -8.10.18 (Final)

VI.9 18-346 Approve a multi-year contract between Emma Jewel Charter Academy and the City of Cocoa to provide an SRO Special Detail beginning on August 10, 2018, and continuing until such time they have an Armed School Security Specialist trained and in place; and authorize the City Manager and City Attorney to finalize and execute the contract with Emma Jewel Charter Academy. (Chief of Police)

Attachments: MOU with Emma Jewel for SRO Special Detail.pdf

VII. COUNCIL BUSINESS:

VII.1 18-309 Consider the appointment of Mr. Edward Green as a Regular member to the Code Enforcement Board through June, 2021; and the appointment of Mr. W. Scott Hannon as the 1st Alternate member to the Code Enforcement Board. (Administrative Services Director)

Attachments: Green-Board application.pdf
Hannon-Board application.pdf
Green Consideration letter.pdf
Hannon Consideration letter.pdf
Code Enforcement Board roster.pdf

VII.2 18-310 Consider the Appointment of Mr. Curt Chandler as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2022. (Administrative Services Director)

Attachments: Chandler-Board application.pdf
Chandler Consideration letter.pdf
US 1 RDA roster.pdf

VII.3 18-311 Consider the Appointment of Mr. Paul Johnson as a Regular member of the Sustainability Advisory Committee. (Administrative Services Director)

Attachments: Johnson- Board application.pdf
Johnson Consideration letter.pdf
Sustainability Advisory Committee Roster.pdf

VII.4 18-340 Confirm the Mayor's nomination of Mr. Clinton E. Warner III, as the Resident member of the Cocoa Housing Authority through December 31, 2021. (Administrative Services Director)

Attachments: Warner Board application.pdf
Email from Herb Hernandez.pdf
Warner Consideration letter.pdf
Housing Authority of the City Roster.pdf

VIII. PUBLIC HEARINGS:

VIII.1 18-323 Ordinance No. 07-2018/2nd & Final Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday. (City Attorney)

Attachments: 07-2018 City Council Meeting Times.pdf
Legal Ad OrderConf.pdf

VIII.2 18-330 Ordinance 05-2018/2nd & Final Reading: Amending Appendix A, Zoning, Article X, Section 3 of the City Code, to modify the requirements to allow the construction of single-family dwellings and customary accessory buildings on a nonconforming lot of record. (Community Services Director)

Attachments: Ordinance 05-2008

VIII.3 18-334 City Council consideration and public comment on the allocation of the 2018 Edward Byrne Memorial Justice Assistance Grant in the amount of $24,879. (Chief of Police)

Attachments: CDW Quote for Laptops.pdf

JAG- LEGAL AD PROOF.pdf

VIII.4 18-331 Ordinance 06-2018/1st Reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village Sub-district. (Community Services Director)

Attachments: Ordinance 06-2018

Waterfront Overlay District

IX. INFORMATIONAL AGENDA:

IX.1 18-338 Fire Incident Summary Report for July, 2018. (Fire Chief)

Attachments: July Fire Incident Summary Report.pdf

IX.2 18-348 Cocoa Police Department District Event Statistics for the months of May and June, 2018. (Chief of Police).

Attachments: May 2018 Council Report by District

June 2018 Council Report by District

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.

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

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

Legislation Details (With Text)

File #:	18-319	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/30/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of August 14, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-14-18 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2018
Agenda Date: August 14, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of August 14, 2018 as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

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Approve the agenda for all Regular meetings of August 14, 2018 as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: August 14, 2018	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of August 14, 2018 (18-319)
2. Minutes: (a) CPSM Workshop on June 19, 2018 (18-320)
   (b) Regular Meeting of June 26, 2018 (18-321)
   (c) Fiscal Sustainability Workshop on June 28, 2018 (18-322)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

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

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 the FY2019 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; Pending Approval of the FY2019 Budget. (18-302). (Utilities Director)

2. Approve a Resolution Amending the FY2018 Budget to Reallocate Funds for the Purchase of a New Surface Water Polyblend System for the Dyal Water Treatment Plant and to correct a negative balance. (18-314). (Utilities Director)

3. Approve Amendment #1 to Task Order 2017-29 (Change Order #1 to FY18 P.O. 71619) with Bussen-Mayer Engineering Group, Inc. to allow for the Additional Design of a Reclaimed Water Main Extension as part of the Michigan Avenue Force Main Extension, Project No. WS17MI. (18-327). (Utilities Director)

4. Approve a Resolution Amending the FY2018 Budget to Reallocate Funds for the Purchase of Soda Ash, Starch, Chlorine and Cal Flo for the Dyal Water Treatment Plant; To Approve Change Order #1 to Purchase Order 71241 (Soda Ash), Change Order #1 to PO 71147 (Starch), Change Order #2 to PO 71239 (Chlorine), Change Order #2 to PO 71242 (Cal Flo), Change Order #2 to PO 71238 (Ferric Sulfate). (18-336). (Utilities Director)

VI. CITY BUSINESS:

1. Accept Stantecs 2018 Revised Final Fiscal Year 2018-2019 Utility Revenue Sufficiency Analysis Update. (18-345). (Finance Director)

2. Approve Resolution No. 2018-059 amending Resolution No. 93-27 (the “Master Resolution”), as amended, to modernize certain provisions. (18-273). (Finance Director)

3. Approve Resolution No. 2018-060 supplementing Resolution No. 93-27 (the “Master Resolution”); Authorize issuance of Water and Sewer System Revenue Bonds (the “Series 2018 New Money Bonds”) not to exceed $50,000,000 to finance certain capital improvements to the System; Authorize the negotiated sale of Series 2018 New Money Bonds to the Underwriters. (18-274). (Finance Director)

4. Approve Resolution 2018-061 authorizing issuance of Water and Sewer System Refunding Revenue Bonds, Series 2018_ (the “Series 2018 Refunding Bonds”) not to exceed $22,000,000 to refund the Water and Sewer System Revenue

Bonds Series 2009A and the Water and Sewer System Refunding Revenue Bonds Series 2009B. (18-275). (Finance Director)

5. Approve a Resolution Amending the Fiscal Year 2018 Budget in part through the use of General Fund Reserves and Contingency, to reclassify payroll, operating, and capital, related to Hurricane Irma and various other unexpected expenses that resulted in negative account balances. (18-317). (Finance Director)

6. Approve Amendment No. 6 (Change Order #2 to FY18 P.O. 71534) with CDM Smith, Inc. to Provide Additional Project Support Required for the Biological Nutrient Removal (BNR), Project No. WS1222; To Authorize the City Manager to Execute Amendment; To Approve a Resolution Amending the FY18 Budget to Transfer Funds from the Stone Street Corridor Streetscaping, Project No. WS18SS to the BNR Project No. WS1222; To Approve a Resolution to Modify the Previously Adopted Resolution 2013-083 to Adjust the Total Project Amount. (18-325). (Utilities Director)

MULTI-YEAR CONTRACTS:

7. Request authorization to award a multi-year agreement for Shoreline Stabilization Full Restoration project activity under the Continuing Services Agreement for Marine Construction Services to TSI Disaster Recovery, LLC in the amount of $590,390 for Alternate #1 to complete the Lee Wenner Park Shoreline Stabilization Full Restoration project. Approve a task order for Shoreline Stabilization to TSI Disaster Recovery, LLC in the amount of $590,390. Approve a budget resolution to amend the FY2018 budget to move funds from General Fund Balance Reserves to 001-3580-519-63-00 under Project #ES17HI. Approve a change order resolution to authorize the City Manager to approve change orders not to exceed 10% or $59,039 of the award amount. (18-326). (Public Works Director)

8. Approve a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of School Resource Officer and the addition of a second School Resource Officer for the 2018-2019 school years, July 1, 2018 through June 30, 2019 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board. (18-344). (Chief of Police)

9. Approve a multi-year contract between Emma Jewel Charter Academy and the City of Cocoa to provide an SRO Special Detail beginning on August 10, 2018, and continuing until such time they have an Armed School Security Specialist

trained and in place; and authorize the City Manager and City Attorney to finalize and execute the contract with Emma Jewel Charter Academy. (18-346). (Chief of Police)

VII. COUNCIL BUSINESS:

1. Consider the appointment of Mr. Edward Green as a Regular member to the Code Enforcement Board through June, 2021; and the appointment of Mr. W. Scott Hannon as the 1st Alternate member to the Code Enforcement Board. (18-309). (Administrative Services Director)

2. Consider the Appointment of Mr. Curt Chandler as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2022. (18-310). (Administrative Services Director)

3. Consider the Appointment of Mr. Paul Johnson as a Regular member of the Sustainability Advisory Committee. (18-311). (Administrative Services Director)

4. Confirm the Mayor's nomination of Mr. Clinton E. Warner III, as the Resident member of the Cocoa Housing Authority through December 31, 2021. (18-340). (Administrative Services Director)

VIII. PUBLIC HEARINGS:

1. Ordinance No. 07-2018/2nd & Final Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday. (18-323). (City Attorney)

2. Ordinance 05-2018/2nd & Final Reading: Amending Appendix A, Zoning, Article X, Section 3 of the City Code, to modify the requirements to allow the construction of single-family dwellings and customary accessory buildings on a nonconforming lot of record. (18-330). (Community Services Director)

3. City Council consideration and public comment on the allocation of the 2018 Edward Byrne Memorial Justice Assistance Grant in the amount of $24,879. (18-334). (Chief of Police)

4. Ordinance 06-2018/1st Reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village Sub-district. (18-331). (Community Services Director)

IX. INFORMATIONAL AGENDA:

1. Fire Incident Summary Report for July, 2018. (18-338). (Fire Chief)

2. Cocoa Police Department District Event Statistics for the months of May and June, 2018. (18-348). (Chief of Police)

X. REPORTS:

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

XI. ADJOURNMENT.

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Legislation Details (With Text)

File #:	18-320	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	7/30/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve the Minutes of the CPSM Workshop held on June 19, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-19-18 CPSM.pdf EXHIBIT A-Center for Public Safety Management Report Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2018
Agenda Date: August 14, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the CPSM Workshop held on June 19, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is not budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the CPSM Workshop held on June 19, 2018, as written or with amendments.

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MINUTES

CITY OF COCOA
CPSM Work□ho□

June 19, 2018

A CPSM Work□ho□ □a□held on Tue□da□, June 19, 2018 located at Cocoa Cit□Hall, 65 Stone St., Cocoa, Florida, a□ □ublicl□noticed.

I. OPENING MATTERS:

Ma□or Parri□h called the meetin□to order at 6:08 □m.

Councilman Whi□□le □ro□ided the in□ocation and Ma□or Parri□h led the a□□embl□ in the Pled□e o□Alle□iance to the □nited State□o□America.

The A□□i□tant Cit□Clerk took the roll.

PRESENT:	Henr□ □. Parri□h III	Ma□or
	Jeri Blanco	De□ut□Ma□or
	Brenda Warner	Council□oman
	Clarence Whi□□le, Jr.	Councilman
	John Titkanich, Jr.	Cit□Mana□er
	Matt Fuhrer	A□□i□tant Cit□Mana□er
	Monica Ar□enault	A□□i□tant Cit□Clerk
ABSENT:	Don Boi□□ert	Councilman
	Anthon□Gar□ane□e	Cit□Attorne□

OTHER STAFF MEMBERS PRESENT:

Tamm□ Gemmati, Admini□trati□e Ser□ice□ Director□Gene Prince, Fire Chie□□ Michael Cantalou□e, Chie□o□Police□Y□onne Martine□, Police PI O□icer□Ben Landi□, Patrol O□icer□John Hankin□, Police Ma□or□Bill Mill□, Detecti□e Ser□eant□ A□ril Staton, Communication□ O□icer□ Chri□ Hatta□a□, Patrol O□icer□ and Samantha Sen□er, Public Relation□S□eciali□t/A□□i□tant to Cit□Mana□er.

II. Workshop Topics

1. CPSM Pre□entation

Cit□Mana□er Titkanich e□□lained that the Cit□contracted □ith the Center o□Public Sa□et□Mana□ement (CPSM) □or the □ur□o□e o□ha□in□an anal□i□ □er□ormed on

the Cocoa Police De□artment (CPD). He introduced Leonard Matare□e, Director o□Re□earch and Pro□ram De□elo□ment, □ho □ill be □re□entin□ the □indin□□. [1]

Mr. Matare□e □ro□ided hi□ back□round hi□tor□ in la□ en□orcement and □ublic □a□et□. He al□o □hared back□round in□ormation re□ardin□ the team that de□i□ed thi□ □articular □tud□.

Mr. Matare□e re□ie□ed the □te□□taken in order to com□lete a □ro□ect. He e□□lained that the □ir□t □te□ i□ to □ather ra□ data throu□h a CAD □□tem. While their team thorou□hl□ anal□□e□ the data, a re□ue□t i□ □ubmitted to the Chie□o□Police □or a □erie□ o□document□. The document□ are then u□loaded to the CPSM team □or their re□ie□ □rior to their on-□ite ob□er□ation. Focu□ □rou□□ and inter□ie□□ are conducted a□□ell a□other re□earch.

He e□□lained that the □inal re□ort i□ one hundred thirt□-t□o □a□e□lon□, ho□e□er, hi□ intention□ are to hi□hli□ht the mo□t im□ortant □art□ durin□ thi□ □e□□ion.

Mr. Matare□e di□cu□□ed □trate□ic □lannin□. He e□□lained that one o□the mo□t common i□□ue□ □ound in a Police De□artment i□ the lack o□a □trate□ic □lan. He hi□hli□hted a □e□ ma□or recommendation□made b□the CPSM, one o□□hich i□the de□elo□ment o□ a more com□rehen□i□e method o□ □trate□ic □lannin□ and □er□ormance a□□e□□ment.

The other recommendation Mr. Matare□e noted i□ that the CPD mu□t □ork □ith internal and e□ternal □takeholder□ to de□elo□ and □ubli□h a multi□ear □trate□ic □lan a□ o□□o□ed to the cur□or□ annual □lan□ re□uired b□ accreditation authoritie□. He em□ha□i□ed that the e□□recti□ene□□ o□an a□enc□ can thri□e □rom ha□in□ a multi-□ear □trate□ic □lan a□it de□ine□ ob□recti□e□ and □oal□.

It i□ al□o e□uall□ im□ortant □or it to be monitored and en□orced b□ both elected o□icial□ and mana□ement. He mentioned that the Cit□ ha□ done a □reat □ob o□ □uttin□ to□ether a cit□-□ide □trate□ic □lan and □ointed out that it la□□ out t□o □□eci□ic ob□recti□e□ re□ardin□ □olice □er□onnel and enhancin□ communit□ □artici□ation in crime reduction e□□ort□. He □ointed out that □hile it i□ □ood that thi□ □trate□ic □lan ha□ the□e ob□recti□e□ it doe□ not include □□eci□ic mea□urement□ on en□orcin□ □er□ormance.

In re□ard□ to □atrol, Mr. Matare□e identi□ied □our i□□ue□:

1) Workload anal□□i□
2) De□lo□ment anal□□i□
3) Re□□on□e time□re□ie□

[1] Exhibit A: CPSM Presentation

4) Schedule

Mr. Matare e di cu ed orkload anal i . He e lained the di erence bet een call or er ice (CFS) and orkload. CFS i de cribed a the number o call received hile orkload i the amount o time taken to handle the CFS.

He e lained the Rule o 60 hich note that a ro imatel i t ercent o orn o icer hould be a i ned to atrol. CPD currentl ha ort- i orn o icer, hich include our lieutenant, i er eant, three cor oral, and thirt -three olice o icer. The e ort- i o icer re re ent a ro imatel e ent to ercent o orn com lement. Additionall , the CPD ha o icer a i ned to e eral o ition includin ield trainin , chool re ource o icer, and the Communit Re ource nit. While o icer a i ned to the e o ition do not re ularl handle CFS, the a ear a art o the atrol ta in and hen the are added in the ercenta e increa e to a little o er e ent-nine ercent. Mr. Matare e tated the de artment ha a hi her than e ected ercenta e o orn o icer dedicated to the atrol unction, ho e er thi i not a hard-and- a t rule. He e lained that taken on it ace, thi ercenta e indicate that erha too man orn o icer are a i ned to atrol a a unction o the entire de artment.

Mr. Matare e e lained that the econd art o the Rule o 60 i that an o icer hould not be tied u on orkload, on a era e, more than i t ercent o the time they're on duty. He e lained that i an o icer i con i tentl handlin a orkload o more than i t ercent o their atrol time then it i an indication that the ha e too much o a orkload and are there ore unable to er orm more roacti e, re entati e, and communit en a in t e o ork.

He hared a ra h o de lo ment and orkload, hich de icted ummer eekda in 2016 and e lained it in detail. Additionall , he hared a econd ra h de ictin orkload ercenta e b hour on ummer eekda in 2016.

Furthermore, he ro ided a breakdo n o orkload . de lo ment durin ummer eekda . He e lained that the a era e orkload i e ual to about our and a hal o icer er hour and the a era e ercent o de lo ed o icer i ort-nine ercent. He tated that eak SI i i t- our ercent and eak SI time i 4:30 m.

Council oman Warner e re ed her ur ri e at the eak SI time. Mr. Matare e e lained that thi i actuall er common.

He hared ra h and in ormation re ardin orkload ercenta e b hour on ummer eekend. He noted that the a era e orkload i actuall le than durin the eek. Additionall , he re ie ed ra h and in ormation re ardin the a era e

de□lo□ment and □orkload □ercenta□e b□hour on □inter □eekda□□ in 2017 a□ □ell a□ □inter □eekend□ in 2017.

Mr. Matare□e □ointed out □atrol ob□er□ation□. It □a□ noted that □e□eral time□ throu□hout the da□ the □orkload □□ike□ around the time □hi□t□ chan□e. He identi□ied i□□ue□ □ith □hi□t tran□ition□. He □tated that one □oal o□□atrol □er□onnel allocation i□ to en□ure a □tead□ □u□□l□o□□er□onnel to meet demand. Thi□ can be addre□□ed b□ more e□ecti□e □u□er□i□ion at □hi□t tran□ition.

Mr. Matare□e identi□ied an i□□ue re□ardin□ a hi□h amount o□ out-o□-□er□ice time durin□ the da□. He □ointed out the increa□e□ in out-o□-□er□ice time □hen □hi□t□ are doubled u□. He e□□lained that □hen an oncomin□ □hi□t be□in□ dut□ the □rior □hi□t □oe□out o□□er□ice to addre□□ admini□trati□e □ork that could not be handled durin□ their □hi□t and there□ore the bene□it o□added □er□onnel durin□ the time□ the□ are needed mo□t i□ undermined b□ admini□trati□e dutie□.

Mr. Matare□e di□cu□□ed o□icer initiated acti□it□. He e□□lained that one ne□ati□e con□e□uence o□a hi□h admini□trati□e burden i□a lo□ le□el o□□roacti□e acti□it□.

Mr. Matare□e talked about hi□h re□□on□e time□. The re□□on□e time□ to hi□h □riorit□ CFS i□a little o□er ten minute□ com□ared to the a□era□e CFS □hich i□ hi□her than CPSM □ould e□□ect. While re□□on□e to routine call□ i□ □ood, it a□□ear□ that the Cocoa Police De□artment □tru□□le□ □ith hi□h □riorit□ re□□on□e□. It □a□ noted that the □olice de□artment □hould e□amine re□□on□e time□ care□ull□, □articularl□ on □atrol □ta□in□ allocation to en□ure enou□h o□icer□ are a□ailable at the ri□ht time□ to re□□ond □uickl□ to CFS.

Councilman Whi□□le a□ked that □hen the□e i□□ue□ □ere di□co□ered i□ there □a□ an immediate attem□t to make recti□ication□. In re□□on□e, Mr. Matare□e an□□ered a□irmati□el□. He e□□lained that CPSM doe□ not □u□t dro□ o□□ their □indin□□. The □olice de□artment □a□ke□t in the loo□ o□ their □indin□□ a□ the□ □ere di□co□ered.

Mr. Matare□e e□□lained that the □atrol □unction □ace□, on a□era□e, a □aturation inde□ o□ nearl□ i□t□ □ercent throu□hout the □ear, □hich i□ hi□h. While not abo□e the i□t□ □ercent thre□hold, the □oint□ di□cu□□ed □arrant con□ideration o□ recon□i□urin□ □atrol □hi□t□ to better meet the □er□ice demand□ o□ the communit□.

He explained current schedule issues and an “overlap day”. The CPD’s main patrol □orce i□ □cheduled in ten hour □hi□t□ □tartin□ at 6:00 a.m., 2:00 □.m., and 8:00 □.m. Each □hi□t i□ □u□er□i□ed b□ one □er□eant □ith cor□oral□ a□□i□ned to □e□eral □hi□t□. The □atrol di□i□ion i□ □e□arated into t□o □e□arate □ide□ that are mirror ima□e□ o□ each other. One □ide □ork□ □rom Sunda□ to Wedne□da□ and the other □ide □ork□ Wedne□da□ to Saturda□. Both □ide□ are □cheduled to □ork on Wedne□da□□, □hich

is designed to be the CPD's "training day." The □atrol □chedule i□ de□i□ned to create an o□erla□ da□ each □eek to allo□ □or trainin□. Thi□ i□ critical to □ro□idin□ □olice □er□ice□. Shi□t □chedule□ □hould be de□i□ned to meet the need□ o□ the □er□ice demand□ and then trainin□ □hould be □cheduled around that □chedule, not the other □a□ around.

He □hared a □ra□h o□ current o□erla□□in□ □hi□t□ a□ □ell a□ a □ra□h de□ictin□ de□lo□ment on Wedne□da□□ □hich □ho□ed □ariou□ time□ and ho□ man□ o□icer□ on dut□. He □hared di□□erent □cenario e□uation□ illu□tratin□ o□icer□ □□. hour□ □□. □eek□, e□ualin□ □ariou□ □aid hour□ o□ trainin□ □er □ear. He □tated that CPSM □tron□l□ recommend□ that the cit□ mo□e□ o□□ thi□ □chedule a□ there are man□ re□ource hour□ bein□ lo□t.

Mr. Matare□e recommended t□el□e hour □hi□t□, □e□en da□□ a □eek. Thi□ ma□imi□e□ the amount o□ re□ource□ that are a□ailable at an□ time durin□ the da□. At a minimum, t□ent□-i□e □ercent o□ the □atrol □orce i□ □orkin□ at all hour□ o□ the da□. Patrol o□icer□ are than allo□ed to □ork to□ether at the □ame time a□ their supervisors and work together as a squad. This is called the "Pittman schedule".

Mr. Matare□e □tated that the□ recommend the de□lo□ment o□ t□o communit□ re□□on□e team□. He □re□ented a recommended de□lo□ment chart and the recommended □chedule an indi□idual o□icer □hould □ork. He mentioned that thi□ i□ a common □chedule □or nur□e□. He noted the □er□onal e□□ect o□ □orkin□ t□el□e hour □hi□t□ □hich, a□ter a □tud□ □a□ done, □ho□ed that it made no di□□erence in com□ari□on to other □hi□t□ □orked. Thi□ allo□□□ □or a little more mone□ to be made and le□□ time □□ent □orkin□ a□ an indi□idual o□icer □ill not □ork more than t□o da□□ in a ro□ and □ill ne□er ha□e to □ork thirt□-i□ hour□ □trai□ht. The□ □ill al□o recei□e e□er□ other □eekend o□□.

Mr. Matare□e e□□lained Communit□ Re□□on□e Team□ (CRT□). Cit□ Mana□er Titkanich in□uired about the t□o CRT□ and a□ked □hat the im□act □ould be i□ the cit□ o□erated on onl□ one CRT. Mr. Matare□e e□□lained that i□ the cit□ □ent to thi□ design, the workload could be adjusted to fit the department's needs.

Ma□or Parri□h a□ked i□ the □re□iou□ t□el□e-hour □hi□t □chedule □a□ □imilar to thi□. Chie□ Cantalou□e e□□lained it □a□ □ome□hat □imilar, ho□e□er the □hi□t□ could □ar□ □rom ei□ht to t□el□e hour□.

Ma□or Parri□h a□ked i□ the Cit□ ha□ enou□h □er□onnel. Mr. Matare□e e□□lained that the City's officers are busy i□t□ □ercent o□ the time □o i□ the □olice de□artment □a□ able to □latten the □orkload □□ike□ than the Cit□ □ould de□initel□ ha□e □lent□ o□□ta□□ to □□read out the □orkload.

Mr. Matare□e e□□lained that call□ □or □er□ice in Cocoa are hi□h. He □ro□ided □tati□tic□on CFS. He □re□ented a □ra□h that de□icted a breakdo□n o□each kind o□call □or □er□ice. He noted the de□artment's □hilo□o□h□, □hich i□ "no call i□ con□idered too minor to □arrant a re□□on□e and no ca□e i□too □mall to □arrant an in□e□ti□ation." He e□□lained that thi□ i□ a □hilo□o□h□ the communit□ need□ to con□ider a□ □ell. He di□cu□□ed □a□□o□reducin□ call□ □or □er□ice. He □ointed out that citi□en □ati□action actuall□ increa□ed □hen citi□en□ did not ha□e to □ait around □or an o□icer to □ho□ u□, but rather □ubmit a re□ort at their con□enience or to re□ort o□er the □hone.

Mr. Matare□e □tated that the Cit□ha□done a □reat □ob o□er the □ear□reducin□the crime rate but there i□ □till □ork to be done.

Ma□or Parri□h □hared that he □eel□ that all the blame cannot be □laced on the Police De□artment alone. He e□□re□□ed hi□a□□reciation □or all o□the communit□ in□ut and □artici□ation on the□e i□□ue□.

Mr. Matare□e □ointed out that i□im□ortant □or o□icer□ to □hare a □artner□hi□ □ith their communitie□. Additionall□, Ma□or Parri□h e□□re□□ed that □roblem□ □ill ne□er be □ol□ed □ithout the hel□o□the communit□and the Cit□need□to continue mo□in□ □or□ard to lo□er crime.

Mr. Matare□e □tated that it a□□ear□that the Cocoa communit□ □enerate□a hi□her rate o□CFS □or a communit□ o□it□ □i□e. The □olice de□artment □hould con□ider bein□more a□□re□□i□e at tria□in□CFS.

Cit□ Mana□er Titkanich in□uired about Mr. Matarese's e□□erience in certain communitie□ □here □articular re□ource□are not al□a□□a□ailable. In re□□on□e, Mr. Matare□e di□cu□□ed □mart □hone a□□□and bein□able to □ubmit re□ort□ □or □mall incident□. He □ointed out area□o□□ocu□, not u□t in Cocoa but e□er□□here, □hich include □al□e alarm□and motor □ehicle accident□. Additionall□, he noted that □hile Cocoa currentl□ha□an acti□e alarm reduction ordinance in □lace, it i□ u□□e□ted that it be ti□htened u□to create a more com□rehen□i□e □trate□□.

Council□oman Warner a□ked i□□ome o□the call□ □ertainin□ to motor □ehicle accident□in□ol□in□onl□□ro□ert□dama□e can be handled b□V-Co□□. In re□□on□e, Mr. Matare□e an□□ered a□irmati□el□.

Cit□ Mana□er Titkanich mentioned that in the FY19 □ro□o□ed bud□et the Cit□ha□ bud□eted □or Co□ Lo□ic, □hich[2] i□an o□□ortunit□ □or the de□artment to tran□ition to □ro□ide □el□-□er□ice online re□ortin□, or ha□in□ the indi□idual come into the

[2] Ma□or Parri□h le□t the room at 7:03□m

Police De□artment to □ill out a re□ort. He a□ked Mr. Matare□e to clari□□ i□thi□ i□ □omethin□ □imilar to □hat he mentioned □re□iou□l□. Mr. Matare□e re□lied a□irmati□el□.

Mr. Matare□e di□cu□□ed the alarm reduction □ro□ram and the le□el o□ □er□ice □olic□. It i□recommended that an additional detecti□e □hould be added to the CID. He noted additional □ta□in□ i□□ue□ and □ointed out that one o□the more im□ortant □rioritie□ i□ to hire one additional admini□trati□e a□□i□tant to hel□ □ith □u□□ort □er□ice□[3]. The role o□ the criminal intelli□ence anal□□t mu□t al□o be □reatl□ enhanced. Vacancy at the rank of major has created a “leadership vacuum” and ha□ □laced more re□□on□ibilit□ and dut□ on □u□er□i□or□.

Cit□ Mana□er Titkanich a□ked Mr. Matare□e □hat hi□ thou□ht□ □ere about addin□ an additional □o□ition or addin□ a role to a □o□ition to im□lement the □lan. Mr. Matare□e □tated that an additional □o□ition □uch a□ thi□ □ould certainl□ hel□ and □ould im□ro□e communication □ithin the de□artment.

2. Discussion on Study

Councilman Whi□□le a□ked about the creation o□ an ad□i□or□ committee. Mr. Matare□e □tated that CPSM did not look at the creation o□ □uch a committee□ ho□e□er, it is common and recommended to have a citizen’s group which would be a □rou□ o□ citi□en□ that meet □uarterl□ or monthl□ □ith the Chie□ o□ Police to talk about i□□ue□ the communit□ i□ □acin□. It al□o allo□□ the Police De□artment to run idea□ and □u□□e□tion□ b□ re□re□entati□e□ o□ the communit□.

Council□oman Warner mentioned that an ad□i□or□ board u□ed to e□i□t, ho□e□er, Mr. Matare□e □ointed out that kind o□ board i□ di□□erent and □a□ not re□earched b□ CPSM.

Ma□or Parri□h a□ked i□ CPSM in□uired about em□lo□ee morale. In re□□on□e, Mr. Matare□e □tated that the em□lo□ee□ □eemed to be □eneall□ ha□□□ □ith their □ork. He did not inter□ie□ them him□el□ a□ other member□ o□ hi□ team conducted inter□ie□□ but there □ere no hi□h le□el□ o□an□er that □ere detected. He □tated that, in hi□ o□inion, thi□ □ould be a beauti□ul □lace to come and □ork in.

Council e□□re□□ed their □inal thou□ht□ on the □tud□.

Council□oman Warner a□ked i□ there i□ a □□eci□ic time □rame to im□lement the□e chan□e□. In re□□on□e, Cit□ Mana□er Titkanich e□□lained that a □ilot □ro□ram ma□ be im□lemented at □ir□t to □ee ho□ e□□ecti□e the□e ne□ chan□e□ □ould be. He e□□lained that ne□otiation□ need to be made but di□cu□□ion i□ in the □roce□□ o□

[3] Ma□or Parri□h returned at 7:05□m

bein held. He e lained that there i al o an acti e contract that im lement ort hour ork eek and o it ma not be o ible to im lement the e ad u tment until the ir t o the ear.

De ut Ma or Blanco in uired, in hi e erience, ho Mr. Matare e ercei e the i e o the Cit. He noted that the area ill mo t likel ro and bounce back a eo le ill continue to tra el to Florida rom all o er.

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Cit Mana er Titkanich ro ided a brie hi tor in re ard to the o ulation and it ro th ince the earl 2000.

Demetriu Water, 911 School St., Cocoa, thanked Cit ta or the re entation. He oke about the union bein roacti e and the ri ht o citi en to com lain. He di cu ed accountabilit.

Rand Fo ter, 4680 Li comb St., Palm Ba, la en orcement con ultant, ointed out that i the Cit ant to reach out to the communit than the need a Police Re ie Board. He tated that Police cannot in e ti ate them el e a it i a con lict o intere t. He tated that he eel an ad i or board i a oke and that he eel one thin olice need i trainin.

Re. Johnnie Denni, 3710 Catalina Dr., Cocoa, re re entin Nation Action Net ork, read a tatement in re ard to a citi en re ie board. He tated that in e er cit the Chie o Police et the tone or the de artment. He talked about olice mi conduct and a hi tor o lo t tem er demon trated b olice o icer. He tated that citi en hould not eel un afe in their o n communit.

Rita L nar, 1200 Clearlake Rd., Cocoa, thanked e er one or conductin and re entin the tud. She hared an incident re ardin an e erience he had ith three o icer and that he elt a re ie board i nece ar to ro ide better leader hi.

Kim Watt, ormer re ident o Cocoa, hared a re iou e erience he had ith Cocoa Police. She a h ical a aulted in ront o her children and a taken into cu tod. When he a rele ed rom cu tod he had no clothe. She e re ed that omethin needed to be done a thi a unacce table. She noted that hen he re ue ted a u er i or he a i nored.

A citi□en □ho □i□hed not to □hare their addre□□, □□oke to M□. Watt□ e□□erience □ith Cocoa PD, and e□□re□□ed that he □a□there □hen thi□ ha□□ened.

Robert John□on, e□□re□□ed that he □eel□ □tructure i□ needed and that dutie□ that need to be done are not bein□ handled □ro□erl□. He □hared that e□er□ Pa□tor □hould kno□ hi□ Ma□or and Chie□ o□ Police and □hould al□o ha□e contact in□ormation □or them. He e□□re□□ed that the communit□ need□ the Police to □rotect and □er□e their communitie□.

Da□id Henr□, 923 School St., Cocoa, □ull time □tudent and □re□iou□ □oldier in the arm□, □hared that he i□ ha□□□ to □olunteer to hel□ and educate □eo□le □ho □ant to combat an inacti□e □olice de□artment. He □hared that he i□ □or the ad□i□or□ board a□it □ill hel□ beat the □ar on crime and combat i□□ue□.

Sh□keria Hard□, 1165 Jordan Rd., Merritt I□land re□ident, □u□t recentl□ mo□ed and □□oke in re□ard□ to O□□icer Menende□. She e□□re□□ed that e□er□one make□ mi□take□ and □he doe□ not be belie□e he □hould be terminated but rather □uni□hed in□tead. She named □e□eral o□□icer□ that □he □eel□ are not out to hurt the black communit□, ho□e□er, □he □eel□ that □ome o□ the ne□er o□□icer□ □eem to be intimidated b□ the black communit□.

Re□. Tommie Stud□hill, □tated that he i□ □or the re□ie□ board. He □tated that there are o□□icer□ that ha□e o□□ered to bu□ □ater □or citi□en□, chan□e a tire, or e□en bu□ a tire, and the□e are □ood o□□icer□. While there are □ome o□□icer□ that are not □o □ood, there are □till □ood o□□icer□. The communit□ need□ to □ork to□ether. He noted that e□en thou□h he ha□ been arre□ted i□e time□, he ha□ ne□er had a bad e□□erience □ith Cocoa Police.

Meli□□a Martin, 5404 Brilliance Cir., Cocoa, came in □u□□ort o□□ood □olicie□. She i□ a retired marine and ha□e□□erience in militar□ □olice and de□elo□in□ □olic□ □or the command. She a□ked □hat our □ualit□ o□li□e i□ de□endent on, and there are □e□eral thin□□ that need to be con□idered. She □ointed out that there □eem□ to be □a□□ in mea□ure□ to en□ure both □ull tran□□arenc□ and accountabilit□. The communit□ de□end□ on the □olice to kee□ e□er□one □a□e.

Ale□ Goin□, 707 John□on St., ab□olutel□ a□ree□ □ith the e□tabli□hment o□ a re□ie□ board. There are tru□t i□□ue□ bet□een citi□en□ and the □olice de□artment. He □tated that □e ha□e to □ind a □a□ to brid□e the □a□. He □eel□ that althou□h □o□iti□e□ and ne□ati□e□ ma□ ha□□en, the tru□t need□ to be built. He □tated that at the end o□ the da□ □e all need each other. He □eel□ that citi□en□ □ill ha□e □omeone to re□ort their issues to if a citizen’s review board is established.

Al Boettcher, Coastal Florida PBA Representative, asked if Council has considered the cost to the City of these adjustments as a result of this study. He shared that he had asked Mr. Matarese previously if the hours of training, due to cost, can be reduced or if the Chief of Police can adjust those hours. There are pending or several reports, regarding investigations, that are public record.

Mayor Parrish stated that he understands that everyone is for the review board, but it must be effective. He expressed that crime, safety and the future of our children is important. This needs to be done fairly and nothing needs to be put in place that will not ultimately be effective.

Jake Williams stated that these meetings always seem to take place as a reaction to an issue and the City needs to be proactive.

In response, Mayor Parrish expressed that this workshop was not held as a "knee jerk reaction" and that something will be done. It will be evident down the line that this has been taken into all seriousness.

Councilman Whittle made a statement regarding the future of the police department. He noted that he is for the review board as well but he wants to make sure it is done right and in order. He encouraged citizens to come forward with issues and not to stand back. Furthermore, he encouraged citizens to come before Council if they feel their issues aren't being handled properly by the Police Department. He stated that the City is working toward doing the right thing.

Councilwoman Warner shared that the City previously had an advisory board and some of the members had a hard time understanding their role. She noted that she is for being proactive and it should be the first step. She encouraged people to come forward and speak up as the Chief cannot handle issues he does not know about. She expressed that at one time, her own daughter expressed that this was a "nowhere town" and that she had no desire to come back here again. She stated that this was extremely hard to hear when so much effort has been put into this City.

In closing, Mayor Parrish thanked everyone for coming.

III. ADJOURNMENT:

*** The CPSM Workshop adjourned at 8:09 pm.**

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk
(Transcribed by Monica Arsenault, Assistant City Clerk)

COMPREHENSIVE ANALYSIS OF CITY OF COCOA POLICE DEPARTMENT

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EXHIBIT A: CPSM Presentation

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Strategic Planning

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No Multi-Year Strategic Plan

- **The department does not have a multiyear strategic plan that drives department-wide and unit goals and performance measurement.** This limitation can restrict the overall effectiveness of organizational performance and limit internal communications.

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Need for Strategic Plan

- The department must develop a more comprehensive method of **strategic planning and performance assessment.**
- The CPD must work with internal and external stakeholders to develop and publish a multiyear strategic plan (as opposed to the cursory annual plans required by accreditation authorities). It is imperative that the department develop reasonable and obtainable performance goals as well as mechanisms for tracking the relative degree of progress in achieving these goals from year to year.

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City Wide Plan

- In May 2016, the City of Cocoa developed and adopted a strategic plan for 2016 through 2021. This plan includes several strategic goals and objectives relating to policing and the issue of "crime awareness and prevention." Indeed, the document states that **"Crime was identified as the most pressing single issue impacting the quality of life for Cocoa residents"** (Strategic Plan 2016–2021, p. 39). The chief was a member of the public safety committee and one of the department's majors was a member of the crime awareness and prevention committee.

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City's Plan Objectives

- The city's strategic plan includes Objective 1.1 which is to **"Deploy police personnel and resources in a manner to more effectively prevent and respond to crime in Cocoa."** Objective 1.2 is to **"Enhance the community participation in crime reduction efforts."** These objectives call for specific efforts and action steps, but do not include either specific measures or performance targets.

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Measures & Objectives

- Without measures and performance targets, and absent a separate strategic plan to guide the operations of the police department, it is quite difficult to guide and measure the relative degree of effectiveness the CPD will have in achieving these stated goals. **This absence of alignment needs to be corrected.**

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Patrol Review

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Patrol Issues

- Workload Analysis
- Deployment Analysis
- Response Times Review
- Schedules

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Workload Analysis

Calls for Service (CFS) vs. Workload

CFS is a number

Workload is the time required to handle CFS

1 Burglary

Send 2 Officers for 1 hour each =

2 Hours Workload

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"Rule of 60" – Part 1

- **Approximately 60% of sworn officers should be assigned to patrol.**
- CPD has 46 sworn officers (4 lieutenants, 6 sergeants, 3 corporals, and 33 police officers). These 46 officers represent 71.9 percent of sworn complement. In addition CPD has officers assigned to field training, school resource officer, and Community Resource Unit positions. While officers assigned to these positions do not regularly handle CFS, they appear as part of the patrol staffing . Adding in these officers assigned increases this percentage to 79.7 percent.

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"Rule of 60"

- Accordingly, the department has a higher than expected percentage of sworn officers dedicated to the patrol function. This part of the "rule" is not hard-and-fast. Smaller agencies tend to have more officers on patrol as a function of the entire department. Taken on its face, a value of 79.7 percent indicates that too many sworn officers are assigned to patrol as a function of the entire department.

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“Rule of 60” Part 2

- **No more than 60 percent of patrol time should be committed to calls for service**. In other words, CPSM suggests that no more than 60 percent of available patrol officer time be spent responding to the service demands of the community. The remaining 40 percent of the time is the “discretionary time” for officers to be available to address community problems and be available for serious emergencies. This Rule of 60 for patrol deployment does not mean the remaining 40 percent of time is downtime or break time. It is simply a reflection of the point at which patrol officer time is “saturated” by CFS.

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FIGURE 3-1: Deployment and Workload, Summer Weekdays, 2016

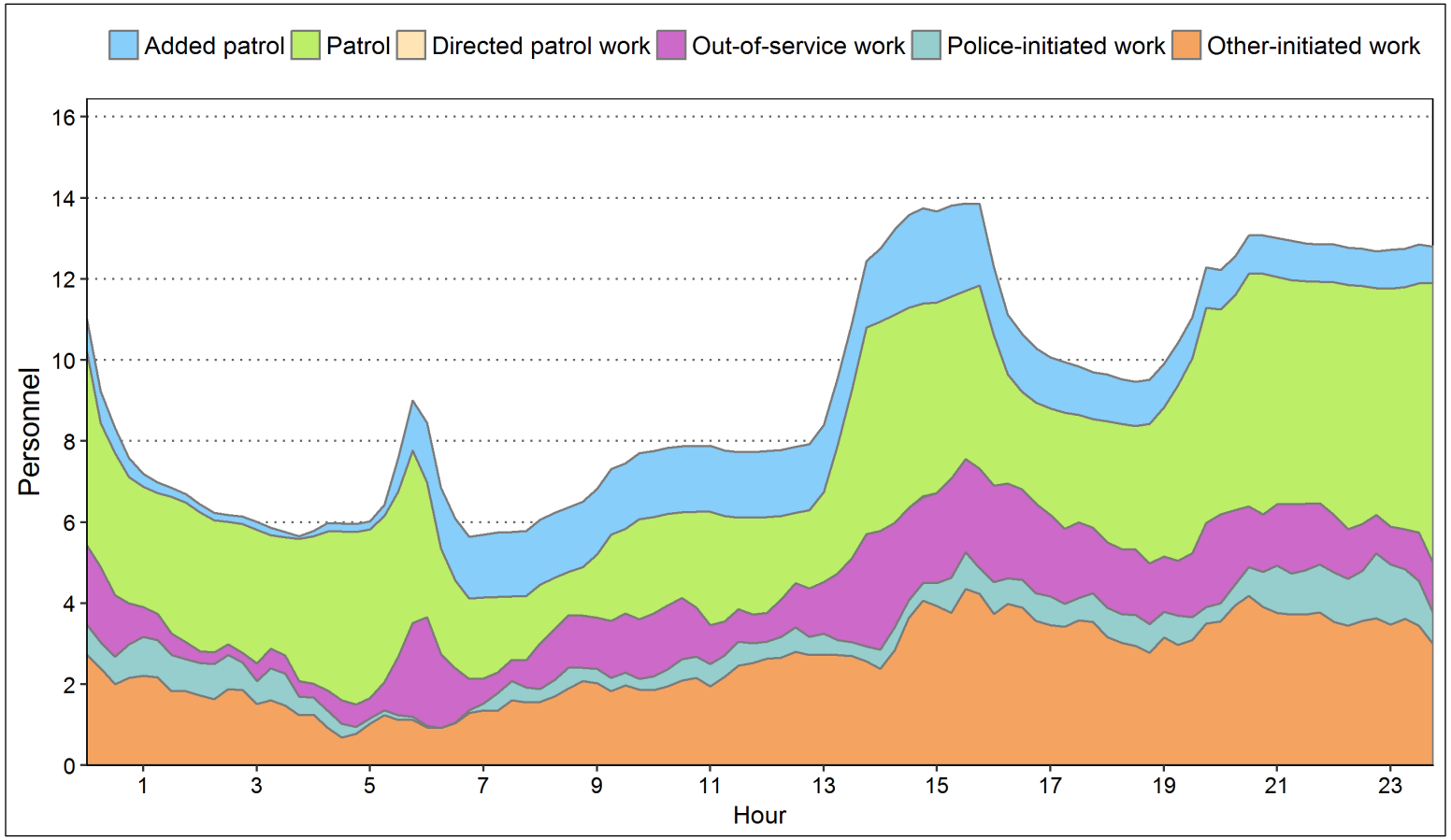

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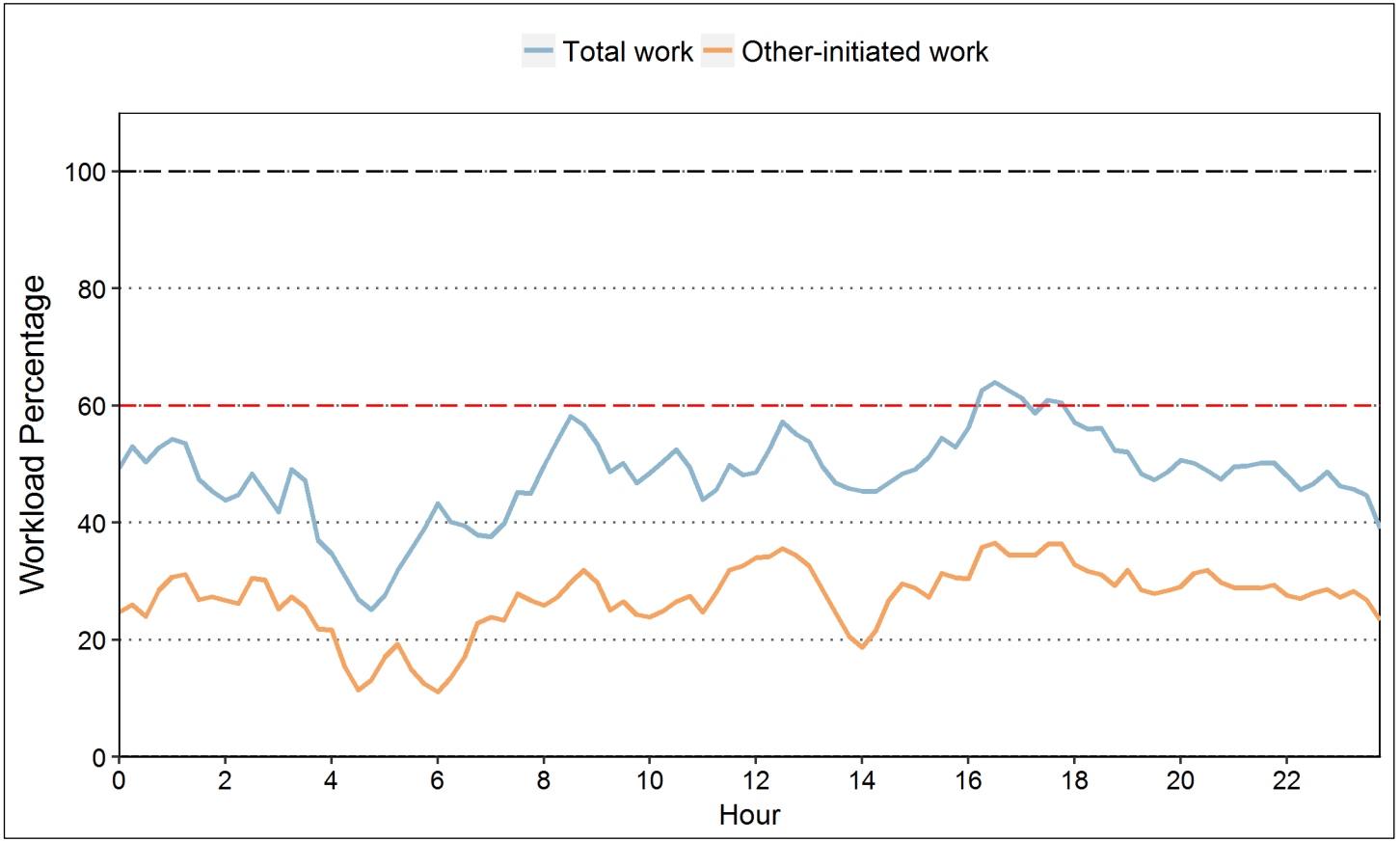
FIGURE 3-2: Workload Percentage by Hour, Summer Weekdays, 2016



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Workload v. Deployment – Summer Weekdays

- **Workload v. Deployment – Summer Weekdays**
- Avg. Workload: 4.5 officers per hour
  Avg. % Deployed (SI): 49 percent
  Peak SI: 64 percent
  Peak SI Time: 4:30 p.m.
- Figures 3-1 and 3-2 present the patrol workload demands and SI for weekdays in summer. As the figures indicate, the SI exceeds the 60 percent threshold at 4:30 p.m. The SI ranges from a low of approximately 25 percent at 4:30 a.m. to a high of 64 percent at 4:30 p.m., with a daily average of 49 percent.

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FIGURE 3-3: Deployment and Workload, Summer Weekends, 2016

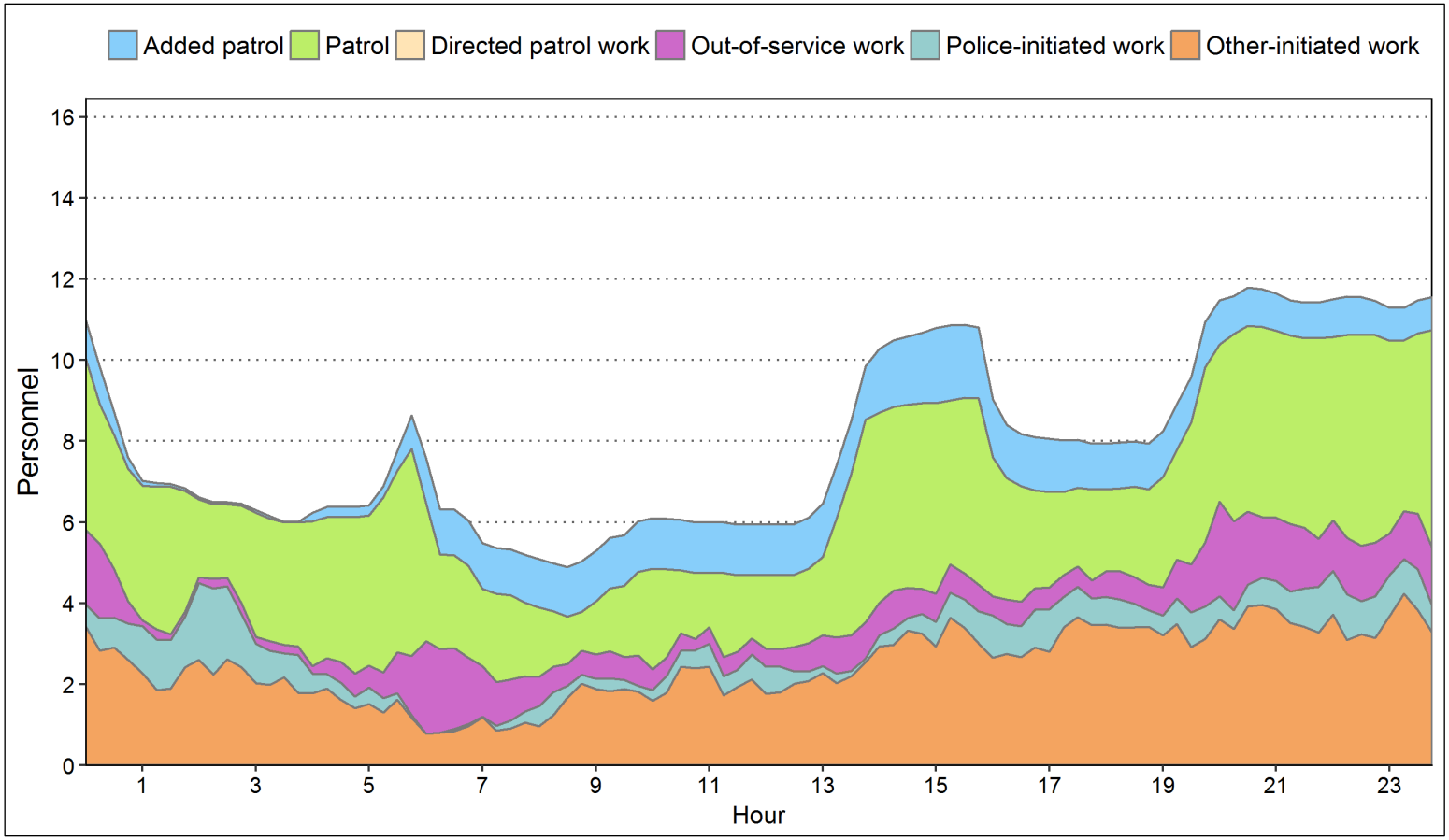

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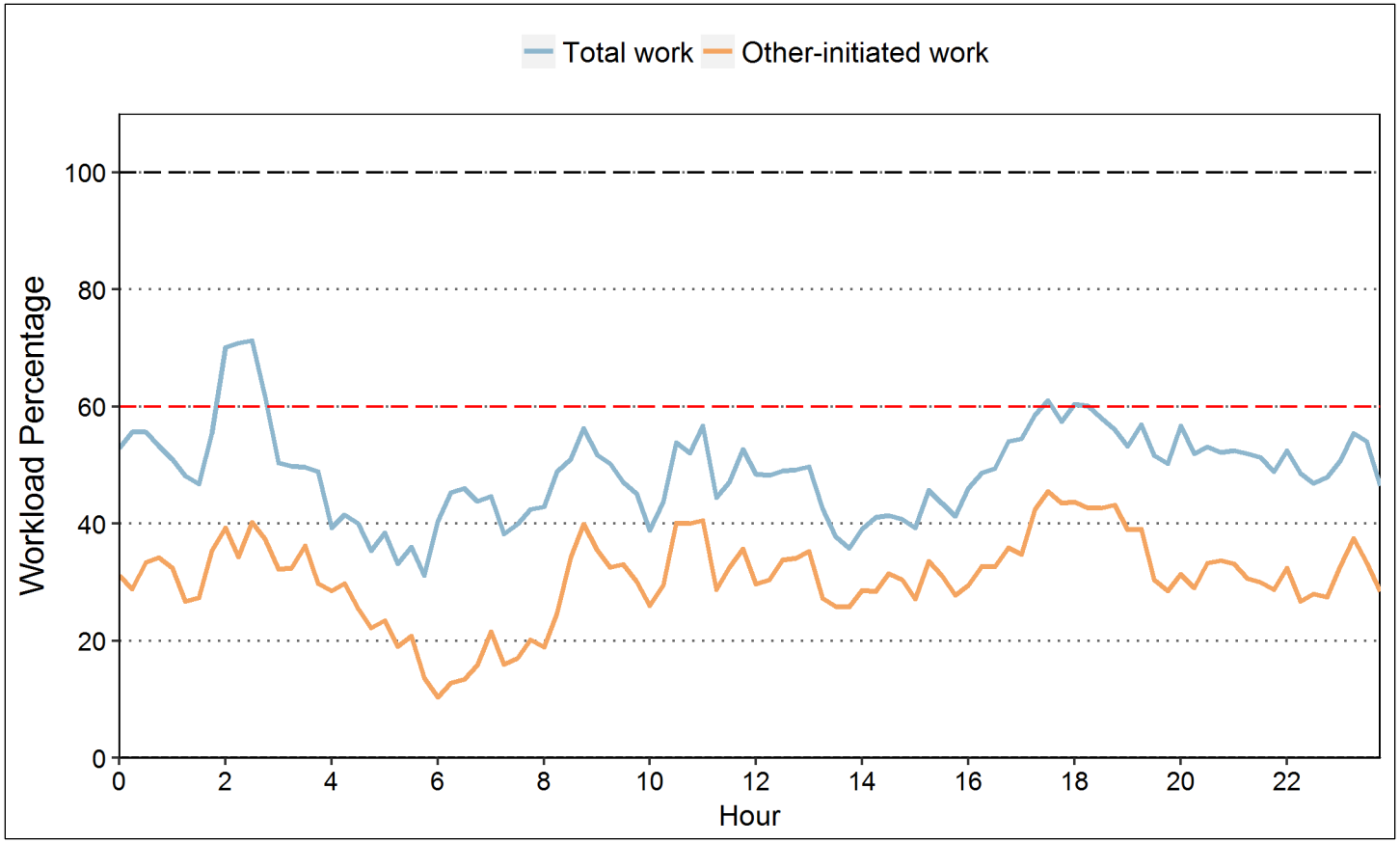
FIGURE 3-4: Workload Percentage by Hour, Summer Weekends, 2016



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Workload v. Deployment – Summer Weekends

- Avg. Workload: 3.9 officers per hour
  Avg. % Deployed (SI): 49 percent
  Peak SI: 71 percent
  Peak SI Time: 2:15 a.m.
- Figures 3-3 and 3-4 present the patrol workload demands and SI for weekends in summer. The workload exceeds the 60 percent threshold at 2:15 a.m. The SI ranges from a low of about 30 percent at 6:00 a.m. to a high of 71 percent at 2:15 a.m. with a daily average of 49 percent.

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FIGURE 3-5: Deployment and Workload, Winter Weekdays, 2017

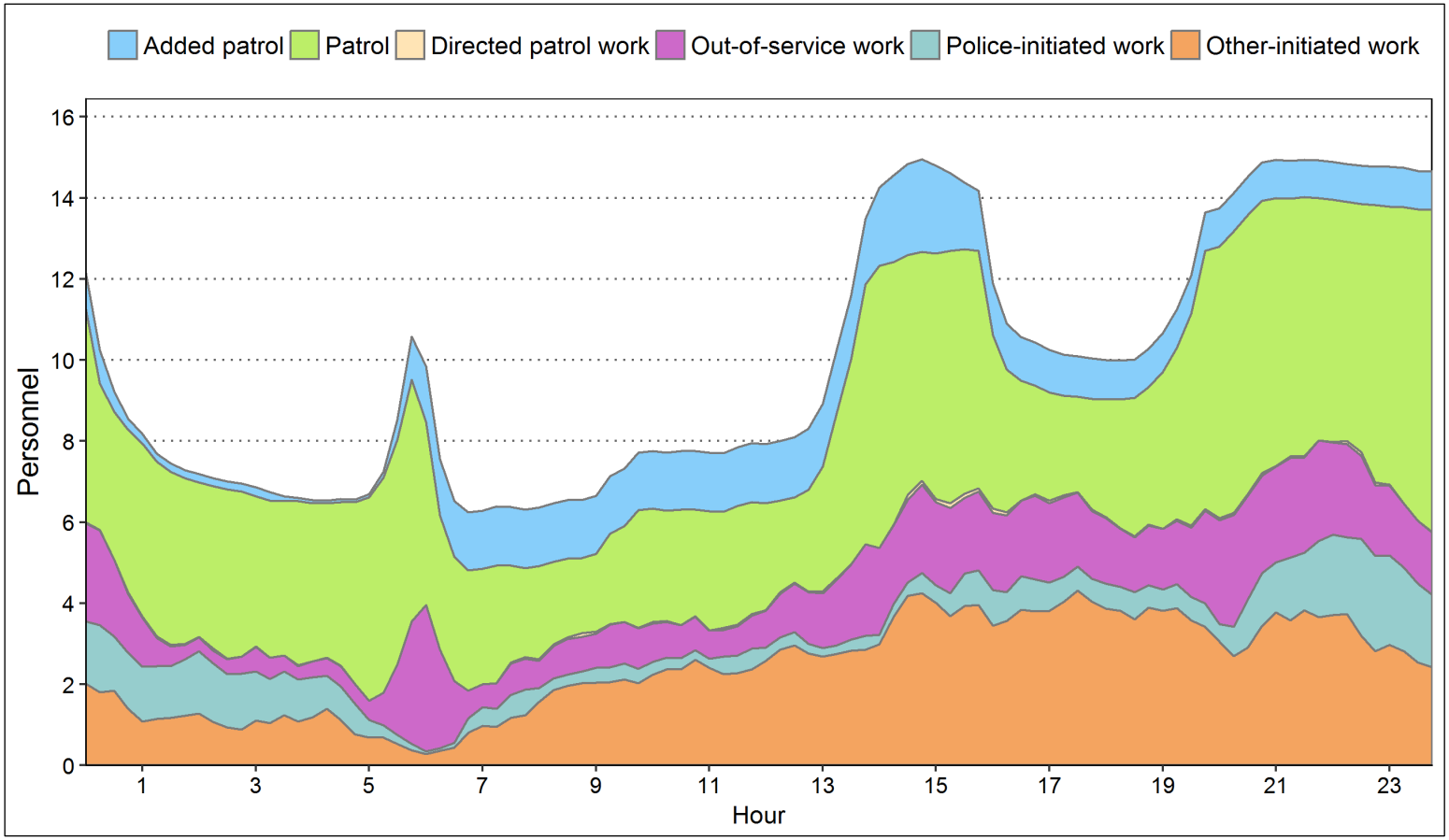

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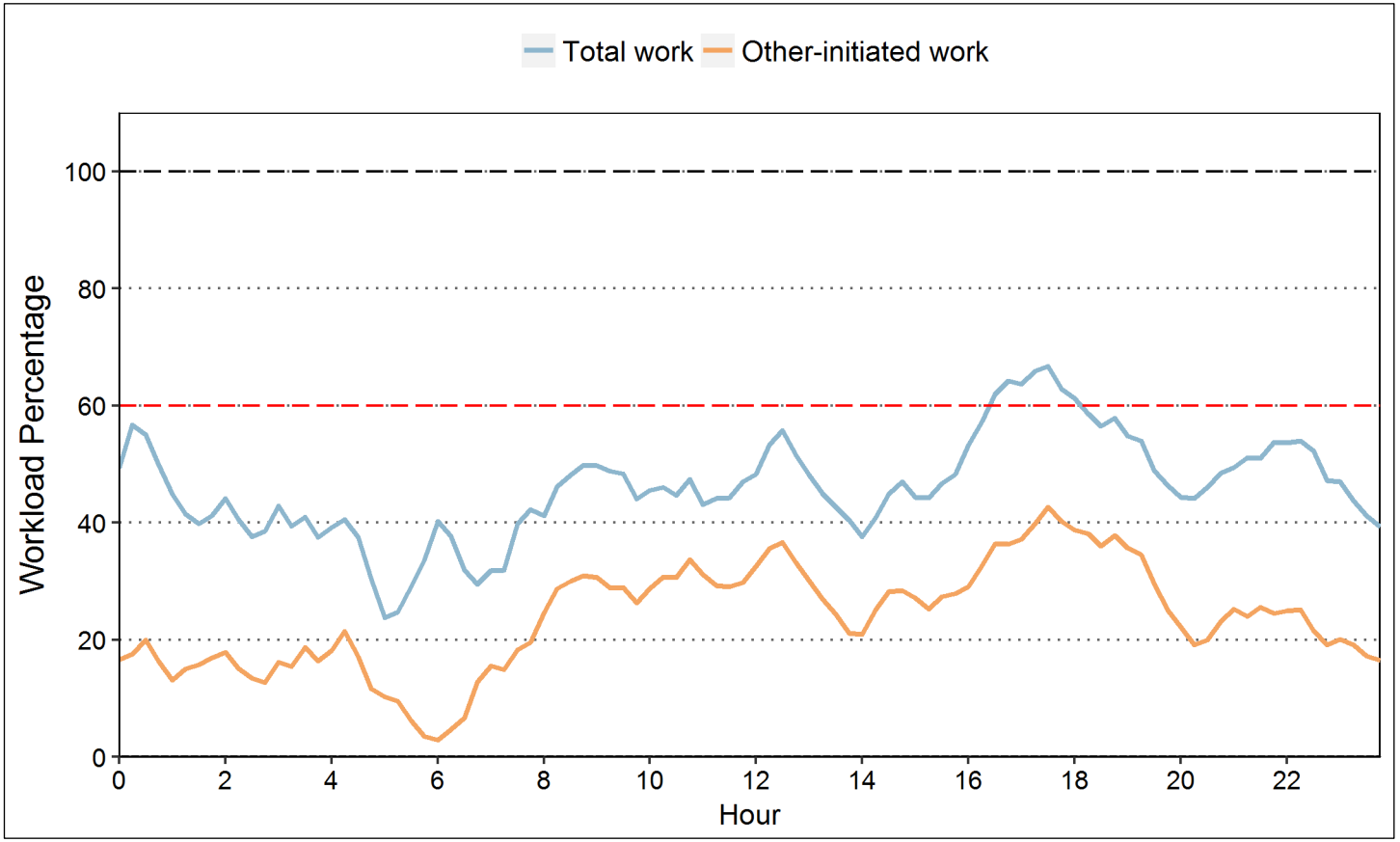
FIGURE 3-6: Workload Percentage by Hour, Winter Weekdays, 2017



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Workload vs. Deployment – Winter Weekdays

- Avg. Workload: 4.7 officers per hour
  Avg. % Deployed (SI): 47 percent
  Peak SI: 67 percent
  Peak SI Time: 5:30 p.m.
- Figures 3-5 and 3-6 present the patrol workload demands and SI for weekends in summer. The workload exceeds the 60 percent threshold at 5:30 p.m. The SI ranges from a low of just below 25 percent at 5:00 a.m. to a high of 67 percent at 5:45 p.m., with a daily average of 47 percent.

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FIGURE 3-7: Deployment and Workload, Winter Weekends, 2017

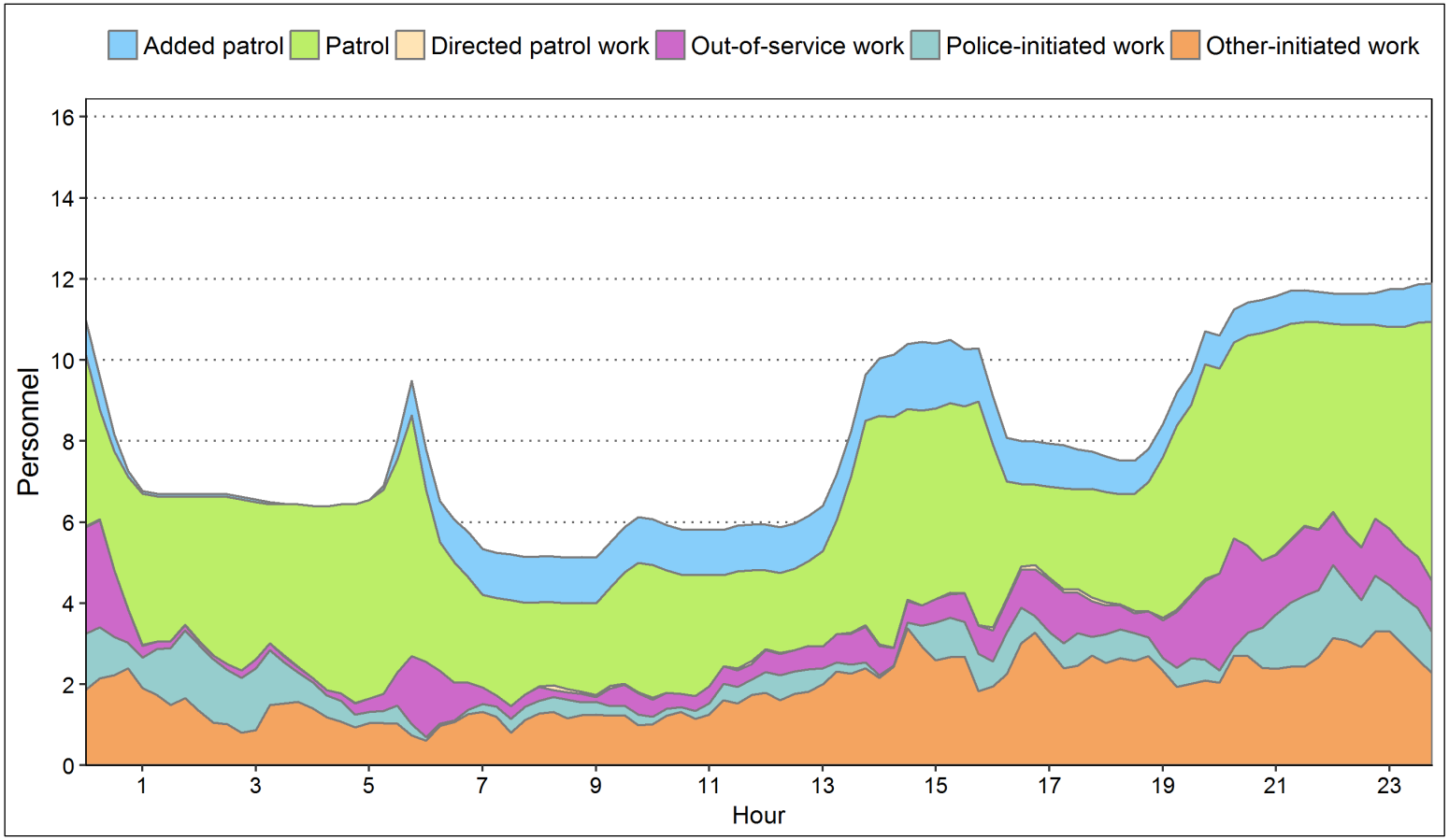

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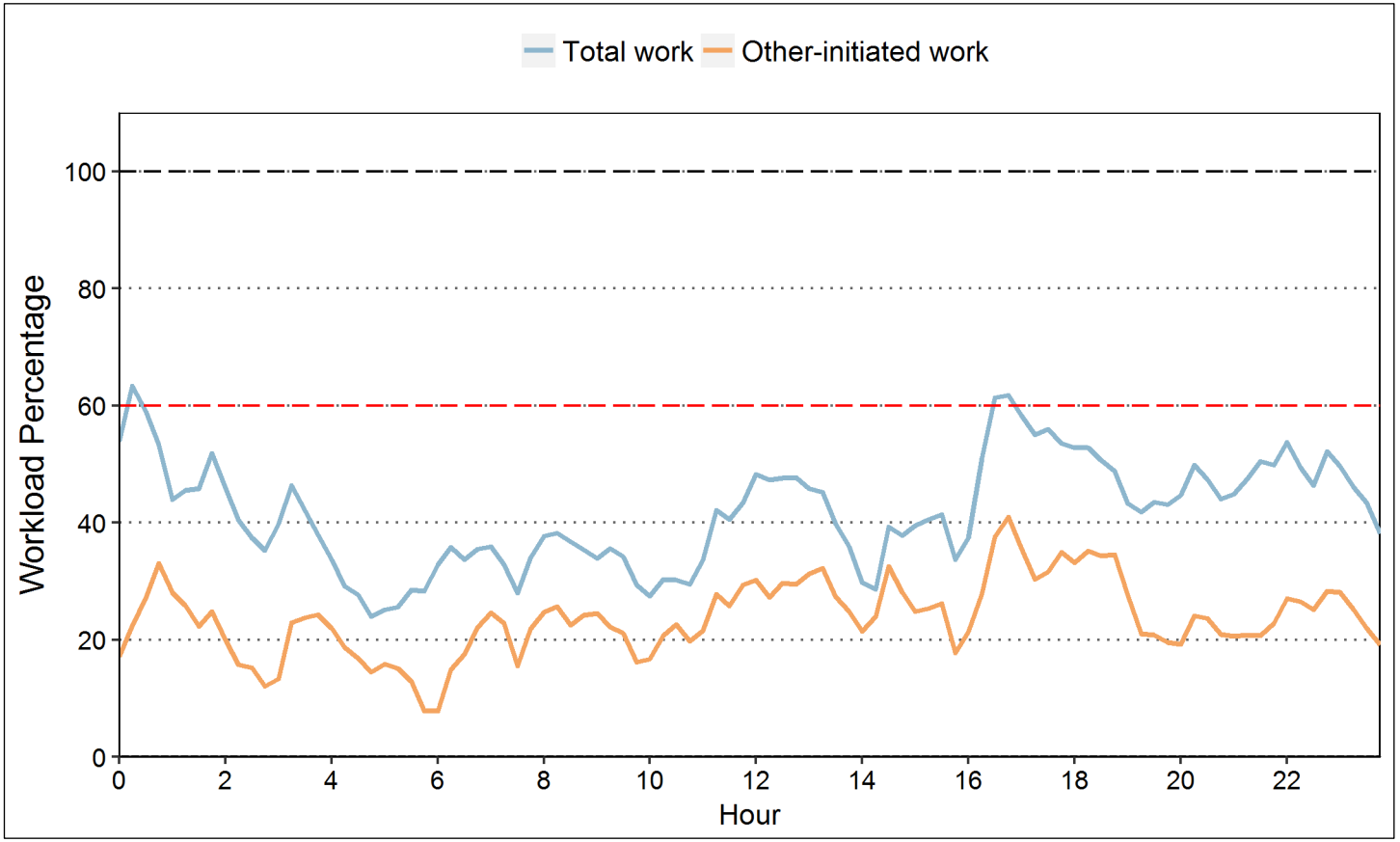
FIGURE 3-8: Workload Percentage by Hour, Winter Weekends, 2017



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Workload v. Deployment – Winter Weekends

- Avg. Workload: 3.4 officers per hour
  Avg. % Deployed (SI): 43 percent
  Peak SI: 63 percent
  Peak SI Time: 12:15 a.m.
- Figures 3-7 and 3-8 present the patrol workload demands and SI for weekends in summer. The workload exceeds the 60 percent threshold twice during the day: once at 12:15 a.m. and again at 4:30 p.m. The SI ranges from a low of below 25 percent numerous times during the day to a high of 63 percent at 12:15 a.m., with a daily average of 43 percent.

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Additional Patrol Observations

- Several times during the day around the change of shifts, the personnel supply and demand spikes. These spikes are represented by the jagged "peaks" in Figures 3-1, 3-3, 3-5, and 3-7 that occur at 0600, between 1400 and 1600, and between 2000 and 0200 hours. The spikes can also be seen at the same times on figures 3-2, 3-4, 3-6, and 3-8 represented by the peaks in the blue trend line that represents total work as a percentage of available personnel. **These peaks represent inefficient deployment.**

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Shift Transitions

- One goal of patrol personnel allocation is to ensure a steady supply of personnel to meet demand. In these cases, it appears that the officers going off duty take themselves out of service, and either handle administrative work or hold CFS until the next shift starts.
- **This can be addressed by more effective supervision at shift transition.**

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Out of Service Time

- **The figures also illustrate a high amount of out-of-service time during the day.** It should be noted that closer attention could be paid to the duties and responsibilities of the day shift units. Their administrative workload could be too high, or they could be dedicating more time than necessary to handle these duties. The CPD patrol supervisors and command staff should examine this issue more closely. **Notice again, the increases in out-of-service time when the shifts are doubled-up.**

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Out of Service

- It appears that once the oncoming shift goes on duty the prior shift goes out-of-service to address administrative requirements that could not be addressed during their shift. **Therefore, the benefit of added personnel during the times they are needed most is undermined by administrative responsibilities.** The "effective" patrol strength is not increased per se since officers are out of service when additional resources arrive.

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Officer Initiated Activity

- **One negative consequence of a high administrative burden is a low level of proactive activity.** Officer-initiated workload is represented by the blue-gray shaded area in Figures 3-1, 3-3, 3-5, and 3-7. Examination of these figures illustrate low levels of officer-initiated work during the day when compared to the evening and night shifts.

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High Response Times

- **The response times to high-priority CFS is 10.6 minutes to the average CFS, which is higher than CPSM would expect.** Response times to routine-priority CFS is around 12.5 minutes on average, which is below the benchmark of 15 minutes on average.
- While response to routine CFS is good, it appears that the CPD struggles with high-priority responses. In fact, the averages are only two minutes apart. **The small window between high-priority and routine-priority CFS indicates that the department treats these responses similarly..**

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High Response Times

- Considering the high response times to high-priority CFS, the department faces challenges in the community getting to CFS quickly. The geographic size of the city is a factor. Traffic volume and congestion are also factors. And the number of officers on patrol and available for CFS is a factor as well. **The CPD should examine response times carefully, within the context of this discussion on patrol staffing allocation to ensure enough officers are available at the right times to respond quickly to CFS.**

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Shift Schedules

- **The above figures indicate a less-than-optimal deployment of personnel accompanied by relatively high of workload throughout most of the day.** The patrol function faces, on average, a saturation index of nearly 50 percent throughout the year. This is high. While not above the 60 percent threshold, the points discussed above warrant consideration of **reconfiguring patrol shifts to better meet the service demands of the community.**

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Current Schedule Issues

- The CPD's main patrol force is scheduled in 10-hour shifts starting at 6:00 a.m., 2:00 p.m., and 8:00 p.m. Each shift is supervised by one sergeant with corporals assigned to several shifts. The patrol division is separated into two separate sides that are mirror images of each other. One side works from Sunday to Wednesday and the other side works Wednesday to Saturday. **Both sides are scheduled to work on Wednesdays, which is designed to be the CPD's "training day."**

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"Overlap Day"

- The patrol schedule is designed to create an **overlap day each week to allow for "training."** Having a trained and ready patrol force is critical to providing police services. Training can improve officer safety, police-citizen interactions, and limit the city's exposure to liability. Designing a schedule to meet the needs of training at the expense of operational needs is not recommended. **Shift schedules should be designed to meet the needs of the service demands, and then training should be scheduled around that schedule, not the other way around.**

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Current Deployment

- **2 Teams:**
- Sunday thru Wednesday
- Wednesday thru Saturday
- 3 Shifts:
- 0600-1600 (6AM-4PM)
- 1400-2400 (2PM-12M)
- 2000-0600 (8PM-6AM)
- **Double staffing on Wednesdays**

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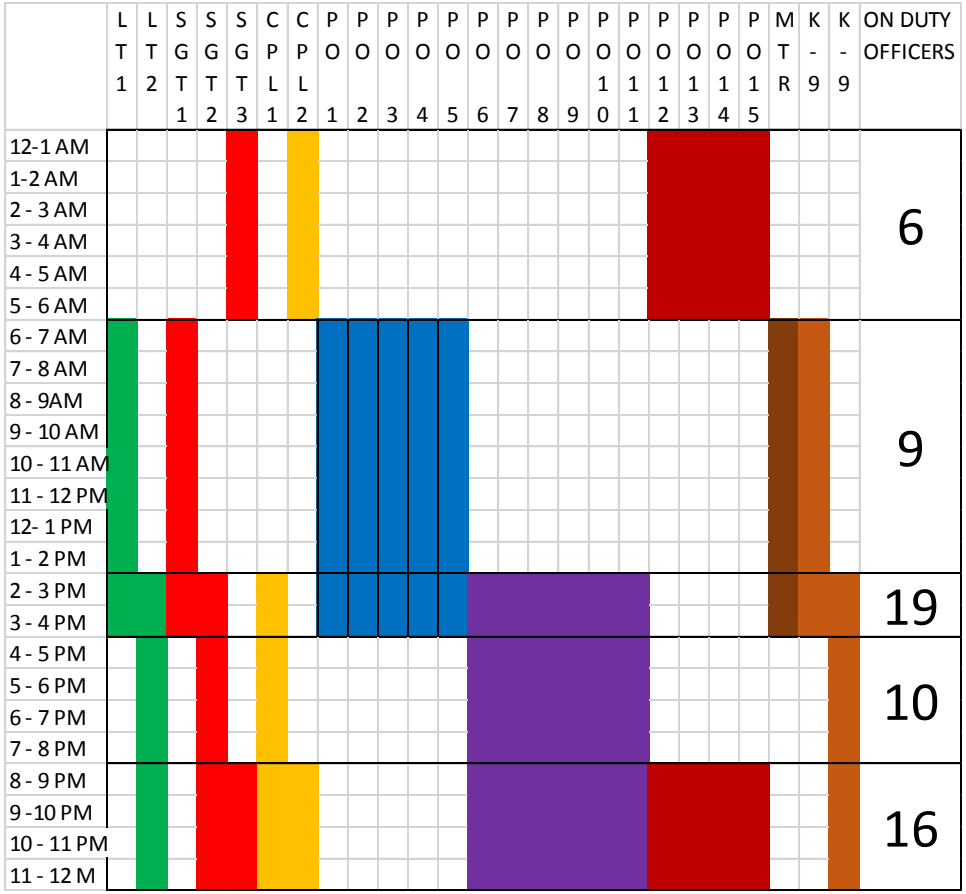
Current Overlapping Shifts



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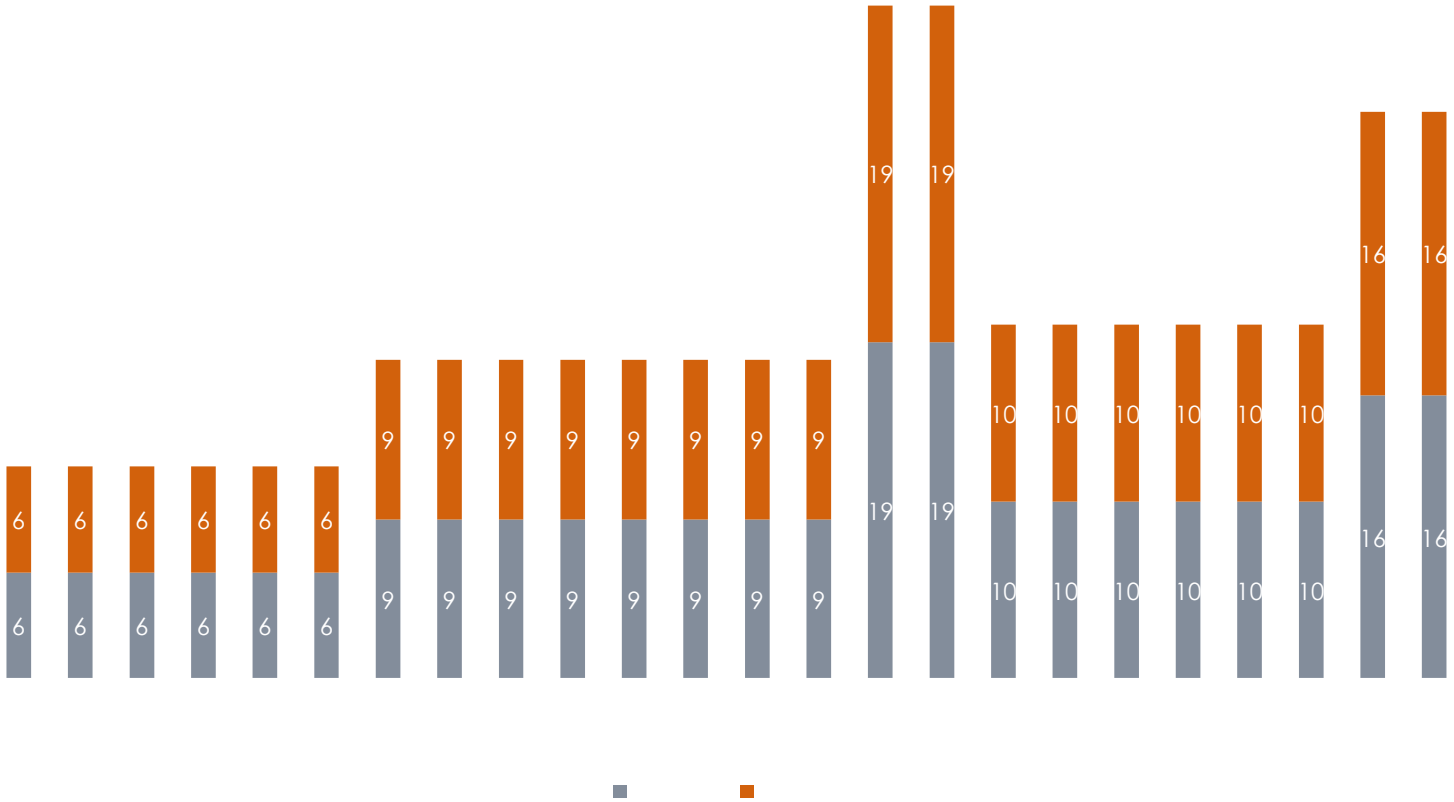
Deployment on Wednesdays



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Deployment on Wednesdays

TIMES	OFFICERS ON DUTY
12AM-6AM	12
6AM-2PM	18
2PM-4PM	38
4PM-8PM	20
8PM-12PM	36

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“Training” on Wednesdays

- 46 Officers X 10 Hours X 26 Weeks =

  11,960 Hours Paid Training Per Year

- 1 Officer X 10 Hours X 26 Weeks =

  260 Hours Paid Training Per Year =

  1040 Hours / 4 years

- PSTC Minimum Training Requirement =
  - 40 Hours / 4 years

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Shift Reconfiguration 12 Hours/7 Days

- "Modified Pittman Schedule"
- Maximizes the amount of resources that are available at any time during the day. At a minimum, 25 percent of the patrol force is working at all hours of the day.
- Patrol squads work together at the same time as their supervisors, and always work together as a squad. Officers, therefore, have the same supervisor every day and work with the same officers every day. This establishes unity of command and a high degree of esprit de corps within the squad.

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Pittman Schedule

- With the patrol force divided equally into four squads, the same number of personnel are assigned to work every hour throughout the day. While the workload fluctuates throughout the day, the level of personnel assigned remains the same.
- To supplement these primary patrol shifts, CPSM recommends the deployment of two Community Response Teams assigned to work from 1200 to 2400 hours and consist of one sergeant, one corporal, and five police officers.

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Recommended Deployment

Squad	Shift	Sgt	Cpl	PO	Motor	K9	Total
A	0600X1800	1	1	6	1		9
B	1800X0600	1	1	6		1	9
C	0600X1800	1	1	6	1		9
D	1800X0600	1	1	6		1	9
CRT-1	1200x2400	1	1	5			7
CRT-2	1200x2400	1	1	5			7
		6	6	34	2	2	50

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Pittman Schedule

Week		SUN	MON	TUE	WED	THU	FRI	SAT
1	Day	A	B	B	A	A	B	B
1	Night	C	D	D	C	C	D	D
2	Day	B	A	A	B	B	A	A
2	Night	D	C	C	D	D	C	C
3	Day	A	B	B	A	A	B	B
3	Night	C	D	D	C	C	D	D
4	Day	B	A	A	B	B	A	A
4	Night	D	C	C	D	D	C	C

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Advantages

- Schedule repeats every 4 weeks.
- Each team gets Friday, Saturday and Sunday off every other week.
- Teams work 36 hours one week and then 48 hours the following week, averaging 42 hours per week.
- Each officer receives additional 4 hours pay every 2 weeks
- Officers report only 7 days in two weeks.
- These extra 2 hours per week contribute the equivalent of one additional officer for every 21 officers.

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Community Response Teams (CRT)

To support patrol operations, it is recommended that the CPD deploy Community Response Teams. These officers would be embedded in the patrol division and have direct responsibility for individual districts. The officers would be assigned to the 1200x2400 shift, but have flexible working hours and days off to respond to crime, disorder, and traffic problems identified by the CPD.

1 Sergeant, 1 Corporal, 5 Officers each Team

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Calls for Service Management

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Calls for Service Management

- CFS volume is high. With a service population estimated at 18,833 the total of 42,063 CFS translates to about 2,233 CFS per 1,000 residents. CPSM studies of other communities show a CFS-to-population ratio ranging between 400 and 1,000 CFS per 1,000 residents, per year. **Lower ratios typically suggest a well-managed approach to CFS.** The value of 2,233 CFS/per thousand/year would suggest CFS volume on the very high end of the scale.

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Calls for Service Management

Category	Other-initiated			Police-initiated		
	Calls	Units per Call	Minutes	Calls	Units per Call	Minutes
Accidents	1,306	1.8	55.8	80	2.0	46.7
Alarm	978	2.4	17.6	17	1.6	14.3
Animal calls	377	1.4	27.7	28	1.1	18.5
Assist other agency	1,731	1.8	40.3	286	1.3	20.9
Check/Investigate	3,707	1.5	21.6	11,536	1.1	11.7
Crime–persons	1,113	2.7	72.5	32	1.8	49.1
Crime–property	1,869	1.8	55.6	73	1.5	43.5
Disturbance	3,704	2.1	28.6	97	2.0	22.6
Juvenile	568	2.1	63.8	41	1.5	32.9
Medical	10	1.2	2.4	0	NA	NA
Miscellaneous	2,104	1.4	32.1	595	1.5	18.7
Suspicious person/vehicle	4,786	1.9	25.0	1,441	1.9	20.2
Traffic enforcement	1,133	1.4	17.9	4,451	1.5	17.9
Weighted Average/Total Calls	23,386	1.8	33.5	18,677	1.3	14.6

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Calls for Service Management

- "no call is considered too minor to warrant a response and no case is too small to warrant an investigation."
- The result of this policing philosophy is the delivery of comprehensive policing services to the community. The department has the hallmark of a small-town approach to policing, in which people are not just faceless citizens but valued members of a community. Service is personalized, the police are part of the fabric of the community, and expectations for police service are high.

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Calls for Service Management

- Considerable resources are needed to maintain the small-town approach. The patrol division must be staffed with enough officers to respond to these calls while aggressively pursuing anti-crime activities.
- When examining options for the department's direction, the city and the department face the choices of a) continue to police the community as they do now, or b) take steps to restructure how to respond to demand, still promote order and safety, but free up additional time for officers to engage in proactive anti-crime activities patrol.

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Calls for Service Management

- That is, the department must decide whether to sustain its comprehensive level of police service or take the steps necessary to manage public demand. Essentially, **this is a political decision regarding the quantity of police services offered to the Cocoa community.** But quality doesn't need to suffer. The recommendations offered regarding operations, if implemented, will permit the Cocoa Police Department to continue its full-service model of policing yet run the agency more efficiently.

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Calls for Service Management

- It would appear that the Cocoa community (residents, businesses, and visitors) generates a higher number of CFS than expected for a community of this size.
- This can be addressed if the City Council works with the department to identify unnecessary calls. The high number of CFS is also undoubtedly driven by a high number of police-initiated "check/investigate" CFS, which are essentially "patrol" and "vacation" checks, and which totaled approximately 11,000 during the study period.

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Calls for Service Management

- CPD should consider being more aggressive at triaging CFS. Certain types of calls do not necessarily require the response of a sworn police officer.
- Responding to false alarms is one such area
- Motor vehicle accidents involving only property damage where the police role is largely administrative.

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Alarm Reduction Program

- During the study period the CPD responded to almost 1,000 alarm calls, or about 4 percent of all other-initiated CFS. The response to most of these calls is undoubtedly unnecessary, and an inefficient use of police resources.
- Cocoa does have an active alarm reduction ordinance.
- The CPD must work with city officials to create a more comprehensive false alarm reduction program or strategy.

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Level of Service Policy Decision

- Establish a committee that includes all principal internal and external stakeholders for evaluating the department's CFS workload with an eye toward recommendations for ways to reduce response to nonemergency CFS.

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Staffing

CID

- Assign one additional detective to the CID. The new position would be used to provide coverage for evening hours and weekends. This detective would allow more continuity and timely investigations and reduce the necessity for overtime. This new detective could also perform (or enable another member of the CID to perform) follow-up investigations of selected misdemeanor cases (where suspects are repeat or targeted career criminals), and/or investigations of domestic violence cases.

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Additional Staffing Issues

- The role of the criminal intelligence analyst must be greatly enhanced.
- The department should consider hiring one additional administrative assistant to be assigned to support services.
- Vacancy at the rank of major has created somewhat of a "leadership vacuum" and has placed additional administrative responsibilities on the chief and other supervisors. CPSM agrees that either this position must be filled, or structural changes must be made to the department's current organizational chart.

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Questions

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Legislation Details (With Text)

File #:	18-321	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	7/30/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of June 26, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-26-18 Minutes.pdf EXHIBIT A-HCVA Fee letter 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2018
Agenda Date: August 14, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of June 26, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of June 26, 2018, as written or with amendments.

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MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

June 26, 2018

A Regular City Council meeting was held on Tuesday, June 26, 2018, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

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

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

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Jeri Blanco	Deputy Mayor
	Don Boisvert	Councilman (attended via phone)
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	John 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; Karen Hamilton, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Ed Wegerif, Public Works Director; Lora Howell, Interim Finance Director; Jonathan Lamm, Deputy Fire Chief; Gail Bantugan, Leisure Services Manager; Samantha Senger, Assistant to the City Manager/PR Specialist; and Jason McCuen, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of June 26, 2018 (18-238)
2. Minutes: (a) District 2 Town Hall Meeting of June 5, 2018 (18-235)
(b) Regular Meeting of May 22, 2018 (18-239)

*** MOTION by Councilwoman Warner; Seconded by Deputy Mayor Blanco, to approve the Agenda for the Regular meeting of June 26, 2018 as presented.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the Minutes for the District 2 Town Hall meeting of June 5, 2018 and the Regular Meeting of May 22, 2018 as written.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Brandy de Marie, 1430 Dixon Blvd., #625, Cocoa, FL, spoke about her attendance at the CPSM. She spoke about an incident where her fiancé was mistreated by an officer who accused him of committing a robbery across town. He made him sit on the hot ground that had just been paved with hot tar until he was burnt. It was two years ago, but felt it was evil and he was not guilty of anything.

Robert Carroll, 1430 Dixon Blvd., #625, Cocoa, is the fiancé of Ms. De Marie and he could answer questions if anyone wanted to ask. Mayor Parrish asked if they had the names of the officers. Mr. Carroll stated no, as it was two years ago. He explained that he rides a bus all of the time so he does not see many officers and had not seen those two particular officers in the City. Regardless, he has been

very law abiding. Mayor Parrish thanked him and asked that all things be reported immediately.

City Manager Titkanich asked Mr. Carroll if he could recall the time frame and date of the incident. Mr. Carroll mentioned it was shortly after lunch and thinks around July or August, two years ago. He was not arrested and it was at Dixon and Clearlake Road, by Cocoa Police Department.

Demetrius Waters, 911 School Street, Cocoa, is a community advocate. He noted it was brought to his attention that once again they were going to manipulate the voting process in the City of Cocoa. He noted that for twelve years in District 1 they have not had the right to vote and now the Mayor is going is going to try to circumvent the system so that he can stay in his seat. He pleaded for Council not to manipulate the voting process any more. It is important that the right representation be picked.

Bob Harvey, 29 Riverside Drive, Cocoa, thanked the City for the Memorial Day ceremony and parade that was held in Cocoa. He believed that it was a very important event and thanked all of the people involved. He thanked the City staff, Mayor, Council, City Manager, and provided a special thank you to Neodasha Harris who does this every year. She is great to work with. He further mentioned other important parties who were involved and apologized if he forgot to mention anyone.

Mayor Parrish agreed and mentioned that many other cities had cancelled their events due to bad weather but there were still about 400-500 in attendance.

V. CONSENT AGENDA:

1. Approve a Construction Staging and Hold Harmless and Indemnification Agreement between the City of Cocoa and the Housing Authority of the City of Cocoa for City owned land located at 1110 Grove Avenue. (18-256). (Community Services Director)

2. Approve a Resolution Amending the FY2018 Budget to Transfer Funds from Contract Services (34-00) to Operating Supplies - Chemicals (52-09) for the Purchase of Chemicals for the Dyal Water Treatment Plant. (18-210). (Utilities Director)

*** MOTION by Deputy Mayor Blanco; Seconded by Councilman Whipple, to approve the Consent Agenda.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Consider the reappointments of Mr. Michael Cicerrella, Mr. David Lightholder, Ms. Stephanie Moretto, and Ms. Virginia Weaver, to the Code Enforcement Board through June, 2021. (18-237). (Administrative Services Director)

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the reappointments of Ms. Tracy Moore, Ms. Jewel Collins, Mr. Larry Robinson, and Mr. Ed Jones, to the Diamond Square CRA through June, 2022. (18-240). (Administrative Services Director)

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the reappointments of Mr. Richard Louden and Ms. Deva Thomas to the US1 CRA through June, 2022. (18-241). (Administrative Services Director)

* **MOTION by Deputy Mayor Blanco; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider the appointment of Rafael Costas as a member of the Sustainability Advisory Board. (18-254). (Administrative Services Director)

Lorraine Koss, 2115 Indian River Drive, Chairwoman of the Committee, spoke affirmatively for Mr. Costas to be appointed to the committee. He would add great diversity to the group and she felt that was important.

Trina Gilliam, 813 Temple Street, in Cocoa, Deputy Chairperson of the Committee, concurred with Ms. Koss. She added that Mr. Costas is a veteran and holds a Bachelors' in Business. He is interested in helping families and veterans and believes he will be a good fit for the committee.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Acknowledging receipt of Mayor Parrish's resign-to-run letter, dated June 3, 2018, which declares a prospective resignation date effective of November 4, 2018; Consider adopting Emergency Ordinance No. 03-2018 for purposes of declaring an intervening general election for purposes of holding a special election to fill the forthcoming vacancy in the mayor's seat in conjunction with the regularly scheduled November 6, 2018 general election. (18-257). (City Attorney)

Attorney Garganese advised that Mayor Parrish had submitted his resign to run letter effective November 4, 2018. Under the City Charter, Council has two Council meetings to fulfill the vacancy, but due to the date that this will all take place, there is an intervening election on November 6, 2018. He explained that it is possible for the City Council to declare an intervening special election for the unexpired two year term of the mayor.

If Council decided to wait until November 4th, they could declare that the election be held in conjunction with the General election on November 6, 2018.

The adoption of the attached emergency Ordinance No. 03-2018 would direct an election to be held on November 6, 2018. He pointed out that all information was attached and he would answer any questions.

Councilwoman Warner believed that he provided a very detailed report. Council agreed.

City Attorney Garganese explained that if they are inclined to proceed with a Special election, then qualification would commence on August 7th at Noon and end on August 21st at Noon. It would be the same qualification period as the general election.

Councilwoman Warner clarified that even though it occurs during the General election this is considered a Special election.

Mayor Parrish confirmed that all of the citizens of Cocoa would be able to vote. In response, City Attorney Garganese mentioned yes, rather than Council appointing to the Mayor seat when the vacancy occurs.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve Change Order #1 to Purchase Order 71503 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Service; To Approve a Resolution Amending the FY2018 Budget. (18-232). (Utilities Director)

Mr. Walsh presented the item and noted they were asking for a change order for the contract. He explained that it is very hard to determine what costs will be and there has also been an increase in costs.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve Task Order 2018-22 with Atlantic Development, Inc., Cocoa, Florida, for the Replacement of a Broken 24" Gate Valve on State Road 3 (Courtenay Parkway), Project No. WS11VR; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $26,315 (15% of the Proposal); To Approve a Resolution Amending the FY2018 Budget. (18-234). (Utilities Director)

Mr. Walsh presented the item and explained where the leak was at. He mentioned it was on State Road 3. This repair takes coordination with FDOT and was originally treated as an emergency condition. It is a slow leak, so they were able to do some planning. Additionally, they have been monitoring the leak and it is not hurting the road. It will most likely be a night project, but once the repair is done they will have to repave.

Councilman Whipple asked if it would stop traffic both ways. In response, Mr. Walsh stated one way.

Mayor Parrish asked the age of the valve. Mr. Walsh was not sure and being on SR 3 makes it more difficult. They have to move fire and service lines also.

* **MOTION by Councilman Whipple; Seconded by Deputy Mayor Blanco, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approval of revisions to the Special Events Ordinance and resolution to adjust the Master Fee Schedule. (18-242). (Assistant to the City Manager/Public Relations Specialist)

Ms. Senger explained the item and noted that the city had recently noticed a decrease in bookings. In order to remain competitive, staff is recommending a revised fee schedule. The events in Cocoa Village attract thousands of people, provide economic impact, and they want to continue to have these events at these facilities.

Ms. Senger advised that staff has reviewed fees with other facilities in the area and came up with what they felt was a fair comparison with our size and City. Additionally, they met with HCVA to ensure that they were on the same page and

they were. The new rates will make it more competitive and it is an all-inclusive fee structure. The all-inclusive fee structure will make it easier for people to plan. They hope to see an increase in the number of events and attendees.

Councilwoman Warner felt that this cleaned up the schedule well and when you are charging a percentage it makes it hard to plan a budget for an event.

Mayor Parrish agreed it was a good start.

City Attorney Garganese read Ordinance No. 04-2018 into the record, byt title only as follows. He advised that this was the first reading of the ordinance and also required approval of the Resolution.

ORDINANCE NO. 04-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE XI SPECIAL EVENTS AND PARADES REGARDING APPLICATIONS FOR SPECIAL EVENT AND PARADE PERMITS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Allan Chapman, HCVA, provided a handout[1] regarding their thoughts on the revision and fee schedule.

* **MOTION by Deputy Mayor Blanco; Seconded by Councilwoman Warner, to approve Ordinance No. 04-2018 on first reading and to approve Resolution No. 2018-047 adjusting the Master Fee Schedule.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve the adjustment of fees associated with two Deuterman Productions events and nine Historic Cocoa Village events in 2017-18 to reflect the revised special event fee. (18-245). (Assistant to the City Manager/Public Relations Specialist)

[1] EXHIBIT A: Letter from HCVA re: the revised fee schedule

Ms. Senger presented the item and noted that the two events being discussed where Mardi Gras and Rootfire. She pointed out that the figures in the agenda item notate the fees due with the addition of ten percent. She further noted that the figures listed under HCVA are estimates.

All organizations have paid the City all of their fees with the exception of the ten percent. The fees include facility fees, public safety, electrical, and barricades. She explained that the reason the ten percent was not paid was that they were holding off due to discussions with Leisure Services.

Ms. Senger pointed out that both promoters bring in thousands of attendees to the Village and they are great to work with, clean up, and they have never had any other issues. Therefore, staff was requesting that their fees be reduced.

Discussion was held in detail due to concerns that Mayor Parrish had with Mr. Deuterman's fees, and that Mr. Deuterman had to deal with something that mother nature did to the City, no one else. He wants to make sure that he continues to do events here and felt that his fees should be reduced more.

Deputy Mayor Blanco believes that the new rate schedule would help people in the future with situations that they encounter.

Mayor Parrish believed that staff did a good job on the new rate schedule and was for cutting the fees in half for both organizations.

Councilwoman Warner advised that when she first came to the Village there was nothing being done by anyone other than HCVA. When fees were starting to be charged, it was not to be a money maker, but to recoup costs. There were many times the merchants were hurt because other vendors came in and the fee schedule was designed to ensure that those things did not happen.

The City now has great partners and she does not see any reason why the fees need to be a huge money maker, but they do need to recoup costs. She is fine with anything that staff wants to do but stressed that costs need to be recouped.

Mayor asked Councilwoman Warner her thoughts on the event during the hurricane and she believed that was a given.

Councilman Whipple agreed whole-heartedly with Mayor Parrish and thought that they should look into helping Mr. Deuterman with those issues that arose during the hurricane.

Deputy Mayor Blanco clarified that we would recoup the costs. In response, Ms. Senger stated yes, that both have paid all of their fees except for the additional ten percent. Prior to the reduction, Mr. Deuterman's fees would have been over $30,000 but have been reduced to around $1,000.

She further advised that HCVA's events were approximately $16,000 and will be reduced to around $8,000.

Mayor Parrish apologized for reading the item wrong and pointed out that events are always well managed.

Councilwoman Warner requested that some sort of event be held regarding Cocoa and chocolate, since the City is named after cocoa.

City Manager Titkanich mentioned that the reduction will not take place until the second reading of the ordinance, along with the fee structure. He further pointed out that these fees pay for staff to be at events and they feel that this will be a much cleaner, simpler process for the promotor and organizations.

Mayor Parrish wants to do the right thing, as this is a big deal.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve a Resolution Amending the FY18 Budget and a Sole Source Resolution, for the purchase of a 2018 Nissan Frontier from Mike Erdman Nissan of Merritt Island / Cocoa. (18-246). (Public Works Director)

Mr. Wegerif presented the item. He advised that this would replace a vehicle that was wrecked and the vehicle is currently available.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Requesting settlement authority for the tentative settlement agreement between former City of Cocoa Fire Lieutenant Timothy Olsen and the City of Cocoa authorizing the payment of the Workers' Compensation settlement and Workers' Compensation Medicare Set-Aside Arrangement, authorize the City Manager to finalize and execute such legal agreement(s) required to complete the settlement in accordance with the settlement authority approved by the City Council. (18-264). (Administrative Services Director)

   Ms. Gemmati presented the item. She mentioned that this would settle four open claims currently under litigation between the City and a former employee.

   City Manager Titkanich added that all four claims are workplace injuries.

*** MOTION by Deputy Mayor Blanco; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cumulative Purchase Approvals over $35,000 and under $50,000 for the period of 10/01/2017 to 05/31/2018. (18-220). (Interim Finance Director)

2. Fire Incident Summary Report for May, 2018. (18-243). (Fire Chief)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (18-247). (Interim Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (18-248). (Interim Finance Director)

5. FY 2018 Budget Adjustment Report. (Interim Finance Director)

X. REPORTS:

Assistant City Manager Fuhrer provided an update on the Brevard Museum, noting that the City owns the property where the museum is at. Staff proposed a roof replacement for the museum last year at the first public meeting for the budget. Staff met with their staff and an agreement has been reached. The County has also requested to be removed from the "lessee" agreement. The museum has agreed to serve as an advisory committee for the Leon and Jewel Collins Museum, and their roof will also be repaired. He advised that the City was currently procuring artifacts and changes will begin to be made. The solicitation process for non-profits to run the museum will also begin. Lastly, cabinetry and electronic displays should be in within a couple of months.

City Manager Titkanich mentioned that display cases were funded in the budget. The grant applied for was to get the facility listed on the National Registry for Historic Places. He further explained that Alliance for Neighborhood Restoration does not manage or run the whole building. They just handle the north portion. Once the agreement is finalized with Brevard Museum it will be brought back for approval and they will then move forward with soliciting for volunteers to run the museum.

Councilman Whipple thanked Council and the Mayor for moving forward with the Heart of Cocoa Meeting room.

In response, Mr. Wegerif provided an update and advised that construction was proceeding. The walls, windows, and roof were up and the project should be finished by the end of the fiscal year. Councilman Whipple would appreciate if the completion could definitely take place by the end of the fiscal year.

Councilman Whipple thanked Ms. McLaughlin for the Juneteenth event and also all City employees who participated. He was thankful that these type of events are done.

Councilwoman Warner thanked Mayor Parrish for taking Capt. Ed Lanni on the Honor Flight to Washington D.C.

She mentioned the United Way Paint Night event for United Way and stated it was a great time. She thanked Ms. Senger for planning that.

Councilwoman Warner mentioned that on Monday, June 25, 2018, Chief Cantaloupe, Officer Hattaway, and Officer Torello spoke on a local radio show about the Police Department and the programs that they have for kids. Copper was also in attendance.

Deputy Mayor Blanco also mentioned the Juneteenth event and noted that she attended along with Councilman Whipple. It was a great turn out, very well organized and appreciated all of the efforts that went into the event.

She further spoke about the City's Employee Appreciation Event that she attended at Shore Lanes on Saturday, June 23, 2018. She believed everyone had a great time.

Lastly, she reminded everyone of the Fire Station 2 & 3 Grand Openings being held on Saturday, June 30, 2018 beginning at 10 am (FS #2) and at 1 pm (FS #3).

Additionally, City Manager Titkanich reminded all that this Sunday in Riverfront Park the Army Field Band would be performing, and July 4th were fireworks in the park.

Mayor Parrish asked if there were any updates on the boats. In response, Assistant City Manager Fuhrer believes that they were still seeking funding for boat removal.

Mayor Parrish spoke about the Honor Flight experience and would like to invite Capt. Lanni back to speak on it when he was up for it. It is a very special and unbelievable experience. This was his second time going, as he escorted his father also.

Councilwoman Warner added that there were four people going over 90 years old.

Mayor Parrish believes the City is stable and is pleased with everything Mr. Walsh and administration has accomplished.

In closing, he thanked everyone and mentioned that without a vision you cannot get anywhere.

XI. ADJOURNMENT.

*** MOTION by Councilman Whipple; Seconded by Deputy Mayor Blanco, to adjourn the Regular meeting of July 24, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:25 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie E. Shealy, City Clerk

EXHIBIT A: Letter from HCVA re: the revised fee schedule

To the Attention of the City of Cocoa City Council June 26, 2018

Re: City Business, Agenda items 3, 4.

As City Council weighs ordinance changes that will directly impact the Historic Cocoa Village Association and its members, the HCVA asks Council to keep in mind that the HCVA supports the City of Cocoa in virtually all its activities to the benefit of its tax base and the Cocoa community in general. HCVA events bring thousands to the Village each year, to shop, to dine, to be entertained.

The HCVA raises all its own funds.

In 2017, the HCVA paid over $16,400 to the City of Cocoa for event fees and services and an additional $5,600 to support sanitation and clean-up at HCVA events.

Proceeds from HCVA events go to support the marketing and promotion of Historic Cocoa Village, to the benefit of all Village merchants, member and non-member alike. The HCVA is also a willing partner with City Departments in joint advertising ventures.

HCVA supports many area non-profits in their own fund raising activities. In fact, in 2017 the revenues HCVA waived for non-profits participating in its Art & Craft Fairs as part of their own fund raising and marketing activities, exceeded the revenues HCVA collected from its members as their annual dues.

In 2017 the HCVA supported the City of Cocoa's Toy Drive, the Food Drive and Halloween in the Village. The HCVA contracted for and funded a clean-up of Myrt Tharpe Square and supported Cocoa Main Street in its fund raising efforts

Here is the thing, the Historic Cocoa Village Association isn't just any community organization it is the City of Cocoa's community organization. It is your community organization. We are located here, we do business here, we work here, we support here, we root for here, we fund raise here - for here.

Respectfully;

The Historic Cocoa Village Association

Legislation Details (With Text)

File #:	18-322	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	7/30/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve the Minutes of the Fiscal Sustainability Workshop held on June 28, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	6-28-2018 Minutes Fiscal Sustainability Workshop Minutes.pdf EXHIBIT A-FY2019 Budget Workshop - Fiscal Sustainability (20180626).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2018
Agenda Date: August 14, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Fiscal Sustainability Workshop held on June 28, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Fiscal Sustainability Workshop held on June 28, 2018, as written or with amendments.

MINUTES

CITY OF COCOA
FISCAL SUSTAINABILITY/BUDGET PRIORITIES WORKSHOP

June 28, 2018

A Fiscal Sustainability/Budget Priorities Workshop was held on Thursday, June 28, 2018 at 5:30 pm in City Council Chambers, located at 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the workshop to order at 5:47 p.m.

Councilman Whipple provided the invocation and Councilwoman Warner led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Mike Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Ed Wegerif, Public Works Director; Lora Howell, Interim Finance Director; and Karen Hamilton, Community Services Director; Tyquasha Gilmore, City Clerk intern.

II. WORKSHOP TOPICS:

City Manager Titkanich advised that this was one presentation and Mr. Walsh was not in attendance because he was working with Stantec on their presentation. He thanked everyone for being here and thanked Lora Howell,

Interim Finance Director and Lea Taylor, Senior Fiscal Analyst for all of the hours they have put into the budget process.

City Manager Titkanich provided a presentation[1] and mentioned that this workshop was being held in order to discuss considerations, issues, and the budget development philosophy.

The budget is connected to the City's Strategic Plan because it 1) maintains long term fiscal sustainability, and 2) it promotes greater transparency in budgeting and financial matters. He further pointed out that the City was assigned a Aa2 rating from Moody's Investors Service and a Certificate of Achievement for Excellence in Financial Reporting from GFOA.

Cost Indices were discussed in detail and he spoke about issues on the horizon that could affect the City. Those issues are Amendment 1, Public Safety pensions, Insurance, SRO's, and Lee Wenner Park.

Mayor Parrish asked if cities were going to raise property taxes. In response, City Manager Titkanich noted that the League had put together some information. He has asked the City Attorney to review the information and provide an opinion regarding Amendment 1. He stressed that this was something the City needed to be aware of in the event it goes through. It would be in 2020.

City Manager Titkanich noted that public safety pensions have to be monitored continuously. Negotiations are very important and things like lowering the City's contribution has to be negotiated. They did this knowing that legislation was changing in regards to this.

Health insurance was discussed and he mentioned that there have been two years of catastrophic claims. He assured Council they are seeing savings with the health center but there have been a lot of claims.

Ms. Gemmati added that the monthly pharmacy bill was more than health costs.

Mayor Parrish advised that there was a pharmaceutical group that wanted to meet with the City. He suggested that staff meet with them to see if they can help. City Manager Titkanich noted that they meet with the Gehring Group on a regular basis.

[1] EXHIBIT A: FY 2019 Fiscal Sustainability Budget Workshop

Ms. Gemmati explained how the Gehring Group is paid due to a question posed by Mayor Parrish.

PTSD Indemnity Benefits and the Cancer Presumption expansion were explained.

City Manager Titkanich advised that Brevard Public Schools has requieted four SRO's, but the City was provided two. There will be a $52,000 reimbursement per SRO.

Mayor Parrish felt that the whole thing with SRO's was sad because they are trying to fix a problem that has to do with a lot of factors.

Further discussion was held on school safety and Amendment 1.

City Manager Titkanich reminded Council that this year they took over Lee Wenner Park and the agreement would end in 2022. In five years, the $60,000 would end.

Further issues such as the Waste Management contract, legal settlements, natural disasters, stormwater fund, and the recent US Supreme Court ruling relating to internet sales taxes were discussed in detail[2]. He stressed there might be a civil rights issue to come forward in regards to legal settlements.

Councilman Whipple asked if the City was aware of what was going on beachside in regards to cancer. In response, City Manager Titkanich pointed out that our water was not a threat. The contaminants are not in our water.

Councilman Whipple then asked if the City was prepared to defend itself in regards to the issue in the event we were ever accused. City Manager Titkanich assured him that Ms. Senger was good about getting the correct information out regarding the issue.

In regards to pensions, City Manager Titkanich stressed that the City has always paid its required contribution for its pension plans and has never not paid. Some cities take a vacation from paying, but Cocoa has not.

He spoke about the Budget Development Philosophy and reminded Council that in FY 15 & 16 they focused heavily on public safety and in FY 17 & 18 they focused on community improvements and infrastructure. In FY 19 they are focusing on community improvements and employee investment.

[2] Mayor Parrish exited the meeting at 6:08 p.m. & returned at 6:10 p.m.

In FY 19 they still want to maintain the current level of service in addition to providing negotiated raises and to provide for a level of market equity adjustments for those employees who were hired before the implementation of the Pay Plan that was adopted in 2015, who have not already received a market rate adjustment.

Additionally, they want to maintain employee benefits at reasonable levels, use fund balance reserves strategically, and work in collaboration with the CRA's to implement certain redevelopment projects.

The General Fund Balance was discussed and an overview of the Fund Balance Policy was provided.

At the request of Councilman Whipple, City Manager Titkanich spoke in detail about equity issues and he explained why the City has those funds.

The projected use and figures in the General Fund Assigned Fund Balance and Unassigned Fund Balances were discussed in detail, including upcoming projects and costs of the projects.

Discussion was held on hurricane cleanup and if the City was prepared in the event there is another storm this year. Deputy Mayor Blanco stated that it took about eight weeks after the last storm for stuff to be picked up and that is a long time.

Councilman Whipple asked how much leeway directors have in regards to capital expenses. City Manager Titkanich explained the budget process and noted that directors were asked to submit requests prior to the process. He meets with each director and discusses each request.

City Manager Titkanich further advised that if an item is not originally budgeted they will come to him and there is communication throughout the year.

Mayor Parrish reiterated that he wanted to ensure the City was ready for a hurricane. City Manager Titkanich assured him staff has been out making assessments.

Chief Prince added that the City had nine inches of water within a 24 hour period, so considering that the City did well. When you have that much water you have to make a decision as to what can be done during a storm.

City Manager Titkanich spoke about the budget prioritization evaluation that was incorporated into the FY 2019-2023 CIP Analysis. He explained the level of priorities in the evaluation.

He pointed out that electrical, health insurance, and auto and liability insurance requests are all being re-reviewed by him and Finance.

He explained new personnel positions in the General Fund. He further pointed out that Police Lieutenants got their increase so they will not be included in the inequity adjustment. Additionally, collective bargaining would like their three year contract to include raises for the next three years.

City Manager Titkanich explained in furtherance how percentages on payroll have increased a little and explained that they are still lower today than they were three years ago.

Decreases within the budget were brought up and he pointed out that there would not be an increase in residential rates for solid waste. This is in order to prepare in the event that they get a new contract.

Mayor Parrish questioned Chief Cantaloupe's successor. It was mentioned that a committee would be put together and they would hire externally.

Councilman Whipple asked who was in charge of employees who drive city vehicles. In response, it was noted that department directors keep track of that. There is also a Samsura tracker on all vehicles that keeps track of everything. Councilman Whipple confirmed that driver's license checks are done on a regular basis.

Ms. Gemmati assured him that Human Resources keeps records updated on driver's licenses and that routine checks are done. Employees are to inform the City if a status changes on their license.

City Manager Titkanich spoke about items in the one-time capital and non-recurring expenses that were in the unassigned general fund balance. He specifically spoke about Hurricane Irma expenses, trash cans, the usage of former Fire Station #3, and the Cocoa High School Athletic Facilities request.

Community Based Requests such as Cocoa High School and the Cocoa Logistics Training Center (Clearlake Education Center) were mentioned and he explained grants and matches that could be done in conjunction with both.

Additionally, Emma Jewell Charter School and Endeavor Elementary School partnerships were discussed. Along with Brevard Museum's request for a new roof and Habitat for Humanity's Women's Veteran Housing Project (within the Diamond Square CRA).

In regards to the Habitat for Humanity's-Women's Veteran Housing Project, Councilman Whipple wanted to make sure nothing prevents the City from getting those homes. He wanted staff to be reasonable when discussing the project and reiterated he wanted it to all work out.

City Manager Titkanich provided the background of the Fiscal Sustainability Model and reminded Council that in FY 2015, Stantec (formerly Burton & Associates) worked with City staff in order to develop this model for Cocoa's General Fund. Additionally, the City has utilized the modeling process to identify options for the fund's sustainability over a 10-year projection period. The City has contracted with Stantec again in order to update the model for the FY 2019 budget process.

He shared the model of the general fund baseline scenario and explained the analysis thoroughly including FY 2019 General Fund Revenue Assumptions.

In closing, he explained the next steps in the budget process, which are the following:

- TRIM Hearing to set the tentative ad valorem millage rate
  July 10, 2018 @ 6:00pm
- City Council provided FY 2019 Budget/CIP Workbooks NLT July 16, 2018
- July 24, 2018 @ 6:00 p.m. – Stantec Utility Rate Study Presentation/Rate Increase
- FY 2018 Budget/CIP Workshop August 8, 2018 @ 5:30 p.m.
- August 28, 2018 @ 6:00 p.m.
- 1ST Public Hearing – September 5, 2018 @ 5:30 p.m.
  - Vote for a Proposed Millage Rate
  - Vote on the Proposed FY2019 Budget
- 2nd Final Public Hearing – September 13, 2018 @ 5:30 p.m.
  - Adopt Millage Rate
  - Adopt the FY2019 Budget

Councilman Whipple and the rest of Council thanked the City Manager for his presentation. In response, City Manager Titkanich stated that he has a good team and everyone realized what they needed to focus on and did a great job.

Mayor Parrish appreciated everyone and thought they all did a great job. He further mentioned that the space industry would be making a major announcement in a few days.

Mayor Parrish spoke about the benefits and non-benefits of selling water. He also mentioned the honor flight and believes we need to bring the V-COP program back.

III. ADJOURNMENT.

*** The Fiscal Sustainability Workshop adjourned at 7:51p.m.**

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

FY 2019
Fiscal Sustainability
Budget Workshop

June 28, 2018

EXHIBIT A: FY 2019 Fiscal Sustainability Budget Workshop

Agenda

- Considerations, Issues and Budget Development Philosophy
- General Fund Balance
  - Assigned Fund Balance
  - Unassigned Fund Balance
- FY 2019 General Fund Budget Overview
  - Prioritization Considerations
  - Personnel Requests
  - One-Time Capital and Non-Recurring Expenses
  - Community Based Requests
- FY 2019 General Fund Fiscal Sustainability Analysis
- FY2019 Budget Calendar…What's Next

Budget Connection to Strategic Plan

City 2016-2021 Strategic Plan:

Goal 1: Maintain long term fiscal sustainability.

Goal 2: Promote greater transparency in budgeting and financial matters.



Assigned Aa2 rating from Moody's Investors Service

GFOA
Certificate of Achievement
FOR EXCELLENCE IN
Financial Reporting

COCOA FLORIDA

Cost Indices

- Consumer Price Index (5/2018)[1] 2.8%
- Municipal Cost Index (5/2018)[2] 3.45%
- Construction Cost Index (5/2018)[2] 3.02%
- Wages and Salaries (3/2018)[3] 1.8%
  (State/Local Government Workers)
- Compensation (3/2018)[3] 2.2%
  (State/Local Government Workers)

Sources:

[1] U.S. Bureau of Labor Statistics (https://www.bls.gov/cpi/)

[2] American City and County (http://americancityandcounty.com/municipal-cost-index)

[3] U.S. Bureau of Labor Statistics (http://data.bls.gov)

Horizon Issues…

- Amendment 1 (Expanded Homestead Exemption) ($120,000 - $160,000 reduction annually, projection - preliminary BCPA Tax Roll/Stantec analysis)
- Public Safety Pensions
  - Fire UAAL - $8,179,125
  - Police UAAL - $1,240,456
- Insurance
  - Health - 2 years of catastrophic claims
  - W/C – PTSD Indemnity Benefits, Cancer Presumption expansion
- SRO's – BPS requested 4, City providing 2 total
  - $52,000 Reimbursement per SRO (Current SRO $91K+ Salaries and Benefits)
- Lee Wenner Park – County/City ILA, $60,000 BOCC contribution ends in FY2022

Horizon Issues…

- Future Solid Waste Contract – WM expires 2020
- Legal Settlements – Liability
- Natural Disasters
  - Reimbursements from Hurricanes Matthew and Irma
  - Future events and impact to GF Unassigned Fund Balance
- Stormwater Fund – NPDES and BMAP mandates: inadequate revenue (rates) for program
- Recent US Supreme Court Ruling – Internet Sales Taxes
  - Florida House Ways & Means Committee (January 2017) estimated $200 million in potential sales tax revenue
    - Subject to Legislative Action

Budget Development Philosophy

- FY15 and FY16 – Public Safety
- FY17 and FY18 – Community Improvements/Infrastructure
- Fiscal Year 2019 – Community Improvements/Employee Investment
  - Maintain/enhance current LOS
  - In addition to providing negotiated raises, provide for a level of market equity adjustments for those employees who were hired before implementation of Pay Plan adopted in 2015, and who haven't already received a market rate adjustments ($300K +/- recurring costs)
  - Maintain employee benefits at reasonable levels
  - Strategic use of Fund Balance Reserves (capital needs and economic/catalytic projects)
  - Work in collaboration with CRAs to implement certain redevelopment projects
    - Diamond Square CRA – Dr. Joe Smith Center
    - Cocoa CRA – updated Waterfront Master Plan

Use of GF Fund Balance

Fund Balance Policy

- Reserves used for capital/one-time expenses only, **cannot** sustain recurring expenses
- Preserve Fund Balance at minimum reserve requirement
- Strategic use for catalytic Capital/Economic Projects to enhance overall City growth and quality of life
- Utilize Fund Balance available to fund projects
- Capital Projects – **Require revenue source for future O&M expenses?**

Staff FOM Policy Proposal: Community Based Requests may not be funded through the use of Unassigned Fund Balance in future fiscal years.

Moody's Aa2 Credit Opinion (Rating), April 12, 2018

- *Credit Strengths* – "Strong reserve and liquidity levels"
- *Factors that could lead to a downgrade* – "Significant decline in reserve or liquidity levels"
- *Factors that could lead to an upgrade* – "Material tax base growth"

General Fund Assigned Fund Balance

Projected Use of GF Assigned Fund Balance for FY2019:

$3,525,000	Dr. Joe Lee Smith Center
$1,500,000	Fiske Boulevard Phase III
$450,000	Paving/Sidewalk
$5,475,000	

Note: Remainder of Paving/Sidewalk (Roadway Construction) Funds $750K previously assigned are programmed in CIP at $250K per year through FY2022.

GF Assigned Fund Balance (Anticipated for FY2018 CAFR):

$500,000	Economic Incentives
	• BPS Logistics Center ($100K Capital, $50K Operating over 5 year period)
	• East Florida Motor Sales (Awaiting Final Application)
$3,000,000*	Economic Development Catalyst Projects
	• Walmart Distribution Center ($2 million)*
$1,250,000	City Software (ERP) Upgrade
$4,750,000	

General Fund Unassigned Fund Balance

GF Unassigned FB (as of 9/30/2017, per 2017 CAFR):

$9,877,964	
($2,183,772)	Projected Use of FB For FY2018
($1,000.000)	Increased commitment up to $3.7m for JLS Ctr.
($2,735,396)*	Hurricane Irma (FY18 and FY19)
$3,958,796	**Projected Available Unassigned FB**

Projected Use of Unassigned Fund Balance for FY2019:

$700,313	One-Time Capital Costs
$2,158,550	Hurricane Irma Related

FY2019 GF Budget Overview

FY2019 General Fund Budget:

Revenues: Approximately **$34,372,487**
Expenses: Approximately **$42,706,350**
Use of Fund Balance: $8,313,863

- **Assigned FB** $5,475,000
- **Unassigned FB – Hurricane Irma:** $2,158,550
- **Unassigned FB:** $700,313

Original Departmental Submittal: $45,450,972

*CM has already adjusted **$2.74 million** from GF department requests.*

CM/FN re-reviewing Electrical, Health Insurance, Auto and Liability Insurance Accounts

Budget Expense/Revenue Drivers:

- **Increases:**
  - Additional Personnel Costs for new positions **$297,199.68**
  - Salary Increases **UNKNOWN** at this time – Negotiations ongoing with 3 rank and file collective bargaining units
    - Expressed desire is for 3 year Contracts with annual raises guaranteed for duration of contract
    - PBA Lieutenants – Contract ratified by City Council
    - District Chiefs – Negotiations ongoing
  - Health Insurance – **7.5% - 10%**
    - Two consecutive years of abnormally high catastrophic claims
  - Public Safety Pensions
    - UAAL – Police ($1,240,456) and Fire ($8,179,125)
    - City ARC increase – Police $ 923,473 (**6.4%**) and Fire $1,424,223 (**3.8%**)
    - Potential requests to reverse certain pension reforms would increase UAAL and ARC
- **Decreases:**
  - Unknown timing of Hurricane Matthew and Irma reimbursements
  - Solid Waste (planning for future contract)
    - Residential Rates no increase
    - Commercial Rates approximately 7% rate reduction

COCOA FLORIDA

Budget Prioritization Evaluation
Incorporated into FY2019-2023 CIP (and general) Analysis

Priority I – Imperative (Must Do) Projects represent projects that cannot reasonably be postponed in order to avoid harmful or undesirable consequences.

- Addresses a condition dangerous to public health, safety or welfare.
- Achieves compliance with a mandate or other legal obligation (contract/development order).
- Alleviates an emergency service disruption or deficiency.
- Prevents irreparable damage to a critical public facility.

Priority II – Essential (Should Do) Projects represents projects that address clearly demonstrated needs or objectives.

- Projects identified in the 2016-2021 Strategic Plan that will stimulate economic growth and induces opportunity to attract private capital investment.
- Deferment would result in severe degradation of public facilities and/or reduction in level of service.
- Reduces future operating and maintenance costs and advances fiscal sustainability.
- Leverages available federal, state or county funding or public-private partnerships (grant awarded or public-private partnership, matching requirement considerations).
- Reduces demand on natural resources and/or promotes sustainability.

Priority III – Important (Could Do) Projects represent projects that benefit the community but may be delayed without detrimental effects to core municipal services.

- Rehabilitates or replaces an obsolescent public facility.
- Provides a new or expanded level of service to City of Cocoa residents and/or business owners.
- Leverages available federal, state or county funding (grant opportunities/joint funding).
- Enhances natural or cultural resources.

Priority IV – Desired (Nice to Do) Projects represent projects that would add value to the community's quality of life, but are not necessary to the delivery of core municipal services.

- Promotes and enhances the City of Cocoa's image, physically or emotionally.
- Enhances and expands recreational or community amenities.
- Presents an opportunity to enhance and strengthen community identification within the Space Coast region.

COCOA FLORIDA

General Fund Personnel

Community Services:

- Convert Plans Examiner to hire Deputy Building Official **$67,427.60**

Finance:

- Staff Accountant (Temp. converted to FT position) **$63,568.76**

Police:

- 1 Administrative Secretary for Support Services/CID (CPSM Study) **$52,095.16**
- 1 Code Enforcement **$58,174.52**

Public Works:

- 1 Maintenance Worker II (Unfreezing position) **$55,933.64**
- 1 Fleet Technician – If NAPA IBS implementation occurs, Automotive Stock Clerk to be reclassified

Total Cost for Recommended Positions: $297,199.68

2 Additional School Resource Officers requested at **$73,934** each (Current SRO - $90,798) – Total cost $147,868

- **Only being reimbursed $52,000 per SRO by BPS Proposed Agreement**
  **** Unable to fill 2 additional SROs, reassigning one (1) patrol officer to cover both Endeavour and Cambridge Elementary Schools in addition to maintaining existing SRO for Cocoa High School**

Positions requested and not recommended to be filled in FY2019:

- Customer Service Representative
- Training Officer (Part-Time GE-12)
- 1 Detective (CPSM Study)
- Assistant Manager Streets/Stormwater

One Time Capital and Non-Recurring Expenses Unassigned GF Balance

- CPD Strategic Plan $50,000
- City CEMP $40,000
- CPD Laptops (Year 2 of 4) - $57,133
- Antennae for 3 Fire Stations - $99,000
- CFD SCBA - $160,000
- Ballistic Vests - $18,370 (Match for grant)
- Skid Pack for Brush Truck - $16,810
- Dixon Boulevard Sidewalk - $45,000
- Trash Cans - $28,000
- Former Fire Station 3 Roof - $85,000
- Benches - $26,000
- Cocoa High School Athletic Facilities Request - $75,000

Total One Time Expenses from Unassigned GF Balance: $700,313

Total Hurricane Irma Expenses from Unassigned GF Balance: $2,158,550

Brevard Museum Roof Repair/Replacement - $50,000*

Community Based Requests

Cocoa High School – School Initiated Project

- Rubberized Track - $145,000 ($120,000) **Match BPS $25K**
  - BPS provides $25,000 for School Initiated Projects
- Turf Field - $185,000 ($160,000) **Match BPS $25K**
  - BPS provides $25,000 for School Initiated Projects
- Gym Bleachers - $85,000 ($60,000) **Match BPS $25K**
  - BPS provides $25,000 for School Initiated Projects
- CM Informed that School Safety has greater priority over School Initiated projects

TOTAL One-time budgeted costs - $75,000 (subject to BPS Match)

Cocoa Logistics Training Center – Clearlake Education Center

- Partnership with BPS subject to FL DEO Job Growth Grant ($2m)
- Consistent with 2015 City Economic Base Analysis and Strategic Plan Economic Development Goal 2, Objective 2.1
- **$100,000 capital construction** – if BPS awarded grant
- Annual operating contribution of $10,000 (5 years)
- Certified Logistics, Welder, Heavy Equipment Operators, Warehouse Management, Inventory Management, Port and Railroad Worker Training
  - Up to 25% of students would be Cocoa residents, first right to participate

Not included in FY2019 Budget, subject to BPS receiving grant

CM Recommendation: Support through Assigned FB - Economic Incentives

Community Based Requests

Emma Jewell Charter School

- Initial year subsidized Free-Reduced School Lunch Program
- Pedestrian Safety Improvements
- B.A. Morse Park (Regional Stormwater Facility) – Athletic Field w/access to Pedestrian Trail surrounds stormwater facility
- $15,200 provided for busing for students (initially $7,600, last 2 fiscal years funded a double bus run
- Requested assistance from City and/or City for School Safety Improvements
  - Improvements not specified
- Requested assistance in funding School Safety/Security Specialist

Total Budgeted for FY2019: $15,200

Endeavour Elementary Community Partnership School

- City funded capital improvements for Covered Pavilion (FY16) and Parent/Teacher Resource Hub (FY17)
- City funded purchasing books for all students at end of school year (FY18)
- City funded, through CHS, for a Parent/Teacher Coordinator (FY17) in previous school year and position was filled only part of this past school year.

- **No funds budgeted in FY2019 Budget**

Community Based Requests

Brevard Museum (FY2018 request)

- $50,000 grant for roof repairs/replacement
- Agreement with FHS for review
- FHS provide 3 year advisory role to non-profit/volunteer board on curation for Leon and Jewell Collins Museum once non-profit/board in place.

Not reflected in FY2019 Budget

Habitat for Humanity – Women's Veteran Housing Project (w/in DS CRA)

- Diamond Square CRA
  - Donate 6 lots (valued between $5,000 and $7,500 each)
  - Donate/pledged $10,000 per home
- City of Cocoa
  - Requesting $75,000 per home
  - Requesting waiver of Building and Permit Fees
  - Requesting City use Down Payment Assistance for homes
  - Sale Price – Approximately $115,000 per home
- **HH request from City - $450,000**
- **TOTAL Request p/home (all sources, excluding B&P fees) $90,000+**

Not reflected in FY2019 Budget

CM and CS to meet with HH on request/agreement

FAMS GF Model - Fiscal Sustainability

Stantec (formerly Burton & Associates)

Background

- In FY 2015 Stantec (Burton & Associates) worked collaboratively with City staff to develop a Fiscal Sustainability Model for Cocoa's General Fund
- The City utilized the modeling process to identify options for the fund's sustainability over a 10-year projection period
- The City contracted with Stantec (Burton & Associates) to update the model for the FY 2019 Budget Process
  - Validate/update assumptions and projections
  - Capital Funding Programming/Funding Availability
  - Evaluate FY19 Millage Rate and Fire Assessment Rates

General Fund Baseline Scenario Screenshot

(May 19, 2015 Budget Workshop)

BURTON & ASSOCIATES

No Changes in Millage Assumed

Modest Property Value Growth Assumptions

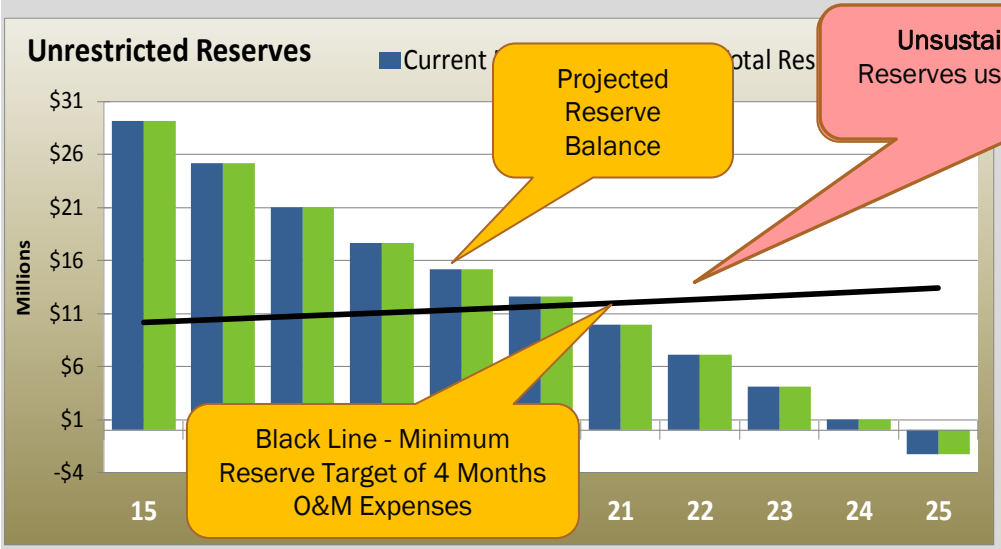
GENERAL FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS - GF) SUMMARY

SAVE CALC

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Millage Rate Adjustment											
Existing Property Value Adjustment	N/A	0.00%	0.50%	1.00%	1.25%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
New Construction	N/A	0.81%	0.91%	1.01%	1.10%	1.08%	1.26%	1.23%	1.20%	1.16%	1.13%
Total Property Value Adjust.	N/A	0.81%	1.41%	2.01%	2.35%	2.58%	2.76%	2.73%	2.70%	2.66%	2.63%
Millage Rate - Last Plan	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Property Value Adj. - Last Plan	N/A	0.81%	1.41%	2.01%	2.35%	2.58%	2.76%	2.73%	2.70%	2.66%	2.63%
Cash Flow Surplus/(Deficit) $M	$0.7	($4.0)	($4.2)	($3.3)	($2.5)	($2.6)	($2.7)	($2.8)	($3.0)	($3.1)	($3.2)
End of Year Fund Balance $M	$29.1	$25.2	$21.0	$17.7	$15.2	$12.6	$9.9	$7.1	$4.1	$1.0	($2.3)
Reserve Target Surplus/(Deficit) $M	$19.0	$14.7	$10.2	$6.6	$3.8	$0.9	($2.1)	($5.3)	($8.6)	($12.1)	($15.7)

Port Project?

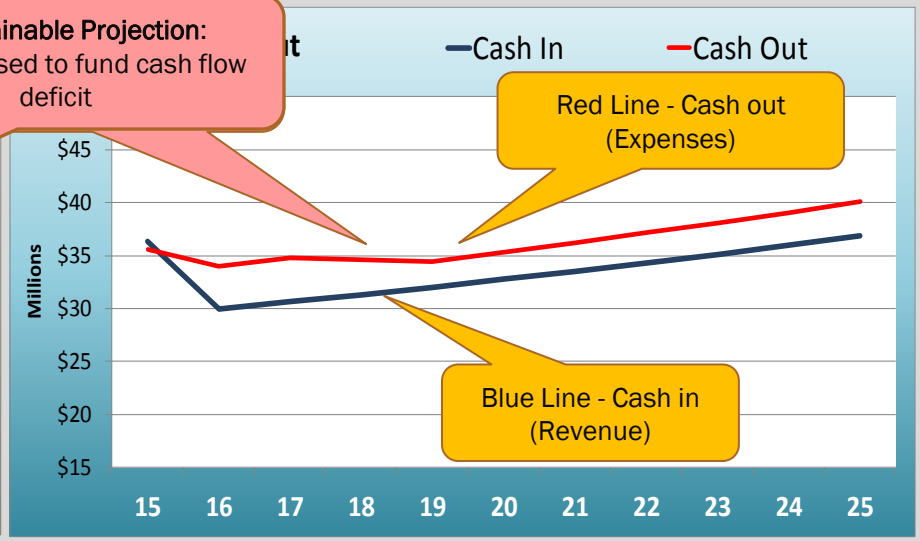
PST Year?



Projected Reserve Balance

Unsustainable Projection: Reserves used to fund cash flow deficit

Black Line - Minimum Reserve Target of 4 Months O&M Expenses



Red Line - Cash out (Expenses)

Blue Line - Cash in (Revenue)

Basis for FY2019 GF Budget Analysis

- FY 2018 Amended Budget and FY 2017 CAFR (FB)
- FY 2019 Preliminary Budget
  - Departmental Entry
  - CM Adjustments
  - CM and Department meetings…and additional adjustments
- Capital Improvements Program – 5 years
  - Requests submitted by Departments
    - CIP Review completed
- FAMS projected revenues and expenses for future fiscal years through FY2028
- Maintain Fund Balance equal to 4 Months (33%) of O&M Expenses (Committed)
  - ✓ $9,903,251
  - ✓ $500,000 (Capital Replacement)

FY2019 GF Revenue Assumptions

- Millage Rate – maintain at 5.9790 mills
- Fire Assessment – return to 3% increase from last year's 5% increase
  - FY2018 Additional increase related to unanticipated higher than projected Debt Service for Fire Protection Assessment Revenue Bonds
- Reduction in Solid Waste Revenues
  - WM contract expires in 2020…plan for likely decrease in rates
  - No Rate Increase for Residential Customers
  - Approximately 7% Rate Decrease for Commercial Customers
- Strategic Use of Unassigned Fund Balance for one-time capital and non-recurring expenditure

General Fund FY2019 Analysis

CALC | SAVE | 5/10
LAST | OVR
CIP | $M

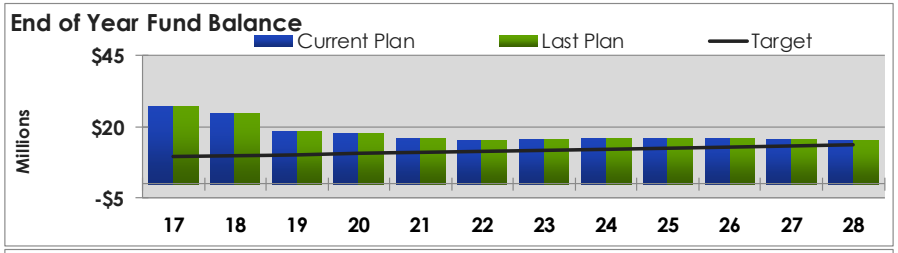
FAMS-XL© GENERAL FUND

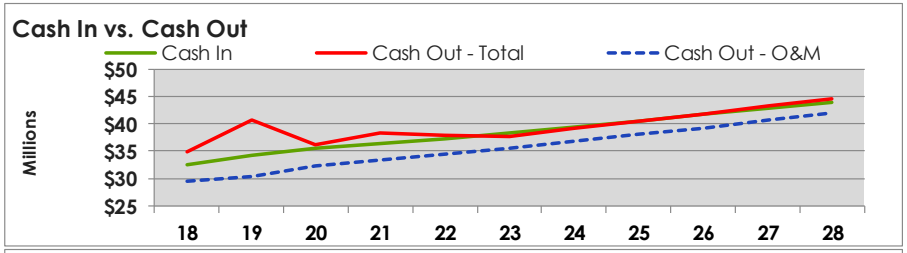
City of Cocoa, FL

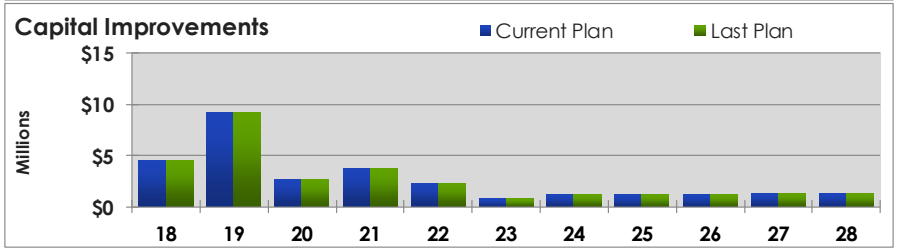
Stantec

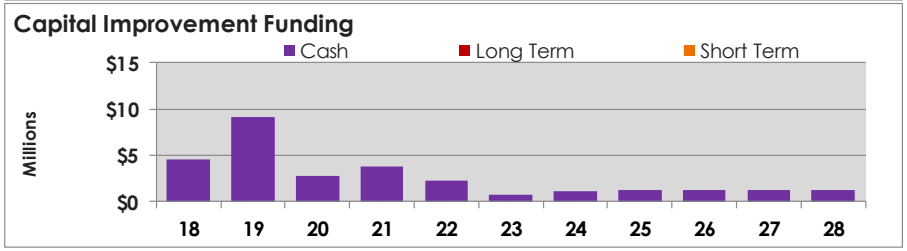
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Last Plan	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Total Property Value Adj	3.8%	6.1%	11.2%	4.0%	3.0%	3.0%	4.3%	4.2%	5.4%	3.0%	3.0%
Last Plan	3.8%	6.1%	11.2%	4.0%	3.0%	3.0%	4.3%	4.2%	5.4%	3.0%	3.0%
Cash Flow Sur/(Def) $M	$ (2.39)	$ (6.33)	$ (0.67)	$ (1.94)	$ (0.68)	$ 0.61	$ 0.25	$ 0.06	$ (0.06)	$ (0.34)	$ (0.62)
End of Year Fund Bal $M	$ 24.75	$ 18.41	$ 17.74	$ 15.80	$ 15.13	$ 15.73	$ 15.98	$ 16.04	$ 15.97	$ 15.64	$ 15.01
Target Sur/(Def) $M	$ 14.99	$ 8.35	$ 7.08	$ 4.79	$ 3.75	$ 3.98	$ 3.84	$ 3.50	$ 3.01	$ 2.24	$ 1.17
Balance % of Expenses	71%	45%	49%	41%	40%	42%	41%	40%	38%	36%	34%
Target % of Expenses	33%	33%	33%	33%	33%	33%	33%	33%	33%	33%	33%

HE? Y
WMDC? Y









Prepared by:
Stantec

General Fund Questions & Comments

What's Next…

City Council FY 2019 Budget Workshop/Hearings

- TRIM Hearing to set the tentative ad valorem millage rate
  July 10, 2018 @ 6:00pm

- City Council provided FY 2019 Budget/CIP Workbooks NLT July 16, 2018

- July 24, 2018 @ 6:00 p.m. – Stantec Utility Rate Study Presentation/Rate Increase
  - Utilities CIP
  - 2018 Utility Revenue Bond
  - 2009A and 2009B Advanced Refunding

- FY 2018 Budget/CIP Workshop August 8, 2018 @ 5:30 p.m.

- August 28, 2018 @ 6:00 p.m.
  - Resolution – Fire Protection Assessment

- 1ST Public Hearing – September 5, 2018 @ 5:30 p.m.
  - Vote for a Proposed Millage Rate
  - Vote on the Proposed FY2019 Budget

- 2nd Final Public Hearing – September 13, 2018 @ 5:30 p.m.
  - Adopt Millage Rate
  - Adopt the FY2019 Budget

Legislation Details (With Text)

File #:	18-302	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/13/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve the FY2019 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; Pending Approval of the FY2019 Budget. (Utilties Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	JFA Cover Letter dated July 9, 2019 Joint Funding Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 13, 2018
Agenda Date: August 14, 2018
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the FY2019 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; Pending Approval of the FY2019 Budget

BACKGROUND:

The City of Cocoa has participated with the United States Geological Survey (USGS) for more than 30 years to collect and report hydrologic data (water quality sampling, ground water and surface water level monitoring) of water resources in Cocoa's wellfield. The reporting activities are a condition of the Consumptive Use Permit issued to the City of Cocoa by the St. Johns River Water Management District (SJRWMD).

Cocoa manages the program and Cocoa employees perform some of the lab work. Data collection, monitoring equipment and database compilation are provided by USGS. The FY2019 agreement totals $133,082 of which Cocoa's share will be $116,302. This proposal reflects a cost decrease of $3,668 from the FY2018 program.

The FY2019 budget for this program is $119,970 which is more than sufficient to fund the City's portion of the agreement.

Staff recommends approval of the FY2019 Joint Funding Agreement with USGS pending the approval of the FY 2019 budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$116,302
Account Number	421-4010-536.34-00
Account Name	Contract Services
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve the FY2019 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; Pending Approval of the FY2019 Budget.

received
7/11/18

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Caribbean-Florida Water Science Center
4446 Pet Lane, Suite 108
Lutz, Florida 33559
Tel. (813) 498-5000
Fax (813) 498-5002

July 9, 2018

John Walsh II, P.E.
City of Cocoa
351 Shearer Blvd. 2nd Floor
Cocoa, FL 32922

Dear Mr. Walsh:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Caribbean-Florida Water Science Center Water Resources Investigations, during the period October 1, 2018 through September 30, 2019 in the amount of $116,302 from your agency. U.S. Geological Survey contributions for this agreement are $10,080 from Cooperative Matching Funds and an additional $6,700 from the USGS Climate Response Network (CRN) for a combined total of $133,082. Please sign and return one fully-executed original to Susan W. Jones at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2018**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Darrell Lambeth by phone number (407) 803-5543 or email dlambeth@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Susan Jones at phone number (813) 498-5009 or email at swjones@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

David M. Sumner, Ph.D., PG
Director, Caribbean-Florida Water Science Center

Enclosure
19MCGJFA0003 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001066
Agreement #: 19MCGJFA0003
Project #: MC00E2A
TIN #: 59-6000292

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2018, by the U.S. GEOLOGICAL SURVEY, Caribbean-Florida Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Cocoa party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $10,080.00 by the party of the first part during the period October 1, 2018 to September 30, 2019

(b) $116,302.00 by the party of the second part during the period October 1, 2018 to September 30, 2019

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $6,700

Description of the USGS regional/national program: Climate Response Network (CRN)

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001066
Agreement #: 19MCGJFA0003
Project #: MC00E2A
TIN #: 59-6000292

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Darrell Lambeth Hydrologic Data Chief - Orlando
Address:	12703 Research Parkway Orlando, FL 32826
Telephone:	(407) 803-5543
Fax:	(407) 803-5501
Email:	dlambeth@usgs.gov

Customer Technical Point of Contact

Name:	John Walsh II, P.E.
Address:	351 Shearer Blvd. 2nd Floor Cocoa, FL 32922
Telephone:	(321) 433-8710
Fax:	
Email:	jwalsh@cocoafl.org

USGS Billing Point of Contact

Name:	Susan Jones Budget Analyst
Address:	4446 Pet Lane Suite 108 Lutz, FL 33559
Telephone:	(813) 498-5009
Fax:	(813) 498-5002
Email:	swjones@usgs.gov
DUNS:	137783937

Customer Billing Point of Contact

Name:	John Walsh II, P.E.
Address:	351 Shearer Blvd. 2nd Floor Cocoa, FL 32922
Telephone:	(321) 433-8710
Fax:	
Email:	jwalsh@cocoafl.org

U.S. Geological Survey
United States
Department of Interior

Signature

By _____ **Date:** 07/09/2018
Name: David M. Sumner, Ph.D., PG
Title: Director, Caribbean-Florida Water Science Center

City of Cocoa

Signatures

By _____ **Date:** 7/20/18
Name: John A. Walsh
Title: Utilities Director

By _____ **Date:** _____
Name:
Title:

By _____ **Date:** _____
Name:
Title:

FY 2019

April 23, 2018

Station ID	Name or Location		Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
City of Cocoa									
WATER QUALITY SAMPLING STATIONS									
282341081040101	COCOA A		Periodic	temp and cond	P	KT	1	$ 57	$ 57
282341081040101	COCOA A		Periodic	pH	P	PH	1	$ 57	$ 57
282341081040101	COCOA A		Periodic	major cations	P	CAT	1	$ 570	$ 570
282341081040101	COCOA A		Periodic	chloride	P	CL	4	$ 1,660	$ 1,660
									$ -
282847081013701	COCOA H	**WELL IS**	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282847081013701	COCOA H	**NO LONGER**	Periodic	pH	P	PH	1	$ 57	$ 57
282847081013701	COCOA H	**PLUGGED**	Periodic	major cations	P	CAT	1	$ 570	$ 570
282847081013701	COCOA H	**SAMPLE**	Periodic	chloride	P	CL	1	$ 220	$ 220
									$ -
282531081095701	COCOA D		Periodic	temp and cond	P	KT	1	$ 57	$ 57
282531081095701	COCOA D		Periodic	pH	P	PH	1	$ 57	$ 57
282531081095701	COCOA D		Periodic	major cations	P	CAT	1	$ 570	$ 570
282531081095701	COCOA D		Periodic	chloride	P	CL	1	$ 220	$ 220
									$ -
282406081093602	COCOA R		Periodic	temp and cond	P	KT	1	$ 57	$ 57
282406081093602	COCOA R		Periodic	pH	P	PH	1	$ 57	$ 57
282406081093602	COCOA R		Periodic	major cations	P	CAT	1	$ 570	$ 570
282406081093602	COCOA R		Periodic	chloride	P	CL	1	$ 220	$ 220
									$ -
282530081065601	COCOA S-Zone 1 (OR-614)		Periodic	temp and cond	P	KT	1	$ 57	$ 57
282530081065601	COCOA S-Zone 1 (OR-614)		Periodic	pH	P	PH	1	$ 57	$ 57
282530081065601	COCOA S-Zone 1 (OR-614)		Periodic	major cations	P	CAT	1	$ 570	$ 570
282530081065601	COCOA S-Zone 1 (OR-614)		Periodic	chloride	P	CL	1	$ 220	$ 220
									$ -
282530081065602	COCOA S-Zone 2 (OR-615)		Periodic	temp and cond	P	KT	1	$ 57	$ 57
282530081065602	COCOA S-Zone 2 (OR-615)		Periodic	pH	P	PH	1	$ 57	$ 57
282530081065602	COCOA S-Zone 2 (OR-615)		Periodic	major cations	P	CAT	1	$ 570	$ 570
282530081065602	COCOA S-Zone 2 (OR-615)		Periodic	chloride	P	CL	1	$ 220	$ 220
									$ -

FY 2019

April 23, 2018

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	pH	P	PH	1	$ 57	$ 57
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	major cations	P	CAT	1	$ 570	$ 570
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
283249081053201	BITHLO 1	Periodic	temp and cond	P	KT	1	$ 57	$ 57
283249081053201	BITHLO 1	Periodic	pH	P	PH	1	$ 57	$ 57
283249081053201	BITHLO 1	Periodic	major cations	P	CAT	1	$ 570	$ 570
283249081053201	BITHLO 1	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
283249081053202	BITHLO 2	Periodic	temp and cond	P	KT	1	$ 57	$ 57
283249081053202	BITHLO 2	Periodic	pH	P	PH	1	$ 57	$ 57
283249081053202	BITHLO 2	Periodic	major cations	P	CAT	1	$ 570	$ 570
283249081053202	BITHLO 2	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
283249081053203	BITHLO 3	Periodic	temp and cond	P	KT	1	$ 57	$ 57
283249081053203	BITHLO 3	Periodic	pH	P	PH	1	$ 57	$ 57
283249081053203	BITHLO 3	Periodic	major cations	P	CAT	1	$ 570	$ 570
283249081053203	BITHLO 3	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282533081082202	COCOA C ZONE 1	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282533081082202	COCOA C ZONE 1	Periodic	pH	P	PH	1	$ 57	$ 57
282533081082202	COCOA C ZONE 1	Periodic	major cations	P	CAT	1	$ 570	$ 570
282533081082202	COCOA C ZONE 1	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282533081082204	COCOA C ZONE 3	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282533081082204	COCOA C ZONE 3	Periodic	pH	P	PH	1	$ 57	$ 57
282533081082204	COCOA C ZONE 3	Periodic	major cations	P	CAT	1	$ 570	$ 570
282533081082204	COCOA C ZONE 3	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282533081082205	COCOA C ZONE 4	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282533081082205	COCOA C ZONE 4	Periodic	pH	P	PH	1	$ 57	$ 57
282533081082205	COCOA C ZONE 4	Periodic	major cations	P	CAT	1	$ 570	$ 570
282533081082205	COCOA C ZONE 4	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -

FY 2019

April 23, 2018

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
282533081082206	COCOA C ZONE 5	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282533081082206	COCOA C ZONE 5	Periodic	pH	P	PH	1	$ 57	$ 57
282533081082206	COCOA C ZONE 5	Periodic	major cations	P	CAT	1	$ 570	$ 570
282533081082206	COCOA C ZONE 5	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282335081103701	Residential well No. 3 Johnson	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282335081103701	Residential well No. 3 Johnson	Periodic	pH	P	PH	1	$ 57	$ 57
282335081103701	Residential well No. 3 Johnson	Periodic	major cations	P	CAT	1	$ 570	$ 570
282335081103701	Residential well No. 3 Johnson	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282336081105201	Residential well No. 4 Nodorft	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282336081105201	Residential well No. 4 Nodorft	Periodic	pH	P	PH	1	$ 57	$ 57
282336081105201	Residential well No. 4 Nodorft	Periodic	major cations	P	CAT	1	$ 570	$ 570
282336081105201	Residential well No. 4 Nodorft	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282346081004601	DIGIOVANNI WELL	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282346081004601	DIGIOVANNI WELL	Periodic	pH	P	PH	1	$ 57	$ 57
282346081004601	DIGIOVANNI WELL	Periodic	major cations	P	CAT	1	$ 570	$ 570
282346081004601	DIGIOVANNI WELL	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
QW from ALL Production wells ANNUALLY								$ -
282510081054501	COCOA 1	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282510081054501	COCOA 1	Periodic	pH	P	PH	1	$ 57	$ 57
282510081054501	COCOA 1	Periodic	major cations	P	CAT	1	$ 570	$ 570
282510081054501	COCOA 1	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282612081054201	COCOA 2	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282612081054201	COCOA 2	Periodic	pH	P	PH	1	$ 57	$ 57
282612081054201	COCOA 2	Periodic	major cations	P	CAT	1	$ 570	$ 570
282612081054201	COCOA 2	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282548081054201	COCOA 3	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282548081054201	COCOA 3	Periodic	pH	P	PH	1	$ 57	$ 57
282548081054201	COCOA 3	Periodic	major cations	P	CAT	1	$ 570	$ 570
282548081054201	COCOA 3	Periodic	chloride	P	CL	1	$ 220	$ 220

FY 2019

April 23, 2018

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication		ANNUAL COST		COOPERATOR TOTAL
									$	-
282451081054501	COCOA 5	Periodic	temp and cond	P	KT		1	$ 57	$	57
282451081054501	COCOA 5	Periodic	pH	P	PH		1	$ 57	$	57
282451081054501	COCOA 5	Periodic	major cations	P	CAT		1	$ 570	$	570
282451081054501	COCOA 5	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282530081054201	COCOA 7	Periodic	temp and cond	P	KT		1	$ 57	$	57
282530081054201	COCOA 7	Periodic	pH	P	PH		1	$ 57	$	57
282530081054201	COCOA 7	Periodic	major cations	P	CAT		1	$ 570	$	570
282530081054201	COCOA 7	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282632081054502	COCOA 8R	Periodic	temp and cond	P	KT		1	$ 57	$	57
282632081054502	COCOA 8R	Periodic	pH	P	PH		1	$ 57	$	57
282632081054502	COCOA 8R	Periodic	major cations	P	CAT		1	$ 570	$	570
282632081054502	COCOA 8R	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282650081054201	COCOA 9	Periodic	temp and cond	P	KT		1	$ 57	$	57
282650081054201	COCOA 9	Periodic	pH	P	PH		1	$ 57	$	57
282650081054201	COCOA 9	Periodic	major cations	P	CAT		1	$ 570	$	570
282650081054201	COCOA 9	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282716081054501	COCOA 10	Periodic	temp and cond	P	KT		1	$ 57	$	57
282716081054501	COCOA 10	Periodic	pH	P	PH		1	$ 57	$	57
282716081054501	COCOA 10	Periodic	major cations	P	CAT		1	$ 570	$	570
282716081054501	COCOA 10	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282344081054201	COCOA 11	Periodic	temp and cond	P	KT		1	$ 57	$	57
282344081054201	COCOA 11	Periodic	pH	P	PH		1	$ 57	$	57
282344081054201	COCOA 11	Periodic	major cations	P	CAT		1	$ 570	$	570
282344081054201	COCOA 11	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282529081073201	COCOA 7A	Periodic	temp and cond	P	KT		1	$ 57	$	57
282529081073201	COCOA 7A	Periodic	pH	P	PH		1	$ 57	$	57
282529081073201	COCOA 7A	Periodic	major cations	P	CAT		1	$ 570	$	570
282529081073201	COCOA 7A	Periodic	chloride	P	CL		1	$ 220	$	220

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April 23, 2018

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication		ANNUAL COST		COOPERATOR TOTAL
									$	-
282531081075602	COCOA 13R	Periodic	temp and cond	P	KT		1	$ 57	$	57
282531081075602	COCOA 13R	Periodic	pH	P	PH		1	$ 57	$	57
282531081075602	COCOA 13R	Periodic	major cations	P	CAT		1	$ 570	$	570
282531081075602	COCOA 13R	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282531081082201	COCOA 14	Periodic	temp and cond	P	KT		1	$ 57	$	57
282531081082201	COCOA 14	Periodic	pH	P	PH		1	$ 57	$	57
282531081082201	COCOA 14	Periodic	major cations	P	CAT		1	$ 570	$	570
282531081082201	COCOA 14	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282530081085401	COCOA 15	Periodic	temp and cond	P	KT		1	$ 57	$	57
282530081085401	COCOA 15	Periodic	pH	P	PH		1	$ 57	$	57
282530081085401	COCOA 15	Periodic	major cations	P	CAT		1	$ 570	$	570
282530081085401	COCOA 15	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282530081091701	COCOA 16	Periodic	temp and cond	P	KT		1	$ 57	$	57
282530081091701	COCOA 16	Periodic	pH	P	PH		1	$ 57	$	57
282530081091701	COCOA 16	Periodic	major cations	P	CAT		1	$ 570	$	570
282530081091701	COCOA 16	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282530081094001	COCOA 17	Periodic	temp and cond	P	KT		1	$ 57	$	57
282530081094001	COCOA 17	Periodic	pH	P	PH		1	$ 57	$	57
282530081094001	COCOA 17	Periodic	major cations	P	CAT		1	$ 570	$	570
282530081094001	COCOA 17	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282556081094001	COCOA 18	Periodic	temp and cond	P	KT		1	$ 57	$	57
282556081094001	COCOA 18	Periodic	pH	P	PH		1	$ 57	$	57
282556081094001	COCOA 18	Periodic	major cations	P	CAT		1	$ 570	$	570
282556081094001	COCOA 18	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282624081090401	COCOA 19	Periodic	temp and cond	P	KT		1	$ 57	$	57
282624081090401	COCOA 19	Periodic	pH	P	PH		1	$ 57	$	57
282624081090401	COCOA 19	Periodic	major cations	P	CAT		1	$ 570	$	570
282624081090401	COCOA 19	Periodic	chloride	P	CL		1	$ 220	$	220

FY 2019

April 23, 2018

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282424081093601	COCOA 20	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282424081093601	COCOA 20	Periodic	pH	P	PH	1	$ 57	$ 57
282424081093601	COCOA 20	Periodic	major cations	P	CAT	1	$ 570	$ 570
282424081093601	COCOA 20	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282406081093601	COCOA 21	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282406081093601	COCOA 21	Periodic	pH	P	PH	1	$ 57	$ 57
282406081093601	COCOA 21	Periodic	major cations	P	CAT	1	$ 570	$ 570
282406081093601	COCOA 21	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282356081091901	COCOA 22	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282356081091901	COCOA 22	Periodic	pH	P	PH	1	$ 57	$ 57
282356081091901	COCOA 22	Periodic	major cations	P	CAT	1	$ 570	$ 570
282356081091901	COCOA 22	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282331081093801	COCOA 23	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282331081093801	COCOA 23	Periodic	pH	P	PH	1	$ 57	$ 57
282331081093801	COCOA 23	Periodic	major cations	P	CAT	1	$ 570	$ 570
282331081093801	COCOA 23	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282315081093601	COCOA 24	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282315081093601	COCOA 24	Periodic	pH	P	PH	1	$ 57	$ 57
282315081093601	COCOA 24	Periodic	major cations	P	CAT	1	$ 570	$ 570
282315081093601	COCOA 24	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282300081092401	COCOA 25	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282300081092401	COCOA 25	Periodic	pH	P	PH	1	$ 57	$ 57
282300081092401	COCOA 25	Periodic	major cations	P	CAT	1	$ 570	$ 570
282300081092401	COCOA 25	Periodic	chloride	P	CL	1	$ 220	$ 220
								$ -
282315081053801	COCOA 38	Periodic	temp and cond	P	KT	1	$ 57	$ 57
282315081053801	COCOA 38	Periodic	pH	P	PH	1	$ 57	$ 57
282315081053801	COCOA 38	Periodic	major cations	P	CAT	1	$ 570	$ 570
282315081053801	COCOA 38	Periodic	chloride	P	CL	1	$ 220	$ 220

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April 23, 2018

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication		ANNUAL COST		COOPERATOR TOTAL
									$	-
282304081053901	COCOA 39	Periodic	temp and cond	P	KT		1	$ 57	$	57
282304081053901	COCOA 39	Periodic	pH	P	PH		1	$ 57	$	57
282304081053901	COCOA 39	Periodic	major cations	P	CAT		1	$ 570	$	570
282304081053901	COCOA 39	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282250081053801	COCOA 40	Periodic	temp and cond	P	KT		1	$ 57	$	57
282250081053801	COCOA 40	Periodic	pH	P	PH		1	$ 57	$	57
282250081053801	COCOA 40	Periodic	major cations	P	CAT		1	$ 570	$	570
282250081053801	COCOA 40	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282238081053801	COCOA 41	Periodic	temp and cond	P	KT		1	$ 57	$	57
282238081053801	COCOA 41	Periodic	pH	P	PH		1	$ 57	$	57
282238081053801	COCOA 41	Periodic	major cations	P	CAT		1	$ 570	$	570
282238081053801	COCOA 41	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282208081053801	COCOA 42	Periodic	temp and cond	P	KT		1	$ 57	$	57
282208081053801	COCOA 42	Periodic	pH	P	PH		1	$ 57	$	57
282208081053801	COCOA 42	Periodic	major cations	P	CAT		1	$ 570	$	570
282208081053801	COCOA 42	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282145081053801	COCOA 43	Periodic	temp and cond	P	KT		1	$ 57	$	57
282145081053801	COCOA 43	Periodic	pH	P	PH		1	$ 57	$	57
282145081053801	COCOA 43	Periodic	major cations	P	CAT		1	$ 570	$	570
282145081053801	COCOA 43	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282127081053901	COCOA 44	Periodic	temp and cond	P	KT		1	$ 57	$	57
282127081053901	COCOA 44	Periodic	pH	P	PH		1	$ 57	$	57
282127081053901	COCOA 44	Periodic	major cations	P	CAT		1	$ 570	$	570
282127081053901	COCOA 44	Periodic	chloride	P	CL		1	$ 220	$	220
									$	-
282530081054204	COCOA 7T1	Periodic	temp and cond	P	KT		1	$ 57	$	57
282530081054204	COCOA 7T1	Periodic	pH	P	PH		1	$ 57	$	57
282530081054204	COCOA 7T1	Periodic	major cations	P	CAT		1	$ 570	$	570
282530081054204	COCOA 7T1	Periodic	chloride	P	CL		1	$ 220	$	220

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April 23, 2018

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST		COOPERATOR TOTAL	
Water Quality Sampling Subtotal								**$ 44,832**		**$ 44,832**
CONTINUOUS WATER LEVEL STATIONS										
282341081040101	COCOA A	Continuous	water level	C	H	1	6970	$ 5,970		
282406081093602	COCOA R	Continuous	water level	C	H	1	6970	$ 5,970		
282341081040101	COCOA R	Continuous	rain	C	RFA	1	1560	$ 1,450		
282531081082202	COCOA G	Continuous	water level	C	H	1	6970	$ 5,970		
282531081095701	COCOA D	Continuous	water level	C	H	1	6970	$ 5,970		
282532081075601	COCOA B	Continuous	water level	C	H	1	6970	$ 5,970		
282623081153801	COCOA P	Continuous	water level	C	H	1	6970	$ 5,970		
283249081053201	BITHLO 1	Continuous	water level	C	H	1	6970	$ 5,970		
283249081053203	BITHLO 3	Continuous	water level	C	H	2	6970	$ 270		
Continuous Water Level Subtotal								**$ 57,320**		**$ 43,510**
MONTHLY MEASUREMENT STATIONS										
283249081053202	BITHLO 2	Periodic	water level 12/yr	P	H/12	1	$ 3,780	$ 3,780		
QUARTERLY MEASUREMENT STATIONS										
282510081054503	COCOA 1T	Periodic	water level 4/yr	P	H/4	1	$ 1,360	$ 1,030		
282847081013702	COCOA K	Periodic	water level 4/yr	P	H/4	1	$ 1,360	$ 1,030		
282510081054502	COCOA M	Periodic	water level 4/yr	P	H/4	1	$ 1,360	$ 1,030		
282531081054301	COCOA O	Periodic	water level 4/yr	P	H/4	1	$ 1,360	$ 1,030		
282533081082202	COCOA C ZONE 1	Periodic	water level 4/yr	P	H/4	1	$ 1,360	$ 1,030		
282533081082204	COCOA C ZONE 3	Periodic	water level 4/yr	P	H/4	1	$ 1,360	$ 1,030		
282533081082205	COCOA C ZONE 4	Periodic	water level 4/yr	P	H/4	1	$ 1,360	$ 1,030		
282533081082206	COCOA C ZONE 5	Periodic	water level 4/yr	P	H/4	1	$ 1,360	$ 1,030		
282739081054501	COCOA F	Periodic	water level 4/yr	P	H/4	1	$ 1,360	$ 1,030		
Periodic Water Level Subtotal								**$ 16,020**		**$ 13,050**

FY 2019

April 23, 2018

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
ANNUAL REPORT								
	ANNUAL REPORT	Annual	report preparation	A	REPT	1	$ 6,900	$ 6,900
Annual Report Subtotal							**$ 6,900**	**$ 6,900**
SURFACE WATER STATIONS								
02232400	ST JOHNS RIVER NEAR COCOA	Continuous	temp, cond	C	TK1A	1	$ 8,010	$ 8,010
Surface Water Station Subtotal							**$ 8,010**	**$ 8,010**
FY 2019 PROGRAM TOTALS							**$ 133,082**	**$ 116,302**

	2019
Total Program	**$ 133,082**
City of Cocoa	**$ 116,302**
USGS Climate Response Network (CRN)	**$ 6,700**
USGS CMF Support	**$ 10,080**

Legislation Details (With Text)

File #:	18-314	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	7/20/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve a Resolution Amending the FY2018 Budget to Reallocate Funds for the Purchase of a New Surface Water Polyblend System for the Dyal Water Treatment Plant and to correct a negative balance. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2018 BAF-UT-Replacement of WS Polymer System (08-14-18)~ Agenda 18-314 - FY18.pdf WTC - 042518-JB-B Install Quote WTC - Approved SS Polyblend Quote				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 23, 2018
Agenda Date: August 14, 2018
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Department
Requested Action:
To Approve a Resolution Amending the FY2018 Budget to Reallocate Funds for the Purchase of a New Surface Water Polyblend System for the Dyal Water Treatment Plant and to correct a negative balance.

BACKGROUND:

The Dyal Water Treatment Plant FY18 budget includes funds for a new Polyblend System that would replace the existing polymer feed system currently in use for Surface Water Treatment. The system is a direct replacement for the 20-year old system that was recommended by the engineers of the Surface Water Plant.

The funds were budgeted in FY18 under Account No. 421-4020-536.46-00, Repairs and Maintenance. Due to the dollar amount of the purchase, this item needs to be capitalized; therefore, a budget transfer is required to transfer the funds from Account No. 421-4020-536.46-00, R&M to Account No. 421-4020-536.64-00, WS18PF - Machinery & Equipment.

In addition to the Polyblend System, account 421-4020-536.64-00 is currently in a negative status

due to the hurricanes and the need to purchase equipment for chemical storage.

Staff recommends approval of this transfer.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$39,985
Account Number	421-4020-536.64-00, WS18PF
Account Name	Machinery & Equipment
Source of Funds	421-4020-536.46-00, R&M

PREVIOUS ACTION:

On June 7, 2018, Purchase Order 72816 was issued to Water Treatment & Controls Co, Pensacola, Florida for the replacement Surface Water Polyblend System at Dyal Water Treatment Plant.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2018 Budget to Reallocate Funds for the Purchase of a New Surface Water Polyblend System for the Dyal Water Treatment Plant and to correct a negative balance..

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RESOLUTION NO. 2018-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; and

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

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

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

SECTION 1. The 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 14th day of August, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 07/23/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 39,985)	421-4020-536.46-00		Repair & Maintenance	$ 2,096,376	$ 1,745,392	$ 1,705,407	$ 244,674
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 39,985)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 22,314	421-4020-536.64-00	WS18PF	Water Sewer/Machinery & Equipment	$ 150,600	$ 256,915	$ 279,229	$ 4,644
$ 17,671	421-4020-536.64-00		Water Sewer/Machinery & Equipment	$ 150,600	$ 256,915	$ 274,586	$ 22,315
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 39,985	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Dyal Water Treatment Plant is purchasing a new surface water Polyblend Polymer System recommended by the Plant Engineering Staff. The costs include the price of the equipment, Materials for installation, Start-up & Training as well as the Travel and Per diem for a Service Technician to come and train the Plant Staff on the new equipment. This transfer will cover the cost of the replacement as well as add additional budget to cover the current account negative balance, created by the need to purchase equipment due to the hurricanes as well as critical infrastructure related to Dyal Plants chemical storage. City Council meeting of 8/14/2018, Agenda 18-314.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/14/18 *RESOLUTION #:* 2018-057

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

8/8/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.08.08 16:43:26 -04'00'	8/8/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.08.08 16:45:23 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
8/8/18 John "Jack" Walsh Digitally signed by John "Jack" Walsh	8/8/18 Lora Howell Digitally signed by Lora Howell Date: 2018.08.08 16:49:40 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

Water Treatment & Controls Co.

(850) 474-1805
(800) 826-7699
(850) 474-1776 FAX

9900A N. PALAFOX STREET • PENSACOLA, FLORIDA 32534-1227

Troy Howell
City of Cocoa
351 Shearer Blvd
Cocoa, FL 32922
Email: thowell@cocoafl.org

April 25, 2018

RE: POLYBLEND FEED SYSTEM Installation
Quote Number: 042518-JB-B

Troy,

Water Treatment & Controls Co. is pleased to offer you installation services for the POLYBLEND feed system at the Claud Dyal WTP. Our Service Technician will remove the old equipment, install new equipment, wire and plumb new equipment. The Service Technician will also provide technical assistance in start-up, calibration, and adjustments of new equipment to provide you with an operational system.

Quote Includes:

(8) Hr. Service Technician labor
(2) Per Diem
(5) Hr. Travel
(1) Materials for install
(1) Start-up & Training

Total Price: $ 3,024.00

Water Treatment and Controls Applicable Terms and Conditions apply and are attached.
If you have any questions you may contact me at: 352-267-3224.

Best regards,
Jason Bailey

Water Treatment & Controls Co.

(850) 474-1805
(800) 826-7699
(850) 474-1776 FAX

9900A N. PALAFOX STREET • PENSACOLA, FLORIDA 32534-1227

Standard Terms & Conditions

1. Quotation is good for (30) days.
2. Quotation includes only the items and services specified herein and does not include installation, field erection, accessory or related materials such as controls, piping, etc. unless specifically listed.
3. Quotation and order acceptance are subject to buyer's approved credit.
4. Payment term is Net 30 Days.
5. **PLEASE NOTE: All pricing anticipates payment by check or ACH. Due to additional costs incurred, payments by credit card will require an additional "pass through" 3% processing fee for acceptance.**
6. Delivery shall be F.O.B. Shipping Point. Freight charges will be prepaid and added to the total unless otherwise instructed and agreed to.
7. All applicable taxes or government charges upon the sale, shipment, and/or use of equipment/services covered by the proposal shall be added to the total price and paid by the buyer. Please add any and all taxes to the total quotation price.
8. Allow 8 to 10 weeks for shipment after receipt of an approved written purchase order.
9. All orders are subject to a 25% restocking fee upon cancellation and if restockable.
10. Submittal and Operating & Maintenance Manuals may be available upon request and subject to extra charge(s).
11. Additional Startup & Technical Services available at additional expense.
12. WTC shall be entitled to receive reasonable attorneys and collection fees on matters arising out of this quotation.

Please call for any assistance or questions regarding the scope of materials or Terms & Conditions.

Vs. 06-22-2017

RE: POLYBLEND FEED SYSTEM Installation
Quote Number: 042518-JB-B

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UGSI Chemical Feed SOLUTIONS

SCOPE OF WORK BY UGSI CHEMICAL FEED, INC. ("SELLER")

The following equipment and services are included in Seller's scope of work. All equipment will be manufactured in accordance with Seller's standard equipment specifications and installed in a non-hazardous area

No	Item Description	Qty.
1.	**Skid-Mounted, Pre-assembled, Piped, and Wired, Factory-Tested PolyBlend® MM1200-P2AB Polymer Feed System**, including: ▪ Magnum Mix Chamber with Direct Drive, Increased Capacity to Facilitate Polymer Activation and Bronze Impeller ▪ Dilution Water Paddlewheel Flowmeters and Control Valves ▪ Progressive Cavity Polymer Pump ▪ Dilution Water Solenoid Valve ▪ Dilution Water and Polymer Check Valves ▪ Post-Dilution Static Mixer ▪ Calibration Column ▪ Stainless Steel Open Frame Equipment Skid with Anchor and Lifting Lugs	1
	Skid-Mounted Electrical Control Panel, including: [B CONTROLS] ▪ NEMA 4X Enclosure – FRP Construction ▪ Programmable Microcontroller with 4-Digit LED Display ▪ Remote Start Contact ▪ Outputs for; o Run o General Alarm o System in Remote Mode-*NOTE: The B controller will be in remote mode at all times. A Local/Off/Remote Switch will be added to the enclosure with mixer motor contactor and polymer pump VFD with extra set of contact blocks when the switch is in the Remote Position* o 4-20 mA output for Pump Speed from VFD	1
2.	**Manufacturer's Services for Installation Inspection, System Start-Up, and Operator Training (1 Day at the Jobsite)**	Included
3.	**Design Submittals and Operation & Maintenance Manuals as Follows** ▪ Submittal: Drawings and Data Sheet Sent Electronically ▪ O&M Manuals: Qty. Three (3) CD-ROM with PDF File *Please notify us if an alternate quantity is required so that we can modify our proposal accordingly.*	Included
4.	**FOB Factory with Full Freight Allowed to Jobsite, Cocoa, FL**	Included
	EQUIPMENT PRICE [ITEMS 1-5]	**$ 19,290**

Legislation Details (With Text)

File #:	18-327	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/31/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve Amendment #1 to Task Order 2017-29 (Change Order #1 to FY18 P.O. 71619) with Bussen-Mayer Engineering Group, Inc. to allow for the Additional Design of a Reclaimed Water Main Extension as part of the Michigan Avenue Force Main Extension, Project No. WS17MI. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	T.O. 2017-29.1 Proposal TO (2017-29.1) BUSSEN (7-31-18) - $41700 - UT.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2018
Agenda Date: August 14, 2018
Prepared By: Kristoffer Smith, E.I., Utilities Associate Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Amendment #1 to Task Order 2017-29 (Change Order #1 to FY18 P.O. 71619) with Bussen-Mayer Engineering Group, Inc. to allow for the Additional Design of a Reclaimed Water Main Extension as part of the Michigan Avenue Force Main Extension, Project No. WS17MI

BACKGROUND:

On March 28, 2017, City Council approved Task Order No. 2017-29 to allow for the design and permitting of the Michigan Avenue Force Main Extension, Project No. WS17MI under the Continuing Services Agreement with Bussen-Mayer Engineering Group, Inc., RFQ-12-06-COC.

On July 11, 2017, City Council approved the extension of the Continuing Services Agreement through the life of completion of this project.

During design, it was determined to be beneficial to incorporate a reclaimed water line extension into the same project as the force main. Doing so will allow for flow and pressure improvements and provide for future reclaimed water customers along Michigan Avenue. Completing this design and construction at the same time as the force main will allow for a cost and time savings.

Staff recommends the approval of Amendment #1 to Task Order 2017-29 (Change Order #1 to FY18

P.O. 71619) to allow for the additional design of a reclaimed water main extension as part of the Michigan Avenue Force Main Extension project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$41,700
Account Number	421-4055-536.63-00, WS17MI
Account Name	Infrastructure
Source of Funds:	Operating Revenue
Change Order Amount	$41,700
Original Purchase Order	71619
Original P.O. Amount	$69,760
Total number of change orders to date	1
Total amount in change orders to date	41,700

PREVIOUS ACTION:

On March 28, 2017, City Council approved Task Order No. 2017-29 to allow for the design and permitting of the Michigan Avenue Force Main Extension Project (Project No. WS17MI) under the Continuing Services Agreement with Bussen-Mayer Engineering Group, Inc., under RFQ # Q-12-06-COC.

On July 11, 2017, City Council extended the Continuing Services Agreement through the life of completion of this project.

RECOMMENDED MOTION:

To Approve Amendment #1 to Task Order 2017-29 (Change Order #1 to FY18 P.O. 71619) with Bussen-Mayer Engineering Group, Inc. to allow for the Additional Design of a Reclaimed Water Main Extension as part of the Michigan Avenue Force Main Extension, Project No. WS17MI.

Bussen - Mayer Engineering Group, Inc.

July 6, 2018

Benjamin M. Hayner, P.E., Engineering Division Manager
City of Cocoa Utilities Department
351 Shearer Blvd
Cocoa, FL 32922
(Via E-Mail bhayner@cocoafl.org and US Mail)

RE: MICHIGAN AVENUE REUSE MAIN EXTENSION
(U.S. HIGHWAY NO. 1 TO UNIVERSITY LANE)
BUSSEN-MAYER PROJECT NUMBER: 379115A

Dear Mr. Hayner:

Pursuant to your request, Bussen-Mayer Engineering Group, Inc. (BMEG) is pleased to present this revised Change Order quote and proposal under our Continuing Consultant Contract with the City of Cocoa Utilities Department, for additional professional engineering and consulting services relating to the above referenced project. We understand that you wish to add extension of a reuse/reclaimed watermain along Michigan Avenue to the original Michigan Avenue forcemain extension project. This new reuse main would extend from approximately University Lane, eastward to a connection at the existing 12 inch reuse main located between the FEC railroad tracks and U.S. Highway #1. A 12 inch reuse main is contemplated, along with a direct bore 4 inch extension under Michigan Avenue at University Lane in order to provide looping of the system. The new reuse main would run parallel to the forcemain currently being designed and permitted from the original task order for this project. The reuse main and the forcemain would be located north of the north edge of pavement on Michigan Avenue.

This change order generally provides the engineering design and permitting services required for bidding and construction of the project. No additional soils analysis or existing utilities investigation is contemplated, since that work was completed for the forcemain. The only additional surveying services would involve limited topo south of Michigan Avenue at the University Lane intersection, to facilitate tie in of the new reuse main with the existing 4" line stub out at that location. Construction phase services are not included. It is assumed that the reuse main and the forcemain will be placed within the limits of the existing Michigan Avenue road right-of-way. Easement acquisition is not anticipated as a requirement.

A. SURVEYING SERVICES

1. We will complete additional topographic investigation on the south side of Michigan Avenue, at University Lane, including spot topo and above ground improvements location, to facilitate design of the reuse tie-in (4").

B. ENGINEERING SERVICES

1. We will prepare updated 60% Documents for review by the City's Utilities Department, to include the reuse main addition. These documents will include, at a minimum, the following information:

    a. Adjudicated review comments from the 30% submittal.
    b. Preliminary specifications
    c. 60% Drawings including preliminary cross-sections, plan and profile drawings, construction details and direct bore or bore and jack at the FECRR crossing.
    d. Updated cost estimate.

2. We will prepare 90% Documents for review by the City's Utilities Department. These documents shall provide sufficient detail for construction, including the following:

    a. Adjudicated 60% review comments.
    b. Permitting and Bidding schedule.
    c. Updated cost estimate.
    d. All required permit applications in draft form for City review and signature.
    e. Complete utility construction plans for final review.

3. We will prepare, submit and pursue approval of the following required construction permit applications;

    a. City of Cocoa Utilities Department approval.
    b. Brevard County Public Works Right-of-Way Use permit (if required)
    c. FDEP/NPDES Notice of Intent for Construction Discharge Permit
    d. FDOT Utility Connection Permit
    e. FECRR Utility Crossing Permit (Reuse)

4. We will prepare 100% design plans and specifications for bid. Along with the Bid Documents, the following items will be included:

    a. Adjudicated 90% review comments.
    b. Updated bid schedule and Final Cost Estimate.
    c. Final certified utility construction plans.

5. Permit Assistance -Permitting services will include responses to all Agency Requests for Additional Information (RAI) as required to obtain the permit. All permit application fees shall be paid by the Consultant.

We have prepared this proposal based on the following assumptions and conditions:

1. Bidding and construction phase services are not included. A separate proposal can be provided at the appropriate time for any required bidding and construction phase services.

2. Reuse or forcemain modeling and/or sizing calculations are not included. All line sizes to be provided by the City Utilities Program. Any required modeling for permitting purposes to be provided by the City's Wastewater Engineer.

3. Right-of-way and/or easement acquisition not included (not anticipated as a requirement).

4. Construction phasing is not included (not anticipated as a requirement).

5. Elevations to be based on NAVD 1988 datum; survey control to be based on NAD1983 datum (State Plane Coordinates).

6. Roadway realignment, structural design, and/or drainage system design is not included (not anticipated as a requirement).

7. Brevard County Inspection fees are not included.

8. Redesign of other existing utilities to address conflicts is not included.

9. ESTIMATED PROJECT SCHEDULE (UPDATED)
(NTP = Notice to Proceed)

a.	60%submittal	90 days from NTP
b.	90% submittal & permit applications	60 days from City response
c.	100% plans and bid documents	45 days from City response and receipt of permits

Our proposed lump sum fee for providing the above described services would be as follows:

A.	ENGINEERING SERVICES	$41,700.00

These fees are based on the estimated man-hour breakdown attached and our standard hourly rates, as itemized and reflected in Exhibit "A" attached.

Invoicing for this project will be in accordance with the following schedule:

INVOICE PROCEDURES AND PAYMENT: BUSSEN-MAYER ENGINEERING GROUP, INC. shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby BUSSEN-MAYER ENGINEERING GROUP, INC. will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.

It is hereby acknowledged that this TASK ORDER is an addendum to the master contract approved by the City of Cocoa on June 12, 2012 for engineering design, permitting and services

for construction of utility conveyance system upgrades and expansions, and as such, this TASK ORDER is subject to all conditions and stipulations contained in said contract.

Should you have any questions or comments regarding this proposal, please feel free to contact the undersigned. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above described services, please issue a work order number and Notice to Proceed for this project. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.

Sincerely,

BUSSEN-MAYER ENGINEERING GROUP, INC.



Joseph W. Mayer, P.E.
President

Cc: Kristoffer Smith, E.I., CCUD

Exhibit "A"

Man-Hour Breakdown-Basic Scope

MICHIGAN AVE/UNIVERSITY LANE REUSE EXTENSION

BMEG# 379115A

6/28/18

	Hours	Rate	Subtotal		
A. SURVEYING SERVICES					
1. Additional Topo					
Project Engineer	1.00	$ 135	$ 135		
Project Manager	1.00	$ 115	$ 115		
Surveyor	4.00	$ 105	$ 420		
2-Man Field Crew	14.00	$ 100	$ 1,400		
AutoCAD Technician	8.00	$ 70	$ 560		
			Subtotal	$ 2,630	
			ENGINEERING SERVICES TOTAL		**$ 2,630**
B. ENGINEERING SERVICES					
1. Preparation of 60% documents for review by Client.					
Project Engineer	6.00	$ 135	$ 810		
Project Manager	12.00	$ 115	$ 1,380		
Engineering Technician	36.00	$ 85	$ 3,060		
AutoCAD Technician	40.00	$ 70	$ 2,800		
Office Assistant	2.00	$ 45	$ 90		
			Subtotal	$ 8,140	
2. Preparation of 90% documents for review by Client.					
Project Engineer	6.00	$ 135	$ 810		
Project Manager	12.00	$ 115	$ 1,380		
Engineering Technician	24.00	$ 85	$ 2,040		
AutoCAD Technician	32.00	$ 70	$ 2,240		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$ 6,650	
3. Preparation, submit and pursue permit approvals.					
Project Engineer	4.00	$ 135	$ 540		
Project Manager	8.00	$ 115	$ 920		
Engineering Technician	10.00	$ 85	$ 850		
Office Assistant	10.00	$ 45	$ 450		
			Subtotal	$ 2,760	
4. Permit Application Fees (budget):					
Brevard County			$ 1,600		
FECRR			$ 14,500		
			Subtotal	$ 16,100	
5. Preparation of 100% design plans, specifications and bid documents.					
Project Engineer	8.00	$ 135	$ 1,080		
Project Manager	8.00	$ 115	$ 920		
Engineering Technician	8.00	$ 85	$ 680		
AutoCAD Technician	20.00	$ 70	$ 1,400		
Office Assistant	12.00	$ 45	$ 540		
			Subtotal	$ 4,620	
6. Reimbursables					
			Subtotal	$ 800	
			ENGINEERING SERVICES TOTAL		**$ 39,070**
			TASK ORDER SERVICES TOTAL		**$41,700**

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Legislation Details (With Text)

File #:	18-336	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/1/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve a Resolution Amending the FY2018 Budget to Reallocate Funds for the Purchase of Soda Ash, Starch, Chlorine and Cal Flo for the Dyal Water Treatment Plant; To Approve Change Order #1 to Purchase Order 71241 (Soda Ash), Change Order #1 to PO 71147 (Starch), Change Order #2 to PO 71239 (Chlorine), Change Order #2 to PO 71242 (Cal Flo), Change Order #2 to PO 71238 (Ferric Sulfate). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2018 BAF-Dyal-Transf Chem funds (8_14_18)~ Agenda 18-336.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 1, 2018
Agenda Date: August 14, 2018
Prepared By: Troy Howell, Chief Operator, Dyal WTP
Through: John A. Walsh, P.E. Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2018 Budget to Reallocate Funds for the Purchase of Soda Ash, Starch, Chlorine and Cal Flo for the Dyal Water Treatment Plant; To Approve Change Order #1 to Purchase Order 71241 (Soda Ash), Change Order #1 to PO 71147 (Starch), Change Order #2 to PO 71239 (Chlorine), Change Order #2 to PO 71242 (Cal Flo), Change Order #2 to PO 71238 (Ferric Sulfate)

BACKGROUND:

Each year, Staff estimates the use of Surface Water and Groundwater. If the estimated flows differ from actuals, the estimated chemical expenses will also vary. The variation in flows has left the following chemical line items underfunded; soda ash, starch, liquid chlorine and Cal Flo.

Due to the increase in use of the above mentioned chemicals, Staff is recommending to reallocate the unused funds from the Surface Water Ferric Sulfate PO (DYCH04) as well as some unencumbered monies in the chemical account to cover the expense. No increase of funds is required.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but requires new allocation
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$233,000
Account Number	421-4020-536.52-09
Account Name	Chemicals
Source of Funds:	421-4020-536.52-09, DYCH04 $100,000 421-4020-536.52-09, $133,000
Change Order Amount	$111,000
Original Purchase Order	71241
Original P.O. Amount	$580,715
Total number of change orders to date	1
Total amount in change orders to date	$111,000
Change Order Amount	$55,000
Original Purchase Order	71147
Original P.O. Amount	$141,414
Total number of change orders to date	1
Total amount in change orders to date	$55,000
Change Order Amount	$26,000
Original Purchase Order	71239
Original P.O. Amount	$100,050
Total number of change orders to date	2
Total amount in change orders to date	$25,130
Change Order Amount	$41,000
Original Purchase Order	71242
Original P.O. Amount	$114,100
Total number of change orders to date	2
Total amount in change orders to date	$19,000

PREVIOUS ACTION:

On September 26, 2017, City Council approved Bid B-18-03-COC with Tropichem Enterprises, for the purchase of Wisprofloc-N-Starch chemical.

On September 26, 2017, City Council approved the Second Amendment to Bid B-15-25-COC with Brenntag Mid-South, for the purchase of Liquid Chlorine chemical.

On September 26, 2017, City Council approved the Second Amendment to Bid B-15-25-COC with Tronox Alkali Wyoming Company, for the purchase of Soda Ash chemical.

On September 26, 2017, City Council approved a sole source purchase with Burnett Lime Company, for the purchase of Cal Flo chemical.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2018 Budget to Reallocate Funds for the Purchase of Soda Ash, Starch, Chlorine and Cal Flo for the Dyal Water Treatment Plant; To Approve Change Order #1 to Purchase Order 71241 (Soda Ash), Change Order #1 to PO 71147 (Starch), Change Order #2 to PO 71239 (Chlorine), Change Order #2 to PO 71242 (Cal Flo), Change order #2 to PO 71238 (Ferric Sulfate).

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RESOLUTION NO. 2018-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; and

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

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

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

SECTION 1. The 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 14th day of August, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 08/06/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 100,000)	421-4020-536.52-09	DYCH04	Chemicals (Ferric)	$ 540,670	$ 0	($ 100,000)	$ 0
($ 133,000)	421-4020-536.52-09		Chemicals	$ 3,132,883	$ 0	($ 133,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 233,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 111,000	421-4020-536.52-09	DYCH09	Chemicals (Soda Ash)	$ 580,715	$ 0	$ 111,000	$ 0
$ 55,000	421-4020-536.52-09	DYCH07	Chemicals (Wisprofloc)	$ 141,414	$ 0	$ 55,000	$ 0
$ 26,000	421-4020-536.52-09	DYCH08	Chemicals (Liq Chlorine)	$ 100,920	$ 0	$ 26,000	$ 0
$ 41,000	421-4020-536.52-09	DYCH10	Chemicals (Cal Flo)	$ 114,100	$ 0	$ 41,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 233,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Reallocation of various under used chemicals to increase funding for soda ash purchase for remainder of FY2018. Agenda ID #18-336, to go before City Council 8/14/2018.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/14/18 *RESOLUTION #:* 2018-058

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

8/6/18	Joyce Williams Digitally signed by Joyce Williams Date: 2018.08.06 10:29:36 -04'00'	8/6/18	Lora Howell Digitally signed by Lora Howell Date: 2018.08.06 13:24:04 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/6/18	John "Jack" Walsh Digitally signed by John "Jack" Walsh	8/6/18	Lora Howell Digitally signed by Lora Howell Date: 2018.08.06 13:24:19 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

Legislation Details (With Text)

File #:	18-345	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	8/3/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Accept Stantec's 2018 Revised Final Fiscal Year 2018-2019 Utility Revenue Sufficiency Analysis Update. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa - FY 2018-19 Utility RSA - Revised Final Report - 8-6-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2018
Agenda Date: August 14, 2018
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, CGFO, CGFM, Finance Director
Requested Action:

Accept Stantec's 2018 Revised Final Fiscal Year 2018-2019 Utility Revenue Sufficiency Analysis Update.

BACKGROUND:

The City Council adopted Resolution No. 2016-87, establishing water, sewer and reclaimed water charges and usage rates for the planning time period October 1, 2016 through October 1, 2025 based on a comprehensive rate study prepared by Burton & Associates, dated August 17, 2016. The Resolution requires a 5% annual rate adjustment effective each year beginning on October 1, 2017 subject to suspension or reduction by the City Council in conjunction with Council's periodic evaluation of the financial management plan of the City's Utility System.

A detailed Utility Revenue Sufficiency Study for Fiscal Years 2018-2019 was prepared by Stantec and presented to City Council for review and on July 24th, 2018 and City Council accepted the report.

During current Utility Bond discussions, City Staff requested Stantec clarify and update the Return on Investment (ROI) rate within the 2018/2019 Utility Revenue Sufficiency Analysis Update, to reflect the calculation methodology consistent within the new Master Bond Resolution. The ROI rate is used to calculate the transfer from the Utility Fund to the General Fund. Stantec was also requested to update the use of debt proceeds in Fiscal Year 2018 in the analysis. The attached report is the Revised Final Fiscal Year 2018/2019 Utility Revenue Sufficiency Analysis Update. The updated report

will be included within the City's Utility Bond documentation, as it is referenced within the Master Bond Resolution.

STRATEGIC PLAN CONNECTION:

Verifying that the Utilities operation is fiscal sustainable by analyzing, rates, revenues, and the need for future debt issuance, in which to fund future capital improvements to infrastructure.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

July 24, 2018 City Council accepted Stantec's Final 2018/2019 Utility Revenue Sufficiency Analysis Update.

RECOMMENDED MOTION:

Accept Stantec's 2018 Revised Final Fiscal Year 2018-2019 Utility Revenue Sufficiency Analysis Update..

City of Cocoa, FL

FY 2018-19 Utility Revenue Sufficiency Analysis Update

Revised Final Report

August 6, 2018



Au□u□t 6, 2018

Mr. John Titkanich, AICP
Cit□Mana□er
Cit□o□Cocoa
65 Stone Street
Cocoa, FL 32922

Re: FY 2018-19 □tilit□Re□enue Su□icienc□Anal□i□□□date - Re□i□ed Final Re□ort (Re□i□ion Date 8/6/18)

Dear Mr. Titkanich,

Stantec i□ □lea□ed to □re□ent thi□Re□i□ed Final Re□ort (Re□i□ion Date 8/6/18) o□ the FY 2018-19 □tilit□ Re□enue Su□icienc□ Anal□i□□□date (Stud□) that □a□conducted □or the Cit□o□Cocoa, FL (Cit□). We a□□reciate the □ro□e□ional a□□i□tance □ro□ided b□ □ou and all o□the member□ o□Cit□ □ta□□□ho □arici□ated in the □tud□.

I□□ou or other□ at the Cit□ ha□e an□ □ue□tion□, □lea□e do not he□itate to call u□ at (904) 247-0787 or email me at Michael.Burton□ □tantec.com. We a□□reciate the o□□ortunit□ to be o□□er□ice to the Cit□, and □e look □or□ard to the □o□□ibilit□o□ doin□ □o a□ain in the near □uture.

Sincerel□,

Michael Burton
Vice Pre□ident

Enclo□ure

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1. EXECUTIVE SUMMARY

1.1 INTRODUCTION

Thi□ E□ecuti□e Summar□ □re□ent□ an o□er□ie□ o□ the re□ult□ o□ the FY 2018-19 □tilit□ Re□enue Su□icienc□ Anal□i□ □□date (Stud□) that □a□ conducted □or the □ater and □e□er □□tem□ o□ the Cit□ o□ Cocoa (herea□ter re□erred to a□ the □Cit□□or □□tilit□) b□ Stantec Con□ultin□ Ser□ice□.

1.2 OBJECTIVES

The □rinci□al ob□ecti□e o□ the Stud□ i□ a□ □ollo□□:

> **Revenue Sufficiency Analysis** □ De□elo□ a multi-□ear □inancial □lan □or the Cit□□ □ater and □e□er □□tem□ that □ill determine the le□el o□ annual re□enue re□uired to □ati□□ □ro□ected annual o□eratin□, debt □er□ice, and ca□ital co□t re□uirement□ a□ □ell a□ the e□tabli□hment and maintenance o□ ade□uate re□er□e□. The □inancial □lan mu□t □u□□ort the □hort and lon□-term need□ o□ the utilitie□.

1.3 REVENUE SUFFICIENCY ANALYSIS AND RATE IMPACTS

A Re□enue Su□icienc□ Anal□i□ (RSA) □a□ conducted □or the □tilit□ a□ an u□date to the 10-□ear re□enue □u□icienc□ anal□i□ conducted in FY 2017 (FY 2017-18 Stud□). The RSA e□aluated the □u□icienc□ o□ the re□enue□ o□ the □tilit□ to meet all o□it□ current and □ro□ected □inancial re□uirement□ o□er a multi-□ear □ro□ection □eriod, and determined the le□el o□ rate re□enue increa□e□ nece□□ar□ in each □ear o□ the □ro□ection □eriod to □ro□ide □u□icient re□enue□ to □und all o□ the □tilit□□ re□enue re□uirement□.

The □roce□□ included a re□ie□ o□ the □tilit□□ hi□torical and bud□eted re□enue and e□□enditure data and a□□um□tion□ □u□□ortin□ the anal□i□, a□□ell a□ the e□aluation o□□e□eral alternati□e □cenario□ □or the □tilit□. Throu□h thi□ □roce□□, □e identi□ied the recommended □inancial mana□ement □lan□ and a□□ociated □lan□ o□ annual rate re□enue ad□u□tment□ re□uired to addre□□ the current and □ro□ected co□t re□uirement□ o□ the □tilit□. The recommended □lan i□ ba□ed u□on the re□enue and e□□en□e in□ormation, be□innin□ balance□, and a□□um□tion□ a□ de□cribed in Section 2 o□ thi□ re□ort. A□□endi□ A include□ detailed □chedule□ □re□entin□ all com□onent□ o□ the □inancial mana□ement □lan de□elo□ed □or the Water, Se□er, and Reclaimed Water □tilit□ Fund.

The recommended □i□e-□ear rate re□enue ad□u□tment □lan □or the □tilit□ i□ □re□ented in Table 1 belo□. Al□o included are the □ro□ection□ o□ a re□re□entati□e re□idential bill □or a hou□ehold □ith monthl□ □ater con□um□tion a□era□in□ 5,000 □allon□ □er month, □olumetric billin□ □or □e□er □er□ice o□ 5,000 □allon□ □er month, and □or reclaimed □ater □er□ice o□ 15,000 □allon□ □er month.

Table 1

5-Year Rate Plan	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Water Rate Adjustment	5.0□	5.0□	5.0□	5.0□	5.0□
Water Bill (5,000 gals)	□31.96	□33.54	□35.21	□36.97	□38.83
Sewer Rate Adjustment	5.0□	5.0□	5.0□	5.0□	5.0□
Sewer Bill (5,000 gals)	□50.98	□53.54	□56.23	□59.06	□62.04
Reclaimed Rate Adjustment	5.0□	5.0□	5.0□	5.0□	5.0□
Reclaimed Bill (15,000 gals)	□9.19	□9.65	□10.13	□10.64	□11.17

A□ can be □een in Table 1 the □tilit□ re□uire□ annual 5.0□ rate inde□in□ ad□u□tment□ in order to □roduce □u□icient re□enue□ to meet it□ on□oin□ ca□ital, o□eratin□, debt □er□ice, and re□er□e re□uirement□ o□er a multi-□ear □ro□ection □eriod. The rate ad□u□tment□ identi□ied □or the □tilit□are nece□□ar□to □und the □tilit□□ re□enue re□uirement□, includin□ the ca□ital im□ro□ement □ro□ram □lanned □or FY 2019 □FY 2023, totalin□ a□□ro□imatel□□□68.6 million.

2. REVENUE SUFFICIENCY ANALYSIS

2.1 DESCRIPTION

Thi□ □ection □re□ent□ the □inancial mana□ement □lan and corre□□ondin□ □lan o□□ater and □e□er rate ad□u□tment□de□elo□ed in the re□enue □u□icienc□anal□□i□(RSA). The □ollo□in□ □ub-□ection□o□the re□ort □re□ent a de□cri□tion o□the □ource data, a□□um□tion□, and re□ult□o□the RSA, □hile A□□endi□A include□ detailed □u□□ortin□ □chedule□ □or the □tilit□ □inancial mana□ement □lan identi□ied herein.

Durin□ the RSA, Stantec re□ie□ed alternati□e multi-□ear □inancial mana□ement □lan□ and corre□□ondin□ □ater and □e□er rate re□enue ad□u□tment □lan□ throu□h □e□eral interacti□e □ork □e□□ion□ □ith Cit□ □ta□. Durin□ the□e □ork □e□□ion□, □e e□amined the im□act o□□ariou□ in□ut□ or a□□um□tion□u□on ke□ □inancial indicator□ b□ u□e o□ tabular and □ra□hical out□ut and e□ten□i□e re□ie□ o□ in□ut□, a□□um□tion□, and relation□hi□□ bet□een ke□ □ariable□. In thi□ □a□, □e de□elo□ed the recommended □inancial mana□ement □lan and corre□□ondin□ □lan o□annual □ater and □e□er rate re□enue ad□u□tment□ □re□ented in thi□ re□ort that □ill allo□ the □tilit□to □und it□co□t re□uirement□throu□hout the □ro□ection □eriod and meet it□ □inancial □er□ormance □oal□ and ob□ecti□e□.

We obtained the Cit□□□hi□torical and bud□eted □inancial in□ormation re□ardin□ the o□eration o□it□□ater and □e□er □□□tem□, a□ □ell a□ hi□torical cu□tomer count□ and □olume data b□ cla□□ o□cu□tomer. We al□o obtained the Cit□□□multi-□ear ca□ital im□ro□ement □ro□ram (CIP), and documented the Cit□□□current debt □er□ice obli□ation□ and co□enant□, or □romi□e□ made to lender□, relati□e to net income co□era□e re□uirement□, re□er□e□, etc. We al□o coun□eled □ith Cit□ □ta□□re□ardin□ other a□□um□tion□ and □olicie□ that □ould a□ect the □inancial □er□ormance o□ the □tilit□, □uch a□ trend□ in demand□, □lanned de□elo□ment□/cu□tomer □ro□th, debt co□era□e le□el□, le□el o□re□er□e□, ca□ital □undin□ □ource□, earnin□□ on in□e□ted □und□, e□calation rate□ □or o□eratin□ co□t□, and other□.

All o□thi□ in□ormation □a□ entered into the □inancial module o□our Financial Anal□□i□ and Mana□ement S□□tem (FAMS-□L□) interacti□e modelin□ □□□tem. Thi□ module o□ FAMS-□L□ □roduced a 10-□ear □ro□ection o□the □u□icienc□o□the re□enue □ro□ided b□the current rate□o□the □□□tem to meet current and □ro□ected □inancial re□uirement□, and determined the le□el o□rate re□enue increa□e□ nece□□ar□ in each □ear o□the □ro□ection □eriod to □ati□□□the □□□tem□□annual □inancial re□uirement□.

The re□enue □u□icienc□ and □inancial □lannin□ module o□FAMS-□L□ uti□i□e□ all □ro□ected a□ailable □und□ in each □ear o□the □ro□ection □eriod to □a□ □or ca□ital □ro□ect□. The model i□ □et u□ to re□lect the rule□ o□ ca□h a□□lication a□ de□ined and a□□lied b□ Cit□ □ta□□, and it □roduce□ a detailed □ummar□ o□the □undin□ □ource□ to be u□ed □or each □ro□ect in the CIP. To the e□tent that current re□enue□ and unre□tricted re□er□e□ are not ade□uate to □und all ca□ital □ro□ect□ in an□□ear o□the □ro□ection □eriod, the model identi□ie□ a borro□in□ re□uirement to □und tho□e □ro□ect□, or □ortion□ thereo□that are determined to be eli□ible □or borro□in□. In thi□ □a□ the FAMS-□L□ model i□ u□ed to de□elo□ a borro□in□ □ro□ram that include□ the re□uired borro□in□ amount b□□ear and the re□ultant annual debt □er□ice re□uirement□ □or each □ear in the □ro□ection □eriod.

2.2 BACKGROUND

In FY 2010, the Cit□ initiall□ retained the □er□ice□ o□Burton □ A□□ociate□ (no□ Stantec) to conduct a com□rehen□i□e rate □tud□ that included an e□aluation o□the ade□uac□ o□the re□enue □ro□ided b□ the □tilit□□□ then current rate□ and char□e□ to meet it□ □inancial re□uirement□ o□er a □i□e-□ear □lannin□ □eriod and ten-□ear □ro□ection □eriod. The □tud□ al□o identi□ied □lan□o□annual □ater, □e□er, and reclaimed □ater rate re□enue ad□u□tment□ nece□□ar□ to □ati□□ □uch re□uirement□. A□ □art o□ it□ on□oin□ □inancial mana□ement □lan, the Cit□ ha□ retained the □er□ice□ o□Stantec on an annual ba□i□ to u□date the □ater, □e□er, and reclaimed □ater ten-□ear re□enue □u□icienc□ anal□□e□, and to identi□□ □hether an□ modi□ication□ □ere nece□□ar□ to the a□□ro□ed □lan o□annual rate re□enue ad□u□tment□.

The FY 2017-18 Stud□ concluded that a □lan o□annual 4.00□ □ater, □e□er, and reclaimed □ater rate ad□u□tment□ □ould be □u□icient to □und all o□the □tilit□□□ □inancial re□uirement□ throu□h FY 2027.

A□ □art o□the annual □inancial mana□ement o□the □tilit□, the Cit□ ha□ a□ain retained the □er□ice□ o□Stantec to re□ie□ and □otentiall□ ad□u□t the □lan o□annual rate re□enue ad□u□tment□ □or FY 2019 and □ub□e□uent □ear□ ba□ed u□on an u□date o□the FY 2017-18 Stud□.

2.3 SOURCE DATA

The □ollo□in□ □re□ent□ the ke□ □ource data relied u□on in conductin□ the RSA:

2.3.1 Beginning Fund Balances

Cit□ □ta□□ □ro□ided the audited □inancial in□ormation u□ed to e□tabli□h the be□innin□ FY 2018 □und balance□ □or the □tilit□ a□ o□Se□tember 30, 2017. The □und balance□ utili□e a trial balance □ork□heet □ro□ed Cit□ □ta□, in combination □ith the 2017 Com□rehen□i□e Annual Financial Re□ort (CAFR). An□ □und□ re□er□ed or encumbered □or □□eci□ic ca□ital □ro□ect□ □ere included in the be□innin□ □und balance□, □hile the a□□ociated ca□ital □ro□ect co□t□ □ere included in the CIP.

2.3.2 Revenues

The re□enue□ utili□ed in the RSA re□lect an e□aluation o□hi□torical re□ult□, the FY 2018 Amended Bud□et, and the FY 2019 Pro□o□ed Bud□et. The □tilit□□□ re□enue□ con□i□t o□rate re□enue, im□act □ee□, h□drant □ee□, ca□ital contribution□, intere□t income, and other minor re□enue □rom mi□cellaneou□ □er□ice char□e□.

Rate re□enue i□ ba□ed u□on the FY 2018 amended bud□et a□ □ro□ided b□ the Cit□. Rate re□enue i□ ad□u□ted annuall□, be□innin□ in FY 2019, to re□lect a□□umed rate ad□u□tment□, cu□tomer □ro□th and chan□e□ in demand. Pro□ection□ o□all other re□enue□ are ba□ed u□on the amount□ □ithin the FY 2019 Pro□o□ed Bud□et, e□cludin□ intere□t income (□hich □a□calculated annuall□ba□ed u□on □ro□ected a□era□e □und balance□ and a□□umed intere□t rate□), and re□enue □rom im□act □ee□ (□hich i□ calculated ba□ed on the a□□umed □ro□th in ne□ account□ and □ro□ected □ee□).

2.3.3 Operating Expenditures

The FY 2018 and FY 2019 re□enue re□uirement□ □ere ba□ed u□on the FY 2018 Amended Bud□et and the FY 2019 Pro□o□ed Bud□et, re□□ecti□el□, and include all o□eration□ and maintenance (O□M) e□□en□e□, debt □er□ice re□uirement□, tran□er□out, and minor ca□ital outla□re□uirement□. Each □ear therea□ter, O□M e□□en□e□ and minor ca□ital outla□□ □ere □ro□ected ba□ed u□on the FY 2019 Pro□o□ed Bud□et, ad□u□ted b□ a□□umed co□t e□calation □actor□ □or indi□idual e□□en□e cate□orie□ and annual □□endin□ a□□um□tion□. Ba□ed u□on a re□ie□ o□hi□torical e□ecution o□actual co□t□ □□ bud□eted co□t□, □e ha□e a□□lied a 95□ bud□et e□ecution rate to Per□onnel co□t□, and 100□ e□ecution to all other o□eratin□ co□t□. The co□t e□calation □actor□ and □□endin□ a□□um□tion□ are re□lected in detail in A□□endi□ A o□thi□ re□ort.

2.3.4 Debt Service

The annual re□a□ment□ □or all out□tandin□ □hared debt □or the □tilit□ □ere ba□ed u□on the □□eci□ic amorti□ation □chedule□ □or each out□tandin□ i□□uance, a□□ro□ided b□ Cit□ □ta□. An□additional borro□in□ identi□ied b□the model durin□ the □ro□ection □eriod i□calculated ba□ed on the a□□umed debt □er□ice term□ included herein.

2.3.5 Capital Improvement Program

Cit□ □ta□ □ro□ided the 5-□ear Ca□ital Im□ro□ement Pro□ram (CIP) in □ro□ect-le□el detail □rom FY 2019 throu□h FY 2023. Be□innin□ in FY 2020, the RSA include□ an annual co□t in□lation □actor o□3.0□, (ba□ed u□on recent increa□e□ ob□er□ed in the En□ineerin□ Ne□□ Record - Con□truction Co□t Inde□), to account □or the in□lation in the □uture co□t o□con□truction.

Be□innin□ in FY 2024, a 5-□ear rollin□ a□era□e o□the □re□iou□ □lanned ca□ital im□ro□ement □ro□ect co□t□ □a□u□ed to □ro□ect the □tilit□□□ ca□ital □□endin□ throu□hout the remainder o□the □ro□ection □eriod.

In total, the CIP (includin□ in□lation) □rom FY 2018 □ FY 2028 i□ a□□ro□imatel□ □□144.5 million □or the □tilit□. A li□t o□□ro□ect□ and co□t□ b□ □ear □or the □tilit□i□ included in A□□endi□ A o□thi□ re□ort.

2.4 ASSUMPTIONS

The □ollo□in□ □re□ent□ the ke□ a□□um□tion□ utili□ed in the RSA.

2.4.1 Cost Escalation

Annual co□t e□calation □actor□ □or the □ariou□ t□□e□ o□ o□eratin□ e□□en□e□ □ere de□elo□ed ba□ed u□on a re□ie□ o□hi□torical trend□, our indu□tr□ e□□erience, and detailed di□cu□ion□ □ith Cit□ □ta□. The □□eci□ic e□calation □actor□ a□□umed □or the □ariou□ cate□orie□ o□ e□□en□e□ □or the □tilit□ can be □een in A□□endi□ A o□thi□ re□ort.

Intere□t Income throu□hout the □ro□ection □eriod i□calculated annuall□ ba□ed u□on □ro□ected a□era□e □und balance□ and a□□umed intere□t rate□. The a□□umed intere□t rate□ are 0.75□ in FY 2018, 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 2.5□ in FY 2025 throu□h FY 2028.

2.4.2 Customer Growth & Volume Forecast

Ne□ connection and □ater/□e□er □ale□ □ro□th □ro□ection□ □ere ba□ed u□on a re□ie□ o□multi□le □ear□ o□ hi□torical data and di□cu□□ion□ □ith Cit□ □ta□□ □ith re□ard□ to the e□□ected number o□ ne□ □er□ice connection□ to the □tilit□. The cu□tomer □ro□th □ro□ection□ o□the □ater □□tem are 1,100 e□ui□alent re□idential unit□ (ER□□) in FY 2019, and 1,200 ER□□ in FY 2020 and each □ear thereafter. The □ro□th □ro□ection□ o□the □e□er □□tem are 95 ER□□ in FY 2019, and 104 in FY 2020 and each □ear thereafter. The □ro□th □ro□ection□ o□the reclaimed □ater □□tem are 25 ER□□ in FY 2019, and 27 in FY 2020 and each □ear thereafter. Thi□ a□□umed □ro□th □chedule re□re□ent□ annual □ater, □e□er, and reclaimed □ater □ro□th rate□ ran□in□ □rom 1.07□ to 1.20□.

Re□ardin□ chan□e□ in billed □ater and □e□er demand□, FY 2019 re□lect□ a 5.18□ decrea□e in □ater and □e□er con□um□tion □er ER□ (ba□ed u□on the e□tra□olation o□ i□e month□ o□actual re□enue data and di□cu□□ion□ □ith □ta□). Each □ear thereafter, it i□ a□□umed that billed □ater and billed □e□er □ill ha□e a 0.50□ decrea□e in a□era□e u□a□e □er ER□ each □ear, □hile reclaimed □ater u□a□e□ □er account are a□□umed to increa□e □ith ER□ □ro□th.

2.4.3 Minimum Reserve Policy

Be□innin□ in FY 2018. the minimum tar□et balance □or unre□tricted re□er□e a□□umed □or the □tilit□i□e□ual to 4 month□ o□annual O□M e□□en□e□. Ho□e□er, it i□ the Cit□□□ □oal to achie□e a 6-month re□er□e tar□et b□ FY 2021, and a□ □uch thi□ anal□□i□ tar□et□ an increa□e to the 6-month tar□et b□ that time. Ab□ent a detailed multi-□ear hi□torical □tud□ o□ monthl□ ca□h □lo□□ and an anal□□i□ o□the a□in□ o□account□ recei□able, there are □ariou□ indu□tr□ □uideline□ and □ractice□ a□ailable to determine an a□□ro□riate tar□et re□er□e. Per an anal□□i□ conducted b□ the Rate□ and Char□e□ Committee o□the American Water Work□ A□□ociation (AWWA), a □rudent le□el o□minimum unre□tricted re□er□e□ i□ an amount e□ual to at lea□t 2 month□ o□o□eration□ and maintenance e□□en□e□. Thi□ i□ al□o con□i□tent □ith our indu□tr□ e□□erience, in □hich □ater utilitie□ □enerall□ tar□et minimum re□er□e□ in the ran□e o□2 to 6 month□ o□O□M e□□en□e□.

2.4.4 Future Borrowing & Capital Funding

It i□ antici□ated that the □tilit□□ □ill need to i□□ue ne□ debt durin□ the □ro□ection □eriod to a□□i□t in the □undin□ o□the CIP. Thi□ anal□□i□ a□□umed that re□enue bond□ □ould be utili□ed □ith 30-□ear term□ at an intere□t rate o□5.0□. The Cit□ i□ currentl□ in the □roce□□ o□i□□uin□ re□enue bond□ to □und ca□ital im□ro□ement □ro□ect□ □or FY 2018 - 2020. The model i□ currentl□ a□□umin□ the debt □er□ice ba□ed on the □re□iou□l□ mentioned term□. Additional bond □roceed□ are al□o antici□ated to be needed in FY 2021 and FY 2024. Thi□ anal□□i□ a□□umed that the □tilit□□ □ould need to ac□uire additional □undin□ o□□66.3 million o□er the 10-□ear □ro□ection □eriod to □und the □ro□ect□ identi□ied in the ca□ital im□ro□ement □ro□ram. A□□endi□ A □re□ent□ a □ummar□ o□the ca□ital □undin□ □lan includin□ □ource□ and u□e□ b□ □ear □or ma□or ca□ital □ro□ect□.

2.4.5 Debt Service and Coverage

One o□the mo□t im□ortant co□enant□the Cit□make□relati□e to the i□□uance o□debt i□that it□annual net re□enue□(re□enue□le□□ o□eratin□ e□□en□e□) □ill be at lea□t 1.25 time□ □reater than it□ □enior lien debt □er□ice re□uirement□. It i□im□ortant to note that the□e re□enue co□enant□(o□ten re□erred to a□debt □er□ice co□era□e re□uirement□) re□re□ent the Cit□□ minimum re□uirement□ e□tabli□hed in the Cit□□ bond co□enant□. Should the Cit□be unable to meet the□e re□uirement□, it could be □ound in technical de□ault. Thi□□ould re□ult in the Cit□□acin□a □otential do□n□rade in it□credit ratin□, □hich □ould a□ect the intere□t rate and term□o□an□ □uture □inancin□ initiati□e□. A□ a □olic□ deci□ion, utilitie□ o□ten mea□ure re□enue □u□icienc□and □et rate□ba□ed u□on a hi□her debt □er□ice co□era□e le□el □o a□to en□ure com□liance □ith the□e t□□e o□co□enant□in the e□ent □uture □ro□ection□o□re□enue and e□□en□e□do not occur a□ □redicted (due to e□tended drou□ht condition□, unantici□ated ca□ital re□uirement□ or o□eratin□ co□t increa□e□, natural di□a□ter□, etc.). For □ur□o□e□o□our anal□i□ □e ha□e a□□umed that that Cit□ □ill maintain debt □er□ice co□era□e o□at lea□t 2.0. Thi□le□el o□debt co□era□e i□t□□ical □ithin the utilit□indu□tr□and □ill hel□ to en□ure □ater and □e□er re□enue□are ke□t at a le□el that □ati□□ the Cit□□ bond co□enant□.

2.5 CONCLUSIONS

A□□re□iou□l□□tated, the □rimar□ob□ecti□e o□the Stud□□a□to u□date the FY 2017-18 Stud□and □eri□□, or ad□u□t a□nece□□ar□, the □lan o□4.00□ annual □ater, □e□er, and reclaimed □ater rate ad□u□tment□. □□on u□datin□ the RSA □ith the data and a□□um□tion□detailed in thi□re□ort, the 4.00□ annual ad□u□tment□to □ater, □e□er, and reclaimed □ater rate□□ere not □ound to be □u□icient to □und all o□the □tilit□□o□eratin□ and ca□ital re□uirement□ □hile maintainin□ ade□uate debt □er□ice co□era□e and □orkin□ ca□ital re□er□e□ throu□hout the □ro□ection □eriod.

Thi□ Stud□ conclude□ that 5.00□ annual ad□u□tment□in □ater, □e□er, and reclaimed □ater rate re□enue □ill □enerate □u□icient re□enue □or the □tilit□ to □ati□□ it□ o□eratin□ and ca□ital re□uirement□, □hile maintainin□ □tron□ debt □er□ice co□era□e and o□eratin□ re□er□e le□el□. Con□e□uentl□, □e recommend ad□u□tin□ the current 4.00□ annual ad□u□tment □lan u□ to 5.00□ annual □ater, □e□er and reclaimed □ater rate ad□u□tment□be□innin□ in FY 2019 and continuin□ throu□hout the □ro□ection □eriod.

It i□ im□ortant to note that the 10-□ear a□era□e annual chan□e in the □S CPI □ Water □ Se□era□e Maintenance Serie□ha□been a□□ro□imatel□5.6□, □hich i□in e□ce□□o□the identi□ied □lan o□annual □ater, □e□er, and reclaimed □ater rate re□enue ad□u□tment□. The □S CPI □ Water □ Se□era□e Maintenance Serie□i□a □eci□ic item cate□or□o□the more than 200 item cate□orie□that make u□ the Con□umer Price Inde□(CPI) □tructure and i□o□□articular rele□ance to □ater and □e□er utilitie□a□it □er□e□a□a mea□ure o□ the true chan□e in the co□t o□□ater and □e□er □er□ice to urban con□umer□.

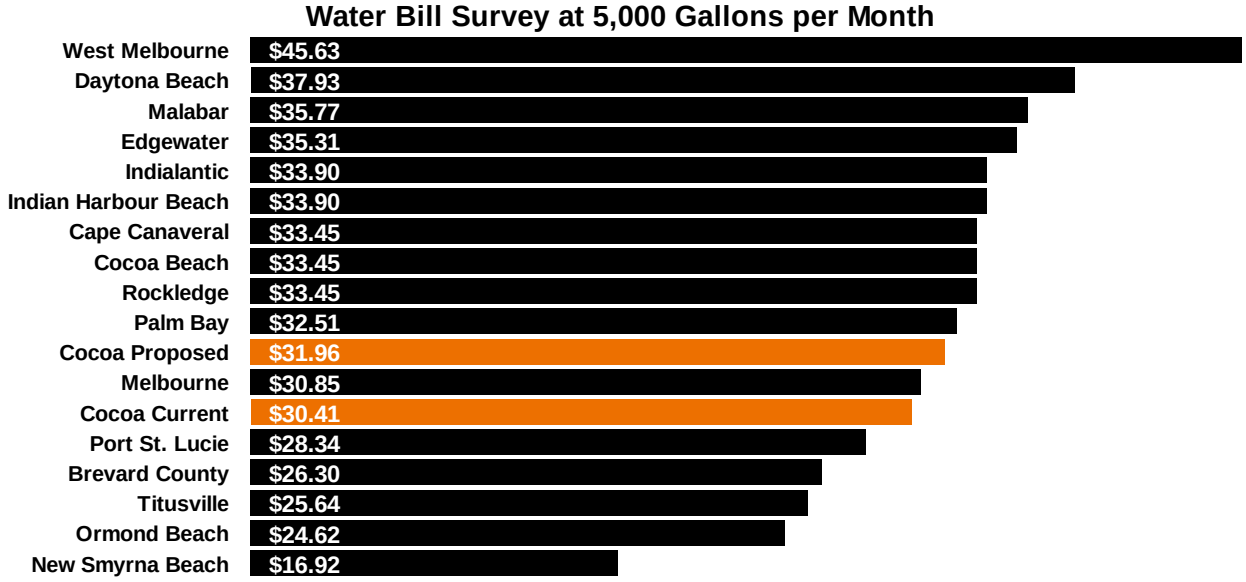
2.6 RECOMMENDATIONS

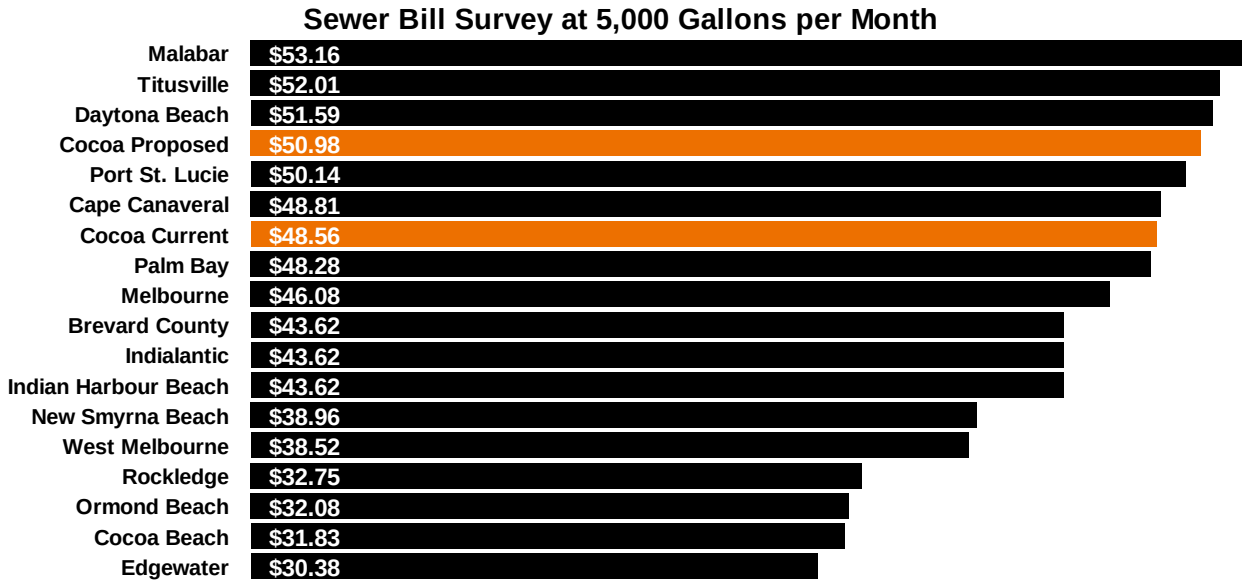
Ba□ed u□on the anal□i□ □re□ented herein and the re□ult□ □re□ented in the □rior □ection, □e ha□e reached the □ollo□in□ recommendation□:

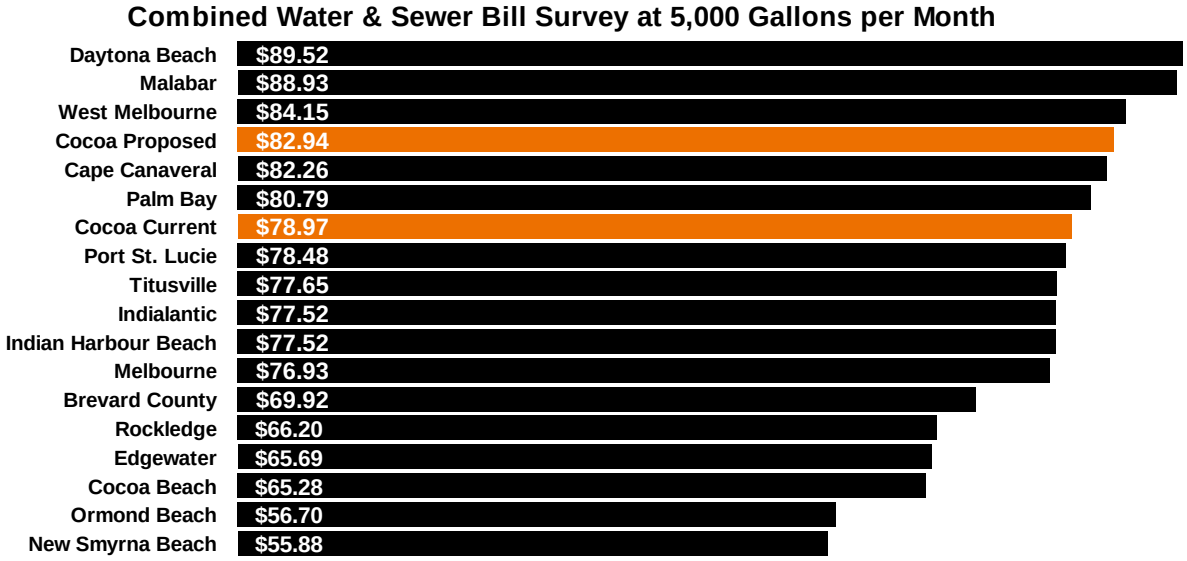
- The a□□ro□ed □lan o□4.00□ annual □ater, □e□er, and reclaimed □ater rate ad□u□tment□ i□ not □u□icient to meet the □tilit□□□ on□oin□ o□eratin□ e□□enditure re□uirement□, to □und rene□al and re□lacement o□ it□ in□ra□tructure, and to meet □tated re□er□e and debt □er□ice co□era□e tar□et□/□arameter□.
- Ba□ed u□on the anal□i□□re□ented herein, □e recommend that the Cit□im□lement a □lan o□5.00□ □ater, □e□er, and reclaimed □ater rate re□enue increa□e□, e□ecti□e October 1, 2018, and annuall□ on October 1 throu□hout the re□t o□the □ro□ection □eriod, throu□h FY 2028.
- Con□i□tent □ith the direction □ro□ided b□the Cit□Council, the Cit□□hould continue to u□date and re□ie□ thi□anal□i□on an annual ba□i□to e□aluate the ade□uac□o□it□re□enue□and □lan o□annual □ater, □e□er, and reclaimed □ater rate increa□e□. Doin□ □o □ill allo□ □or the incor□oration o□ u□dated re□enue and e□□en□e in□ormation (includin□ ca□ital im□ro□ement re□uirement□) a□□ell a□ chan□e□in economic condition□, □ater con□um□tion, re□ulator□re□uirement□, and other □actor□□o that an□nece□□ar□ad□u□tment□can be made to the □inancial mana□ement □lan □re□ented herein. Thi□ □ill allo□ the □tilit□ to meet it□ □inancial and o□eratin□ re□uirement□ durin□ the □ro□ection □eriod and minimi□e rate im□act□ to cu□tomer□ due to □uture e□ent□ occurrin□ di□erentl□ than currentl□□□ro□ected.

2.6.1 Bill Comparison Survey

To □ro□ide □er□□ecti□e on ho□ the calculated □ater and □e□er bill□ □or the Cit□o□Cocoa com□are □ith nei□hborin□communitie□, a bill com□ari□on □ur□e□□a□de□elo□ed. The □ra□h□on the □ollo□in□ □a□e □ho□ a com□ari□on o□the Cit□□□re□idential monthl□bill □ith tho□e o□nei□hborin□ utilitie□.







It i□ im□ortant to note that □hile bill com□ari□on□ can be in□ormati□e, there are a number o□□actor□ that determine □ater and □e□er rate□ □ithin a communit□. Factor□ □uch a□ le□el o□□□□tem rein□e□tment, □u□□ort □rom the □eneral □und or other □ource□ and rate □tructure □ill all ha□e a □i□ni□icant in□luence on the bill□ and mu□t be taken into account. There□ore, bill com□ari□on□ □hould be taken a□ one data □oint □or con□ideration, but the need□ o□ each communit□ are uni□ue and the rate□ ma□ be ba□ed on di□□erent □ariable□.

Disclaimer

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APPENDIX A

Schedule 1 A□□um□tion□

Schedule 2 Be□innin□ Balance□

Schedule 3 Ca□ital Im□ro□ement Pro□ram

Schedule 4 Pro□ection o□Ca□h In□lo□□

Schedule 5 Pro□ection o□Ca□h Out□lo□□

Schedule 6 Co□t E□calation Factor□

Schedule 7 FAMS-□L Control Panel

Schedule 8 Foreca□t o□Net Re□enue□and Debt Ser□ice Co□era□e

Schedule 9 Ca□ital Pro□ect□Fundin□ Summar□

Schedule 10 Senior-Lien Lon□-Term Borro□in□

Schedule 11 SRF Lon□-Term Borro□in□

Schedule 12 Detailed Fundin□

Schedule 1 - Assumptions

FY 2018 Water & Sewer Revenue Sufficiency Analysis

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Water Growth:											
Number o□ER□□	98,798	99,898	101,098	102,298	103,498	104,698	105,898	107,098	108,298	109,498	110,698
Gro□th	N/A	1,100	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Percent Change in ERUs	*N/A*	*1.11%*	*1.20%*	*1.19%*	*1.17%*	*1.16%*	*1.15%*	*1.13%*	*1.12%*	*1.11%*	*1.10%*
Percent Change in Usage per ERU	*N/A*	*-5.18%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*
Percent Paying Capital Charges	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*
Wastewater Growth:											
Number o□ER□□	8,916	9,011	9,115	9,219	9,323	9,427	9,530	9,634	9,738	9,842	9,946
Gro□th	N/A	95	104	104	104	104	104	104	104	104	104
Percent Change in ERUs	*N/A*	*1.07%*	*1.15%*	*1.14%*	*1.13%*	*1.11%*	*1.10%*	*1.09%*	*1.08%*	*1.07%*	*1.06%*
Percent Change in Usage per ERU	*N/A*	*-5.18%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*
Percent Paying Capital Charges	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*
Reuse Growth:											
Number o□ER□□	2,209	2,234	2,260	2,287	2,314	2,341	2,368	2,395	2,422	2,448	2,475
Gro□th	N/A	25	27	27	27	27	27	27	27	27	27
Percent Change in ERUs	*N/A*	*1.11%*	*1.20%*	*1.19%*	*1.17%*	*1.16%*	*1.15%*	*1.13%*	*1.12%*	*1.11%*	*1.10%*
Percent Change in Usage per ERU	*N/A*	*1.07%*	*1.15%*	*1.14%*	*1.13%*	*1.11%*	*1.10%*	*1.09%*	*1.08%*	*1.07%*	*1.06%*
Percent Paying Capital Charges	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*
Price Elasticity Coefficient:	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Impact Fees:											
Water	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750
Wa□te□ater	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250
Water With Reu□e	$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 Balance□:	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	2.50%	2.50%	2.50%
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%
CIP	100%	45%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Annual CIP Cost Escalation:	N/A	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Operating Budget Reserve:											
Target (Number of Months of Reserve)	4.0	4.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0

Schedule 2 - Beginning Balances

FY 2018 Water & Sewer Revenue Sufficiency Analysis

		Revenue Fund	Debt Service Reserve	Renewal & Replacement
CURRENT UNRESTRICTED ASSETS				
Cash, Cash Equivalent And Investmet Balance From Trial Balance	$	13,074,400	-	3,119,657
Accounts Receivable, Net		7,843,815	-	-
Accounts Receivable Earned, But Not Billed		4,370,147	-	-
Interest Receivable		100,138	-	-
Due From Other Governments		155,364	-	-
Inventory		958,100	-	-
Overfunded Pension Costs		9,325	-	-
Prepaid Items		93,503	-	-
Bond Sinking Funds:		-	7,607,815	-
Restricted For Required "Debt Reserve"		-	6,820,137	-
S.R.L. Debt Service:		-	1,744,903	-
TOTAL CURRENT ASSETS	**$**	**26,604,792**	**16,172,854**	**3,119,657**
CURRENT LIABILITIES				
Payable From Current Assets:				
Accounts and Claims Payable	$	(4,420,352)	-	-
Contracts Payable		(5,313,580)	-	-
Retainage Payable		(667,666)	-	-
Accrued Payroll and Related Liabilities		(173,846)	-	-
Compensated Assets		(224,724)	-	-
Due to Other Governments		(2,718,684)	-	-
Payable From Restricted Assets:				
Accrued Interest	$	(173,435)	-	-
Inventory		(958,100)	-	-
Overfunded Pension Costs		(9,325)	-	-
Prepaid Items		(93,503)	-	-
Senior Lien Debt Service due on 10/1/17		-	(5,559,832)	-
SRL Due on 10/1/17		-	(1,254,740)	-
CALCULATED FUND BALANCE (ASSETS - LIABILITIES)	**$**	**11,851,577**	**9,358,282**	**3,119,657**
Plus/(Less): Realloc of Cash between Unrest & Rest - Excess Funds	$	2,993,924	(2,993,924)	-
NET AVAILABLE FUND BALANCE	**$**	**14,845,501**	**6,364,358**	**3,119,657**
TOTAL AVAILABLE FUNDS				**$ 24,329,516**

Note: Cash and Cash Equivalents are determined from trial balance worksheets prepared by city staff as of 9/30/17. The trial balance worksheets are utilized to separate Cash and Investment balances identified in the CAFR to the various dedicated uses of those funds. By utilizing the exact trial balances, we are able to identify available working capital reserves for cash flows as compared to the accounting based balances in the CAFR. The funds identified in the trial balances include: Bond Sinking Funds, Debt Service Reserve, S.R.L. Debt Service, Renewal & Replacement, Off-site Improvement Reserve, South Mainland Reserve, Viera Reserve, D.E.R Obligation, Restricted Cash, and Unrestricted Cash. In lieu of the CAFR Cash and Investment balances, we utilize trial balances as follows: 1) the Unrestricted Cash balance is utilized in the Revenue Fund; 2) Bond Sinking, Debt Service Reserve, and S.R.L. Debt Service are included in the Debt Service Reserve fund; 3) the Renewal & Replacement balance is utilized in the Renewal & Replacement Fund.

	DESCRIPTION	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	Automatic Transfer Switch (ATS) Replacement at the TCR Pump Station (carry forward)	$ -	506,413	-	-	-	-	-	-	-	-	-
2	Backhoe	-	93,000	-	-	-	-	-	-	-	-	-
3	Drinking Water System E&IC Reliability and Automation Improvements	-	250,000	250,000	250,000	250,000	250,000	-	-	-	-	-
4	Dyal Groundwater Clearwell Transfer Pump Control System Upgrade (carry forward)	-	-	-	-	-	-	-	-	-	-	-
5	Dyal Groundwater WTP Reactor Clarifier No. 1 Pipeline Replacement - Construction	-	330,000	-	-	-	-	-	-	-	-	-
6	Dyal WTP Package System Programmable Logic Controller Upgrade - Belt Filter Press	-	160,000	-	-	-	-	-	-	-	-	-
7	Dyal WTP SCADA server, OS and Server Software Upgrade	-	-	-	-	170,000	-	-	-	-	-	-
8	Fork Lift	-	35,000	-	-	-	-	-	-	-	-	-
9	Lawn Truck	-	45,000	-	-	-	-	-	-	-	-	-
10	Replacement of vehicle #121 (2005 Ford F250 UTILITY)	-	33,600	-	-	-	-	-	-	-	-	-
11	Replacement of vehicle #23 (2009 Ford F250 UTILITY)	-	32,500	-	-	-	-	-	-	-	-	-
12	Replacement of vehicle #3 (2004 Ford F250 UTILITY)	-	33,600	-	-	-	-	-	-	-	-	-
13	Tractor	-	40,000	-	-	-	-	-	-	-	-	-
14	Vacuum Trailer	-	55,000	-	-	-	-	-	-	-	-	-
15	WS-19 Raw Water Well Rehabilitation	-	250,000	250,000	250,000	250,000	250,000	-	-	-	-	-
16	WT-56 Dyal Surface Water Filters Canopy and Enclosure	-	600,000	-	-	-	-	-	-	-	-	-
17	WT70 Dyal WTP Surface Water Dewatering Building - Polymer System Upgrade-Construction	-	-	-	-	160,000	-	-	-	-	-	-
18	WT73 Dyal High Service Pump Control System Upgrade	-	-	-	-	140,000	-	-	-	-	-	-
19	WT-75 - Filter 1-5 Rehab	-	500,000	500,000	250,000	-	-	-	-	-	-	-
20	WT77 - New AC Maintenance Shop	-	45,000	-	-	-	-	-	-	-	-	-
21	WT80 - Miscellaneous Structural Repairs	-	250,000	250,000	250,000	250,000	250,000	-	-	-	-	-
22	Hydro Excavator Trailer	-	83,456	-	-	-	-	-	-	-	-	-
23	Replacement of vehicle #106 (2007 Ford F450 Dump)	-	-	51,753	-	-	-	-	-	-	-	-
24	Replacement of vehicle #15 (2009 Ford F250 UTILITY)	-	-	33,900	-	-	-	-	-	-	-	-
25	Replacement of vehicle #174 (2009 Ford F250 Utility)	-	-	33,900	-	-	-	-	-	-	-	-
26	Replacement of vehicle #29 (2002 Ford F450 Dump)	-	-	51,753	-	-	-	-	-	-	-	-
27	Replacement of vehicle #32 (2002 Ford F450 Dump)	-	-	51,753	-	-	-	-	-	-	-	-
28	Replacement of vehicle #92 (2008 Ford F350 Utility)	-	-	33,900	-	-	-	-	-	-	-	-
29	Twin Turner Valve Trailer	-	76,815	-	-	-	-	-	-	-	-	-
30	14"/18" AC Raw Water Pipeline Upgrade and Well 17 Area Isolation Valves - Phase I Construction	-	2,402,743	-	-	-	-	-	-	-	-	-
31	Cape Canaveral-West Central BLVD. Water Main Replacement	-	918,396	-	-	-	-	-	-	-	-	-
32	DS-39 Pineda Crossing 16" Water Main	927,713	10,062,500	-	-	-	-	-	-	-	-	-
33	DS40 Ivy Dr. and Fenner Rd. Looping	-	-	-	-	610,000	-	-	-	-	-	-
34	DS43 Pluckebaum Rd and A Ln Looping	-	-	-	-	880,000	-	-	-	-	-	-
35	DS-56 Banana River Tank Improvements	-	1,539,634	2,792,502	-	-	-	-	-	-	-	-
36	DS-60 Viera Pump Station Chloramination Improvements	-	-	43,808	546,192	-	-	-	-	-	-	-
37	DS62 Imperial to Central Pipe Loop/Brown Circle	-	-	-	-	310,000	-	-	-	-	-	-
38	DS-63 Marlin Manor Pipeline Improvements - Construction	-	2,100,000	-	-	-	-	-	-	-	-	-
39	Dyal Chemical Conversion & Reliability Improvement Project and Plant Security	-	5,200,000	10,000,000	11,000,000	-	-	-	-	-	-	-
40	Fiber Optic Cable from Dyal WTP to Wewahootee WTP	-	1,150,000	-	-	-	-	-	-	-	-	-
41	Fiber Optic Cable from Police Department to Dyal WTP	-	690,000	-	-	-	-	-	-	-	-	-
42	Fiske Boulevard Pipeline Improvements - Peachtree to Highland	-	974,565	-	-	-	-	-	-	-	-	-
43	Groundwater Clearwell Interior Coating	-	-	-	300,000	-	-	-	-	-	-	-
44	Groundwater Filter Effluent Pipe Connection to Surface water Clearwell	-	50,000	1,000,000	-	-	-	-	-	-	-	-
45	Groundwater Flume Coating & Repairs	-	140,000	-	-	-	-	-	-	-	-	-
46	Harrison Street Streetscape (Utility portion)	-	-	-	-	-	300,000	-	-	-	-	-
47	Michigan Avenue Force Main (Carry Forward)	-	698,664	-	-	-	-	-	-	-	-	-
48	Utilities Program Management	-	1,000,000	1,000,000	850,000	850,000	750,000	-	-	-	-	-
49	Washwater Tank Interior Coating and Exterior Spot Repair	-	250,000	-	-	-	-	-	-	-	-	-
50	Wastewater Capital Plan	-	-	300,000	-	-	-	-	-	-	-	-
51	WS-03 Pigging and Flushing Improvements for Raw Water Pipelines	-	-	-	-	-	240,000	-	-	-	-	-
52	WS-05 54 inch Redundant Pipe to Dyal	-	-	-	1,100,955	2,319,045	-	-	-	-	-	-
53	WS-09 42 inch New Pipeline West of Well 7A to Dallas Wewahootee	-	8,096,119	1,666,667	-	-	-	-	-	-	-	-
54	WS11 Redundant Pipeline Well 20 to 23 - Design	-	-	-	-	390,000	-	-	-	-	-	-
55	WS1201 Pipe Infrastructure Assessment and Replacement	-	2,461,274	3,000,000	3,424,610	5,000,000	5,000,000	-	-	-	-	-
56	WS20 Install New Well No. 17	-	-	820,000	-	-	-	-	-	-	-	-
57	WS22 Wellfield Security Improvements	-	-	-	-	-	2,300,000	-	-	-	-	-
58	WT37 Lime Feed and Storage System Improvements	-	-	-	70,000	-	-	-	-	-	-	-
59	WT-45 Ozone Improvements (Chiller Replacement)	-	340,000	-	-	-	-	-	-	-	-	-
60	WT-46 Ozone Improvements (Contactor Improvements)	-	-	1,180,000	-	-	-	-	-	-	-	-
61	WT48 Re-carbonation Basin Expansion-Reactor Clarifiers #1/#2 - Design and Construction	-	-	-	-	-	1,540,000	-	-	-	-	-
62	WT-51 Sulfuraetor and Multi-Purpose Building	-	750,000	3,420,000	-	-	-	-	-	-	-	-
63	WT58 Dyal WTP Storage Building	-	-	-	-	-	250,000	-	-	-	-	-
64	WT61 Dyal CO2 Bulk Package System - Assessment	-	50,000	-	-	-	-	-	-	-	-	-
65	WT-62 Dyal TTHM Prevention and/or Reduction	-	250,000	-	-	-	-	-	-	-	-	-
66	WT-63 Replacement of Dyal Finished Water Steel GST	-	640,000	6,840,000	-	-	-	-	-	-	-	-
67	Biosolids Improvements Project	-	200,000	200,000	1,800,000	-	-	-	-	-	-	-
68	Bracco Pond Aeration Phase II	-	-	115,000	-	-	-	-	-	-	-	-
69	Bracco Pond Interconnect	-	-	-	-	-	90,000	-	-	-	-	-
70	Chemical Storage Relocation	-	-	-	-	100,000	600,000	-	-	-	-	-
71	Cidco Ladder	-	130,000	-	-	-	-	-	-	-	-	-

	DESCRIPTION	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
72	Internal Recycle Pump Replacement	-	-	-	-	-	205,000	-	-	-	-	-
73	Irrigation Improvements	-	-	-	-	-	710,000	-	-	-	-	-
74	Jerry Sellers Flow Improvements	-	2,115,000	2,115,000	-	-	-	-	-	-	-	-
75	Jerry Sellers WRF Laboratory Expansion	-	65,000	-	-	-	-	-	-	-	-	-
76	LCP No. 1 Rehabilitation	-	-	-	-	200,000	-	-	-	-	-	-
77	Michigan Pond Supplemental Reuse	-	-	-	65,000	650,000	-	-	-	-	-	-
78	Motor & Logic Control Panel Replacement	-	-	-	-	100,000	-	-	-	-	-	-
79	Mud Lake Wetlands	-	40,000	400,000	750,000	-	-	-	-	-	-	-
80	Plant Corrosion Assessment	-	30,000	-	-	-	-	-	-	-	-	-
81	Reclaimed Water Pump Replacement	-	-	-	-	600,000	-	-	-	-	-	-
82	Replacement of MCCs 7 and 8	-	-	-	-	550,000	-	-	-	-	-	-
83	Replacement of vehicle #42 (2006 Ford E250 VAN)	-	30,087	-	-	-	-	-	-	-	-	-
84	RTU Replacement	-	-	150,000	150,000	150,000	150,000	-	-	-	-	-
85	Spalling Repair of Automatic Filter Backwash (ABW) Basin	-	130,000	-	-	-	-	-	-	-	-	-
86	Transfer pump replacement	-	-	-	-	-	430,000	-	-	-	-	-
87	UV Disinfection Conversion	-	-	-	-	-	330,000	-	-	-	-	-
88	Valve Vault	-	-	-	-	250,000	-	-	-	-	-	-
89	Camera Truck Retrofit	-	-	300,000	-	-	-	-	-	-	-	-
90	CIPP Rehabilitation Phases 3 - 6	-	400,000	400,000	400,000	-	-	-	-	-	-	-
91	Force Main Repairs	-	200,000	1,100,000	1,100,000	-	-	-	-	-	-	-
92	Lift Station No. 1 Replacement	-	-	-	-	700,000	-	-	-	-	-	-
93	Replacement of vehicle #48 (2006 Ford F250 UTILITY)	-	33,900	-	-	-	-	-	-	-	-	-
94	Replacement of vehicle #53 (2009 Ford F250 UTILITY)	-	-	34,800	-	-	-	-	-	-	-	-
95	Water Reclamation Fleet E250 Van	-	-	30,237	-	-	-	-	-	-	-	-
96	WFO Sewer F250 Utility Ford	-	-	-	38,100	-	-	-	-	-	-	-
97	WFO Sewer F450 Dump Ford	-	-	-	75,900	-	-	-	-	-	-	-
98		-	-	-	-	-	-	-	-	-	-	-
99	**FY 2018 CIP - Cash Funded**	-	-	-	-	-	-	-	-	-	-	-
100	Meter reading Hand Held Utility Usage Reading Capture Devices	91,090	-	-	-	-	-	-	-	-	-	-
101	Utility Privatization Services	-	-	-	-	-	-	-	-	-	-	-
102	Computerized Maintenance Management System (CMMS) Implementation	215,052	-	-	-	-	-	-	-	-	-	-
103	Dyal WTP Package System PLC Upgrade - Cal Flow	90,000	-	-	-	-	-	-	-	-	-	-
104	Replacement of vehicle #03 (2008 Ford F250)	32,900	-	-	-	-	-	-	-	-	-	-
105	Replacement of vehicle #121 (2007 Ford F250 UTILITY)	34,500	-	-	-	-	-	-	-	-	-	-
106	WT-57 Dyal HSP #4 Tier 4 Diesel Engine Replacement	-	-	-	-	-	-	-	-	-	-	-
107	WT71 Dyal Groundwater WTP Chemical Building - Two Disc Flow Pumps for Lime Feed System - Con	100,500	-	-	-	-	-	-	-	-	-	-
108	WT72 Dyal WTP server Uninterrupted Power Supply (UPS) Upgrade	50,000	-	-	-	-	-	-	-	-	-	-
109	Replacement of vehicle #171 (2001 Ford F450 Dump)	49,241	-	-	-	-	-	-	-	-	-	-
110	Replacement of vehicle #79 (2002 Ford F450 Utility)	53,939	-	-	-	-	-	-	-	-	-	-
111	Capital Plan Update	373,667	-	-	-	-	-	-	-	-	-	-
112	Stone Street Corridor Streetscaping (Utility portion)	-	-	-	-	-	-	-	-	-	-	-
113	WT-02 Separation of Groundwater and Surface Water Clear Well	814,239	-	-	-	-	-	-	-	-	-	-
114	CMMS Update Phase II	50,000	-	-	-	-	-	-	-	-	-	-
115	Jerry Sellers WRF Operating Permit Renewal	5,000	-	-	-	-	-	-	-	-	-	-
116	MCC and Conduit Replacement Project (Carry Forward)	704,037	-	-	-	-	-	-	-	-	-	-
117	New F150 Ref Cab	21,200	-	-	-	-	-	-	-	-	-	-
118	Valve Identification Project	60,000	-	-	-	-	-	-	-	-	-	-
119	Water Reclamation E250 Van	56,000	-	-	-	-	-	-	-	-	-	-
120	Automatic Transfer Switch (ATS) Replacement at the TCR Pump Station (carry forward)	882,943	-	-	-	-	-	-	-	-	-	-
121	Drinking Water System E&IC Reliability and Automation Improvements	250,000	-	-	-	-	-	-	-	-	-	-
122	Dyal WTP SCADA server, OS and Server Software Upgrade	170,000	-	-	-	-	-	-	-	-	-	-
123	WS-19 Raw Water Well Rehabilitation	250,000	-	-	-	-	-	-	-	-	-	-
124	Fiske Boulevard Pipeline Improvements - Peachtree to Highland	12,853	-	-	-	-	-	-	-	-	-	-
125	Michigan Avenue Force Main (Carry Forward)	20,627	-	-	-	-	-	-	-	-	-	-
126	Utilities Program Management	1,500,000	-	-	-	-	-	-	-	-	-	-
127	WS1201 Pipe Infrastructure Assessment and Replacement	160,000	-	-	-	-	-	-	-	-	-	-
128	WT-62 Dyal TTHM Prevention and/or Reduction	110,000	-	-	-	-	-	-	-	-	-	-
129	CIPP Rehabilitation Phases 3 - 6	400,000	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
130	Unspecified Future Projects (Rolling 5-year Average CIP)	-	-	-	-	-	-	27,233,408	23,368,637	20,359,369	19,897,092	20,900,701
131	Total CIP	$ 7,485,501	46,557,266	38,414,973	22,670,757	14,879,045	13,645,000	27,233,408	23,368,637	20,359,369	19,897,092	20,900,701
132	CIP Inflation Factor:	0.0%	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%
133	Total CIP With Inflation:	$ 7,485,501	46,557,266	39,567,422	24,051,406	16,258,734	15,357,568	31,570,984	27,903,374	25,039,456	25,205,041	27,270,674
134	CIP Execution Rate:	100.0%	45.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
135	**Adjusted Total CIP**	**$ 7,485,501**	**20,950,770**	**19,783,711**	**12,025,703**	**8,129,367**	**7,678,784**	**15,785,492**	**13,951,687**	**12,519,728**	**12,602,520**	**13,635,337**

Schedule 4 - Projection of Cash Inflows

FY 2018 Water & Sewer Revenue Sufficiency Analysis

		FY 2018 [1]	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
	Water Rate Revenue											
1	Base Rate Revenue	$ 17,278,743	18,344,678	19,493,291	20,710,903	22,001,544	23,369,471	24,819,187	26,355,451	27,983,294	29,708,032	31,535,285
2	Usage Rate Revenue	28,835,032	30,388,285	32,053,028	33,804,208	35,646,155	37,583,414	39,620,752	41,763,167	44,015,903	46,384,457	48,874,596
3	**Subtotal: Water Rate Revenue**	$ 46,113,775	48,732,963	51,546,319	54,515,111	57,647,698	60,952,885	64,439,939	68,118,618	71,999,197	76,092,489	80,409,881
	Sewer Rate Revenue											
4	Base Rate Revenue	$ 1,422,045	1,509,089	1,602,805	1,702,119	1,807,358	1,918,865	2,037,005	2,162,161	2,294,741	2,435,173	2,583,911
5	Usage Rate Revenue	3,686,265	3,883,077	4,093,828	4,315,456	4,548,505	4,793,545	5,051,173	5,322,015	5,606,728	5,906,000	6,220,554
6	**Subotal: Sewer Rate Revenue**	$ 5,108,310	5,392,166	5,696,632	6,017,575	6,355,863	6,712,410	7,088,178	7,484,176	7,901,469	8,341,173	8,804,466
	Reuse Revenue											
7	Base Rate Revenue	$ 207,390	220,185	233,974	248,591	264,084	280,505	297,909	316,351	335,893	356,598	378,534
8	Usage Rate Revenue	125,461	132,885	140,870	149,314	158,243	167,682	177,662	188,211	199,361	211,146	223,601
9	**Subotal: Reuse Rate Revenue**	$ 332,851	353,070	374,844	397,905	422,327	448,188	475,570	504,562	535,254	567,744	602,135
10	**Total Rate Revenues**	**$ 51,554,936**	**54,478,199**	**57,617,795**	**60,930,590**	**64,425,888**	**68,113,483**	**72,003,687**	**76,107,356**	**80,435,919**	**85,001,406**	**89,816,482**
	Other Revenues											
11	WATER CONNECTION FEE	$ 240,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000
12	WATER HYDRANT FEES	2,608,291	2,712,623	2,848,254	2,990,667	3,140,200	3,297,210	3,462,071	3,635,174	3,816,933	4,007,780	4,208,169
13	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
14	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
15	WATER OTHER INCOMEJUMPER METERS	700	700	700	700	700	700	700	700	700	700	700
16	WATER OTHER INCOMEPLAN REVIEW/CONST INSPECT	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
17	WATER OTHER INCOMEBACKFLOW PRV/RLCT TEMP	500	500	500	500	500	500	500	500	500	500	500
18	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
19	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
20	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
21	SALE OF FIXED ASSETS	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
22	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
23	OTHER MISC REVENUES	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
	Subtotal: Other Revenues	**$ 3,087,591**	**3,191,923**	**3,327,554**	**3,469,967**	**3,619,500**	**3,776,510**	**3,941,371**	**4,114,474**	**4,296,233**	**4,487,080**	**4,687,469**
	Interest											
24	Interest Income	$ 126,850	158,739	218,319	316,982	417,453	497,056	575,832	663,241	748,067	913,033	1,127,741
25	**Subtotal: Interest**	**$ 126,850**	**158,739**	**218,319**	**316,982**	**417,453**	**497,056**	**575,832**	**663,241**	**748,067**	**913,033**	**1,127,741**
	Impact Fees Eligible for Debt Service Payment											
26	Water Impact Fees	$ 1,757,911	1,956,995	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904	959,967	959,967
27	Sewer Impact Fees	113,716	118,994	129,812	129,812	129,812	129,812	120,449	106,386	90,583	29,124	29,124
28	**Subotal: Reuse Rate Revenue**	**$ 1,871,627**	**2,075,989**	**2,264,716**	**2,264,716**	**2,264,716**	**2,264,716**	**2,255,353**	**2,241,290**	**2,225,487**	**989,090**	**989,090**
29	**Total Cash Inflows**	**$ 56,641,004**	**$ 59,904,851**	**$ 63,428,385**	**$ 66,982,255**	**$ 70,727,557**	**$ 74,651,765**	**$ 78,776,243**	**$ 83,126,361**	**$ 87,705,706**	**$ 91,390,609**	**$ 96,620,782**

(1) FY 2018 rate revenues are per the FY 2018 Amended Budget. Future rate revenue projections are based upon FY 2018 Amended Budget, adjusted annually to reflect assumed rate increases and billed account growth. All other future revenues are based upon the FY 2019 Budget.

	Description	Department	FY 2018 [1]	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	Regular Salaries & Wages	Field Services	$ 832,336	930,357	958,268	987,016	1,016,626	1,047,125	1,078,539	1,110,895	1,144,222	1,178,548	1,213,905
2	Accrual Payouts	Field Services	17,373	-	-	-	-	-	-	-	-	-	-
3	Other Salaries & Wages	Field Services	69,570	71,931	74,089	76,312	78,601	80,959	83,388	85,889	88,466	91,120	93,854
4	Overtime	Field Services	12,642	15,316	15,775	16,249	16,736	17,238	17,755	18,288	18,837	19,402	19,984
5	Clothing/Shoe Allowance	Field Services	2,145	2,035	2,096	2,159	2,224	2,290	2,359	2,430	2,503	2,578	2,655
6	Fica Taxes	Field Services	68,220	76,210	78,496	80,851	83,277	85,775	88,348	90,999	93,729	96,541	99,437
7	Retirement Contributions	Field Services	66,904	79,030	81,401	83,843	86,358	88,949	91,617	94,366	97,197	100,113	103,116
8	Life/Health Insurance	Field Services	246,747	309,538	331,206	347,766	365,154	383,412	402,583	422,712	443,847	466,040	489,342
9	Worker'S Compensation	Field Services	52,691	55,373	57,034	58,745	60,508	62,323	64,192	66,118	68,102	70,145	72,249
10	Cafeteria Plan	Field Services	10,800	14,400	14,832	15,277	15,735	16,207	16,694	17,194	17,710	18,241	18,789
11	Contract Services	Field Services	-	4,000	4,060	4,121	4,183	4,245	4,309	4,374	4,439	4,506	4,574
12	Travel & Per Diem	Field Services	-	750	761	773	784	796	808	820	832	845	858
13	Communication	Field Services	8,750	9,042	9,178	9,315	9,455	9,597	9,741	9,887	10,035	10,186	10,339
14	Freight & Postage Service	Field Services	400	699	709	720	731	742	753	764	776	787	799
15	Insurance	Field Services	10,487	16,560	17,885	19,316	20,861	22,530	24,332	26,279	28,381	30,651	33,104
16	Repairs & Maintenance	Field Services	6,913	7,506	7,731	7,963	8,202	8,448	8,702	8,963	9,231	9,508	9,794
17	Repair/Maint-Vehicles	Field Services	14,852	8,915	9,182	9,458	9,742	10,034	10,335	10,645	10,964	11,293	11,632
18	Other Charges & Oblig.	Field Services	1,050	-	-	-	-	-	-	-	-	-	-
19	Operating Supplies	Field Services	34,621	27,093	27,499	27,912	28,331	28,756	29,187	29,625	30,069	30,520	30,978
20	Fuel Oil & Lubricants	Field Services	51,891	54,617	56,310	58,056	59,855	61,711	63,624	65,596	67,630	69,726	71,888
21	Training	Field Services	2,500	500	508	515	523	531	539	547	555	563	572
22	Regular Salaries & Wages	Water Administration	641,024	719,687	741,278	763,516	786,421	810,014	834,314	859,344	885,124	911,678	939,028
23	Other Salaries & Wages	Water Administration	90,606	95,702	98,573	101,530	104,576	107,713	110,945	114,273	117,701	121,232	124,869
24	Overtime	Water Administration	17,830	22,419	23,092	23,784	24,498	25,233	25,990	26,769	27,573	28,400	29,252
25	Fica Taxes	Water Administration	58,694	60,317	62,127	63,990	65,910	67,887	69,924	72,022	74,182	76,408	78,700
26	Retirement Contributions	Water Administration	389,739	378,777	390,140	401,845	413,900	426,317	439,106	452,280	465,848	479,823	494,218
27	Life/Health Insurance	Water Administration	136,196	189,111	202,349	212,466	223,090	234,244	245,956	258,254	271,167	284,725	298,961
28	Life/Health Retirees	Water Administration	198,547	232,905	249,208	261,669	274,752	288,490	302,914	318,060	333,963	350,661	368,194
29	Worker'S Compensation	Water Administration	19,008	23,375	24,076	24,799	25,542	26,309	27,098	27,911	28,748	29,611	30,499
30	Unemployment Compensation	Water Administration	5,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
31	Cafeteria Plan	Water Administration	20,400	19,200	19,776	20,369	20,980	21,610	22,258	22,926	23,614	24,322	25,052
32	Professional Services	Water Administration	355,989	331,899	336,877	341,931	347,060	352,266	357,549	362,913	368,356	373,882	379,490
33	Legal Expenses	Water Administration	74,503	80,000	81,200	82,418	83,654	84,909	86,183	87,475	88,788	90,119	91,471
34	Employee Health Center	Water Administration	128,685	129,150	135,608	142,388	149,507	156,983	164,832	173,073	181,727	190,813	200,354
35	Accounting & Auditing	Water Administration	43,500	55,000	55,825	56,662	57,512	58,375	59,251	60,139	61,041	61,957	62,886
36	Contract Services	Water Administration	683,481	782,902	840,203	898,635	958,220	1,018,981	1,080,942	1,219,667	1,242,960	1,266,701	1,270,104
37	Cost Of General Fund Svcs	Water Administration	5,535,621	5,701,690	5,872,741	6,048,923	6,230,391	6,417,302	6,609,821	6,808,116	7,012,360	7,222,730	7,439,412
38	Contingency	Water Administration	150,149	1,331,710	1,323,437	1,367,465	1,413,064	1,460,298	1,509,233	1,562,475	1,613,641	1,666,698	1,721,027
39	Travel And Per Diem	Water Administration	6,116	6,116	6,208	6,301	6,395	6,491	6,589	6,687	6,788	6,890	6,993
40	Communication	Water Administration	4,086	4,164	4,226	4,290	4,354	4,420	4,486	4,553	4,621	4,691	4,761
41	Freight & Postage Service	Water Administration	8,710	6,550	6,648	6,748	6,849	6,952	7,056	7,162	7,269	7,379	7,489
42	Electric/Water/Sewer	Water Administration	1,440	1,440	1,462	1,484	1,506	1,528	1,551	1,575	1,598	1,622	1,646
43	Insurance	Water Administration	317,536	351,848	379,996	410,396	443,227	478,685	516,980	558,339	603,006	651,246	703,346
44	Repairs & Maintenance	Water Administration	5,670	4,340	4,470	4,604	4,742	4,885	5,031	5,182	5,338	5,498	5,663
45	Repair/Maint Building	Water Administration	1,500	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610
46	Repair/Maint-Vehicles	Water Administration	3,580	3,520	3,626	3,734	3,846	3,962	4,081	4,203	4,329	4,459	4,593
47	Printing & Binding	Water Administration	5,950	5,950	6,039	6,130	6,222	6,315	6,410	6,506	6,604	6,703	6,803
48	Promotional Activities	Water Administration	22,802	20,000	20,300	20,605	20,914	21,227	21,546	21,869	22,197	22,530	22,868
49	Other Charges & Oblig.	Water Administration	11,250	12,850	13,043	13,238	13,437	13,639	13,843	14,051	14,262	14,475	14,693
50	Bad Debt Expense	Water Administration	175,000	175,000	177,625	180,289	182,994	185,739	188,525	191,353	194,223	197,136	200,093
51	Cash Over & Under	Water Administration	300	300	305	309	314	318	323	328	333	338	343
52	Document Recording Chgs	Water Administration	3,000	3,000	3,045	3,091	3,137	3,184	3,232	3,280	3,330	3,379	3,430
53	Operating Supplies	Water Administration	74,623	67,973	68,993	70,027	71,078	72,144	73,226	74,325	75,439	76,571	77,720
54	Fuel Oil & Lubricants	Water Administration	3,959	5,007	5,162	5,322	5,487	5,657	5,833	6,014	6,200	6,392	6,590
55	Employee Health Center	Water Administration	40,291	65,600	66,584	67,583	68,597	69,625	70,670	71,730	72,806	73,898	75,006
56	Membership/Publications	Water Administration	33,875	32,996	33,491	33,993	34,503	35,021	35,546	36,079	36,620	37,170	37,727
57	Training	Water Administration	6,120	6,370	6,466	6,563	6,661	6,761	6,862	6,965	7,070	7,176	7,283
58	Eda Program	Water Administration	7,500	7,500	7,613	7,727	7,843	7,960	8,080	8,201	8,324	8,449	8,575
59	Aid To Private Organizat	Water Administration	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
60	Regular Salaries & Wages	Dyal Plant	2,227,335	2,372,225	2,443,392	2,516,694	2,592,194	2,669,960	2,750,059	2,832,561	2,917,538	3,005,064	3,095,216
61	Overtime	Dyal Plant	106,954	124,716	128,457	132,311	136,281	140,369	144,580	148,917	153,385	157,986	162,726
62	Clothing/Shoe Allowance	Dyal Plant	5,160	4,960	5,109	5,262	5,420	5,583	5,750	5,922	6,100	6,283	6,472

	Description	Department	FY 2018 [1]	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
63	Fica Taxes	Dyal Plant	172,630	184,938	190,486	196,201	202,087	208,149	214,394	220,826	227,450	234,274	241,302
64	Retirement Contributions	Dyal Plant	193,510	215,292	221,751	228,403	235,255	242,313	249,582	257,070	264,782	272,725	280,907
65	Life/Health Insurance	Dyal Plant	564,637	673,044	720,157	756,165	793,973	833,672	875,355	919,123	965,079	1,013,333	1,064,000
66	Worker'S Compensation	Dyal Plant	133,087	135,726	139,798	143,992	148,311	152,761	157,344	162,064	166,926	171,934	177,092
67	Cafeteria Plan	Dyal Plant	26,400	31,200	32,136	33,100	34,093	35,116	36,169	37,254	38,372	39,523	40,709
68	Professional Services	Dyal Plant	5,000	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
69	Contract Services	Dyal Plant	548,650	483,450	490,702	498,062	505,533	513,116	520,813	528,625	536,555	544,603	552,772
70	Travel And Per Diem	Dyal Plant	12,330	12,330	12,515	12,703	12,893	13,087	13,283	13,482	13,684	13,890	14,098
71	Communication	Dyal Plant	68,520	59,860	60,758	61,669	62,594	63,533	64,486	65,454	66,435	67,432	68,443
72	Freight & Postage Service	Dyal Plant	19,000	19,000	19,285	19,574	19,868	20,166	20,468	20,775	21,087	21,403	21,724
73	Electric/Water/Sewer	Dyal Plant	1,996,530	1,836,290	1,863,834	1,891,792	1,920,169	1,948,971	1,978,206	2,007,879	2,037,997	2,068,567	2,099,596
74	Rental And Leases	Dyal Plant	16,850	17,450	17,712	17,977	18,247	18,521	18,799	19,081	19,367	19,657	19,952
75	Insurance	Dyal Plant	15,740	15,431	16,665	17,999	19,439	20,994	22,673	24,487	26,446	28,562	30,847
76	Repairs & Maintenance	Dyal Plant	1,763,875	1,895,200	1,952,056	2,010,618	2,070,936	2,133,064	2,197,056	2,262,968	2,330,857	2,400,783	2,472,806
77	Repair/Maint Building	Dyal Plant	45,000	370,500	381,615	393,063	404,855	417,001	429,511	442,396	455,668	469,338	483,418
78	Repair/Maint-Vehicles	Dyal Plant	37,624	34,362	35,393	36,455	37,548	38,675	39,835	41,030	42,261	43,529	44,835
79	Printing & Binding	Dyal Plant	200	200	203	206	209	212	215	219	222	225	229
80	Other Charges & Oblig.	Dyal Plant	8,435	8,435	8,562	8,690	8,820	8,953	9,087	9,223	9,362	9,502	9,644
81	Operating Supplies	Dyal Plant	179,970	209,600	212,744	215,935	219,174	222,462	225,799	229,186	232,623	236,113	239,655
82	Janitorial Supplies	Dyal Plant	5,000	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
83	Chemicals	Dyal Plant	3,132,883	3,774,360	3,963,078	4,161,232	4,369,293	4,587,758	4,817,146	5,058,003	5,310,904	5,576,449	5,855,271
84	Fuel Oil & Lubricants	Dyal Plant	92,198	91,351	94,183	97,103	100,113	103,216	106,416	109,715	113,116	116,623	120,238
85	Road Materials/Supplies	Dyal Plant	35,000	35,000	35,525	36,058	36,599	37,148	37,705	38,271	38,845	39,427	40,019
86	Membership/Publications	Dyal Plant	780	780	792	804	816	828	840	853	866	879	892
87	Training	Dyal Plant	81,600	81,600	82,824	84,066	85,327	86,607	87,906	89,225	90,563	91,922	93,301
88	Regular Salaries & Wages	Water Field Operations	2,348,393	2,493,968	2,568,787	2,645,851	2,725,226	2,806,983	2,891,192	2,977,928	3,067,266	3,159,284	3,254,063
89	Accrual Payouts	Water Field Operations	8,802	-	-	-	-	-	-	-	-	-	-
90	Other Salaries & Wages	Water Field Operations	197,153	158,291	163,040	167,931	172,969	178,158	183,503	189,008	194,678	200,518	206,534
91	Overtime	Water Field Operations	179,480	166,306	171,295	176,434	181,727	187,179	192,794	198,578	204,535	210,671	216,992
92	Clothing/Shoe Allowance	Water Field Operations	6,050	5,995	6,175	6,360	6,551	6,747	6,950	7,158	7,373	7,594	7,822
93	Fica Taxes	Water Field Operations	200,591	207,797	214,031	220,452	227,065	233,877	240,894	248,120	255,564	263,231	271,128
94	Retirement Contributions	Water Field Operations	229,395	244,396	251,728	259,280	267,058	275,070	283,322	291,822	300,576	309,594	318,881
95	Life/Health Insurance	Water Field Operations	652,678	820,990	878,459	922,382	968,501	1,016,926	1,067,773	1,121,161	1,177,219	1,236,080	1,297,884
96	Worker'S Compensation	Water Field Operations	174,973	179,445	184,828	190,373	196,084	201,967	208,026	214,267	220,695	227,316	234,135
97	Cafeteria Plan	Water Field Operations	28,800	28,800	29,664	30,554	31,471	32,415	33,387	34,389	35,420	36,483	37,577
98	Professional Services	Water Field Operations	1,500	1,500	1,523	1,545	1,569	1,592	1,616	1,640	1,665	1,690	1,715
99	Contract Services	Water Field Operations	38,820	56,690	57,540	58,403	59,280	60,169	61,071	61,987	62,917	63,861	64,819
100	Travel And Per Diem	Water Field Operations	600	1,000	1,015	1,030	1,046	1,061	1,077	1,093	1,110	1,126	1,143
101	Communication	Water Field Operations	25,850	25,804	26,191	26,584	26,983	27,387	27,798	28,215	28,638	29,068	29,504
102	Freight & Postage Service	Water Field Operations	2,700	5,500	5,583	5,666	5,751	5,837	5,925	6,014	6,104	6,196	6,289
103	Electric/Water/Sewer	Water Field Operations	91,940	74,800	75,922	77,061	78,217	79,390	80,581	81,790	83,016	84,262	85,526
104	Rental And Leases	Water Field Operations	5,000	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
105	Insurance	Water Field Operations	20,022	28,525	30,807	33,272	35,933	38,808	41,913	45,266	48,887	52,798	57,022
106	Repairs & Maintenance	Water Field Operations	4,564,172	3,511,500	3,616,845	3,725,350	3,837,111	3,952,224	4,070,791	4,192,915	4,318,702	4,448,263	4,581,711
107	Repair/Maint Building	Water Field Operations	135,034	47,733	49,165	50,640	52,159	53,724	55,336	56,996	58,706	60,467	62,281
108	Repair/Maint-Vehicles	Water Field Operations	100,199	95,885	98,762	101,724	104,776	107,919	111,157	114,492	117,926	121,464	125,108
109	Printing & Binding	Water Field Operations	300	380	386	391	397	403	409	416	422	428	434
110	Other Charges & Oblig.	Water Field Operations	5,425	8,180	8,303	8,427	8,554	8,682	8,812	8,944	9,079	9,215	9,353
111	Operating Supplies	Water Field Operations	146,588	161,320	163,740	166,196	168,689	171,219	173,787	176,394	179,040	181,726	184,452
112	Janitorial Supplies	Water Field Operations	3,240	3,240	3,289	3,338	3,388	3,439	3,490	3,543	3,596	3,650	3,705
113	Fuel Oil & Lubricants	Water Field Operations	94,751	117,452	121,093	124,847	128,717	132,707	136,821	141,063	145,436	149,944	154,592
114	Road Materials/Supplies	Water Field Operations	5,000	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
115	Membership/Publications	Water Field Operations	660	660	670	680	690	700	711	722	732	743	755
116	Training	Water Field Operations	19,225	9,950	10,099	10,251	10,404	10,561	10,719	10,880	11,043	11,209	11,377
117	Regular Salaries & Wages	Engineering	724,980	767,338	790,358	814,069	838,491	863,646	889,555	916,242	943,729	972,041	1,001,202
118	Other Salaries & Wages	Engineering	84,372	86,425	89,018	91,688	94,439	97,272	100,190	103,196	106,292	109,481	112,765
119	Overtime	Engineering	642	683	703	725	746	769	792	816	840	865	891
120	Fica Taxes	Engineering	62,634	63,718	65,630	67,598	69,626	71,715	73,867	76,083	78,365	80,716	83,138
121	Retirement Contributions	Engineering	67,236	74,166	76,391	78,683	81,043	83,474	85,979	88,558	91,215	93,951	96,770
122	Life/Health Insurance	Engineering	228,933	270,377	289,303	303,769	318,957	334,905	351,650	369,233	387,694	407,079	427,433
123	Worker'S Compensation	Engineering	9,317	9,156	9,431	9,714	10,005	10,305	10,614	10,933	11,261	11,599	11,947
124	Cafeteria Plan	Engineering	45,600	38,400	39,552	40,739	41,961	43,220	44,516	45,852	47,227	48,644	50,103

	Description	Department	FY 2018 [1]	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
125	Engineering Services	Engineering	6,000	6,000	6,090	6,181	6,274	6,368	6,464	6,561	6,659	6,759	6,860
126	Contract Services	Engineering	14,850	16,350	16,595	16,844	17,097	17,353	17,614	17,878	18,146	18,418	18,694
127	Travel And Per Diem	Engineering	2,269	3,645	3,700	3,755	3,811	3,869	3,927	3,986	4,045	4,106	4,168
128	Communication	Engineering	6,600	6,600	6,699	6,799	6,901	7,005	7,110	7,217	7,325	7,435	7,546
129	Freight & Postage Service	Engineering	400	400	406	412	418	425	431	437	444	451	457
130	Insurance	Engineering	2,830	3,255	3,515	3,797	4,100	4,428	4,783	5,165	5,578	6,025	6,507
131	Repairs & Maintenance	Engineering	6,694	7,368	7,589	7,817	8,051	8,293	8,542	8,798	9,062	9,334	9,614
132	Repair/Maint-Vehicles	Engineering	5,740	6,640	6,839	7,044	7,256	7,473	7,698	7,929	8,166	8,411	8,664
133	Printing & Binding	Engineering	200	200	203	206	209	212	215	219	222	225	229
134	Other Charges & Oblig.	Engineering	2,000	2,130	2,162	2,194	2,227	2,261	2,295	2,329	2,364	2,399	2,435
135	Operating Supplies	Engineering	67,792	64,719	65,690	66,675	67,675	68,690	69,721	70,767	71,828	72,905	73,999
136	Fuel Oil & Lubricants	Engineering	6,486	8,489	8,752	9,023	9,303	9,592	9,889	10,195	10,512	10,837	11,173
137	Membership/Publications	Engineering	1,315	1,315	1,335	1,355	1,375	1,396	1,417	1,438	1,459	1,481	1,504
138	Training	Engineering	8,347	10,754	10,915	11,079	11,245	11,414	11,585	11,759	11,935	12,114	12,296
139	Regular Salaries & Wages	Water Reclamation	883,388	909,741	937,033	965,144	994,099	1,023,922	1,054,639	1,086,278	1,118,867	1,152,433	1,187,006
140	Other Salaries & Wages	Water Reclamation	93,066	96,202	99,088	102,061	105,123	108,276	111,524	114,870	118,316	121,866	125,522
141	Overtime	Water Reclamation	77,031	85,863	88,439	91,092	93,825	96,640	99,539	102,525	105,601	108,769	112,032
142	Clothing/Shoe Allowance	Water Reclamation	1,720	1,775	1,828	1,883	1,940	1,998	2,058	2,119	2,183	2,249	2,316
143	Fica Taxes	Water Reclamation	76,672	79,354	81,735	84,187	86,712	89,314	91,993	94,753	97,595	100,523	103,539
144	Retirement Contributions	Water Reclamation	76,906	95,752	98,625	101,583	104,631	107,770	111,003	114,333	117,763	121,296	124,935
145	Life/Health Insurance	Water Reclamation	213,014	266,089	284,715	298,951	313,899	329,593	346,073	363,377	381,546	400,623	420,654
146	Worker'S Compensation	Water Reclamation	56,044	50,600	52,118	53,682	55,292	56,951	58,659	60,419	62,232	64,099	66,022
147	Cafeteria Plan	Water Reclamation	16,800	16,800	17,304	17,823	18,358	18,909	19,476	20,060	20,662	21,282	21,920
148	Professional Services	Water Reclamation	20,170	33,500	34,003	34,513	35,030	35,556	36,089	36,630	37,180	37,738	38,304
149	Engineering Services	Water Reclamation	-	40,000	40,600	41,209	41,827	42,455	43,091	43,738	44,394	45,060	45,736
150	Contract Services	Water Reclamation	55,000	55,390	56,221	57,064	57,920	58,789	59,671	60,566	61,474	62,396	63,332
151	Travel And Per Diem	Water Reclamation	6,200	6,200	6,293	6,387	6,483	6,580	6,679	6,779	6,881	6,984	7,089
152	Communication	Water Reclamation	8,148	5,976	6,066	6,157	6,249	6,343	6,438	6,534	6,632	6,732	6,833
153	Freight & Postage Service	Water Reclamation	4,200	4,200	4,263	4,327	4,392	4,458	4,525	4,592	4,661	4,731	4,802
154	Electric/Water/Sewer	Water Reclamation	261,225	294,286	298,700	303,181	307,729	312,344	317,030	321,785	326,612	331,511	336,484
155	Rental And Leases	Water Reclamation	7,400	9,500	9,643	9,787	9,934	10,083	10,234	10,388	10,544	10,702	10,862
156	Insurance	Water Reclamation	2,307	2,654	2,866	3,096	3,343	3,611	3,900	4,212	4,548	4,912	5,305
157	Repairs & Maintenance	Water Reclamation	370,546	331,576	341,523	351,769	362,322	373,192	384,387	395,919	407,797	420,031	432,631
158	Repair/Maint Building	Water Reclamation	50,895	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829
159	Repair/Maint-Vehicles	Water Reclamation	7,185	7,085	7,298	7,516	7,742	7,974	8,213	8,460	8,714	8,975	9,244
160	Printing & Binding	Water Reclamation	100	100	102	103	105	106	108	109	111	113	114
161	Other Charges & Oblig.	Water Reclamation	6,980	6,980	7,085	7,191	7,299	7,408	7,519	7,632	7,747	7,863	7,981
162	Operating Supplies	Water Reclamation	113,522	109,505	111,148	112,815	114,507	116,225	117,968	119,738	121,534	123,357	125,207
163	Janitorial Supplies	Water Reclamation	2,000	2,000	2,030	2,060	2,091	2,123	2,155	2,187	2,220	2,253	2,287
164	Chemicals	Water Reclamation	112,000	112,000	117,600	123,480	129,654	136,137	142,944	150,091	157,595	165,475	173,749
165	Fuel Oil & Lubricants	Water Reclamation	18,500	20,525	21,161	21,817	22,494	23,191	23,910	24,651	25,415	26,203	27,015
166	Membership/Publications	Water Reclamation	655	655	665	675	685	695	706	716	727	738	749
167	Training	Water Reclamation	7,030	7,030	7,135	7,242	7,351	7,461	7,573	7,687	7,802	7,919	8,038
168	Regular Salaries & Wages	Sewer Field Operations	757,858	787,783	811,416	835,759	860,832	886,657	913,256	940,654	968,874	997,940	1,027,878
169	Overtime	Sewer Field Operations	43,665	40,773	41,996	43,256	44,554	45,890	47,267	48,685	50,146	51,650	53,200
170	Clothing/Shoe Allowance	Sewer Field Operations	1,850	1,795	1,849	1,904	1,961	2,020	2,081	2,143	2,208	2,274	2,342
171	Fica Taxes	Sewer Field Operations	58,313	61,075	62,907	64,794	66,738	68,740	70,803	72,927	75,115	77,368	79,689
172	Retirement Contributions	Sewer Field Operations	59,053	63,303	65,202	67,158	69,173	71,248	73,386	75,587	77,855	80,190	82,596
173	Life/Health Insurance	Sewer Field Operations	243,323	276,122	295,451	310,223	325,734	342,021	359,122	377,078	395,932	415,729	436,515
174	Worker'S Compensation	Sewer Field Operations	50,406	43,646	44,955	46,304	47,693	49,124	50,598	52,116	53,679	55,289	56,948
175	Cafeteria Plan	Sewer Field Operations	9,600	9,600	9,888	10,185	10,490	10,805	11,129	11,463	11,807	12,161	12,526
176	Contract Services	Sewer Field Operations	11,000	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
177	Travel And Per Diem	Sewer Field Operations	300	1,000	1,015	1,030	1,046	1,061	1,077	1,093	1,110	1,126	1,143
178	Communication	Sewer Field Operations	5,801	6,317	6,412	6,508	6,606	6,705	6,805	6,907	7,011	7,116	7,223
179	Freight & Postage Service	Sewer Field Operations	1,100	1,100	1,117	1,133	1,150	1,167	1,185	1,203	1,221	1,239	1,258
180	Electric/Water/Sewer	Sewer Field Operations	74,820	61,000	61,915	62,844	63,786	64,743	65,714	66,700	67,701	68,716	69,747
181	Rental And Leases	Sewer Field Operations	1,000	1,000	1,015	1,030	1,046	1,061	1,077	1,093	1,110	1,126	1,143
182	Insurance	Sewer Field Operations	8,127	9,345	10,093	10,900	11,772	12,714	13,731	14,829	16,016	17,297	18,681
183	Repairs & Maintenance	Sewer Field Operations	665,750	828,500	853,355	878,956	905,324	932,484	960,459	989,272	1,018,950	1,049,519	1,081,005
184	Repair/Maint-Vehicles	Sewer Field Operations	33,818	33,274	34,272	35,300	36,359	37,450	38,574	39,731	40,923	42,151	43,415
185	Printing & Binding	Sewer Field Operations	300	300	305	309	314	318	323	328	333	338	343
186	Other Charges & Oblig.	Sewer Field Operations	300	1,180	1,198	1,216	1,234	1,252	1,271	1,290	1,310	1,329	1,349

	Description	Department	FY 2018 [1]	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
187	Operating Supplies	Sewer Field Operations	25,740	31,130	31,597	32,071	32,552	33,040	33,536	34,039	34,549	35,068	35,594
188	Fuel Oil & Lubricants	Sewer Field Operations	23,970	21,929	22,609	23,310	24,032	24,777	25,545	26,337	27,154	27,995	28,863
189	Road Materials/Supplies	Sewer Field Operations	5,000	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632	5,717
190	Membership/Publications	Sewer Field Operations	620	620	629	639	648	658	668	678	688	698	709
191	Training	Sewer Field Operations	2,260	1,100	1,117	1,133	1,150	1,167	1,185	1,203	1,221	1,239	1,258
	Debt Service												
192	Existing Senior Lien Debt		$ 5,559,832	5,686,232	5,680,695	5,680,020	5,685,332	5,690,645	3,800,414	3,805,351	3,799,176	3,451,907	3,395,936
193	Total Subordinate Debt		2,509,480	2,509,481	2,509,479	2,509,469	2,330,840	2,148,698	2,002,155	1,519,615	989,090	989,090	989,090
195	Debt Calculated by Model		-	2,183,455	2,840,738	3,679,453	3,931,930	4,180,855	4,255,789	4,255,789	4,255,789	4,255,789	4,255,789
196	**Total: Debt Service**		**$ 8,069,312**	**10,379,168**	**11,030,912**	**11,868,942**	**11,948,103**	**12,020,198**	**10,058,357**	**9,580,755**	**9,044,055**	**8,696,786**	**8,640,815**
	Transfers Out												
197	Transfer To Gen Fund 001		$ 6,170,543	7,091,990	7,304,750	7,523,892	7,749,609	7,982,097	8,221,560	8,468,207	8,722,253	8,983,921	9,253,438
199	6% Ilo Franchise Fee		1,100,328	1,292,109	1,211,952	1,337,982	1,472,489	1,615,965	1,768,928	1,927,240	2,103,400	2,290,828	2,491,457
200	**Total: Transfers Out**		**$ 7,270,871**	**8,384,099**	**8,516,701**	**8,861,874**	**9,222,098**	**9,598,062**	**9,990,488**	**10,395,447**	**10,825,653**	**11,274,749**	**11,744,896**
	Capital Project Funding Sources												
201	Projects Designated to be Paid with Cash		$ 6,557,788	-	-	-	-	-	-	-	-	-	-
202	Projects Paid with Operating Reserves		$ -	1,337,553	-	-	4,807,444	7,373,584	11,535,628	13,951,687	12,519,728	12,602,520	13,635,337
203	Total: Cash Capital Project Funding Sources		**$ 6,557,788**	**1,337,553**	**-**	**-**	**4,807,444**	**7,373,584**	**11,535,628**	**13,951,687**	**12,519,728**	**12,602,520**	**13,635,337**
	Totals By Type Of Expenditure												
204	Personal Services		$ 14,354,923	15,545,308	16,133,194	16,682,207	17,250,941	17,840,151	18,450,620	19,083,167	19,738,642	20,417,931	21,121,954
205	Variable Operations & Maintenance Costs		5,535,621	5,701,690	5,872,741	6,048,923	6,230,391	6,417,302	6,609,821	6,808,116	7,012,360	7,222,730	7,439,412
206	Fixed Operations & Maintenance Costs		17,672,782	18,939,007	19,521,878	20,178,838	20,860,121	21,566,804	22,300,019	23,139,033	23,886,423	24,663,251	25,449,395
208	Transfers Out		7,270,871	8,384,099	8,516,701	8,861,874	9,222,098	9,598,062	9,990,488	10,395,447	10,825,653	11,274,749	11,744,896
209	Other Below The Line Expenses		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
210	Debt Service		8,069,312	10,379,168	11,030,912	11,868,942	11,948,103	12,020,198	10,058,357	9,580,755	9,044,055	8,696,786	8,640,815
212	Projects Paid with Operating Reserves		6,557,788	1,337,553	-	-	4,807,444	7,373,584	11,535,628	13,951,687	12,519,728	12,602,520	13,635,337
223	**Total Cash Outflows**		**$ 59,462,297**	**60,287,825**	**61,076,427**	**63,641,784**	**70,320,097**	**74,817,100**	**78,945,934**	**82,959,206**	**83,027,860**	**84,878,968**	**88,032,809**
	Execution Percentage by Type												
224	Personal Services		95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
225	Variable Operations and Maintenance		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
226	Fixed Operations and Maintenance		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Total Executed Cash Outflows												
228	Personal Services		$ 13,637,177	14,768,043	15,326,535	15,848,097	16,388,394	16,948,143	17,528,089	18,129,009	18,751,710	19,397,034	20,065,856
229	Variable Operations & Maintenance Costs		5,535,621	5,701,690	5,872,741	6,048,923	6,230,391	6,417,302	6,609,821	6,808,116	7,012,360	7,222,730	7,439,412
230	Fixed Operations & Maintenance Costs		17,672,782	18,939,007	19,521,878	20,178,838	20,860,121	21,566,804	22,300,019	23,139,033	23,886,423	24,663,251	25,449,395
232	Transfers Out		7,270,871	8,384,099	8,516,701	8,861,874	9,222,098	9,598,062	9,990,488	10,395,447	10,825,653	11,274,749	11,744,896
233	Other Below The Line Expenses		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
234	Debt Service		8,069,312	10,379,168	11,030,912	11,868,942	11,948,103	12,020,198	10,058,357	9,580,755	9,044,055	8,696,786	8,640,815
235	Projects Designated to be Paid with Cash		-	-	-	-	-	-	-	-	-	-	-
236	Projects Paid with Operating Reserves		6,557,788	1,337,553	-	-	4,807,444	7,373,584	11,535,628	13,951,687	12,519,728	12,602,520	13,635,337
247	**Total Executed Cash Outflows**		**$ 58,744,551**	**59,510,559**	**60,269,767**	**62,807,674**	**69,457,550**	**73,925,093**	**78,023,403**	**82,005,048**	**82,040,928**	**83,858,071**	**86,976,711**

(1) FY 2018 expenses are per the FY 2018 Amended Budget and all other future expenses are based upon the FY 2019 Budget escalated annually according to the factors presented on Schedule 6.

Schedule 6 - Cost Escalation Factors

FY 2018 Water & Sewer Revenue Sufficiency Analysis

DESCRIPTION	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
REGULAR SALARIES & WAGES	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
ACCRUAL PAYOUTS	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
OTHER SALARIES & WAGES	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
OVERTIME	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
CLOTHING/SHOE ALLOWANCE	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
FICA TAXES	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
RETIREMENT CONTRIBUTIONS	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
LIFE/HEALTH INSURANCE	7.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
LIFE/HEALTH RETIREES	7.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
WORKER'S COMPENSATION	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
UNEMPLOYMENT COMPENSATION	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
CAFETERIA PLAN	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
PROFESSIONAL SERVICES	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
LEGAL EXPENSES	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
ENGINEERING SERVICES	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
EMPLOYEE HEALTH CENTER	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
ACCOUNTING & AUDITING	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
CONTRACT SERVICES	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
COST OF GENERAL FUND SVCS	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
CONTINGENCY	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
COMMUNICATION	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
FREIGHT & POSTAGE SERVICE	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
ELECTRIC/WATER/SEWER	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
RENTAL AND LEASES	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
INSURANCE	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
REPAIRS & MAINTENANCE	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
REPAIR/MAINT BUILDING	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
REPAIR/MAINT-VEHICLES	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
PRINTING & BINDING	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
PROMOTIONAL ACTIVITIES	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
OTHER CHARGES & OBLIG.	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
BAD DEBT EXPENSE	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
CASH OVER & UNDER	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
DOCUMENT RECORDING CHGS	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
OPERATING SUPPLIES	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
JANITORIAL SUPPLIES	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
CHEMICALS	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
FUEL OIL & LUBRICANTS	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%
EMPLOYEE HEALTH CENTER	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
ROAD MATERIALS/SUPPLIES	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
TRAINING	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
EDA PROGRAM	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
AID TO PRIVATE ORGANIZAT	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Default Inflation Factor (If Expense Not Listed Above)	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%

CALC LAST3 SAVE OVR3 CTRL

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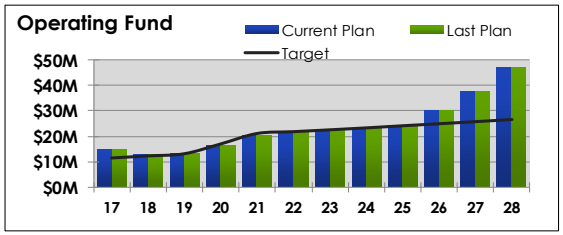
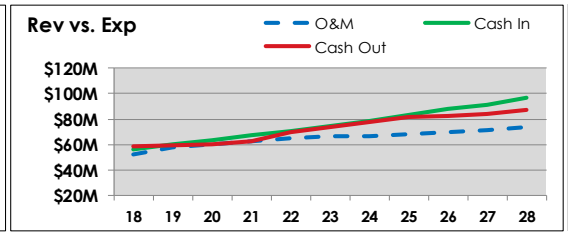
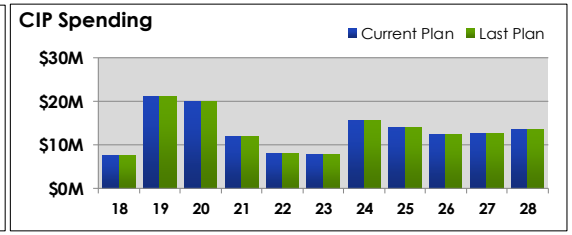
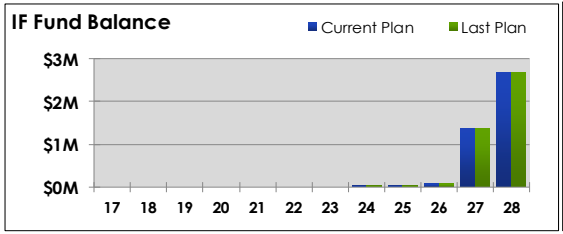
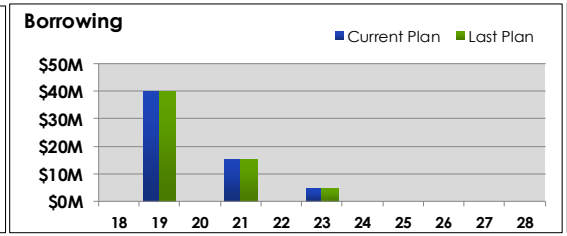
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2022	FY 2027
Water Rate Plan	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	21.57%	55.31%
Last Plan	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	21.57%	55.31%
Sewer Rate Plan	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	21.62%	55.37%
Last Plan	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	21.57%	55.31%
Reuse Rate Plan	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%		
Last Plan	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%		
Senior-Lien DSC	3.22	2.34	2.40	2.42	2.60	2.78	3.73	4.07	4.45	5.08	5.58		
Last Plan	3.22	2.34	2.40	2.42	2.60	2.78	3.73	4.07	4.45	5.08	5.58		
Avg Bill (5,000 gal)	$78.97	$82.94	$87.08	$91.44	$96.03	$100.87	$105.94	$111.26	$116.82	$122.68	$128.81		
Last Plan	$78.97	$82.94	$87.08	$91.44	$96.03	$100.87	$105.94	$111.26	$116.82	$122.68	$128.81	R&E Types	-
Change $		*$3.97*	*$4.14*	*$4.36*	*$4.59*	*$4.84*	*$5.07*	*$5.32*	*$5.56*	*$5.86*	*$6.13*	Check	-

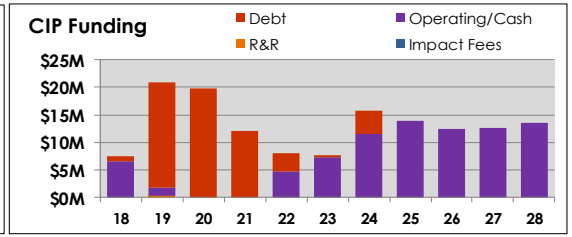












		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	**WATER, SEWER AND REUSE RATE REVENUE**											
2	Base Rate Revenue	$ 51,554,936	51,554,936	54,478,199	57,617,795	60,930,590	64,425,888	68,113,483	72,003,687	76,107,356	80,435,919	85,001,406
3	Additional Revenue From Growth	-	407,264	478,373	498,323	519,120	540,799	563,400	586,961	611,526	637,136	663,839
4	**Subtotal: Base Revenue With Growth**	**$ 51,554,936**	**51,962,200**	**54,956,572**	**58,116,119**	**61,449,710**	**64,966,687**	**68,676,882**	**72,590,648**	**76,718,882**	**81,073,056**	**85,665,245**
5	Weighted Average Rate Increase	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
6	Additional Rate Revenue From Rate Increase	-	2,598,110	2,747,829	2,905,806	3,072,486	3,248,334	3,433,844	3,629,532	3,835,944	4,053,653	4,283,262
7	Price Elasticity Adjustment	-	(82,110)	(86,606)	(91,334)	(96,308)	(101,539)	(107,040)	(112,824)	(118,907)	(125,302)	(132,026)
8	**Total Rate Revenue**	**$ 51,554,936**	**54,478,199**	**57,617,795**	**60,930,590**	**64,425,888**	**68,113,483**	**72,003,687**	**76,107,356**	**80,435,919**	**85,001,406**	**89,816,482**
9	**Plus: Other Operating Revenues**											
10	Other Operating Revenues	$ 3,062,591	3,166,923	3,302,554	3,444,967	3,594,500	3,751,510	3,916,371	4,089,474	4,271,233	4,462,080	4,662,469
11	**Equals: Total Operating Revenue**	**$ 54,617,527**	**57,645,122**	**60,920,350**	**64,375,557**	**68,020,388**	**71,864,993**	**75,920,058**	**80,196,830**	**84,707,152**	**89,463,486**	**94,478,951**
12	**Less: Operating Expenses**											
13	Personal Services	$ (13,637,177)	(14,768,043)	(15,326,535)	(15,848,097)	(16,388,394)	(16,948,143)	(17,528,089)	(18,129,009)	(18,751,710)	(19,397,034)	(20,065,856)
14	Variable O&M Expenses	(5,535,621)	(5,701,690)	(5,872,741)	(6,048,923)	(6,230,391)	(6,417,302)	(6,609,821)	(6,808,116)	(7,012,360)	(7,222,730)	(7,439,412)
15	Fixed O&M Expenses	(17,672,782)	(18,939,007)	(19,521,878)	(20,178,838)	(20,860,121)	(21,566,804)	(22,300,019)	(23,139,033)	(23,886,423)	(24,663,251)	(25,449,395)
16	**Equals: Net Operating Income**	**$ 17,771,947**	**18,236,383**	**20,199,196**	**22,299,700**	**24,541,483**	**26,932,744**	**29,482,128**	**32,120,672**	**35,056,660**	**38,180,470**	**41,524,287**
17	**Plus: Non-Operating Income/(Expense)**											
18	Non-Operating Revenue	$ 25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
19	Interest Income	126,850	158,739	218,319	316,982	417,453	497,056	575,832	663,241	748,067	913,033	1,127,741
20	Water Impact Fees	1,757,911	1,956,995	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904
21	Sewer Impact Fees	113,716	118,994	129,812	129,812	129,812	129,812	129,812	129,812	129,812	129,812	129,812
22	Restricted Interest Income	47,733	78,325	116,639	149,901	187,056	220,757	257,068	292,468	300,562	324,512	364,516
23	**Equals: Net Income**	**$ 19,843,157**	**20,574,436**	**22,823,871**	**25,056,299**	**27,435,707**	**29,940,273**	**32,604,744**	**35,366,096**	**38,395,005**	**41,707,731**	**45,306,260**
24	**Less: Revenues Excluded From Coverage Test**											
25	Impact Fees	$ (1,871,627)	(2,075,989)	(2,264,716)	(2,264,716)	(2,264,716)	(2,264,716)	(2,264,716)	(2,264,716)	(2,264,716)	(2,264,716)	(2,264,716)
26	Restricted Interest Income	(47,733)	(78,325)	(116,639)	(149,901)	(187,056)	(220,757)	(257,068)	(292,468)	(300,562)	(324,512)	(364,516)
27	Transfers In	-	-	-	-	-	-	-	-	-	-	-
28	**Equals: Net Income Available For Debt Service**	**$ 17,923,798**	**18,420,122**	**20,442,516**	**22,641,682**	**24,983,936**	**27,454,800**	**30,082,961**	**32,808,913**	**35,829,726**	**39,118,503**	**42,677,028**
29	**Senior-Lien Debt Service Coverage Test**											
30	Existing Debt Service	$ 5,559,832	5,686,232	5,680,695	5,680,020	5,685,332	5,690,645	3,800,414	3,805,351	3,799,176	3,451,907	3,395,936
31	Cumulative New Debt Service	-	2,183,455	2,840,738	3,679,453	3,931,930	4,180,855	4,255,789	4,255,789	4,255,789	4,255,789	4,255,789
32	**Total Senior-Lien Debt Service**	**5,559,832**	**7,869,687**	**8,521,433**	**9,359,473**	**9,617,263**	**9,871,500**	**8,056,202**	**8,061,140**	**8,054,965**	**7,707,696**	**7,651,725**
33	**Calculated Debt Service Coverage (Test I) 2.00 Req.**	3.22	2.34	2.40	2.42	2.60	2.78	3.73	4.07	4.45	5.08	5.58
34	**Calculated Debt Service Coverage (Test II) 2.00 Req.**	3.56	2.60	2.66	2.66	2.83	3.01	4.02	4.35	4.73	5.37	5.87
35	Net Income Available For SRF Debt Service	$ 17,923,798	18,420,122	20,442,516	22,641,682	24,983,936	27,454,800	30,082,961	32,808,913	35,829,726	39,118,503	42,677,028
36	**Cash Flow Test**											
37	Net Income Available For Debt Service	$ 17,923,798	18,420,122	20,442,516	22,641,682	24,983,936	27,454,800	30,082,961	32,808,913	35,829,726	39,118,503	42,677,028
38	Net Interfund Transfers (In - Out)	(7,270,871)	(8,384,099)	(8,516,701)	(8,861,874)	(9,222,098)	(9,598,062)	(9,990,488)	(10,395,447)	(10,825,653)	(11,274,749)	(11,744,896)
39	Net Debt Service Payment (Debt Service - Impact Fees Payment)	(6,197,685)	(8,303,179)	(8,766,196)	(9,604,226)	(9,683,387)	(9,755,482)	(7,803,005)	(7,339,465)	(6,818,568)	(7,707,696)	(7,651,725)
40	Other Below The Line Expenses	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
41	**Net Cash Flow**	**$ 4,454,241**	**1,731,845**	**3,158,618**	**4,174,582**	**6,077,451**	**8,100,256**	**12,288,468**	**15,073,000**	**18,184,506**	**20,135,059**	**23,279,408**
42	**Unrestricted Working Capital Reserve Fund Test**											
43	Balance At Beginning Of Fiscal Year	$ 14,845,501	12,741,955	13,136,246	16,294,864	20,469,446	21,739,453	22,466,125	23,218,965	24,340,278	30,005,055	37,537,594
44	Cash Flow Surplus/(Deficit)	4,454,241	1,731,845	3,158,618	4,174,582	6,077,451	8,100,256	12,288,468	15,073,000	18,184,506	20,135,059	23,279,408
45	Projects Designated to be Paid with Cash	(6,557,788)	-	-	-	-	-	-	-	-	-	-
46	Projects Paid With Reserve Funds (Non Specified Funds)	-	(1,337,553)	-	-	(4,807,444)	(7,373,584)	(11,535,628)	(13,951,687)	(12,519,728)	(12,602,520)	(13,635,337)
47	**Balance At End Of Fiscal Year**	$ 12,741,955	13,136,246	16,294,864	20,469,446	21,739,453	22,466,125	23,218,965	24,340,278	30,005,055	37,537,594	47,181,664
48	Minimum Working Capital Reserve Target	12,281,860	13,136,246	16,967,147	21,037,929	21,739,453	22,466,125	23,218,965	24,038,079	24,825,246	25,641,508	26,477,332
49	**Excess Working Capital Above Target**	**$ 460,095**	**-**	**(672,283)**	**(568,483)**	**-**	**-**	**-**	**302,199**	**5,179,809**	**11,896,086**	**20,704,333**

Final Capital Projects Funding Sources	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Renewal & Replacement	$ -	369,657	-	-	-	-	-	-	-	-	-
Revenue Fund	-	1,337,553	-	-	4,807,444	7,373,584	11,535,628	13,951,687	12,519,728	12,602,520	13,635,337
Senior-Lien Debt Proceeds	927,713	19,243,560	19,783,711	12,025,703	3,321,923	305,200	4,249,864	-	-	-	-
Projects Designated To Be Paid With Cash	6,557,788	-	-	-	-	-	-	-	-	-	-
Total Projects Paid	**$ 7,485,501**	**20,950,770**	**19,783,711**	**12,025,703**	**8,129,367**	**7,678,784**	**15,785,492**	**13,951,687**	**12,519,728**	**12,602,520**	**13,635,337**
Total CIP Input	**$ 7,485,501**	**20,950,770**	**19,783,711**	**12,025,703**	**8,129,367**	**7,678,784**	**15,785,492**	**13,951,687**	**12,519,728**	**12,602,520**	**13,635,337**
Variance	-	-	-	-	-	-	-	-	-	-	-

			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
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			$ -	43,669,104	-	16,774,305	-	4,978,492	-	-	-	-	-
Interest During Construction													
Total Sources			**$ -**	**43,669,104**	**-**	**16,774,305**	**-**	**4,978,492**	**-**	**-**	**-**	**-**	**-**
Uses of Funds													
Proceeds			-	39,954,984	-	15,347,626	-	4,555,064	-	-	-	-	-
Cost of Issuance	2.00%	of Par	-	873,382	-	335,486	-	99,570	-	-	-	-	-
Underwriter's Discount	-	per $1,000	-	-	-	-	-	-	-	-	-	-	-
Bond Insurance	0	times total Debt Service	-	-	-	-	-	-	-	-	-	-	-
Capitalized Interest	0	Years Interest	-	-	-	-	-	-	-	-	-	-	-
Debt Service Surety	0.00%	of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve	1	Year(s) of Debt Service	-	2,840,738	-	1,091,193	-	323,858	-	-	-	-	-
Other Costs			-	-	-	-	-	-	-	-	-	-	-
Total Uses			$ -	43,669,104	-	16,774,305	-	4,978,492	-	-	-	-	-
1 Year Interest			-	2,183,455	-	838,715	-	248,925	-	-	-	-	-
Annual Debt Service			$ -	2,840,738	-	1,091,193	-	323,858	-	-	-	-	-
Total Debt Service			-	85,222,137	-	32,735,778	-	9,715,741	-	-	-	-	-
Cumulative New Annual Senior Lien Debt Service			**$ -**	**2,183,455**	**2,840,738**	**3,679,453**	**3,931,930**	**4,180,855**	**4,255,789**	**4,255,789**	**4,255,789**	**4,255,789**	**4,255,789**

			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Term (Years)			20	20	20	20	20	20	20	20	20	20	20
Interest Rate			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Sources of Funds													
Par Amount			$ -	-	-	-	-	-	-	-	-	-	-
Uses of Funds													
Proceeds			-	-	-	-	-	-	-	-	-	-	-
Cost of Issuance	0.00%	of Par	-	-	-	-	-	-	-	-	-	-	-
Loan Repayment Res.	0.00%	of Capital Cost	-	-	-	-	-	-	-	-	-	-	-
Loan Service Fee	2.0%	of Capital Cost	-	-	-	-	-	-	-	-	-	-	-
Capitalized Interest	0	Years Interest	-	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve	0	Years of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Other Costs			-	-	-	-	-	-	-	-	-	-	-
Total Uses			$ -	-	-	-	-	-	-	-	-	-	-
1 Year Interest			-	-	-	-	-	-	-	-	-	-	-
Annual Debt Service			$ -	-	-	-	-	-	-	-	-	-	-
Total Debt Service			-	-	-	-	-	-	-	-	-	-	-
Cumulative New Annual SRF Loan Debt Service			**$ -**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

	Summary By Fund		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	**WATER IMPACT FEES**												
2	Balance At Beginning Of Fiscal Year	$	-	-	-	-	-	-	-	-	-	-	1,189,624
3	Annual Revenues		1,757,911	1,956,995	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904	2,134,904
4	Less: Annual Expenses		-	-	-	-	-	-	-	-	-	-	-
5	Less: Payment Of Debt Service		(1,757,911)	(1,956,995)	(2,134,904)	(2,134,904)	(2,134,904)	(2,134,904)	(2,134,904)	(2,134,904)	(2,134,904)	(959,967)	(959,967)
6	**Subtotal**	**$**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,174,937**	**2,364,561**
7	Less: Restricted Funds		-	-	-	-	-	-	-	-	-	-	-
8	**Total Amount Available For Projects**		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,174,937**	**2,364,561**
9	Amount Paid For Projects		-	-	-	-	-	-	-	-	-	-	-
10	**Subtotal**		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,174,937**	**2,364,561**
11	Plus: Restricted Funds		-	-	-	-	-	-	-	-	-	-	-
12	Plus: Interest Earnings		-	-	-	-	-	-	-	-	-	14,687	44,427
13	Less: Interest Allocated To Cash Flow		-	-	-	-	-	-	-	-	-	-	-
14	**Balance At End Of Fiscal Year**	**$**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,189,624**	**2,408,989**
15	**SEWER IMPACT FEES**												
16	Balance At Beginning Of Fiscal Year	$	-	-	-	-	-	-	-	9,468	33,423	73,978	177,774
17	Annual Revenues		113,716	118,994	129,812	129,812	129,812	129,812	129,812	129,812	129,812	129,812	129,812
18	Less: Annual Expenses		-	-	-	-	-	-	-	-	-	-	-
19	Less: Payment Of Debt Service		(113,716)	(118,994)	(129,812)	(129,812)	(129,812)	(129,812)	(120,449)	(106,386)	(90,583)	(29,124)	(29,124)
20	**Subtotal**		**-**	**-**	**-**	**-**	**-**	**-**	**9,363**	**32,894**	**72,652**	**174,666**	**278,462**
21	Less: Restricted Funds		-	-	-	-	-	-	-	-	-	-	-
22	**Total Amount Available For Projects**		**-**	**-**	**-**	**-**	**-**	**-**	**9,363**	**32,894**	**72,652**	**174,666**	**278,462**
23	Amount Paid For Projects		-	-	-	-	-	-	-	-	-	-	-
24	**Subtotal**		**-**	**-**	**-**	**-**	**-**	**-**	**9,363**	**32,894**	**72,652**	**174,666**	**278,462**
25	Add Back: Restricted Funds		-	-	-	-	-	-	-	-	-	-	-
26	Plus: Interest Earnings		-	-	-	-	-	-	105	530	1,326	3,108	5,703
27	Less: Interest Allocated To Cash Flow		-	-	-	-	-	-	-	-	-	-	-
28	**Balance At End Of Fiscal Year**	**$**	**-**	**-**	**-**	**-**	**-**	**-**	**9,468**	**33,423**	**73,978**	**177,774**	**284,165**
29	**RENEWAL & REPLACEMENT**												
30	Balance At Beginning Of Fiscal Year	$	3,119,657	3,119,657	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
31	Annual Revenues		-	-	-	-	-	-	-	-	-	-	-
32	Less: Annual Expenses		-	-	-	-	-	-	-	-	-	-	-
33	Less: Payment Of Debt Service		-	-	-	-	-	-	-	-	-	-	-
34	**Subtotal**		**3,119,657**	**3,119,657**	**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**
35	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)
36	Total Amount Available For Projects		369,657	369,657	-	-	-	-	-	-	-	-	-
37	Amount Paid For Projects		-	(369,657)	-	-	-	-	-	-	-	-	-
38	**Subtotal**		**369,657**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
39	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
40	Plus: Interest Earnings		23,397	29,348	34,375	41,250	48,125	55,000	61,875	68,750	68,750	68,750	68,750
41	Less: Interest Allocated To Cash Flow		(23,397)	(29,348)	(34,375)	(41,250)	(48,125)	(55,000)	(61,875)	(68,750)	(68,750)	(68,750)	(68,750)
42	**Balance At End Of Fiscal Year**	**$**	**3,119,657**	**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**

	Summary By Fund	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
43	**REVENUE FUND**											
44	Balance At Beginning Of Fiscal Year	$ 14,845,501	12,741,955	13,136,246	16,294,864	20,469,446	21,739,453	22,466,125	23,218,965	24,340,278	30,005,055	37,537,594
45	Net Cash Flow	4,454,241	1,731,845	3,158,618	4,174,582	6,077,451	8,100,256	12,288,468	15,073,000	18,184,506	20,135,059	23,279,408
46	Less: Cash-Funded Capital Projects	(6,557,788)	-	-	-	-	-	-	-	-	-	-
47	Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
48	**Subtotal**	**12,741,955**	**14,473,799**	**16,294,864**	**20,469,446**	**26,546,897**	**29,839,708**	**34,754,593**	**38,291,965**	**42,524,783**	**50,140,114**	**60,817,001**
49	Less: Restricted Funds	(12,281,860)	(13,136,246)	(16,294,864)	(20,469,446)	(21,739,453)	(22,466,125)	(23,218,965)	(24,038,079)	(24,825,246)	(25,641,508)	(26,477,332)
50	Total Amount Available For Projects	460,095	1,337,553	-	-	4,807,444	7,373,584	11,535,628	14,253,886	17,699,537	24,498,606	34,339,670
51	Amount Paid For Projects	-	(1,337,553)	-	-	(4,807,444)	(7,373,584)	(11,535,628)	(13,951,687)	(12,519,728)	(12,602,520)	(13,635,337)
52	**Subtotal**	**460,095**	**-**	**-**	**-**	**-**	**-**	**-**	**302,199**	**5,179,809**	**11,896,086**	**20,704,333**
53	Add Back: Restricted Funds	12,281,860	13,136,246	16,294,864	20,469,446	21,739,453	22,466,125	23,218,965	24,038,079	24,825,246	25,641,508	26,477,332
54	Plus: Interest Earnings	103,453	129,391	183,944	275,732	369,328	442,056	513,957	594,491	679,317	844,283	1,058,991
55	Less: Interest Allocated To Cash Flow	(103,453)	(129,391)	(183,944)	(275,732)	(369,328)	(442,056)	(513,957)	(594,491)	(679,317)	(844,283)	(1,058,991)
56	**Balance At End Of Fiscal Year**	**$ 12,741,955**	**13,136,246**	**16,294,864**	**20,469,446**	**21,739,453**	**22,466,125**	**23,218,965**	**24,340,278**	**30,005,055**	**37,537,594**	**47,181,664**
57	**DEBT SERVICE RESERVE**											
58	Balance At Beginning Of Fiscal Year	$ 6,364,358	6,412,091	9,331,153	9,447,793	10,688,886	10,875,942	11,420,557	11,677,520	11,969,458	12,268,694	12,575,411
59	Additional Funds:	-	-	-	-	-	-	-	-	-	-	-
60	Debt Service Reserve On New Debt	$0	$2,840,738	$0	$1,091,193	$0	$323,858	$0	$0	$0	$0	$0
61	Other Additional Funds	-	-	-	-	-	-	-	-	-	-	-
62	**Subtotal**	**6,364,358**	**9,252,829**	**9,331,153**	**10,538,985**	**10,688,886**	**11,199,800**	**11,420,557**	**11,677,520**	**11,969,458**	**12,268,694**	**12,575,411**
63	Plus: Interest Earnings	47,733	78,325	116,639	149,901	187,056	220,757	256,963	291,938	299,236	306,717	314,385
64	Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
65	**Balance At End Of Fiscal Year**	**$ 6,412,091**	**9,331,153**	**9,447,793**	**10,688,886**	**10,875,942**	**11,420,557**	**11,677,520**	**11,969,458**	**12,268,694**	**12,575,411**	**12,889,797**

Legislation Details (With Text)

File #:	18-273	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	6/26/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve Resolution No. 2018-059 amending Resolution No. 93-27 (the “Master Resolution”), as amended, to modernize certain provisions. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Amend to Master Resolution 2018 amendments (01387844).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 6, 2018
Agenda Date: August 14, 2018
Prepared By: Anne Quesada, Accounting Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
Approve Resolution No. 2018-___ amending Resolution No. 93-27 (the “Master Resolution”), as amended, to modernize certain provisions.

BACKGROUND:

Resolution No. 93-27 (the “Master Resolution”), which was adopted by City Council on August 18, 1993, authorized the issuance of obligations of the City entitled “City of Cocoa, Florida Water and Sewer System Revenue Bonds”. The Master Resolution has been amended several times since 1993. See “Previous Action” below for details. On advice from the City’s Financial Advisor and Bond Counsel, it is in the best interest of the City to modernize certain provisions of the Master Resolution and recognize changes that have taken place in the financial markets. Amendments include, but are not limited to, the following:

- Adds the definition of “Balloon Indebtedness”, “Consultant”, “Rate of Return Factor”, “Working Capital Reserve Amount”;
- Amends the definition of “Debt Service”, “Insurer”, “Principal and Interest Requirement”, “Reserve Fund Requirement”, “Reserve Policy”, “Reserve Policy Issuer”;
- Deletes the definition of “General Account”;
- Amends Section 502 to create additional special funds designated “Working Capital Reserve Fund” and “Return on Investment Fund”;
- Adds Section 502(a)(h) which describes the flow of funds into and out of the new Working

Capital Reserve Fund;
- Adds Section 502(a)(i) which describes the flow of funds into and out of the new Return on Investment Fund
- Changes from “two-thirds” to “a majority” of the Holders required to consent to and approve the adoption of amendments to the Master Resolution.

Staff recommends approval of Resolution No. 2018-___. The amendments contained in said Resolution shall become effective on the date that the two Bond Insurers and the Holders of not less than two-thirds of the Bonds Outstanding under the Master Resolution have consented to and approved the adoption of this Resolution.

Additionally, given the fluidity of the upcoming bond transaction and the numerous documents involved in the transaction, Staff is requesting as part of this Agenda Item that the City Manager and Mayor, in consultation with the City’s bond team, be given the authority to make technical modifications to the proposed Amendments to the extent necessary prior to the pre-closing on the upcoming bond transaction, and that the Mayor be authorized to execute the final version of the Resolution including incorporating any necessary technical amendments.

STRATEGIC PLAN CONNECTION:

Modernizing the Master Resolution recognizes recent changes in the financial markets, provides more options to the City when seeking long-term financing, and memorializes certain decisions and procedures.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

Resolution No. 93-27 was amended by Res. No. 97-23 on April 22, 1997; Res. No. 98-2 on January 13, 1998; Res. No. 2007-44 on May 8, 2007; Res. No. 2009-104 on September 8, 2009; Res. No. 2009-105 on September 8, 2009; and Res. No. 2018-___ on July 24, 2018.

RECOMMENDED MOTION:

Approve Resolution No. 2018-___ amending Resolution No. 93-27 (the “Master Resolution”), as amended, to modernize certain provisions.

RESOLUTION NO. 2018-059

A RESOLUTION AMENDING RESOLUTION NO. 93-27, AS AMENDED, OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA RELATED TO MODERNIZING CERTAIN PROVISIONS; PROVIDING FOR THE NOTICE OF THE AMENDMENTS AS REQUIRED BY THE MASTER RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the City Council (the "City Council") of the City of Cocoa, Florida (the "City"), duly adopted Resolution No. 93-27 on August 18, 1993, as amended and supplemented (the "Master Resolution"), which authorized the issuance of obligations of the City entitled "City of Cocoa, Florida Water and Sewer System Revenue Bonds;" and

WHEREAS, it is in the best interest of the City to modernize certain provisions of the Master Resolution and recognize changes that have taken place in the financial markets and provide for certain Amendments to the Master Resolution set forth in Section 2 hereof (the "Amendments"); and

WHEREAS, the City has previously issued its Water and Sewer System Refunding Revenue Bonds, Series 1999 (the "Series 1999 Bonds") which are currently outstanding in the aggregate principal amount of $1,300,000; its Water and Sewer System Refunding Revenue Bonds, Series 2003 currently outstanding in the principal amount of $9,435,000 (the "Series 2003 Bonds"); its Water and Sewer System Revenue Bonds, Series 2009A currently outstanding in the principal amount of $8,795,000 (the "Series 2009A Bonds"); its Water and Sewer System Refunding Revenue Bonds, Series 2009B currently outstanding in the principal amount of $13,820,000 (the "Series 2009B Bonds"); and its Water and Sewer System Revenue Bonds, Series 2010 currently outstanding in the principal amount of $24,770,000 (the "Series 2010 Bonds" and, together with the Series 1999 Bonds, the Series 2003 Bonds, the Series 2009A Bonds, and the Series 2009B Bonds, are referred to collectively herein as the "Prior Bonds").

WHEREAS, the Prior Bonds are currently outstanding in the aggregate principal amount of $58,120,000; and

WHEREAS, Section 1102 of the Master Resolution authorizes the amendment of the Master Resolution with the consent of the Insurers of any outstanding Bonds under the Master Resolution together with the Holders of not less than two-thirds (2/3) of the principal amount of the Bonds then Outstanding; and

WHEREAS, National Public Financial Guarantee Corporation, as successor in interest to MBIA Insurance Corporation ("MBIA"), as reinsurer and administrator of the bond insurance policy for the Series 1999 Bonds issued by FGIC (pursuant to the Reinsurance Agreement dated September 30, 2008 and the Administrative Servicing Agreement dated December 1, 2008 by and between MBIA and FGIC), is the Insurer for the Series 1999 Bonds (the "1999 Bonds Insurer") and will be required to grant its consent to the Amendments prior to the amendments becoming effective; provided the 1999 Bonds are Outstanding; and

WHEREAS, Ambac Assurance Corporation is the Insurer for the Series 2003 Bonds (the "2003 Bonds Insurer") and will be required to grant its consent to the Amendments prior to the amendments becoming effective.

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Master Resolution, the Act, as defined in the Master Resolution, and other applicable provisions of law.

SECTION 2. AMENDMENTS TO THE MASTER RESOLUTION. Section 1102 of the Master Resolution permits the amendment of the Master Resolution with the consents of the 1999 Bonds Insurer and the 2003 Bonds Insurer together with the Holders of not less than two-thirds (2/3) in aggregate principal amount of the Bonds then Outstanding. The City will seek the consents of the Holders of not less than two-thirds (2/3) in aggregate principal amount of the Bonds then Outstanding. At such time as the consents of such Holders the 1999 Bonds Insurer and the 2003 Bonds Insurer are received, the Amendments shall become effective. The Master Resolution is hereby amended as follows:

(a) Amendments to Section 101 of the Master Resolution.

(i) A definition of "Balloon Indebtedness" is hereby added to Section 101 of the Master Resolution to read as follows:

"Balloon Indebtedness" means Bonds, 20% or more of the principal payments of which are due in a single year, which portion of the principal is not required by the Subsequent Resolution pursuant to which such Bonds are issued to be amortized by redemption prior to such date.

(ii) A definition of "Consultant" is hereby added to Section 101 of the Master Resolution to read as follows:

"Consultant" means an individual, firm or firms which is a professional management consultant, engineer, rate consultant, financial advisor, investment banking firm, accountant or accounting firm or insurance consultant, as appropriate, of Florida and/or national repute for having the skill and experience necessary to render the particular report required by the provision hereof in which such requirement appears.

(iii) The definition of "Debt Service" provided in Section 101 of the Master Resolution is hereby amended in its entirety to read as follows:

"Debt Service" shall mean, collectively, the principal, Accreted Value, Maturity Amount, interest, and redemption premium, if any, payable at any given time with respect to a Series of Bonds ~~the Outstanding Bonds~~.

(iv) The definition of "Insurer" provided in Section 101 of the Master Resolution is hereby amended in its entirety to read as follows:

"Insurer" shall mean the issuer of any Insurance Policy or any successor corporation that assumes the obligations of any such issuer. All references in this Resolution to an Insurer shall be deemed to be deleted at such time as there are no Bonds of a Series Outstanding with respect to which the ~~any~~ Insurer has issued an Insurance Policy.

(v) The definition of "Principal and Interest Requirement" provided in Section 101 of the Master Resolution is hereby amended in its entirety to read as follows:

"Principal and Interest Requirement" for a given Bond Year shall mean the respective amounts which, after subtracting accrued interest from the date of any Series of Bonds to the date of initial delivery of such Series of Bonds, after subtracting any interest subsidy payments or tax credit payments actually received from the federal government with respect to such Bond Year with respect to taxable tax-credit or interest subsidy Bonds issued or to be issued by the City, and after subtracting capitalized interest, in each case to the extent that such interest is deposited to the credit of the Interest Account for such Bond Year, are required in each Bond Year to provide:

(a) for paying the interest on all Bonds then Outstanding which is payable in such Bond Year;

(b) for paying the principal or Maturity Amount of all Serial Bonds then Outstanding which is payable in such Bond Year; and

(c) the Amortization Installments, if any, for all Term Bonds then Outstanding for such Bond Year;

provided, however, that for purposes of determining the Principal and Interest Requirement with respect to Variable Rate Bonds, the interest rate shall be assumed to be the greater of (i) the interest rate reflected in The Bond Buyer "20 Bond index" published immediately before the date as of which the Principal and Interest Requirement is being determined, or (ii) 110% of the most recent average annual interest rate on outstanding Variable Rate Bonds, if any.

If Bonds are payable at the option of the Holder, the "put" date or dates shall be ignored and the stated maturity dates thereof shall be used for purposes of calculating the Principal and Interest Requirement.

For purposes of determining the Principal and Interest Requirement with respect to Balloon Indebtedness, the City may elect, such election to be evidenced by a certificate of the Chief Financial Officer filed with the City Clerk, to treat the amount of principal

which would be payable in such Bond Year as the amount of principal that would have been amortized had the Balloon Indebtedness been issued from the date of incurrence and amortized on a level debt service basis over a period of not to exceed the lesser of (i) thirty (30) years or (ii) the average useful life of the assets being financed calculated from the respective placed in service date.

(vi) The definition of "Rate of Return Factor" is hereby added to Section 101 of the Master Resolution to read as follows:

"Rate of Return Factor" " shall be an amount equal to six percent (6%) of the total of the original cost of the Water and Sewer System fixed assets to include land, buildings, improvements other than buildings, and machinery and equipment less (i) accumulated depreciation on those fixed assets as determined by City's Chief Financial Officer based upon the audit of the immediately preceding Fiscal Year and (ii) the cost of capital fixed assets contributed to the City by other parties less the accumulated depreciation on those contributed assets as determined by the City's Chief Financial Officer. The Rate of Return Factor may be adjusted from time to time by the adoption of a resolution by super majority vote of the City Council.

(vii) The definition of "Reserve Fund Requirement" provided in Section 101 of the Master Resolution is hereby amended in its entirety to read as follows only with respect to Bonds issued after the effective date of the amendments provided for in this Resolution:

"Reserve Fund Requirement" shall mean, as of any date of calculation, the amount set forth in the Subsequent Resolution authorizing the issuance of the Series of Bonds ~~the lesser of (a) the Maximum Principal and Interest Requirement, (b) 125% of average annual Debt Service for all Outstanding Bonds that are secured by amounts on deposit in the Reserve Fund, or (c) the lesser of (i) 10% of the stated principal amount of each Series of Bonds that is secured by amounts on deposit in the Reserve Fund or (ii) 10% of the issue price (net of accrued interest) of each such Series unless, in the opinion of bond counsel to the City, the amount of original issue discount or premium with respect to such Series is de minimis, in which case (i) shall apply~~.

(viii) The definition of "Reserve Policy" provided in Section 101 of the Master Resolution is hereby amended in its entirety to read as follows:

"Reserve Policy" shall mean a municipal bond debt service reserve fund policy, letter of credit, line of credit, guarantee, or other similar form of credit, deposited in a subaccount of the Reserve Fund for a particular Series of Bonds.

(ix) The definition of "Reserve Policy Issuer" provided in Section 101 of the Master Resolution is hereby amended in its entirety to read as follows:

"Reserve Policy Issuer" shall mean any issuer of a Reserve Policy; provided,

however, that in order to issue a Reserve Policy the claims paying ability of the issuer thereof must be rated in one of the three ~~the~~ highest rating categories by Moody's or by S & P.

(x) The definition of Utility Revenue Sufficiency Analysis" is hereby added to Section 101 of the Master Resolution to read as follows:

"Utility Revenue Sufficiency Analysis" is an annual report prepared by the City's Consultant consisting of a multi-year financial plan for the Water & Sewer System that will determine the level of annual revenue required to satisfy the short and long term financial needs and requirements of the Water & Sewer System.

(xi) The definition of "Working Capital Reserve Amount" is hereby added to Section 101 of the Master Resolution to read as follows:

"Working Capital Reserve Amount" shall mean the amount sufficient to fund the City's Water and Sewer System operating reserves, as determined from time to time by the City, cash funded capital expenditures, carry forward amounts for cash funded **projects not completed in the prior Fiscal Year and savings accumulated for future** capital requirements as determined annually by the City based on the Utility Revenue Sufficiency Analysis.

(b) Subparagraph (c) of Section 208 of the Master Resolution is amended and restated in its entirety to read as follows:

(c) A certificate of the Chief Financial Officer or Consultant ~~or Accountant~~:

(i) stating that ~~he~~ such person or firm has reviewed ~~has audited~~ the books and records of the City relating to the collection and receipt of the Pledged Impact Fees and the Net Revenues ~~for the Fiscal Year immediately preceding the Fiscal Year within which the Additional Bonds are proposed to be issued~~;

(ii) setting forth the amount of the Net Revenues, adjusted as provided below, and the Pledged Impact Fees, for a period of 12 consecutive months of the immediately preceding 18 months (the "Test Period"); and

(iii) stating that the aggregate amount of ~~such Net Revenues, adjusted as provided below, is equal to not less than 110% of the Maximum Principal and Interest Requirement on all Bonds then Outstanding and on the proposed Additional Bonds, and that the aggregate amount of~~ such Net Revenues, adjusted as provided below, together with the Pledged Impact Fees collected in such Test Period ~~immediately preceding Fiscal Year~~, is equal to not less than 125% of the Maximum Principal and Interest Requirement on all Bonds then Outstanding and on the proposed Additional Bonds.

The Net Revenues for such immediately preceding Fiscal Year may be adjusted by the

Chief Financial Officer or Consultant ~~Accountant~~ in order to satisfy the requirements of clause (iii) above to reflect for such immediately preceding Fiscal Year (a) any increases in the rates, fees, rentals or other charges for the products, services and facilities of the Water and Sewer System that constitute Revenues and that are made and in effect after the commencement of such Fiscal Year and before the date of such certificate, (b) any increases in Net Revenues caused by any new projects of the Water and Sewer System having been placed into use and operation subsequent to the date of commencement of such Fiscal Year and prior to the date of such certificate, (c) the amount of Net Revenues estimated by the Consultant ~~Consulting Engineer~~, which estimate shall be certified in writing by the Consultant ~~Consulting Engin~~eer, to be the Net Revenues that would have been derived during such immediately preceding Fiscal Year from the operation of any Improvements to be constructed or acquired out of the proceeds of such Additional Bonds or that would have been derived from the operation of any other project of the Water and Sewer System actually under construction but not in use and operation on the date of such certificate, as if such Improvement or other project had been a part of the Water and Sewer System during such immediately preceding Fiscal Year.

(c) The third to the last subparagraph of subparagraph (g) of Section 208 of the Master Resolution is amended and restated in its entirety to read as follows:

Notwithstanding the provisions hereof, (i) if the net proceeds of any Series of Additional Bonds are to be applied by the City solely for the purpose of refunding Outstanding Bonds and no part of such proceeds is to be applied to pay the Cost of constructing or acquiring Improvements, then the certificate of the Chief Financial Officer or Consultant ~~Accountant~~ referred to in clause (c)(iii) above need not be delivered, and (ii) if the net proceeds of any Series of Additional Bonds, are to be used both for the purpose of refunding Outstanding Bonds and for the purpose of paying the Cost of Improvements, the Bonds to be refunded shall not be deemed to be Outstanding for the purpose of clause (c)(iii) above in the certificate of the Chief Financial Officer or Consultant ~~Accountant~~ required by this Section 208.

(d) Section 302 of the Master Resolution is amended and restated in its entirety to read as follows:

> All notices of redemption shall specify the Bond or Bonds (or portions thereof) to be redeemed, and the date and place for redemption, shall be given by the Registrar on behalf of the City, and (i) shall be filed with the Paying Agent for such Bonds, (ii) shall be mailed by first class mail, postage prepaid, at least thirty days and not more than sixty days before the proposed redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of fifteen days before the mailing date, and (iii) shall be mailed by registered or certified mail, postage prepaid, or by telecopy or facsimile transmission at least thirty~~-five~~ days before the redemption date to the registered securities depositaries and two or more nationally recognized municipal bond information services. ~~Notice of any optional~~

~~redemption of Bonds shall be given only upon the prior deposit into the Redemption Account of amounts sufficient to pay the principal or Accreted Value of, interest accrued from the last interest payment date to the proposed redemption date on Current Interest Paying Bonds, and premium, if any, with respect to the Bonds to be redeemed.~~ Such notice may also provide that any redemption is conditioned on such funds being on deposit in the Redemption Account on the redemption date and that a failure to make such deposit shall not constitute an event of default hereunder.

~~Any required notice of redemption also shall be sent by registered mail, overnight delivery service, telecopy or other secure means, postage prepaid, to any Owner of $1,000,000 or more in aggregate principal amount of Bonds to be redeemed, to certain municipal registered Securities Depositories (described below) which are known to the Bond Registrar to be holding Bonds thirty-two (32) days prior to the redemption date and to at least two of the national Information Services (described below) that disseminate securities redemption notices, when possible, at least thirty (30) days, prior to the redemption date; provided that neither failure to send or receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.~~

~~Securities Depositories include: The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530, Fax (516) 227-4164 or 4190, Attention: Call Notification; Midwest Securities Trust Company, Capital Structures-Call Notification, 440 South LaSalle Street, Chicago, Illinois 60605, Fax (312) 663-2959 or 2960; Philadelphia Depository Trust Company, Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 19103, Attention: Bond Department, Fax (215) 496-5058; or, in accordance with the then-current guidelines of the Securities and Exchange Commission, to such other addresses and/or such other securities depositories or any such other depositories as the District may designate in writing to the Bond Registrar.~~[9]

~~Information Services include: Financial Information, Inc., 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Called Bond Service Editor; Kenny Information Systems, Inc., 65 Broadway, 16th Floor, New York, New York 10006, Attention: Called Bond Department; Moody's Investors Services, 99 Church Street, New York, New York 10007, Attention: Called Bond Department; and Standard and Poor's Corporation 25 Broadway, New York, New York 10004, Attention: Called Bond Department; or, in accordance with the then-current guidelines of the Securities and Exchange Commission, to such other addresses and/or such other services providing information with respect to called bonds, or any other such services as the District may designate in writing to the Bond Registrar.~~

Failure to give notice by mailing to the Owner of any Bond designated for redemption shall not affect the validity of the proceedings for the redemption of any other Bonds as to which such notice was given. Failure of any Owner of any Bond to receive any notice of redemption given as provided hereinabove shall not affect the

validity of the proceedings for the redemption of such Bonds. Failure to give notice to any depository or information service shall not affect the validity of the proceedings for the redemption of any Bonds.

(e) Subsection (e) of Section 403 of the Master Resolution is amended and restated in its entirety to read as follows:

expenses of administration properly chargeable to such construction or acquisition, legal, architectural and engineering expenses and fees, cost of audits, and preparing and issuing the Bonds, fees and expenses of consultants, financing charges, taxes or other governmental charges lawfully assessed during construction, premiums on insurance in connection with construction, the cost of funding the Reserve Fund Requirement, if any, with respect to a Series of Bonds ~~Debt Service Reserve Fund~~ and all other items of expense not elsewhere in this Section specified, incident to the financing, construction or acquisition of any Improvements and the placing of the same in operation; and

(f) The first and second paragraphs of Section 502 of the Master Resolution are amended and restated in their entirety to read as follows:

A special fund is hereby created and designated "Debt Service Fund." There are hereby created in the Debt Service Fund three separate accounts designated "Interest Account," "Principal Account," and "Redemption Account." Additional special funds and accounts are hereby created and designated "Renewal and Replacement Fund," "Debt Service Reserve Fund" (herein called the "Reserve Fund" and within which may be established separate subaccounts with respect to separate Series of Bonds), "Operation and Maintenance Fund," "Working Capital Reserve Fund," "Return on Investment Fund," "Surplus Fund" (and within the Surplus Fund two separate accounts are hereby created and designated the "General Account" and the "Restricted Account"), "Sewer Impact Fee Fund" (and within the Sewer Impact Fee Fund there are hereby created two accounts designated the "Pledged Sewer Impact Fee Account" and the "Unpledged Sewer Impact Fee Account"), and "Water Impact Fee Fund" (and within the Water Impact Fee Fund there are hereby created two accounts designated the "Pledged Water Impact Fee Account" and the "Unpledged Water Impact Fee Account").

The moneys in each Fund and Account, except moneys in the Operation and Maintenance Fund and the Unpledged Impact Fee Accounts, are hereby irrevocably pledged to payment of Debt Service and payment of any other amounts required by this Resolution. Such Funds and Accounts, and the moneys therein shall ~~he~~ be held in trust and applied only as hereinafter provided with regard to each such Fund and Account. Pending such application, such Funds and Accounts, and the moneys therein, shall be subject to a lien and charge in favor of the Bondholders, prior and superior to any other

lien or encumbrance now existing or subsequently created.

(g) Subsection (e) of Section 502 (A) of the Master Resolution is amended and restated in its entirety to read as follows:

> to the Reserve Fund, (i) if at any time the amount on deposit in the Reserve Fund or any subaccount therein, together with the principal amount of any Reserve Policy on deposit in a subaccount of the Reserve Fund, is less than the Reserve Fund Requirement with respect to one or more Series of Bonds, an amount equal to not less than one-fourth (1/4th) of such deficiency in four or fewer substantially equal monthly deposits if such deficiency is a Valuation Deficiency and, if such deficiency is caused by a withdrawal from the Reserve Fund or any subaccount therein, an amount equal to one-twelfth (1/12th) of such deficiency in each of the twelve months following the month within which such withdrawal was made, and (ii) if a Reserve Policy shall be drawn upon, amounts necessary in each month to pay or reimburse the related Reserve Policy Issuer ~~Fund Credit Facility indebtedness~~ on the terms and conditions provided in such Reserve Policy. If there is more than one Reserve Policy ~~Credit Facility indebtedness~~, required repayments thereof shall be made on a pro rata basis (calculated by reference to the principal amounts thereof);

(h) Subsection (f) of Section 502 (A) of the Master Resolution is amended and restated in its entirety to read as follows:

> if ~~it~~ the amount then on deposit in the Renewal and Replacement Fund is less than the Renewal Replacement Fund Requirement, an amount equal to one-twenty fourth (1/24th) of the amount of such increase shall be deposited from Gross Revenues each month, beginning with the first month following the month in which a deficiency exists, in the Renewal and Replacement Fund until the amount on deposit in such Fund is equal to the Renewal and Replacement Fund Requirement. If the amount on deposit in the Renewal and Replacement Fund exceeds the Renewal and Replacement Fund Requirement, such excess may be withdrawn from the Renewal and Replacement Fund and deposited into the Working Capital Reserve Fund to the extent there exists a deficiency in such fund and thereafter into the Surplus Fund. The moneys in the Renewal and Replacement Fund shall be applied by the City for the purpose of paying the cost of major extensions, improvements or additions to, or the replacement or renewal of capital assets of, the Water and Sewer System ~~system~~, or extraordinary repairs of the Water and Sewer System ~~system~~; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the twenty-fifth (25th) day of the month next preceding such payment date), moneys in the Renewal and Replacement Fund shall be applied for the payment into the Interest Account, the Principal Account, and the Redemption Account when the moneys therein are insufficient to pay

the principal of and interest on the Bonds coming due, but only to the extent that moneys transferred from ~~the Surplus Fund,~~ the Pledged Sewer Impact Fee Account, the Pledged Water Impact Fee Account for such purpose shall be inadequate to fully provide for such insufficiency;

(i) There is hereby added a new subsection (h) to Section 502(A) to read as follows:

to the Return on Investment Fund, one twelfth ($1/12^{th}$) of the amount required to make the amount then on deposit in the Return on Investment Fund equal to the Rate of Return Factor for the current Fiscal Year. The moneys in the Return on Investment Fund shall be applied by the City for any lawful purpose of the City; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the twenty-fifth (25th) day of the month next preceding such payment date), moneys in the Return on Investment Fund shall be applied for the payment into the Interest Account, the Principal Account, and the Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent that moneys transferred from the Pledged Sewer Impact Fee Account, the Pledged Water Impact Fee Account for such purpose shall be inadequate to fully provide for such insufficiency;

(j) There is hereby added a new subsection (i) to Section 502(A) to read as follows:

If the amount on deposit in the Working Capital Reserve Fund is less than the Working Capital Reserve Amount for the current Fiscal Year, there shall be deposited an amount equal to the difference between the current balance in the Working Capital Reserve Fund and the Working Capital Reserve Amount. If the amount on deposit in the Working Capital Reserve Fund exceeds the Working Capital Reserve Amount, such excess may be withdrawn from the Working Capital Reserve Fund and deposited into the Surplus Fund. The moneys in the Working Capital Reserve Fund may be applied by the City for the purpose of paying the Cost of Operation and Maintenance and cash funded capital expenditures on the Water and Sewer System; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the twenty-fifth (25th) day of the month next preceding such payment date), moneys in the Working Capital Reserve Fund shall be applied for the payment into the Interest Account, the Principal Account, and the Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent that moneys transferred from the Pledged Sewer Impact Fee Account, the Pledged Water Impact Fee Account for such purpose shall be inadequate to fully provide for such insufficiency.

(k) Subsection (h) of Section 502 (A) of the Master Resolution is hereby redesignated as subparagraph (j).

(l) The third paragraph of Section 502 (B) of the Master Resolution is amended and restated in its entirety to read as follows:

> On or before the tenth (10th) day of each month, beginning with the first month after the month within which any Series of Bonds is issued, all or any portion of the amounts then on deposit in the Pledged Sewer Impact Fee Account may, at the option of the City, be transferred to any Account within the Debt Service Fund except that if, on the sixth Business Day before any payment of Debt Service is due there exists a deficiency in any such Account, then there shall be transferred by the City from the Pledged Sewer Impact Fee Account the amount necessary to cure such deficiency. On the last day of each Bond Year any amounts remaining on deposit in the Pledged Sewer Impact Fee Account may ~~shall~~ be transferred to a subaccount in the Reserve Fund (including any payment due under a Reserve Policy), if the amount then on deposit therein is less than the Reserve Fund Requirement for the particular Series of Bonds, and the balance, if any, shall be transferred to the Unpledged Sewer Impact Fee Account.

(m) The third paragraph of Section 502 (C) of the Master Resolution is amended and restated in its entirety to read as follows:

> On or before the tenth (10th) day of each month, beginning with the first month after the month within which any Series of Bonds is issued, all or any portion of the amounts then on deposit in the Pledged Water Impact Fee Account may, at the option of the City, be transferred to any Account within the Debt Service Fund except that if, on the sixth Business Day before any payment of Debt Service is due there exists a deficiency in any such Account then there shall be transferred by the City from the Pledged Water Impact Fee Account the amount necessary to cure such deficiency. On the last day of each Bond Year any amounts remaining on deposit in the Pledged Water Impact Fee Account may ~~shall~~ be transferred to a subaccount in the Reserve Fund (including any payment due under a Reserve Policy), if the amount then on deposit therein is less than the Reserve Fund Requirement for the particular Series of Bonds, and the balance, if any, shall be transferred to the Unpledged Water Impact Fee Account.

(n) Section 505 of the Master Resolution is amended and restated in its entirety to read as follows:

> Moneys held for the credit of a subaccount in the Reserve Fund shall be used for the purpose of paying Debt Service on the Series of Bonds secured by such subaccount, to the extent that the moneys held for the credit of the Revenue Fund, the Debt Service Fund, the Renewal and Replacement Fund, and the

Pledged Impact Fee Accounts shall be insufficient for such purpose or to reimburse a Reserve Policy Issuer for draws made on the Reserve Policy, together with interest thereon at the rate specified in such Reserve Policy or separate agreement entered into between the City and such Reserve Policy Issuer. ~~Notwithstanding the foregoing, if after the date on which the Series 1993 Bonds are issued the City elects to provide a Reserve Policy pursuant to the provisions of Section 207 above, there may be withdrawn from the Reserve Fund and paid to the City an amount equal to the face amount of such Reserve Policy. Amounts withdrawn pursuant to the preceding sentence shall be free and clear of all liens, pledges, and encumbrances created by this Resolution and the Series 1993 Bonds and may be used by the City to pay Capital Expenditures.~~ At the time of issuance of a Series of Bonds hereunder the City may elect not to establish a subaccount within the Reserve Fund as provided by the Subsequent Resolution. If established, amounts on deposit in such subaccount within the Reserve Fund shall only secure such Series of Bonds.

(o) Section 812 of the Master Resolution is amended and restated in its entirety to read as follows:

The City shall compel the prompt payment of rates, fees and charges imposed for service rendered on every lot or parcel connected with the Water and Sewer System, and to that end will vigorously enforce all of the provisions of any ordinance or resolution of the City having to do with water and sewer connections and charges, and all of the rights and remedies permitted by the City under law, including the requirement for the making of a reasonable deposit by each user, the requirement for disconnection of all premises delinquent in the payment, and the securing of injunction against the disposition of sewage or industrial waste into the sewer facilities of the Water and Sewer System by any premises delinquent in the payment of such charges.

(p) Section 813 of the Master Resolution is amended and restated in its entirety to read as follows:

In every instance in which a building or structure on a lot is connected to the Sewer System, which building or structure is also connected to the Water System and receives water therefrom, the City shall submit to the owner or occupant of such lot a single bill for both water and sewer service ~~and shall refuse to accept payment for either the water charge alone or sewer charge alone without payment of the other~~.

(q) Section 815 of the Master Resolution is amended and restated in its entirety to read as follows:

The City shall employ one or more Consultants ~~Consulting Engineers~~ to

perform the duties required ~~or permitted of the Consulting Engineers~~ under this Resolution. The City shall or cause the Consultant ~~and also~~ to review the construction and operation of the Water and Sewer System, to make an inspection of the Water and Sewer System at least once every three years, and on or before May 1 of the year following the Fiscal Year for which such inspection was made, to submit to the City a report with recommendations as to the proper maintenance, repair and operation of the Water and Sewer System during the ensuing Fiscal Year, including recommendations for expansion and additions to the Water and Sewer System to meet anticipated service demands, and an estimate of the amount of money necessary for such purposes. Copies of such reports, recommendations and estimates made as hereinabove provided shall be filed with the City for inspection by Bondholders, if such inspection is requested

(r) Section 903 of the Master Resolution is amended and restated in its entirety to read as follows:

Upon the happening and continuance of any event of default specified in subsection (a) through (e) of Section 902 above, the Holders of not less than ~~5%~~ fifty-one percent (51%) of the aggregate principal amount and Accreted Value (as of the interest payment date immediately preceding the date of default of the Bonds then Outstanding) may, with the consent of AMBAC with respect to the Series 2003 Bonds, by notice in writing delivered to the City and AMBAC, declare the principal and Accreted Value of all of the Bonds then Outstanding (if not then due and payable) to be due and payable immediately, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Resolution or in the Bonds to the contrary notwithstanding; provided, however, that if at any time after the principal and Accreted Value of the Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Resolution, moneys shall have accumulated in the Debt Service Fund sufficient to pay the principal and Accreted Value of all matured Bonds and all arrears of interest, if any, upon all Bonds then Outstanding (except the principal and Accreted Value of any Bonds not then due except by virtue of such declaration and the interest accrued on such Bonds since the last interest payment date), and all amounts then payable by the City hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the principal and Accreted Value of such Bonds then due only because of a declaration under this Section) shall have been remedied, then the Holders of not less than a majority in aggregate principal amount and Accreted Value of the Bonds not then due except by virtue of such declaration and then Outstanding may, with the consent of AMBAC, by written

notice to the City, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

(s) Subparagraph (h) of Section 1101 of the Master Resolution is amended by deleting the period at the end of the subparagraph and adding "; or".

(t) Section 1101 of the Master Resolution is amended by adding a new subparagraph (i) to read as follows:

(i) to amend the Rate of Return Factor.

(u) The references to "two-thirds (2/3)" in Sections 1102 of the Master Resolution shall be changed to "a majority."

SECTION 3. CONSENT TO AMENDMENTS. The City hereby directs staff to request the consents required by Section 1102 of the Master Indenture of the 1999 Bonds Insurer and the 2003 Bonds Insurer. The amendments contained in this resolution shall become effective on the date that the Holders of not less than two-thirds (2/3) of the Bonds Outstanding under the Master Resolution have consented to and approved the adoption of this resolution as certified by the City's financial advisor and filed with the City Clerk. The aggregate par amount of Bonds Outstanding shall be determined as of the interest payment date immediately precedent to the date of the notice from the Chief Financial Officer to the Bondholders and each Insurer required pursuant to Section 1102 of the Master Resolution. The City hereby authorizes the City Manager to send the notice required by Section 1102 of the Master Resolution.

SECTION 4. SEVERABLILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy or express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Master Resolution.

SECTION 5. MASTER RESOLUTION TO CONTINUE IN FORCE. Except as supplemented and amended hereby, the Master Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption by the City.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of August 2018.

_____
Mayor

ATTEST:

_____
City Clerk

Legislation Details (With Text)

File #:	18-274	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	6/26/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve Resolution No. 2018-060 supplementing Resolution No. 93-27 (the “Master Resolution”); Authorize issuance of Water and Sewer System Revenue Bonds (the “Series 2018 New Money Bonds”) not to exceed $50,000,000 to finance certain capital improvements to the System; Authorize the negotiated sale of Series 2018 New Money Bonds to the Underwriters. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Authorizing 2018 Bonds - New Money (01387830).pdf Exhibit A - Bond Purchase Agreement (01387831) Exhibit C - Preliminary Official Statement (01387824) Exhibit D - Continuing Disclosure Certificate (01387832)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 6, 2017
Agenda Date: August 14, 2018
Prepared By: Anne Quesada, Accounting Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
Approve Resolution No. 2018-___ supplementing Resolution No. 93-27 (the “Master Resolution”); Authorize issuance of Water and Sewer System Revenue Bonds (the “Series 2018 New Money Bonds”) not to exceed $50,000,000 to finance certain capital improvements to the System; Authorize the negotiated sale of Series 2018 New Money Bonds to the Underwriters.

BACKGROUND:

For the past several years, capital improvements to Cocoa’s Water and Sewer System (“System”) have been funded by revenue and reserves (“pay as you go”). As of September 30, 2017 the unrestricted net position (reserves) of the System had fallen to a level that would cover only two months of the Costs of Operation and Maintenance, which is personnel and operating expenses but excludes capital expenses. The System continues to require capital improvements for which revenue and reserves are insufficient. Therefore, Staff recommends approval of Resolution No. 2018-___ that supplements the Master Resolution and requests authorization to issue the Series 2018 New Money Bonds in an amount not to exceed $50,000,000 to finance (i) the costs of the acquisition, construction, and equipping of certain improvements to the System, (ii) a deposit to the Reserve Fund as required by the Master Resolution, and (iii) the costs of issuing the Series 2018 New Money

Bonds. The City's Financial Advisor, Dunlap & Associates, concurs with this recommendation.

On April 24, 2018 City Council approved the selection of two bond underwriting firms for the negotiated sale of the City of Cocoa, Florida Water and Sewer System Refunding and Revenue Bonds. The firms are Stifel, Nicolaus & Company, Incorporated, Senior Managing Underwriter and Raymond James & Associates, Inc., Co-Managing Underwriter (the "Underwriters". Staff requests authorization to award the negotiated sale of the Series 2018 New Money Bonds to said Underwriters in accordance with the terms of the Bond Purchase Agreement.

Additionally, given the fluidity of the upcoming bond transaction and the numerous documents involved in the transaction, Staff is requesting as part of this Agenda Item that the City Manager and Mayor, in consultation with the City's bond team, be given the authority to make technical modifications to the Resolution including all exhibits and attachments thereto to the extent necessary prior to the pre-closing on the upcoming bond transaction, and that the Mayor and other necessary City officials be authorized, as applicable, to execute the final version of the Resolution including any exhibits and attachments thereto.

STRATEGIC PLAN CONNECTION:

Issuing bonded debt for capital improvements in the System frees up current revenues for operating expenses of the System.

BUDGETARY IMPACT:

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

After the bond sale is finalized and actual amounts and accounts are determined, a Budget Adjustment will be presented to Council for approval.

This transaction is in accordance with the City's Debt Management Policy. Costs of Issuance are estimated to be $330,000, which will be funded by proceeds of the Series 2018 New Money Bond. Annual debt service for the System will increase by about an average of $3,000,000 over the life of the bond.

PREVIOUS ACTION:

On March 27, 2018 Council approved Resolution No. 2018-017 establishing the City's intent to reimburse certain capital expenditures incurred in connection with refurbishing its Water and Sewer System with proceeds of future tax-exempt financing(s).

On April 24, 2018 Council approved the selection of two bond underwriting firms for the negotiated sale of the City of Cocoa, Florida Water and Sewer System Refunding and Revenue Bonds, Series 2018.

RECOMMENDED MOTION:

Approve Resolution No. 2018-___ supplementing Resolution No. 93-27 (the “Master Resolution”); Authorize issuance of Water and Sewer System Revenue Bonds (the “Series 2018B New Money Bonds”) not to exceed $50,000,000 to finance certain capital improvements to the System; Authorize the negotiated sale of Series 2018 New Money Bonds to the Underwriters.

RESOLUTION NO. 2018-060

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 93-27, AS AMENDED, OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $50,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS WATER AND SEWER SYSTEM REVENUE BONDS, IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING CERTAIN CAPITAL IMPROVEMENTS TO THE WATER AND SEWER SYSTEM; PLEDGING PLEDGED REVENUES TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS IN THE MANNER AND TO THE EXTENT PROVIDED IN RESOLUTION NO. 93-27, AS SUPPLEMENTED AND AMENDED FROM TIME TO TIME; PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BONDS, INCLUDING THE NEGOTIATED SALE OF SAID BONDS; DELEGATING CERTAIN AUTHORITY TO THE MAYOR FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT THERETO, AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR WITH RESPECT TO SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PRELIMINARY AND FINAL OFFICIAL STATEMENT WITH RESPECT THERETO; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the City Council (the "City Council") of the City of Cocoa, Florida (the "City"), duly adopted Resolution No. 93-27, (the "1993 Resolution") on August 18, 1993 which authorized the issuance of obligations of the City entitled City of Cocoa, Florida Water and Sewer System Revenue Bonds; and

WHEREAS, the 1993 Resolution has been amended pursuant to Resolution Nos. 97-23, 98-2, 2007-44, 2009-104, 2009-105, and supplemented by Resolution No. 2018-[__], dated as of August 14, 2018 (the "2018 Supplemental Resolution"); and

WHEREAS, collectively, the 1993 Resolution, as amended and supplemented, and in particular as supplemented by the 2018 Supplemental Resolution is herein referred to as the "Master Resolution;" and

WHEREAS, the City has previously issued its Water and Sewer System Refunding Revenue Bonds, Series 1999; Water and Sewer System Refunding Revenue Bonds, Series 2003; Water and Sewer System Revenue Bonds, Series 2009A; Water and Sewer System Refunding Revenue Bonds, Series 2009B; and its Water and Sewer System Revenue Bonds, Series 2010 (collectively, the "Prior Bonds") which are currently outstanding in the aggregate principal amount of $58,120,000; and

WHEREAS, the Master Resolution provides for the issuance of Additional Bonds to finance the costs of improvements, upon meeting the requirements set forth therein; and

WHEREAS, the City now desires to issue its City of Cocoa, Florida Water and Sewer System Revenue Bonds, in one or more series (the "Series 2018 New Money Bonds") to finance (i) the costs of the acquisition, construction, and equipping of certain improvements to the City's Water and Sewer System which include the capital projects listed as Exhibit E (the "2018 Improvements"), (ii) a deposit to the Reserve Fund and (iii) the costs of issuing the Series 2018 New Money Bonds; and

WHEREAS, the most efficient and cost effective method of financing the 2018 Improvements is to issue the Series 2018 New Money Bonds secured by the Pledged Revenues; and

WHEREAS, the City has or will have complied with the terms, limitations and conditions contained in the Master Resolution and is or will be, therefore, legally entitled to issue the Series 2018 New Money Bonds herein authorized as Additional Bonds under the Master Resolution; and

WHEREAS, the covenants, pledges and conditions contained in the Master Resolution shall be applicable to the Series 2018 New Money Bonds herein authorized on a parity with the Prior Bonds; and

WHEREAS, the estimated Pledged Revenues will be sufficient to pay the principal of, premium, if any, and interest on the Series 2018 New Money Bonds authorized to be issued pursuant to this 2018 Supplemental Resolution and the Prior Bonds, as the same shall become due, and all other payments provided for in the Master Resolution and this 2018 Supplemental Resolution; and

WHEREAS, due to the potential volatility of the market for tax-exempt obligations such as the Series 2018 New Money Bonds, it is in the best interest of the City to sell the Series 2018 New Money Bonds through a delegated negotiated sale, allowing the City to enter the market at the most advantageous time, or, alternatively, thereby permitting the City to obtain the best prices and interest rates for the Series 2018 New Money Bonds; and

WHEREAS, the City has received an offer from Stifel, Nicolaus & Company, Incorporated, (the "Underwriter") to purchase the Series 2018 New Money Bonds, subject to the terms and conditions contained in the Master Resolution, herein and set forth in the Bond Purchase Agreement attached hereto as Exhibit A (the "Bond Purchase Agreement"); and

WHEREAS, the City now desires to authorize the Mayor to award the negotiated sale of the Series 2018 New Money Bonds to the Underwriter based on satisfaction of the terms and conditions contained herein and in the Bond Purchase Agreement; and

WHEREAS, the City desires to sell its Series 2018 New Money Bonds subject to the terms and conditions contained in the Master Resolution, the Bond Purchase Agreement and herein, and to authorize the preparation of a Preliminary Official Statement with respect to the Series 2018 New Money Bonds and the execution and distribution of the final Official Statement relating thereto; and

WHEREAS, the principal of, premium, if any, and interest on the Series 2018 New Money Bonds and all required sinking fund, reserve and other payments shall be limited obligations of the City, payable solely from the Pledged Revenues as provided in the Master Resolution and herein; and

WHEREAS, the Series 2018 New Money Bonds shall not constitute a general obligation or a pledge of the full faith, credit or taxing power of the City, the State of Florida, or any political subdivision or agency thereof, within the meaning of any constitutional or statutory provisions. Neither the State of Florida, nor any political subdivision or agency thereof, nor the City shall be obligated (i) to exercise its ad valorem taxing power in any form on any real or personal property of or in the City to pay the principal of, premium, if any, and the interest on the Series 2018 New Money Bonds, or other costs incidental thereto, or (ii) to pay the same from any other funds of the City except from the Pledged Revenues, in the manner and to the extent provided herein and in the Master Resolution; and

WHEREAS, the City now desires to appoint The Bank of New York Mellon Trust Company, N.A., as Registrar and Paying Agent with respect to the Series 2018 New Money Bonds;

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This 2018 Supplemental Resolution is enacted pursuant to the provisions of the Master Resolution, the Act and other applicable provisions of law and constitutes a Subsequent Resolution within the meaning of the Master Resolution.

SECTION 2. DEFINITIONS. Capitalized terms not expressly defined herein shall have the meanings ascribed thereto in the Master Resolution. In addition to the terms defined in the WHEREAS clauses to this 2018 Supplemental Resolution and unless the context clearly indicates some other meaning, all words and terms used in this 2018 Supplemental Resolution shall have the following meanings:

"**2018 Improvements**" shall mean the acquisition, construction, and equipping of certain improvements to the City's Water and Sewer System, including, without limitation, the Capital Project as provided in Exhibit E attached hereto, and all property rights, easements, appurtenances, rights-of-way, franchises and equipment relating thereto and deemed necessary or convenient for the acquisition, construction, equipping, installation or operation thereof, with such changes, deletions, additions or modifications to the enumerated improvements, equipment

and facilities, or such other improvements, equipment or facilities as may hereafter be approved by the City Council in accordance with the Act.

SECTION 3. FINDINGS. The WHEREAS clauses recited above are hereby incorporated herein as a part of this 2018 Supplemental Resolution.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BONDS; AUTHORIZATION OF 2018 IMPROVEMENTS; BOOK-ENTRY ONLY SYSTEM. Subject and pursuant to the provisions of the Master Resolution, the City hereby determines to issue: (a) one or more Series of Bonds to be known as "City of Cocoa, Florida Water and Sewer System Revenue Bonds, [Series to be designated]," for the principal purpose of providing funds, together with other available revenues, which shall be sufficient to (i) finance the costs of the 2018 Improvements, (ii) fund a deposit to the Reserve Fund and (iii) pay the costs of issuing the Series 2018 New Money Bonds. The series designation for the Series 2018 New Money Bonds may be changed to reflect the calendar year in which they are issued if not issued in calendar year 2018 or the sequence in which the Series 2018 New Money Bonds are issued in relation to other Bonds to be issued by the City contemporaneously with the Series 2018 New Money Bonds. The construction and acquisition of the 2018 Improvements is hereby authorized.

The Series 2018 New Money Bonds shall be dated the date of delivery, shall be issued in the form of fully registered Bonds in the denomination of $5,000 or any integral multiple thereof, shall bear interest from their dated date, payable semi-annually, on October 1 and April 1 of each year (the "Interest Dates"), at such rates and maturing in such amounts on October 1 of such years, and shall be subject to such redemption provisions as shall be determined by the Mayor and the Finance Director and provided in the Bond Purchase Agreement, all in accordance with the terms of the Master Resolution and hereof. The Series 2018 New Money Bonds shall be numbered consecutively from one upward in order of maturity preceded by the letter "R."

All of the terms of the Series 2018 New Money Bonds will be included in the Bond Purchase Agreement which shall be in the form attached hereto as Exhibit A together with such additions, deletions and modifications as may be authorized by the Mayor or his designee, the execution thereof being conclusive evidence of the Mayor's approval of any additions, deletions and modifications thereto.

The principal of or premium, if any, on the Series 2018 New Money Bonds shall be payable at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., the Registrar and Paying Agent for the Series 2018 New Money Bonds, or its successor, upon presentation of the Series 2018 New Money Bonds. Payment of interest on the Series 2018 New Money Bonds shall be made to the owner thereof and shall be paid by check or draft mailed on each Interest Date to the person in whose name the Series 2018 New Money Bond is registered at his address as it appears on the registration books maintained by the Registrar at the close of business on the 15th day of the month (whether or not a business day) of the calendar month next preceding such interest payment date, or at the prior written request and expense of any registered owner, by bank wire transfer to a domestic bank account designated in such request

for the account of such registered owner. All payments shall be made in accordance with and pursuant to the terms of the Master Resolution and the Series 2018 New Money Bonds and shall be payable in any coin and currency of the United States of America which, at the time of payment, is legal tender for the payment of public or private debts.

The Series 2018 New Money Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2018 New Money Bond for each of the maturities of the Series 2018 New Money Bonds. Upon initial issuance, the ownership of each such Series 2018 New Money Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Except as provided in this Section 4, all of the Series 2018 New Money Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC. As long as the Series 2018 New Money Bonds shall be registered in the name of Cede & Co., all payments of principal on the Series 2018 New Money Bonds shall be made by the Paying Agent by check or draft or by wire transfer to Cede & Co., as Holder of the Series 2018 New Money Bonds.

With respect to Series 2018 New Money Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent shall have no responsibility or obligation to any participant in the DTC book-entry program (a "Participant") or to any indirect participant. Without limiting the immediately preceding sentence, the City, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Series 2018 New Money Bonds, (ii) the delivery to any Participant or any other Person other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Series 2018 New Money Bonds or (iii) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of or interest on the Series 2018 New Money Bonds. The City, the Registrar and the Paying Agent may treat and consider the Person in whose name each Series 2018 New Money Bond is registered in the registration books kept by the Registrar as the Holder and absolute owner of such Series 2018 New Money Bond for the purpose of payment of principal and interest with respect to such Series 2018 New Money Bond, for the purpose of registering transfers with respect to such Series 2018 New Money Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and interest on the Series 2018 New Money Bonds only to or upon the order of the respective Holders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal and interest on the Series 2018 New Money Bonds to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Series 2018 New Money Bond evidencing the obligation of the Issuer to make payments of principal and interest pursuant to the provisions hereof. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to transfers during the fifteen (15) days next preceding any interest payment date, the words "Cede & Co." in

this Resolution shall refer to such new nominee of DTC; and upon receipt of such notice, the City shall promptly deliver a copy of the same to the Registrar and the Paying Agent.

Upon receipt by the City of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Series 2018 New Money Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2018 New Money Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2018 New Money Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions hereof. In such event, the City shall issue and the Registrar shall authenticate, transfer and exchange Series 2018 New Money Bonds of like principal amount and maturity, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Letter of Representations executed by the Issuer and the Registrar and delivered to DTC in order to induce DTC to act as securities depository for the Series 2018 New Money Bonds shall apply to the payment of principal of and interest on the Series 2018 New Money Bonds.

SECTION 5. AUTHORIZATION FOR NEGOTIATED SALE OF SERIES 2018 NEW MONEY BONDS. The Series 2018 New Money Bonds shall be issued and sold through a negotiated sale at such price or prices as shall be consistent with the provisions of the Act, the requirements of this 2018 Supplemental Resolution and other applicable provisions of law. Subject to full satisfaction of the conditions set forth in this Section 5, the City hereby authorizes the sale of the Series 2018 New Money Bonds to the Underwriter in accordance with the terms of the Bond Purchase Agreement to be dated the date of sale, in substantially the form attached hereto as Exhibit A together with such additions, deletions and modifications as may be authorized by the Mayor or his designee. The Mayor or his designee is hereby authorized to execute the Bond Purchase Agreement in the form approved by the City Attorney and Bond Counsel upon satisfaction of the conditions described below.

The Bond Purchase Agreement with respect to the Series 2018 New Money Bonds shall not be accepted or executed by the Mayor or his designee and attested to by the City Clerk until such time as all of the following conditions have been satisfied:

(a) the aggregate principal amount of the Series 2018 New Money Bonds shall not exceed $50,000,000;

(b) the Series 2018 New Money Bonds shall mature no later than October 1, 2048;

(c) the initial Interest Payment Date for the Series 2018 New Money Bonds shall be no earlier than October 1, 2018;

(d) the Underwriter's discount shall not exceed $4.50 per $1,000;

(e) with respect to any optional redemption terms for the Series 2018 New Money Bonds, the first date on which the Series 2018 New Money Bonds may be called for redemption may not be later than October 1, 2028, with no redemption premium; and

(f) the City shall receive a disclosure statement and truth-in-bonding information from the Underwriter complying with Section 218.385, Florida Statutes.

Upon satisfaction of all the requirements set forth in this Section 5, the Mayor or the Mayor's designee is authorized to execute and deliver the Bond Purchase Agreement containing terms complying with the provisions of this Section 5; provided, however, in the event all the requirements for one or more of the Series of Bonds authorized herein, are satisfied and not those for one or more of the other Series of Bonds authorized herein, the Mayor or the Mayor's designee is authorized to execute and deliver the Bond Purchase Agreement solely for the respective Series of Bonds for which the requirements have been satisfied.

SECTION 6. FORM OF BOND. The Mayor and the City Clerk are hereby authorized to execute, by manual or facsimile signature, the Series 2018 New Money Bonds in substantially the form of Exhibit B attached hereto, with such additions or deletions as the persons executing the Series 2018 New Money Bonds may approve, their execution (whether by manual or facsimile signatures) to constitute conclusive evidence of such approval. The Registrar is hereby directed to authenticate the Series 2018 New Money Bonds by its manual signature.

SECTION 7. APPLICATION OF BOND PROCEEDS. The proceeds derived from the sale of the Series 2018 New Money Bonds shall be applied as follows:

1. a sufficient amount of Series 2018 New Money Bond proceeds shall be deposited in the Reserve Fund to cause the amount on deposit in the Reserve Fund to equal the Reserve Fund Requirement for the Series 2018 New Money Bonds and the Prior Bonds;

2. a sufficient amount of the Series 2018 New Money Bond proceeds shall be used to pay the costs and expenses associated with the issuance of the Series 2018 New Money Bonds;

3. the remaining Series 2018 New Money Bond proceeds, shall be deposited into the Series 2018 Construction Account of the Construction Fund and shall be used only for purposes of paying costs of the 2018 Improvements.

SECTION 8. AUTHORIZATION OF PRELIMINARY AND FINAL OFFICIAL STATEMENT. The form of the Preliminary Official Statement prepared with respect to the sale of the Series 2018 New Money Bonds, in substantially the form of which is attached hereto as Exhibit C, is hereby approved and is authorized to be published with only such permitted omissions as provided in Rule 15c2-12 under the Securities Exchange Act of 1934, as amended

(the "Rule"). Permitted omissions, as defined in the Rule, shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, and other terms of the Series 2018 New Money Bonds and any underlying obligations to be stated in the final Official Statement, all with respect to the Series 2018 New Money Bonds. The form of Preliminary Official Statement shall be deemed final for purposes of the Rule prior to distribution.

The City's staff are hereby authorized and directed to prepare and the Mayor is hereby authorized and directed to execute and deliver to the Underwriter a final Official Statement substantially in the form of the Preliminary Official Statement and containing the final pricing information. Said Official Statement, including any such additions, deletions and modifications as approved by the Mayor, and the information contained therein are hereby authorized to be used in connection with the offering and sale of the Series 2018 New Money Bonds to the public. Execution by the Mayor of the Official Statement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 9. CONTINUING DISCLOSURE; APPOINTMENT OF DISSEMINATION AGENT. The City hereby covenants and agrees that, in order to provide for compliance by the City with the secondary market disclosure requirements of the Rule, it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate to be executed by the City and dated the date of the Series 2018 New Money Bonds, as it may be amended from time to time in accordance with the terms thereof. The Continuing Disclosure Certificate shall be substantially in the form attached hereto as Exhibit D with such additions, deletions and modifications as shall be approved upon the advice of Bond Counsel by the Mayor who is hereby authorized to execute and deliver such Continuing Disclosure Certificate. Notwithstanding any other provision of this 2018 Supplemental Resolution, failure of the City to comply with such Continuing Disclosure Certificate shall not be considered an event of default under the Master Resolution; provided, however, any Holder of a Series 2018 New Money Bond may take such actions as may be deemed necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section 9 and the Continuing Disclosure Certificate. For the purposes of this Section 9, "Holder" shall mean a person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Series 2018 New Money Bonds (including persons holding Series 2018 New Money Bonds through nominees, depositories or other intermediaries), or (B) is treated as the owner of any Bonds for federal income tax purposes. Digital Assurance Certification, L.L.C., is hereby designated as the initial Dissemination Agent for the Series 2018 New Money Bonds.

SECTION 10. APPOINTMENT OF PAYING AGENT AND REGISTRAR. The Bank of New York Mellon, N.A., [Jacksonville, Florida], is hereby designated Registrar and Paying Agent for the Series 2018 New Money Bonds. The Mayor or Deputy Mayor and the City Clerk or any designated Deputy Clerk are hereby authorized to enter into any Agreement which may be necessary to effect the transactions contemplated by this Section 10 and by the Master Resolution.

The Paying Agent shall not take the Insurance Policy, if any, into account in determining whether the rights of Bondholders are adversely affected by actions taken pursuant to the terms and provisions of the Master Resolution or this 2018 Supplemental Resolution.

SECTION 11. COVENANTS OF THE CITY. The Series 2018 New Money Bonds, herein authorized, shall for all intents and purposes be considered Additional Bonds issued under the authority of the Master Resolution and shall be entitled to all the protection and security provided therein for the Prior Bonds, and shall be in all respects entitled to the same security, rights and privileges enjoyed by the Prior Bonds. The covenants and pledges contained in the Master Resolution and this 2018 Supplemental Resolution shall be applicable to the Series 2018 New Money Bonds and to the Prior Bonds that remain outstanding after the refunding of the Refunded Bonds. The Holders of the Series 2018 New Money Bonds will be deemed to have consented to the amendments to the 1993 Resolution as authorized in the 2018 Supplemental Resolution.

SECTION 12. SERIES 2018 CONSTRUCTION ACCOUNT. There is hereby created and established the Series 2018 Construction Account within the Construction Fund to be held and administered by the City.

SECTION 13. RESERVE FUND REQUIREMENT. Upon the date on which the amendments provided for in the 2018 Supplemental Resolution become effective as provided in the Master Resolution, the Series 2018 New Money Bonds shall no longer be secure by amounts on deposit in the Reserve Fund and the Reserve Fund Requirement with respect to the Series 2018 New Money Bonds shall be zero. Upon the effective date of such amendments the City shall recalculate the Reserve Fund Requirement for the Prior Bonds and transfer any amounts in excess of the Reserve Fund Requirement to the Series 2018 Construction Account.

SECTION 14. GENERAL AUTHORITY. The members of the City Council, the Mayor or Deputy Mayor, the Finance Director, the City Clerk and any designated Deputy Clerk and the officers, attorneys and other agents of the City are hereby authorized to do all acts and things required of them by this 2018 Supplemental Resolution, the Master Resolution, the Official Statement, the Bond Purchase Agreement, for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or in the Series 2018 New Money Bonds, the Master Resolution, the Official Statement, the Bond Purchase Agreement, the Continuing Disclosure Certificate and each member, employee, attorney and officer of the City or the City Council, the Mayor or Deputy Mayor, the Finance Director and the City Clerk and any designated Deputy Clerk is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

City staff is authorized to seek bids on an Insurance Policy for the Series 2018 New Money Bonds provided it results in debt service savings and it is determined by the City Manager, based on the advice of the City's financial advisor, that it is in the best interest of the City to accept such bid.

SECTION 15. SEVERABLILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy or express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2018 New Money Bonds.

SECTION 16. MASTER RESOLUTION TO CONTINUE IN FORCE. The Master Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

[Remainder of page intentionally left blank]

SECTION 17. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of August 2018.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT B

FORM OF BOND

CITY OF COCOA, FLORIDA

WATER AND SEWER SYSTEM REVENUE BONDS,

SERIES _____

Interest Rate: ____% No. R-__

Principal Amount: $_____

Maturity Date: October 1, 20___

CUSIP: 191783 ___

Dated Date: _____, 20__

The City of Cocoa, Florida, a municipality organized and existing under and by virtue of the laws of the State of Florida (the "City"), for value received, hereby promises to pay to

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM:

on the maturity date set forth above unless this Bond shall have been previously called for redemption and payment of the redemption price shall have been duly made or provided for, and to pay interest thereon semiannually on April 1 and October 1 of each year (each, an Interest Payment Date) or if any such day is not a Business Day then on the first Business Day thereafter without payment of additional interest, commencing October 1, 2018, at the annual rate specified above calculated on the basis of a 360-day year of twelve 30-day months until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for or, in the case of interest to be paid on October 1, 2018, from August [__], 2018. The principal of this Bond is payable upon presentation and surrender hereof at the designated corporate trust office of the paying agent, The Bank of New York Mellon Trust Company, N.A., [Jacksonville, Florida]. Interest on this Bond will be paid by check or draft mailed to the person in whose name this Bond is registered on the registration books of the City maintained by the Bond Registrar, at the address appearing thereon at the close of business on the fifteenth calendar day of the month preceding such Interest Payment Date or, at the written request and expense of a registered owner of $1,000,000 or more in principal amount of the Bonds, by bank wire transfer for the account of such registered owner. The principal of and interest on this Bond are payable in lawful money of the United States of America. All capitalized words and phrases used herein shall, unless defined herein, have the meaning given to them in the Resolution as defined below.

This Bond is one of a duly authorized issue of Water and Sewer System Revenue Bonds, Series 20___ of the City in the aggregate principal amount of $_____ issued in fully registered form, without coupons, (the "Series 20___ Bonds") in denominations of $5,000.00 or integral multiples thereof. The Series 20__ Bonds are equally and ratably secured under Resolution No. 93-27 adopted by the City Council of the City on August 18, 1993, as amended and supplemented (the "Resolution"), and as particularly supplemented by Resolution No 2018-[___] adopted by said City Council on August 14, 2018 (the "Supplemental Resolution"). The Series 20__ Bonds are issued for the purpose of providing funds sufficient to (i) finance a portion of the costs of the acquisition, construction and equipping of certain capital improvements to the System, as provided in the Supplemental Resolution (the "Series 2018 Project"); (ii) fund a cash deposit to the Reserve Fund; and (iii) pay certain costs associated with the issuance of the Series 20___ Bonds. The City has heretofore issued its Water and Sewer System Refunding Revenue Bonds, Series 1999; Water and Sewer System Refunding Revenue Bonds, Series 2003; [Water and Sewer System Revenue Bonds, Series 2009A; Water and Sewer System Refunding Revenue Bonds, Series 2009B;] and its Water and Sewer System Revenue Bonds, Series 2010 pursuant to the Resolution (collectively, the "Parity Bonds"). The Series 20__ Bonds are secured on parity with the Parity Bonds as to pledge of, lien on, and source of payment from the Pledged Revenues and in all other respects.

THIS BOND DOES NOT PLEDGE THE FULL FAITH AND CREDIT OR TAXING POWER OF THE CITY, THE STATE OF FLORIDA, OR ANY AGENCY, INSTRUMENTALITY, OR POLITICAL SUBDIVISION THEREOF. THIS BOND, AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON, ARE PAYABLE ONLY FROM THE PLEDGED REVENUES, WHICH CONSIST GENERALLY OF THE NET REVENUES (GROSS REVENUES LESS EXPENSES OF OPERATION AND MAINTENANCE) DERIVED BY THE CITY FROM OPERATION OF ITS WATER AND SEWER SYSTEM, CERTAIN WATER AND SEWER SYSTEM IMPACT FEES, AND CERTAIN OTHER AMOUNTS ON DEPOSIT FROM TIME TO TIME IN CERTAIN OF THE FUNDS AND ACCOUNTS CREATED PURSUANT TO THE RESOLUTION, ALL AS MORE FULLY DESCRIBED IN THE RESOLUTION.

No recourse shall be had for the payment of principal of, interest on, or redemption premium, if any, with respect to, this Bond, or for any claim based hereon, against any member of the City Council of the City or against any officer or employee, past, present or future, of the City or of any successor body, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers and employees is released as a condition of and as consideration for the execution and delivery of this Bond.

Optional Redemption

[insert optional redemption provisions]

Mandatory Redemption

[insert mandatory redemption provisions]

Notice of any redemption shall be given at the time and in the manner required by the Resolution but failure to give notice, or a defect in such notice, shall not affect the availability of the proceedings for such redemption with respect to Series 20__ Bonds as to which no such failure or defect existed. If less than the full principal amount hereof shall have been called for redemption, the Holder of this Bond shall surrender this Bond in exchange for one or more Series 20__ Bonds in an aggregate principal amount equal to the unredeemed portion of the principal amount hereof. From the date of redemption, interest will cease to accrue on any Series 20___ Bonds to be redeemed.

Notwithstanding any other provision of the Resolution, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the City if expressly set forth in such notice.

Additional Bonds may be issued under the Resolution for the purposes and upon the terms and subject to the conditions therein stated.

This Bond is transferable by the Holders thereof, subject to the payment of any required tax, fee or other governmental charge, upon presentation and surrender at the principal corporate trust office of the Bond Registrar, together with a duly executed instrument of transfer in form satisfactory to the Bond Registrar, and thereupon one or more new registered Bond, of authorized denominations and for the same aggregate principal amount, maturity and interest rate, will be issued to the designated transferee or transferees. This Bond is exchangeable by the Holders thereof, subject to the payment of any required tax, fee or other governmental charge, upon presentation and surrender at the principal corporate trust office of the Bond Registrar, for a like aggregate principal amount of Bonds of the same maturity and interest rate and of any authorized denomination, as requested by the Holder surrendering the same. The Bond Registrar shall not be required (i) to transfer or exchange any of the Bonds during the period of fifteen (15) calendar days immediately preceding any Interest Payment Date; or (ii) to transfer or exchange any Bond that has been selected for redemption in whole or in part.

The City, the Paying Agent, and the Bond Registrar may treat the person in whose name this Bond is registered on the Bond register maintained by the Bond Registrar as the absolute owner of this Bond for all purposes and shall not be affected by any notice to the contrary.

If an Event of Default shall occur, the principal of all Bonds then Outstanding may be declared or may become due and payable and any such declaration may thereafter be waived, all upon the conditions and in the manner and with the effect provided in the Resolution.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Cocoa, Florida, has caused this Bond to be signed in its name by the facsimile signature of its Mayor and its corporate seal to be hereunto affixed and duly attested by the facsimile signature of its City Clerk.

CITY OF COCOA, FLORIDA

(SEAL)

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 20___ Bonds of the issue described in the within-mentioned Resolution.

Dated _____,_____

The Bank of New York Mellon Trust Company, N.A., Bond Registrar

By: _____
Authorized Signatory

ASSIGNMENT AND TRANSFER FOR VALUE RECEIVED

The undersigned hereby sells, assigns and transfers unto _____

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____

Attorney to transfer said Bond on the books of the within named Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, or enlargement or any change whatsoever, and must be signature guaranteed by a bank, savings and loan association or stock brokerage firm.

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT E

PROJECT DESCRIPTION

DRAFT-2
GrayRobinson, P.A.
July 31, 2018

$_____
CITY OF COCOA, FLORIDA
WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2018B

PURCHASE CONTRACT

_____, 2018

City Council of City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Ladies and Gentlemen:

On the basis of the representations, warranties, and covenants, and upon the terms and conditions, contained in this Purchase Contract (the "Contract"), the undersigned, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), offers to enter into this Contract with the City of Cocoa, Florida (the "Issuer"), subject to written acceptance hereof by the Issuer at or before 7:00 p.m., New York time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the $_____ aggregate principal amount of the City of Cocoa, Florida Water and Sewer System Revenue Bonds, Series 2018B (the "Series 2018B Bonds"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Issuer, but rather is acting solely in its capacity as Underwriter for its own account.

The Series 2018B Bonds shall be dated as of the date of their delivery, and shall be payable in the years and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2018B Bonds is payable semi-annually on April 1 and October 1 of each year, commencing October 1, 2018. The purchase price for the Series 2018B Bonds shall be $_____ (representing the par amount of the Series 2018B Bonds of $_____ [plus/less a bond premium/net original issue discount of $_____ and] less an Underwriter's discount of $_____).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

The Series 2018B Bonds and the interest thereon are payable solely from the Net Revenues of the system that is owned, operated and maintained by the City to supply potable water (the "Water System") and the system that is owned, operated and maintained by the City for the collection, transmission, treatment and disposal of sewage (the "Sewer System" and together with

the Water System, the "System"); Pledged Impact Fees, to the extent legally available; and, until applied in accordance with the provisions of the Bond Resolution (as defined herein), all moneys, including investments thereof, in the funds and accounts established by the Bond Resolution except the Operation and Maintenance Fund, the Unpledged Impact Fee Accounts and amounts on deposit in the Rebate Account (collectively, the "Pledged Revenues").

The Series 2018B Bonds are being issued pursuant to the Constitution and laws of the State of Florida (the "State"), Chapter 166, Florida Statutes, and other applicable provisions of law and Resolution No. 93-27, duly adopted by the City Council of the Issuer (the "City Council") on August 18, 1993, as amended by Resolution Nos. 97-23, 98-2, 2007-44, 2009-104 and 2009-105, duly adopted by the City Council on April 22, 1997, January 13, 1998, May 8, 2007, September 8, 2009 and September 8, 2009, respectively (collectively, the "Master Resolution") and as further supplemented and amended by Resolution No. 2018-__ and Resolution No. 2018-__, both duly adopted by the City Council on August __, 2018 (together with the Master Resolution, the "Bond Resolution"). All capitalized terms not defined herein shall have the meanings ascribed thereto in the Bond Resolution.

The Series 2018B Bonds are being issued by Issuer to finance (i) a portion of the costs of the acquisition, construction and equipping of certain improvement to the City's water and sewer system (the "Series 2018B Project"), (ii) a deposit to the Reserve Fund, and (iii) the costs of issuing the Series 2018B Bonds.

2. Delivery of Official Statement and Other Documents.

(a) Prior to the date hereof, the Issuer has provided to the Underwriter for its review the Preliminary Official Statement dated _____, 2018 that the Issuer deemed "final" as required by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule") as of its date (the "Preliminary Official Statement"), except for certain permitted omissions (the "Permitted Omissions"), as contemplated by the Rule in connection with the pricing of the Series 2018B Bonds. The Underwriter has reviewed the Preliminary Official Statement prior to the execution of this Contract. The Issuer hereby confirms that the Preliminary Official Statement was "final" as of its date, except for the Permitted Omissions.

(b) Within seven (7) business days after the date hereof and at least three (3) business days prior to the date the Series 2018B Bonds are delivered to the Underwriter, or within such other period as may be prescribed by the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer, the Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter the number of copies of the final Official Statement (the "Official Statement"), in form and substance satisfactory to the Underwriter, that the Underwriter shall notify the Issuer is reasonably necessary. "Reasonably necessary" shall mean, at a minimum, the number that shall be sufficient to enable the Underwriter to comply with the requirements of Rule 15c2-12, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Official Statement with the MSRB's Electronic Municipal Market Access System ("EMMA") at http://emma.msrb.org portal.

The Issuer authorizes, or ratifies as the case may be, the use and distribution by the Underwriter of the Preliminary Official Statement, the Official Statement and the Bond Resolution in connection with the public offering and sale of the Series 2018B Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2018B Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement.

(c) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person on EMMA (but in no case less than 25 days following the end of the underwriting period), if any event occurs which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the Issuer, at its expense (unless such event was caused by the Underwriter), promptly will prepare an appropriate amendment or supplement thereto (and file or cause, to be filed, the same with EMMA, and mail such amendment or supplement to each registered owner of Series 2018B Bonds) so that the statements in the Official Statement as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its reasonable opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2018B Bonds are hereinafter included within the term "Official Statement." Unless the Underwriter shall provide written notice to the Issuer on _____, 2018 (date of the "Closing") that the Underwriter retains directly, or as a member of an underwriting syndicate, an unsold balance of the Series 2018B Bonds, the end of the underwriting period shall be the date of Closing, but in no event later than 90 days after the Closing.

3. Authority of the Underwriter. The Underwriter is duly authorized to execute this Contract. Neither the Underwriter nor any "persons" or "affiliate" thereof have been on the "convicted vendor list" during the past 36 months as all such terms are defined in Section 287.133, Florida Statutes.

4. Public Offering. The Underwriter agrees to make a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) of all of the Series 2018B Bonds at not in excess of the initial public offering price or prices (or not below the yields) set forth on the inside cover page of the Official Statement. If such public offering does not result in the sale of all the Series 2018B Bonds, the Series 2018B Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2018B Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter.

The Underwriter agrees to deliver a certificate at the Closing in substantially the form attached hereto as Exhibit C.

5. Good Faith Deposit. The Underwriter has delivered herewith to the Issuer a check for $_____ (_____ and 00/00 Dollars) payable to the order of the Issuer. In the event that the Issuer does not accept this offer, such check shall be immediately returned to the Underwriter. If the offer made hereby is accepted, the Issuer agrees to hold this check uncashed until the Closing as security for the performance by the Underwriter of its obligation to accept and pay for the Series 2018B Bonds at the Closing, and, in the event of its compliance with such obligation, such check shall be returned to the Underwriter at the Closing. In the event the Issuer fails to deliver the Series 2018B Bonds at the Closing, or if the Issuer shall be unable to satisfy the conditions of Closing contained herein, or if the obligations of the Underwriter are terminated for any reason permitted by this Contract, such check shall be immediately returned to the Underwriter, and such return shall constitute a full release and discharge of all claims by the Underwriter arising out of the transactions contemplated hereby, except that the obligations of the Issuer and the Underwriter set forth in Paragraph 10 hereof shall continue in full force and effect. In the event that the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Series 2018B Bonds at the Closing, such check shall be retained by the Issuer as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriter and such retention shall constitute a full release and discharge of all claims by the Issuer against the Underwriter arising out of the transactions contemplated hereby, except that the obligations of the Issuer and the Underwriter set forth in Paragraph 10 hereof shall continue in full force and effect.

6. Issuer Representations, Warranties, Covenants and Contracts. The Issuer represents and warrants to and covenants and agrees:

(a) The Issuer is a municipal corporation, duly organized and validly existing pursuant to the Constitution and laws of the State and is authorized and empowered by law to issue, sell and deliver the Series 2018B Bonds to the Underwriter as described herein; to pledge the Pledged Revenues as set forth in the Bond Resolution; to undertake the Series 2018B Project in the Preliminary Official Statement; to accept this Contract; to execute the Continuing Disclosure Certificate dated as of the date of the Closing (or such other date as determined by the Issuer), substantially in the form attached to the Preliminary Official Statement (the "Continuing Disclosure Certificate"); to execute the Official Statement; and to carry out and consummate all other transactions contemplated by the Official Statement and by each of the aforesaid documents, agreements, resolutions and ordinances.

(b) By official action of the Issuer taken prior to or concurrently with the acceptance hereof, the Issuer has duly adopted the Bond Resolution, and the Bond Resolution is in full force and effect and has not been amended, modified or rescinded; the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of its obligations contained in the Series 2018B Bonds, the Continuing Disclosure Certificate and this Contract, and the consummation by it of all other transactions contemplated by the Bond Resolution, the Official Statement, the Continuing Disclosure Certificate and this Contract to have been performed or consummated at or prior to the date of Closing, and the Issuer is in compliance with the provisions of the Bond Resolution.

(c) When delivered to the Underwriter in accordance with the terms of this Contract, the Series 2018B Bonds and the Continuing Disclosure Certificate will have been duly and validly authorized, executed, issued and delivered, the Bond Resolution will have been duly adopted, and each such instrument will constitute a legal, valid and binding limited obligation of the Issuer enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency or other laws affecting creditors' rights and remedies generally and to general principles of equity, and will be entitled to the benefits of the Bond Resolution; and the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Series 2018B Bonds, the legally valid and binding pledge of and lien on the Pledged Revenues that it purports to create, as set forth in the Bond Resolution.

(d) Except as described in the Official Statement, the Issuer is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, or any agency or department of either, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties or other assets is otherwise subject, and, to the best knowledge of the Issuer, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the Issuer including the Issuer's receipt of the Pledged Revenues in the amounts contemplated by the Official Statement; and the execution and delivery of the Series 2018B Bonds, the Continuing Disclosure Certificate, and this Contract and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained in each, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the Issuer under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2018B Bonds and the Bond Resolution.

(e) The Issuer is not and has not been in default on any obligations issued or guaranteed by the City at any time on or after December 31, 1975.

(f) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the financial condition of the Issuer, the Issuer's receipt of the Pledged Revenues, or the due performance by the Issuer of its obligations under this Contract, the Bond Resolution, the Continuing Disclosure Certificate and the Series 2018B Bonds have been, or prior to the Closing will have been, duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2018B Bonds or approvals, consents and orders: (i) described in the Official Statement as not having been obtained, or (ii) customarily granted

in due course after application therefor and expected to be obtained without material difficulty or delay.

(g) The Series 2018B Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein and in accordance with the provisions of the Bond Resolution, will be legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms and the terms of the Bond Resolution (subject to and limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws in each case relating to or affecting the enforcement of creditor's rights generally, and other general principles of equity), and the Bond Resolution will provide, for the benefit of the holders from time to time of the Series 2018B Bonds, a legally valid and binding pledge of and lien on the Pledged Revenues, subject to the provisions of the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(h) The Issuer has reviewed the information in the Preliminary Official Statement, except for the information provided by The Depository Trust Company ("DTC"), as to which no view is expressed. The Preliminary Official Statement was, as of the date thereof, and the Official Statement is and at all times subsequent hereto up to and including the date of the Closing will be, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, any amendments or supplements to the Official Statement prepared and furnished by the Issuer pursuant hereto will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The descriptions of the Series 2018B Bonds, the Bond Resolution and the Continuing Disclosure Certificate contained in the Preliminary Official Statement and the Official Statement are true and accurate in all material respects.

(j) Except as disclosed in the Preliminary Official Statement and the Official Statement, since September 30, 2017, the Issuer will not have incurred any material liabilities, direct or contingent, or entered into any transaction which is material to potential holders of the Series 2018B Bonds, in each case other than in the ordinary course of its business, and there shall not have been any material adverse change in the condition, financial or otherwise, of the Issuer or its properties or other assets.

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency or public board or body, pending or, to the best knowledge of the Issuer, threatened, against or affecting the Issuer or the titles of its officers to their respective offices, or which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2018B Bonds or the collection or pledge of the Pledged Revenues pledged to pay the principal of and interest on the Series 2018B Bonds, or which in any way contests or affects the validity or enforceability of the Series 2018B Bonds, the Bond Resolution, this Contract and the Continuing Disclosure

Certificate, or any of them, or which may result in any material adverse change in the business, properties, other assets or financial condition of the Issuer or which contests the tax-exempt status of the interest on the Series 2018B Bonds as described in the Preliminary Official Statement and the Official Statement, or which contests the power of the Issuer or any authority or proceedings for the issuance, sale or delivery of the Series 2018B Bonds or this Contract, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2018B Bonds, the Bond Resolution, the Continuing Disclosure Certificate or this Contract.

(l) The Issuer has done all things necessary on its part to entitle the Issuer to continue to receive each and all of the Pledged Revenues at levels consistent with those historically received as set forth in the Preliminary Official Statement.

(m) The Issuer will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Series 2018B Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, (ii) to determine the eligibility of the Series 2018B Bonds for investment under the laws of such states and other jurisdictions, and/or (iii) to continue such qualifications in effect so long as required for the distribution of the Series 2018B Bonds; provided that the Issuer shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now so subject or require it to qualify to do business and any expense related to the foregoing shall be borne by the Underwriter.

(n) The Issuer will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect any such amendment or supplement without the consent of the Underwriter. The Issuer will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Series 2018B Bonds.

(o) Except as disclosed in the Preliminary Offering Statement, the Issuer has not in the past five years failed to comply in any material respect with any agreement to which it is a party to provide continuing disclosure information pursuant to the Rule.

7. The Closing. At 10:00 a.m., New York time, on the date of Closing, or at such other time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2018B Bonds in book-entry form to the account of the Underwriter, at the facilities of DTC in New York, New York, or an agent thereof, or such other location as determined by the Underwriter and agreed to by the Issuer, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2018B Bonds as set forth in Paragraph 1 hereof in Federal Funds to the Issuer. The Issuer shall cause CUSIP identification numbers to be printed on the Series 2018B Bonds, but neither the failure to print such number on any Series 2018B Bond nor any error with respect

thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2018B Bonds in accordance with the terms of this Contract. The Closing shall occur at the offices of the Issuer in Cocoa, Florida, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Series 2018B Bonds shall be made available to the Underwriter no less than 24 hours before the Closing for purposes of inspecting and packaging. The Series 2018B Bonds shall be prepared and delivered as fully registered Series 2018B Bonds registered in such names and denominations as the Underwriter shall so designate to the Issuer and the printer of the Series 2018B Bonds not less than one day prior to the Closing.

8. Closing Conditions. The Underwriter has entered into this Contract in reliance upon the representations, warranties, covenants and agreements of the Issuer contained herein and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Contract to purchase, to accept delivery of and to pay for the Series 2018B Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder, and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations, warranties, covenants and agreements of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of Closing, the Bond Resolution, the Continuing Disclosure Certificate and this Contract shall be in full force and effect and, except as approved in writing by the Underwriter, shall not have been amended, modified or supplemented since the date hereof, and the Official Statement as delivered to the Underwriter shall not have been supplemented or amended, except in any such case as may have been approved by the Underwriter;

(c) At the time of the Closing, all official action of the Issuer taken relating to this Contract, the Series 2018B Bonds, the Bond Resolution and the Continuing Disclosure Certificate shall be in full force and effect and shall not have been amended, modified or supplemented, except for amendments, modifications or supplements which have been approved by the Underwriter prior to the Closing;

(d) At the time of the Closing, except as contemplated by the Official Statement, there shall have been no material adverse change in the financial condition of the Issuer;

(e) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) An opinion of Bryant Miller Olive P.A., Orlando, Florida ("Bond Counsel"), dated the date of the Closing and addressed to the Issuer, in substantially the form attached as APPENDIX D to the Official Statement and a reliance letter pertaining to such opinion addressed to the Underwriter.

(2) An opinion of Bond Counsel, dated the date of the Closing and addressed to the Underwriter, in such form as is acceptable to the Issuer and the Underwriter, to the effect that: (i) the statements contained in the Official Statement under the captions "DESCRIPTION OF THE SERIES 2018B BONDS" (except for the statements and information under the subheading entitled "Book-Entry Only System" as to which no opinion is expressed), "SPRINGING AMENDMENTS TO THE MASTER RESOLUTION" and "SECURITY FOR THE SERIES 2018B BONDS," insofar as such statements purport to be summaries of certain provisions of the Bond Resolution and the Series 2018B Bonds, constitute accurate summaries of the provisions purported to be summarized therein, and the statements in the Official Statement under the caption "TAX MATTERS" are accurate, (ii) the Series 2018B Bonds are exempt from registration under the Securities Act of 1933, as amended and (iii) the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(3) An opinion, dated the date of the Closing and addressed to the Issuer, the Underwriter and Bond Counsel, of Garganese, Weiss, D'Agresta & Salzman, P.A., City Attorney, in substantially the form attached hereto as Exhibit D.

(4) An opinion, dated the date of the Closing and addressed to the Issuer, of Bryant Miller Olive P.A., Tampa, Florida, Disclosure Counsel, in form and substance satisfactory to the Issuer and the Underwriter, and a reliance letter pertaining thereto addressed to the Underwriter, including opinions to the effect that, based on the assumptions and reliance noted in such opinion, nothing has come to the attention of Disclosure Counsel which leads Disclosure Counsel to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements, in light of the circumstances under which they were made, not misleading (provided that no opinion need be expressed regarding historical or projected financial information, demographic, statistical or operating data or information included in the Official Statement, including but not limited to appendices, schedules and exhibits, or any information about the Depository Trust Company and its book-entry system of registration).

(5) An opinion, dated the date of the Closing and addressed to the Underwriter of GrayRobinson, P.A., Underwriter's Counsel, in form and substance satisfactory to the Underwriter.

(6) A certificate dated the date of Closing and signed by the Mayor, the City Manager, and the City Clerk of the Issuer, or such other official satisfactory to the Underwriter, and in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the date of Closing, and the Issuer has satisfied all conditions on its part to be performed or satisfied thereunder; (B) the Official Statement did not as of its date, and does not as of the date of Closing, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the

circumstances in which they were made not misleading (provided, that no opinion is hereby expressed regarding the information contained therein relating to DTC and its book-entry system); (C) except as disclosed in the Official Statement and except for the issuance of the Series 2018B Bonds on the date of Closing, (i) since September 30, 2017, no material and adverse change has occurred in the financial position or results of operations of the Issuer, (ii) the Issuer has not, since September 30, 2017, incurred any material liabilities payable from Pledged Revenues other than in the ordinary course of business, and (iii) since the date of the information provided in the Official Statement, no material adverse change has occurred in the collection of the Pledged Revenues; (D) the financial statements and other historical financial and statistical data relating to the Issuer included in the Official Statement are true and correct as of the date of such information; (E) no default under the Bond Resolution has occurred and is continuing, and the Issuer is not in breach of the covenants and obligations assumed under the Bond Resolution, and all payments required to be made in the funds and accounts provided under the Bond Resolution, if any, have been made to the full extent required; (F) the Issuer is not and has not been in default on any obligation issued or guaranteed by the Issuer at any time on or after December 31, 1975; (G) except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency or public board or body pending or threatened against the Issuer, (i) to restrain or enjoin the issuance, sale or delivery of the Series 2018B Bonds, or in any way contesting or affecting any authority for the issuance of the Series 2018B Bonds, the adoption of the Bond Resolution, the execution and delivery of the Continuing Disclosure Certificate or the sale of the Series 2018B Bonds; (ii) questioning, contesting or affecting the corporate existence or powers of the Issuer or the City Council or the entitlement to office of the officers thereof; (iii) to restrain or enjoin the collection or pledge of the Pledged Revenues, or any portion thereof, to pay the principal of, premium, if any, and interest on the Series 2018B Bonds; (iv) which may result in any material adverse change in the business, properties, assets or the financial condition of the Issuer; or (v) asserting that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (H) the Issuer has not been notified of any listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon, and all provisions regarding any amounts to be rebated to the United States government have been complied with and provisions have been made for the payment of the rebate amount which will become due relating to outstanding debt of the Issuer, and there is not an unfunded materially significant arbitrage rebate liability of the Issuer owing the Internal Revenue Service; (I) the Series 2018B Bonds are in substantially the form approved by the City Council in the Bond Resolution, have been signed with the manual signatures of the undersigned Mayor and have been attested and countersigned with the manual signature of the undersigned City Clerk; and (J) the Bond Resolution has been duly adopted by the Issuer, is in full force and effect and has not been modified, amended or repealed.

(7) Certified copy of the Bond Resolution.

(8) Executed copies of the Continuing Disclosure Certificate and this Contract.

(9) Evidence that S&P Global Ratings ("S&P") has issued a rating not lower than "__" for the Series 2018B Bonds.

(10) A certificate of an authorized representative of The Bank of New York Mellon Trust Company, N.A. (the "Bank"), as Registrar and Paying Agent, to the effect that (A) the Bank is a national bank duly organized, validly existing and in good standing under the laws of the United States of America and is duly authorized to exercise trust powers in the State of Florida, (B) the Bank has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority to execute and perform its functions under the Bond Resolution and any registrar and paying agent agreement, (C) the performance by the Bank of its functions under the Bond Resolution and any registrar and paying agent agreement will not result in any violation of the Articles of Association or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required to be obtained by the Bank in order to perform its functions under the Bond Resolution and any registrar and paying agent agreement, (D) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to his or her knowledge, threatened against or affecting the Bank wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Bank to perform its obligations under the Bond Resolution or any registrar and paying agent agreement and (E) the Series 2018B Bonds have been authenticated in accordance with the terms of the Bond Resolution.

(11) A certificate of the Chief Financial Officer pursuant to Section 208 of the Master Resolution with respect to the issuance of the Series 2018B Bonds.

(12) Evidence that the Issuer has deemed the Preliminary Official Statement "final" as of its date for purpose of the Rule, except for "permitted omissions."

(13) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request.

All of the evidence, opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Underwriter with such exceptions and modifications as shall be approved by the Underwriter and as shall not in the reasonable opinion of the Underwriter materially impair the investment quality of the Series 2018B Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2018B Bonds contained in this Contract, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2018B Bonds shall be terminated for any reason permitted by this Contract, this Contract shall terminate with respect to such Series 2018B Bonds subject to termination and neither the Underwriter nor the Issuer shall be under any further obligation hereunder with respect thereto, except that the Issuer shall return the good faith check referred to in Paragraph 5 and the respective obligations of the Issuer and the Underwriter set forth in Paragraph 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter shall have the right to terminate this Contract, without liability therefor, by notification from the Underwriter to the Issuer, if at any time subsequent to the date of this Contract at or prior to Closing, any of the following events shall, in the Underwriter's sole and reasonable judgment occur:

(a) the market price or marketability of the Series 2018B Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Series 2018B Bonds, shall be materially adversely affected by any of the following events:

(i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Series 2018B Bonds; or

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (2) any other calamity or crisis in the financial markets of the United States or elsewhere, (3) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (4) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of

determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Series 2018B Bonds, the Bond Resolution or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(vi) any rating on securities of the Issuer which are secured by a pledge or application of the Pledged Revenues on a parity with the Series 2018B Bonds is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Series 2018B Bonds or the ability of the Underwriter to enforce contracts for the sale of the Series 2018B Bonds; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Series 2018B Bonds shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental

agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Series 2018B Bonds, including the underlying obligations as contemplated by this Contract or by the Official Statement, or any document relating to the issuance, offering or sale of the Series 2018B Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Contract by the Underwriter, all obligations of the Issuer and the Underwriter under this Contract shall terminate, without further liability, except that: (i) the Issuer promptly shall return the Good Faith Deposit to the Underwriter, in accordance with Section 5 hereof, and (ii) the Issuer and the Underwriter shall pay their respective expenses as set forth in Section 10 here.

10. Expenses. The Underwriter shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the obligations of the Issuer hereunder including, but not limited to: (a) the cost of preparation, printing or other reproduction of the Bond Resolution; (b) the cost of preparation and printing of the Series 2018B Bonds; (c) the fees and disbursements of Bond Counsel, the City Attorney and Disclosure Counsel; (d) the fees and disbursements of the financial advisor to the Issuer; (e) the fees and disbursements of any experts, consultants or advisors retained by the Issuer, including fees of the auditor, the Paying Agent and Registrar; (f) fees for bond ratings; (g) the costs of preparing, printing and delivering a reasonable number of copies of the Preliminary Official Statement and the Official Statement and any supplements or amendments to either of them; and (h) reimbursement to the Underwriter of expenses incurred by the Underwriter on behalf of the Issuer's employees and representatives in connection with this Contract, including but not limited to, meals and travel of such employees and representatives, which payment may be in the form of inclusion of such expense in the expense component of the Underwriter's discount.

The Underwriter shall pay: (a) all advertising expenses in connection with the public offering of the Series 2018B Bonds and (b) all other expenses incurred by the Underwriter in connection with the public offering of the Series 2018B Bonds, including the fees and disbursements of counsel retained by the Underwriter, including the costs of all "blue sky" memoranda and related filing fees. In the event that either party shall have paid obligations of the other as set forth in this Section 10, adjustment shall be made at the time of the Closing.

11. Notices. Any notice or other communication to be given to the Issuer under this Contract may be given by delivering the same in writing at its address set forth above to the attention of the City Manager, 65 Stone Street, Cocoa, Florida 32922, Attn: Mr. John Titkanich, Jr., and any notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 501 N. Broadway, St. Louis, Missouri, 63102, Attn: Director of Public Finance.

12. Parties in Interest. This Contract is made solely for the benefit of the Issuer and the Underwriter and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) the delivery of the Series 2018B Bonds pursuant to this Contract; or (iii) any termination of this Contract but only to the extent provided by the last part of Section 8 hereof.

13. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in its sole discretion, and the approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing, signed by appropriate officer or officers of the Underwriter and delivered to the Issuer.

14. Effectiveness. This Contract shall become effective upon the execution of the acceptance hereof by the City Manager and shall be valid and enforceable at the time of such acceptance.

15. Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

16. Headings. The headings of the sections of this Contract are inserted for convenience only and shall not be deemed to be a part hereof.

17. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that: (i) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter, and the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby, and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Contract; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

[Remainder of page intentionally left blank]

18. Florida Law Governs. The validity, interpretation and performance of this Contract shall be governed by the laws of the State of Florida.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, the Underwriter

By:_____
Name: _____
Its: Managing Director

Accepted by:

CITY OF COCOA, FLORIDA

_____
John Titkanich, Jr., City Manager

Attested by:

_____
Carie Shealy, City Clerk

EXHIBIT A

CITY OF COCOA, FLORIDA
WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2018B

MATURITIES, AMOUNTS, INTEREST RATES, PRICES AND YIELDS

$_____ Serial Bonds

Maturity (October 1)	Amount	Interest Rate	Price	Yield
2018	$	%		%

$_____ ____% Term Bond due October 1, 20__ Price _____ Yield _____%

REDEMPTION PROVISIONS

Optional Redemption. The Series 2018B Bonds are subject to redemption prior to their stated dates of maturity, at the option of the Issuer, in whole or in part, on October 1, 20__, or any date thereafter, in such order as may be determined by the Issuer and by lot within a maturity, at the redemption price of the principal amount to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption. The Series 2018B Bonds maturing on October 1, 20__ are subject to mandatory redemption prior to maturity, by lot, in such manner as the Paying Agent may deem appropriate, at 100% of the principal amount of the Series 2018B Bonds so to be redeemed plus accrued interest to the date of redemption, without premium, on October 1, 20__, and on each October 1, thereafter, in the following amounts and in the years specified:

Year	**Principal Amount**

_____
* Maturity

EXHIBIT B

$_____
CITY OF COCOA, FLORIDA
WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2018B

DISCLOSURE STATEMENT

_____, 2018

City Council of City of Cocoa
Cocoa, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by City of Cocoa, Florida (the "Issuer") of the issue of bonds referred to above (the "Series 2018B Bonds"), Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), has agreed to underwrite a public offering of such Series 2018B Bonds. Arrangements for underwriting the Series 2018B Bonds will include a Purchase Contract between the Issuer and the Underwriter (the "Purchase Contract"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Contract.

The purpose of this letter is to furnish, pursuant to the provisions of Sections 218.385(2), (3) and (6), Florida Statutes, certain information in respect to the arrangement contemplated for the underwriting of the Series 2018B Bonds as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriter in connection with the issuance of the Series 2018B Bonds are set forth on Schedule I attached hereto.

(b) There are no "finders," as that term is defined in Section 218.386, Florida Statutes, connected with the issuance of the Series 2018B Bonds.

(c) The amount of underwriting spread, including the management fee, expected to be realized is as follows:

	Per $1,000	Dollar Amount
Average Takedown	$	$
Underwriter's Expenses		
Management Fee		
Total Underwriting Spread	$	$

* May not foot due to rounding.

(d) No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Series 2018B Bonds to any person not regularly employed or retained by the Underwriter, except as described in Schedule I attached hereto.

(e) The name and address of the Underwriter are set forth below:

Stifel, Nicolaus & Company, Incorporated
ATTN: Director of Public Finance
501 N Broadway
St Louis, MO 63102

(f) The Issuer is proposing to issue $_____ of its Water and Sewer System Revenue Bonds, Series 2018B to finance (i) a portion of the costs of the acquisition, construction and equipping of certain improvement to the Issuer's water and sewer system (the "Series 2018B Project"), (ii) a deposit to the Reserve Fund, and (iii) the costs of issuing the Series 2018B Bonds.

The Series 2018B Bonds are expected to be repaid over a period of approximately _____ (__) years and _____ (__) months (from the date of Closing). At a true interest cost rate of approximately _____%, total interest paid over the life of the Series 2018B Bonds will be $_____.

The payment of the principal of, premium, if any, and interest on the Series 2018B Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Revenues. Authorizing the Series 2018B Bonds will result in an average of $_____ of Pledged Revenues not being available to finance the other services of the Issuer each year for approximately _____ (__) years and _____ (___) months.

We understand that the Issuer does not require any further disclosure from the Underwriter, pursuant to Sections 218.385(2), (3) and (6), Florida Statutes.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, the Underwriter

By:_____
Name: _____
Its: Managing Director

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

	Per $1,000	Dollar Amount
Underwriter's Counsel	$	$
DTC		
Other / Miscellaneous		
CUSIP Numbers		
Ipreo Expense		
TOTAL		

EXHIBIT C
FORM OF ISSUE PRICE CERTIFICATE

City of Cocoa, Florida
$_____
Water And Sewer System Revenue Bonds, Series 2018B

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. [***Sale of the Bonds***. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.] OR [***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

2. ***[Initial Offering Price of the Hold-the-Offering-Price Maturities]***.

(a) [All Maturities Use Hold-the-Offering-Price Rule: Stifel offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] OR [Select Maturities Use Hold-the-Offering-Price Rule: Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

(b) [All Maturities use Hold-the-Offering-Price Rule: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Stifel has not offered or sold any Maturity of the unsold Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.] [Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of

each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Stifel has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms***.

(a) *Issuer* means the City of Cocoa, Florida.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person other than an Underwriter or a related party.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2018.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

[(f) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."]

[(g) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

[(h) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (i.e., _____, 2018), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bryant Miller Olive P.A., Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue

Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

Stifel, Nicolaus & Company, Incorporated

By:_____
_____
Managing Director

Dated: _____, 2018

EXHIBIT D

FORM OF ISSUER'S COUNSEL OPINION

_____, 2018

City Council of the City of Cocoa
Cocoa, Florida

Bryant Miller Olive P.A.
Orlando, Florida

Stifel, Nicolaus & Company, Incorporated
Orlando, Florida

Re: $_____ City of Cocoa, Florida Water and Sewer System Revenue Bonds, Series 2018B

Ladies and Gentlemen:

This opinion is being delivered as the opinion of City Attorney to the City of Cocoa, Florida (the "Issuer"). All terms used herein in capitalized form and not otherwise defined herein shall have the same meaning assigned thereto in the Bond Resolution (as hereinafter defined) or in the hereinafter defined Purchase Contract. In connection with the sale, issuance, execution and delivery of the above-referenced bonds (the "Series 2018B Bonds"), we have examined the Constitution and laws of the State of Florida, including particularly, Chapter 166, Florida Statutes, and other applicable provisions of law, and Resolution No. 93-27 duly adopted by the City Council of the Issuer (the "City Council") on August 18, 1993, as amended by Resolution Nos. 97-23, 98-2, 2007-44, 2009-104 and 2009-105, duly adopted by the City Council on April 22, 1997, January 13, 1998, May 8, 2007, September 8, 2009 and September 8, 2009, respectively (collectively, the "Master Resolution") and as further supplemented and amended by Resolution No. 2018-__ and Resolution No. 2018-__, both duly adopted by the City Council on August __, 2018 (together with the Master Resolution, the "Bond Resolution"). We have also reviewed the Preliminary Official Statement dated _____, 2018, related to the Series 2018B Bonds (the "Preliminary Official Statement") and the final Official Statement dated _____, 2018, related to the Series 2018B Bonds (the "Official Statement"), the Purchase Contract dated _____, 2018 (the "Purchase Contract"), by and between the Issuer and the Underwriter (as defined therein) and the Continuing Disclosure Certificate dated as of the date hereof (the "Continuing Disclosure Certificate"). We have also made such investigation and have examined such ordinances, resolutions, certificates, documents, public records and proceedings as we have deemed relevant and necessary in rendering the opinions expressed below. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Bond Resolution.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the Bond Resolution, the Preliminary Official Statement, the Official Statement, and in the certified proceedings and other certifications of public officials furnished to

us, without undertaking to verify the same by independent investigation. We have not undertaken any independent audit, examination, investigation or inspection of such matters and have relied solely on the facts, estimates, and circumstances described in such proceedings and certifications. We have assumed the genuineness of signatures (except signatures on behalf of the Issuer) on all documents and instruments, the authenticity of documents submitted as originals and the conformity to original documents submitted as copies. It is also understood that we, and the Issuer, have solely relied on Bond Counsel, Bryant Miller Olive P.A. for the opinions referenced in their opinion letter(s) to the Issuer and the Underwriter, dated _____, 2018, and the issuance of legal advice and opinions regarding the Series 2018B Bonds and other related bond closing documents. Whenever in this opinion a matter is limited by the term "to the best of our knowledge," such statement is deemed to refer to our actual knowledge and excludes imputed knowledge, and we disclaim any duty to verify the same by independent investigation.

This opinion should not be construed as offering material or an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of bonds. In addition, we have not been engaged to and, therefore, do not express any opinion as to compliance by the Issuer with any federal or state statute, regulation, or ruling with respect to securities and the sale and distribution of the Series 2018B Bonds.

Based upon the foregoing, we are of the opinion, as of the date of this letter, that:

(1) The Issuer is a municipal corporation duly organized and validly existing under the laws of the State of Florida and has full legal right, power and authority to adopt and perform its obligations under the Bond Resolution, to operate the System, to collect the Pledged Revenues and to pledge the same pursuant to the Bond Resolution, to authorize, execute, deliver and perform its obligations under the Series 2018B Bonds, the Purchase Contract and the Continuing Disclosure Certificate, to undertake the Series 2018B Project and to issue the Series 2018B Bonds to finance the Series 2018B Project.

(2) The Issuer has duly adopted the Bond Resolution and has duly authorized, executed and delivered the Purchase Contract, the Series 2018B Bonds and the Continuing Disclosure Certificate, and each constitutes the legal, binding and valid obligation of the Issuer, enforceable in accordance with its terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion.

(3) All approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Issuer of its obligations under the Bond Resolution or the collection of the Pledged Revenues have been obtained and are in full force and effect.

(4) With respect to the information contained in the Official Statement under the headings "THE CITY," "SECURITY FOR THE SERIES 2018B BONDS," "THE WATER AND SEWER SYSTEM," "LITIGATION" and "AUTHORIZATION OF OFFICIAL STATEMENT," and without having undertaken to determine independently the accuracy or completeness of the contents contained under such headings in the Official Statement, including but not limited to

appendices, schedules and exhibits thereto, nothing has come to our attention which leads us to believe that the information contained under said headings of the Official Statement (except for the historical financial information, demographics, and statistical or other operating data or information contained therein and except for information therein regarding DTC and its book-entry system, as to which no view or opinion is expressed by us) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. No view or opinion is expressed by us with respect to information contained under any other heading of the Official Statement than those set forth herein.

(5) The Preliminary Official Statement has been duly authorized and delivered by the Issuer, and the Official Statement has been duly authorized, executed and delivered by the Issuer, and the Issuer has consented to the use thereof for the offering of the Series 2018B Bonds.

(6) The adoption of the Bond Resolution and the authorization, execution and delivery of the Continuing Disclosure Certificate, the Purchase Contract and the Series 2018B Bonds, and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, consent decree, ordinance or resolution or, to the best of our knowledge, any agreement or other instrument to which the Issuer was or is subject as the case may be, nor will such enactment, adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Bond Resolution; provided, however, that no opinion is expressed concerning compliance with the federal securities laws or the "Blue Sky" laws of the various states.

(7) The Issuer is lawfully entitled to receive and empowered to pledge the Pledged Revenues to the extent and for the purposes provided in the Bond Resolution. The Issuer is in compliance with all applicable requirements of law relating to the Issuer's receipt of the Pledged Revenues.

(8) Except as otherwise disclosed in the Official Statement, there is no litigation or proceeding pending, or to the best of our knowledge after due inquiry threatened, challenging the creation, organization or existence of the Issuer, or the validity of the Bond Resolution, the Series 2018B Bonds, the Purchase Contract or the Continuing Disclosure Certificate, seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby or under which a determination adverse to the Issuer would have a material adverse effect upon the financial conditions or the revenues of the Issuer, or which, in any manner, questions the right of the Issuer to issue the Series 2018B Bonds or to collect or pledge the Pledged Revenues for repayment of the Series 2018B Bonds as described in the Official Statement.

This opinion is rendered and delivered to you solely for your benefit in connection with the transactions contemplated hereby. The opinions rendered herein may not be used, circulated, quoted, relied upon or otherwise referred to by others for any purpose without our prior written consent.

All opinions expressed herein are based upon present Florida law and the present federal laws of the United States (and interpretations thereof) and not the law of any other jurisdiction. Further, all opinions expressed herein are predicated upon present facts and circumstances. We do not assume any duty to update the opinions rendered herein if such laws (and interpretations thereof), facts or circumstances change after the date hereof.

Sincerely,

GARGANESE, WEISS, D'AGRESTA &
SALZMAN, P.A.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2018

NEW ISSUE

RATING: See "RATING" herein.

DAC Bond

BOOK-ENTRY ONLY

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and court decisions, and assuming compliance with certain tax covenants described herein, interest on the Series 2018_ Bonds is excludable from gross income of the owners thereof for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. However, it should be noted that such interest is included in adjusted current earnings in calculating corporate alternative minimum taxable income for taxable years beginning prior to January 1, 2018. Such interest also may be subject to other federal income tax consequences referred to herein under "TAX MATTERS." See "TAX MATTERS" herein for a more general discussion of Bond Counsel's opinion and other tax considerations.

$_____*

City of Cocoa, Florida

Water and Sewer System Revenue Bonds, Series 2018_

Dated: Date of Delivery

Due: October 1, in each year as shown below

The City of Cocoa, Florida Water and Sewer System Revenue Bonds, Series 2018_ (the "Series 2018_ Bonds") are being issued by the City of Cocoa, Florida (the "City") as fully registered Bonds, without coupons, in the denomination of $5,000 each or any integral multiple thereof. The Series 2018_ Bonds will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers will not receive physical delivery of certificates. Transfers of ownership interest in the Series 2018_ Bonds will be effected by the DTC book-entry system, as described herein. The principal and the premium, if any, on the Series 2018_ Bonds will be payable at maturity or redemption by The Bank of New York Mellon Trust Company, N.A., as Registrar and Paying Agent, or its successors. Interest on the Series 2018_ Bonds is payable semi-annually on April 1 and October 1 of each year, commencing _____ 1, 2018. See "DESCRIPTION OF THE SERIES 2018_ BONDS" herein.

The Series 2018_ Bonds are subject to optional and mandatory redemption prior to maturity as more fully described herein.

The Series 2018_ Bonds are being issued by the City, pursuant to Resolution No. 93-27 duly adopted by the City Council of the City (the "City Council") on August 18, 1993, as amended by Resolution Nos. 97-23, 98-2, 2007-44, 2009-104 and 2009-105, duly adopted by the City Council on April 22, 1997, January 13, 1998, May 8, 2007, September 8, 2009 and September 8, 2009, respectively (collectively, the "Master Resolution") and as amended by Resolution No. 2018-__ (the "Amendment Resolution") and as supplemented by Resolution No. 2018-__ (the "Series 2018_ Resolution"), each duly adopted by the City Council on August __, 2018 (together with the Master Resolution, the "Bond Resolution").

The Series 2018_ Bonds are being issued pursuant to the Bond Resolution to finance (i) a portion of the costs of the acquisition, construction, and equipping of certain improvements to the City's water

* Preliminary, subject to change.

and sewer system described herein, which include the capital projects as described more fully herein, (ii) a deposit to the Reserve Fund, and (iii) the costs of issuing the Series 2018_ Bonds. See "THE SERIES 2018_ PROJECT" herein. Principal of, premium, if any, and interest on, the Series 2018_ Bonds are payable solely from the Pledged Revenues in accordance with the terms as established by the Bond Resolution, as described more fully herein, on a parity with the City's outstanding Parity Bonds (defined herein).

Prior to or simultaneously with the issuance of the Series 2018_ Bonds, the City anticipates issuing its Taxable Water and Sewer Refunding Revenue Note, Series 2018_ (the "Series 2018_ Note") through a private placement, the proceeds of which will be used to refund the City's Outstanding Water and Sewer Refunding Revenue Bonds, Series 2009A and Series 2009B (collectively, the "Series 2009 Bonds"), **[other than the Series 2009 Bonds maturing on October 1, 2019].** The Series 2018_ Note is not offered pursuant to this Official Statement. See "THE SERIES 2018_ NOTE" herein.

NEITHER THE SERIES 2018_ BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON, SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA AND DO NOT CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY OR A LIEN UPON ANY PROPERTY OF THE CITY OTHER THAN AS PROVIDED IN THE BOND RESOLUTION AND NO OWNER OF ANY SERIES 2018_ BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2018_ BONDS OR THE INTEREST AND PREMIUM, IF ANY, THEREON, AND THE SERIES 2018_ BOND AND INTEREST AND PREMIUM, IF ANY, THEREON, SHALL BE PAYABLE SOLELY FROM, AND SECURED SOLELY BY, THE PLEDGED REVENUES IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

The Amendment Resolution contains amendments to the Master Resolution (the "Amendments"), which Amendments will not become effective until receipt of the consent of any Insurers of Outstanding Bonds and the Holders of two-thirds (2/3) of the aggregate principal amount of the Bonds Outstanding under the Bond Resolution. By acceptance of its Series 2018_ Bond, each Holder thereof will be deemed to have consented to all of the Amendments contained in the Amendment Resolution. See "SPRINGING AMENDMENTS TO MASTER RESOLUTION" herein for a description of the Amendments.

The Series 2018_ Bonds will be secured by the common Reserve Fund held under the Bond Resolution until the Amendments are effective, at which time the Series 2018_ Bonds will no longer be secured by the Reserve Fund or any other reserve fund or account under the Bond Resolution.

This cover page contains information for quick reference only. It is not and is not intended to be a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of any informed investment decision.

The Series 2018_ Bonds are offered when, as and if issued and received by the Underwriter, and subject to the approval of Bryant Miller Olive P.A., Orlando, Florida, as Bond Counsel. Certain legal matters will be passed upon for the City by Garganese, Weiss, D'Agresta & Salzman, P.A., attorney for the City and by Bryant Miller Olive P.A., Miami, Florida, as Disclosure Counsel to the City. GrayRobinson, P.A. is acting as counsel to the Underwriter. Dunlap & Associates, Inc., Winter Park, Florida, is acting as Financial Advisor to the City. The Series 2018_ Bonds are expected to be delivered to the Underwriter on or about _____, 2018.

STIFEL LOGO

Dated: _____, 2018

**$_____*
CITY OF COCOA, FLORIDA
WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2018_**

MATURITIES, AMOUNTS, INTEREST RATES, PRICES, YIELDS AND CUSIPS*

Maturity (October 1)	Principal Amount	Interest Rate	Price	Yield	Initial CUSIP Numbers**
2019					
2020					
2021					
2022					
2023					
2024					
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$_____* – _____% Term Series 2018_ Bonds due October 1, 20__ – Price _____% – CUSIP _____**

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* Preliminary, subject to change.

** The City is not responsible for the use of CUSIP numbers, nor is a representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2018_ Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The City has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

OFFICIALS OF THE
CITY OF COCOA, FLORIDA

COUNCIL MEMBERS
Henry U. Parrish III, Mayor
Jeri Blanco, Deputy Mayor
Clarence Whipple, Jr., Councilman
Brenda Warner, Councilwoman
Don Boisvert, Councilman

CITY MANAGER
John Titkanich, Jr.

ASSISTANT CITY MANAGER
Matthew Fuhrer

CITY CLERK
Carie Shealy

FINANCE DIRECTOR
Rebecca Bowman

UTILITIES DIRECTOR
John "Jack" A. Walsh, P.E.

CITY ATTORNEY
Garganese, Weiss, D'Agresta & Salzman, P.A.
Orlando, Florida

BOND COUNSEL
Bryant Miller Olive P.A.
Orlando, Florida

DISCLOSURE COUNSEL
Bryant Miller Olive P.A.
Miami, Florida

FINANCIAL ADVISOR
Dunlap & Associates, Inc.
Winter Park, Florida

No dealer, broker, salesman or other person has been authorized by the City to give any information or to make any representations in connection with the Series 2018_ Bonds other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2018_ Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been obtained from the City, DTC, if any, and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the City with respect to any information provided by others. The information and expressions of opinion stated herein are subject to change, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2018_ BONDS HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2018_ BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH AND AS PART OF ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THE TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF SUCH INFORMATION.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CITY AND ANY ONE OR MORE OF THE OWNERS OF THE SERIES 2018_ BONDS.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2018_ Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

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OFFICIAL STATEMENT
Relating to

$_____*_____
City of Cocoa, Florida
Water and Sewer System Revenue Bonds, Series 2018_

INTRODUCTION

The purpose of this Official Statement, including the cover and inside cover pages and appendices, is to provide information concerning the offer and sale by the City of Cocoa, Florida (the "City") of its Water and Sewer System Revenue Bonds, Series 2018_ (the "Series 2018_ Bonds"). The Series 2018_ Bonds are being issued by the City, pursuant to Resolution No. 93-27 duly adopted by the City Council of the City (the "City Council") on August 18, 1993, as amended by Resolution Nos. 97-23, 98-2, 2007-44, 2009-104 and 2009-105, duly adopted by the City Council on April 22, 1997, January 13, 1998, May 8, 2007, September 8, 2009 and September 8, 2009, respectively (collectively, the "Master Resolution") and as amended by Resolution No. 2018-__ (the "Amendment Resolution") and as supplemented by Resolution No. 2018-___ (the "Series 2018_ Resolution"), each duly adopted by the City Council on August __, 2018 (together with the Master Resolution, the "Bond Resolution"). A composite of the Master Resolution and copies of the Amendment Resolution and Resolution No. 2018-__ are included collectively in this Official Statement as "APPENDIX C – BOND RESOLUTION."

The Amendment Resolution contains amendments to the Master Resolution (the "Amendments"), which Amendments will not become effective until receipt of the consent of any Insurers of Outstanding Bonds and the Holders of two-thirds (2/3) of the aggregate principal amount of the Bonds Outstanding**. BY ACCEPTANCE OF ITS SERIES 2018_ BOND, EACH HOLDER THEREOF WILL BE DEEMED TO HAVE CONSENTED TO ALL OF THE AMENDMENTS CONTAINED IN THE AMENDMENT RESOLUTION.** See "SPRINGING AMENDMENTS TO MASTER RESOLUTION" herein for a description of the Amendments.

The Series 2018_ Bonds will be secured by the common Reserve Fund held under the Bond Resolution until the Amendments are effective, at which time the Series 2018_ Bonds will no longer be secured by the Reserve Fund or any other reserve fund or account under the Bond Resolution.

The Series 2018_ Bonds and the interest thereon are payable solely from the Net Revenues of the system that is owned, operated and maintained by the City to supply potable water (the "Water System") and the system that is owned, operated and maintained by the City for the collection, transmission, treatment and disposal of sewage (the "Sewer System" and together with the Water System, the "Water and Sewer System"), Pledged Impact Fees, to the extent legally available, and, until applied in accordance with the provisions of the Bond Resolution, all moneys, including investments thereof, in the funds and accounts established by the Bond Resolution except the Operation and Maintenance Fund, the Unpledged Impact Fee Accounts and amounts on deposit in the Rebate Account (collectively, the "Pledged Revenues").

NEITHER THE SERIES 2018_ BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON, SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA AND DO NOT CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY OR A LIEN UPON

* Preliminary, subject to change.

ANY PROPERTY OF THE CITY OTHER THAN AS PROVIDED IN THE BOND RESOLUTION AND NO OWNER OF ANY SERIES 2018_ BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2018_ BONDS OR THE INTEREST AND PREMIUM, IF ANY, THEREON, AND THE SERIES 2018 BONDS AND THE INTEREST AND PREMIUM, IF ANY, THEREON, SHALL BE PAYABLE SOLELY FROM, AND SECURED SOLELY BY, THE PLEDGED REVENUES IN THE MANNER PROVIDED IN THE BOND RESOLUTION. THE SERIES 2018_ BONDS SHALL NOT CONSTITUTE A LIEN UPON THE WATER AND SEWER SYSTEM OR UPON ANY PROPERTY OF THE CITY EXCEPT AS PROVIDED IN THE BOND RESOLUTION.

Prior to or simultaneously with the issuance of the Series 2018_ Bonds, the City anticipates issuing its Taxable Water and Sewer Refunding Revenue Note, Series 2018_ (the "Series 2018_ Note") through a private placement, the proceeds of which will be used to refund the City's Outstanding Water and Sewer Refunding Revenue Bonds, Series 2009A (the "Series 2009A Bonds") and Series 2009B (the "Series 2009B Bonds and, collectively with the Series 2009A Bonds, the "Series 2009 Bonds"), **[other than the Series 2009 Bonds maturing on October 1, 2019].** The Series 2018_ Note is not offered pursuant to this Official Statement. See "THE SERIES 2018_ NOTE" herein.

The Series 2018_ Bonds will be issued on a parity with the City's Outstanding Water and Sewer System Refunding Revenue Bonds, Series 1999 (the "Series 1999 Bonds") currently outstanding in the aggregate principal amount of $1,300,000; Water and Sewer System Refunding Revenue Bonds, Series 2003 (the "Series 2003 Bonds") currently outstanding in the aggregate principal amount of $9,435,000; the Series 2009B Bonds maturing on October 1, 2019 in the aggregate principal amount of $1,495,000; and Water and Sewer System Revenue Bonds, Series 2010 (Federally Taxable-Build America Bonds-Direct Subsidy) (the "Series 2010 Bonds") currently outstanding in the aggregate principal amount of $21,770,000 (collectively, the "Parity Bonds").

Certain capitalized terms used herein have the same meaning as in the Bond Resolution unless the context clearly indicates otherwise. See "APPENDIX C - BOND RESOLUTION" for definitions used therein and in this Official Statement. The descriptions of the Series 2018_ Bonds, the documents authorizing and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the City by contacting the office of the Finance Director, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, (321) 433-8626.

SPRINGING AMENDMENTS TO MASTER RESOLUTION

On August ___, 2018, the City adopted the Amendment Resolution, which contains the Amendments to the Master Resolution which will not become effective until the City has received both the consent of the Holders of two-thirds (2/3) of the aggregate principal amount of Bonds Outstanding and any Insurer of Outstanding Bonds. The Series 2003 Bonds and the Series 1999 Bonds are currently insured. The City anticipates receipt of the consent of the Insurer with respect to the Series 2003 Bonds. The Series 1999 Bonds finally mature on October 1, 2018 so the consent of the Insurer with respect to the Series 1999 Bonds is not being requested. **BY ACCEPTANCE OF ITS SERIES 2018_ BOND, EACH PURCHASER WILL BE DEEMED TO HAVE CONSENTED TO ALL OF THE AMENDMENTS CONTAINED IN THE AMENDMENT RESOLUTION.** Upon issuance of the Series 2018_ Note and the Series 2018_ Bonds, the City will have received consent of the Holders of ___% of the aggregate principal amount of Bonds Outstanding. No assurance can be given when the Amendments will become effective. The City intends to

obtain additional consents upon the issuance of Additional Bonds and receipt of the consent of the Holders thereof to the Amendments.

The Series 2018_ Bonds will be secured by the common Reserve Fund held under the Bond Resolution until the Amendments become effective, at which time the Master Resolution will allow the creation of a separate reserve account for a separate Series of Bonds and the establishment of a Reserve Account Requirement of $0. At such time, the Series 2018_ Bonds will no longer be secured by the common Reserve Fund or any other reserve fund or account under the Bond Resolution. See "SECURITY FOR THE SERIES 2018 BONDS – Reserve Fund" herein.

The Amendments are described briefly below but are subject in all respects to the actual text of the Amendments in the Amendment Resolution included as part of APPENDIX C attached hereto. All defined terms in the summary below shall have the definitions provided in the Bond Resolution.

[INSERT AMENDMENTS]

THE CITY

General

The City has a 2017 population of approximately 18,982 and is located on the Intracoastal Waterway on the central east coast of Florida in Brevard County, Florida (the "County"). The City was incorporated as a village in 1895 and as a city in 1913. The present City Charter was adopted in 1988 and provides for a Council-City Manager form of government. The elected City Council consists of a Mayor and four Council Members. The City Council appoints the City Manager.

City Management

City Manager. John A. Titkanich, Jr., AICP, ICMA-CM, has been the City Manager since 2012 and has been with the City since 2002. Prior to his appointment as the City Manager, Mr. Titkanich served as the City's Community Development Director for eight years and as its Economic Development Manager for three years. Prior to joining the City, he served as a planner in both land development and economic development for the City of Orlando. Mr. Titkanich is a member of the International City County Management Association (ICMA), the Florida City and County Management Association (FCCMA), the American Planning Association (APA) and the Florida Brownfields Association (FBA). He is a Credentialed Manager with ICMA and also a Certified Planner with the APA American Institute of Certified Planners. Mr. Titkanich currently serves as a member of the Florida League of Cities Legislative Policy Committee – Growth Management and Economic Affairs, the ICMA Sustainable Communities Advisory Council, the FCCMA Communications Committee, and is a member of the Board of Directors for the United Way of Brevard County. Mr. Titkanich also served five years as a member of the Board of Directors of the FBA (President in 2012-2013) and he currently serves on the FBA Legislative and Technical Committee. He previously served two years as an adjunct faculty member for the University of Central Florida's MPA program, teaching graduate-level Strategic Planning for Public and Non-Profit Organizations.

Mr. Titkanich holds an MPA and a Graduate Certificate in Urban and Regional Planning from the University of Central Florida and a B.A. in Political Science from Florida Atlantic University.

Assistant City Manager. Matthew Fuhrer joined the City in 2014 and has served as Assistant City Manager since November 2015. Prior to promotion to Assistant City Manager, Mr. Fuhrer served two years as the special assistant to the City Manager. Previously, he worked for the City of Lakeland in the Office of

General Counsel. Mr. Fuhrer also served as a law enforcement officer in the states of Wyoming and South Dakota. He has been actively involved in the FCCMA since 2012, currently serving on the Professional Development and Conference Planning Committees. Mr. Fuhrer is also the current Vice President of the Space Coast Public Management Association.

Mr. Fuhrer holds a B.A. in Criminal Justice from the University of South Dakota. He is currently pursuing an M.P.A. degree, also from the University of South Dakota.

Finance Director. Rebecca Bowman joined the City in July 2018. Mrs. Bowman has over ten years of experience in governmental accounting. Most recently and since October 2012, she was the Finance Director at the City of Casselberry, Florida.

Mrs. Bowman graduated from Rollins College Professional M.B.A. program with a Masters of Business Administration and a major in Accounting. She holds a Bachelor of Arts degree with a major in Accounting from North Central College, Naperville, Illinois. She is a Certified Government Finance Officer as designated by the Florida Government Finance Officers Association (November 2014) and a Certified Government Financial Manager as designated by the Association of Government Accountants (October 2014). She is an active member of the Government Finance Officers Association (GFOA), the Florida Government Finance Officers Association (FGFOA), and the Central Florida Government Finance Officers Association (CGFOA), the local chapter of FGFOA. Mrs. Bowman volunteers on the GFOA Special Review Committee as a reviewer for the Certificate of Achievement for Excellence in Financial Reporting. She has served on various committees of the FGFOA, such as the Webinar Committee, Certification Committee, and Technical Committee, and currently serves on the Webinar and Membership committees. Mrs. Bowman and her team earned the Certificate of Achievement for Excellence in Financial Reporting, the Distinguished Budget Presentation Award, and the Popular Annual Financial Reporting Award from GFOA during her tenure as Finance Director at the City of Casselberry.

City Clerk. Carie Shealy has been with the City since 2005. She became City Clerk in June 2015. Prior to that, she served as the Assistant City Clerk and Recording Secretary. Ms. Shealy obtained a Certified Municipal Clerk certification in January 2010 through the International Institute of Municipal Clerks. Ms. Shealy has been a member of the International Institute of Municipal Clerks since 2006, the Florida Association of City Clerks since 2006 and the Brevard County City Clerk's Association since 2007. Additionally, she has served on various City committees.

Ms. Shealy has a B.S. degree in Administration from Barry University, and is currently pursuing a Master of Administration degree, also from Barry University.

Demographics

The economy is improving at a slower pace within the City than at the State and County levels and, as a result, the City maintains a higher level of unemployment. According to the U.S. Census Bureau, the City's estimated unemployment rate for 2017 was ___% as compared to 4.6% for the Palm Bay - Melbourne - Titusville, Florida MSA for the same estimation period. However, according to a 201__ Economic Baseline Analysis prepared by an independent consultant engaged by the City, the unemployment rate for the City was estimated to be ____% for 2017. The City attributes its larger unemployment rate and a slower tax base recovery and economic improvement to a disproportionately high percentage of disadvantaged residents in the City compared to the County and the State. The City has undertaken a number of economic development strategies to improve job opportunities through business recruitment to the area.

For additional information concerning the City, including information regarding the City's pension and other post-employment benefit obligations, see "APPENDIX B – GENERAL INFORMATION - CITY OF COCOA, FLORIDA" hereto.

THE SERIES 2018_ PROJECT

The improvements to the Water and Sewer System to be financed with proceeds of the Series 2018_ Bonds (the "Series 2018_ Project") include

[INSERT FROM RESOUTION]

The cost of the Series 2018_ Project, and related engineering services, are estimated to be approximately $41.5 million. The Series 2018_ Project has a Water Expansion Percentage equal to __% and a Sewer Expansion Percentage equal to __%. As a result, __% of the Series 2018_ Project is a qualified use of Water Impact Fees and __% of the Series 2018_ Project is a qualified use of Sewer Impact Fees. Certain of the projects funded with proceeds of the Parity Bonds constituted a qualified use of Water Impact Fees and/or Sewer Impact Fees and a portion of the debt service related thereto may be paid therefrom. See "THE WATER AND SEWER SYSTEM – Historical and Pro Forma Debt Service Coverage" herein.

SERIES 2018_ NOTE

Prior to or simultaneously with the issuance of the Series 2018_ Bonds, the City anticipates issuing the Series 2018_ Note through a private placement, the proceeds of which will be used to refund the Series 2009 Bonds, other than the Series 2009 Bonds maturing on October 1, 2019**.** The Series 2018_ Note is not offered pursuant to this Official Statement.

[INSERT DESCRIPTION OF FINAL TERMS OF SERIES 2018_ NOTE]

DESCRIPTION OF THE SERIES 2018_ BONDS

Principal Amount, Date, Interest and Maturities

The Series 2018_ Bonds will be issued in fully registered form, without coupons, in the denomination of $5,000 or integral multiples thereof and will initially be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York. See "DESCRIPTION OF THE SERIES 2018_ BONDS - Book-Entry Only System" herein.

The Series 2018_ Bonds shall be dated the date of delivery of the Series 2018_ Bonds, shall bear interest payable semi-annually on October 1 and April 1, commencing _____ 1, 2018, and shall mature on the dates and in the principal amounts as set forth on the inside cover page of this Official Statement. Principal of and premiums, if any, on the Series 2018_ Bonds will be paid upon presentation and surrender, when due, at the principal office of The Bank of New York Mellon Trust Company, N.A., as Paying Agent and Bond Registrar.

Book-Entry Only System

The Series 2018_ Bonds will be available only in book-entry form in authorized denominations of $5,000 and any integral multiple thereof. Purchasers of the Series 2018_ Bonds will not receive certificates representing their interests in the Series 2018_ Bonds purchased. The City has entered into a letter of representations with DTC providing for such book-entry system.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2018_ Bonds. The Series 2018_ Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2018_ Bond certificate will be issued for each maturity of the Series 2018_ Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2018_ Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2018_ Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2018_ Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2018_ Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2018_ Bonds, except in the event that use of the book-entry system for the Series 2018_ Bonds is discontinued.

To facilitate subsequent transfers, all the Series 2018_ Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2018_ Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2018_ Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the Series 2018_ Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2018_ Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2018_ Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond Ordinance. For example, Beneficial Owners of the Series 2018_ Bonds may wish to ascertain that the nominee holding the Series 2018_ Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2018_ Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2018_ Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal, interest and redemption premiums, if any, on the Series 2018_ Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption premiums, if any, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2018_ Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2018_ Bond certificates are required to be printed and delivered to DTC.

The City may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2018_ Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2018_ BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC

PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2018_ BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

Redemption

Optional Redemption. The Series 2018_ Bonds are subject to redemption prior to their stated dates of maturity, at the option of the City, in whole or in part, on October 1, 20__, or any date thereafter, in such order as may be determined by the City and by lot within a maturity, at the redemption price of the principal amount to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption. The Series 2018_ Bonds maturing on October 1, 20__ are subject to mandatory redemption prior to maturity, by lot, in such manner as the Paying Agent may deem appropriate, at 100% of the principal amount of the Series 2018_ Bonds so to be redeemed plus accrued interest to the date of redemption, without premium, on October 1, 20__ and on each October 1 thereafter, in the following amounts and in the years specified:

Year	Principal Amount

_____
* Final Maturity

Notice of Redemption. Not more than 60 days nor less than 30 days prior to the redemption date, notice of such redemption (i) shall be filed with the Paying Agent, and (ii) shall be mailed first class mail, postage prepaid, to all Holders of Series 2018_ Bonds to be redeemed. Interest shall cease to accrue on any Series 2018_ Bonds called for redemption on the redemption date, if payment thereof has been provided and such notice shall state: (A) the CUSIP numbers of all Series 2018_ Bonds being redeemed; (B) the original issue date of such Series 2018_ Bonds; (C) the maturity date and rate of interest borne by each Series 2018_ Bond being redeemed; (D) the redemption date; (E) the redemption price; (F) the date on which such notice is mailed; (G) if less than all Outstanding Series 2018_ Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Series 2018_ Bond, the principal amount) of each Series 2018_ Bond to be redeemed; (H) that on such redemption date there shall become due and payable upon each Series 2018_ Bond being redeemed the redemption price thereof, or the redemption price of the specified portions of the principal thereof in the case of Series 2018_ Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable; (I) that the Series 2018_ Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the redemption price and accrued interest, if any, at the designated office of the Bond Registrar at an address specified; and (J) the name and telephone number of a person designated by the Bond Registrar to be responsible for such redemption. Failure to give such notice by mailing to any owner of Series 2018_ Bonds designated for redemption, shall not affect the validity of any proceeding for the redemption of any other Series 2018_ Bonds as to which such notice was given.

Notice having been mailed and filed in the manner and under the conditions described above, the Series 2018_ Bonds or portions of Series 2018_ Bonds so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption

of such Series 2018_ Bonds or portions of Series 2018_ Bonds on such date. On the date so designated for redemption, notice having been mailed and filed and moneys for payment of the redemption price being held in separate accounts in trust for the holders of the Series 2018_ Bonds or portions thereof to be redeemed, all as provided in the Bond Resolution, interest on the Series 2018_ Bonds or portions of Series 2018_ Bonds so called for redemption shall cease to accrue, such Series 2018_ Bonds and portions of Series 2018_ Bonds shall cease to be entitled to any lien, benefit or security under the Bond Resolution, and the holders or registered owners of such Series 2018_ Bonds or portions of Series 2018_ Bonds, shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Series 2018_ Bonds shall no longer be deemed Outstanding under the Bond Resolution.

Partial Redemption. If less than all of the Series 2018_ Bonds are to be redeemed, the particular Series 2018_ Bonds to be redeemed shall be selected by lot, in any customary manner of selection, by the Paying Agent in such manner as the Paying Agent in its discretion may determine.

Negotiability, Registration and Transfer of Bonds

The City shall cause books for the registration and for the transfer of the Series 2018_ Bonds to be kept by the Bond Registrar. All Series 2018_ Bonds shall be registered as to both principal and interest. Any Series 2018_ Bond may be transferred only upon an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on the Bond register maintained by the Bond Registrar and endorsed on the Series 2018_ Bond by the Bond Registrar. No charge shall be made to any Bondholder for registration and transfer as hereinabove provided but any Bondholder requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any Bond during the period of fifteen (15) days next preceding any interest payment date of such Series 2018_ Bond nor after such Series 2018_ Bond has been selected for redemption, except that if any Insurer has made a payment of principal or Accreted Value with respect to any Series 2018_ Bonds, such Series 2018_ Bonds may be registered in the name of such Insurer at any time.

SECURITY FOR THE SERIES 2018_ BONDS

Source of Payment

The Series 2018_ Bonds are payable solely from, and secured by, a pledge of, and lien on, the Net Revenues of the Water and Sewer System, the Pledged Impact Fees, to the extent legally available, and, until applied in accordance with the provisions of the Bond Resolution, all moneys, including investments thereof, in the Funds and Accounts established by the Bond Resolution, except the Operation, Maintenance Fund, the Unpledged Impact Fee Accounts and the Rebate Account (collectively, the "Pledged Revenues") on a parity with the City's Outstanding Parity Bonds and any Additional Bonds hereafter issued. __% of the Series 2018_ Project is an expansion project and a qualified use of Water Impact Fees and . __% of the Series 2018_ Project is an expansion project and a qualified use of Sewer Impact Fees. Therefore __% of Water Impact Fees and __% of Sewer Impact Fees may be used to pay a portion of the debt service on the Series 2018_ Bonds. Certain of the projects funded with proceeds of the Parity Bonds constituted a qualified use of Water Impact Fees or Sewer Impact Fees and the debt service related thereto may be paid from such Water and Sewer Impact Fees.

Neither the Series 2018_ Bonds nor the interest and premium, if any, payable thereon constitute a general obligation or general indebtedness of the City within the meaning of any constitutional or statutory provisions or limitations. The Series 2018_ Bonds and the interest and premium, if any, payable thereon do

not constitute a pledge of the full faith and credit of the City or a lien upon any property of the City except as provided in the Bond Resolution. The Series 2018_ Bonds and the interest and premium, if any, payable thereon are payable solely from and secured by a lien upon and pledge of the Pledged Revenues on a parity with the Parity Bonds and any Additional Bonds hereafter issued. The Bond Resolution provides that no Holder of any of the Series 2018_ Bonds shall have the right to compel the exercise of any ad valorem taxing power of the City to pay the Series 2018_ Bonds or the interest and premium, if any, thereon, nor shall any Holder be entitled to payment of such principal, interest, or premium, if any, from any funds of the City other than the Pledged Revenues. The Bond Resolution further provides that neither the Series 2018_ Bonds nor the interest thereon shall constitute a lien upon the Water and Sewer System or upon any property of or in the City, but shall have a lien only upon the Pledged Revenues in the manner provided in the Bond Resolution.

The provisions of the Bond Resolution constitute a contract with the Holders of the Bonds issued thereunder.

Net Revenues

Under the Bond Resolution, the following meanings have been assigned to the terms "Net Revenues," "Cost of Operation and Maintenance" and "Revenues":

"Net Revenues" for any particular period shall mean the excess of Revenues for such period over the Costs of Operation and Maintenance for such period.

"Cost of Operation and Maintenance" shall mean the City's current expenses of maintenance, repair and operation of the Water and Sewer System and shall include, without limiting the generality of the foregoing, all ordinary and usual expenses of maintenance and repair, which may include expenses not annually recurring, insurance premiums, engineering expenses relating to maintenance, repair and operation, fees and expenses of the Paying Agent, legal expenses, any taxes which may be lawfully imposed on the Water and Sewer System or its income or operations and reserves for such taxes, and any other expenses required to be paid by the City in order to properly operate and maintain the Water and Sewer System, all in accordance with applicable laws and generally accepted accounting principles applicable to governmental entities, but such term shall not include any extraordinary maintenance or repair, any interfund administrative charges, any contributions of Revenues or other amounts derived by the City from ownership or operation of the Water and Sewer System to the City's general fund, any allowance for depreciation, or any reserve for renewal and replacements. Operating expenses of the Water System and the Cocoa Wholesale Water Supply System may be shared by, or allocated between, such Systems on a Fair Market Value Basis.

"Revenues" shall mean all moneys, fees, charges and other income, including earnings thereon and connection charges received by the City or accrued to the City in connection with or as a result of its ownership or operation of the Water and Sewer System, including the income derived by the City from the sale of potable water produced, treated or distributed by the City, or from the collection, transmission, treatment or disposal of sewage by the City, sewer improvement charges, or revenues received by the City from the sale of wastewater that has been reclaimed for reuse and any proceeds of use and occupancy insurance on the Water and Sewer System or any part thereof and income from investments made under the Resolution, all as calculated in accordance with generally accepted accounting principles applicable to governmental entities except that Revenues shall not include (i) Impact Fees and investment earnings thereon, (ii) payments on special assessments for utility improvements or interest on such special assessments, (iii) contributions in aid, grants, state or federal matching funds, (iv) income from the

investment of amounts on deposit in the Operation and Maintenance Fund, the Unpledged Impact Fee Accounts, and the Rebate Account, or (v) fees, revenues and income relating to the Cocoa Wholesale Water Supply System.

Pledged Impact Fees

Under the Bond Resolution, Impact Fees consist of all non-refundable (except at the option of the City) system improvement fees, capital expansion fees and other similar charges separately imposed by the City as a capacity, connection, or impact fee or charge for the proportionate share of the cost of expanding, over-sizing, separating or constructing new additions to the Water System and the Sewer System.

Pursuant to the Bond Resolution, the City has pledged a portion of both the Water Impact Fees and the Sewer Impact Fees (the respective "Impact Fee Debt Service Component"). The Impact Fee Debt Service Component for any Bond Year for either Water Impact Fees or Sewer Impact Fees is an amount equal to the sum of the products determined for all Series of Bonds issued wholly or in part to finance expansion projects by multiplying (i) the sum of that portion of the total Debt Service allocable to each such Series of Bonds to be paid in such Bond Year with respect to such Series by (ii) a fraction, the numerator of which is equal to the corresponding principal amount of all Series of Bonds attributable to expansion projects (determined in accordance with the Bond Resolution) and the denominator of which is equal to the net proceeds of all Series of Bonds that were (or are to be) applied to pay the cost of an expansion project plus any other Improvement or portions thereof relating to the Water and Sewer System that did not constitute expansion projects. Expansion projects for either the City's Water System or Sewer System include improvements or portions thereof for the over-sizing, expanding or constructing of additions to or extensions of the respective system to the extent such improvements are designed to expand the capacity of such system and to the extent they provide capacity for future customers. Pursuant to the Bond Resolution, the City has covenanted to proceed diligently to perform legally and effectively all steps required in the imposition, collection and enforcement of Water Impact Fees and Sewer Impact Fees.

The City has calculated the Water Expansion Percentage with respect to the Series 2018_ Bonds to be ___% and the Sewer Expansion Percentage with respect to the Series 2018_ Bonds to be __%. Therefore, __% of the debt service on the Series 2018_ Bonds is a qualified use of Water Impact Fees and Sewer Impact Fees. In addition, certain of the projects funded with proceeds of Parity Bonds constituted a qualified use of Water Impact Fees and/or Sewer Impact Fees and a portion of the debt service related thereto may be paid therefrom. See "THE WATER AND SEWER SYSTEM – Historical and Pro Forma Debt Service Coverage" herein.

Rate Covenant

The City has covenanted in the Bond Resolution that it will fix, establish and maintain such rates and collect such fees, rates or other charges for the services, products and facilities of the Water and Sewer System and revise the same from time to time, whenever necessary, as will always provide in each Fiscal Year (A) Net Revenues and Pledged Impact Fees adequate at all times to pay in each Fiscal Year (i) at least 125% of the Principal and Interest Requirement on all Outstanding Bonds becoming due in such Fiscal Year and (ii) all deposits to the Reserve Fund required by the Bond Resolution to be made in such Fiscal Year to the extent that such deposits are required as a result of a withdrawal from the Reserve Fund, and (B) Net Revenues adequate at all times to pay in each Fiscal Year (i) at least 110% of the Principal and Interest Requirement on all Outstanding Bonds becoming due in such Fiscal Year and (ii) all deposits to the Reserve Fund required by the Bond Resolution to be made in such Fiscal Year to the extent that such deposits are required as a result of a withdrawal from the Reserve Fund.

For purposes of the Bond Resolution, "Principal and Interest Requirement"* means for a given Bond Year the respective amounts which, after subtracting accrued interest from the date of any Series of Bonds to the date of initial delivery of such Series of Bonds, after subtracting any interest subsidy payments or tax credit payments actually received from the federal government with respect to such Bond Year with respect to taxable tax-credit or interest subsidy Bonds issued or to be issued by the City, and after subtracting capitalized interest, in each case to the extent that such interest is deposited to the credit of the Interest Account for such Bond Year, are required in each Bond Year to provide:

(a) for paying the interest on all Bonds then Outstanding which is payable in such Bond Year;
(b) for paying the principal or Maturity Amount of all Serial Bonds then Outstanding which is payable in such Bond Year; and
(c) the Amortization Installments, if any, for all Term Bonds then Outstanding for such Bond Year.

provided, however, that for purposes of determining the Principal and Interest Requirement with respect to Variable Rate Bonds, the interest rate shall be assumed to be the greater of (i) the interest rate reflected in The Bond Buyer "20 Bond index" published immediately before the date as of which the Principal and Interest Requirement is being determined, or (ii) 110% of the most recent average annual interest rate on outstanding Variable Rate Bonds, if any. If Bonds are payable at the option of the Holder, the "put" date or dates shall be ignored and the stated maturity dates thereof shall be used for purposes of calculating the Principal and Interest Requirement.

Issuance of Additional Bonds*

The City may issue Additional Bonds payable on a parity with the Series 2018_ Bonds and the Parity Bonds for the purpose of paying all or a part of the cost of constructing or acquiring Improvements, as defined in the Bond Resolution, or for the purpose of refunding all or any portion of the Series 2018_ Bonds or Parity Bonds then Outstanding, subject to the following restrictions:

(1) The City shall certify that it is not in default in performing any of the covenants and obligations under the Bond Resolution and that all payments thereunder into the Funds and Accounts have been made to the full extent required thereunder.

(2) Except in the case of Additional Bonds issued for refunding Outstanding Bonds, the City's independent certified public accountant shall certify to the City that the Net Revenues during the Fiscal Year immediately preceding the Fiscal Year within which such Additional Bonds are proposed to be issued, adjusted as provided in the Bond Resolution, (a) is equal to at least 110% of the Maximum Principal and Interest Requirement of the Outstanding Bonds and the Additional Bonds proposed to be issued, and (b) when added to the Pledged Impact Fees collected during the same period is equal to not less than 125% of the Maximum Principal and Interest Requirement of the Outstanding Bonds and the Additional Bonds proposed to be issued.

In the event any Additional Bonds are issued for the purpose of refunding any Bonds Outstanding, the conditions of paragraph (2) above shall not apply.

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* See "SPRINGING AMENDMENTS TO MASTER RESOLUTION" herein for a description of amendments to this provision of the Master Resolution that are expected to become effective in the near future and that the Holders of the Series 2018_ Bonds consent to by acceptance thereof.

Outstanding Subordinate Debt

The City has pledged and created a subordinate lien upon certain revenues and/or fees of the Water and Sewer System for the benefit of the Florida Department of Environmental Protection ("FDEP") and for the benefit of the Florida Water Pollution Control Financing Corporation ("FWPCFC") in connection with various loans to the City from the FDEP (the "FDEP Loans") and from the FWPCFC (the "FWPCFC Loans" and together with the FDEP Loans, the "Subordinate Loans"), junior and subordinate in all respects to such lien granted in favor of the Series 2018_ Bonds, the Parity Bonds and any Additional Bonds issued under the Bond Resolution.

In the event of a default under the Subordinate Loans, FDEP and FWPCFC have the ability to enforce certain remedies under the FDEP Loans and FWPCFC Loans, respectively, including, but not limited to, (1) acceleration of the repayment schedule, (2) increasing the interest rate on the Subordinate Loans by as much as 3.333 times the Financing Rates entered into in connection with such Subordinate Loans, and (3) the appointment of a receiver.

In connection with the Subordinate Loans, the City has agreed to maintain rates and charges for services furnished by the Water and Sewer System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times or 1.20 times, as applicable, the sum of the Subordinate Loan payments due in such Fiscal Year and to satisfy the coverage requirements of all senior and parity debt obligations.

The following table describes the Subordinate Loans:

Loan #	Loan Term	Interest Rate	Outstanding Principal Amount (September 30, 2017)
DW0517010	2022	3.05% - 3.27%	$1,500,192
DW0517020	2024	2.67% - 2.93%	1,723,791
DW0517030	2025	2.58% - 2.96%	4,520,407
DW0517040	2031	2.77%	3,200,000
DW0517050	2030	2.77% - 2.84%	4,469,796
DW0517060	2031	2.57% - 2.82%	90,082
WWG12081202P	2025	1.89% - 2.04%	1,441,180
WW812030	2031	2.92%	4,439,971
TOTAL			$21,385,419

Source: City of Cocoa, Finance Department

Funds and Accounts

Series 2018__Construction Account. At such time as any Series of Additional Bonds is issued for the purpose of constructing and acquiring Improvements to the Water and Sewer System, the Bond Resolution requires the creation of a separate account within the Construction Fund for each such Series of Additional Bonds. The City has established the Series 2018_ Construction Account in Resolution 2018-__. The moneys in the Series 2018_ Construction Account shall be held in trust and applied to the payment of the Series 2018_ Project and, pending such application, shall be subject to a first lien and charge in favor of the Holders of the Series 2018_ Bonds and for the further security of such Holders until paid out as provided in the Bond Resolution. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

When the construction of the Series 2018_ Project is completed, which fact shall be evidenced to the Chief Financial Officer by a certificate stating the date of such completion, signed by the Consulting Engineer or by an employee of the City, the balance in the Series 2018_ Construction Account not reserved by the City for the payment of any remaining part of the Series 2018_ Project shall be transferred to the credit of the Principal Account or the Redemption Account, in such amounts to either or both such Accounts as the Chief Financial Officer shall in his discretion determine, and the amount so transferred shall be used to pay the principal of Series 2018_ Bonds then Outstanding. **[DISCUSS ADDING REDEMPTION OR ALTERNATIVELY ALLOWING USE FOR OTHER PROJECTS]**

Water and Sewer System Revenue Fund[*]. The Water and Sewer System Revenue Fund has been created under the Bond Resolution for the deposit by the City of all Revenues collected. All moneys in the Revenue Fund are held in trust for the benefit of the Holders of all Bonds. The Chief Financial Officer shall, not later than the 10th day of each month thereafter, withdraw the amounts, if any, required to be deposited in the Accounts and Funds pursuant to clauses (a) through (h) described below from the Revenue Fund, and deposit the sum so withdrawn to the credit of the following Accounts or Funds in the following order and priority:

(a) to the Operation and Maintenance Fund such sum as is necessary to pay the Cost of Operation and Maintenance projected for the next ensuing month;

(b) to the Interest Account, an amount equal to (i) one-sixth (1/6th) of the amount of interest payable on the Bonds of each Series on the next interest payment date, or such lesser amount as is required to make the amount then on deposit in the Interest Account equal to the amount of interest then or to become due and payable on the next interest payment date;

(c) to the Principal Account, an amount equal to one-sixth (1/6th) of the next maturing installment of principal or Maturity Amount of Serial Bonds which mature semi-annually; and (i) an amount equal to one-twelfth (1/12th) of the next maturing installment of principal or Maturity Amount of Serial Bonds which mature annually, or such lesser amount as is required to make the amount on deposit in the Principal Account equal to the principal amount and Maturity Amount of Serial Bonds then or to become due and payable on the next date on which Serial Bonds maturing provided, however, that during the Bond Year within which Bonds are issued and delivered to the initial purchasers, the deposits otherwise required by subsection (b) above and by this subsection (c) shall be increased or decreased pro-rata each month to the extent required to pay interest, principal and Maturity Amounts due in such Bond Year;

(d) on a parity with the deposits required by (b) and (c) above, to the Redemption Account beginning with the month of October in the first Bond Year in which an Amortization Installment is required, an amount equal to one-sixth (1/6th) of such Amortization Installment (in the case of Term Bonds subject to mandatory redemption on April 1 of such Bond Year) or one-twelfth (1/12th) of such Amortization Installment (in the case of Term Bonds subject to annual mandatory redemption on October 1 of such Bond Year), or such lesser amount as is required to make the amount on deposit in the Redemption Account equal to such Amortization Installment;

(e) to the Reserve Fund, (i) if at any time the amount on deposit in the Reserve Fund, together with the principal amount of any Reserve Policy on deposit in the Reserve Fund, is less than the Reserve

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[*] See "SPRINGING AMENDMENTS TO MASTER RESOLUTION" herein for a description of amendments to this provision of the Master Resolution that are expected to become effective in the near future and that the Holders of the Series 2018_ Bonds consent to by acceptance thereof.

Fund Requirement, an amount equal to not less than one-fourth of such deficiency in four or fewer substantially equal monthly deposits if such deficiency is a Valuation Deficiency and, if such deficiency is caused by a withdrawal from the Reserve Fund, an amount equal to one-twelfth (1/12th) of such deficiency in each of the twelve months following the month within which such withdrawal was made, and (ii) if a Reserve Policy shall be drawn upon, amounts necessary in each month to pay the related Reserve Fund Credit Facility Indebtedness on the terms and conditions provided in such Reserve Policy. If there is more than one Reserve Fund Credit Facility Indebtedness, required repayments thereof shall be made on a pro rata basis (calculated by reference to the principal amounts thereof);

(f) if the amount then on deposit in the Renewal and Replacement Fund is less than the Renewal Replacement Fund Requirement, an amount equal to one-twenty fourth (1/24th) of the amount of such increase shall be deposited from Revenues each month, beginning with the first month following the month in which a deficiency exists, in the Renewal and Replacement Fund until the amount on deposit in such Fund is equal to the Renewal and Replacement Fund Requirement. If the amount on deposit in the Renewal and Replacement Fund exceeds the Renewal and Replacement Fund Requirement, such excess may be withdrawn from the Renewal and Replacement Fund and deposited into the Surplus Fund. The moneys in the Renewal and Replacement Fund shall be applied by the Issuer for the purpose of paying the cost of major extensions, improvements or additions to, or the replacement or renewal of capital assets of, the system, or extraordinary repairs of the system; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the twenty-fifth (25th) day of the month next preceding such payment date), moneys in the Renewal and Replacement Fund shall be applied for the payment into the Interest Account, the Principal Account, and the Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent that moneys transferred from the Surplus Fund, the Pledged Sewer Impact Fee Account, the Pledged Water Impact Fee Account, and the Reserve Fund for such purpose shall be inadequate to fully provide for such insufficiency;

(g) to the payment of principal of, and interest on, subordinated indebtedness of the City issued to the extent that such interest or principal is then due or will be due in the month within which a withdrawal from the Revenue Fund is made or otherwise as required by the terms of the resolution, ordinance, or loan agreement relating to such subordinated indebtedness; and

(h) the balance remaining in the Revenue Fund each month, after making the foregoing deposits, shall be withdrawn therefrom and allocated to the credit of the General Account within the Surplus Fund until the total amount allocated to the General Account in any Fiscal Year equals $2,000,000. At such time as the total amounts allocated to the credit of the General Account in any Fiscal Year equal $2,000,000 then all subsequent amounts deposited to the Surplus Fund in such Fiscal Year shall be allocated to the credit of the Restricted Account within the Surplus Fund until the total amount allocated to the Restricted Account in such Fiscal Year equals $2,000,000. Thereafter, deposits to the Surplus Fund in such Fiscal Year shall be divided equally between the General Account and the Restricted Account.

If the amount deposited in any month to the credit of any of the Accounts or Funds described above shall be less than the amount required to be deposited, the amount of any deficiency shall be added to the amount otherwise required to be deposited in each month thereafter until such time as all such deficiencies have been cured.

Pledged Sewer Impact Fee Account and Unpledged Sewer Impact Fee Account. The Chief Financial Officer shall deposit into the Pledged Sewer Impact Fee Account, immediately upon receipt, all Sewer Impact Fees, until an amount equal to (a) the Sewer Impact Fee Debt Service Component for the then-current Bond Year

for each Series of Bonds, and (b) the excess, if any, of (i) the Sewer Impact Fee Debt Service Component for each Series of Bonds for any previous Bond Year, over (ii) the amount of Sewer Impact Fees deposited into the Pledged Sewer Impact Fee Account for such Series of Bonds in such Bond Year, shall be on deposit therein. Thereafter, all Sewer Impact Fees collected in such Bond Year shall be deposited, upon receipt, into the Unpledged Sewer Impact Fee Account. Amounts on deposit in the Unpledged Sewer Impact Fee Account may be applied for the following purposes: (a) to the Pledged Sewer Impact Fee Account, in an amount which shall not exceed the Sewer Impact Fee Debt Service Component for each Series of Bonds for the then-current Bond Year, less any amounts previously transferred from the Pledged Sewer Impact Fee Account to the Debt Service Fund for such Series of Bonds during such Bond Year, or (b) to the City for use by the City for any purpose for which the Sewer Impact Fees may be lawfully used.

On or before the tenth (10th) day of each month, all or any portion of the amounts then on deposit in the Pledged Sewer Impact Fee Account may, at the option of the City, be transferred to any Account within the Debt Service Fund except that if, on the sixth Business Day before any payment of Debt Service is due there exists a deficiency in any such Account then there shall be transferred by the City from the Pledged Sewer Impact Fee Account the amount necessary to cure such deficiency. On the last day of each Bond Year any amounts remaining on deposit in the Pledged Sewer Impact Fee Account shall be transferred to the Reserve Fund (including any payment due under a Reserve Policy), if the amount then on deposit therein is less than the Reserve Fund Requirement, and the balance, if any, shall be transferred to the Unpledged Sewer Impact Fee Account.

Notwithstanding anything herein to the contrary, the aggregate amount of Sewer Impact Fees applied to pay Debt Service on any Series of Bonds at any given time may never exceed the Sewer Impact Fee Debt Service Component for the then-current Bond Year and for all previous Bond Years with respect to such Series of Bonds.

Pledged Water Impact Fee Account and Unpledged Water Impact Fee Account. The Chief Financial Officer shall deposit into the Pledged Water Impact Fee Account, immediately upon receipt, all Water Impact Fees, until an amount equal to (a) the Water Impact Fee Debt Service Component for each Series of Bonds for the then current Bond Year, and (b) the excess, if any, of (i) the Water Impact Fee Debt Service Component for each Series of Bonds for any previous Bond Year, over (ii) the amount of Water Impact Fees deposited into the Pledged Water Impact Account for such Series of Bonds in such Bond Year, shall be on deposit therein. Thereafter, all Water Impact Fees collected in such Bond Year shall be deposited, upon receipt, into the Unpledged Water Impact Fee Account. Amounts on deposit in the Unpledged Water Impact Fee Account may be applied for the following purposes: (a) to the Pledged Water Impact Fee Account, in an amount which shall not exceed the Water Impact Fee Debt Service Component for each Series of Bonds for the then-current Bond Year less any amounts previously transferred from the Pledged Water Impact Fee Account to the Debt Service Fund for such Series of Bonds during such Bond Year, or (b) to the City for use by the City for any purpose for which the Water Impact Fees may lawfully be used.

On or before the tenth (10th) day of each month, all or any portion of the amounts then on deposit in the Pledged Water Impact Fee Account may, at the option of the City, be transferred to any account within the Debt Service Fund except that if, on the sixth Business Day before any payment of Debt Service is due there exists a deficiency in such account, then there shall be transferred by the City from the Pledged Water Impact Fee Account the amount necessary to cure such deficiency. On the last day of each Bond Year, any amounts remaining on deposit in the Pledged Water Impact Fee Account shall be transferred to the Reserve Fund (including any payment due under a Reserve Policy), if the amount then on deposit therein is less than the Reserve Fund Requirement and the balance, if any, to the Unpledged Water Impact Fee Account.

Notwithstanding anything herein to the contrary, the aggregate amount of Water Impact Fees applied to pay Debt Service on any Series of Bonds at any given time may never exceed the Water Impact Fee Debt Service Component for the then-current Bond Year and for all previous Bond Years with respect to such Series of Bonds.

Interest Account and Principal Account. The Chief Financial Officer shall, no later than one Business Day before each interest payment date (or, if such date is not a Business Day, then no later than the first Business Day after such date), withdraw from the Interest Account and the Principal Account and deposit in trust with the Paying Agent the amount required for paying the interest on the Bonds on such interest payment date and the principal or Maturity Amount, if any, of all Serial Bonds payable on such interest payment date.

Renewal and Replacement Fund and Operation and Maintenance Fund. Moneys held for the credit of the Renewal and Replacement Fund shall be used from time to time as needed only to cure deficiencies first in the Debt Service Fund and then in the Reserve Fund and after all such deficiencies have been cured to pay the cost of extensions of, and enlargements and additions to, and replacements of capital assets of, the Water and Sewer System and repairs thereto. Moneys held for the credit of the Operation and Maintenance Fund shall not be subject to the lien and pledge of the Bond Resolution in favor of the Bondholders and shall be used from time to time to pay the Cost of Operation and Maintenance.

*Surplus Fund**. Amounts on deposit in the Surplus Fund shall first be used to cure any deficiencies in the amounts required to be deposited in the Operation and Maintenance Fund, the Debt Service Fund, the Reserve Fund, and the Renewal and Replacement Fund pursuant to subparagraphs (a) through (g) described above in any month. If such amounts are used to cure any such deficiencies, amounts shall be withdrawn from the General Account and the Restricted Account prorata in accordance with the relative amounts on deposit in each such account as of the last day of the month preceding the month in which such withdrawal is made. Thereafter, the amount on deposit in the General Account in any month may be used for any lawful purpose of the City and amounts on deposit in the Restricted Account may be used for any lawful purpose of the City connected with or related to the Water and Sewer System. For purposes of the foregoing, the term "any lawful purpose" and "any lawful purpose connected with or related to the Water and Sewer System" shall include, but shall not be limited to, purchase or redemption of Bonds, payment of subordinated indebtedness, and improvements, renewals and replacements to the Water and Sewer System.

Reserve Fund*

Upon delivery of the Series 2018_ Bonds, $_____ of proceeds of the Series 2018_ Bonds shall be deposited in the Debt Service Reserve Fund (the "Reserve Fund") established pursuant to the Bond Resolution and, together with $_____ currently on deposit in the Reserve Fund, will bring the amount of cash on deposit in the Reserve Fund to the Reserve Fund Requirement for the Parity Bonds and the Series 2018_ Bonds ($_____). Moneys in the Reserve Fund shall be used only for the purpose of the payment of maturing principal or interest or Amortization Installments on the Bonds secured thereby but only to the extent that moneys transferred from the Revenue Fund, Debt Service Fund, Renewal and Replacement Account and the Pledged Impact Fee Accounts are sufficient therefore and for no other purpose. Upon the issuance of Additional Bonds under the terms, limitations and conditions of the Bond Resolution, the City is currently required to increase the sum required to be accumulated and maintained on

* See "SPRINGING AMENDMENTS TO MASTER RESOLUTION" herein for a description of amendments to this provision of the Master Resolution that are expected to become effective in the near future and that the Holders of the Series 2018_ Bonds consent to by acceptance thereof.

deposit in the Reserve Fund to be at least equal to the Reserve Fund Requirement on all Outstanding Bonds and on the Additional Bonds due in any ensuing Bond Year.

Upon the effective date of the Amendments, the City will have authority to establish separate accounts in the Reserve Fund for any Series of Bonds that will secure any such Series of Bonds. The Reserve Fund Requirement for each such Series of Bonds shall be such amount as determined by Subsequent Resolution of the City relating to a specific Series of Bonds adopted prior to the issuance of such Bonds. The City may satisfy this requirement by the purchase of a policy of insurance or a surety bond provided certain requirements are met as provided in the Bond Resolution. Currently, no such instruments are on deposit in the Reserve Fund. **Upon the effective date of the Amendments, the Reserve Fund Requirement for the Series 2018_ Bonds will be equal to $0 and the Series 2018_ Bonds shall not be entitled to any security provided by any monies on deposit in the Reserve Fund or any other reserve fund or account under the Bond Resolution.**

THE WATER AND SEWER SYSTEM

Management

John A. "Jack" Walsh P.E., the City of Cocoa Utilities Director, along with one Deputy Utilities Director, guides the City's Water and Waste Water Divisions. The Utilities Director reports directly to the City Manager and is responsible for all aspects of the operation of the Water and Sewer System. Currently, approximately 193 full-time equivalent employee (FTE's) are authorized to operate and maintain the Water and Sewer System; approximately 120 FTE's operate the Water System and approximately 41 FTE's operate and maintain the Sewer System. Also, there are 32 FTE's authorized for administration and engineering for the Water and Sewer System. Under the direction of the City's Finance Department, there are 17 FTE's authorized for field services and 28 FTE's authorized for customer service dedicated to the Water and Sewer System.

Service Area

Chapter 180, Florida Statutes, and Chapter 57-1232, Laws of Florida, authorize the City to sell water for profit in an extensive area of central Brevard County. The water service area's north boundary is the north line of Township 23 and the south boundary is the south line of Township 26 in Brevard County. The western edge of the water service area is the boundary with Orange County. The eastern edge extends to the Atlantic Ocean. Unincorporated areas of the County served by the Water and Sewer System include Port St. John, Merritt Island, Suntree, Viera, areas along the beach, and other mainland areas.

The City is authorized by Chapter 180.22, Florida Statutes, and Chapter 57-1232, Laws of Florida, to exercise the right of eminent domain for the purpose of extending its Water System throughout the service area described above. The City is authorized to operate within the corporate limits of other municipalities with the consent of each municipality. The City has exclusive franchise agreements with the cities of Cape Canaveral, Cocoa Beach, and Rockledge with terms of 30 years expiring on May 11, 2024, [**April 12, 2018],** and September 27, 2024, respectively. The City has non-exclusive franchise agreements with the County to serve Port St. John and Merritt Island south of the south line of Township 26.

In 1994, the City entered into an Interlocal Agreement with the City of Titusville to supply water (the "Titusville Interlocal Agreement"). Pursuant to the Titusville Interlocal Agreement, as amended on September 14, 2004, the City of Titusville agreed to purchase a "minimum guaranty" of 1.5 million gallons per day at the same rate charged to customers located within the City's municipal boundaries plus a

surcharge of 5%. In 2016, the City of Titusville renegotiated the terms of the Titusville Interlocal Agreement. Because the City of Titusville developed a new source of water, a new interlocal agreement, dated _____, 2016 (the "Revised Titusville Interlocal Agreement") was entered into that essentially eliminates the minimum consumption requirement but increases the surcharge on any water consumed by the City of Titusville to 10%, the same rate charged to customers outside City limits. The Revised Titusville Interlocal Agreement continues to recognize an interconnect between the two cities' utilities to provide pressurization of the City of Titusville transmission main and for emergency purposes.

Since 1957, the City has provided water to the United States government installations at Patrick Air Force Base, Cape Canaveral Air Force Station, and Kennedy Space Center. Service to these government facilities are provided through master meters pursuant to water service specifications at the same rates charged to customers outside City limits.

Chapter 180, Florida Statutes, and Chapter 57-1232, Laws of Florida, also authorize the City to operate a sewage disposal system in the City and in the County between the north line of Township 23 and the south line of Township 26 with the consent and permission of any other municipality. The City does not have franchise agreements with other municipalities for sewage disposal but does serve certain unincorporated portions of Brevard County.

Water System

General. The City has supplied water to residents of Cocoa and adjacent areas since 1927 and to central parts of the County since 1957. Approximately 90% of water customers reside outside the City's municipal boundaries. The City's Water System consists of a well field, water treatment plant, surface water intake system, aquifer storage and recovery ("ASR") system, finished water transmission system, and water storage and pumping facilities.

The well field is located in Orange County west of the St. Johns River ("SJR") flood plain about 25 miles from the City. There are currently 48 water wells in operation by the City. Thirty-four of these wells are deep wells that reach into the Floridan Aquifer and 14 are Intermediate Aquifer wells. Approximately 15 miles of pipeline collect the water from Cocoa's well field. The well field can provide a water supply capacity of approximately 60 million gallons per day ("MGD"). However, the actual peak capacity is currently 48 MGD due to hydraulic limitations. (These restrictions may be removed by a future capital project.) In accordance with the City's Consumptive Use Permit ("CUP"), the maximum average daily withdrawal of ground water must not exceed 48 MGD.

Water from the City's well field is pumped to the Wewahootee Water Treatment Plant ("Wewahootee WTP") where chlorination, aeration, and hydrogen sulfide removal processes via the City's patented Sulfuraetor system are conducted. The partially treated water is then pumped from the Wewahootee WTP approximately eight miles to the Claude H. Dyal Water Treatment Plant ("Dyal WTP"). The Dyal WTP provides ground water treatment with lime and soda ash. Chloramination, fluoride addition, and pH adjustment processes are also performed at this plant. Water may be stored onsite or pumped directly to the City's distribution system. In 1999, the Dyal WTP was expanded to include a new water treatment train for the treatment of surface water from the Taylor Creek Reservoir. This surface water body is regulated by the St. Johns River Water Management District ("SJRWMD"). By constructing this expansion and using the Taylor Creek Reservoir as a source of raw water, the City has developed a second reliable source of water for the City's service area.

For additional reliability, the City has constructed and operates an ASR at the Dyal WTP site with a capacity of approximately one billion gallons. During off-peak times, treated water can be injected into 10 wells drilled approximately 370 feet into the limestone aquifer between two confining layers. By having treated water available in these wells, treatment plant peaking factors can be reduced during high withdrawal periods because the water can be recovered from the storage wells rather than the treatment plant. This improves efficiency, operational flexibility, and system reliability.

From the Dyal WTP, the water transmission and distribution system includes more than 1,319 miles of pipe. This includes approximately 126 miles of 18-inch through 54-inch water transmission mains. The City has an ongoing meter change out program. Meters 3-inch and larger are calibrated annually and repaired or replaced as necessary. An aggressive cross-connection control program has been implemented, with approval by the FDEP, to protect the potable water from contamination. Approximately 6,397 fire hydrants are connected to the City's water distribution system, supplying water to fight fires in central Brevard County.

The City's Water System has six water storage facilities with a total volume of 28.5 million gallons. The Wewahootee WTP can store up to six million gallons of untreated water in two three million gallon pre-stressed concrete storage tanks. The Dyal WTP has two ground storage tanks, each with a five million gallon volume. There is a combined volume of four million gallons in two ground storage tanks at the Banana River site, five million gallons in one steel ground storage tank at the Industrial Park site, and two million gallons in one concrete ground storage tank at the Viera site. The Water System has one elevated storage tank with a volume of 1.5 million gallons in downtown.

With respect to the Water System, the following tables show the 10 largest customers, the number of customers, and the average monthly consumption for Fiscal Year 2017, and the historical water production for calendar years 2013 through and including 2017:

City of Cocoa, Florida
10 Largest Water Service Customers
Fiscal Year Ended September 30, 2017

Customer Name	Average Monthly Water Usage (1,000 Gallons)	Average Monthly Water Billing	Percent of Total Revenue
Patrick Air Force Base NASA #13	18,796	$65,841	1.62%
Patrick Air Force Base #10N	16,751	58,877	1.45
Patrick Air Force Base CC AFS #12	14,953	51,143	1.26
Canaveral Port Authority #8	9,767	58,997	1.45
City of Titusville Grissom Pkwy #10	8,674	35,537	0.87
Canaveral Port Authority Wharf	5,413	25,385	0.62
Canaveral Port Authority Cruise Term #5	5,041	23,652	0.58
Florida Power & Light 6"	4,808	21,651	0.53
Brevard County Jail Building	4,751	18,366	0.45
Canaveral Port Authority 9239 CM Rowland	3,470	15,176	0.37

Source: City of Cocoa, Finance Department

City of Cocoa, Florida
Number of Water Customers as of September 30, 2017
And Average Monthly Consumption

	Total Meters		Average Monthly Consumption		
Jurisdiction	Number	Percent	Total (1,000 Gal.)	Per Meter (1,000) Gal.)	Percent of Total Cons.
City of Cocoa	6,773	8.41%	45,203	6.67	7.43%
Other Incorporated Areas:					
Cape Canaveral	2,839	3.52	30,503	10.74	5.02
Cocoa Beach	3,770	4.68	47,709	12.65	7.85
Rockledge	10,999	13.65	60,513	5.50	9.95
Titusville (Cypress Woods)	303	0.38	1,249	4.12	0.21
Total Other Incorporated	17,911	22.23	139,974	7.81	23.02
Unincorporated Areas:					
Beaches	938	1.16	29,658	31.62	4.88
Merritt Island	18,227	22.62	123,557	6.78	20.32
Mainland & Rockledge	10,330	12.82	63,691	6.17	10.47
Suntree	17,821	22.12	98,261	5.51	16.16
Port St. John	8,577	10.64	41,700	4.86	6.86
Total Unincorporated	55,893	69.36	356,867	6.38	58.69
U.S. Government Installations	4	0.00	56,589	14,147.25	9.31
Titusville 10" Meter	1	0.00	9,402	9,402.00	1.55
Total	5	0.01	65,991	13,198.20	10.85
Total	80,582	100.00%	608,035	7.55	100.00%

Source: City of Cocoa, Finance Department

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City of Cocoa, Florida
Historical Water Production

Calendar Year	Average Day Production (MGD)	Maximum Day Production (MGD)	Maximum Day % Capacity Utilization[1]
2017	21.93	27.70	46
2016	21.25	28.27	47
2015	21.95	27.55	46
2014	21.22	26.87	56
2013	22.58	27.45	57

[1] Based on a maximum day permitted supply system capacity of 44 MGD through 1998, 48 MGD through 2014, and 60 MGD thereafter.

Source: City of Cocoa, Utilities Department

Taylor Creek Reservoir

1992 Settlement Agreement and City Consumptive Use Permit. In 1991, the City filed an application to SJRWMD for a consumptive use permit (the "City TCR CUP") which would authorize the City's withdrawal of surface water from the Taylor Creek Reservoir, which is situated about three miles from the Dyal WTP. Issuance of the permit was challenged by Deseret Cattle and Citrus ("Deseret Ranches") as the owner of the Taylor Creek Reservoir and surrounding properties. Also in 1991, East Central Florida Services, Inc. ("ECFS"), a subsidiary of Deseret Ranches, filed an application with the Florida Public Service Commission ("FPSC") for certification as a water utility corporation in order to wholesale bulk raw water within and outside the boundaries of the property of Deseret Ranches. The City opposed this certification on the grounds that it would permit ECFS to apply to the SJRWMD for consumptive use permits in the same geographic area where the City held its CUP. Despite the City's challenge, the FPSC granted ECFS its certification (the "ECFS Certification") as a water utility in March 1992 and ECFS applied for a consumptive use permit authorizing the withdrawal of water from the Taylor Creek Reservoir. The City filed an appeal of the ECFS Certification. After such time, the Church of Jesus Christ of Latter Day Saints (the "CJCLDS") became the successor-in-interest to Deseret Ranches, including all of the land beneath and surrounding the Taylor Creek Reservoir, and on June 29, 1993, the City and CJCLDS entered into a settlement agreement with a term of 50 years (the "1992 Settlement Agreement"). The 1992 Settlement Agreement addressed several issues, including (i) withdrawal of water from the Taylor Creek Reservoir by ECFS and the City, (ii) use of CJCLDS property for water production facilities by the City and ECFS, (iii) the payment of annual fees to CJCLDS by the City (the "TCR Annual Storage Fee") for the use of Taylor Creek Reservoir based upon an agreed upon Annual Per Acre Amount for each acre of land located beneath the maximum standing pool elevation of the operating or regulation schedule in effect for the Taylor Creek Reservoir by the US Army Corp of Engineers ("USACOE"), (iv) the acquisition by the City of additional aquifer storage facilities (approximately 20 acres), (v) the grant of access easements to the City, and (vi) the resolution of other related matters. Pursuant to the 1992 Settlement Agreement, both parties withdrew their respective challenges to the other party's consumptive use permit applications related to the Taylor Creek Reservoir. The City also withdrew its appeal of the ECFS Certification. After entering into the 1992 Settlement Agreement, the City obtained, and continues to maintain, a CUP from SJRWMD to withdraw 8.83 MGD of water from Taylor Creek Reservoir (the "City TCR CUP"), and CJCLDS and ECFS began using and continue to use the Taylor Creek Reservoir for agricultural irrigation purposes for the benefit of CJCLDS.

In November 2017, the City and Farmland Reserves, Inc. ("FRI"), the successor to **[CJCLDS and ECFS]**, approved a First Amendment to the Settlement Agreement, effective November 1, 2017 (the "First Amendment to 1992 Settlement Agreement"). The First Amendment to 1992 Settlement Agreement was approved in conjunction with, and is intended to be implemented consistent with, the St. Johns River/Taylor Creek Regional Project Agreements (as defined and described under "St. Johns River/Taylor Creek Regional Project Agreements" below). Pursuant to the First Amendment to 1992 Settlement Agreement, (i) the parties agreed that the 1992 Settlement Agreement would not terminate, (ii) that the City TCR CUP constitutes a presently existing legal use of water, (iii) that the City has a permanent easement to store, flow and withdraw water from the Taylor Creek Reservoir for public water supply, the right to additional aquifer storage facilities of approximately ± 20 acres of property, to govern the Taylor Creek Reservoir operating schedule, and to develop a mutually agreeable written management plan for each party's withdrawals from the Taylor Creek Reservoir, and (iv) other related matters. Additionally, the First Amendment to 1992 Settlement Agreement provides for the implementation of a modified TCR Annual Storage Fee, subject to annual incremental increases through June 30, 2024, and thereafter, price adjustments based on the Gross Domestic Product Implicit Price Deflator Index, not to exceed 4%. The TCR Annual Storage Fee payment made by the City in fiscal year 2017 was $476,906 and in fiscal year 2018 was $485,713. However, the Regional SJR/TCR Project Agreements described below provide for a storage fee to be paid by the City and beginning on the date the City must pay FRI such fee under the SJR/RCR Project Agreements, and continuing for as long as the City must make such payment pursuant to the Regional SJR/TCR Project Agreements, the City will cease making any annual payments to FRI pursuant to the First Amendment to 1992 Settlement Agreement.

1967/1969 SJRMWD Easements and Alternative RWS Agreement. SJRMWD is the successor in interest to certain easements granted in 1967 and 1969 from FRI's predecessor in title ("1967/1969 Easements"), pursuant to which the SJRMWD and the USACOE previously constructed the Taylor Creek Reservoir Orange County and Osceola County, Florida. In 2005, the City SJRWMD, the South Florida Water Management District ("SFWMD" and, together with SJRWMD, the "Districts"), the City of Titusville, Orange County, Florida ("Orange County"), the Orlando Utilities Commission ("OUC"), Tohopekaliga Water Authority ("TOHO"), and ECFS, entered into a Memorandum of Agreement related to the preparation of a preliminary design report and environmental information document for the development of alternative regional water supply projects (the "Alternative RWS Agreement"). Each of the parties to the Alternative RWS Agreement, other than the Districts, is a water supplier to its respective retail or wholesale customers. The City was selected as the Project Administrator under the Alternative RWS Agreement. In furtherance of the Alternative RWS Agreement, a report dated December 22, 2009 was issued entitled "St. Johns River/Taylor Creek Reservoir Water Supply Project-Preliminary Design Report" (the "Alternative RWS Report"). One of the primary alternative water supply projects considered in the Alternative RWS Report is the expansion of the Taylor Creek Reservoir.

Around the time the Alternative RWS Report was issued in 2009, a dispute occurred between SJRWMD and FRI regarding the scope of the 1967/1969 Easements with respect to the SJRMWD's alleged rights under these easements to use the Taylor Creek Reservoir to store and release water to public or private utilities for public supply, industrial, and other purposes. The dispute resulted in litigation between SJRMWD and FRI **[ECFS]** in the Circuit Court of the Ninth Judicial Circuit of Florida (Case No. 2009-CA-21687-0) (the "Flowage Easement Litigation"). To facilitate the Regional SJR/TCR Project Agreements described below SJRWMD, FRI and ECFS entered into a settlement agreement agreeing to settle the Flowage Easement Litigation. Under the terms of the settlement, SJRWMD, FRI and ECFS filed a joint stipulation for voluntary dismissal, with prejudice and the court dismissed the case. The dismissal occurred within 60 days after execution of the SJR/TCR Project Agreements described below and the

grant by FRI of a permanent easement to the City for the use of the Taylor Creek Reservoir for the City TCR CUP permitted needs, and a Public Water Supply Easement In Trust to the City, as trustee under the TCR/SJR Easement in Trust Agreement, for the public water supply benefits of the parties so long as they participate and remain beneficiaries in the SJR/TCR Project. The easements provide the necessary property interests to use the aylor Creek Reservoir for public water supply.

Soon after the Alternative RWS Report was issued, Orange County, for public water supply purposes, and ECFS, for agricultural purposes, each submitted consumptive use permit applications with SJRMWD seeking a consumptive use permit to withdraw water from the Taylor Creek Reservoir. Orange County, along with TOHO, then challenged ECFS's pending permit application and ECFS challenged Orange County's pending permit application (together referred to as "Cross Permit Challenges"). Additionally, the City, OUC, and ECFS, pursuant to a Memorandum of Agreement for Consumptive Use Permitting Information Development Related to the Taylor Creek Water Supply Project, dated December 5, 2011, as amended on December 5, 2016, submitted a consumptive use permit application with SJRMWD seeking a consumptive use permit to withdraw water from Taylor Creek Reservoir for a joint public water supply project between the parties under which the City would withdraw additional water from the Taylor Creek Reservoir, treat the water at the City's Dyal WTP, and deliver it to OUC and ECFS at a delivery point on a wholesale basis. Orange County and TOHO then threatened to challenge the pending consumptive use permit application filed by the City, OUC, and ECFS.

The Taylor Creek Reservoir is also identified as an alternative water supply project in the Central Florida Water Initiative Plan which is a joint effort by the water management districts (Southwest, St. Johns and South Florida), the FDEP and the Florida Department of Agriculture and Consumer Services to work closely with water utilities, environmental groups, business organizations, agricultural communities and other stakeholders to recognize and address the water needs of the future.

Regional SJR/TCR Project Agreements. As a result of the Flowage Easement Litigation, Cross Permit Challenges, and the competing pending consumptive use permit applications filed with SJRMWD to utilize any remaining available quantities of water within Taylor Creek Reservoir above the City's existing TCR CUP, SJRWMD, the City, ECFS, FRI, OUC, TOHO and Orange County voluntarily agreed to conduct a comprehensive mediation with a certified mediator to attempt to resolve all pending claims and alleged rights to utilize the Taylor Creek Reservoir as a water source. After approximately five (5) years of mediation and negotiations between the parties, the parties reached a global settlement which is memorialized in a series of agreements executed by all or some of the parties, and effective on November 1, 2017, including the First Amendment to 1992 Settlement Agreement, the General Implementation Agreement, the Flowage Easement Settlement Agreement, the TCR/SJR Easement in Trust Agreement, the TCR/SJR Easement in Trust, the SJR/TCR Project Permitting Agreement, the TCR/SJR Transmission Line Agreement, and the Wholesale Water Supply Contract (together the "Regional SJR/TCR Project Agreements").

General Implementation Agreement. Under the Regional SJR/TCR Project Agreements, the parties (excluding SJRWMD) agreed to pursue a regional alternative water supply project withdrawing surface water from Taylor Creek Reservoir and, in the future, the SJR to augment the Taylor Creek Reservoir for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement ("SJR/TCR Project"). The SJR/TCR Project is a four (4) phase project for which the parties intend to collaboratively seek a joint consumptive use permit from SJRWMD, and other federal, state and local permits as necessary, for an additional estimated 23.67 MGD to 33.67 MGD long-term annual average supply of water that would be available from the Taylor Creek Reservoir for public water use by

blending water from the SJR with water contained in the Taylor Creek Reservoir to increase the yield and reliability of the Taylor Creek Reservoir upon completion of the improvements to the Taylor Creek levee. FRI and ECFS will also pursue up to 8 MGD initially for agricultural purposes. The City will serve as the Project Administrator for at least the first three (3) phases (including the raw water system for all four phases as described below) related to public water use of Taylor Creek Reservoir, and may serve as the Project Administrator for Phase 4 in the future.

Phase 1 will consist of the permitting phase where the parties will seek the required federal, state and local permits for the SJR/TCR Project. Assuming all of the required permits are successfully obtained and other conditions set forth in the Permitting Agreement are met, and the parties thereafter commit during the permitting phase to proceed with the implementation of Phase two (2). The parties are currently in Phase one. Phase 2 will consist of the City providing treated water to the other parties using the existing City Dyal WTP and the other parties constructing water transmission lines from the Dyal WTP point of connection(s) to the other parties' water systems pursuant to the TCR/SJR Transmission Line Agreement **[need to define]**. Phase 3 will consist of the expansion of the Dyal WTP to its maximum capacity of ±24 MGD. Phase 4 of the SJR/TCR Project consists of the construction of the remaining facilities that have not been constructed as part of Phase 2 or 3 to complete the SJR/TCR Project including, but not limited to, constructing additional water treatment capacity and the potential to construct a major plant expansion at the Dyal WTP, and/or a Phase 4 Non-Dyal treatment system. In either case, the City will continue to provide treated water through Phase 3 (±24 MGD annual average including City's existing 8.83 MGD permitted through the City TCR CUP) and the raw, untreated water for the entire project including Phase 4.

The City will be responsible for the raw water system for the SJR/TCR Project related to withdrawing water from the Taylor Creek Reservoir and SJR. The other parties will be responsible for constructing any additional water transmission line(s) to connect their respective water systems to the City's Dyal WTP and/or any Non-Dyal WTP treatment system. SJR/TCR Project permitting and capital expenses will generally be allocated proportionally among the parties based on each parties' allocation of water from the SJR/TCR Project. The City will be compensated for providing treated and any raw water to the other parties based on the rate structure and model that is set forth in the Wholesale Water Supply Contract [**need to define]**.

The City's water rate consultant, Stantec, participated in developing the water rate structure and model for the SJR/TCR Project. The SJR/TCR Project will generally be governed and managed by the parties in accordance with the terms and conditions of the Regional SJR/TCR Project Agreements. The Regional SJR/TCR Project Agreements also provide that if easements are needed over lands owned by FRI, other than the SJR/TCR Easements referenced above or any other easement to store or flow water in TCR on FRI's land, the parties may acquire appropriate easements over those lands from FRI at fair market value.

City TCR CUP. Under the terms of the Regional SJR/TCR Project Agreements, the parties also acknowledged and agreed that the City TCR CUP constitutes a presently existing legal use of water and therefore, the City is not required to amend or modify the City TCR CUP as part of its implementation of the SJR/TCR Project. The City's withdrawal and use of water from the Taylor Creek Reservoir pursuant to the City TCR CUP is not considered part of the SJR/TCR Project. The other parties have agreed not to take any action in implementing the SJR/TCR Project that interferes with or adversely affects the City TCR CUP, which shall take priority over any future permits to withdraw water from the Taylor Creek Reservoir which may be issued in furtherance of the Regional SJR/TCR Project Agreements and the

SJR/TCR Project so long as the conditions on withdrawals and the allocation of water granted under the City TCR CUP as in existence on the Effective Date of the SJR/TCR Project Agreements do not change unless pursuant to an amendment to the Regional SJR/TCR Project Agreements. The City is allowed under the SJR/TCR Project Agreements to seek to renew or modify the City TCR CUP so long as the City does not seek to increase its permitted allocation from the Taylor Creek Reservoir above the currently permitted 8.83 MGD annual average, or make other changes to the City TCR CUP that would adversely affect the yield of the SJR/TCR Project, including ECFS' agricultural component.

Wholesale Water System

The Master Resolution provides the City the authority to establish a Wholesale Water System and to account for the revenues and operating expenses of the Wholesale Water System separately from the System, subject to satisfaction of conditions contained in Section 819 of the Bond Resolution (a composite copy of which is attached hereto as Appendix C); however, the City has not taken any action to establish the Wholesale Water System at this time. The decision to create the Wholesale Water System will depend on the outcome of the SJR/TCR Project.

Sewer System

The Sellers Water Reclamation Facility ("WRF") is a 4.5 MGD advanced sewer treatment facility providing biological nutrient removal using a five-stage Bardenpho® process. The treatment process consists of liquid treatment and solids handling facilities. The effluent from the facility is treated to a level necessary to meet or exceed the effluent requirements associated with (a) the City's National Pollutant Discharge Elimination System ("NPDES") discharge permit to the Indian River Lagoon and (b) the City's permit to provide reclaimed water to customers within its reclaimed water service area. The Sewer System serves the City. In addition, about 20% of the Sewer System customers are in nearby unincorporated portions of the County, including the Brevard County Correctional Institution in Sharpes. The Sewer System consists of approximately 117 miles of pipe, 69 miles of which are gravity sewer and 48 miles of which are force mains, and 53 lift stations.

With respect to the Sewer System, the following tables show the 10 largest customers for Fiscal Year 2017 and historical Sewer System flows for calendar years 2013 through and including 2017:

City of Cocoa Sewer System
10 Largest Sewer Service Customers
Fiscal Year Ended September 30, 2017

Customer Name	Average Monthly Waste Water Usage (1,000 Gallons)	Average Monthly Waste Water Billing	Percent of Total Revenue
Brevard County Jail	4,751	$6,113	8.22%
Riverstone Communities	1,565	10,805	2.46
Shreeji Hotel Group LLC	428	3,727	0.85
Gasperilla Lodging LLC	405	2,792	0.64
Byrd Plaza Mobile Home Park LLC	358	2,481	0.57
800 N Fiske Condo Assoc.	328	2,465	0.56
Sonin Inc.	319	2,617	0.60
Eastern Florida State College	271	2,822	0.64
Green Cocoa/Hot Cocoa LP	246	1,761	0.40
Central Harbour LLC	203	1,362	0.31

Source: City of Cocoa, Finance Department

City of Cocoa, Florida
Historical Sewer Flows

Calendar Year	Annual Average Day Flow (MGD)	Average Day % Capacity Utilization[(1)]
2017	2.18	48
2016	2.08	46
2015	2.14	48
2014	1.80	40
2013	1.93	43

(1) Capacity utilization is based on the permitted treatment capacity of the plant of 4.5 MGD.
Source: City of Cocoa, Utilities Department

Reclaimed Water ("Reuse") System

The City's reuse system consists of approximately 53 miles of pipe ranging from 2-inch to 20-inch inches in diameter. The Reuse System currently includes a 10,000-gallon hydro-pneumatic tank, two 1.5-million-gallon ground storage tanks, one 5-million gallon ground storage tank, a 10-MGD pump station, and a 300,000-gallon steel elevated storage tank. The elevated tank was constructed in 1966 as a potable water tank and was refurbished for the reuse system in 1992. Reclaimed water is used for residential, commercial, and municipal irrigation.

The reuse system has been in operation since January 1991. In September 1991, there were 36 customers. As of September 30, 2017, there were approximately 1,968 customers. Annual average reuse flow was 2.00 MGD in Fiscal Year 2017.

Florida's Indian River Lagoon System Wastewater Act required that the City's surface water discharge would either (a) cease by June 1995, (b) be proven not to degrade the river water quality, or (c) be used only as a wet weather discharge. Consequently, the City aggressively pursued reuse as the primary method of disposing of reclaimed water. Compliance with the Act was achieved prior to the deadline. In 2017, nearly 97% of the reclaimed water was reused. The City discharges to the Indian River Lagoon only for wet weather back up to the reuse system.

To increase reliability of the reclaimed water system, the City acquired 55 acres of land that was excavated to create five ponds now known as Bracco Reservoir. Four ponds are used for treatment of storm water runoff from more than 1,800 acres of land in the City. These ponds are connected to a fifth pond that is used as a reclaimed water supplemental source storage pond. Bracco Reservoir provides total storage of more than 130 million gallons. The concept of utilizing Bracco Reservoir to store reclaimed water was presented to FDEP and SJRWMD in July 1996. SJRWMD issued a CUP in February 1997 and Bracco Reservoir became operational in April 1997. The Taylor Creek Reservoir intake structure and pump station is designed for a capacity of 2.00 MGD. A horizontal well located under one of the Bracco ponds provides an additional 0.60 MGD. Water is pumped to the WRF where it is filtered and disinfected prior to being introduced into the reclaimed water system.

The City has developed additional supplemental sources of reclaimed water. Eight surficial aquifer wells located on the WRF property and 20 surficial aquifer wells located adjacent to lift station sites provide about 0.24 MGD. An additional storm water treatment pond and pumping station was developed jointly by the City, the City of Rockledge, and the County. This pond is able to provide up to 2.00 MGD.

In addition, the City and the City of Rockledge have an agreement to share a deep well for reuse disposal during periods of high reuse production and low demands. The agreement stipulates the terms for each party and can be used to provide excess reuse to the City of Rockledge or disposal of reuse into the deep well and avoid discharges into the Indian River.

Environmental and Permit Matters

Operations of the Water and Sewer System are subject to regulation by certain federal, state and local authorities. Federal and state standards and procedures that regulate and control operations of the Water and Sewer System may change from time to time because of continuing legislative, regulatory, and judicial action. Compliance with changing regulations requires ongoing diligent attention by the City. The City is subject to regulation as to solid waste, water, and air quality by the United States Environmental Protection Agency (the "EPA") and FDEP. The Water and Sewer System currently is in compliance with all regulatory requirements of the EPA and FDEP.

The City was issued permit #FL0021521 to operate a domestic waste water facility by the FDEP on September 25, 2013, through September 24, 2018. This permit allows treated effluent to be discharged to a public access reclaimed water reuse distribution system and disinfected/dechlorinated effluent to be discharged as a limited wet weather discharge to surface water via an outfall pipe to the Indian River Lagoon. The City has an FDEP-approved agricultural use plan and sludge hauling agreement to haul

and land-apply sludge on pasture land. In March 2018, the City applied to FDEP for a renewal of the permit. The City has no reason to believe that the permit will not be renewed.

The current City TCR CUP was issued by SJRWMD to the City on November 11, 2003, for a 20-year period. The SJRWMD's ten-year review of this permit was completed on November 10, 2014. The City TCR CUP allows maximum average surface water withdrawals from Taylor Creek Reservoir of 8.83 MGD and maximum average ground water withdrawals from Floridan and Intermediate Aquifers of 22.78 MGD, increasing to 30.81 MGD in 2023.

The City is currently in compliance with both the FDEP and SJRWMD permits.

Rates, Fees and Charges

In 2010, Stantec Consulting Services, Inc. (formerly known as Burton and Associates) (the "Rate Consultant") prepared a rate study and revenue sufficiency study for the Water and Sewer System establishing adjustments in the water tier structure, water impact fees and water, waste water, and reclaimed water rates and charges effective in Fiscal Year 2011 and beyond. Each year, the Rate Consultant, based on the prior year's actual expenditures, prepares an updated study with a recommendation and the City Council considers such recommendations and adjusts rates as necessary. The Utility Revenue Sufficiency Analysis for 2018 has been presented to the City Council (the "2018 Utility Revenue Sufficiency Analysis") and is available at **[insert web address]**.

Rates for water, waste water, reclaimed water and fire lines and hydrants are set pursuant to the City's Ordinance Code Section 22-26 (the "Water Rate Ordinance") and Section 22-18 (the "Sewer Rate Ordinance"), and by resolutions of the City adopted in accordance therewith. The current rates have been established pursuant to the Water Rate Ordinance, the Sewer Rate Ordinance and Resolution No. 2016-87 which established an automatic five percent (5%) annual rate adjustment effective October 1, 2017, ending with the last adjustment effective October 1, 2025, and which provided that such annual adjustment is subject to suspension or reduction by the City on an annual basis. Pursuant to Resolution No. 2017-73 adopted by the City Council on August 22, 2017, the City temporarily suspended the five percent (5%) annual rate increase for Fiscal Year 2017 and implemented a four percent (4%) increase in lieu thereof, with the five percent (5%) increase to resume October 1, 2018. The 2018 Utility Revenue Sufficiency Analysis recommends **[insert recommendations.]**

The following table describes the current Water Facilities Charge (also known as "Base Charge") charged by the City based on meter size for both inside and outside the City's corporate limits.

Water Monthly Fixed Charge
Effective October 1, 2017

Meter Size	Facilities Charge per Meter per Month Inside Cocoa	Facilities Charge per Meter per Month Outside Cocoa
3/4"	$14.91	$16.40
1"	36.11	39.72
1½"	65.50	72.05
2"	163.84	180.22
3"	393.30	432.63
4"	589.95	648.95
6"	1,114.40	1,225.84
8"	1,548.74	1,703.61
10"	1,982.90	2,181.19

Source: City Code of Ordinances § 22-26 and Resolution No. 2017-73

The following table describes the current tiered usage rate based on consumption in thousands of gallons.

Water Monthly Usage Rate per 1000 Gallons
Effective October 1, 2017

	1st Tier	2nd Tier	3rd Tier	4th Tier
Prices per 1,000 gallons				
Inside Cocoa	$3.10	$5.94	$7.74	$10.43
Outside Cocoa	$3.41	$6.53	$8.51	$11.47
Usage Tiers in 1,000s of gallons				
.75 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	841-1,680	Over 1,680
4 inch meter	0-690	691-1,380	1,381-2,760	Over 2,760
6 inch meter	0-3,300	3,301-6,600	6,601-13,200	Over 13,200
8 inch meter	0-12,000	12,001-24,000	24,001-48,000	Over 48,000
10 inch meter	0-21,000	21,001-42,000	42,001-84,000	Over 84,000

Source: City Code of Ordinances § 22-26 and Resolution No. 2017-73

Water service customers who require new connections or increased meter size will pay a non-refundable, non-transferable impact fee based on the following schedules which describe the current Water Impact Fees:

Water Impact Fees

Minimum service

Meter Size	If Reclaimed Water is Not Available
¾"	$1,750
¾"	1,750
1"	4,375
1 ½"	10,500
2"	22,750

	If Reclaimed Water is Available
Single Family Residence	$1,300
If not Single Family Residence	1,750
	4,375
	10,500
	22,750

Source: City Code of Ordinances § 22-26

For meters larger than 2", the Water Impact Fee is calculated case by case.

Residential

Unit Description	ERC	If Reclaimed Water is Not Available	If Reclaimed Water is Available
Single Family Residence	1.00	$1,750	$1,300
1 Bath Apartment or Condo	0.80	1,400	1,400
2 Bath Apartment or Condo	1.00	1,750	1,750
Hotel/Motel or Timeshare Unit	0.60	1,050	1,050

Source: City Code of Ordinances § 22-26

Following is a comparison of the Water Facilities Charge based on meter size for the City and other cities within the County and the County's base rates.

City of Cocoa, Florida Water Base Rate Comparison								
Base Rate - Residential/*Commercial* - Inside City Limits								
meter size	**3/4"**	**1"**	**1.5"**	**2"**	**3"**	**4"**	**6"**	**10"**
Cocoa (effective 10/01/17)	14.91	36.11	65.50	163.84	393.30	589.95	1114.40	1982.90
Brevard County – North (effective 10/01/17)	16.48	27.47	65.92	115.34	253.69	466.93	1054.74	
Melbourne (effective 10/01/17) residential	8.00	24.00	40.00	64.00	120.00	200.00	400.00	400.00
Palm Bay residential (effective 10/01/17)	14.01	30.25	57.33	89.83				
Titusville (effective 10/01/17) residential	9.79	20.97						
Titusville (effective 10/1/17) commercial	13.50	30.30	58.33	91.93	170.35	282.45	562.59	

Base Rate - Residential – Outside City Limits								
meter size	**3/4"**	**1"**	**1.5"**	**2"**	**3"**	**4"**	**6"**	**10"**
Cocoa (effective 10/01/17)	16.40	39.72	72.05	180.22	432.63	648.95	1225.84	2181.19
Brevard County – North (effective 10/01/17) *not available*								
Melbourne (effective 10/01/17) residential	8.80	26.40	44.00	70.40	132.00	220.00	440.00	440.00
Palm Bay residential (effective 10/01/17)	15.42	33.28	63.07	98.82				
Titusville (effective 10/01/17) residential	10.77	23.07						
Titusville (effective 10/01/17) commercial	14.85	33.33	64.16	101.12	187.39	310.70	618.85	

Source: City of Cocoa, Finance Department

Following is a comparison of the water consumption rates charged by the City compared to other cities in the County and the County's consumption rates.

City of Cocoa, Florida
Water Consumption Rate Comparison

Consumption Rate - Residential - Inside City Limits								
Tier	**1**	**2**	**3**	**4**	3/4" gallon limit for tiers (in thousands)			
Cocoa (effective 10/01/17	3.10	5.94	7.74	10.43	6	12	24	Over 24
Brevard County - North (effective 10/01/17)	4.91	7.13	10.33	13.93	8	16	24	Over 24
Melbourne (effective 10/01/17)	4.57				No tiers			
Palm Bay residential (effective 10/01/17)	3.70	4.81	5.92	7.40	5	10	15	Over 15
Titusville (effective 10/01/17)	3.17	4.76	6.33	12.04	5	10	15	Over 15
Consumption Rate - Residential - Outside City Limits								
Tier	**1**	**2**	**3**	**4**	3/4" gallon limit for tiers (in thousands)			
Cocoa (effective 10/01/17)	3.41	6.53	8.51	11.47	6	12	24	Over 24
Brevard County - North (effective 10/01/17) *not available*					**N/A**			
Melbourne (effective 10/01/17)	5.02				No tiers			
Palm Bay residential (effective 10/01/17)	4.07	5.30	6.52	8.14	5	10	15	Over 15
Titusville (effective 10/01/17)	3.49	5.24	6.96	13.24	5	10	15	Over 15

Source: City of Cocoa, Finance Department

The following tables describes the current sewer rates, fees, and charges.

Sewer Monthly Service and Consumption Charges
Effective October 1, 2017

Fixed Monthly Charge

Water Service Size	Inside Cocoa	Outside Cocoa
¾"	$14.41	$18.02
1"	26.96	33.70
1 ½"	54.08	67.60
2"	135.11	168.88
3"	540.72	675.90
4"	811.09	1,013.85
6"	1,459.96	1,824.95
8"	2,336.05	2,920.06
10"	3,358.09	4,197.61

Source: City Code of Ordinances § 22-18 and Resolution No. 2017-73

Usage rate per thousand gallons

Inside Cocoa	$6.83
Outside Cocoa	$8.55

Source: City Code of Ordinances § 22-18 and Resolution No. 2017-73

Sewer Impact Fees & Other Charges

The City has imposed and collected Sewer Impact Fees since 1983. Effective October 1, 2001, the Sewer Impact Fee was increased from $100 to $1,250 per ERC. All Sewer charges and fees shall be paid at or before the time of application for water service. No building permit shall be issued prior to the receipt of all Sewer System fees and charges.

The City's Code also provides for the collection of any required off-site improvement charges, from anyone seeking to be connected to the Sewer System, prior to construction of such improvements.

Following is a comparison of the sewer base rates charged by the City compared to other cities in the County and to the County base rates.

City of Cocoa, Florida Sewer Base Rate Comparison								
Base Rate - Residential/Commercial - Inside City Limits								
meter size	**3/4"**	**1"**	**1.5"**	**2"**	**3"**	**4"**	**6"**	**8"**
Cocoa (effective 10/01/17)	14.41	26.96	54.08	135.11	540.72	811.09	1459.96	2336.05
City of Rockledge (10/01/17)	14.00	25.00	47.00	76.40	179.00	278.00	443.00	707.00
City of Melbourne per ERU (effective 10/01/17)	11.83	35.49	59.15	94.64	177.45	295.75	591.50	591.50
City of Palm Bay (10/01/17)	19.73	49.42	98.52	157.64	315.19	492.52	985.05	1576.06
City of Titusville Commercial Only (10/01/17)	20.40	47.99	93.99	149.14	277.89	461.83	921.69	1473.49
Base Rate – Residential/Commercial - Outside City Limits								
meter size	**3/4"**	**1"**	**1.5"**	**2"**	**3"**	**4"**	**6"**	**8"**
Cocoa (effective 10/01/17)	18.02	33.70	67.60	168.88	675.90	1013.85	1824.95	2920.06
City of Rockledge (10/01/17)	17.50	31.25	58.75	91.75	223.75	347.50	553.75	883.75
Brevard County (01/01/18)								
Residential A	21.22 per unit							
Residential B	18.24 per unit							
Residential C	18.24 per unit							
Commercial Formula	Consumption / 6 x $21.22							
Cape Canaveral (10/01/17)	**3/4"**	**1"**	**1.5"**	**2"**	**3"**	**4"**	**6"**	**8"**
Residential Meter	19.86	46.52	90.94	144.25				
Commercial Meter	24.32	57.67	113.24	179.93	335.54	557.84	1335.89	1780.49
Multi Family Meters	30.45 flat rate per unit							
Cocoa Beach (11/01/17)	**Residential Meter Inside**				**Commercial Meter Inside**			
First Tier 0-3,000	20.41				22.46			
Second Tier 3,001 – 5,000	5.71				6.23			
Third Tier Over 5,000	6.72				7.34			
City of Titusville Residential (10/01/17)	**3/4"**		**1"**					
	14.26		32.67					
Palm Bay (10/01/17)								
	24.67		61.55					

Notes: For Melbourne Beachside rates, see Brevard County Rates. The County does not base its sewer fees on meter size. Cape Canaveral has Residential, Commercial, and Multi Family Rates and not Inside and Outside Rates.

Source: City of Cocoa, Finance Department

The following tables describes the current rates, fees, and charges for reclaimed water service.

Reclaimed Water Service and Consumption Charges
Effective October 1, 2017

Base Rate

Meter Size	Base Rate per Meter per Month Inside Cocoa	Base Rate per Meter per Month Outside Cocoa
3/4"	$8.75	$10.93
1"	8.75	10.93
1½"	43.80	54.76
2"	58.39	72.99
3"	233.56	291.96
4"	350.34	437.93

Source: Source: City Code of Ordinances § 22-26 and Resolution No. 2017-73

Usage rate per thousand gallons.

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa	Included in base	$0.60	$0.87
Outside Cocoa	Included in base	$0.75	$1.09

Source: Source: City Code of Ordinances § 22-26 and Resolution No. 2017-73

System Inspection Report

As required by the Master Resolution, the City engages engineering firms to provide services, to perform the inspections, and to make recommendations relating to the Water and Sewer System. The primary duties of such firms are to review the construction and operation of the Water and Sewer System; make inspection of the Water and Sewer System; and submit a report to the City to include recommendations for proper maintenance, repair and operation of the Water and Sewer System and for expansion and additions to the Water and Sewer System to meet anticipated service demands with estimates of the costs of such recommended improvements.

In 2010, the City contracted with CH2MHill/Jacobs to conduct a Water System fixed asset inventory and assessment. A detailed report evaluating the entire Water System was completed. The resulting assessment recognized the need for an asset management plan and recommended creating a full asset management program. Beginning in 2011, the City contracted with CH2MHill/Jacobs for master planning services which were completed in 2012 (the "Water Master Plan"). The City contracts each year with CH2MHill/Jacobs to conduct annual updates to guide and assist with the capital projects necessary to continue utility operations and maintain the current level of service. Every five to seven years, depending on the needs of the Water System, a major Water Master Plan update will occur. Currently, a major Water Master Plan update is underway. The major Water Master Plan update is expected to be completed in September 2018.

Beginning in 2012, the City contracted with CDM-Smith, for master planning services with respect to the Sewer System which were completed in 2013. In 2015, CDM-Smith completed a Sewer Capital Plan that included a Waste Water Utility Asset Condition Assessment (the "Sewer Master Plan"). RedZone Robotics was contracted to use cameras to view the interior of all gravity sewer mains and provide additional condition data to CDM-Smith for further assessment and prioritization. The City contracts each year with CDM-Smith to conduct annual updates that guide and assist with the selection and prioritization of capital projects necessary to continue Sewer System operations and maintain the current level of service. The City has also committed to conducting a major Sewer Master Plan update every five to seven years,

depending on the needs of the Sewer System. It is anticipated that a major update of the Sewer Master Plan will occur in Fiscal Year 2020.

As a result of the master planning efforts for both the Water System and the Sewer System, the City has spent over $95 million from 2011 to date in infrastructure improvements to maintain the Water and Sewer System.

Capital Improvement Plan

As required by the Florida Growth Management Act adopted by the Florida legislature, the City has developed a five-year capital improvement program recognizing costs associated with future growth and regulatory requirements. The tables below present the current capital improvement plan relating to the Water and Sewer System (the "CIP") with cost estimates for Fiscal Years 2018 through 2022. The City approved the CIP for Fiscal Years 2018 through 2022 on September 25, 2017. The CIP reflects the total estimated project costs for each project which is expected to be initiated within the five-year program regardless of the estimated time required to design and complete construction of the project. Projects remain open for many years until all related construction activities are complete.

The City reviews and updates the CIP annually as part of the budgeting process and includes separate estimates for projects relating to the Water and Sewer System. The total cost of the CIP could vary from these annual estimates depending upon future demands, regulatory requirements, actual contract awards and other economic factors. The following tables describe the current CIP and CIP funding sources.

	2018	2019	2020	2021	2022	TOTAL
Field Services	$ 91,090	$ 10,396	$ 0	$ 0	$ 0	$ 101,486
Administration	1,398,790	46,725	0	0	0	1,445,515
Dyal Plant	2,822,400	1,763,950	870,000	560,000	1,510,000	7,526,350
Water Field Op's	103,180	76,900	219,000	0	0	399,080
Engineering	22,642,247	22,163,099	23,491,513	19,073,148	18,646,619	106,016,626
Water Reclamation	3,402,200	3,065,237	2,350,000	2,130,000	5,135,000	16,082,437
Sewer Field Op's	400,000	400,000	430,237	1,252,100	0	2,482,337
TOTAL:	$30,859,907	$27,526,307	$27,360,750	$23,015,248	$25,291,619	$134,053,831

	2018	2019	2020	2021	2022	TOTAL
Revenue	$11,716,016	$ 4,962,928	$ 7,230,249	$22,977,148	$25,291,619	$72,177,960
Reserves	4,495,629	0	0	38,100	0	4,533,729
Bond	14,648,262	22,563,379	20,130,501	0	0	57,342,142
TOTAL:	$30,859,907	$27,526,307	$27,360,750	$23,015,248	$25,291,619	$134,053,831

The CIP is used by the City as a planning tool and not a definitive plan to undertake each and every project. Factors outside the control of the City such as economic downturns, availability of funding, and the priority of the individual project may affect when a project is undertaken. No assurance can be given that the City will be able to meet such expectations. The timing and costs of completing the CIP are subject to amendment from year to year.

Historical and Pro Forma Net Revenues

The following table shows historical pledged revenues, actual debt service coverage and pro forma debt service coverage for Fiscal Years ending 2013 through 2017 (audited) and 2018 (unaudited).

CITY OF COCOA, FLORIDA
WATER AND SEWER SYSTEM
HISTORICAL AND PRO FORMA NET REVENUES
DEBT SERVICE COVERAGE AND CASH FLOW

	Fiscal Year Ended September 30					
Item	2013 Audited	2014 Audited	2015 Audited	2016 Audited	2017 Audited	2018 Unaudited[1]
Revenues [2]	$52,354,882	$53,786,075	$53,129,323	$55,394,026	$58,263,157	$58,484,989
Less Cost of Operation and Maintenance [3]	27,602,721	27,792,525	29,455,290	30,195,204	31,556,645	30,199,496
Net Revenues	$24,752,161	$25,993,550	$23,674,033	$25,198,822	$26,706,512	$28,285,493
Pledged Impact Fees [4]	1,333,924	2,060,080	1,944,458	1,486,185	1,706,308	3,260,216
Net Revenues Plus Pledged Impact Fees	$26,086,085	$28,053,630	$25,618,491	$26,685,007	$28,412,820	$31,545,709
Actual Historical Debt Service Coverage						
Principal & Interest Requirement [5]	$5,528,877	$5,541,578	$5,547,781	$5,543,765	$5,539,243	$5,547,206
Net Revenues Only [6]	4.48	4.69	4.27	4.55	4.82	5.10
Net Revenues Plus Pledged Impact Fees [6]	4.72	5.06	4.62	4.81	5.13	5.69
Pro Forma Debt Service Coverage (after issuance of Series 2018_ Bonds)						
Principal & Interest Requirement [7]						
Net Revenues Only [6]						
Net Revenues Plus Pledged Impact Fees [6]						
Debt Service Coverage Subordinate Debt						
Principal & Interest Requirement [8]	$2,934,125	$2,916,762	$2,806,561	$2,685,476	$2,705,091	$2,509,480
Net Revenues Plus Pledged Impact Fees [8]	7.01	7.72	7.15	7.87	8.46	10.36
Payment in Lieu of Franchise Fee [9]	$1,490,128	$2,171,570	$1,842,017	$1,388,042	$993,919	$1,100,328
Surplus Revenues [10]	$16,132,955	$17,423,720	$15,422,132	$17,067,724	$19,174,567	$22,388,695
Transfer to General Account of Surplus Fund [11]	$7,955,386	$9,533,553	$9,260,391	$5,432,540	$5,596,253	$6,157,822
Transfer to Restricted Account of Surplus Fund [12]	$8,177,569	$7,890,167	$6,161,741	$11,635,184	$13,578,314	$16,230,873

(1) Projected revenues based on unaudited actual receipts through _____, 2018.
(2) Includes investment earnings and gain/(loss) on sale of assets and is net of Water Impact Fees, Sewer Impact Fees, and intergovernmental revenue.
(3) Net of depreciation expense.
(4) 100% of Water Impact Fees and Waste Water Impact Fees collected were Pledged Impact Fees available for payment of __% of the debt service on the Series ____ Bonds, ___% of the debt service on the Series ___ Bonds and __% of the debt service on the Series ___ Bonds.
(5) Includes Principal and Interest Requirements on Bonds outstanding in such fiscal years.
(6) Master Resolution requires 1.10x debt service coverage on Bonds based on Net Revenues only and 1.25x debt service coverage on Bonds based on Net Revenues plus Pledged Impact Fees.
(7) Assumes Series 2018_ Note is issued in the principal amount of $_____, at a TIC of _____% with a Maximum Principal and Interest Requirement of $_____ and Series 2018_ Bonds are issued in the principal amount of $___ at a TIC of __% with a Maximum Principal and Interest Requirement of $___.
(8) Subordinate debt requires a debt service coverage of 1.15x or 1.20x, each after satisfying Principal and Interest Requirements on Outstanding Bonds. See "SECURITY FOR THE SERIES 2018_ BONDS - Outstanding Subordinate Debt" herein for a description of subordinate debt outstanding.
(9) Represents amounts paid by the Water and Sewer System to the City's General Fund as a payment in lieu of franchise fee.
(10) Equals Net Revenues plus Pledged Impact Fees minus Principal and Interest Requirement on Bonds and subordinate debt, and payment in lieu of Franchise Fee.
(10) Amounts available to be transferred to City's General Fund or for any lawful purpose of the Water and Sewer System.
(11) Amounts available for capital improvements to the Water and Sewer System.
Source: City of Cocoa, Finance Department.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of proceeds of the Series 2018_ Bonds and other available funds of the Issuer.

Sources:	
Par Amount of Series 2018_ Bonds	$
Less/Plus [Original Issue Discount][Premium]	
Total Sources	$
Uses:	
Deposit to Series 2018_ Construction Account	$
Costs of Issuance[(1)]	
Total Uses	$

(1) Includes legal expenses, printing costs, underwriter's discount and other expenses associated with issuing the Series 2018_ Bonds.

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The table below describes the debt service requirements for the City's Outstanding Parity Bonds and the Series 2018_ Bonds.

DEBT SERVICE SCHEDULE

		Series 2018_ Bonds			
Maturity (October 1)	Outstanding Parity Bonds[1]	Principal	Interest	Total Debt Service	Combined Total Debt Service
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
TOTAL					

[1] The amounts shown are not net of certain Federal Direct Payments (hereafter defined) expected to be received by the City in connection with the Series 2010 Bonds. Under the Bond Resolution, such Federal Direct Payments are netted from debt service for certain purposes. See "FEDERAL DIRECT PAYMENTS FOR BUILD AMERICA BONDS" below. **[Amounts include debt service on the Series 2018_ Note and exclude debt service on the Series 2009 Bonds refunded with proceeds of the Series 2018_ Note.]**

FEDERAL DIRECT PAYMENTS FOR BUILD AMERICA BONDS

General

The City designated the Series 2010 Bonds as a "Build America Bond" for purposes of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). As such, the City receives semi-annual payments ("Federal Direct Payments") from the United States Department of Treasury ("Department of Treasury"). Pursuant to the Bond Resolution, Federal Direct Payments will be netted from Principal and Interest Requirements for purposes of calculating Net Revenues which will be relevant to the rate covenant and the test for the issuance of Additional Bonds. Payment of debt service on the Series 2010 Bonds is not contingent upon receipt by the City of the Federal Direct Payments and failure of the City to receive Federal Direct Payments with respect to the Series 2010 Bonds, whether due to failure of the City to timely file payment request forms or to satisfy certain eligibility requirements or for any other reason, could result in the calculated debt service coverage requirement for the issuance of Additional Bonds to have been calculated by taking into account Federal Direct Payments that were previously received but may not be received by the City in the future. This could result in debt service coverage being lower than would otherwise be permitted under the Resolution if such Federal Direct Payments were not taken into consideration.

The City must timely file a Form 8038-CP with respect to each semi-annual interest payment date requesting the associated Federal Direct Payments. If the City fails to file the necessary Form 8038-CP in a timely manner, it is possible that the City's receipt of such Federal Direct Payments would be delayed.

In certain circumstances, the Federal Direct Payments may be offset by the federal government (or agencies of the federal government) for amounts determined to be owed to it by the City. Amounts owing and offset by the federal government may be unrelated to the Series 2010 Bonds. The amount of any such offset is not predictable, and the City does not currently expect that any such offsets will apply to the payment of the Federal Direct Payments the City expects to receive. Any such offset does not alter the City's obligation to pay principal, premium, if any, and interest due on the Series 2010 Bonds.

Additionally, the Internal Revenue Code of 1986, as amended (the "Code") imposes certain requirements that the City must continue to meet after the Series 2010 Bonds were issued in order to receive the Federal Direct Payments. These requirements generally involve the use of the proceeds and certain filing requirements with the Internal Revenue Service. If the City does not meet these requirements, it is possible that the City may irrevocably lose the right to receive such Federal Direct Payments. The City has continually met such requirements.

The Federal Direct Payments do not constitute a full faith and credit guarantee of the United States of America, but are required to be paid by the Department of Treasury under the Recovery Act. No assurances are provided that the City will receive the Federal Direct Payments. No assurance can be given that any future legislation, clarification, amendments to the Code, if enacted into law, or judicial decisions will not potentially reduce or eliminate Federal Direct Payments expected to be received by the City with respect to the Series 2010 Bonds. See "—Sequestration" below.

Sequestration

Pursuant to the Sequestration Transparency Act of 2012 (P.L. 112-155), as a consequence of the Joint Select Committee on Deficit Reduction's failure to propose, and Congress' failure to enact, a plan to

reduce the federal deficit by $1.2 trillion (as required by the Budget Control Act of 2011 by January 2, 2013), the President of the United States, in his report to Congress of sequestration for Fiscal Year 2013, included in such sequestration the payments authorized for direct-pay bonds issued under the Recovery Act, such as the Series 2010 Bonds. The sequestration cut for direct-pay bonds was initially scheduled to apply through Fiscal Year 2021 but has since been extended through Fiscal Year 2024. As a result of the sequestration, payments to issuers of direct-pay bonds, such as the Series 2010 Bonds, were subject to a reduction of 8.7% of the amount budgeted for such payment through September 30, 2013, a reduction of 7.2% of the amount budgeted for such payment through September 30, 2014, a reduction of 7.3% of the amount budgeted for such payment through September 30, 2015, a reduction of 6.8% of the amount budgeted for such payment through September 30, 2016, a reduction of 6.9% of the amount budgeted for such payment through September 30, 2017, and a reduction of 6.6% of the amount budgeted for such payment through September 30, 2018. These cuts resulted in a reduction in the Federal Direct Payment received by the City equal to $31,635.47 (at 8.7%) in Fiscal Year ended 2013, $47,031.08 (at 7.2%) in Fiscal Year ended 2014, $47,684.28 (at 7.3%) in Fiscal Year ended 2015, $44,418.24 (at 6.8%) in Fiscal Year ended 2016, $45,071.44 (at 6.9%) in Fiscal Year ended 2017 and $43,111.82 (at 6.6%) in Fiscal Year ended 2018. Currently, the City is without information to quantify how sequestration will affect the Federal Direct Payments beyond September 30, 2018. No assurance can be given that legislative proposals may be introduced or enacted by Congress that would or might apply to, or have an adverse effect upon, the City's receipt of the Federal Direct Payments. **Payment of debt service on the Series 2010 Bonds is not contingent upon receipt by the City of the Federal Direct Payments and the City does not expect that any such reduction in Federal Direct Payments will affect its ability to pay debt service on the Series 2010 Bonds.**

LITIGATION

In the opinion of Garganese, Weiss, D'Agresta & Salzman, P.A., Counsel to the City, except as has been disclosed in this Official Statement, there is no litigation or controversy of any nature now pending or, to the best of their knowledge, threatened to restrain or enjoin the sale, execution, issuance or delivery of the Series 2018_ Bonds, or in any way contesting the validity of the Series 2018_ Bonds or any proceedings of the City taken with respect to the authorization, sale, or issuance of said Series 2018_ Bonds, or the pledge or application of any moneys, revenues, taxes or securities provided for the payment of or security for the Series 2018_ Bonds, or having any significant effect on the receipts or sources of income to be collected which constitute the Pledged Revenues.

LEGAL MATTERS

Certain legal matters in connection with the validity of the Series 2018_ Bonds and the issuance thereof by the City are subject to an approving legal opinion of Bryant Miller Olive P.A., Bond Counsel, whose approving opinion will be delivered concurrently with the issuance of the Series 2018_ Bonds. The proposed text of the legal opinion of Bond Counsel is attached hereto as APPENDIX D. The actual legal opinion to be delivered may vary from the text of APPENDIX D, if necessary, to reflect facts and law on the date of delivery of the Series 2018_ Bonds. The opinion will speak only as of its date and subsequent distribution of it by recirculation of this Official Statement or otherwise shall not create any implication that subsequent to the date of the opinion, Bond Counsel has affirmed its opinion.

Certain legal matters will be passed on for the City by Garganese, Weiss, D'Agresta & Salzman, P.A., City Attorney and Bryant Miller Olive P.A., Disclosure Counsel.

Bryant Miller Olive P.A., Bond Counsel and Disclosure Counsel to the City, may, from time-to-time, serve as counsel to the Underwriter on matters unrelated to the issuance of the Series 2018_ Bonds.

RISK FACTORS

The future financial condition of the Water and Sewer System could be affected adversely by, among other things, legislation, environmental and other regulatory actions as set forth above, changes in demand for services, economic conditions, demographic changes, and litigation. In addition to those items listed in the preceding sentence, some of the possible changes in the future may include, but not be limited to, the following:

Regulation

The City's water and sewer facilities are subject to regulation and control by numerous federal and state governmental agencies. Neither the City nor its consultants can predict future policies such agencies may adopt. Future changes could result in the City having to discontinue operations at certain facilities or to make significant capital expenditures and could generate substantial litigation.

Climate Change and Natural Disasters

The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts on coastal communities such as the City. Such effects can be exacerbated by a longer term shift in the climate over several decades (commonly referred to as climate change), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather events could damage the Water and Sewer System, including the Series 2018_ Project, or the local infrastructure that provides essential services to the City. The economic impacts resulting from such extreme weather events could include a loss of revenue, interruption of service, and escalated recovery costs. No assurance can be given as to whether future extreme weather events will occur that could materially impair the financial condition of the Water and Sewer System.

Following a storm declared by the President of the United States as a major disaster and assuming such declaration includes public assistance, the City assesses the damage to its properties and files a notice claim with the State of Florida Division of Emergency Management ("FDEM"). This notice claim is used by FEMA and FDEM to encumber funds and begin the process of analyzing their liability. The City also files a claim with its insurance carrier. Following examination and approval of the claim, the City's insurance carrier pays to the City the insured value of the claim. The City then must complete the repairs. Following completion of the repairs, the City must file its formal claim for the uninsured portion with FDEM. FEMA and FDEM do not always concur in the damage or repair estimates used by the insurance carrier in processing claims. Accordingly, FEMA and FDEM may take the position in a particular claim that their responsibility should be based on an amount that differs from the amount used by the insurance carrier as a basis for paying a claim. This, along with other complexities, typically causes delays and uncertainty about any reimbursements due but not yet paid by FEMA and FDEM. For purposes hereof, however, the uninsured portion is referred to herein as "eligible costs."

On October 6, 2016, Hurricane Matthew, a Category 3 hurricane, impacted the State, including the City, causing damage to areas of the City. The damages sustained by the Water and Sewer System included 15 main and saddle breaks. The City estimates costs from Hurricane Matthew City-wide to be

about $1,889,000, including damages related to the Water and Sewer System of about $63,100. To date, about $473,375 has been approved for reimbursement through FEMA and the State. On September 9, 2017, Hurricane Irma, a Category 3 hurricane, impacted the State, including the City, causing damage to areas of the City. The damages sustained by the Water and Sewer System included 31 main and saddle breaks and a break along the 36" subaqueous main that spans the Indian River Lagoon along the State Road 520 Bridge. The City estimates damages from Hurricane Irma City-wide to be about $4,750,000, including damages related to the Water and Sewer System of about $1,221,400. The City expects 75% of these expenses to be reimbursed by FEMA and 12.5% by the State. The City does not expect any material adverse impact on Net Revenues as a result of the damages.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the "Underwriter") has agreed, subject to certain conditions, to purchase the Series 2018_ Bonds from the City at a purchase price equal to $_____ (which represents the par amount of the Series 2018_ Bonds less an Underwriter's discount equal to $_____, less original issue discount equal to $_____). The Underwriter's obligation is subject to certain conditions precedent contained in the Bond Purchase Agreement dated _____, 2018 between the City and the Underwriter, and the Underwriter will be obligated to purchase all of the Series 2018_ Bonds, if any Series 2018_ Bonds are purchased. The Series 2018_ Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2018_ Bonds into investment trusts) at prices lower than the public offering price, and such public offering prices may be changed from time to time by the Underwriter.

RATING

S&P Global Inc. ("S&P") has assigned its municipal bond rating of "__" (_____ outlook) to the Series 2018_ Bonds. The rating reflects only the view of said rating agency and an explanation of the rating may be obtained only from said rating agency. There is no assurance that such rating will continue for any given period of time or that it will not be lowered or withdrawn entirely by the rating agency if in its judgment, circumstances so warrant. A downward change in or withdrawal of any of such rating may have an adverse effect on the market price of the Series 2018_ Bonds. An explanation of the significance of the rating can be received from the rating agency at the following address: Standard & Poor's Ratings Services, 25 Broadway, New York, New York 10004.

FINANCIAL ADVISOR

Dunlap & Associates Inc., Winter Park, Florida, is serving as financial advisor to the City. The financial advisor has assisted in the preparation of the Official Statement, and in other matters relating to the planning, structuring and issuance of the Series 2018_ Bonds, and has provided additional advice. Dunlap & Associates, Inc. is an SEC registered municipal advisor and is not engaged in the business of underwriting, marketing or trading of municipal securities or any other negotiable instruments.

CONTINGENCY OF FEES

The City has retained Bond Counsel, the Financial Advisor and Disclosure Counsel with respect to the authorization, sale, execution and delivery of the Series 2018_ Bonds. Payment of the fees of such professionals and an underwriting discount to the Underwriter is contingent upon the issuance of the Series 2018_ Bonds.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is included as APPENDIX D hereto, the interest on the Series 2018_ Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for federal income tax purposes under existing statutes, regulations, rulings and court decisions. However, it should be noted that solely for taxable years beginning before January 1, 2018, such interest is taken into account in determining adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax on such corporations. Failure by the City to comply subsequently to the issuance of the Series 2018_ Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to requirements regarding the use, expenditure and investment of bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2018_ Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issue. The City has covenanted in the Bond Resolution to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2018_ Bonds for purposes of federal income taxation. In rendering this opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2018_ Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2018_ Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2018_ Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2018_ Bonds being included in gross income for federal income tax purposes retroactive to their date of issue.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2018_ Bonds. Prospective purchasers of the Series 2018_ Bonds should be aware that the ownership of the Series 2018_ Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2018_ Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2018_ Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2018_ Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2018_ Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2018_ BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL OR CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

Interest on the Series 2018_ Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2018_ Bonds should consult their tax advisors as to the income tax status of interest on the Series 2018_ Bonds in their particular state or local jurisdictions.

During recent years legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2018_ Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2018_ Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2018_ Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2018_ Bonds. For example, proposals have been discussed in connection with deficit spending reduction, job creation and other tax reform efforts that could significantly reduce the benefit of, or otherwise effect the exclusion from gross income of, interest on obligations such as the Series 2018_ Bonds. The further introduction or enactment of one or more of such proposals could affect the market price or marketability of the Series 2018_ Bonds.

Tax Treatment of Original Issue Discount

The difference between the principal amount of the Series 2018_ Bonds maturing on _____ 1, 20__ (the "Discount Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Discount Bonds of the same maturity was sold constitutes original issue discount, which is excludable from gross income for federal income tax purposes to the same extent as interest on the Series 2018_ Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. Owners of the Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

Bond Premium

The difference between the principal amount of the Series 2018_ Bonds maturing on _____ 1, __ through and including _____ 1, __ (collectively, the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond (or, in the case of certain Premium Bonds callable prior to maturity, the amortization period and yield must be determined on the basis of the earliest call date that results in the lowest yield on the

Premium Bond). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Series 2018_ Bonds upon an event of default under the Bond Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically, the Federal Bankruptcy Code, the remedies specified by the Bond Resolution and the Series 2018_ Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2018_ Bonds (including Bond Counsel's approving opinion) will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. See "APPENDIX C – BOND RESOLUTION" attached hereto for a description of the events of default and remedies pertaining to the Series 2018_ Bonds.

CONTINUING DISCLOSURE

The City has agreed and undertaken for the benefit of the holders of Series 2018_ Bonds, to provide certain financial information and operating data relating to the City, the Water and Sewer System and the Series 2018_ Bonds in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. Such undertaking shall only apply so long as the Series 2018_ Bonds remain Outstanding under the Bond Resolution. The covenant shall also terminate upon the termination of the continuing disclosure requirements of SEC Rule 15c2-12(b)(5) (the "Rule") by legislative, judicial or administrative action. The Annual Report and notices of enumberated events will be filed annually by the City or its dissemination agent pursuant to the undertaking with the Electronic Municipal Market Access (EMMA) system as required by the Rule and as described in the Disclosure Dissemination Agent Agreement (the "Continuing Disclosure Agreement") between the City and Digital Assurance Certification, L.L.C. ("DAC"), as the initial Dissemination Agent thereunder. The specific nature of the information to be contained in the Annual Report and the notices of material events are described in the Continuing Disclosure Certificate attached hereto as "APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE."

With respect to the Series 2018_ Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule.

FINANCIAL STATEMENTS

The Comprehensive Annual Financial Report of the City, at and for the Fiscal Year ended September 30, 2017, including the City’s Financial Statements for such Fiscal Year and report thereon of the City's independent certified public accountants (the "Auditor"), has been included as APPENDIX A to this Official Statement as a matter of public record and the consent of the Auditor to include such

documents was not requested. The Auditor was not requested to perform and has not performed any services in connection with the preparation of this Official Statement or the issuance of the Series 2018_ Bonds.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities of the City except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Office of Financial Regulation within the Florida Financial Services Commission (the "FFSC"). Pursuant to administrative rulemaking, the FFSC has required the disclosure of the amounts and types of defaults, any legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the City, and certain additional financial information, unless the City believes in good faith that such information would not be considered material by a reasonable investor. The City is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor.

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AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement has been duly authorized and approved by the City. At the time of delivery of the Series 2018_ Bonds, the undersigned will furnish a certificate to the effect that nothing has come to his attention which would lead him to believe that this Official Statement (other than information herein related to DTC and the information contained under the caption "TAX MATTERS" as to which no opinion shall be expressed), as of its date and as of the date of delivery of the Series 2018_ Bonds, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Official Statement is intended to be used, or which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

CITY OF COCOA, FLORIDA

By: _____
Mayor

APPENDIX A

CITY OF COCOA, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR FISCAL YEAR ENDED SEPTEMBER 30, 2017

APPENDIX B

GENERAL INFORMATION – CITY OF COCOA, FLORIDA

GENERAL INFORMATION – CITY OF COCOA, FLORIDA

General

The City of Cocoa, Florida (the "City" or "Cocoa") was incorporated as a village in 1895 and as a city in 1913. The City has a population of approximately 18,900. The City lies on the east coast midway between the cities of Titusville to the north and Melbourne to the south in central Brevard County. The City is located on the scenic Indian River Lagoon in east central Florida. With direct access to Interstate 95, US Highway 1, State Road 528 and State Road 520, Cocoa is positioned to take advantage of its close proximity to Port Canaveral, Orlando International Airport and Melbourne International Airport.

The City provides a wide range of services normally associated with a municipality. These services include police and fire protection; the construction and maintenance of highways, streets, and infrastructure (public works); community services; recreational services and cultural events and also include potable water, sewer, and storm water utilities.

Government Structure

The City operates under a charter adopted in 1988 and provides for a Council-City Manager form of government. The governing body is a five-member elected City Council comprised of a Mayor and four (4) Council Members. The City Council appoints the City Manager who is responsible for the administration of all City services.

Debt Statement

The following table is a summary of the City's outstanding debt for the Fiscal Year ended September 30, 2017.

Summary of the City's Outstanding Debt

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
Revenue bonds payable	$16,889,602	$9,376,026	$57,739,956	$60,295,739	$74,629,558	$69,671,765
Note payable	3,700,000	4,286,000	-	194,930	3,700,000	4,480,930
State revolving loans payable	-	-	19,919,095	23,831,639	19,919,095	21,831,639
Accrued claims payable	4,152,457	3,358,637	-	-	4,152,457	3,358,637
Net OPEB obligation	13,685,149	12,892,610	5,159,937	4,729,184	18,845,086	17,621,794
Compensated absences	1,179,032	1,119,138	539,832	466,239	1,718,864	1,585,377
Net pension liability	18,168,396	18,256,730	9,382,644	8,901,364	27,551,040	27,158,094
Total	$57,774,636	$49,289,141	$92,741,464	$96,419,095	$150,516,100	$145,708,236

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2017.

Ad Valorem Taxes

For information purposes related to the City, set forth below is information concerning assessed and actual value of taxable property and ad valorem taxes levied and collected by the City for Fiscal Years ended September 30, 2008 through and including 2017, and the principal taxpayers of the City for the Fiscal Year ended September 30, 2017. Ad valorem taxes are not pledged security for repayment of the Series 2018_ Bonds.

City of Cocoa
Assessed Value and Estimated Actual Value of Taxable Property

Fiscal Year	Real Property	Personal Property	Centrally Assessed Property	Less: Tax Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate (mills)	Estimated Actual Taxable Value	Taxable Assessed Value as a Percentage of Actual Taxable Value
2008	$1,418,325,800	$328,751,272	$2,018,486	$616,814,646	$1,132,280,912	4.489%	$1,749,095,658	64.735%
2009	1,413,286,040	337,859,014	2,358,254	579,265,306	1,174,238,002	4.489	1,753,503,308	66.965
2010	1,371,082,320	369,202,673	3,420,128	581,568,187	1,162,136,934	4.489	1,484,851,266	78.266
2011	1,159,589,630	341,024,797	2,313,993	478,190,225	1,024,738,195	4.966	1,025,224,075	99.953
2012	961,539,190	306,406,665	2,019,635	363,813,856	906,151,634	5.581	906,819,814	99.926
2013	846,372,850	284,164,503	2,089,111	334,960,096	797,666,368	5.981	798,015,398	99.956
2014	820,754,020	277,223,578	2,335,457	325,183,520	775,129,535	5.981	775,765,766	99.918
2015	838,137,370	268,432,534	2,656,441	328,336,969	780,889,376	5.979	782,374,729	99.810
2016	874,284,810	277,265,631	3,514,003	337,493,706	817,570,738	5.979	818,427,691	99.895
2017	940,958,240	270,529,563	3,869,600	355,293,089	860,064,314	5.979	857,337,863	100.318

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2017.

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City of Cocoa
Property Tax Levies and Collections

	Current Year Collections			Total Collections to Date		
Fiscal Year	Amount Levied	Amount Collected	Percentage of Levy	Delinquent Tax Collections[(1)]	Total Amount Collected	Percentage of Levy
2008	$5,175,163	$4,799,655	92.74%	$345,433	$5,145,088	99.42%
2009	5,271,278	4,542,123	86.17	510,186	5,052,309	95.85
2010	5,216,952	4,066,535	77.95	413,677	4,480,212	85.88
2011	4,600,154	4,040,240	87.83	331,324	4,371,564	95.03
2012	4,500,137	4,022,600	89.39	309,298	4,331,898	96.26
2013	4,452,014	4,173,107	93.74	262,758	4,435,865	99.64
2014	4,636,129	4,235,126	91.35	284,980	4,520,107	97.50
2015	4,668,943	4,275,053	91.56	253,754	4,528,807	97.00
2016	4,888,261	4,454,794	91.13	244,447	4,699,241	96.13
2017	5,142,260	4,768,944	92.74	231,667	5,000,611	97.25

(1) Includes delinquent taxes, penalties and tax certificates.

Note: 2012 through 2008 have been restated to be consistent with the 2013 presentation.

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2017.

City of Cocoa
Principal Property Taxpayers

Taxpayer	Amount Levied	% of Total City Levy
Cocoa Commons Station LLC	$62,032	1.21%
Wal-Mart Stores East LP	59,671	1.16
Sam's East Inc.	39,803	0.77
12550 LC	32,163	0.63
Monmouth Real Estate Investment	28,400	0.55
Beyel Brothers, Inc.	25,318	0.49
SSR Properties LLC	22,858	0.44
ATS Clearlake LLC	22,427	0.44
Sunrise Mobile Home Park LLC	21,584	0.42
Oaks Meadow Ltd Partnership	21,524	0.42
Total	$335,780	6.53%
Total amount levied	$5,142,260	

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2017.

Demographics

The following table provides population and personal income for the City for Fiscal Years ended September 30, 2008 through and including 2017, and per capita personal income and unemployment rates for Palm Bay-Melbourne-Titusville, FL (Metropolitan Statistical Area) for Fiscal Years ended September 30, 2008 through and including 2017.

Demographic and Economic Statistics

Fiscal Year	Population	Personal Income	Per Capita Personal Income	Unemployment Rate
2008	16,971	$617,829,255	$36,405	6.1%
2009	16,825	627,690,275	37,307	9.8
2010	17,140	614,417,580	35,847	11.8
2011	17,238	634,461,828	36,806	11.6
2012	17,259	663,936,471	38,469	9.1
2013	17,443	664,264,326	38,082	7.9
2014	17,678	672,382,730	38,035	6.9
2015	18,313	717,832,974	39,198	6.1
2016	18,833	762,943,663	40,511	5.2
2017	18,982	791,264,670	41,685	4.6

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2017.

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The following table provides population statistics for Brevard County, Florida (the "County") and the State of Florida for the period 2008 through and including 2017.

Brevard County and the State of Florida
Population

Year	Brevard County	Percentage Change	State of Florida	Percentage Change
2008	542,378	0.5%	18,527,305	0.9%
2009	542,109	(0.05)	18,652,644	0.7
2010	543,376	0.2	18,801,310	0.8
2011	544,323	0.2	19,096,952	1.6
2012	547,495	0.6	19,344,156	1.3
2013	551,148	0.7	19,582,022	1.2
2014	556,902	1.0	19,888,741	1.6
2015	568,088	2.0	20,244,914	1.8
2016	579,130	1.9	20,612,439	1.8
2017	589,162	1.7	20,984,400	1.8

Source: Florida Research and Economic Information Database Application.

The following table provides civilian labor force for the County and unemployment rates for the County, the State and the United States for the period 2008 through and including 2017.

Brevard County, Florida
Labor Force Summary

				Unemployment Rate		
Year	Civilian Labor Force	Employment	Unemployment	Brevard County	State of Florida	United States
2008	268,840	250,742	18,098	6.7%	6.3%	5.8%
2009	266,755	238,983	27,772	10.4	10.4	9.3
2010	265,643	235,757	29,886	11.3	11.1	9.6
2011	265,213	236,336	28,877	10.9	10.0	8.9
2012	262,800	238,006	24,794	9.4	8.5	8.1
2013	258,529	237,093	21,436	8.3	7.2	7.4
2014	258,058	240,053	18,005	7.0	6.3	6.2
2015	256,109	240,892	15,217	5.9	5.5	5.3
2016	262,683	249,290	13,393	5.1	4.8	4.9
2017	268,757	257,365	11,392	4.2	4.2	4.4

Source: Florida Research and Economic Information Database Application.

[Remainder of page intentionally left blank]

The following table provides the principal employers in the City for Fiscal Year ended September 30, 2017.

City of Cocoa
Principal Employers

Employer	Employees	% of Total Employment
Eastern Florida State College – Cocoa Campus	542	4.65%
City of Cocoa	446	3.83
Beyel Brothers Inc.	370	3.18
Wal-Mart Associates, Inc.	325	2.79
Coastal Steel Inc.	162	1.39
Publix Super Markets, Inc.	140	1.20
Brevard Robotics	130	1.12
Sam's Club	123	1.06
University of Central Florida – Cocoa Campus	120	1.03
Aging Matters in Brevard	117	1.00

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2017.

The following table provides employment in the County by major industry group in 2017.

Brevard County, Florida
Employment by Major Industry Group(1)

Industry	FY 2017
Trade, Transportation, and Utilities	36,650
Education and Health Services	35,858
Professional and Business Services	30,950
Government	27,900
Leisure and Hospitality	26,725
Manufacturing	23,467
Mining, Logging and Construction	13,225
Other Services	8,625
Financial Activities	7,883
Information	2,583
Total	213,866

Source: U.S. Department of Labor, Bureau of Labor Statistics, Current Employment Statistics Program, Palm Bay-Melbourne-Titusville MSA.

(1) Twelve-month average, October 2016 – September 2017.

[Remainder of page intentionally left blank]

Building Permits

The following table provides building permit values for Fiscal Years ended September 30, 2011 through and including 2017.

City of Cocoa
Building Permit Values

Fiscal Year Ended	Residential	Commercial
2011	$2,848,116	$499,000
2012	$842,277	$459,000
2013	$5,213,561	$1,222,436
2014	$9,241,809[1]	$6,377,366
2015	$19,117,456[1]	$6,310,793
2016	$14,849,243	$3,015,565
2017	$2,648,152	$156,732,294[2]

(1) In Fiscal Year 2014, 64 apartment units were added and in Fiscal Year 2015, 84 apartment units were added and there was substantial construction in two single family subdivisions (Adamson Creek and Emerald Lakes).

(2) In Fiscal Year 2017, the City experienced higher than usual new construction activity.

Source: City of Cocoa, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30 for Fiscal Year 2011 through 2017.

Education

The School District of Brevard County, Florida (the "District") and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, and operated by District school officials in accordance with Chapter 1001, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District's public schools. The School Board appoints the Superintendent of Schools as chief executive officer who is responsible for administration and management. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District pursuant to Section 1010.01, Florida Statutes.

During the 2016-17 fiscal year, the District operated eighty-two schools, including fifty-five elementary, eleven middle, four junior/senior, twelve high schools, and sponsored eleven charter schools. The District serves four adult education centers and two alternative learning centers. The majority of operating funds are received through a state funding formula that is intended to equalize funding, received from the state and local property taxes, between districts within the state. Charter schools operating though a contract with the District are provided with their proportionate share of these funds, based on the number of full-time equivalent students enrolled at the charter school. During fiscal year 2016-17, the District served 75,118 students and projects student membership to be 75,630 during the 2017-18 school year. The average age of the District's schools is forty-two years. The School Board is the tenth largest of sixty-seven districts in the state of Florida, the forty-eighth largest district in the nation, and is the single largest employer in Brevard County with over 9,300 employees.

FRS Pension Plan

Employees of the City who elected to join (or participate) in the statewide Florida Retirement System ("FRS Pension Plan") as of March 1, 2009 and are employed by the City in a full-time regularly established position continue to participate in the FRS Pension Plan, a multiple-employer, cost sharing defined benefit plan. All rates, benefits and amendments are established by the State through its legislative body. See Note IV C. State of Florida Pension Plans, included in the Notes to Financial Statements in APPENDIX A to the Official Statement for the City's proportionate share of the net pension liability for Fiscal Year ended September 30, 2017. See also www.dms.myflorida.com/workforce_operations/retirement/publications/annual_reports and the Florida Comprehensive Annual Financial Reports available at www.myfloridacfo.com/division/aa/Reports/. No representation is made by the City as to the accuracy or adequacy of such information or that there has not been any material adverse change in such information subsequent to the date of such information.

Defined Contribution Plan

In July 1996, the City implemented a 401(a) Defined Contribution Plan which required newly hired employees to participate in the Defined Contribution Plan*. See Note IV E. Defined Contribution Plans, included in the Notes to Financial Statements for more information regarding the City's defined contribution plans.

Defined Benefit Plans

In addition to the FRS Pension Plan, the City maintains three separate single employer defined benefit pension plans for firefighters, police and those full-time employees that did not elect to be in the FRS Pension Plan as of March 1, 2009. See Note IV D. Retirement Commitments – Defined Benefit Plans and Employee Retirement Plans – Defined Benefit Plans, included in the Notes to Financial Statements for more information regarding the City's defined benefit plans.

Other Post-Employment Benefits (OPEB)

The City administers a single-employer defined benefit healthcare plan that provides medical insurance to its employees and their eligible dependents. The City is required to provide eligible retirees the opportunity to participate in this plan at the same cost that is applicable to active employees. Employees and their dependents may elect to remain in this plan upon retirement up to age 65. After age 65 the City's insurance coverage becomes secondary to the retiree's Medicare insurance. As of September 30, 2017, the plan has 135 retirees and spouses receiving benefits and has a total of 387 active participants and dependents. See Note IV G. Other Post-Employment Benefits, included in the Notes to Financial Statements for more information regarding the City's OPEB liability and a description of the actuarial assumptions applied with respect to the City's actuarial accrued OPEB liability.

* Effective March 1, 2009, the Plan was closed to new participants.

APPENDIX C

BOND RESOLUTION

Composite Master Resolution

Amendment Resolution No. ___

Resolution No. ___

APPENDIX D

FORM OF BOND COUNSEL OPINION

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Cocoa, Florida (the "City") in connection with the issuance of its $_____ Water and Sewer System Revenue Bonds, Series 2018_ (the "Series 2018_ Bonds"). The Series 2018_ Bonds are being issued pursuant to the laws of the State of Florida, including particularly the City's Charter, as amended and supplemented; Part II of Chapter 166, Florida Statutes; and under and pursuant to Resolution 93-27 duly adopted by the City Council on August 18, 1993 (the "Master Resolution"), as amended and supplemented, particularly as amended and supplemented by Resolution Nos. 2018-___ and 2018-__, each adopted on August __, 2018 (collectively with the Master Resolution, the "Bond Resolution"). The City covenants and agrees as follows:

SECTION 1. PURPOSE OF DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and Beneficial Owners (defined below) of the Series 2018_ Bonds and in order to assist the Participating Underwriters in complying with the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Bond Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2018_ Bonds (including persons holding Series 2018_ Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2018_ Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the Digital Assurance Certification (“DAC”), or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at http://www.emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental

authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the City, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Series 2018_ Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity or credit facilities).

"Participating Underwriters" shall mean the original underwriters of the Series 2018_ Bonds required to comply with the Rule in connection with offering of the Series 2018_ Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL INFORMATION.

(a) The City shall, or shall cause the Dissemination Agent to, provide to each Repository, in an electronic format as prescribed by the Repository, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Beginning with the fiscal year ending September 30, 2018 with respect to the report for the 2017-2018 fiscal year, each Annual Report shall be filed by not later than (i) June 30 following the end of the prior fiscal year or (ii) if the audited financial statements of the City have not been accepted by the City Council by June 30, thirty (30) days following the date on which the audited financial statements of the City are accepted by the City Council, but in no event later than September 30. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If on the fifteenth (15th) day prior to the annual filing date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City by telephone and in writing (which may be by e-mail) to remind the City of its undertaking to provide the Annual Report pursuant to Section 2. Upon such reminder, the City shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report no later than two (2) business days prior to the annual filing date, or (ii) instruct the Dissemination Agent in writing that the City will not be able to file the Annual Report within the time required under this Disclosure Certificate, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a failure to file has occurred and to immediately send a notice to the Repository in substantially the form attached as Exhibit A, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth as Exhibit B.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each Repository;

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing each Repository to which it was provided; and

(iii) if the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file shall have occurred and the City irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth as Exhibit B.

SECTION 4. CONTENT OF ANNUAL REPORTS. (a) The audited financial statements of the City for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated August __, 2018 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Updates of the historical financial data set forth in the Official Statement in the following tables:

(i) Outstanding Subordinate Loans;

(ii) 10 Largest Water Service Customers;

(iii) Number of Water Customers and Average Monthly Consumption;

(iv) Historical Water Production;

(v) 10 Largest Sewer Service Customers;

(vi) Historical Sewer Flows;

(vii) Monthly Water Fixed Charges and Usage Charges;

(viii) Monthly Water Usage Rate per 1000 Gallons;

(vix) Water Impact Fees;

(x) Monthly Sewer Fixed Charge;

(xi) Monthly Sewer Usage Rate per 1000 Gallons;

(xii) Sewer Impact Fees;

(xiii) Monthly Reclaimed Water Base Rate;

(xiv) Monthly Reclaimed Water Usage Rate per 1000 Gallons; and

(xv) System Historical and Pro Forma Net Revenues Debt Service and Coverage and Cash Flow (pro forma portion of table not required).

The information provided under Section 4(b) may be included in the financial statements of the City or by specific reference to documents, including official statements of debt issues of the City or related public entities, which are available to the public on the Repository's Internet Website or filed with the Securities and Exchange Commission.

The City reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City; provided that the City agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING SIGNIFICANT EVENTS. The City shall provide to the Repository, in an electronic format as prescribed by the Repository, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following Listed Events, with respect to the Series 2018_ Bonds:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2018_ Bonds, or other material events affecting the tax status of the Series 2018_ Bonds;

7. modifications to rights of the holders of the Series 2018_ Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Series 2018_ Bonds, if material;

11. rating changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business; the entry into a definitive agreement to undertake such an action; or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. appointment of a successor or additional trustee or the change of name of a trustee, if material; and

15. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;

(b) the period covered by any annual financial information, financial statement or other financial information or operational data;

(c) the issues or specific securities to which such documents are related (including CUSIPs, City name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any Obligated Person other than the City;

(e) the name and date of the document being submitted; and

(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2018_ Bonds, so long as there is no remaining liability of the City, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Series 2018_ Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be DAC.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2018_ Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Series 2018_ Bonds in the same manner as provided in the Bond Resolution for amendments to the Bond Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Series 2018_ Bonds.

Notwithstanding the foregoing, the City shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the

provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the City set forth herein constitute a contract with the holders of the Series 2018_ Bonds. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Series 2018_ Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2018_ Bonds.

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Series 2018_ Bonds, and shall create no rights in any other person or entity.

Dated as of _____ 1, 2018

CITY OF COCOA, FLORIDA

By: _____
Mayor

Attested and Countersigned:

By: _____
City Clerk

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

City: City of Cocoa, Florida

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Series 2018_ Bonds as required by the Continuing Disclosure Certificate. [The City has notified the Dissemination Agent that it anticipates that the Annual Report will be filed by_____].

Dated:_____

[Dissemination Agent]

_____

cc:

EXHIBIT B

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

City's and/or Other Obligated Person's Name:

_____

City's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the Series 2018_ Bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material, and tender offers;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11._____"Rating changes;"
12._____"Bankruptcy or similar event of the obligated person;"
13._____"Merger, consolidation, or acquisition of the obligated person, if material;" and
14._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the City or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Date:

Legislation Details (With Text)

File #:	18-275	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	6/26/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve Resolution 2018-061 authorizing issuance of Water and Sewer System Refunding Revenue Bonds, Series 2018_ (the “Series 2018 Refunding Bonds”) not to exceed $22,000,000 to refund the Water and Sewer System Revenue Bonds Series 2009A and the Water and Sewer System Refunding Revenue Bonds Series 2009B. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Authorizing 2018 Bonds - Refunding (01387836).pdf RJA Loan Proposal 8-9-18				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2018
Agenda Date: August 14, 2018
Prepared By: Anne Quesada, Accounting Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
Approve Resolution 2018-___ authorizing issuance of Water and Sewer System Refunding Revenue Bonds, Series 2018_ (the “Series 2018 Refunding Bonds”) not to exceed $22,000,000 to refund the Water and Sewer System Revenue Bonds Series 2009A and the Water and Sewer System Refunding Revenue Bonds Series 2009B.

BACKGROUND:

In 2009, the City Council authorized the approval to construct and install certain improvements to the water system including a water field operations center and warehouse, and refunding a portion of the City’s Series 1999 Bonds and Series 2003 Bonds.

City staff is seeking to advance refund the Refunded Bonds maturing on and after October 1, 2019 on October 1, 2019. Toward that end, the City of Cocoa would issue Series 2018 Taxable Refunding Bond to finance the defeasance of the Refunded Bonds, fund a deposit to the Reserve Fund, and pay costs of issuing the Series Taxable Refunding Bond.

Advanced refunding is a practice whereby outstanding bonds are refinanced by the proceeds of a new bond issue. Typically, an advanced refunding is done to take advantage of interest rates that are lower than those associated with the original bond issue. The City maintains a Debt Management

Policy, as adopted by City Council in the Financial Operations Manual, which provides for refunding of outstanding debt, Section 21.2 (F), "when it is advantageous, legally permissible, prudent, and a net value savings of at least three percent (3%) is provided."

The City has received an offer from Raymond James Capital Funding, Inc. to purchase the Series 2018 Taxable Refunding Bond upon issuance and a commitment to exchange such obligations for the Series 2018 Tax-Exempt Refunding Bond when they are issued July 15, 2019. Essentially, the City is advance refunding its 2009A and 2009B Series Bonds, $8,795,000 and $13,820,000 respectively, to achieve debt service savings by refunding the Refunded Bonds.

The Series 2018 Taxable Refunding Bond will be at a taxable interest rate of 3.10% until July 15, 2019, at which time, subject to a determination of taxability, the tax-exempt interest rate will be 3.63%. If the tax-exempt preference is eliminated by the U.S. Congress, between the Closing Date (on or before August 22, 2018) of the Series 2018 Refunding Bonds and the Exchange Date (July 15, 2019) the bonds will be at a taxable interest rate of 4.81%. It should be noted that once the bonds are exchanged in July 2019 $2.6 million in the Debt Service Reserve Fund will be released and available to fund capital improvement projects to the water/sewer system. The Maturity Date will be October 13, 2031.

A financing analysis of this advanced refunding was performed and reviewed with the City's Financial Advisor, Dunlap and Associates, and assuming a worst-case scenario of the tax-exempt preference being eliminated prior to the Exchange Date in July 2019, the taxable interest rate would be 4.81%, versus the tax-exempt interest rate of 3.63%. The City would still realize a net present value savings of approximately 4.66% at just over $1 million over the term of the bond. Additionally, the City Manager consulted with the City's federal lobbyist on potential tax reform, specifically the elimination of tax-exempt preference. In the latest tax reform package that was passed, the elimination was considered by Congress but there was significant opposition by state and local governments, the National League of Cities and United States Conference of Mayors. While there is no certainty of the direction of the new Congress, the current emphasis to reinvest and address the nation's infrastructure backlog suggests it is remote that legislation would pass eliminating the tax-exempt preference.

Based on foregoing, even under a worst-case scenario, City staff is recommending City Council authorize this transaction as it still exceeds our debt management policy of achieving a net present value savings of at least 3%. If the tax-exempt preference is not eliminated the net present value savings would increase to approximately 6.32% or $1.36 million over the term of the bond. On average, the gross savings with the advanced refunding is approximately $3.2 million.

Additionally, given the fluidity of the upcoming refunding transaction and the numerous documents involved in the transaction, Staff is requesting as part of this Agenda Item that the City Manager and Mayor, in consultation with the City's bond team, be given the authority to make technical modifications to the refunding documents to the extent necessary prior to the pre-closing on the upcoming transaction, and that the Mayor be authorized to execute the final version of the Resolution including incorporating any necessary technical amendments.

STRATEGIC PLAN CONNECTION:

Refunding the Series 2009A and 2009B Bonds reduces debt service which provides for additional

funds for operating expenses of the utility system. Additionally, in July 2019 when the Exchange Date occurs $2.6 million will be released from the Debt Service Reserve Fund and available to fund capital improvement projects to the system.

BUDGETARY IMPACT:

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

After this transaction is finalized and actual amounts and accounts are determined, a Budget Adjustment will be presented to Council for approval.

Costs of Issuance are estimated to be $220,500 which will be funded by proceeds of the Series 2018 Refunding Bonds. A Commitment Fee equal to 0.25% of the par amount of the Series 2018 Refunding Bonds will also be due and payable from assets of the Water/Sewer Fund. Total debt service for the System will decrease between approximately just over $1 million and $1.36 million.

PREVIOUS ACTION:

On March 27, 2018 Council approved Resolution No. 2018-017 establishing the City's intent to reimburse certain capital expenditures incurred in connection with refurbishing its Water and Sewer System with proceeds of future tax-exempt financing(s).

On April 24, 2018 Council approved the selection of two bond underwriting firms for the negotiated sale of the City of Cocoa, Florida Water and Sewer System Refunding and Revenue Bonds, Series 2018A.

RECOMMENDED MOTION:

Approve Resolution 2018-___ authorizing issuance of Water and Sewer System Refunding Revenue Bonds, Series 2018A (the "Series 2018 Refunding Bonds") not to exceed $22,000,000 to refund the Water and Sewer System Revenue Bonds Series 2009A and the Water and Sewer System Refunding Revenue Bonds Series 2009B.

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RESOLUTION NO. 2018-061

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 93-27, AS AMENDED, OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING AND APPROVING THE NEGOTIATED SALE OF NOT TO EXCEED $22,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS WATER AND SEWER SYSTEM REFUNDING REVENUE BOND, IN ONE OR MORE SERIES, FOR THE PURPOSE OF REFUNDING A PORTION OF THE CITY'S WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2009A AND ALL OF ITS WATER AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2009B; PLEDGING PLEDGED REVENUES TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS IN THE MANNER AND TO THE EXTENT PROVIDED IN RESOLUTION NO. 93-27; PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BONDS, INCLUDING THE NEGOTIATED SALE OF SAID BONDS; DELEGATING CERTAIN AUTHORITY TO THE MAYOR FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT WITH RESPECT THERETO; AUTHORIZING THE APPOINTMENT OF A VERIFICATION AGENT IN CONNECTION WITH THE DEFEASANCE OF THE REFUNDED BONDS; AUTHORIZING THE SELECTION OF THE ESCROW AGENT; APPOINTING THE PAYING AGENT AND REGISTRAR WITH RESPECT TO SAID BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the City Council (the "City Council") of the City of Cocoa, Florida (the "City"), duly adopted Resolution No. 93-27, on August 18, 1993 (the "1993 Resolution"), which authorized the issuance of obligations of the City entitled City of Cocoa, Florida Water and Sewer System Revenue Bonds; and

WHEREAS, the 1993 Resolution has been amended pursuant to Resolution Nos. 97-23, 98-2, 2007-44, 2009-104, 2009-105, and supplemented by Resolution No. 2018-[__], adopted on August 14, 2018 (the "2018 Amending Resolution"); and

WHEREAS, collectively, the 1993 Resolution, as amended and supplemented, and in particular as supplemented by the 2018 Amending Resolution is herein referred to as the "Master Resolution;" and

WHEREAS, the City has previously issued its Water and Sewer System Refunding Revenue Bonds, Series 1999 (the "Series 1999 Bonds"); Water and Sewer System Refunding Revenue Bonds, Series 2003 (the "Series 2003 Bonds"); Water and Sewer System Revenue Bonds, Series 2009A (the "Series 2009A Bonds"); Water and Sewer System Refunding Revenue Bonds, Series 2009B (the "Series 2009B Bonds" and together with the portion of the Series 2009A Bonds

being refunded, the "Refunded Bonds"); and Water and Sewer System Revenue Bonds, Series 2010 (the "Series 2010 Bonds," together with the Series 1999 Bonds, the Series 2009A Bonds that will remain Outstanding following delivery of the Series 2018 Refunding Bonds, as hereinafter defined, and the Series 2003 Bonds the "Prior Bonds"); and

WHEREAS, the Series 2009A Bonds are currently outstanding in the aggregate principal amount of $8,795,000, the proceeds of which were used to acquire, construct and install certain improvements to the water system of the City, and the Series 2009B Bonds are currently outstanding in the aggregate principal amount of $13,820,000, the proceeds of which were used to refund a portion of the City's Series 1999 Bonds and Series 2003 Bonds; and

WHEREAS, the City now desires to advance refund the Refunded Bonds maturing on and after October 1, 2019 on October 1, 2019 (the "Redemption Date"); and

WHEREAS, the Master Resolution provides for the issuance of Additional Bonds to refinance outstanding Bonds upon meeting the requirements set forth therein; and

WHEREAS, due to recent changes in the Federal tax laws prohibiting the advance refunding of tax-exempt obligations, the most efficient and cost effective method of defeasing in full the Refunded Bonds is to currently issue a Series of Bonds bearing interest at a taxable rate and on or before the Redemption Date, to issue a Series of Bonds bearing interest at a tax-exempt rate in exchange for the taxable Series of Bonds; and

WHEREAS, to effectuate this plan of finance, the City now desires to issue its City of Cocoa, Florida Water and Sewer System Refunding Revenue Bond, in one or more series (the "Series 2018 Taxable Refunding Bond") to (i) finance the defeasance of the Refunded Bonds, (ii) fund a deposit to the Reserve Fund and (iii) pay the costs of issuing the Series 2018 Taxable Refunding Bond; and

WHEREAS, the City is hereby authorized to issue, within 90 days of the Redemption Date, its Water and Sewer System Refunding Revenue Bond (the "Series 2018 Tax-Exempt Refunding Bond") in exchange for the Series 2018 Taxable Refunding Bond and to retire the Refunded Bonds on the Redemption Date; and

WHEREAS, the City has or will have complied with the terms, limitations and conditions contained in the Master Resolution and is or will be, therefore, legally entitled to issue the Series 2018 Taxable Refunding Bond and the Series 2018 Tax-Exempt Refunding Bond herein authorized as Additional Bonds under the Master Resolution; and

WHEREAS, the covenants, pledges and conditions contained in the Master Resolution shall be applicable to the Series 2018 Taxable Refunding Bond and the Series 2018 Tax-Exempt Refunding Bond herein authorized on a parity with the Prior Bonds; and

WHEREAS, the estimated Pledged Revenues will be sufficient to pay the principal of, premium, if any, and interest on the Series 2018 Taxable Refunding Bond, the Series 2018 Tax-

Exempt Refunding Bond and the Prior Bonds, as the same shall become due, and all other payments provided for in the Master Resolution and this Resolution; and

WHEREAS, The City has received an offer from Raymond James Capital Funding, Inc. (the "Lender") to purchase the Series 2018 Taxable Refunding Bond upon issuance and a commitment to exchange such obligations for the Series 2018 Tax-Exempt Refunding Bond when they are issued July 15, 2019; and

WHEREAS, due to the complexity of the plan of finance it is in the best interest of the City to sell the Series 2018 Taxable Refunding Bond through a delegated negotiated sale to the Lender, allowing the City to hereafter exchange the Series 2018 Tax-Exempt Refunding Bond with the Lender to achieve debt service savings by refunding the Refunded Bonds; and

WHEREAS, the City will award the negotiated sale of the Series 2018 Taxable Refunding Bond in a direct private placement with the Lender based on satisfaction of the terms and conditions contained in the Master Resolution and herein, and prior to the issuance of the Series 2018 Taxable Refunding Bond, the City shall receive from the Lender a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which is attached hereto as Exhibit D and a Lender's Certificate, the form of which is attached hereto as Exhibit E.

WHEREAS, the City now desires to authorize the Mayor to award the negotiated sale of the Series 2018 Taxable Refunding Bond to the Lender based on satisfaction of the terms and conditions contained herein and in the Master Resolution; and

WHEREAS, the City desires to refund the Refunded Bonds subject to the terms and conditions contained in the Master Resolution and herein, and to authorize the preparation, execution and delivery of an Escrow Deposit Agreement with respect to the Refunded Bonds; and

WHEREAS, sufficient proceeds from the sale of the Series 2018 Taxable Refunding Bond will be deposited in an escrow fund established under an escrow deposit agreement by and between the City and the escrow agent (the "Escrow Agent") named therein (the "Escrow Deposit Agreement"), and used to defease the Refunded Bonds in full, and redeem the Refunded Bonds on the Redemption Date, all as provided in the Escrow Deposit Agreement; and

WHEREAS, the Series 2018 Taxable Refunding Bond and the Series 2018 Tax-Exempt Refunding Bond (collectively, the "Series 2018 Refunding Bonds") shall not constitute a general obligation or a pledge of the full faith, credit or taxing power of the City, the State of Florida, or any political subdivision or agency thereof, within the meaning of any constitutional or statutory provisions. Neither the State of Florida, nor any political subdivision or agency thereof, nor the City shall be obligated (i) to exercise its ad valorem taxing power in any form on any real or personal property of or in the City to pay the principal of, premium, if any, and the interest on the Series 2018 Refunding Bond, or other costs incidental thereto, or (ii) to pay the same from any

other funds of the City except from the Pledged Revenues, in the manner and to the extent provided herein and in the Master Resolution; and

WHEREAS, the principal of, premium, if any, and interest on the Series 2018 Refunding Bonds and all required sinking fund, reserve and other payments shall be limited obligations of the City, payable solely from the Pledged Revenues as provided in the Master Resolution and herein; and

WHEREAS, the City now desires to appoint Bank of New York Mellon Trust Company, N.A., as Escrow Agent, Registrar and Paying Agent;

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is enacted pursuant to the provisions of the Master Resolution, the Act and other applicable provisions of law and constitutes a Subsequent Resolution within the meaning of the Master Resolution.

SECTION 2. DEFINITIONS. Capitalized terms not expressly defined herein shall have the meanings ascribed thereto in the Master Resolution. In addition to the terms defined in the WHEREAS clauses to this Resolution and unless the context clearly indicates some other meaning, all words and terms used in this Resolution shall have the following meanings:

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Default Rate" shall mean the rate calculated at the greater of (a) the published Federal Reserve Bank's Prime Rate +3%, (b) the Federal Funds Rate +5%, or (c) 7% per annum.

"Determination of Taxability" shall mean interest on the Series 2018 Tax-Exempt Refunding Bond is determined or declared by the Internal Revenue Service or a court of competent jurisdiction to be includable in the gross income of the Registered Holder for federal income tax purposes under the Code as a result of an action or inaction by the City.

"Escrow Agent" shall mean Bank of New York Mellon Trust Company, N.A.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement by and between the City and the Escrow Agent, the form of which is attached hereto as Exhibit A.

"Escrow Fund" shall mean the fund by that name created pursuant to the Escrow Deposit Agreement.

"Exchange Date" shall mean July 15, 2019.

"Refunded Bonds" shall mean all of the Series 2009A Bonds maturing on or after October 1, 2019 and all of the Series 2009B Bonds.

"Resolution" shall mean this Resolution which constitutes a Subsequent Resolution under the Master Resolution.

"Taxable Rate" shall mean 3.10% with respect to the Series 2018 Taxable Refunding Bond and shall mean 4.81% with respect to the Series 2018 Tax-Exempt Refunding Bond following a Determination of Taxability.

"Tax-Exempt Rate" shall mean 3.63%

SECTION 3. FINDINGS. The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BONDS; AUTHORIZATION OF DEAFEASANCE OF REFUNDED BONDS. Subject and pursuant to the provisions of the Master Resolution, the City hereby determines to issue: (a) a Series of Bonds to be known as "City of Cocoa, Florida Water and Sewer System Taxable Refunding Revenue Bond, Series 2018A-1," for the principal purpose of providing funds, together with other available revenues, which shall be sufficient to (i) finance the refunding of the Refunded Bonds, (ii) fund a deposit to the Reserve Fund and (iii) pay the costs of issuing the Series 2018 Taxable Refunding Bond and (b) a Series of Bonds to be known as "City of Cocoa, Florida Water and Sewer System Tax-Exempt Refunding Revenue Bond, 2018A-2," to be exchanged on the Exchange Date for the Outstanding principal amount of the Series 2018 Taxable Refunding Bond. The series designation for the Series 2018 Refunding Bonds may be changed to reflect the sequence in which the Series 2018 Refunding Bonds is issued in relation to other Bonds to be issued by the City contemporaneously with the Series 2018 Taxable Refunding Bond. The defeasance and refunding of the Refunded Bonds is hereby authorized.

The Series 2018 Taxable Refunding Bond shall be dated the date of delivery, shall be issued in the form of one fully registered Bond in the denomination of $5,000 or any integral multiple thereof; provided, however, initially the Series 2018 Taxable Refunding Bond shall be issued as a single certificated Bond registered in the name of the Lender. The Series 2018 Taxable Refunding Bond shall bear interest from their dated date, payable semi-annually, on October 1 and April 1 of each year (the "Interest Dates"), at the Taxable Rate, subject to adjustment as provided herein, and mature on the Exchange Date. The Series 2018 Taxable Refunding Bond shall not be subject to redemption at the option of the City prior to the Exchange Date. The Series 2018 Taxable Refunding Bond shall be considered Additional Bonds issued in accordance with the terms of the Master Resolution and hereof.

The Series 2018 Tax-Exempt Refunding Bond shall be dated the Exchange Date, shall be issued in the form of fully registered Bonds in the denomination of $5,000 or any integral multiple thereof; provided, however, initially the Series 2018 Tax-Exempt Refunding Bond shall be issued as a single certificated Bond registered in the name of the Lender. The Series 2018 Tax-Exempt Refunding Bond shall bear interest from their dated date, payable semi-annually, on Interest Dates at the Tax-Exempt Rate, subject to adjustment as provided herein and mature on October

1, 2031. The Series 2018 Tax-Exempt Refunding Bond is subject to optional and mandatory redemption as set forth in form of Bond attached hereto as **Exhibit C**. When issued on the Exchange Date, the Series 2018 Tax-Exempt Refunding Bond shall be considered Additional Bonds issued in accordance with the terms of the Master Resolution and hereof.

Upon the occurrence of a Determination of Taxability, the interest rate on the Series 2018 Tax-Exempt Refunding Bond shall be adjusted to a taxable rate equal to the Taxable Rate (the "Adjusted Interest Rate") as of and from the date that interest on the Series 2018 Tax-Exempt Refunding Bond is includable in the gross income of the Registered Holder pursuant to such Determination of Taxability (the "Accrual Date"); and (i) the City shall on the next interest payment date thereon (or if the Series 2018 Tax-Exempt Refunding Bond shall have matured, within thirty days after demand by the Lender) pay to the Lender an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on the Series 2018 Tax-Exempt Refunding Bond at the Adjusted Interest Rate from the Accrual Date to such next interest payment date (or maturity date), and (B) the actual interest paid by the City on the Series 2018 Tax-Exempt Refunding Bond from the Accrual Date to such next interest payment date (or maturity date), and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon the Lender and/or former Registered Holder arising as a result of such Determination of Taxability; and (ii) from and after the date of the Determination of Taxability, the Series 2018 Tax-Exempt Refunding Bond shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to the Series 2018 Tax-Exempt Refunding Bond. This adjustment shall survive payment of the Series 2018 Tax-Exempt Refunding Bond until such time as the federal statute of limitations under which the interest on the Series 2018 Tax-Exempt Refunding Bond could be declared taxable under the Code shall have expired.

Following an Event of Default, the interest rate on the Series 2018 Refunding Bonds shall bear interest at the Default Rate. Upon curing the Event of Default, the interest rate will revert to the original Taxable Rate or the Tax-Exempt Rate, as applicable.

The principal of or premium, if any, on the Series 2018 Refunding Bonds shall be payable at the designated corporate trust office of Bank of New York Mellon Trust Company, N.A., in Jacksonville, Florida, the Registrar and Paying Agent for the Series 2018 Refunding Bond, or its successor, upon presentation of the Series 2018 Refunding Bond. Payment of interest on the Series 2018 Taxable Refunding Bond shall be made to the owner thereof and shall be paid by bank wire transfer to a domestic bank account designated in such request for the account of such registered owner. All payments shall be made in accordance with and pursuant to the terms of the Master Resolution and the Series 2018 Refunding Bonds and shall be payable in any coin and currency of the United States of America which, at the time of payment, is legal tender for the payment of public or private debts. The holder of the Series 2018 Tax-Exempt Refunding Bond shall not be required to tender such Bonds with respect to the payment of an Amortization Installment.

SECTION 5. AUTHORIZATION FOR NEGOTIATED SALE OF SERIES 2018 TAXABLE REFUNDING BOND. Each of the Series 2018 Refunding Bonds shall be issued and

sold through a negotiated sale in a direct private placement with the Lender at price of the par amount of the respective Series of Bonds being issued, the requirements of the Master Resolution and this Resolution and other applicable provisions of law.

On the Exchange Date the City shall issue the Series 2018 Tax-Exempt Refunding Bond and deliver the Series 2018 Tax-Exempt Refunding Bond to Lender in exchange for Lender tendering the Series 2018 Taxable Refunding Bond. Lender shall tender the Series 2018 Taxable Refunding Bond and accept in exchange the Series 2018 Tax-Exempt Refunding Bond upon satisfaction of the following conditions:

(a) delivery of an opinion of Bryant Miller Olive P.A. to the effect that the interest on the Series 2018 Tax-Exempt Refunding Bond is excludable from gross income for federal income tax purposes; and

(b) delivery of a certificate of the City certifying that no Event of Default has occurred and is continuing under the Master Resolution.

In the event the City is unable to issue the Series 2018 Tax-Exempt Refunding Bond or satisfy the conditions precedent described above the interest rate on the Series 2018 Taxable Refunding Bond shall be adjusted as provided herein. The Series 2018 Taxable Bond shall be subject to redemption as provided in the Form of Bond.

SECTION 6. FORM OF BONDS. The Mayor and the City Clerk are hereby authorized to execute, by manual or facsimile signature, the Series 2018 Taxable Refunding Bond and the Series 2018 Tax-Exempt Refunding Bond in substantially the form of Exhibit B and Exhibit C attached hereto, respectively, with such additions or deletions as the persons executing the Series 2018 Taxable Refunding Bond and the Series 2018 Tax-Exempt Refunding Bond may approve, their execution (whether by manual or facsimile signatures) to constitute conclusive evidence of such approval. The Registrar is hereby directed to authenticate by its manual signature the Series 2018 Taxable Refunding Bond on the date of issuance thereof and the Series 2018 Tax-Exempt Refunding Bond on the Exchange Date.

SECTION 7. APPLICATION OF BOND PROCEEDS.

(a) The proceeds derived from the sale of the Series 2018 Taxable Refunding Bond shall be applied as follows:

(a) a sufficient amount of Series 2018 Taxable Refunding Bond proceeds shall be deposited in the Reserve Fund to cause the amount on deposit in the Reserve Fund to equal the Reserve Fund Requirement for the Series 2018 Taxable Refunding Bond and the Prior Bonds;

(b) a sufficient amount of the Series 2018 Taxable Refunding Bond proceeds shall be used to pay the costs and expenses associated with the issuance of the Series 2018 Taxable Refunding Bond;

(c) the remaining Series 2018 Taxable Refunding Bond proceeds shall be deposited into the Series 2018 Escrow Account of the Escrow Fund and shall be used only for purposes of refunding the Refunded Bonds.

(b) On the Exchange Date the Series 2018 Tax-Exempt Refunding Bond shall be issued and exchanged for the Series 2018 Taxable Refunding Bond. On the Exchange Date the City shall pay the Lender all accrued and unpaid interest on the Series 2018 Taxable Refunding Bond and pay any costs of issuing the Series 2018 Tax-Exempt Refunding Bond from legally available Pledged Revenues.

SECTION 8. AUTHORIZATION OF ESCROW DEPOSIT AGREEMENT. The Escrow Deposit Agreement to be dated the date of sale of the Series 2018 Taxable Refunding Bond, in substantially the form attached hereto as Exhibit A together with such additions, deletions and modifications as may be authorized by the Mayor or his designee is hereby authorized. The Mayor or his designee is hereby authorized to execute the Escrow Deposit Agreement and deliver the agreement to the Escrow Agent. The Bank of New York Mellon Trust Company, N.A. is hereby designated the Escrow Agent.

SECTION 9. AUTHORIZATION OF THE APPOINTMENT OF A VERIFICATION AGENT. The Mayor and the City Clerk are hereby authorized to appoint a Verification Agent. The Mayor or Deputy Mayor and the City Clerk or any designated Deputy Clerk are hereby authorized to enter into any agreement which may be necessary to effect the transactions contemplated by this Section 10 and by the Master Resolution.

SECTION 10. APPOINTMENT OF PAYING AGENT AND REGISTRAR. Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, is hereby designated Registrar and Paying Agent for the Series 2018 Taxable Refunding Bond. The Mayor or Deputy Mayor and the City Clerk or any designated Deputy Clerk are hereby authorized to enter into any Agreement which may be necessary to effect the transactions contemplated by this Section 9 and by the Master Resolution.

SECTION 11. COVENANTS OF THE CITY. The Series 2018 Refunding Bond, herein authorized, shall for all intents and purposes be considered Additional Bonds issued under the authority of the Master Resolution and shall be entitled to all the protection and security provided therein for the Prior Bonds, and shall be in all respects entitled to the same security, rights and privileges enjoyed by the Prior Bonds. The covenants and pledges contained in the Master Resolution and this Resolution shall be applicable to the Series 2018 Refunding Bonds and to the Prior Bonds that remain outstanding after the refunding of the Refunded Bonds. The Holders of the Series 2018 Refunding Bonds will be deemed to have consented to the amendments to the 1993 Resolution as authorized in the 2018 Amending Resolution.

The City shall provide Lender annual audited financial statements of the City within 210 days following the close of its Fiscal Year. The City shall provide Lender a copy of its annual

budget within 30 days following adoption by the City Council. The City shall also provide Lender such other information as the Lender may request in writing, from time to time.

SECTION 12. RESERVE FUND REQUIREMENT. Upon the date on which the amendments provided for in the 2018 Amending Resolution become effective as provided in the Master Resolution, the Series 2018 Refunding Bonds shall no longer be secure by amounts on deposit in the Reserve Fund and the Reserve Fund Requirement with respect to the Series 2018 Refunding Bonds shall be zero. Upon the effective date of such amendments the City shall recalculate the Reserve Fund Requirement for the Prior Bonds and any amounts in excess of the Reserve Fund Requirement may be transferred to the City's construction fund and applied to pay capital expenditures of the Water and Sewer System.

SECTION 13. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE CITY AND THE LENDER, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE MASTER RESOLUTION, THE SERIES 2018 REFUNDING BONDS OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS RESOLUTION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO.

SECTION 14. GENERAL AUTHORITY. The members of the City Council, the Mayor or Deputy Mayor, the Finance Director, the City Clerk and any designated Deputy Clerk and the officers, attorneys and other agents of the City are hereby authorized to do all acts and things required of them by this Resolution, the Master Resolution, the Escrow Deposit Agreement, for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Series 2018 Refunding Bonds, the Master Resolution, and each member of the City Council, attorney and officer of the City, the Mayor or Deputy Mayor, the Finance Director and the City Clerk and any designated Deputy Clerk is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 15. SEVERABLILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy or express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2018 Refunding Bonds.

SECTION 16. MASTER RESOLUTION TO CONTINUE IN FORCE. The Master Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

[Remainder of page intentionally left blank]

SECTION 17. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of August, 2018.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

EXHIBIT A

FORM OF ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated August 1, 2018, by and between the **CITY OF COCOA, FLORIDA** (the "Issuer"), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association, as Escrow Agent and its successors and assigns (the "Escrow Agent");

W I T N E S S E T H:

WHEREAS, pursuant to Resolution No. 93-27 adopted by the City Council of the Issuer (the "City Council") on August 18, 1993, as amended and supplemented (the "Resolution"), as particularly supplemented by Resolution No. 2018-__ adopted by the City Council on August 14, 2018 (together, the "Refunded Bonds Resolution"), the Issuer has previously authorized and issued obligations, hereinafter defined as "Refunded Bonds," as to which the Total Debt Service (as hereinafter defined) is set forth on Schedule A; and

WHEREAS, the Issuer has determined to provide for payment of the Total Debt Service of the Refunded Bonds by depositing with the Escrow Agent an amount which together with investment earnings thereon is at least equal to the Total Debt Service of the Refunded Bonds as set forth in Schedule A hereto; and

WHEREAS, in order to obtain the funds needed for such purpose, the Issuer has authorized and is, concurrently with the delivery of this Agreement, issuing its City of Cocoa, Florida Taxable Water and Sewer System Refunding Revenue Bond, Series 2018A-1; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

(a) "Agreement" means this Escrow Deposit Agreement.

(b) "Authorized Officer" shall mean the City Manager or the Finance Director of the Issuer, or their designees, or with respect to the Escrow Agent, shall mean any officer authorized by the bylaws or other official action of the Escrow Agent to perform the applicable function or services.

(c) "Bonds" means the City of Cocoa Beach, Florida Taxable Water and Sewer System Refunding Revenue Bond, Series 2018A-1, issued under the Refunded Bonds Resolution.

(d) "EMMA" means the Electronic Municipal Marketplace Access system of the Municipal Securities Rulemaking Board.

(e) "Escrow Agent" means The Bank of New York Mellon Trust Company, N.A. having a designated corporate trust office in Jacksonville, Florida, and its successors and assigns.

(f) "Escrow Fund" means the account hereby created and entitled Escrow Fund established and held by the Escrow Agent pursuant to this Agreement, in which cash and investments will be held for payment of the principal of and accrued interest on the Refunded Bonds as they become due and payable.

(g) "Escrow Requirement" means, as of any date of calculation, the sum of an amount in cash and principal amount of Government Obligations in the Escrow Fund which together with the interest to become due on the Government Obligations will be sufficient to pay the Total Debt Service on the Refunded Bonds in accordance with Schedule A.

(h) "Government Obligations" has the meaning given to such term in the Resolution.

(i) "Issuer" means the City of Cocoa, Florida.

(j) "Paying Agent" means The Bank of New York Mellon Trust Company, N.A. having a designated corporate trust office in Jacksonville, Florida, and its successors and assigns.

(k) "Refunded Bonds" means the Series 2009A Bonds and the Series 2009B Bonds.

(l) "Series 2009A Bonds" means the portion of the Issuer's outstanding Water and Sewer System Revenue Bonds, Series 2009A maturing on and after October 1, 2019.

(m) "Series 2009B Bonds" means the Issuer's outstanding Water and Sewer System Refunding Revenue Bonds, Series 2009B maturing on and after October 1, 2019.

(n) "Total Debt Service" means the sum of the principal and interest remaining unpaid with respect to the Refunded Bonds to the redemption date (October 1, 2019) and redemption premium, if any, in accordance with Schedule A attached hereto.

SECTION 2. Discharge of Lien of Holders of Refunded Bonds. Upon the deposit of the amounts into the Escrow Fund pursuant hereto and the delivery of the defeasance opinion and the verification report, the Issuer by this writing exercises its option to have the pledges, liens and obligations to the holders of the Refunded Bonds under the Refunded Bonds Resolution no longer be in effect in accordance with the terms of the Refunded Bonds Resolution.

SECTION 3. Establishment of Escrow Fund. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "City of Cocoa, Florida Water and Sewer System Revenue Bonds, Series 2009A Escrow Deposit Trust Fund" (the "Series 2009A Escrow Fund") and the "City of Cocoa, Florida Water and Sewer System Refunding Revenue Bonds, Series 2009B Escrow Deposit Trust Fund" (the "Series 2009B Escrow Fund" and together with the Series 2009A Escrow Fund, the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent for the benefit of the holders of the Refunded

Bonds, separate and apart from other funds and accounts of the Issuer and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Series 2009A Escrow Fund the sum of $_____ comprised of $_____ received from the Issuer from proceeds of the Bonds and $_____ received from the Issuer from funds transferred from funds and accounts related to the Series 2009A Bonds and acknowledges the receipt of and deposit to the credit of the Series 2009B Escrow Fund the sum of $_____ comprised of $_____ received from the Issuer from proceeds of the Bonds and $_____ received from the Issuer from funds transferred from funds and accounts related to the Series 2009B Bonds (collectively, the "Escrow Proceeds"). The Escrow Proceeds shall be invested as provided in Section 4 below.

SECTION 4. Use and Investment of Funds. The Escrow Agent agrees:

(a) to hold the funds and investments purchased pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds;

(b) to immediately invest $_____ in the Government Obligations set forth on Schedule B attached hereto and to hold such securities and cash proceeds therefrom in accordance with the terms of this Agreement. The remaining cash balance equal to $_____ shall be held uninvested by the Escrow Agent;

(c) in the event the securities described on Schedule B cannot be purchased, substitute securities may be purchased with the consent of the Issuer but only upon receipt of verification from an independent certified public accountant, that the cash and securities deposited will not be less than the Escrow Requirement and only upon receipt of an opinion of nationally recognized bond counsel that such securities constitute Government Obligations for purposes of this Agreement;

(d) there will be no investment of funds except as set forth in this Section 4 or in Section 6 hereof; and

(e) in reliance upon the Verification Report dated _____ 1, 2018 prepared by _____ (the "Verification Agent"), the Issuer represents and warrants that the initial cash deposit and the interest on and the principal amounts successively maturing on the Government Obligations in accordance with their terms (without consideration of any reinvestment of such maturing principal and interest), are sufficient such that moneys will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of and interest due and to become due on the Refunded Bonds as described in Schedule A attached hereto.

SECTION 5. Payment of Bonds and Expenses.

(a) Refunded Bonds. On the dates and in the amounts set forth on Schedule A, the Escrow Agent shall transfer to the Paying Agent for the Refunded Bonds, in immediately

available funds, solely from amounts available in the Escrow Fund, a sum sufficient to pay that portion of the Total Debt Service for the Refunded Bonds coming due on such dates, as shown on Schedule A.

(b) Surplus. After making the payments from the Escrow Fund described in Subsection 5(a) above, the Escrow Agent shall retain in the Escrow Fund any remaining cash in the Escrow Fund in excess of the Escrow Requirement until the termination of this Agreement, and shall then pay any remaining funds to the Issuer for deposit to the Interest Account for the Bonds created in the Resolution.

(c) Priority of Payments. The holders of the Refunded Bonds shall have an express first lien on the funds and Government Obligations in the Escrow Fund until such funds and Government Obligations are used and applied as provided in this Agreement.

SECTION 6. Reinvestment.

(a) Except as provided in Section 4 and in this Section, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Government Obligations held hereunder.

(b) At the written request of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of any of the Government Obligations acquired hereunder and shall substitute other Government Obligations. The Issuer will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which will cause interest on the Refunded Bonds to be included in the gross income of the holders thereof for purposes of Federal income taxation. The transactions may be effected only if (i) an independent certified public accountant selected by the Issuer shall certify or opine in writing to the Issuer and the Escrow Agent that the cash and principal amount of Government Obligations remaining on hand after the transactions are completed will be not less than the Escrow Requirement, and (ii) the Escrow Agent shall receive an opinion from a nationally recognized bond counsel acceptable to the Issuer to the effect that the transactions, in and by themselves will not cause interest on such Refunded Bonds to be included in the gross income of the holders thereof for purposes of Federal income taxation and such substitution is in compliance with this Agreement.

SECTION 7. Payments and Redemption of Refunded Bonds. The Escrow Agent shall pay to the Holders of the Refunded Bonds maturing prior to October 1, 2019 such payments as are provided for in Schedule A attached hereto. The Issuer hereby irrevocably instructs the Escrow Agent to request, on behalf of the Issuer, that the Paying Agent for the Refunded Bonds call the Refunded Bonds for redemption in accordance with the terms of this Agreement and the Refunded Bonds Resolution and to give, at the appropriate times, the notice or notices required by the Refunded Bonds Resolution in connection with the redemption of the Refunded Bonds. Such notice of redemption shall be given by the Paying Agent in accordance with the Refunded Bonds Resolution. All of the Refunded Bonds are hereby called and shall be redeemed on October

1, 2019 at a redemption price equal to the par amount of the Refunded Bonds plus accrued interest to the date of redemption.

Such notice of redemption shall be substantially in the form of Schedule C attached hereto with respect to the Series 2009A Bonds, and substantially in the form of Schedule D attached hereto with respect to the Series 2009B Bonds.

The Escrow Agent shall also cause a notice of defeasance to be posted on EMMA and sent to the holders of the Refunded Bonds within thirty (30) days of the date hereof; provided however, that the Escrow Agent shall not have any liability to any party in connection with any failure to timely post any such notice on EMMA and the sole remedy available for such failure shall be an action by the holders of the Refunded Bonds in mandamus for specific performance or similar remedy to compel performance. Such notice shall be in substantially the form of Schedule E attached hereto with respect to the Series 2009A Bonds, and substantially in the form of Schedule F attached hereto with respect to the Series 2009B Bonds.

SECTION 8. Indemnification. To the extent that it may legally do so, the Issuer hereby agrees to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, action, suits, or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement, unless caused by its negligence or willful misconduct; and in connection therewith to indemnify the Escrow Agent against any and all expenses, including attorneys' fees, costs and expenses and the costs of defending an action, suit, or proceeding, or resisting any claim. The Issuer's obligations hereunder shall survive any termination of this Agreement or the sooner resignation or removal of the Escrow Agent and shall inure to the benefit of the Escrow Agent's successors and assigns.

SECTION 9. Escrow Fund Irrevocable. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on all Government Obligations deposited in the Escrow Fund pursuant to the terms hereof and the interest earnings thereon until paid out, used and applied in accordance with this Agreement or the Refunded Bonds Resolution. Neither the Issuer nor the Escrow Agent shall cause nor permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

SECTION 10. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the funds deposited therein, the purchase of the Government Obligations, the retention of the Government Obligations or the proceeds thereof or for any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors

hereunder. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits). The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent may consult with counsel, at the Issuer's expense, who may or may not be counsel to the Issuer, and in conclusive reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an Authorized Officer of the Issuer. Any payment obligation of the Escrow Agent hereunder shall be paid from and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. The Escrow Agent may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

The Escrow Agent shall have the right to accept and act upon directions or instructions given by an Authorized Officer pursuant to this Agreement or any other document reasonably relating to the Refunded Bonds and delivered using Electronic Means (defined below). If the Issuer elects to give the Escrow Agent directions or instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such directions or instructions, the Escrow Agent's understanding of such directions or instructions shall be deemed controlling. The Issuer understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such directions or instructions and that the Escrow Agent shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Issuer shall be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Escrow Agent and that all Authorized Officers treat applicable

user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. The Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Escrow Agent and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communication methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

SECTION 11. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer not less than sixty (60) days before such resignation shall take effect. Such resignation shall not take effect until the appointment of a new Escrow Agent hereunder.

SECTION 12. Removal of Escrow Agent.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percent (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer, and notice in writing given by such holders to the original purchaser or purchasers of the Bonds. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than five percent (5%) in aggregate principal amount of the Bonds then outstanding, or the holders of not less than five percent (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 13. Successor Escrow Agent.

(a) If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall appoint an Escrow Agent to fill such vacancy. The Issuer shall mail a notice of any such appointment made by it to the holders of the Refunded Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Bonds then outstanding or a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the bondholders. In the case of conflicting appointments made by the bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section within sixty (60) days of the delivery of a notice of resignation or removal, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

SECTION 14. Payment to Escrow Agent. The Escrow Agent hereby acknowledges that it has agreed to accept compensation under the Agreement in the sum of $[_____], payable at delivery, for services to be performed by the Escrow Agent pursuant to this Agreement, plus out-of-pocket expenses (including attorneys' fees, costs and expenses) to be reimbursed at cost from legally available funds of the Issuer. The Escrow Agent agrees that it shall have no interest in or right to payment of such compensation or out-of-pocket expenses from the Escrow Fund.

SECTION 15. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds, except as provided in Section 8 hereof.

SECTION 16. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreements herein contained shall be null and void and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 17. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds and the Bonds and it shall not be repealed, revoked, altered or amended in whole or in part without the prior written consent of all affected holders, the Escrow Agent, and the Issuer; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent, for the benefit of the holders of the Bonds and the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to request at the Issuer's expense and rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 18. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 19. Governing Law. This Agreement shall be construed under the laws of the State of Florida without regard to conflict of law principles.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and their seals to be hereunder affixed and attested as of the date first above written.

[SEAL]

CITY OF COCOA, FLORIDA

By: _____
Henry U. Parrish, III, Mayor

ATTEST:

By: _____
Carie Shealy, MMC, City Clerk

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. as Escrow Agent

By: _____
Name: _____
Title: _____

[Signature page to Escrow Deposit Agreement]

SCHEDULE A

SCHEDULE OF TOTAL DEBT SERVICE OF REFUNDED BONDS

SCHEDULE B

GOVERNMENT OBLIGATIONS

SCHEDULE C

NOTICE OF REDEMPTION
CITY OF COCOA, FLORIDA
WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2009A

NOTICE IS HEREBY GIVEN, pursuant to that certain Resolution No. 93-27 adopted by the City Council on August 18, 1993, as amended and supplemented from time to time, that the following outstanding Water and Sewer System Revenue Bonds, Series 2009A, originally issued on August 11, 2009, will be called for early redemption on October 1, 2019 (the "Redemption Date") at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption (the "Redemption Price").

CUSIP Number	Maturity (October 1)	Principal Amount	Interest Rate (%)
191783 ED7	2027	$630,000	4.750
191783 EE5	2028	630,000	4.750
191783 EF2	2029	630,000	5.000

$3,410,000 – 5.000% - Term Series 2009A Bond due October 1, 2034 - CUSIP Number 191783 EG0

$3,495,000 – 5.125% - Term Series 2009A Bond due October 1, 2039 - CUSIP Number 191783 EH8

The owners and holders of the designated bonds are directed to surrender same for payment of the Redemption Price to The Bank of New York Mellon Trust Company, N.A., 10161 Centurion Parkway N., Jacksonville, Florida, where such bonds and the interest accrued thereon will be paid on the Redemption Date.

CUSIP numbers have been assigned by CUSIP Service Bureau and are included solely for the convenience of the bondholders. Neither the Issuer nor The Bank of New York Mellon Trust Company, N.A., shall be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness on any bond or as indicated in any notice.

Notice is further given that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof together with interest accrued thereon to the Redemption Date, and that from and after the Redemption Date interest thereon shall cease to accrue and be payable.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

_____

As Paying Agent
Telephone No.:

Publication Date: _____

SCHEDULE D

NOTICE OF REDEMPTION
CITY OF COCOA, FLORIDA
WATER AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2009B

NOTICE IS HEREBY GIVEN, pursuant to that certain Resolution No. 93-27 adopted by the City Council on August 18, 1993, as amended and supplemented from time to time, that the following outstanding Water and Sewer System Refunding Revenue Bonds, Series 2009B, originally issued on August 11, 2009, will be called for early redemption on October 1, 2019 (the "Redemption Date") at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption (the "Redemption Price").

CUSIP Number	Maturity (October 1)	Principal Amount	Interest Rate (%)
191783 EJ4	2019	$1,495,000	3.750
191783 EK1	2020	1,545,000	4.000
191783 EL9	2021	1,610,000	4.125
191783 EM7	2022	1,675,000	4.250
191783 EN5	2023	1,755,000	4.375
191783 EP0	2024	1,830,000	4.375
191783 EQ8	2025	1,915,000	4.500
191783 ER6	2026	1,995,000	4.625

The owners and holders of the designated bonds are directed to surrender same for payment of the Redemption Price to The Bank of New York Mellon Trust Company, N.A., 10161 Centurion Parkway N., Jacksonville, Florida, where such bonds and the interest accrued thereon will be paid on the Redemption Date.

CUSIP numbers have been assigned by CUSIP Service Bureau and are included solely for the convenience of the bondholders. Neither the Issuer nor The Bank of New York Mellon Trust Company, N.A., shall be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness on any bond or as indicated in any notice.

Notice is further given that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof together with interest accrued thereon to the Redemption Date, and that from and after the Redemption Date interest thereon shall cease to accrue and be payable.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

_____
As Paying Agent
Telephone No.

Publication Date: _____

SCHEDULE E

NOTICE OF DEFEASANCE
CITY OF COCOA, FLORIDA
WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2009A

DATED: August ___, 2018

NOTICE IS HEREBY GIVEN pursuant to that certain Resolution No. 93-27 adopted by the City Council on August 18, 1993, as amended and supplemented from time to time (the "Resolution"), to the holders of the City of Cocoa, Florida Water and Sewer System Revenue Bonds, Series 2009A described below (the "Defeased Bonds") that the Defeased Bonds have been legally defeased and will no longer be secured by the Bond Resolution;

CUSIP Number	Maturity (October 1)	Principal Amount	Interest Rate (%)
191783 ED7	2027	$630,000	4.750
191783 EE5	2028	630,000	4.750
191783 EF2	2029	630,000	5.000

$3,410,000 – 5.000% - Term Series 2009A Bond due October 1, 2034 - CUSIP Number 191783 EG0

$3,495,000 – 5.125% - Term Series 2009A Bond due October 1, 2039 - CUSIP Number 191783 EH8

and that the deposit required by Section 1201 of the Resolution, of moneys and Government Obligations has been made and the Defeased Bonds are no longer outstanding under the Resolution. Said deposit was made on [_____], 2018 in irrevocable escrow with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, at the following address:

The Bank of New York Mellon Trust Company, N.A.
10161 Centurion Parkway N.
Jacksonville, Florida 32256

Dated this _____ day of _____, 2018.

SCHEDULE F

NOTICE OF DEFEASANCE
CITY OF COCOA, FLORIDA
WATER AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2009B

DATED: August ___, 2018

NOTICE IS HEREBY GIVEN pursuant to that certain Resolution No. 93-27 adopted by the City Council on August 18, 1993, as amended and supplemented from time to time (the "Resolution"), to the holders of the City of Cocoa, Florida Water and Sewer System Refunding Revenue Bonds, Series 2009B described below (the "Defeased Bonds") that the Defeased Bonds have been legally defeased and will no longer be secured by the Bond Resolution;

CUSIP Number	Maturity (October 1)	Principal Amount	Interest Rate (%)
191783 EJ4	2019	$1,495,000	3.750
191783 EK1	2020	1,545,000	4.000
191783 EL9	2021	1,610,000	4.125
191783 EM7	2022	1,675,000	4.250
191783 EN5	2023	1,755,000	4.375
191783 EP0	2024	1,830,000	4.375
191783 EQ8	2025	1,915,000	4.500
191783 ER6	2026	1,995,000	4.625

and that the deposit required by Section 1201 of the Resolution, of moneys and Government Obligations has been made and the Defeased Bonds are no longer Outstanding under the Resolution. Said deposit was made on [_____], 2018 in irrevocable escrow with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, at the following address:

The Bank of New York Mellon Trust Company, N.A.
10161 Centurion Parkway N.
Jacksonville, Florida 32256

Dated this _____ day of _____, 2018.

EXHIBIT B

FORM OF BOND

CITY OF COCOA, FLORIDA

WATER AND SEWER SYSTEM TAXABLE REFUNDING REVENUE BOND,

SERIES 2018A-1

Interest Rate: 3.10% No. R-2018A-1

Principal Amount: $_____

Maturity Date: October 1, 2031

Dated Date: August 22, 2018

The City of Cocoa, Florida, a municipality organized and existing under and by virtue of the laws of the State of Florida (the "City"), for value received, hereby promises to pay to

REGISTERED OWNER: Raymond James Capital Funding, Inc.

PRINCIPAL SUM:

on the maturity date set forth above unless this Bond shall have been previously called for redemption and payment of the redemption price shall have been duly made or provided for, and to pay interest thereon semiannually on April 1 and October 1 of each year (each, an Interest Payment Date) or if any such day is not a Business Day then on the first Business Day thereafter without payment of additional interest, commencing October 1, 2018, at the annual rate specified above, subject to adjustment as provided in the Resolution, hereafter defined, and herein, calculated on the basis of a 360-day year of twelve 30-day months until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for or, in the case of interest to be paid on October 1, 2018, from August 22, 2018. In the event this Bond is not exchanged for the City's Water and Sewer System Tax-Exempt Refunding Revenue Bond, Series 2018A-2 (the "Series 2018A-2 Bond"), the principal of this Bond is payable on the Maturity Date upon presentation and surrender hereof at the designated corporate trust office of the paying agent, The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida. The Holder is not required to present this Bond for payment of Amortization Installment payments on each October 1st. The interest rate on this Bond is subject to adjustment to 4.81%, per annum, in the event the City fails to deliver the Series 2018A-2 Bond on July 15, 2019 in exchange for this Bond. Interest on this Bond will be paid by bank wire transfer for the account of such registered owner. The principal of and interest on this Bond is payable in lawful money of the United States of America. All capitalized words and phrases used herein shall, unless defined herein, have the meaning given to them in the Resolution as defined below.

This Bond is one of a duly authorized issue of Water and Sewer System Refunding Revenue Bond, Series 2018A-1 of the City in the aggregate principal amount of $_____ issued in fully registered form, without coupons, (the "Series 2018A-1 Bond") in denominations of $5,000.00 or integral multiples thereof. The Series 2018A-1 Bond is equally and ratably secured under Resolution No. 93-27 adopted by the City Council of the City on August 18, 1993, as amended and supplemented (the "Resolution"), and as particularly supplemented by Resolution No 2018-[___] adopted by said City Council on August 14, 2018 (the "Supplemental Resolution"). The Series 2018A-1 Bond is issued for the purpose of providing funds sufficient to (i) refund the City's outstanding Water and Sewer System Revenue Bonds, Series 2009A maturing on and after October 1, 2019 and Water and Sewer System Refunding Revenue Bonds, Series 2009B, (ii) fund a cash deposit to the Reserve Fund; and (iii) pay certain costs associated with the issuance of the Series 2018A-1 Bond. The City has heretofore issued its Water and Sewer System Refunding Revenue Bonds, Series 1999; its Water and Sewer System Refunding Revenue Bonds, Series 2003; its Water and Sewer System Revenue Bonds, Series 2009A that will remain outstanding following the issuance of the Series 2018A-1 Bonds and its Water and Sewer System Revenue Bonds, Series 2010, pursuant to the Resolution (collectively, the "Parity Bonds"). The Series 2018A-1 Bond is secured on parity with the Parity Bonds as to pledge of, lien on, and source of payment from the Pledged Revenues and in all other respects.

THIS BOND DOES NOT PLEDGE THE FULL FAITH AND CREDIT OR TAXING POWER OF THE CITY, THE STATE OF FLORIDA, OR ANY AGENCY, INSTRUMENTALITY, OR POLITICAL SUBDIVISION THEREOF. THIS BOND, AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON, ARE PAYABLE ONLY FROM THE PLEDGED REVENUES, WHICH CONSIST GENERALLY OF THE NET REVENUES (GROSS REVENUES LESS EXPENSES OF OPERATION AND MAINTENANCE) DERIVED BY THE CITY FROM OPERATION OF ITS WATER AND SEWER SYSTEM, CERTAIN WATER AND SEWER SYSTEM IMPACT FEES, AND CERTAIN OTHER AMOUNTS ON DEPOSIT FROM TIME TO TIME IN CERTAIN OF THE FUNDS AND ACCOUNTS CREATED PURSUANT TO THE RESOLUTION, ALL AS MORE FULLY DESCRIBED IN THE RESOLUTION.

No recourse shall be had for the payment of principal of, interest on, or redemption premium, if any, with respect to, this Bond, or for any claim based hereon, against any member of the City Council of the City or against any officer or employee, past, present or future, of the City or of any successor body, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers and employees is released as a condition of and as consideration for the execution and delivery of this Bond.

Optional Redemption

This Bond shall not be subject to redemption at the option of the City prior to the Maturity Date, unless the City is unable to issue its Series 2018A-2 Bond on July 15, 2019 in exchange for this Bond, in which event, this Bond is subject to redemption in whole at the option of the City at

a price equal to the principal amount of the Series 2018A-1 Bond plus accrued interest to the date of redemption and a make-whole premium with five days prior notice to the Holder.

Mandatory Redemption.

The Series 2018A-1 Bond is be subject to mandatory redemption prior to maturity at 100% of the Amortization Payment of the Series 2018A-1 Bond so to be redeemed plus accrued interest to the date of redemption, without premium, on October 1, 2020, and on each October 1, thereafter, in the following installment and in the years specified:

Year	Amortization Installment	Year	Amortization Installment
2020	$1,245,000	2026	$3,640,000
2021	1,295,000	2027	1,200,000
2022	1,340,000	2028	1,180,000
2023	1,400,000	2029	1,170,000
2024	3,335,000	2030	1,230,000
2025	3,475,000	2031*	1,240,000

* Maturity

No notice shall be required to be given with respect to the payment of an Amortization Installment. This Bond is not required to be tendered or exchanged following the payment of an Amortization Payment. The Paying Agent shall maintain records of all payment made with respect to this Bond.

Additional Bonds may be issued under the Resolution for the purposes and upon the terms and subject to the conditions therein stated.

This Bond is transferable by the Holder thereof, subject to the payment of any required tax, fee or other governmental charge, upon presentation and surrender at the principal corporate trust office of the Bond Registrar, together with a duly executed instrument of transfer in form satisfactory to the Bond Registrar, and thereupon one or more new registered Bond, of authorized denominations and for the same aggregate principal amount, maturity and interest rate, will be issued to the designated transferee or transferees. This Bond is exchangeable by the Holder thereof, subject to the payment of any required tax, fee or other governmental charge, upon presentation and surrender at the principal corporate trust office of the Bond Registrar, for a like aggregate principal amount of Bond of the same maturity and interest rate and of any authorized denomination, as requested by the Holder surrendering the same. The Bond Registrar shall not be required (i) to transfer or exchange any of the Bonds during the period of fifteen (15) calendar days immediately preceding any Interest Payment Date; or (ii) to transfer or exchange any Bond that has been selected for redemption in whole or in part.

The City, the Paying Agent, and the Bond Registrar may treat the person in whose name this Bond is registered on the Bond register maintained by the Bond Registrar as the absolute owner of this Bond for all purposes and shall not be affected by any notice to the contrary.

If an Event of Default shall occur, the principal of all Bonds then Outstanding may be declared or may become due and payable and any such declaration may thereafter be waived, all upon the conditions and in the manner and with the effect provided in the Resolution.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Cocoa, Florida, has caused this Bond to be signed in its name by the facsimile signature of its Mayor and its corporate seal to be hereunto affixed and duly attested by the facsimile signature of its City Clerk.

CITY OF COCOA, FLORIDA

(SEAL)

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2018A-1 Bond of the issue described in the within-mentioned Resolution.

Dated _____,_____

The Bank of New York Mellon Trust Company, N.A., Bond Registrar

By: _____
Authorized Signatory

ASSIGNMENT AND TRANSFER FOR VALUE RECEIVED

The undersigned hereby sells, assigns and transfers unto _____

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____

Attorney to transfer said Bond on the books of the within named Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, or enlargement or any change whatsoever, and must be signature guaranteed by a bank, savings and loan association or stock brokerage firm.

EXHIBIT C

FORM OF BOND

CITY OF COCOA, FLORIDA

WATER AND SEWER SYSTEM TAX-EXEMPT REFUNDING REVENUE BOND, SERIES 2018A-2

Interest Rate: 3.63% No. R-2018A-2

Principal Amount: $_____

Maturity Date: October 1, 2031

Dated Date: July 15, 2019

The City of Cocoa, Florida, a municipality organized and existing under and by virtue of the laws of the State of Florida (the "City"), for value received, hereby promises to pay to

REGISTERED OWNER: Raymond James Capital Funding, Inc.

PRINCIPAL SUM:

on the maturity date set forth above unless this Bond shall have been previously called for redemption and payment of the redemption price shall have been duly made or provided for, and to pay interest thereon semiannually on April 1 and October 1 of each year (each, an Interest Payment Date) or if any such day is not a Business Day then on the first Business Day thereafter without payment of additional interest, commencing October 1, 2019, at the annual rate specified above subject to adjustment as provided in the Resolution hereafter defined, calculated on the basis of a 360-day year of twelve 30-day months until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for or, in the case of interest to be paid on October 1, 2019, from July 15, 2019. The principal of this Bond is payable upon presentation and surrender hereof at the designated corporate trust office of the paying agent, The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida. Interest on this Bond will be paid by bank wire transfer for the account of such registered owner. The principal of and interest on this Bond is payable in lawful money of the United States of America. All capitalized words and phrases used herein shall, unless defined herein, have the meaning given to them in the Resolution as defined below.

This Bond is one of a duly authorized issue of Water and Sewer System Refunding Revenue Bond, Series 2018A-2 of the City in the aggregate principal amount of $_____ issued in fully registered form, without coupons, (the "Series 2018A-2 Bond") in denominations of $5,000.00 or integral multiples thereof. The Series 2018A-2 Bond is equally and ratably secured under Resolution No. 93-27 adopted by the City Council of the City on August 18, 1993, as amended and supplemented (the "Resolution"), and as particularly supplemented by Resolution

No 2018-____ adopted by said City Council on August 14, 2018, (the "Supplemental Resolution"). The Series 2018A-2 Bond is being issued in exchange for the City's outstanding Water and Sewer System Refunding Revenue Bond, Series 2018A-1 on July 15, 2019. The City has heretofore issued its Water and Sewer System Refunding Revenue Bonds, Series 1999; its Water and Sewer System Refunding Revenue Bonds, Series 2003; its Water and Sewer System Revenue Bonds, Series 2009A that remained outstanding following issuance of the Series 2018A-1 Bonds pursuant to the Resolution, its Water and Sewer System Revenue Bonds, Series 2010 and its Water and Sewer System Revenue Bonds, Series 2018B (collectively, the "Parity Bonds"). The Series 2018A-2 Bond is secured on parity with the Parity Bonds as to pledge of, lien on, and source of payment from the Pledged Revenues and in all other respects.

THIS BOND DOES NOT PLEDGE THE FULL FAITH AND CREDIT OR TAXING POWER OF THE CITY, THE STATE OF FLORIDA, OR ANY AGENCY, INSTRUMENTALITY, OR POLITICAL SUBDIVISION THEREOF. THIS BOND, AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON, ARE PAYABLE ONLY FROM THE PLEDGED REVENUES, WHICH CONSIST GENERALLY OF THE NET REVENUES (GROSS REVENUES LESS EXPENSES OF OPERATION AND MAINTENANCE) DERIVED BY THE CITY FROM OPERATION OF ITS WATER AND SEWER SYSTEM, CERTAIN WATER AND SEWER SYSTEM IMPACT FEES, AND CERTAIN OTHER AMOUNTS ON DEPOSIT FROM TIME TO TIME IN CERTAIN OF THE FUNDS AND ACCOUNTS CREATED PURSUANT TO THE RESOLUTION, ALL AS MORE FULLY DESCRIBED IN THE RESOLUTION.

No recourse shall be had for the payment of principal of, interest on, or redemption premium, if any, with respect to, this Bond, or for any claim based hereon, against any member of the City Council of the City or against any officer or employee, past, present or future, of the City or of any successor body, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers and employees is released as a condition of and as consideration for the execution and delivery of this Bond.

Optional Redemption

The Series 2018A-2 Bond is subject to redemption prior to their stated dates of maturity, at the option of the City with the prior written consent of the Lender, in whole or in part, prior to October 1, 2028, in inverse order of the dates of the Amortization Installments, at the redemption price of the principal amount to be redeemed, plus accrued interest to the redemption date and the payment of the Prepayment Premium.

The Series 2018A-2 Bond is subject to redemption prior to its stated date of maturity, at the option of the City, in whole or in part, on October 1, 2028, or any date thereafter, in inverse order of the dates of the Amortization Installments, at the redemption price of the principal amount to be redeemed, plus accrued interest to the redemption date.

Partial redemptions of the Series 2018A-2 Bond shall be in minimum increments of $1,000,000 and increments of $5,000 above such amount.

Mandatory Redemption.

The Series 2018A-2 Bond is be subject to mandatory redemption prior to maturity, by lot, in such manner as the Paying Agent may deem appropriate, at 100% of the Amortization Installment of the Series 2018A-2 Bond so to be redeemed plus accrued interest to the date of redemption, without premium, on October 1, 2020, and on each October 1, thereafter, in the following installments and in the years specified:

Year	Amortization Installment	Year	Amortization Installment
2020	$1,245,000	2026	$3,640,000
2021	1,295,000	2027	1,200,000
2022	1,340,000	2028	1,180,000
2023	1,400,000	2029	1,170,000
2024	3,335,000	2030	1,230,000
2025	3,475,000	2031*	1,240,000

* Maturity

No notice shall be required to be given with respect to the payment of an Amortization Installment. This Bond is not required to be tendered or exchanged following the payment of an Amortization Payment. The Paying Agent shall maintain records of all payment made with respect to this Bond.

Additional Bonds may be issued under the Resolution for the purposes and upon the terms and subject to the conditions therein stated.

This Bond is transferable by the Holders thereof, subject to the payment of any required tax, fee or other governmental charge, upon presentation and surrender at the principal corporate trust office of the Bond Registrar, together with a duly executed instrument of transfer in form satisfactory to the Bond Registrar, and thereupon one or more new registered Bond, of authorized denominations and for the same aggregate principal amount, maturity and interest rate, will be issued to the designated transferee or transferees. This Bond is exchangeable by the Holders thereof, subject to the payment of any required tax, fee or other governmental charge, upon presentation and surrender at the principal corporate trust office of the Bond Registrar, for a like aggregate principal amount of Bonds of the same maturity and interest rate and of any authorized denomination, as requested by the Holder surrendering the same. The Bond Registrar shall not be required (i) to transfer or exchange any of the Bonds during the period of fifteen (15) calendar days immediately preceding any Interest Payment Date; or (ii) to transfer or exchange any Bond that has been selected for redemption in whole or in part.

The City, the Paying Agent, and the Bond Registrar may treat the person in whose name this Bond is registered on the Bond register maintained by the Bond Registrar as the absolute owner of this Bond for all purposes and shall not be affected by any notice to the contrary.

If an Event of Default shall occur, the principal of all Bonds then Outstanding may be declared or may become due and payable and any such declaration may thereafter be waived, all upon the conditions and in the manner and with the effect provided in the Resolution.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Cocoa, Florida, has caused this Bond to be signed in its name by the facsimile signature of its Mayor and its corporate seal to be hereunto affixed and duly attested by the facsimile signature of its City Clerk.

CITY OF COCOA, FLORIDA

(SEAL)

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2018A-2 Bonds of the issue described in the within-mentioned Resolution.

Dated _____,_____

The Bank of New York Mellon Trust Company, N.A., Bond Registrar

By: _____
Authorized Signatory

ASSIGNMENT AND TRANSFER FOR VALUE RECEIVED

The undersigned hereby sells, assigns and transfers unto _____

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____

Attorney to transfer said Bond on the books of the within named Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, or enlargement or any change whatsoever, and must be signature guaranteed by a bank, savings and loan association or stock brokerage firm.

EXHIBIT D

FORM OF LENDER DISCLOSURE LETTER

The undersigned, as lender, proposes to negotiate with the City of Cocoa, Florida (the "Issuer") for the private purchase of the Issuer's $_____ City of Cocoa, Florida Water and Sewer System Taxable Refunding Revenue Bond, Series 2018A-1, dated August 22, 2018 (the "Bond"), secured under Resolution No. 93-27 adopted by the City Council of the Issuer on August 18, 1993, as amended and supplemented (the "Resolution"), and as particularly supplemented by Resolution No. 2018-___ adopted by said City Council on August 14, 2018. Prior to the award of the Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to Raymond James Capital Funding, Inc. (the "Lender") in connection with the issuance of the Bond (such fees and expenses to be paid by the Issuer):

Gray Robinson, P.A.
Lender's Counsel -- $_____

2. (a) No fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Bond to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes).

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Bond.

3. The amount of the underwriting spread expected to be realized by the Lender is $0.

4. The management fee to be charged by the Lender is $0.

5. Truth-in-Bonding Statement:

The Bond is being issued primarily to refund the Issuer's outstanding Water and Sewer System Revenue Bonds, Series 2009A maturing on and after October 1, 2019 and its Water and Sewer System Refunding Revenue Bonds, Series 2009B, as described in the Resolution.

The Bond is expected to be exchanged for on July 15, 2019. At a fixed rate of interest, calculated at 3.10%, total interest paid until its exchange on July 15, 2019 is estimated to equal

$_____.

The Bond will be payable solely from Pledged Revenues as defined in the Resolution in a manner sufficient to pay the principal of and interest due on the Bond. Issuance of the Bond is estimated to result in approximately $_____ of revenues of the Issuer not being available to finance the services of the Issuer in any one fiscal year during the life of the Bond.

6. The name and address of the Lender is as follows:

Raymond James Capital Funding, Inc.
710 Carillon Parkway
St. Petersburg, Florida 33716

This letter is provided for the sole purpose of complying with Section 218.385, Florida Statutes, as amended, and does not change the terms of and is not evidence of the terms of the Bond. It is the understanding of the Lender that the Issuer has not requested any further disclosure from the Lender.

Dated this 22nd day of August, 2018.

RAYMOND JAMES CAPITAL FUNDING, INC.

By: _____
Name: Cord King
Title: Lending Manager

EXHIBIT E

FORM OF LENDER'S CERTIFICATE

This is to certify that Raymond James Capital Funding, Inc. (the "Lender") has made a loan (the "Loan") to the City of Cocoa, Florida (the "City"). The Loan is evidenced by the City's $_____ City of Cocoa, Florida Water and Sewer System Taxable Refunding Revenue Bond, Series 2018A-1, dated August 22, 2018 (the "Bond"). The Bond was issued under and secured in the manner set forth pursuant to that certain Resolution No. 93-27 adopted by the City Council of the City on August 18, 1993, as amended and supplemented (the "Resolution"), and as particularly supplemented by Resolution No. 2018-___ adopted by said City Council on August 14, 2018 (the "Supplemental Resolution").

The Lender has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the Loan and no inference should be drawn that the Lender, in the acceptance of said Bond, is relying on Bryant Miller Olive P.A. ("Bond Counsel") or Garganese, Weiss, D'Agresta & Salzman, P.A., the City Attorney (the "City Attorney"), or Dunlap & Associates, Inc., (the "Financial Advisor") to any such matters other than the legal opinions rendered by Bond Counsel and the City Attorney.

The Lender acknowledges that no CUSIP numbers or credit ratings have been obtained with respect to the Bond.

The Lender is not acting as a broker or other intermediary and is funding the Loan with its own capital and for its own account and not with a present view to a resale or other distribution to the public. The Bond will only be sold to an accredited investor as such term is defined in the Securities Act of 1933, as amended, and Regulation D. The Lender is a bank as contemplated by Section 517.061(7), Florida Statutes. The Lender is not purchasing the Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

The Lender is an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder.

The Lender acknowledges and understands that the Loan is being made as a direct loan to the City and that the Resolution and the Supplemental Resolution are not being qualified under the Trust Indenture Act of 1939, as amended, and are not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the City, Bond Counsel, the City Attorney nor the Financial Advisor shall have any obligation to effect any such registration or qualification.

Neither the Lender nor any of its affiliates shall act as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Bond. Neither the Lender nor any of its affiliates has provided, and

will not provide, financial, legal, tax, accounting or other advice to or on behalf of the City with respect to the proposed issuance of the Bond. The City has represented to the Lender that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Bond from its financial, legal and other advisors (and not the Lender or any of its affiliates) to the extent that the City desired to obtain such advice.

DATED this 22nd day of August, 2018.

RAYMOND JAMES CAPITAL FUNDING, INC.

By: _____
Name: Cord King
Title: Lending Manager

RAYMOND JAMES

July 11, 2018

Re: City of Cocoa, Florida – Water and Sewer System Revenue Refunding Bond, Series 2018A

On behalf of Raymond James Capital Funding, Inc., we are pleased to submit the attached loan proposal including the terms and conditions applicable to provide funds to the City of Cocoa to refinance its Series 2009 A&B Water and Sewer Revenue Bonds.

Transaction Overview

Borrower: City of Cocoa (the "City")

Lender: Raymond James Capital Funding, Inc. – a non-bank subsidiary of Raymond James Bank (the "Lender")

Exchange Date: July 15, 2019 (or such other date as shall be mutually agreeable to the City and Lender, in accordance with the terms hereof) (the "Exchange Date")

Facility: Obligation #1 will be in the form of a taxable loan issued to the City evidenced by a bond in an amount not to exceed $22,000,000 (the "Series 2018A Taxable Bond").
Obligation #2 will be in the form of a tax-exempt loan issued to the City evidenced by a bond in an amount not to exceed $22,000,000 (the "Series 2018A Tax-Exempt Bond) to be issued on the Exchange Date, and exchanged on the Exchange Date for the 2018 Taxable Bond (collectively, the "Series 2018A Refunding Bond"). Interest on the Series 2018A Taxable Bond shall be taxable to the holders thereof until the Exchange Date. Interest on the Series 2018A Tax-Exempt Bond shall be tax-exempt to the holders thereof.

Final Maturity: October 1, 2031 (the "Maturity Date")

Purpose: The loan will be used together with other available funds to refund the City of Cocoa, Florida Water and Sewer Revenue Bonds, Series 2009A and the City of Cocoa, Florida Water and Sewer Refunding Revenue Bonds, Series 2009B (collectively, the "Refunded Bonds") which were originally issued to finance capital improvements to the City's Water and Sewer System including a water field operations center and warehouse and certain other capital improvements to the System (the "Project").

Closing Date: On or before August 22, 2018 (the "Closing Date")

Security: The Series 2018A Refunding Bond shall be payable solely from and secured by a pledge of, and lien on the Net Revenues of the System, the Pledged Impact Fees, the Unpledged Impact Fee Accounts and the Rebate Account (collectively, the "Pledged Revenues") on parity with the City's outstanding Prior Bonds and any Additional Bonds, as all such terms are further defined in the Bond Resolution. No debt shall be issued with a lien on the Pledged Revenues senior to the Series 2018A Refunding Bond.

Exchange Terms: The Lender's obligation to exchange the Series 2018A Tax-Exempt Bond on the Exchange Date shall be subject to (i) no defaults existing under Series 2018A Taxable Bond or under Bond Resolution with respect to the Series 2018A Refunding Bond, the City's Prior Bonds or any Additional Bonds and (ii) delivery of a tax-exempt opinion, together with a reliance letter addressed to the Lender, from Bond Counsel acceptable to the Lender and Lender Counsel ("Exchange Conditions"). If the City is unable to satisfy the Exchange Conditions on the Exchange Date, the amortization on the Series 2018A Taxable Bond shall be revised to the schedule shown below in the Term/Maturity section and the interest rate on the Series 2018A Taxable Bond shall adjust as of the Exchange date to a taxable rate of 4.81%. Under this scenario, the Series 2018A Taxable Bond may be prepaid with 5 business days' written notice to the Lender subject to a make-whole payment.

Make-Whole: Upon any prepayment prior to October 1, 2028, the City shall pay Lender a fee equal to the present value of the difference between (1) the amount that would have been realized by Lender through the scheduled maturity date of the Series 2018A Refunding Bond at the Federal Reserve H.15 Statistical Release rate for fixed-rate payers in interest rate swaps for a term corresponding to the term of the Series 2018A Refunding Bond, interpolated to the nearest month, if necessary, that was in effect three Business Days prior to the Closing Date, and (2) the amount that would be realized by Lender by reinvesting the principal amount of the Series 2018A Refunding Bond through the scheduled maturity date at the Federal Reserve H.15 Statistical Release rate for fixed-rate payers in interest rate swaps, interpolated to the nearest month, that was in effect on the prepayment date; both discounted at the same interest rate utilized in determining the applicable amount in (2). Should the present value have no value or a negative value, there will be no additional fee. Should the Federal Reserve no longer release rates for fixed-rate payers in interest rate swaps, the Lender shall substitute the Federal Reserve H.15 Statistical Release with InterContinental Exchange ICE Swap Index ISDAFIX, or such other equivalent index as the parties may agree.

Bond Resolution: Resolution No. 93-27, as amended by Resolution Nos. 97-23, 98-2, 2007-44, 2009-104 and 2009-105, as supplemented by a resolution authorizing the Series 2018A Refunding Bond on the terms and conditions set forth herein or otherwise acceptable to the Lender and Lender Counsel, to be adopted by the City Council on August 14, 2018

Term/Maturity: Subject to the provisions set forth under "Exchange Terms" above, the Series 2018A Refunding Bond shall mature no later than the Maturity Date with interest payments on the outstanding principal balance of the Series 2018A Tax-Exempt Bond calculated on a 30/360-day basis. Interest on the Series 2018A Taxable Bond shall be paid on October 1, 2018, April 1, 2019 and the Exchange Date. Interest on the Series 2018A Tax-Exempt Bond shall begin to accrue on the Exchange Date and shall be payable semiannually each October 1 and April 1 beginning October 1, 2019.The principal amount of the Series 2018A Tax-Exempt Bond shall be payable annually beginning October 1, 2020 corresponding to the estimated amortization schedule below. Should the principal or interest payment date fall on a weekend, such payment shall be due the next business day.

City of Cocoa Series 2018A Tax-Exempt Bond	
Maturity Date	**Principal**
10/1/2020	1,245,000
10/1/2021	1,295,000
10/1/2022	1,340,000
10/1/2023	1,400,000
10/1/2024	3,335,000
10/1/2025	3,475,000
10/1/2026	3,640,000
10/1/2027	1,200,000
10/1/2028	1,180,000
10/1/2029	1,170,000
10/1/2030	1,230,000
10/1/2031	1,240,000
Total	**$21,750,000**

Interest Rate: The taxable interest rate on the Series 2018A Taxable Bond shall be fixed to the Exchange Date at a rate of **3.10%**. The tax-exempt interest rate on the Series 2018A Tax-Exempt Bond shall be fixed from the Exchange Date until the Maturity Date at a rate of **3.63%**. The taxable interest rate and the tax-exempt

interest rate shall be locked until the Closing Date at no additional cost to the City. If the closing occurs after August 22, 2018, the rate may be reset subject to market conditions at the time of closing.

Commitment Fee: The Lender will charge a Commitment Fee equal to 0.25% of the par amount of the Series 2018A Taxable Bond to be paid by the City on the Closing Date.

Lender Counsel: The Lender shall be represented by Brian Fender of GrayRobinson, P.A. ("Lender Counsel"). Lender Counsel's responsibilities shall be limited to the review of documents prepared by Bond Counsel with fees capped at $20,000 to be paid at the Closing Date from proceeds of the Series 2018A Taxable Bond on the Closing Date.

Prepayment: The Series 2018A Tax-Exempt Bond may only be prepaid at the option of the City in whole or in part on or after October 1, 2028 on any business day upon 30 days written notice to the Lender at 100% of the then outstanding principal amount plus any accrued interest. Prior to this date, the 2018 Tax-Exempt Bond may be prepaid in whole or in part upon 5 days' written notice to the Lender subject to a make-whole payment. Partial prepayments shall be applied in inverse order of maturity (treating amortization installments as maturities) and shall be subject to a minimum amount of $1,000,000 and increments of $5,000 in excess thereof.

Tax Treatment: Upon the Exchange Date, the Series 2018A Taxable Bond will be exchanged for the Series 2018A Tax-Exempt Bond. Interest on the Series 2018A Tax-Exempt Bond shall be excludable from gross income for federal income tax purposes. The City shall covenant to perform all actions, functions or requirements in order to maintain the tax-exempt status on the Series 2018A Tax-Exempt Bond. The Lender shall be provided an opinion of tax counsel satisfactory to the Lender and Lender Counsel which concludes that the interest on the Series 2018A Tax-Exempt Bond is excludable from gross income for federal income tax purposes. Lender shall require an opinion from the City's bond counsel that the Series 2018A Refunding Bond and loan documents are exempt from registration and qualification under the Securities Act of 1933, as amended, and Trust Indenture Act of 1939, as amended.

Taxability: After the Exchange Date, the Series 2018A Tax-Exempt Bond shall be subject to gross-up provisions, which shall be limited to an event of taxability resulting from actions or inactions of the City. Upon an event of taxability, the interest rate on the Series 2018A Tax-Exempt Bond shall increase to a taxable rate of 4.81% as of the date of taxability including a payment reflecting the difference between the tax-exempt and taxable rate from the determination of taxability plus any penalties and costs incurred by the Lender.

Conditions Precedent: The City and its agents shall deliver closing documents and make the representations customary in similar transactions and acceptable to the Lender. The City shall certify to the Lender that no other indebtedness secured by Pledged Revenues is subject to acceleration. If other debt secured by Pledged Revenues is subject to acceleration, the Series 2018 Refunding Bond shall be subject to acceleration on identical terms. While preliminary credit approval has been obtained, the final amount and terms shall be subject to final credit approval as a condition precedent to closing this transaction.

Covenants: The City has covenanted to set and maintain rates and collect fees, rates and other charges to provide that Net Revenues and Pledged Impact Fees shall cover 125% of the principal and interest requirement becoming due during each fiscal year. The covenants, pledges and conditions contained in the Master Resolution shall be applicable to the Series 2018A Refunding Bond on a parity with the Prior Bonds; The covenants and pledges contained in the Master Resolution and the 2018 Refunding Resolution shall be applicable to the Series 2018 Refunding Bond and to the Prior Bonds that remain outstanding after the refunding of the Refunded Bonds. The City shall provide the Lender with annual audits and budgets on a timely basis. Such annual audits shall be provided within 210 days of the end of each fiscal year. The City shall also provide such other information as the Lender shall reasonably request.

Defaults/Remedies: Under any Event of Default, including but not limited to (i) a failure by the City to timely pay any amount due under the Series 2018A Refunding Bond documents on the date on which such amount is due and payable under the terms of the Series 2018A Refunding Bond documents, and (ii) the failure by the City to observe and perform any term or covenant, condition or agreement on its part to be observed or performed under the Resolution, and such default shall continue and not be cured for a period of 30 days from the earlier of written notice of such default from the Lender or when the City had knowledge of such default, the financing documents will provide remedies to the Lender customary for transactions of this nature, exercise rights and remedies available under law, equity or under the terms of the resolution and/or other financing documents and the interest rate shall be adjusted to the Default Rate described below.

Default Rate: The Default Rate shall be calculated at the greater of (a) the published Federal Reserve Bank's Prime Rate +3%, (b) the Federal Funds Rate +5%, or (c) 7%, per annum. Once the Event of Default is cured, the interest rate will revert back to the original tax-exempt rate effective as of the cure date.

Waiver of Jury Trial: The City and the Lender will waive, to the fullest extent permitted by applicable

law, any right to have a jury participate in resolving any dispute in any way related to the transactions contemplated hereby or any documents related thereto.

No Advisory or Fiduciary Role: The City acknowledges and agrees that: (i) information contained in this document regarding the Series 2018A Refunding Bond is for discussion purposes only in anticipation of engaging in arm's length commercial transactions with the City in which the Lender would be acting solely as a principal to make a loan to the City, and not as a municipal advisor, financial advisor or fiduciary to the City or any other person or entity regardless of whether the Lender or an affiliate has or is currently acting as such on a separate transaction; (ii) the Lender has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender or its affiliates have provided other services or are currently providing other services to the City on other matters); (iii) the only obligations the Lender has to the City with respect to the transaction contemplated hereby expressly are set forth in this term sheet and the financing documents; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Disclaimer: This term sheet includes information related to a direct loan transaction ("Direct Loan"). Please be advised that Direct Loan is a product offering of the Lender. Additionally, the Lender has financial and other interests that differ from your interests. In its capacity as lender, Lender's sole role would be to make a loan evidenced by the Series 2018A Refunding Bond to provide funds for the purpose stated above. Lender will not have any duty or liability to any person or entity in connection with the information provided herein. The information provided is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934.

Confidentiality: This term sheet is confidential and proprietary, and terms herein may not be disclosed without our prior written consent, except to your professional advisors in connection with the Series 2018A Refunding Bond who agree to be bound by such confidentiality requirements, or as may be required by law. Notwithstanding anything herein to the contrary, any party hereto may disclose to any and all persons, without limitation of any kind, the tax treatment or tax structure of this transaction. Furthermore, the parties to this transaction may disclose, as required by federal or state laws, any information as required to comply with such federal or state laws.

This term sheet will expire and the transaction must close on or before August 22, 2018 unless extended by Lender. Thank you for the opportunity to be of service to the City of Cocoa. Should you have any questions, please don't hesitate to contact me at the number below.

Sincerely,



Cord D. King
Tax-Exempt Lending Manager
Raymond James Capital Funding, Inc.
710 Carillon Parkway
St. Petersburg, FL 33716
727.567.2055
cord.king@raymondjames.com

Acceptance:

City of Cocoa, Florida

By: _____

Title: _____

Date: _____

Legislation Details (With Text)

File #:	18-317	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	7/26/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve a Resolution Amending the Fiscal Year 2018 Budget in part through the use of General Fund Reserves and Contingency, to reclassify payroll, operating, and capital, related to Hurricane Irma and various other unexpected expenses that resulted in negative account balances. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2018.pdf BAF Tracking Sheet.pdf BAF-CC-Council Health (8-14-18) Agenda 18-317 - FY18 BAF-CS-Community Services Accruals (8-14-18) Agenda 18-317 - FY18 BAF-FD-Fire Accruals (8-14-18) Agenda 18-317 - FY18 BAF-FN-Irma Emergency Repairs (8-14-18) Agenda 18-317 - FY18 BAF-CS-Leisure Services Accruals (8-14-18) Agenda 18-317 - FY18 BAF-FN-P. Brodie Accruals (8-14-18) Agenda 18-317 - FY18 BAF-PD-Police Accruals and Health (8-14-18) Agenda 18-317 - FY18 BAF-PW-Accruals and Shoe Allowance (8-14-18) Agenda 18-317 - FY18 ~BAF-PW-Claw Truck and Forklift to GF (8-14-18)~ Agenda 18-317 1 of 1.pdf BAF-PW-SW Z. Knable Accruals (8-14-18) Agenda 8-317 - FY18 BAF-UT-Irma Accruals and Shoes (8-14-18) Agenda 18-317 - FY18 BAF-UT-4025-FREIGHT POSTAGE (8-14-18) Agenda 18-317 - FY18 ~BAF-PW-Claw Truck and Forklift to GF (8-14-18)~ Agenda 18-317 1 of 2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 24, 2018
Agenda Date: August 14, 2018
Prepared By: Lea Taylor, Senior Fiscal Analyst
Through: Rebecca Bowman, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the Fiscal Year 2018 Budget in part through the use of General Fund Reserves and Contingency, to reclassify payroll, operating, and capital, related to Hurricane Irma and various other unexpected expenses that resulted in negative account balances.

BACKGROUND:

During the Fiscal Year 2018 budget process, payroll/benefits and some operating and capital

accounts are estimated with the current data available. During the year, changes occur such as employment status, benefit changes, and unbudgeted/unforeseen expenses. Staff is requesting that City Council approve transfers between each division's personnel and operating accounts as follows: General Fund/Capital Fund of $454,048, the Water/Sewer Fund of $8,251, the Stormwater Fund of $1,057, to cover negative budget line items within the Funds. Additional funds are needed from both contingency and reserves.

Included in the General/Capital Funds are the costs associated with a claw truck as well as a fork lift. Previously these two vehicles were purchased through the Stormwater Fund; however the primary use of these two vehicles will be for grounds maintenance and hurricane recovery and will support General Fund related activities such as augmenting solid waste services. The attached budget transfers and amendments will cover the costs in General Fund, and the monies will be re-classed from the Stormwater Fund if approved.

A complete list of all the accounts and the Budget Adjustment Forms are included in the attachments to this agenda.

STRATEGIC PLAN CONNECTION:

To provide financial transparency in budgeting.

BUDGETARY IMPACT:

Budgeted,	No/Partial
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested for the General Fund Various Budget Adjustment forms attached	$454,048
Amount Requested for the Water/Sewer Fund Various Budget Adjustment forms attached	$8,251
Amount Requested for the Stormwater Fund Various Budget Adjustment forms attached	$1,057

Budget Adjustment Forms and Tracking Sheet attached

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2018 Budget in part through the use of General Fund Reserves and Contingency, to reclassify payroll, operating, and capital, related to Hurricane

Irma and various other unexpected expenses that resulted in negative account balances.

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RESOLUTION NO. 2018-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; and

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

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

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

SECTION 1. The 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of August, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

FY18

Budget Adjustment Tracking Sheet

Type	Budget Adjustment Form	Account Name	Account #	Amount	Project	Council Date	Agenda #
Transfer	BAF-CC-Council Health (8-14-18) Agenda 18-317 - FY18	CONTINGENCY	001-1600-513.39-00	(16,197)	x	8/14/2018	18-317
Transfer		LIFE/HEALTH INSURANCE	001-1000-511.23-00	16,197	x	8/14/2018	18-317
Transfer	BAF-CS-Community Services Accruals (8-14-18) Agenda 18-317 - FY18	REGULAR SALARIES & WAGES	001-3200-515.12-00	(2,789)	x	8/14/2018	18-317
Transfer		ACCRUAL PAYOUTS	001-3200-515.12-12	2,789	x	8/14/2018	18-317
Transfer	BAF-FD-Fire Accruals (8-14-18)Agenda 18-317 - FY18	REGULAR SALARIES & WAGES	001-2201-522.12-00	(102,262)	x	8/14/2018	18-317
Transfer		ACCRUAL PAYOUTS	001-2201-522.12-12	56,812	x	8/14/2018	18-317
Transfer		OVERTIME	001-2201-522.14-00	45,450	x	8/14/2018	18-317
Amendment	BAF-FN-Irma Emergency Repairs (8-14-18) Agenda 18-317 - FY18	FUND BAL-APPROP. RESERVES	001-0000-389.99-50	132,547	x	8/14/2018	18-317
Amendment		PROFESSIONAL SERVICES	001-1601-525.31-00	6,440	x	8/14/2018	18-317
Amendment		CONTRACT SERVICES	001-1601-525.34-00	27,929	x	8/14/2018	18-317
Amendment		POSTAGE AND FREIGHT	001-1601-525.42-00	232	x	8/14/2018	18-317
Amendment		REPAIRS & MAINTENANCE	001-1601-525.46-00	53,802	x	8/14/2018	18-317
Amendment		REPAIRS/MAINT - BUILDING	001-1601-525.46-02	33,409	x	8/14/2018	18-317
Amendment		MACHINERY AND EQUIPMENT	001-1601-525.64-00	10,735	x	8/14/2018	18-317
Transfer	BAF-CS-Leisure Services Accruals (8-14-18) Agenda 18-317 - FY18	SPECIAL PAY	001-3290-574.15-00	(1,072)	x	8/14/2018	18-317
Transfer		ACCRUAL PAYOUTS	001-3290-574.12-12	1,072	x	8/14/2018	18-317
Transfer	BAF-FN-P. Brodie Accruals (8-14-18) Agenda 18-317 - FY18	REGULAR SALARIES & WAGES	001-1510-536.12-00	(2,046)	x	8/14/2018	18-317
Transfer		ACCRUAL PAYOUTS	001-1510-536.12-00	2,046	x	8/14/2018	18-317
Transfer	BAF-PD-Police Accruals and Health (8-14-18) Agenda 18-317 - FY18	REGULAR SALARIES & WAGES	001-2100-521.12-00	(32,997)	x	8/14/2018	18-317
Transfer		REGULAR SALARIES & WAGES	001-2101-521.12-00	(992)	x	8/14/2018	18-317
Transfer		ACCRUAL PAYOUTS	001-2100-521.12-12	20,997	x	8/14/2018	18-317
Transfer		ACCRUAL PAYOUTS	001-2101-521.12-12	992	x	8/14/2018	18-317
Transfer		LIFE/HEALTH INSURANCE	001-2132-524.23-00	12,000	x	8/14/2018	18-317
Transfer	BAF-PW-Accruals and Shoe Allowance (8-14-18) Agenda 18-317 - FY18	REGULAR SALARIES & WAGES	001-3520-572.12-00	(3,452)	x	8/14/2018	18-317
Transfer		REGULAR SALARIES & WAGES	001-3560-519.12-00	(110)	x	8/14/2018	18-317
Transfer		CONTRACT SERVICES	001-3520-572.34-00	(15,000)	x	8/14/2018	18-317
Transfer		ACCRUAL PAYOUTS	001-3520-572.12-12	3,342	x	8/14/2018	18-317
Transfer		CLOTHING/SHOE ALLOWANCE	001-3520-572.20-00	110	x	8/14/2018	18-317
Transfer		CLOTHING/SHOE ALLOWANCE	001-3560-519.20-00	110	x	8/14/2018	18-317
Transfer		OVERTIME	001-3520-572.14-00	15,000	x	8/14/2018	18-317
Transfer	~BAF-PW-Claw Truck and Forklift to GF (8-14-18) Agenda 18-317 -FY18	BUILDINGS	001-3580-519.62-00	(44,584)	x	8/14/2018	18-317
Transfer		MACHINERY AND EQUIPMENT	001-3510-541.64-00	44,584	x	8/14/2018	18-317
Transfer		PROFESSIONAL SERVICES	301-3580-519.31-00	(100,000)	x	8/14/2018	18-317
Transfer		TRANSFER TO GENERAL FUND	301-3580-581.91-00	100,000	x	8/14/2018	18-317
Amendment		TRANSFER FROM CAPITAL PRJ	001-0000-381.91-00	100,000	x	8/14/2018	18-317
Amendment		MACHINERY AND EQUIPMENT	001-3510-541.64-00	100,000	x	8/14/2018	18-317
Transfer	BAF-PW-SW Z. Knable Accruals (8-14-18) Agenda 8-317 - FY18	REGULAR SALARIES & WAGES	423-3570-538.12-00	(1,057)	x	8/14/2018	18-317
Transfer		ACCRUAL PAYOUTS	423-3570-538.12-12	1,057	x	8/14/2018	18-317
Transfer	BAF-UT-Irma, Accruals and Shoes (8-14-18) Agenda 18-317 - FY18	CONTINGENCY	421-4010-536.39-00	(2,260)	x	8/14/2018	18-317
Transfer		REGULAR SALARIES & WAGES	421-4020-536.12-00	(597)	x	8/14/2018	18-317
Transfer		REGULAR SALARIES & WAGES	421-4055-536.12-00	(3,394)	x	8/14/2018	18-317
Transfer		REPAIRS & MAINTENANCE	421-4011-525.46-00	2,260	ES17HI	8/14/2018	18-317
Transfer		ACCRUAL PAYOUTS	421-4020-536.12-12	412	x	8/14/2018	18-317
Transfer		CLOTHING/SHOE ALLOWANCE	421-4020-536.20-00	185	x	8/14/2018	18-317
Transfer		ACCRUAL PAYOUTS	421-4055-536.12-12	3,394	x	8/14/2018	18-317
Transfer	BAF-UT-4025-FREIGHT POSTAGE (8-14-18) Agenda 18-317 - FY18	REPAIRS & MAINTENANCE	421-4025-536.46-02	(2,000)	x	8/14/2018	18-317
Transfer		POSTAGE AND FREIGHT	421-4025-536.42-00	2,000	x	8/14/2018	18-317
				454,048			
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City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 08/06/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 44,584)	001-3580-519.62-00	CP1504	BUILDINGS	$ 175,000	$ 175,000	$ 130,416	$ 73,066
($ 100,000)	301-3580-519.31-00		PROFESSTIONAL SERVICES	$ 100,000	$ 100,000	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 144,584)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 44,584	001-3510-541.64-00		MACHINERY AND EQUIPMENT	$ 0	$ 0	$ 44,584	$ 144,584
$ 100,000	301-3580-581.91-00		TRANSFER TO GENERAL FUND	$ 0	$ 0	$ 100,000	$ 100,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 144,584	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The transfer of these funds to the General Fund from the Capital Project Fund will allow for capital addition from the stormwater fund. The additional claw truck is needed to support the general fund's ground maintenance and hurricane recovery. The forklift's primary use will also be in support of general fund related activities. Both vehicles will be operated and maintained through the City's general fund. 1 of 1 Agenda 18-317

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/14/18 *RESOLUTION #:* _____

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

8/2/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.08.02 17:16:59 -04'00')	8/6/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.08.06 12:59:06 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/6/18	Matthew Fuhrer (Digitally signed by Matthew Fuhrer ... Date: 2018.08.06 12:34:35 -04'00')	8/6/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.08.06 12:59:20 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

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City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 08/06/18

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 100,000	001-0000-381.91-30		Transfer from Cap Projects	$ 0	$ 0	$ 100,000	$ 100,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 100,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 100,000	001-3510-541.64-00		Machinery and Equipment	$ 0	$ 0	$ 100,000	$ 100,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 100,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The transfer of these funds to the General Fund from the Capital Project Fund will allow for capital addition from the stormwater fund. The additional claw truck is needed to support the general fund's ground maintenance and hurricane recovery. The forklift's primary use will also be in support of general fund related activities. Both vehicles will be operated and maintained through the City's general fund. 1 of 2 Agenda 18-317

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/14/18 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

8/2/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.08.02 17:16:59 -04'00')	8/6/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.08.06 12:59:49 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/6/18	Matthew Fuhrer (Digitally signed by Matthew Fuhrer ... Date: 2018.08.06 12:39:15 -04'00')	8/6/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.08.06 13:00:03 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	18-325	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	7/30/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	To Approve Amendment No. 6 (Change Order #2 to FY18 P.O. 71534) with CDM Smith, Inc. to Provide Additional Project Support Required for the Biological Nutrient Removal (BNR), Project No. WS1222; To Authorize the City Manager to Execute Amendment; To Approve a Resolution Amending the FY18 Budget to Transfer Funds from the Stone Street Corridor Streetscaping, Project No. WS18SS to the BNR Project No. WS1222; To Approve a Resolution to Modify the Previously Adopted Resolution 2013-083 to Adjust the Total Project Amount. (Utilities Director)			
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CDM Smith Change Order Proposal Budget Resolution FY 2018 BAF-UT-Biological Nutrient Removal Project (8-14-18)~ Agenda 18-325 - FY18.pdf Resolution Project Contingency - BNR CURRENT TOTAL PROJECT BUDGET TO (2013-23.6) CDM (7-27-18) $86975.40 - UT.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2018
Agenda Date: August 14, 2018
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Amendment No. 6 (Change Order #2 to FY18 P.O. 71534) with CDM Smith, Inc. to Provide Additional Project Support Required for the Biological Nutrient Removal (BNR), Project No. WS1222; To Authorize the City Manager to Execute Amendment; To Approve a Resolution Amending the FY18 Budget to Transfer Funds from the Stone Street Corridor Streetscaping, Project No. WS18SS to the BNR Project No. WS1222; To Approve a Resolution to Modify the Previously Adopted Resolution 2013-083 to Adjust the Total Project Amount

BACKGROUND:

On May 28, 2013, City Council approved Task Order 23 with CDM Smith, Inc. to oversee the bidding process and construction phase of the Sellers Plant Biological Nutrient Removal (BNR) Improvements to the plant processes.

On April 28, 2015, City Council approved continuation of work under Task Order 23 and Amendment

#1 to this task order for additional inspections.

On April 25, 2017, City Council approved Amendments #2, #3, and #4 for additional services to the BNR project and authorized the City Manager to execute the amendments.

On December 12, 2017, City Council approved Amendment #5. The amendment was necessary for additional project support to remedy the failed contractual obligations by the contractor, Brandes Design-Build.

The contractor, Brandes Design-Build, has failed to honor contractual obligations of the Biological Nutrient Removal (BNR) Project. Obligations include construction of a diffuser system, interior lining systems for the BNR basins, light pole installation, and several other tasks as specified in the contract documents. Additional funding is needed for additional project support which is required to remedy the above mentioned project deficiencies and existing concrete surface conditions of the concrete basins.

With guidance from the City Attorney's Office, Brandes Design Build, Inc. was officially informed via "Notice of Default" of failure to perform contractual obligations as specified in the Contract Documents under Bid No. B-13-11-COC. The Bonding Company, Westfield Insurance Company, was informed of the default by Brandes Design Build, Inc. and took over responsibility for the contract. As a result of the default, the City has incurred additional expenses and staff continues to pursue recovery of these expenses. To date, staff has been unsuccessful in recovering all expenses from the Bonding Agency for the additional expenses. Staff will continue to work closely with the City Attorney's Office in recovering all expenses due.

In order to complete the project, Staff is requesting that the City Manager be given authority to execute change orders to the CDM Smith and Brandes Contracts related to this project and amend the project amount for WS1222 as follows:

Additional Required	
CDM Smith	$ 86,975.40
Contingency	$ 325,199.13
Requested Total	$ 412,174.53

Staff is requesting approval of Amendment 6 to Task Order 23 in the amount of $86,975.40 to continue work started under Amendment #5 and increase the contingency amount by $325,199.13 (refer to attached Current Total Project Budget).

Additional work includes services needed to correct deficiencies and services needed for additional surfacing work discovered during remedial efforts. Since the proper surface preparation was not initially completed, it has been discovered during remedial efforts that the existing concrete surfaces require additional mortar. The contingency requested is based on staff's estimate of potential concrete surface preparations that should have been identified during the initial basin preparations. The City is responsible for any excessive concrete removal and the contingency requested is using the actual volume of concrete repair in the equalizer basin and projecting similar rate of repair for the remaining basins.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$412,174.53
Account Number	421-4120-536.63-00, WS1222
Account Name	Infrastructure
Source of Funds:	421-4055-536.63-00, WS18SS
Change Order Amount	$86,975.40
Original Purchase Order Number	71534
Original P.O. Amount	$13.25
Total number of change orders to date	2
Total amount in change orders to date	$123,328.65

PREVIOUS ACTION:

On December 12, 2017, City Council approved Amendment #5 for the construction of a diffuser system, interior lining systems for the BNR basins, light pole installation and several other tasks as specified in the contract documents. The amendment was necessary for additional project support to remedy the failed contractual obligations by the contractor, Brandes Design-Built.

RECOMMENDED MOTION:

To Approve Amendment No. 6 (Change Order #2 to FY18 P.O. 71534) with CDM Smith, Inc. to Provide Additional Project Support Required for the Biological Nutrient Removal (BNR), Project No. WS1222; To Authorize the City Manager to Execute Amendment; To Approve a Resolution Amending the FY18 Budget to Transfer Funds from the Stone Street Corridor Streetscaping, Project No. WS18SS to the BNR Project No. WS1222; To Approve a Resolution to Modify the Previously Adopted Resolution 2013-083 to Adjust the Total Project Amount.

CDM Smith

101 South Hall Lane, Suite 200
Maitland, Florida 32751
tel: 407 660-2552
fax: 407 875-1161

March 26, 2018

Mr. Benjamin M. Hayner, P.E.
Engineering Division Manager
City of Cocoa
375 N. Cocoa Blvd.
Cocoa, Florida 32922

Subject: City of Cocoa – Jerry Sellers Water Reclamation Facility (WRF)
Biological Nutrient Removal (BNR) Improvements Project
Change Order No 5 - Coatings Repair and Replacement and Electrical Inspection

Dear Mr. Hayner:

CDM Smith continues to provide engineering services associated with the closeout of the BNR Improvements project at the Jerry Sellers WRF as a result of the contractor, Brandes Design Build, failing to honor contractual obligations of the project. The bonding company began correcting electrical deficiencies in January 2018. Work is ongoing to correct outstanding electrical deficiencies and replace diffusers. In February 2018 an infrared analysis was performed on the flow equalization basin and two of the BNR basins. Now that the testing is complete, repair or replacement of the coatings should move forward soon. The attached Change Order No. 5 includes six weeks of on-site inspection during the coating repair or replacement, review of submittals and requests for information and coordination with the bonding company and contractors during the repair period.

This change order also includes 40 hours of electrical inspection necessary to correct deficiencies previously identified. This change order also includes a site visit by a senior structural engineer requested to evaluate and recommend repair procedures for exposed rebar and floor seal in the tank.

Thank you for the opportunity to continue to provide these services to the City and please contact me if you have any questions on this project.

Sincerely,



Martin J. Lewis, P.E., BCEE
Project Manager
CDM Smith Inc.

Attachments

TABLE 1
FEE ESTIMATE

Task and Description	Officer	Principal	Senior Professional	Professional II	Professional I	Support Staff	Project Admin	Total Hours	Total Dollars
	□200	□170	□150	□125	□100	□90	□85		
Ta□k 1.1 Meetin□□and Site Vi□it□	2	24	24	0	0	2	2	54	□8,430.00
Ta□k 1.2 Re□ie□ Submittal□, RFI□and Clari□ication□	0	12	24	0	0	2	3	41	□6,075.00
Ta□k 1.3 Electrical In□□ection□	0	40	0	0	0	2	2	44	□7,150.00
Ta□k 1.4 Senior Structural Site Vi□it and E□aluation o□Rebar	12	0	0	0	0	0	2	14	□2,570.00
Other Direct Co□t□									□1,330.00
Out□ide Pro□e□□ional□(Con□ule□)									□67,170.40
Out□ide Pro□e□□ional□(Con□ule□- Credit □or □alue included in CO 4)									-□5,750.00
Total Hours	**2**	**36**	**48**	**0**	**0**	**4**	**5**	**95**	**$86,975.40**

March 14, 2018

Ms. Jennifer Woodall Lyons, P.E
CDM Smith

Via email: lyonsjw@cdmsmith.com

Subject: Quotation to Provide NACE Certified Inspection Services

Dear Ms. Lyons,

Thank you for the opportunity to provide NACE inspection services to CDM Smith regarding the Jerry Sellers Water Reclamation Facility located in Cocoa, FL.

Consulex is a professional engineering firm (FL COA No.27517) specializing in corrosion control and protective coating and lining technologies. We are an SSPC (SSPC: The Society for Protective Coatings) QP5-certified inspection company.

Consulex's proposed rates for the 2018 work season for this project are listed in *Table 1*. An example cost estimate is provided in *Table 2*, attached, for six 10-hr work days per week for 6 weeks, based on the work schedule and required level of effort provided by the client.

Table 1 – Consulex Proposed Rates	
Item	***Rate***
NACE III Certified Coating Inspector	$119.00/hour (Straight Time, 8-hr Day Min)
NACE III Certified Coating Inspector	$158.27/hour (Overtime)
SSPC Certified Protective Coating Specialist	$169.00/hour
Meals & Incidentals	N/A
Lodging	N/A
Hazardous Coatings (i.e. lead or other toxic metals) Fee (when applicable)	$32.00/Day
Mileage (POV or company vehicle)	N/A
Travel Expenses	At cost
Transportation (Rental Vehicle / Uber)	At cost
Miscellaneous Expenses and Consumables	At cost (over $500 approved in advance by client)

The proposed inspector unit rates are composite rates that include the inspector, standard inspection equipment, and daily reports that document inspection results, including any observed issues or concerns. Rates are based on typical shop or field inspection where surfaces are readily accessible. Additional hourly fees may apply for tower climbing or other specialized work.

The hazardous coatings fee applies to maintenance coating projects (involving toxic heavy metals i.e. lead) where potential exposures exceed the regulatory action levels. The fee is not applicable to new construction. The fee covers additional costs associated with employee monitoring and personal protective equipment. This rate assumes that the Client, or others, is responsible for monitoring exposures and providing necessary facilities at the site such as showers or other decontamination measures, when necessary.

Our standard Terms and Conditions are attached as Appendix A. Outlined below are additional terms and conditions related to this proposal:

- A minimum of 8 hours per day will be charged for the coating inspector.
- The overtime rate is charged for any hours worked in excess of 40 hours per week, weekends, and holidays, subject to advance approval from client. There is a 4-hour per day minimum charge for scheduled overtime days.
- A shift differential of 10% will be applied on the inspector straight and overtime billing rates when assigned to a second shift. A second shift is defined as work performed when the majority of the inspector's regularly scheduled non-overtime hours fall between 3 p.m. and 8 a.m.
- An additional fee may apply for any specialized equipment or tests, such as chloride test kits, that may be required by project specifications. These special requirements will be quoted on a case-by-case basis and no costs will be incurred prior to client approval.
- An additional fee may apply for any training that may be required by project specifications or site conditions. These special requirements will be quoted at cost; no additional mark-up will be applied.
- Services are invoiced weekly to simplify tracking of hours and costs. Invoice payment terms are NET 30.
- This proposal is for the full-time inspection of all work in process of a single crew, at a single location, on a single shift. Multiple locations, crews or work shifts will require additional inspectors.
- **Unless agreed otherwise in writing, a worker to inspector ratio shall not exceed 10:1 during work activities. Projects with production crews exceeding 10 workers require multiple inspectors.**

Client or others will be responsible for the following:

- Any required badging or other security requirements necessary to provide Consulex employees and subcontractors full access to the worksite.
- Providing safe access to all work areas (i.e. rigging, scaffolding, aerial lifts, confined space compliance, etc.).
- Lighting and environmental controls (if required).
- Electricity (if required).
- Access to restrooms.
- Parking for vehicles.

Although an example cost estimate is included for budgeting, please note that the inspector has no direct control of project planning, production rates, man-loading, work schedule or other critical factors that determine the number of days required to complete the work. Therefore, we are proposing inspection services to be billed on an hourly rate according to the rate schedule provided in the table above.

We appreciate the opportunity to provide this information and pricing and look forward to working with you. Please call Matt Mills at 321-431-7788 (mobile) if you have any questions or require any additional information. This quotation is valid for 90 days.

Sincerely,
CONSULEX
Patricia L. Walden
Patricia L. Walden
Office Administrator

The information and data contained in this document are confidential and proprietary to Consulex. It is furnished in confidence with the understanding that it will not, without prior written consent of Consulex, be released or disclosed outside of the need-to-know parties within CDM Smith.

TABLE 2 - CONSULEX EXAMPLE COST ESTIMATE

Sellers Water Treatment Plant Equalization Basin and BNR Basin Recoating

TABLE 2 - EXAMPLE COST ESTIMATE BASED ON ONE INSPECTOR WORKING SIX 10-HOUR DAYS PER WEEK FOR 6 WEEKS							
	Item	***Unit***	***Reg Hours***	***OT Hours***	***Rate***	***OT Rate***	***Total***
Sellers Plant							
6 Weeks, Six 10-Hour Days per Week	Level III Inspector	Hours	240	120	$119.00	$158.27	$47,552.40
Inspection Supervision, Report Review, Meeting	SSPC Certified Protective Coating Specialist (PCS)	Hours	72	0	$169.00	N/A	$12,168.00
IR Inspection Support	Level III Inspector	Hours	20	0	$119.00	$158.27	$2,380.00
IR Inspection Support and Reporting	SSPC Certified Protective Coating Specialist (PCS)	Hours	30	0	$169.00	N/A	$5,070.00
EXAMPLE COST ESTIMATE FOR SELLERS							**$67,170.40**

RESOLUTION NO. 2018-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; and

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

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

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

SECTION 1. The 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 14th day of August, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: Utilities/4055 DATE PREPARED: 08/01/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 412,175)	421-4055-536.63-00	WS18SS	Infrastructure	$ 23,333,620	$ 23,416,923	$ 23,004,748	$ 15,417,495
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 412,175)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 412,175	421-4120-536.63-00	WS1222	Infrastructure	$ 3,195,000	$ 3,279,315	$ 3,691,490	$ 3,083,720
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 412,175	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The contractor, Brandes Design-Build, has failed to honor contractual obligations of the Biological Nutrient Removal (BNR) Project. The Bonding Company, Westfield Insurance Company, was informed of the default by Brandes Design Build, Inc. and took over responsibility for the contract. As a result of the default, the City has incurred additional expenses and staff continues to pursue recovery of these expenses. Additional work includes services needed to correct deficiencies and services needed for additional surfacing work discovered during remedial efforts. Agenda File ID #18-325

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/14/18 *RESOLUTION #:* 2018-063

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

8/1/18	Norma Hernandez	8/2/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.08.02 11:05:49 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/1/18	John "Jack" Walsh	8/2/18	Lora Howell Digitally signed by Lora Howell Date: 2018.08.02 14:05:02 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

RESOLUTION NO. 2018-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; MODIFYING PREVIOUSLY ADOPTED RESOLUTION 2013-083 TO AMEND THE CITY MANAGER'S SPENDING AUTHORITY RELATED TO ANY FUTURE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE JERRY SELLERS WATER RECLAMATION FACILITY BIOLOGICAL NUTRIENT REMOVAL (BNR) PROCESS IMPROVEMENTS, PROJECT NO. WS1222 BY INCREASING THE AMOUNT OF THE CONTINGENCY TO $603,099.13 TO BE SET ASIDE FOR TOTAL CHANGE ORDERS AND TO INCREASE THE TOTAL CONTRACT PRICE INCLUSIVE OF THE INCREASED CONTINGENCY FOR THE PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on August 14, 2018, the City Council authorized the City Manager to proceed with the Jerry Sellers Water Reclamation Facility Biological Nutrient Removal (BNR) Process Improvements, Project No. WS1222, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Jerry Sellers Water Reclamation Facility Biological Nutrient Removal (BNR) Process Improvements, Project No. WS1222, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $3,442,475.06 inclusive of a 17.52% contingency in the amount of $603,099.13 set aside for possible change orders, for a total of $3,442,475.06 for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on August 14, 2018.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

CURRENT TOTAL PROJECT BUDGET

WS1222 Budget				
	*Original Contract Amount	**Current Contract Amount	***Additional Required	Total Amended
Brandes	$ 2,779,000.00	$ 2,839,375.93	$ -	$ 2,839,375.93
CDM Smith	$ 71,940.00	$ 164,530.00	$ 86,975.40	$ 251,505.40
Contingency	$ 277,900.00	$ 37,455.91	$ 325,199.13	$ 603,099.13
Totals	$ 3,128,840.00	$ 3,041,361.84	$ 412,174.53	$ 3,693,980.46

-Original Construction Amount Approved by Council for Brandes and Project Contingency ($2,779,000 + $277,900 = $3,056,900)

-Proposed Construction Amount for Council approval for Brandes and Project Contingency ($2,839,375.93 + 603,099.13 = $3,442,475.06)

* Original Approved Amounts by Council Including CDM Contract

**Amended Amounts to Date Including all Change Orders

***Estimated Amount to Complete Project

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Legislation Details (With Text)

File #:	18-326	**Version:**	1	**Name:**	Shoreline Stabilization Full Restoration Project approval
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	7/30/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	

Title: Request authorization to award a multi-year agreement for Shoreline Stabilization Full Restoration project activity under the Continuing Services Agreement for Marine Construction Services to TSI Disaster Recovery, LLC in the amount of $590,390 for Alternate #1 to complete the Lee Wenner Park Shoreline Stabilization Full Restoration project. Approve a task order for Shoreline Stabilization to TSI Disaster Recovery, LLC in the amount of $590,390. Approve a budget resolution to amend the FY2018 budget to move funds from General Fund Balance Reserves to 001-3580-519-63-00 under Project #ES17HI. Approve a change order resolution to authorize the City Manager to approve change orders not to exceed 10% or $59,039 of the award amount. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Budget Resolution FY 2018.pdf
BAF-PW-Shoreline Stabilization (8-14-18)~ Agenda 18-326 - FY18.pdf
Resolution - Project Contingency (ES17HI).pdf
Four quotes for Alternate 1.pdf
Four quotes for Alternate 2.pdf
TSI Continuing Services Agreement - June 2018.pdf
Contingency Tracking Worksheet TSI Disaster Recovery.pdf
050718 Lee Wenner Shoreline Plans.pdf
ISS Shoreline Restoration Alternate 1 and 2 Scope of Work.pdf
ISS Shoreline Restoration Addendum 1 Scope of Work.pdf
TO Shoreline.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2018
Agenda Date: August 14, 2018
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Request authorization to award a multi-year agreement for Shoreline Stabilization Full Restoration project activity under the Continuing Services Agreement for Marine Construction Services to TSI Disaster Recovery, LLC in the amount of $590,390 for Alternate #1 to complete the Lee Wenner Park Shoreline Stabilization Full Restoration project. Approve a task order for Shoreline Stabilization to TSI Disaster Recovery, LLC in the amount of $590,390. Approve a budget resolution to amend the FY2018 budget to move funds from General Fund Balance Reserves to 001-3580-519-63-00 under

Project #ES17HI. Approve a change order resolution to authorize the City Manager to approve change orders not to exceed 10% or $59,039 of the award amount.

BACKGROUND:

After Hurricane Irma passed through Brevard County in September 2017, the shoreline of Cocoa's Lee Wenner Park and surrounding areas were significantly damaged by erosion and debris. While the land based property sustained minimal damage, the waterfront parks were severely impacted by the strong tropical force winds and heavy rains. The City made temporary repairs to ensure public safety in order to reopen Lee Wenner Park to visitors and boaters that frequent the park as a travel destination along the Indian River Lagoon. Among those repairs was a minimal shoreline stabilization effort to stop further erosion, repairs to sidewalks, repairs to the boat launch area and securing the walkway and rails between Lee Wenner Park and Riverfront Park. These repairs were made for the safety of the visitors as Lee Wenner Park was the only park open in the Central Brevard area for recreational and commercial boat access.

The City, recognizing the need for additional marine construction services, went out for RFQ to establish a list of experienced marine contractors capable of completing the necessary and extensive work to the waterfront in order for Cocoa to reopen fully to all boating visitors. At the June 12, 2018 Council meeting, four (4) firms were selected under Continuing Services Agreement for Professional Marine Construction Services (RFQ# Q-18-15-COC).

- UESI
- Rush Marine, LLC
- C&D Construction
- TSI Disaster Recovery, LLC

Upon successful negotiation of contracts with each of these firms, the City requested bids from each contractor to complete the full shoreline restoration project as it was prior to hurricane Irma (Alternate 2) and an enhanced more resilient restoration (Alternate 1). The driving force for an enhanced version of the shoreline is to protect from future storm events especially when considering the significant improvements the Cocoa CRA contemplates in their 2018 Waterfront Master Plan Update.

Infrastructure Solution Services, Inc. (ISS) developed the Scope of Work for the request. The Scope of Work was divided into Alternate 1 and Alternate 2, with the City Staff to decide which Alternate to choose based on the lowest possible quote from the contractors.

Scope of Work-Alternate 1 (Enhanced)

- Install (2) turbidity barriers and erosion control devices per BMP plan.
- Removal and disposal of existing trees and brush located in existing riprap revetment. All mangrove trees to remain.
- Removal and disposal of existing riprap revetment from existing boat ramp to the west and existing fishing pier to the east.
- Removal and disposal of existing sidewalk abutting existing riprap revetment.
- Regrade existing shoreline to a max of 2:1 slope from existing top of bank to toe of slope.
- Place nonwoven geotextile in areas listed on the plans.
- Place 4,000 tons of bedding stone per the plans.
- Place new riprap revetment over bedding stone to attain proposed section depth.
- Replace sidewalk per plan.

powered by Legistar™

- Sod all disturbed areas.

Scope of Work-Alternate 2 (Restore)
Alternate 2 is identical to Alternate 1 except the amount of stone tonage is decreased.

Infrastructure Solution Services estimated the construction costs of Alternative 1 at $819,000.00 and Alternative 2 at $488,600.00.

Contractor	Alternative 1(Enhanced)	Alternative 2 (Restore)
TSI Disaster Recovery, LLC	$590,390.00	$384,459.00
Rush Marine	$812,848.50	$646,821.50
C & D Construction	$818,992.00	$666,014.00
UESI	$1,201,099.00	$1,114,580.00

Four (4) quotes were received by Public Works Staff on July 25, 2018. Upon review of the quotes by staff, it was determined that TSI Disaster Recovery, LLC was the lowest bidder for Alternate 1 in the amount of $590,390. All quotes provided by the contractors are attached. Staff recommends using TSI Disaster Recovery, LLC and requests that a Task Order be approved in the amount of $590,390 to begin the project.

Staff requests Council authorization of a Budget Resolution to amend the FY2018 Budget with a Budget Amendment to move funds in the amount of $375,000 from Fund Balance Reserves to 001-3580-519-63-00. This will provide the necessary funding for the anticipated construction progress for FY2018. Finance will add the remaining project funds to the FY2019 budget and pending Council approval, will be available beginning October 1.

This project will span two fiscal years (FY2018 and FY2019). Because of this, the contractor has agreed to complete a portion of the project prior to September 30 and the remaining project after October 1. An estimated cost was established by the contractor in the amount of $375,000 for work completed prior to September 30 and an amount of $274,429 after October 1. The FY2019 amount includes the 10% contingency in the event a change order is necessary during the project. Public Works Staff will generate a FY2018 purchase requisition upon Council approval for $375,000. In FY2019, Public Works Staff will generate a purchase requisition in the amount of $215,390. In the event a change order is necessary, staff will prepare a change order not to exceed $59,039. Staff requests authorization to proceed with a multi-year purchase agreement with TSI Disaster Recovery, LLC.

Staff requests Council authorization of a Change Order Resolution to allow the City Manager to approve change orders not to exceed 10% or $59,039.

Additional funds budgeted for FY2019 will include the Engineering Construction Management services provided by ISS. Costs for this have not been determined at this time, but it is anticipated to be approximately $25,000 and is included in the Budgetary Impact for FY19 listed below.

Upon completion of the shoreline stabilization project, the City will embark on additional construction projects to rebuild the T-Dock and Day Slips destroyed by Hurricane Irma.

Anticipated FEMA Reimbursement:

FEMA has indicated the entire project is eligible for reimbursement at a 75% rate and the state share at 12.5 %, leaving the remaining 12.5% share as the City's costs. FEMA will only reimburse the funds expended to restore the shoreline to its former condition. Staff is recommending approval of Alternative 1 to ensure future protection from storm events. FEMA will provide a 75% share beyond the original cost to make improvements that would provide an enhanced level of resiliency (mitigation).

Alternative 2 (Restore)	**FEMA 75%**	**Florida 12.5%**	**Cocoa Share 12.5%**
$384,459.00	$288,344.25	$48,057.38	$48,057.38

With FEMA Mitigation

Alternative 1 (Enhanced)	**Cost of Mitigation (Alternative 1 minus Alternative 2**	**FEMA 75%**	**Florida 0%**	**Cocoa Share 25%**
$590,390.00	$205,931.00	$154,448.25	$0	$51,482.75

Total Anticipated FEMA Reimbursement: $442,792.50
Total Anticipated Florida Reimbursement: $48,057.38
Total Anticipated Cocoa Cost: $99,540.13

The estimated cost does not include the potential contingency ($59,039.00) or the potential construction inspection services ($25,000) costs, all of which are reimbursable from FEMA (75%) and the state (12.5%). The cost already incurred for the engineered plans is approximately $19,000.

STRATEGIC PLAN CONNECTION:

This project will improve the image and increase the economic development opportunities for the City. It will also improve the quality of life by ensuring current recreational amenities are available for future generations.

BUDGETARY IMPACT:

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

FY2018

Amount Requested $ 375,000
Account Number 001-0000-389-99-10
Account Name General Fund Balance Reserves

Amount Requested $ 375,000
Account Number _001-3580-519-63-00
Account Name _Capital Projects - Infrastructure
Project Number _ES17HI

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
_x__ Reserves Source: General Fund Balance Reserves
____ Transfer Acct #:_

FY2019
Budgeted in 001-3580-519-63-00 pending Council approval.

Amount Requested $ 300,000
Account Number _001-3580-519-63-00
Account Name _Capital Projects - Infrastructure
Project Number _ES17HI

PREVIOUS ACTION:

June 12, 2018 Council meeting, Item # V.2 (Approve ranking of Professional Marine Construction Services).

RECOMMENDED MOTION:
Request authorization to award a multi-year agreement for Shoreline Stabilization Full Restoration project activity under the Continuing Services Agreement for Marine Construction Services to TSI Disaster Recovery, LLC in the amount of $590,390 for Alternate #1 to complete the Lee Wenner Park Shoreline Stabilization Full Restoration project. Approve a task order for Shoreline Stabilization to TSI Disaster Recovery, LLC in the amount of $590,390. Approve a budget resolution to amend the FY2018 budget to move funds from Fund Balance Reserves to 001-3580-519-63-00 under Project #ES17HI. Approve a change order resolution to authorize the City Manager to approve change orders not to exceed 10% or $59,039 of the award amount.

RESOLUTION NO. 2018-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; and

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

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

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

SECTION 1. The 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of August, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3580 | DATE PREPARED: 07/27/18

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 375,000	001-0000-389.99-50		Fund Balance Reserves	$ 4,585,949	$ 5,066,319	$ 5,441,319	$ 5,441,319
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 375,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 375,000	001-3580-519.63-00	ES17HI	Infrastructure	$ 0	$ 32,100	$ 407,100	$ 375,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 375,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Move money from Fund Balance Reserves into Capital Projects Infrastructure account for the Shoreline Stabilization Project. The agenda for this item is going to council on August 14th, 2019. Agenda 18-326

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/14/18 *RESOLUTION #:* 2018-065

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

7/17/18	Cheryl Meisenzahl	7/30/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.07.30 14:07:12 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/30/18	Everett J. Wegerif	7/30/18	Lora Howell Digitally signed by Lora Howell Date: 2018.07.30 14:39:33 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

RESOLUTION NO. 2018-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT WITH TSI DISASTER RECOVERY LLC AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE SHORELINE STABILIZATION FULL RESTORATION PROJECT (ES17HI) IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED ($675,000) FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE (10% OR $59,390) CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on August 14, 2018, the City Council authorized the City Manager to proceed with the Shoreline Stabilization Full Restoration Project (ES17HI) subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Shoreline Stabilization Full Restoration Project (ES17HI), provided the total amount of approved change orders and any additional service contracts do not cause the budget to exceed the total $675,000 budgeted by the City Council for the project inclusive of the 10% ($59,390) contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on August 14, 2018.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Lee Wenner Shoreline Stabilization Partial Restoration Alternate I
Bid Form

Contractor shall be paid at the unit price bid for the actual quantities constructed

	Item	Quantity	Units	Unit Price	Total
	Mobilization				
1	Mobilization	1	LS	$ 38,000.00	$ 38,000.00
	Demolition				
2	Clearing and De-Grubbing	2600	SY	$ 3.10	$ 8,060.00
	Erosion Control & Monitoring				
3	Erosion Control - Inlet/Drain Protection	4	EA	$ 300.00	$ 1,200.00
4	Erosion Control - Turbidity Barrier	2000	LF	$ 9.00	$ 18,000.00
5	Erosion Control - Silt Fence	750	EA	$ 1.00	$ 750.00
	Earthwork				
6	Excavation, Grading and Fill	1	LS	$ 12,000.00	$ 12,000.00
	Armor Stone				
7	New Stone R-7 Gradation	4400	Ton	$ 70.00	$ 308,000.00
8	New Stone Freight	4400	Ton	$ 10.00	$ 44,000.00
9	New Stone Placement by Contractor	4400	Ton	$ 10.00	$ 44,000.00
10	Remove & Dispose of Existing Rip-Rap	1	LS	$ 22,000.00	$ 22,000.00
	Geotextile and Bedding Stone				
11	Bedding Stone Cost & Installation	560	Ton	$ 100.00	$ 56,000.00
12	Filter Fabric Material	3150	SY	$ 1.00	$ 3,150.00
13	Filter Fabric Installation	3150	SY	$ 1.00	$ 3,150.00
	Miscellaneous				
14	Sidewalk, Fiber-Reinforced 4"	580	SY	$ 46.55	$ 26,999.00
15	Sod	1000	SY	$ 5.00	$ 5,000.00
				Total Bid	$ 590,390.00

TSI Disaster Recovery, LLC
1311 Indiana Avenue
St. Cloud, FL
CGC1520173

7/25/2018

COC010 - Shoreline Restoration
Page 3

RUSH MARINE, LLC RESPONSE

Lee Wenner Shoreline Stabilization Partial Restoration Alternate I
Bid Form

Contractor shall be paid at the unit price bid for the actual quantities constructed

	Item	Quantity	Units	Unit Price	Total
	Mobilization				
1	Mobilization	1	LS	$ 142,347.00	$ 142,347.00
	Demolition				
2	Clearing and De-Grubbing	2600	SY	$ 5.15	$ 13,390.00
	Erosion Control & Monitoring				
3	Erosion Control - Inlet/Drain Protection	4	EA	$ 267.50	$ 1,070.00
4	Erosion Control - Turbidity Barrier	2000	LF	$ 14.98	$ 29,960.00
5	Erosion Control - Silt Fence	750	EA	$ 3.21	$ 2,407.50
	Earthwork				
6	Excavation, Grading and Fill	1	LS	$ 30,495.00	$ 30,495.00
	Armor Stone				
7	New Stone R-7 Gradation	4400	Ton	$ 66.40	$ 292,160.00
8	New Stone Freight	4400	Ton	$ 8.56	$ 37,664.00
9	New Stone Placement by Contractor	4400	Ton	$ 25.76	$ 113,344.00
10	Remove & Dispose of Existing Rip-Rap	1	LS	$ 20,330.00	$ 20,330.00
	Geotextile and Bedding Stone				
11	Bedding Stone Cost & Installation	560	Ton	$ 90.63	$ 50,752.80
12	Filter Fabric Material	3150	SY	$ 1.99	$ 6,268.50
13	Filter Fabric Installation	3150	SY	$ 15.19	$ 47,848.50
	Miscellaneous				
14	Sidewalk, Fiber-Reinforced 4"	580	SY	$ 36.14	$ 20,961.20
15	Sod	1000	SY	$ 3.85	$ 3,850.00
				TOTAL BID	$ 812,848.50

C&D Construction

Lee Wenner Shoreline Stabilization Partial Restoration Alternate I
Bid Form

Contractor shall be paid at the unit price bid for the actual quantities constructed

	Item	Quantity	Units	Unit Price	Total
	Mobilization				
1	Mobilization	1	LS	$ 60,000.00	$ 60,000.00
	Demolition				
2	Clearing and De-Grubbing	2600	SY	$ 6.25	$ 16,250.00
	Erosion Control & Monitoring				
3	Erosion Control - Inlet/Drain Protection	4	EA	$ 275.00	$ 1,100.00
4	Erosion Control - Turbidity Barrier	2000	LF	$ 19.50	$ 39,000.00
5	Erosion Control - Silt Fence	750	EA	$ 3.30	$ 2,475.00
	Earthwork				
6	Excavation, Grading and Fill	1	LS	$ 39,000.00	$ 39,000.00
	Armor Stone				
7	New Stone R-7 Gradation	4400	Ton	$ 68.00	$ 299,200.00
8	New Stone Freight	4400	Ton	$ 17.30	$ 76,120.00
9	New Stone Placement by Contractor	4400	Ton	$ 22.60	$ 99,440.00
10	Remove & Dispose of Existing Rip-Rap	1	LS	$ 20,000.00	$ 20,000.00
	Geotextile and Bedding Stone				
11	Bedding Stone Cost & Installation	560	Ton	$ 71.70	$ 40,152.00
12	Filter Fabric Material	3150	SY	$ 9.00	$ 28,350.00
13	Filter Fabric Installation	3150	SY	$ 17.50	$ 55,125.00
	Miscellaneous				
14	Sidewalk, Fiber-Reinforced 4"	580	SY	$ 66.00	$ 38,280.00
15	Sod	1000	SY	$ 4.50	$ 4,500.00
				Total Bid	$ 818,992.00

UESI

Lee Wenner Shoreline Stabilization Partial Restoration Alternate I
Bid Form

Contractor shall be paid at the unit price bid for the actual quantities constructed

	Item	Quantity	Units	Unit Price	Total
	Mobilization				
1	Mobilization	1	LS	$ 41,280.00	$ 41,280.00
	Demolition				
2	Clearing and De-Grubbing	2600	SY	$ 13.00	$ 33,800.00
	Erosion Control & Monitoring				
3	Erosion Control - Inlet/Drain Protection	4	EA	$ 100.00	$ 400.00
4	Erosion Control - Turbidity Barrier	2000	LF	$ 17.00	$ 34,000.00
5	Erosion Control - Silt Fence	750	EA	$ 4.00	$ 3,000.00
	Earthwork				
6	Excavation, Grading and Fill	1	LS	$ 82,991.00	$ 82,991.00
	Armor Stone				
7	New Stone R-7 Gradation	4400	Ton	$ 72.60	$ 319,440.00
8	New Stone Freight	4400	Ton	$ 14.10	$ 62,040.00
9	New Stone Placement by Contractor	4400	Ton	$ 47.50	$ 209,000.00
10	Remove & Dispose of Existing Rip-Rap	1	LS	$281,781.00	$ 281,781.00
	Geotextile and Bedding Stone				
11	Bedding Stone Cost & Installation	560	Ton	$ 42.60	$ 23,856.00
12	Filter Fabric Material	3150	SY	$ 3.00	$ 9,450.00
13	Filter Fabric Installation	3150	SY	$ 23.00	$ 72,450.00
	Miscellaneous				
14	Sidewalk, Fiber-Reinforced 4"	580	SY	$ 37.95	$ 22,011.00
15	Sod	1000	SY	$ 5.60	$ 5,600.00
				Total Bid	$1,201,099.00

UESI

Lee Wenner Shoreline Stabilization Partial Restoration Alternate II
Bid Form

Contractor shall be paid at the unit price bid for the actual quantities constructed

	Item	Quantity	Units	Unit Price	Total
	Mobilization				
1	Mobilization	1	LS	$39,200.00	$ 39,200.00
	Demolition				
2	Clearing and De-Grubbing	2600	SY	$ 13.00	$ 33,800.00
	Erosion Control & Monitoring				
3	Erosion Control - Inlet/Drain Protection	4	EA	$100.00	$ 400.00
4	Erosion Control - Turbidity Barrier	2000	LF	$ 17.00	$ 34,000.00
5	Erosion Control - Silt Fence	750	EA	$ 4.00	$ 3,000.00
	Earthwork				
6	Excavation and Grading	1	LS	$82,991.00	$82,991.00
	Armor Stone				
7	New Stone R-7 Gradation	2500	Ton	$72.60	$181,500.00
8	New Stone Freight	2500	Ton	$ 15.60	$ 39,000.00
9	New Stone Placement by Contractor	2500	Ton	$ 49.75	$124,375.00
10	Re-installation of Existing Rip-Rap	1	LS	$442,947.00	$442,947.00
	Geotextile and Bedding Stone				
11	Bedding Stone Cost & Installation	560	Ton	$ 42.60	$ 23,856.00
12	Filter Fabric Material	3150	SY	$ 3.00	$ 9,450.00
13	Filter Fabric Installation	3150	SY	$23.00	$ 72,450.00
	Miscellaneous				
14	Sidewalk, Fiber-Reinforced 4"	580	SY	$ 37.95	$ 22,011.00
15	Sod	1000	SY	$ 5.60	$ 5,600.00
				Total	$1,114,580.00

Alternate II Bid Form - Revised as part of Addendum I

COC010 - Shoreline Restoration
Page 5

RUSH MARINE, LLC RESPONSE

Lee Wenner Shoreline Stabilization Partial Restoration Alternate II
Bid Form

Contractor shall be paid at the unit price bid for the actual quantities constructed

	Item	Quantity	Units	Unit Price	Total
	Mobilization				
1	Mobilization	1	LS	$ 139,109.00	$ 139,109.00
	Demolition				
2	Clearing and De-Grubbing	2600	SY	$ 5.15	$ 13,390.00
	Erosion Control & Monitoring				
3	Erosion Control - Inlet/Drain Protection	4	EA	$ 267.50	$ 1,070.00
4	Erosion Control - Turbidity Barrier	2000	LF	$ 14.98	$ 29,960.00
5	Erosion Control - Silt Fence	750	EA	$ 3.21	$ 2,407.50
	Earthwork				
6	Excavation & Grading	1	LS	$ 30,495.00	$ 30,495.00
	Armor Stone				
7	New Stone R-7 Gradation	2500	Ton	$ 66.40	$ 166,000.00
8	New Stone Freight	2500	Ton	$ 8.56	$ 21,400.00
9	New Stone Placement by Contractor	2500	Ton	$ 25.75	$ 64,375.00
10	Re-installation of Existing Rip-Rap	1	LS	$ 48,934.00	$ 48,934.00
	Geotextile and Bedding Stone				
11	Bedding Stone Cost & Installation	560	Ton	$ 90.63	$ 50,752.80
12	Filter Fabric Material	3150	SY	$ 1.99	$ 6,268.50
13	Filter Fabric Installation	3150	SY	$ 15.19	$ 47,848.50
	Miscellaneous				
14	Sidewalk, Fiber-Reinforced 4"	580	SY	$ 36.14	$ 20,961.20
15	Sod	1000	SY	$ 3.85	$ 3,850.00
				TOTAL BID	$ 646,821.50

Lee Wenner Shoreline Stabilization Partial Restoration Alternate II
Bid Form

Contractor shall be paid at the unit price bid for the actual quantities constructed

	Item	Quantity	Units	Unit Price	Total
	Mobilization				
1	Mobilization	1	LS	$ 25,150.00	$ 25,150.00
	Demolition				
2	Clearing and De-Grubbing	2600	SY	$ 3.10	$ 8,060.00
	Erosion Control & Monitoring				
3	Erosion Control - Inlet/Drain Protection	4	EA	$ 300.00	$ 1,200.00
4	Erosion Control - Turbidity Barrier	2000	LF	$ 9.00	$ 18,000.00
5	Erosion Control - Silt Fence	750	EA	$ 1.00	$ 750.00
	Earthwork				
6	Excavation and Grading	1	LS	$ 12,000.00	$ 12,000.00
	Armor Stone				
7	New Stone R-7 Gradation	2500	Ton	$ 70.00	$ 175,000.00
8	New Stone Freight	2500	Ton	$ 10.00	$ 25,000.00
9	New Stone Placement by Contractor	2500	Ton	$ 10.00	$ 25,000.00
10	Re-installation of Existing Rip-Rap	1	LS	$	$
	Geotextile and Bedding Stone				
11	Bedding Stone Cost & Installation	560	Ton	$ 100.00	$ 56,000.00
12	Filter Fabric Material	3150	SY	$ 1.00	$ 3,150.00
13	Filter Fabric Installation	3150	SY	$ 1.00	$ 3,150.00
	Miscellaneous				
14	Sidewalk, Fiber-Reinforced 4"	580	SY	$ 46.55	$ 26,999.00
15	Sod	1000	SY	$ 5.00	$ 5,000.00
				Total	$ 384,459.00

TSI Disaster Recovery, LLC
1311 Indiana Avenue
Saint Cloud, FL 34769
CGC1520173

7/25/2018

C+D CONSTRUCTION

Lee Wenner Shoreline Stabilization Partial Restoration Alternate II
Bid Form

Contractor shall be paid at the unit price bid for the actual quantities constructed

	Item	Quantity	Units	Unit Price	Total
	Mobilization				
1	Mobilization	1	LS	$ 60,000.00	$ 60,000.00
	Demolition				
2	Clearing and De-Grubbing	2600	SY	$ 6.25	$ 16,250.00
	Erosion Control & Monitoring				
3	Erosion Control - Inlet/Drain Protection	4	EA	$ 275.00	$ 1,100.00
4	Erosion Control - Turbidity Barrier	2000	LF	$ 19.50	$ 39,000.00
5	Erosion Control - Silt Fence	750	EA	$ 3.30	$ 2,475.00
	Earthwork				
6	Excavation and Grading	1	LS	$ 39,000.00	$ 39,000.00
	Armor Stone				
7	New Stone R-7 Gradation	2500	Ton	$ 68.00	$ 170,000.00
8	New Stone Freight	2500	Ton	$ 17.65	$ 44,125.00
9	New Stone Placement by Contractor	2500	Ton	$ 29.00	$ 72,500.00
10	Re-installation of Existing Rip-Rap	1	LS	$ 55,157.00	$ 55,157.00
	Geotextile and Bedding Stone				
11	Bedding Stone Cost & Installation	560	Ton	$ 71.70	$ 40,152.00
12	Filter Fabric Material	3150	SY	$ 9.00	$ 28,350.00
13	Filter Fabric Installation	3150	SY	$ 17.50	$ 55,125.00
	Miscellaneous				
14	Sidewalk, Fiber-Reinforced 4"	580	SY	$ 66.00	$ 38,280.00
15	Sod	1000	SY	$ 4.50	$ 4,500.00
				Total	$ 666,014.00

CONTINUING SERVICES AGREEMENT
FOR MARINE CONSTRUCTION SERVICES AGREEMENT

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 28th day of June 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **TSI Disaster Recovery, LLC**, a Florida Limited Liability Company ("Contractor"), whose principal address 1311 Indiana Avenue, Saint Cloud, Florida 34769.

WITNESSETH:

WHEREAS, City desires to obtain specialized marine construction services and related services on facilities and property owned or operated by the City, from time to time, on a project or task based basis subject to deadlines mutually agreed to by the parties; and

WHEREAS, the City issued its Request for Qualifications, RFQ #Q-18-15-COC on April 23, 2018, to solicit submissions of qualified respondents for the City's desired marine construction services; and

WHEREAS, Contractor participated in the selection and negotiation process; and

WHEREAS, Contractor is willing to provide such marine construction services to the City under the terms and conditions stated herein; and

WHEREAS, the City is willing to place Contractor on its list of pre-approved marine construction contractors for the potential of providing marine construction services to the City in the future; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Contractor to provide the marine construction services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Contractor" shall mean TSI Disaster Recovery, LLC, a Florida Limited Liability Company, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor's independent contractors and subcontractors which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Contractor under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Contractor to perform marine construction services on a "task" basis. The City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. If a site visit by the Contractor is needed to generate the scope of document, the Contractor shall request approval prior to visiting the site. The Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the Lump Sum Fee shall consist of a list of major tasks and sub-tasks as well as a breakdown as to the anticipated hours for all work to be performed. The Task Proposal shall include a detailed breakdown of hourly rates and fees for all Contractor work. The Task Proposal shall include names and dollar value of work provided by sub-contractors. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or

informal competitive bid process before approving or disapproving any Task Proposal. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement.

The City will review the Task Proposal, along with any other task proposals submitted to the City for the proposed by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Contractor through a Task Order may include a variety of specialized marine services. Services to be provided will include, but are not limited to, the services described in the Scope of Services in the attached **Exhibit "A."** The Contractor shall appoint one of its employees as the key contact for the project and the related Task Proposal.

The City will issue a notice to proceed to the Contractor in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Contractor shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other marine construction services firms to provide professional marine construction services. The City does not guarantee that work will be assigned to the Contractor under this Agreement. The Contractor and other selected marine construction services providers shall be notified of and compete for work tasks associated with maintenance activities as well as for construction of elements of the City's future Riverfront Master Plan.

2.3 Individual construction projects under this Agreement shall not exceed $2 Million.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Contractor will negotiate any change in total cost or schedule modifications. If the City and the Contractor approve any change, the Task Order will be modified in writing to reflect the changes; and Contractor shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Contractor's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Contractor fall behind the agreed upon

schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Contractor without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

5.1 General Services. For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Witness Services. For witness or expert services rendered by Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Contractor or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.3 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1 and 5.2 above, City agrees to pay Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

5.4 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Contractor.

5.5 Additional fees not allowable. The Parties agree that the Services required are adequately described herein and shall be adequately described in all Task Orders. This Agreement includes, and all Task Orders must include, the entire effort required of the Contractor to provide the Services described. Thus, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. No out-of-scope Services or expenses shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the Agreement. Additionally, the City shall not pay a retainer or similar fee.

5.6 Local Government Prompt Payment Act. The City shall make payments due

and payable in accordance with the Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department.

5.7 Errors and Deficiencies. Contractor shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Contractor's services provided under this Agreement.

5.8 Payment Offsets. To the extent that Contractor owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Contractor for any money owed to the City by Contractor.

5.9 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Contractor shall remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor's performance of any services provided under this Agreement.

5.10 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Contractor, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Contractor shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Contractor's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.11 Acceptance of Payment. Acceptance of final payment by the Contractor for a specific Task Order shall constitute a release of all claims for payment which the Contractor may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Contractor prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Contractor or to any remedies the City may pursue with respect to such claims.

5.12 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Contractor, the Contractor agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Contractor for any claims relating to the validity of a finding by the City of overpayment.

5.13 Partial Payments. Payment made to the Contractor shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the

same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Contractor of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

5.14 Invoices to include City Purchase Order Number. All invoices shall clearly indicate the city purchase order number.

5.15 Invoices to be sent to Accounts Payable. All invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Contractor.

6.2 No inspection, review, or observation shall relieve Contractor of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Contractor shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **General Liability.** The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00 unless a higher deductible is pre-approved by the City Manager, to protect the Contractor from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Contractor or by anyone directly employed by or contracting with the Contractor.

b. **Automobile Liability.** The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

c. **Environmental Impairment Insurance Minimum Requirements.** To the extent applicable to the Contractor, the Contractor shall maintain Environmental Impairment Insurance or "Pollution Insurance" if the Contractor may provide excavation or construction type services and will be locating portable fuel or lubricant storage tanks at the job site or will be storing or using hazardous chemicals on the job site, with a limit of not less than $1,000,000.00 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun.

Contractor shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

d. **Workers' Compensation.** The Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

e. **Federal Longshore and Harbor Workers' Compensation Act, and Jones Act.** To the extent applicable to the Contractor, the Contractor shall maintain coverage in accordance with both the federal Longshore and Harbor Worker's Compensation Act (LHWCA), and the federal Jones Act, on behalf of all employees who are to provide a service under this Agreement. Longshore and Harbor Worker's Compensation Act coverage addresses and includes all personnel subject to the provisions of the U.S. Longshore and Harbor Worker's Compensation Act. Contractor shall provide USH&L (U.S. Longshore and Harbor Worker's Compensation Act) insurance as is applicable. Jones Act insurance addresses and includes all personnel subject to the provisions of the federal Jones Act. Contractor shall provide such insurance coverage as is applicable. It is the responsibility of the Contractor to ensure that appropriate coverage and limits

of insurance are purchased to provide for all personnel subject to these acts and shall carry coverage in accordance with statutory limits.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. All Certificates of Insurance shall be approved by the City prior to the commencement of any work. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City prior to the renewal, non-renewal, cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in section 10.1.a., l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 Subcontractors. All subcontractors employed by Contractor to perform any services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound marine construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Contractor shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Contractor's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Contractor shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of subcontractors or consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Contractor's designated representative shall have the authority to act on Contractor's behalf with respect to the Services. In addition, Contractor's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Contractor's professional judgment with respect to the Services. The Contractor shall review laws, codes, and regulations applicable to Contractor's Services. The Contractor's services and design shall comply with all applicable requirements imposed by all public authorities. The Contractor represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City

under this Agreement. Unless this Agreement is terminated by the City, or terminated by Contractor for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Contractor shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Contractor represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Contractor shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Contractor may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Contractor 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 Contractor related, directly or indirectly, 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 the Contractor. 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 Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor 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. Contractor 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, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Contractor 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. 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 Contractor of the request and the Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if the Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Contractor acknowledges that if a civil action is filed against the Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor 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 Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor 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 the Contractor 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 Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. 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 Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Contractor

and its independent contractors or subcontractors pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Contractor.

15.0 ASSIGNMENT

15.1 Contractor shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Contractor for any Work required under this Agreement shall require prior written approval from the City. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

15.2 If, upon receiving written approval from City, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Contractor, and any approved sub-contractors, shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and rescind or suspend all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material convenient or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written

notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the default, provided the Contractor promptly takes and diligently pursues such actions as are necessary therefor.

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

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

d. Contractor has committed any act of fraud upon or any unlawful act against the City or another party.

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City reserves the right, in its best interest as determined by the City, to terminate the Agreement, without penalty, for convenience by providing the Contractor with thirty (30) days' written notice thereof.

18.2 In addition, the City shall have the right to terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Section 17.0; (b) Contractor fails to comply with any condition or provision of this Agreement; or (c) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.3 In the event of termination of this Agreement, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work completed to the satisfaction of the City prior to the effective date of termination. The City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Agreement, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of termination, any completed Services performed by the Contractor under the Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the

Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Contractor's workforce); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 TRADE SECRETS

20.1 Contractor should not send or provide trade secrets to the City. If, however, trade secrets are claimed by Contractors, they will not be considered as trade secrets until the City is presented with the alleged trade secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If Contractors fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information.

21.0 GOVERNING LAW & VENUE

21.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22.0 HEADINGS

22.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

23.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

24.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

25.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

26.0 PROHIBITION AGAINST CONTINGENT FEES

26.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27.0 ENTIRE AGREEMENT

27.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 NO JOINT VENTURE

28.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29.0 ATTORNEY'S FEES

29.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

30.0 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31.0 DRAFTING

31.1 City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

32.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Contractor:

TSI Disaster Recovery, LLC
1311 Indiana Avenue
Saint Cloud, Florida 34769
Attention: Henry Elmore
(407) 891-8005 Phone
( ) - Fax

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8688 Phone
(321)433-8698 Fax

32.2 Either party may change the notice address by providing the other party written notice of the change.

33.0 SOVEREIGN IMMUNITY.

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

that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY CONTRACTOR

34.1 Contractor hereby represents and warrants to the City the following:

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

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

35.0 INDEMNIFICATION

35.1 Contractor shall defend, indemnify and hold the City, its officers, agents, officials, representatives, employees, volunteers, and city attorneys (individually and in their official capacity) (hereinafter the "City"), harmless from any and all liability, loss, damages, expenses, injuries (including death), costs, claims or actions, of any type, including, but not limited to, reasonable attorney's fees in any legal proceeding through trial or appeal, which the City may hereafter sustain, incur or be required to pay, arising out of or resulting from any acts, errors or omissions of the Contractor, its agents, vendors, contractors, subcontractors, representatives, servants, or employees and persons utilized by the Contractor in the execution, performance, or nonperformance or failure to adequately perform Contractor's obligations pursuant to this Agreement, or for breach of, this Agreement or any Task Order or any subsequent amendments thereto.

The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its officers, employees, and city attorneys which may covered by this indemnification. In all events the City and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

35.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the

knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Contractor to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 33.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36.0 BONDS.

36.1 To the extent deemed necessary and required by the City or by law, Contractor shall supply a materials, performance and payment bond(s) in form approved by the City's City Attorney and in accordance with Florida law and in an amount specified in any Task Order.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA, FLORIDA

By: _____
Henry U. Parrish, III, Mayor

ATTEST:

By: _____
Carie Stealy, City Clerk

CONTRACTOR:

TSI DISASTER RECOVERY, LLC

By: _____

Print Name/Title: Henry W Elmore, Member

EXHIBIT "A"

SCOPE OF SERVICES

MARINE CONSTRUCTION SERVICES AGREEMENT

The Scope of Services to be provided will include, but is not limited to, the following tasks and certain specific projects:

- Routine shoreline debris removal as needed
- Emergency Shoreline cleanup after storm event
- Shoreline restoration including placing Geotextile fabric, installation of filter and armoring stone
- Installation and maintenance of Living Shorelines
- Marine Dock Construction (Timber, Concrete, other)
- Dock Repair and Reconstruction
- Bulkhead and Seawall Repair and Construction
- Underwater inspection of marine structures
- Above-water inspection of marine structures
- Dredging, removal and disposal of underwater spoil and debris
- Derelict Vessel removal and storage
- Installation of Turbidity Measures and emergency spill response
- Associated environmental permitting and survey service

Purchase Order/Contingency Tracking - TSI Disaster Recovery LLC

REQ	PO#	DEPT	AMOUNT	CONTINGENCY REMAINING
		3580	**$590,390.00**	**$59,039.00**

PRELIMINARY PLANS
LEE WENNER PARK SHORELINE STABILIZATION
FOR
COCOA FLORIDA

CITY COUNCIL

HENRY U. PARRISH III	MAYOR
JERI BLANCO	DEPUTY MAYOR
CLARENCE WHIPPLE, JR.	COUNCIL MEMBER
BRENDA WARNER	COUNCIL MEMBER
DON BOISVERT	COUNCIL MEMBER

INDEX OF SHEETS

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4	C-02	EXISTING CONDITIONS WEST
5	C-03	EXISTING CONDITIONS EAST
6	C-04	BEST MANAGEMENT PRACTICES PLAN
7	C-O5	BEST MANAGEMENT PRACTICES DETAILS
8	C-06	CLEARING PLAN
9	C-07	SHORELINE STABILIZATION WEST ALTERNATE 1
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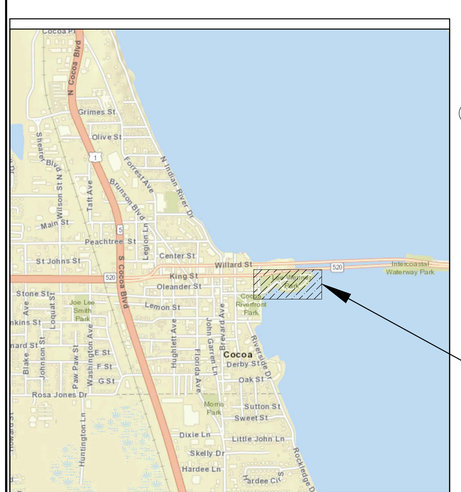
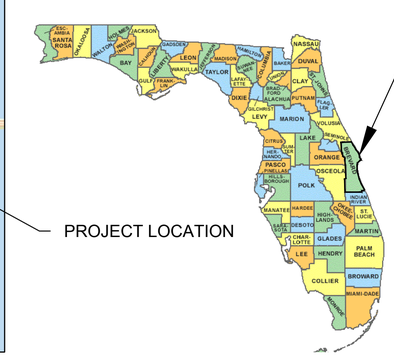
11	C-09	SHORELINE STABILIZATION WEST ALTERNATE 2
12	C-10	SHORELINE STABILIZATION EAST ALTERNATE 2
13	C-11	SHORELINE DETAILS



LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.

INFRASTRUCTURE SOLUTION SERVICES

7827 N. Wickham Rd, Ste. D
Melbourne, FL 32940
PH-321-622-4646 FA□-321-256-5088
EB# 29992

5/7/2018 10:55:17 AM

C:\Users\Wade Cobb\Desktop\COCO10 Lee Wenner Park Shoreline Stabilization\Drawings\ISS DWG\2 Eng\Final Dwg\Lee Wenner Shoreline Stabilization.dwg

THOMAS M. VILL, P.E.
#

NO.	DATE:	DESCRIPTION
3		
2		
1		

REVISIONS

SHORELINE STABILIZATION PLANS

DRAWING TITLE:
TITLE SHEET
LEE WENNER SHORELINE STABILIZATION

CLIENT:
COCOA FLORIDA

GENERAL SITE CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL CONFORM WITH THE MOST CURRENT COCOA FLORIDA LAND DEVELOPMENT REGULATIONS.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY, PRIOR TO BIDDING, TO INSPECT THE JOB SITE AND BECOME TOTALLY FAMILIAR WITH THE PLANS AND THEIR INTENT. SHOULD THERE BE ANY QUESTIONS, THE CONTRACTOR SHALL INQUIRE FOR CLARIFICATION.
3. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS SHOWN ON THE PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. SHOULD APPARENT DISCREPANCIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO OBTAIN THE ENGINEER'S CLARIFICATION BEFORE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
4. THE ENGINEER RESERVES THE RIGHT TO ADJUST THE LOCATION OF PROPOSED IMPROVEMENTS TO MEET FIELD CONDITIONS, AS NECESSARY. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED TO PROPERLY ACCOMMODATE ANY MODIFICATIONS.
5. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL CONSTRUCT SILT SCREENS, HAY BALES OR OTHER APPROVED DEVICES PRIOR TO CONSTRUCTION TO PREVENT ADVERSE OFFSITE IMPACT OF STORM WATER QUALITY AND QUANTITY. REFER TO B.M.P. PLAN AND DETAILS. ALL SEDIMENT AND EROSION CONTROL INITIATION/VERIFICATION/INSPECTION SHALL MEET COCOA FLORIDA NATURAL RESOURCES DEPARTMENT REQUIREMENTS.
7. THE CONTRACTOR SHALL USE ALL NECESSARY SAFETY PRECAUTIONS TO AVOID CONTACT WITH OVERHEAD AND UNDERGROUND POWER LINES.
8. THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL (811) AND EXISTING UTILITY FACILITY COMPANIES A MINIMUM OF 48 HOURS IN ADVANCE PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. THE VERIFICATION OF, AND PROTECTION OF, EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL HAVE ANY DAMAGES (CAUSED BY CONSTRUCTION ACTIVITIES) TO EXISTING WATER, GAS, POWER AND TELEPHONE MAINS AND SERVICES, IMMEDIATELY REPAIRED.
10. ALL RESTORATION WORK PERFORMED THROUGHOUT THE PROJECT SHALL CONFORM TO EXISTING LINES AND GRADES UNLESS OTHERWISE NOTED.
11. AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL CLEAN OUT ALL EXISTING STORM DRAINS AND STRUCTURES WITHIN, OR DIRECTLY IMPACTED BY, THE PROJECT LIMITS.
12. ALL SURVEY MARKERS (BOTH VERTICAL AND HORIZONTAL) WITHIN THE GENERAL VICINITY, SHALL BE CONTINUOUSLY PROTECTED. ANY MARKERS DISTURBED OR DAMAGED SHALL BE REPLACED BY A PROFESSIONAL SURVEYOR AND MAPPER AND CERTIFIED TO THE GOVERNING MUNICIPALITY PRIOR TO FINAL ACCEPTANCE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED CONSTRUCTION PERMITS AND/OR RIGHT-OF-WAY USE PERMITS FROM THE AGENCY HAVING JURISDICTION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY WITHIN THE MUNICIPAL RIGHT-OF-WAY.
14. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SITE SAFETY PROGRAMS/PROCEDURES AND THE IMPLEMENTATION AND COMPLIANCE THEREOF.
15. THE CONTRACTOR SHALL PROVIDE THE CONSTRUCTION MEANS, METHODS, AND MATERIALS NECESSARY TO PROVIDE COMPLETE AND OPERATIONAL SYSTEMS AS PROPOSED IN THESE PLANS.
16. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER, DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION. CONTRACTOR SHALL PROVIDE EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE PROJECT'S BMP GUIDELINES, FDOT INDEX NO. 102, AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CRITERIA. SAID CONTROL MEASURES SHALL BE INSPECTED, LOGGED, AND MAINTAINED DAILY.
17. UNLESS OTHERWISE SPECIFIED, THE CONTRACTOR SHALL REPLACE ALL EXISTING PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, LANDSCAPING, FENCES, MAILBOXES, IRRIGATION SYSTEMS, SIGNS AND OTHER IMPROVEMENTS DISTURBED BY CONSTRUCTION TO EQUAL OR BETTER THAN PRE-CONSTRUCTION CONDITIONS, AT NO ADDITIONAL COST TO THE OWNER.
18. THE LOCATION OF EXISTING UTILITIES SHOWN WITHIN THESE PLANS IS BASED ON THE BEST AVAILABLE INFORMATION AS PROVIDED BY THE ASSOCIATED UTILITY OWNER AND INFORMATION OBTAINED BY SURVEY AND/OR RECORD DRAWINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
19. CONSTRUCTION MUST COMPLY WITH THE "FLORIDA ACCESSIBILITY CODE" AND THE "AMERICANS WITH DISABILITIES ACT," WHERE APPLICABLE.
20. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED FILL, CLEAN AND FREE OF ORGANIC MATERIAL AND OTHER OBJECTIONABLE DEBRIS. FILL NOT MEETING THESE REQUIREMENTS WILL BE DIRECTED TO BE REMOVED AND REPLACED WITH PROPER FILL, AT NO ADDITIONAL COST TO THE OWNER.
21. ANY EXISTING UNSUITABLE OR ORGANIC SOIL MATERIAL SHALL BE REMOVED FROM UNDER SIDEWALK AND FROM EXCAVATED SHORELINE/RIPRAP. A GEOTECHNICAL ENGINEER SHALL INDICATE THE REMOVAL DEPTH AND SHALL VERIFY THAT ORGANIC AND OTHER UNSUITABLE MATERIAL HAVE BEEN REMOVED.
22. FILL UNDER ROADWAYS, DRIVEWAYS, AND SIDEWALKS SHALL BE PLACED IN APPROPRIATE LIFTS. COMPACTION OF SOIL MATERIAL UNDER PROPOSED BUILDINGS AND PAVEMENT SHALL BE 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-180. FILL IN UNPAVED AREAS SHALL BE 95% T-180.
23. ALL COMPACTION DENSITY SHALL BE VERIFIED IN A REPORT BY A PROFESSIONAL ENGINEERING FIRM LICENSED IN THE STATE OF FLORIDA AND SIGNED AND SEALED BY A PROFESSIONAL ENGINEER. ANY UNSATISFACTORY OR FAILING TEST AREAS SHALL BE RE-COMPACTED BY THE CONTRACTOR UNTIL DENSITY TESTS PASS, AT NO ADDITIONAL EXPENSE TO THE OWNER. THE COST FOR FAILING TESTS SHALL BE BORNE BY THE CONTRACTOR.
24. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE FABRICATION OF PROPOSED CIVIL SITE IMPROVEMENTS. SHOP DRAWINGS SHALL BE CLEARLY MARKED DENOTING THE SPECIFIC ITEM FOR REVIEW. WHERE A DEVIATION FROM THE DESIGN IS PROPOSED, THE SHOP DRAWING SHALL HAVE A SPECIFIC NOTE DETAILING THE DEVIATION AND REASON FOR SUCH.
25. TESTING IS REQUIRED FOR ALL PROPOSED IMPROVEMENTS IN ACCORDANCE WITH APPLICABLE AGENCY STANDARDS. CONTRACTOR SHALL PROVIDE ENGINEER A MINIMUM OF 48 HOUR NOTICE FOR WITNESSING REQUIRED TESTING.
26. CONSTRUCTION PLAN APPROVAL DOES NOT EXEMPT THE CONTRACTOR FROM OBTAINING THE REQUIRED BUILDING, ELECTRICAL, PLUMBING AND MECHANICAL PERMITS. THESE INCLUDE BUT ARE NOT LIMITED TO ANY STRUCTURE, SIGN, WALL, ENCLOSURE OR SCREENING, ETC.
27. COCOA FLORIDA RIGHT-OF-WAY USE PERMIT IS REQUIRED. CONTRACTOR SHALL PROVIDE EXECUTED COPY OF NOTICE OF INTENT AND STORMWATER POLLUTION PREVENTION PLAN TO THE COCOA FLORIDA PRIOR TO THE PRE-CONSTRUCTION CONFERENCE.

PAVING, GRADING, AND DRAINAGE NOTES

1. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO COMMENCING WITH CONSTRUCTION. ANY OBSERVED SILTATION, DEBRIS, AND/OR EROSION SHALL BE CORRECTED AS SOON AS PRACTICAL IN ORDER TO AVOID ADVERSE STORMWATER DISCHARGE (QUANTITY OR QUALITY). REFER TO SHEETS C-05 AND C-06 FOR BEST MANAGEMENT PRACTICES PLAN AND GUIDELINES.
2. UNLESS PURPOSED OTHERWISE, ALL AREAS (PAVED AND UNPAVED) SHALL BE GRADED TO ASSURE POSITIVE DRAINAGE.
3. PROPOSED FINISHED GRADE IN UNPAVED AREAS REPRESENTS TOP OF SOD, CONTRACTOR SHALL ALLOW 2" IN FINAL GRADING FOR SOD PLACEMENT.
4. THE CONTRACTOR SHALL USE DUE CARE WHILE FINISHING ALL PAVED SURFACES TO ASSURE POSITIVE DRAINAGE AND PRECLUDE PONDED WATER OR "BIRD-BATHS".
5. ALL RESTORATION WORK PERFORMED THROUGHOUT THE PROJECT SHALL CONFORM TO EXISTING LINES AND GRADES UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR SHALL PROVIDE SIGNED AND SEALED AS-BUILT SURVEY RECORD DRAWINGS PREPARED BY A PROFESSIONAL SURVEYOR AND MAPPER REGISTERED IN THE STATE OF FLORIDA. THE RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW AND CONCURRENCE AND SHALL INDICATE HORIZONTAL AND VERTICAL DIMENSIONAL/TOPOGRAPHIC DATA SO THAT CONSTRUCTED IMPROVEMENTS MAY BE LOCATED AND DELINEATED SO THE ENGINEER OF RECORD CAN DETERMINE IF THE IMPROVEMENTS WERE CONSTRUCTED IN CONFORMANCE WITH THE APPROVED CONSTRUCTION PLANS. AS-BUILT DRAWING PRESENTATION AND DATA SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE RULING AGENCIES; IT SHALL BE NOTED THAT THE RECORD DRAWING PLANS MAY BE REQUIRED TO BE PREPARED ON THE ENGINEERING BASE PLANS AS REQUIRED BY THE AGENCY HAVING JURISDICTION.
7. ALL SURFACE WATER DISCHARGES FROM THE PROPERTY SHALL COMPLY WITH THE STATE WATER QUALITY STANDARDS CONTAINED IN DEPARTMENT OF ENVIRONMENTAL PROTECTION RULES, CHAPTER 62-302, FLORIDA ADMINISTRATIVE CODE (F.A.C.)
8. THE CONTRACTOR SHALL AVOID ADVERSELY IMPACTING THE EXISTING DRAINAGE SYSTEMS. THEY SHALL BE MAINTAINED FOR FUNCTION AND CAPACITY THROUGHOUT THE DURATION OF THE CONSTRUCTION.
9. HANDICAP SIDEWALK RAMPS: TO BE CONSTRUCTED AND EMBOSSED PER FDOT INDEX 304. CURB RAMPS AND SIDE FLARES SHALL COMPLY TO THE "FLORIDA ACCESSIBILITY CODE" 4.3.3, 4.6.3, 4.7, 4.7.1 AND FIGURES 11-13. DETECTABLE WARNING MATS ON WALKING SURFACES SHALL BE PROVIDED IN ACCORDANCE WITH FLORIDA ACCESSIBILITY CODE AND FDOT STANDARDS.
10. ALL ROADWAY, CURB, AND DRAINAGE STRUCTURES ARE REQUIRED TO BE 3000 PSI CONCRETE MINIMUM.
11. SIDEWALKS ARE TO HAVE EXPANSION JOINTS AT A MAXIMUM SPACING OF 50 FEET; AND CONTRACTION JOINTS AT INTERVALS EQUAL TO THE WIDTH OF THE SLAB, BUT NOT MORE THAN TEN FEET. NO JOINTS SHALL BE CLOSER THAN FOUR FEET.
12. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE FABRICATION OF PROPOSED PAVING, GRADING, AND DRAINAGE IMPROVEMENTS. SHOP DRAWINGS SHALL BE CLEARLY MARKED DENOTING THE SPECIFIC ITEM FOR REVIEW. WHERE A DEVIATION FROM THE DESIGN IS PROPOSED, THE SHOP DRAWING SHALL HAVE A SPECIFIC NOTE DETAILING THE DEVIATION AND REASON FOR SUCH.
13. TESTING IS REQUIRED FOR ALL PROPOSED IMPROVEMENTS IN ACCORDANCE WITH APPLICABLE AGENCY STANDARDS. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A MINIMUM OF 48 HOUR NOTICE FOR WITNESSING REQUIRED TESTING.
14. ANY WELLS DISCOVERED DURING EXCAVATION, EARTHMOVING, OR CONSTRUCTION MUST BE REPORTED TO BREVARD COUNTY HEALTH DEPARTMENT WITHIN 24 HOURS OF DISCOVERY. ANY WELLS ON-SITE THAT WILL HAVE NO USE MUST BE PLUGGED AND ABANDONED BY A LICENSED WELL DRILLING CONTRACTOR IN AN APPROVED MANNER. ANY WELLS ON-SITE THAT REMAIN MUST BE PROTECTED DURING ALL STAGES OF EARTHMOVING AND CONSTRUCTION.

GENERAL UTILITY NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES DURING CONSTRUCTION. REQUESTS FOR LOCATES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND COORDINATION FOR PROTECTION OF UTILITIES SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THERE ARE NO EXISTING WELLS LOCATED ON THE PROJECT SITE.
3. ANY WELL DISCOVERED DURING EXCAVATION, EARTH MOVING, OR CONSTRUCTION MUST BE REPORTED TO THE COCOA FLORIDA HEALTH DEPARTMENT WITHIN 24 HOURS OF DISCOVERY. ANY WELL NOT BEING USED SHALL BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS.

THOMAS M. VILL, P.E.
71166

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3		REVISIONS
2		
1		

INFRASTRUCTURE SOLUTION SERVICES
7827 N. Wickham Road, Suite D
Melbourne, Florida 32940
Phone: (321) 622-4646

DRAWING TITLE: GENERAL NOTES

LEE WENNER SHORELINE STABILIZATION

CLIENT: COCOA FLORIDA

PROJECT NO.:	PROJ. MGR.:
COC010	TMV
DATE: 05/07/18	DRWN. BY: WC
SCALE: 1" = 50'	CHKD. BY: CC
SHEET NO: GN-01	
PAGE NO. 2 OF 13	

WEST MERRITT
ISLAND CAUSEWAY

ABANDONED
BRIDGE

ISS

ONE-STORY
BLOCK STRUCTURE

PAVILION

EXISTING ASPHALT
PARKING

EXISTING SIDEWALK

INDIAN RIVER

SHEETS
C-08 SHORELINE STABILIZATION EAST ALTERNATE 1
C-10 SHORELINE STABILIZATION EAST ALTERNATE 2

SHEETS
C-07 SHORELINE STABILIZATION WEST ALTERNATE 1
C-09 SHORELINE STABILIZATION WEST ALTERNATE 2

EXISTING
BOAT RAMP

EXISTING SIDEWALK

EXISTING SIDEWALK

INDIAN RIVER

GRAPHIC SCALE
0 30 45 60
1": 30'

THOMAS M. VILL, P.E.
71166

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1		REVISIONS
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3		

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DRAWING TITLE: KEY MAP

LEE WENNER SHORELINE STABILIZATION

CLIENT: COCOA FLORIDA

PROJECT NO.:	PROJ. MGR.:
COC010	TMV
DATE: 05/07/18	DRWN. BY: WC
SCALE: 1" = 30'	CHKD. BY: CC
SHEET NO: C-01	
PAGE NO. 3 OF 13	

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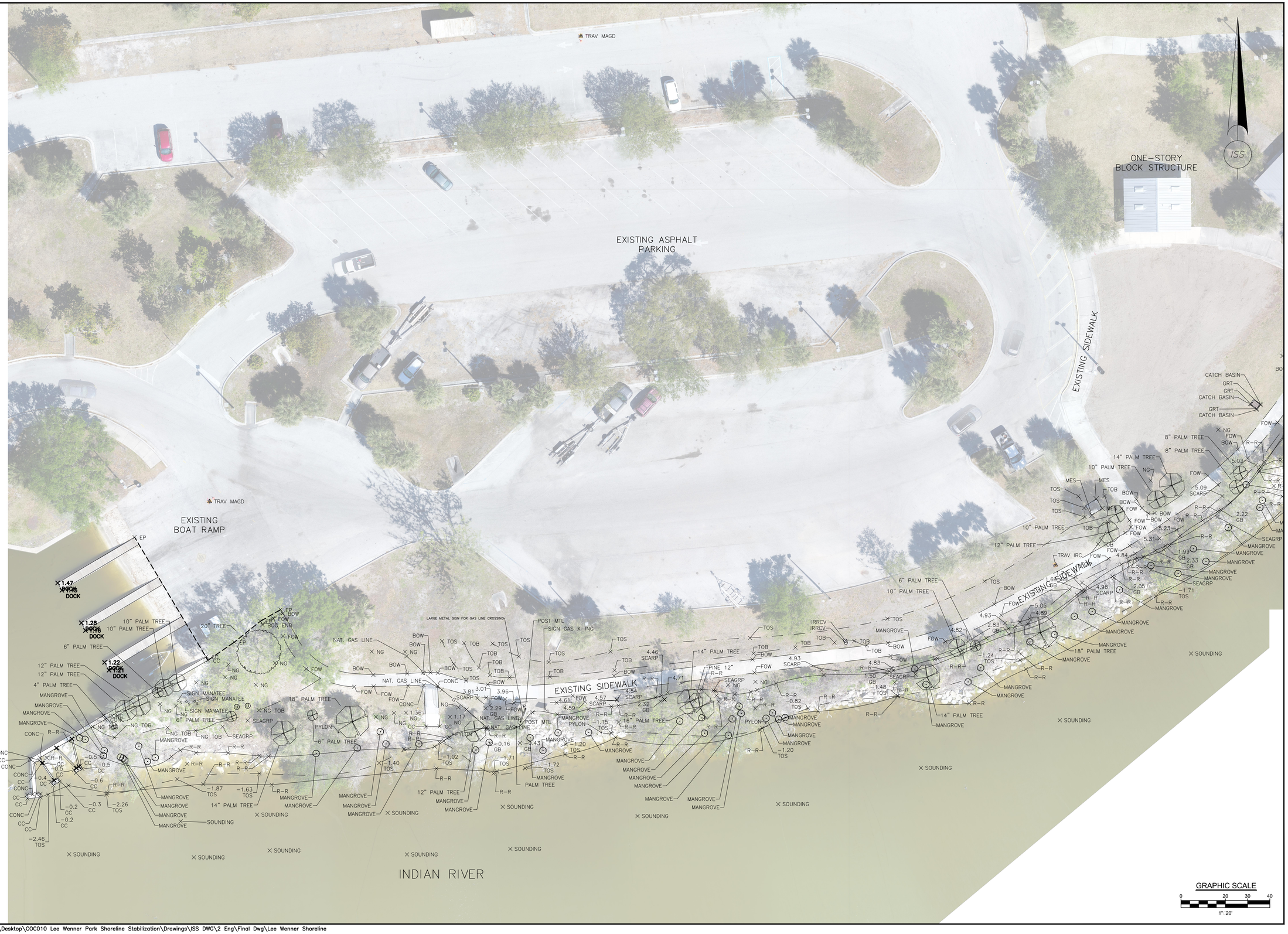

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ISS
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Melbourne, Florida 32940
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DRAWING TITLE:
EXISTING CONDITIONS WEST
LEE WENNER SHORELINE STABILIZATION

CLIENT:
COCOA FLORIDA

PROJECT NO.:	PROJ. MGR.:
COC010	TMV
DATE:	DRWN. BY:
05/07/18	WC
SCALE:	CHKD. BY:
1" = 20'	CC
SHEET NO:	
C-02	
PAGE NO.	
4 OF 13	

ABANDONED BRIDGE

ONE-STORY BLOCK STRUCTURE

PAVILION

EXISTING ASPHALT PARKING

EXISTING SIDEWALK

INDIAN RIVER

ISS

GRAPHIC SCALE
0 20 30 40
1" = 20'

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71166

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2		
1		REVISIONS

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7827 N. Wickham Road, Suite D
Melbourne, Florida 32940
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DRAWING TITLE:
EXISTING CONDITIONS EAST
LEE WENNER SHORELINE STABILIZATION

CLIENT:
COCOA FLORIDA

PROJECT NO.:	PROJ. MGR.:
COC010	TMV
DATE: 05/07/18	DRWN. BY: WC
SCALE: 1" = 20'	CHKD. BY: CC
SHEET NO: C-03	
PAGE NO. 5 OF 13	



BEST MANAGEMENT PRACTICES GUIDELINES

1. REFER TO SHEET C-04 FOR SPECIFIC EROSION AND SEDIMENT CONTROL DETAILS.
2. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING CONSTRUCTION TO CONTROL EROSION AND PREVENT THE TRANSPORT OF SEDIMENT TO SURFACE, STORM DRAINS AND/OR ADJACENT PROPERTIES. SILT SCREENS, HAY BALES AND/OR FILTER FABRIC, OR OTHER APPROVED MEANS, SHALL BE EMPLOYED. SODDING AND/OR SEEDING SHALL BE ACCOMPLISHED AS SOON AS PRACTICAL AFTER EXCAVATION AND GRADING IS COMPLETE.
3. BEST MANAGEMENT PRACTICES DEVICES SHALL BE USED TO ADDRESS EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH COCOA FLORIDA NATURAL RESOURCES DEPARTMENT REQUIREMENTS.
4. THE PLAN INDICATES TYPICAL BEST MANAGEMENT PRACTICES DEVICE LOCATIONS. REFER TO EROSION CONTROL DETAILS FOR CORRECT PLACEMENT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION OR AS INSTRUCTED BY THE ENGINEER.
6. ALL GRASSING BY EITHER SEED OR SOD SHALL BE INSTALLED AS SOON AS PRACTICAL UPON THE COMPLETION OF FINAL GRADING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ALL GRASSING IN A HEALTHY GROWING ENVIRONMENT UNTIL FINAL ACCEPTANCE AND CERTIFICATION.
7. THE CONTRACTOR, SHALL BE RESPONSIBLE TO SAFELY STORE EQUIPMENT, FUEL, OIL AND OTHER HAZARDOUS SUBSTANCES FROM CONTAMINATING THE STORM WATER MANAGEMENT AND COLLECTION SYSTEMS AND PRESERVATION AREAS.
8. THE OPERATOR SHALL ENSURE THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY WIND EROSION OR EMISSIONS OF UNCONFINED PARTICULATE MATTER IN ACCORDANCE WITH RULE 62-296.320(4)(c)1., FLORIDA ADMINISTRATIVE CODE, FROM THE CONSTRUCTION SITE DURING ALL PHASES OF CONSTRUCTION BY TAKING APPROPRIATE MEASURES TO STABILIZE AFFECTED AREAS.
(THE OPERATOR IS THE ENTITY THAT OWNS OR OPERATES THE CONSTRUCTION ACTIVITY AND HAS AUTHORITY TO CONTROL THOSE ACTIVITIES AT THE PROJECT NECESSARY TO ENSURE COMPLIANCE.)
9. ALL REQUIRED TREE PROTECTION BARRICADES SHALL MEET THE STANDARDS OF THE GOVERNING MUNICIPALITY AND ANY APPLICABLE TREE PROTECTION ORDINANCES.
10. PRIOR TO CONSTRUCTION ACTIVITIES, ALL APPLICABLE APPROVALS MUST BE OBTAINED THROUGH THE COCOA FLORIDA AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. IF BURNING OF TREES AND/OR BRANCHES IS REQUIRED FOR LAND CLEARING, A BURN PERMIT MUST BE FIRST OBTAINED.
11. EROSION/SEDIMENT CONTROL BMPs IN ADDITION TO THOSE PRESENTED ON THE PLANS AND OUTLINED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE IMPLEMENTED AS NECESSARY TO PREVENT TURBID DISCHARGES FROM FLOWING ONTO ADJACENT PROPERTIES, OFFSITE STORMWATER CONVEYANCES, OR OFFSITE RECEIVING WATERS. BMPs SHALL BE DESIGNED, INSTALLED, AND MAINTAINED AS REQUIRED BY THE ENGINEER AND/OR SITE OPERATOR TO ENSURE THAT OFFSITE SURFACE WATER QUALITY IS IN COMPLIANCE WITH STATE WATER QUALITY STANDARDS AND LOCAL REGULATIONS.
12. THE CONTRACTOR SHALL IMMEDIATELY CORRECT ALL OFFSITE SURFACE WATER DISCHARGES WITH TURBIDITY IN EXCESS OF 29 NTUS (NEPHELOMETRIC TURBIDITY UNITS) ABOVE BACKGROUND LEVEL. SUCH INCIDENTS SHALL BE REPORTED TO THE LOCAL GOVERNING AGENCY AND OWNER/ENGINEER WITHIN 24 HOURS OF THE OCCURRENCE. NOTIFICATION SHALL INCLUDE CAUSE OF THE DISCHARGE AND CORRECTIVE ACTIONS TAKEN.
13. FUEL OR OTHER PETROLEUM PRODUCT SPILLS IN EXCESS OF 25 GALLONS AND GENERATED FROM CONSTRUCTION OPERATIONS, OR THOSE THAT ENTER STORM WATER DRAINAGE WAYS OR WATER BODIES, SHALL BE CONTAINED, CLEANED UP AND REPORTED TO THE LOCAL GOVERNING AGENCY AND OWNER/ ENGINEER. SMALLER SURFACE SPILLS SHALL BE CLEANED UP AS SOON AS PRACTICAL, IN ACCORDANCE WITH INDUSTRY STANDARDS.
14. IF CONTAMINATED SOIL AND/OR GROUNDWATER IS DISCOVERED DURING DEVELOPMENT OF THE SITE, ALL ACTIVITY IN THE VICINITY OF THE CONTAMINATION SHALL IMMEDIATELY CEASE, AND CONTRACTOR SHALL CONTACT THE OWNER/ENGINEER FOR DIRECTION.
15. THE CONTRACTOR SHALL PROVIDE ANY NECESSARY DEWATERING FOR THE DURATION OF THE PROJECT'S CONSTRUCTION.
16. THE CONTRACTOR SHALL CONTROL OFF-SITE SOIL TRACKING INCLUDING MATERIAL SPILLAGE OR SOIL TRACKING ONTO PUBLIC ROADS. THIS IS TO BE ACCOMPLISHED BY MANUAL REMOVAL AS NECESSARY AND BY SOIL TRACKING PREVENTION TECHNIQUES.

GRAPHIC SCALE
0 40 60 80
1" 40'

THOMAS M. VILL, P.E.
71166

NO.	DATE:	DESCRIPTION
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DRAWING TITLE:
BEST MANAGEMENT PRACTICES PLAN
LEE WENNER SHORELINE STABILIZATION
CLIENT:
COCOA FLORIDA

PROJECT NO.:	PROJ. MGR.:
COC010	TMV
DATE: 05/07/18	DRWN. BY: WC
SCALE: 1" 40'	CHKD. BY: CC
SHEET NO: C-04	
PAGE NO. 6 OF 13	

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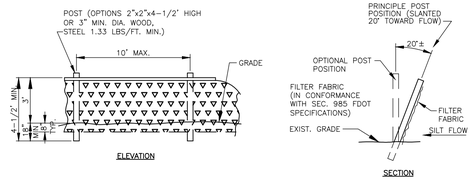
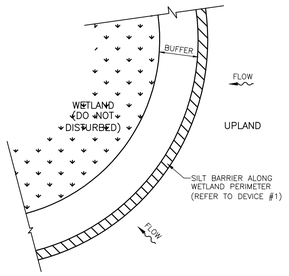


TYPICAL SILT FENCE

BMP DEVICE #1

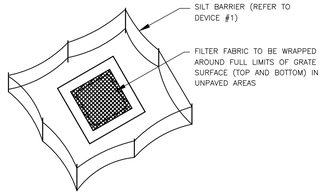
N.T.S.



TYPICAL SILT FENCE PLACEMENT AT WETLAND BUFFER

BMP DEVICE #2

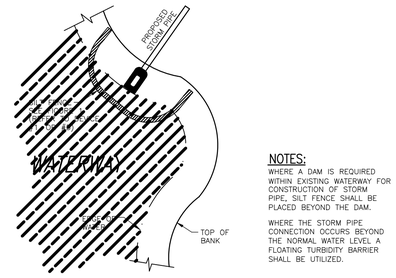
N.T.S.



STAKED SILT BARRIER OR SILT FENCE PROTECTION AROUND DITCH BOTTOM INLET

BMP DEVICE #3

N.T.S.



NOTES:

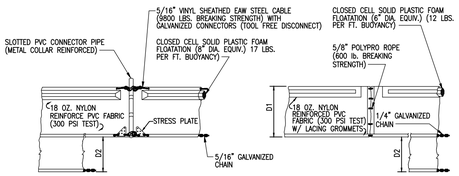
WHERE A DAM IS REQUIRED WITHIN EXISTING WATERWAY FOR CONSTRUCTION OF STORM PIPE, SILT FENCE SHALL BE PLACED BEYOND THE DAM.

WHERE THE STORM PIPE CONNECTION OCCURS BEYOND THE NORMAL WATER LEVEL A FLOATING TURBIDITY BARRIER SHALL BE UTILIZED.

SILT BARRIER AT CONNECTION OF STORM PIPE TO LAKE OR SWALE

BMP DEVICE #4

N.T.S.



D1= 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D2= 5' STD. (ADDITIONAL PANEL FOR DEPTHS 5').
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

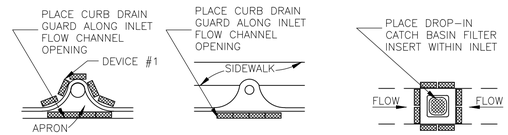
NOTE:

COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS REVIEWED AND APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS

BMP DEVICE #5

N.T.S.



STANDARD BMP DEVICE PLACEMENT AROUND INLETS OR SIMILAR STRUCTURES

BMP DEVICE #6

N.T.S.

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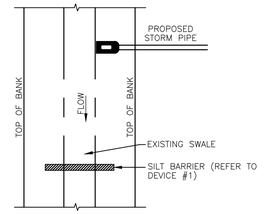
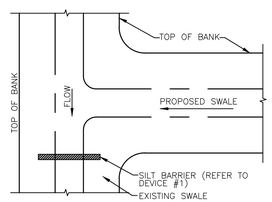


SILT BARRIER AT CONNECTION OF STORM PIPE TO EXISTING SWALE

BMP DEVICE #8

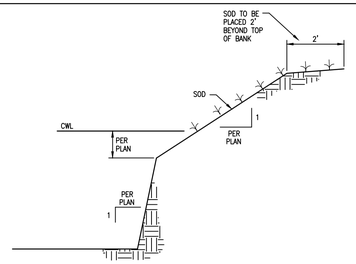
N.T.S.



SILT BARRIER AT CONNECTION OF SWALE TO EXISTING SWALE

BMP DEVICE #9

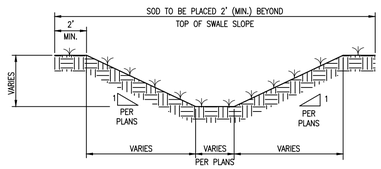
N.T.S.



TYPICAL RETENTION/DETENTION POND SECTION (MINIMUM SODDING LIMITS)

BMP DEVICE #10

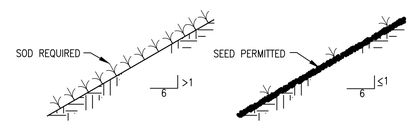
N.T.S.



TYPICAL SWALE SECTION (MINIMUM SODDING LIMITS)

BMP DEVICE #11

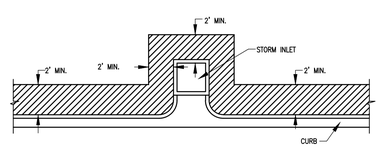
N.T.S.



SODDING AND SEEDING OF SLOPES

BMP DEVICE #12

N.T.S.



SOD ALONG CURBING AND INLETS

BMP DEVICE #13

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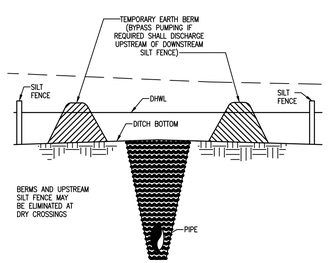

UNDERGROUND PIPE CROSSING

BMP DEVICE #14

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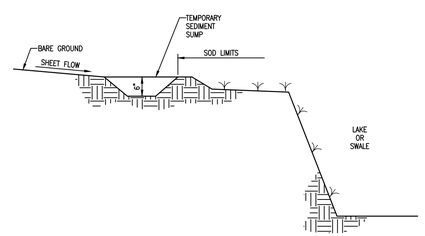
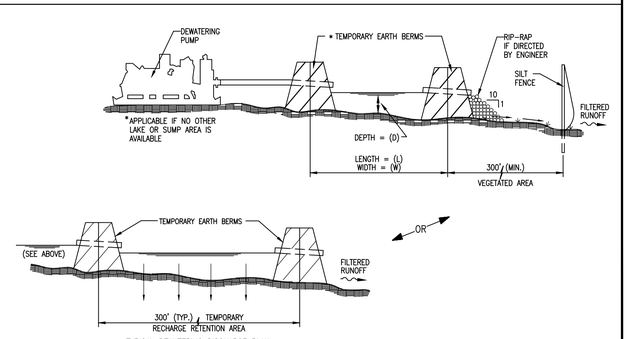


TEMPORARY SEDIMENT SUMP

BMP DEVICE #15

N.T.S.



TYPICAL DEWATERING DISCHARGE PLAN

BMP DEVICE #16

N.T.S.

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1		REVISIONS
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3		

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Melbourne, Florida 32940
Phone: (321) 622-4646

DRAWING TITLE: BEST MANAGEMENT PRACTICES DETAILS

LEE WENNER SHORELINE STABILIZATION

CLIENT: COCOA FLORIDA

PROJECT NO.:	PROJ. MGR.:
COC010	TMV
DATE: 05/07/18	DRWN. BY: WC
SCALE: N.T.S.	CHKD. BY: CC
SHEET NO: C-05	
PAGE NO. 7 OF 13	

WEST MERRITT
ISLAND CAUSEWAY

ISS

ABANDONED
BRIDGE

EXISTING ASPHALT
PARKING

ONE-STORY
BLOCK STRUCTURE

PAVILION

EXISTING SIDEWALK

EXISTING
BOAT RAMP

2
(TYP.)

1
(TYP.)

INDIAN RIVER

INDIAN RIVER

LEGEND

1 CLEAR ALL EXISTING VEGETATION WITH LIMITS OF CLEARING, EXCEPT MANGROVES

2 ALL MANGROVES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION

GRAPHIC SCALE
0 30' 45' 60'
1" 30'

NO.	DATE:	DESCRIPTION
		REVISIONS
1		
2		
3		

THOMAS M. VILL, P.E.
71166

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Melbourne, Florida 32940
Phone: (321) 622-4646

DRAWING TITLE: CLEARING PLAN

LEE WENNER SHORELINE STABILIZATION

CLIENT: COCOA FLORIDA

PROJECT NO.:	PROJ. MGR.:
COC010	TMV
DATE: 05/07/18	DRWN. BY: WC
SCALE: 1" 30'	CHKD. BY: CC
SHEET NO: C-06	
PAGE NO. 8 OF 13	

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LEGEND

1 — FULL RESTORATION OF RIPRAP REVETMENT
A. REMOVE EXISTING RIPRAP REVETMENT.
B. GRADE EMBANKMENT TO A MAXIMUM OF 2:1 SLOPE.
C. PLACE GEOTEXTILE PER MANUFACTURES SPECIFICATIONS AND RIPRAP REVETMENT DETAILS.
D. PLACE D50 1–1/2" STONE TO A DEPTH OF 6" PER RIPRAP REVETMENT DETAILS.
E. REPLACE RIPRAP WITH R–6 GRADATION RIPRAP AND SLOPE TO A MAXIMUM OF 2:1 SLOPE. RIPRAP SHALL HAVE A UNIT WEIGHT OF 175 LBS/CF.
REFER TO RIPRAP REVETMENT DETAILS ON SHEET C–11

2 — ALL MANGROVES TO REMAIN AND BE PROTECTED AT ALL TIMES DURING CONSTRUCTION. RIPRAP TO BE PLACED BY HAND WITHIN 3' OF EXISTING MANGROVES.

3 — REPLACE EXISTING SIDEWALK WITH 6' SIDEWALK REFER TO SIDEWALK DETAIL.

4 — RESTORE ALL DISTURBED AREAS WITH BAHIA SOD.

TRAV MAGD

EXISTING ASPHALT PARKING

ONE–STORY BLOCK STRUCTURE

ISS

EXISTING SIDEWALK

MATCH LINE

EXISTING BOAT RAMP

DOCK

1.47 POOL

1.28 POOL

1.76 POOL

1.22 POOL

10" PALM TREE

20" TREE

6" PALM TREE

12" PALM TREE

4" PALM TREE

MANGROVE

R–R

SIGN MANATEE

18" PALM TREE

PYLON

NAT. GAS LINE

LARGE METAL SIGN FOR GAS LINE CROSSING

POST MTL SIGN GAS X–ING

PC: 3+43.79

3.81 SCARP

4.46 SCARP

1.54 SCARP

4.98 SCARP

14" PALM TREE

PINE 12"

IRRCV

TRAV IRC

CATCH BASIN

GRT

MES

8" PALM TREE

R475.0

R525.0

1+00 1+50 2+00 2+50 3+00 3+50 4+00 4+50 5+00 5+50 6+00 7+00

(1) (TYP.) (2) (TYP.) (3) (TYP.) (4) (TYP.)

INDIAN RIVER

GRAPHIC SCALE
0 20 30 40
1" 20'

THOMAS M. VILL, P.E. # 71166

NO.	DATE:	DESCRIPTION
1		REVISIONS
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3		

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Melbourne, Florida 32940
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DRAWING TITLE: SHORELINE STABILIZATION WEST ALTERNATE 1 - FULL RESTORATION
LEE WENNER SHORELINE STABILIZATION

CLIENT: COCOA FLORIDA

PROJECT NO.:	PROJ. MGR.:
COC010	TMV
DATE: 05/07/18	DRWN. BY: WC
SCALE: 1" = 20'	CHKD. BY: CC
SHEET NO: C-07	
PAGE NO. 9 OF 13	

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LEGEND

1 — FULL RESTORATION OF RIPRAP REVETMENT
A. REMOVE EXISTING RIPRAP REVETMENT.
B. GRADE EMBANKMENT TO A MAXIMUM OF 2:1 SLOPE.
C. PLACE GEOTEXTILE PER MANUFACTURES SPECIFICATIONS AND RIPRAP REVETMENT DETAILS.
D. PLACE D50 1–1/2" STONE TO A DEPTH OF 6" PER RIPRAP REVETMENT DETAILS.
E. REPLACE RIPRAP WITH R–6 GRADATION RIPRAP AND SLOPE TO A MAXIMUM OF 2:1 SLOPE. RIPRAP SHALL HAVE A UNIT WEIGHT OF 175 LBS/CF.
REFER TO RIPRAP REVETMENT DETAILS ON SHEET C–11

2 — ALL MANGROVES TO REMAIN AND BE PROTECTED AT ALL TIMES DURING CONSTRUCTION. RIPRAP TO BE PLACED BY HAND WITHIN 3' OF EXISTING MANGROVES.

3 — REPLACE EXISTING SIDEWALK WITH 6' SIDEWALK REFER TO SIDEWALK DETAIL.

4 — RESTORE ALL DISTURBED AREAS WITH BAHIA SOD.

ISS

ABANDONED BRIDGE

INDIAN RIVER

PAVILION

ONE–STORY BLOCK STRUCTURE

EXISTING SIDEWALK

MATCH LINE

PT: 7+90.05

4 (TYP.)

3 (TYP.)

1 (TYP.)

2 (TYP.)

4+00 5+00 5+50 6+00 6+50 7+00 7+50 8+00 8+50 9+00

R475.0

8.09 ABBMT

6.67 ABBMT

4.98

CLF END BRIDGE

BRIDGE

TRAV MACD

TOP RCP 12"

TRAV IRC

MES

CATCH BASIN

GRT

MANGROVE

PYLON

R–R

IRRCV

PINE 12"

6" PALM TREE

8" PALM TREE

10" PALM TREE

12" PALM TREE

14" PALM TREE

18" PALM TREE

GRAPHIC SCALE
0 20 30 40
1": 20'

5/7/2018 11:08:15 AM

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THOMAS M. VILL, P.E. # 71166

NO.	DATE:	REVISIONS DESCRIPTION
3		
2		
1		

INFRASTRUCTURE SOLUTION SERVICES
7827 N. Wickham Road, Suite D
Melbourne, Florida 32940
Phone: (321) 622-4646

DRAWING TITLE: SHORELINE STABILIZATION EAST ALTERNATE 1 - FILL RESTORATION
LEE WENNER SHORELINE STABILIZATION

CLIENT: COCOA FLORIDA

PROJECT NO.:	PROJ. MGR.:
COC010	TMV
DATE:	DRWN. BY:
05/07/18	WC
SCALE:	CHKD. BY:
1" = 20'	CC
SHEET NO:	
C-08	
PAGE NO.	
10 OF 13	

LEGEND

1 — FULL RESTORATION OF RIPRAP REVETMENT
A. REMOVE EXISTING RIPRAP REVETMENT AND STOCKPILE.
B. GRADE EMBANKMENT TO A MAXIMUM OF 2:1 SLOPE.
C. PLACE GEOTEXTILE PER MANUFACTURES SPECIFICATIONS AND RIPRAP REVETMENT DETAILS.
D. PLACE D50 1–1/2" STONE TO A DEPTH OF 6" PER RIPRAP REVETMENT DETAILS.
E. PLACE EXISTING STOCKPILED REVETMENT OVER BEDDING STONE PER TYPICAL SECTION. SUPPLEMENT WITH NEW RIPRAP TO MEET CROSS SECTION IN DETAIL. NEW RIPRAP SHALL MEET R–6 GRADATION AND A UNIT WEIGHT OF 160 LBS/CF.
F. FILL IN VOIDS WITH PROPOSED R–6 GRADATION RIPRAP TO ACHIEVE TYPICAL SECTION AND SLOPE TO A MAXIMUM OF 2:1 SLOPE.
REFER TO RIPRAP REVETMENT DETAILS ON SHEET C–11

2 — ALL MANGROVES TO REMAIN AND BE PROTECTED AT ALL TIMES DURING CONSTRUCTION. RIPRAP TO BE PLACED BY HAND WITHIN 3' OF EXISTING MANGROVES.

3 — REPLACE EXISTING SIDEWALK WITH 6' SIDEWALK REFER TO SIDEWALK DETAIL.

4 — RESTORE ALL DISTURBED AREAS WITH BAHIA SOD.

TRAV MAGD
EXISTING ASPHALT PARKING
ONE–STORY BLOCK STRUCTURE
ISS
EXISTING SIDEWALK
MATCH LINE
EXISTING BOAT RAMP
EXISTING SIDEWALK
INDIAN RIVER
DOCK
1.47 DOCK
1.28 DOCK
1.76 DOCK
1.22 DOCK
1+00
1+50
2+00
2+50
3+00
3+50
4+00
4+50
5+00
5+50
6+00
7+00
PC: 3+43.79
R475.0
R525.0
1 (TYP.)
2 (TYP.)
3 (TYP.)
4 (TYP.)
LARGE METAL SIGN FOR GAS LINE CROSSING
POST MTL SIGN GAS X–ING
NAT. GAS LINE
SIGN MANATEE
PYLON
IRRCV
TRAV IRC
MES
CATCH BASIN
GRT
PINE 12"
4" PALM TREE
6" PALM TREE
10" PALM TREE
12" PALM TREE
14" PALM TREE
18" PALM TREE
20" TREE
MANGROVE
R–R
4.46 SCARP
3.81 SCARP
1.54 SCARP
4.98 SCARP

GRAPHIC SCALE
0 20 30 40
1": 20'

THOMAS M. VILL, P.E. # 71166

NO.	DATE:	DESCRIPTION
1		REVISIONS
2		
3		

INFRASTRUCTURE SOLUTION SERVICES
7827 N. Wickham Road, Suite D
Melbourne, Florida 32940
Phone: (321) 622-4646

DRAWING TITLE: SHORELINE STABILIZATION WEST
ALTERNATE 2 - PARTIAL SHORELINE RESTORATION
LEE WENNER SHORELINE STABILIZATION

CLIENT: COCOA FLORIDA

PROJECT NO.:	PROJ. MGR.:
COC010	TMV
DATE:	DRWN. BY:
05/07/18	WC
SCALE:	CHKD. BY:
1" = 20'	CC
SHEET NO:	
C-09	
PAGE NO.	
11 OF 13	

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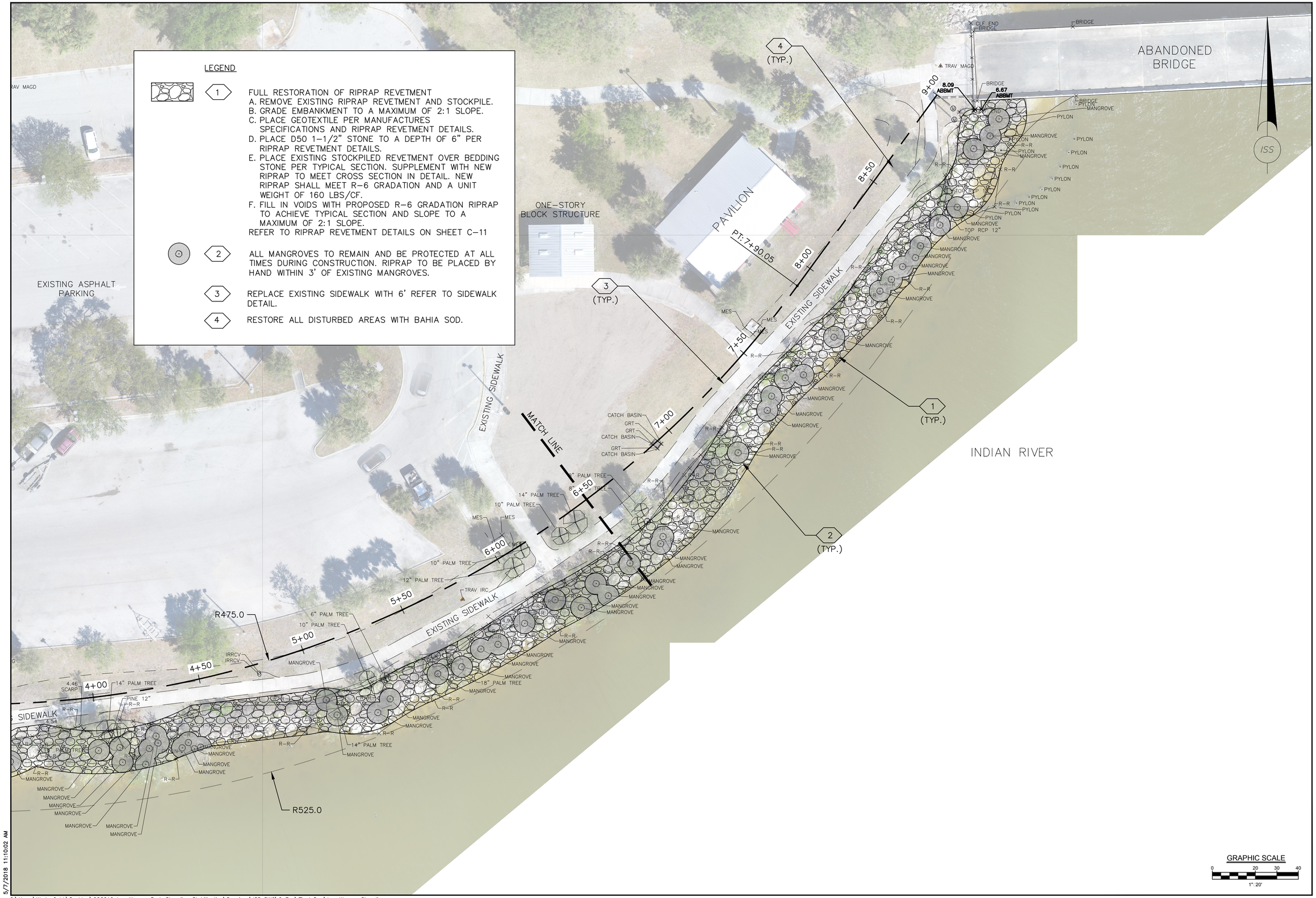

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THOMAS M. VILL, P.E. # 71166

NO.	DATE:	DESCRIPTION REVISIONS
3		
2		
1		

INFRASTRUCTURE SOLUTION SERVICES
7827 N. Wickham Road, Suite D
Melbourne, Florida 32940
Phone: (321) 622-4646

DRAWING TITLE:
SHORELINE STABILIZATION EAST
ALTERNATE 2 - PARTIAL SHORELINE RESTORATION
LEE WENNER SHORELINE STABILIZATION

CLIENT:
COCOA FLORIDA

PROJECT NO.:	PROJ. MGR.:
COC010	TMV
DATE:	DRWN. BY:
05/07/18	WC
SCALE:	CHKD. BY:
1" = 20'	CC
SHEET NO:	
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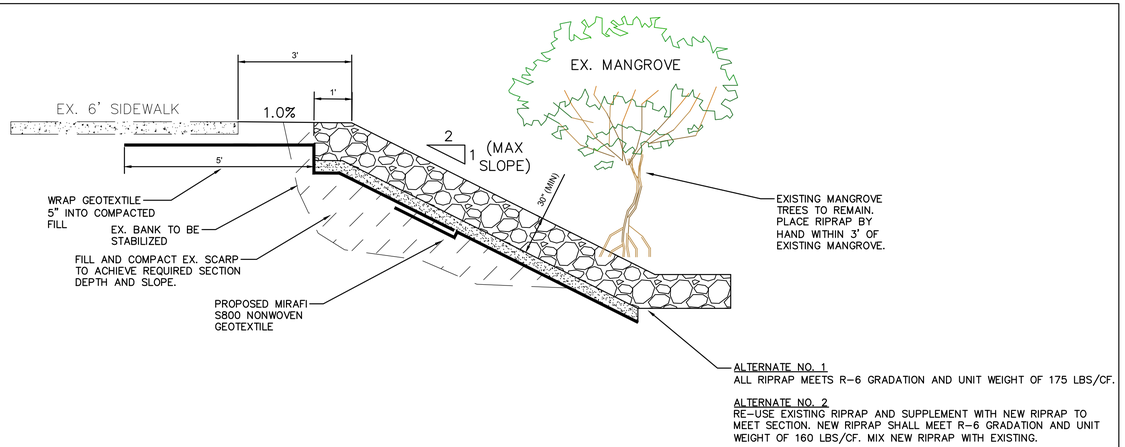
PAGE NO.	
12 OF 13	



*SEAMS OF GEOTEXTILE SHALL OVERLAP A MINIMUM OF 2'.

PROPOSED RIPRAP REVETMENT SECTION

N.T.S

TENCATE Mirafi®

TENCATE GEOSYNTHETICS
Americas

Mirafi® S800

Drainage | Separation

Mirafi® S800 is a needlepunched nonwoven geotextile composed of polypropylene fibers, which are formed into a stable network such that the fibers retain their relative position. Mirafi® S800 is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids.

TenCate Geosynthetics Americas Laboratories are accredited by Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP).

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value
Weight	ASTM D5261	oz/yd² (g/m²)	8.0 (271)
Thickness	ASTM D5199	mils (mm)	90 (2.3)
Grab Tensile Strength	ASTM D4632	lbs (N)	230 (1024)
Grab Tensile Elongation	ASTM D4632	%	50
Trapezoid Tear Strength	ASTM D4533	lbs (N)	95 (423)
CBR Puncture Strength	ASTM D6241	lbs (N)	600 (2670)
			Maximum Opening Size
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	100 (0.15)
			Minimum Roll Value
Permittivity	ASTM D4491	sec^{-1}	1.4
Permeability	ASTM D4491	cm/sec	0.31
Flow Rate	ASTM D4491	gal/min/ft² (l/min/m²)	110 (4481)
			Minimum Test Value
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	80

Physical Properties	Unit	Roll Value
Roll Dimensions (width x length)	ft (m)	15 x 300 (4.5 x 91)
Roll Area	yd² (m²)	500 (418)

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Fax 706 693 4400
www.tencate.com

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ETQR22

GAI-LAP-25-97

NONWOVEN GEOTEXTILE REINFORCEMENT

N.T.S.

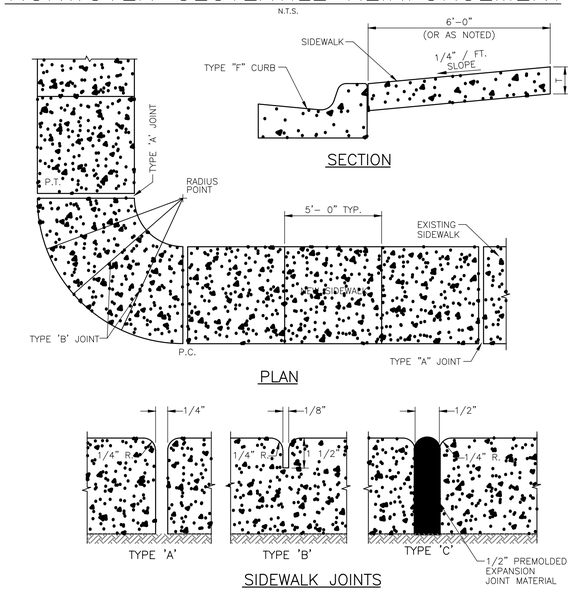

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	P.C. AND P.T. OF CURVES.
'B'	5'- 0" CENTER TO CENTER ON SIDEWALKS.
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES. JUNCTION OF EXISTING AND NEW SIDEWALKS. AT 50' INTERVALS (MIN.)

TABLE OF SIDEWALK THICKNESS - "T"	
LOCATION	'T'
PEDESTRIAN AREAS	4"
AT DRIVEWAY CROSSING AND OTHER VEHICULAR USE AREAS	6"

NOTE: CONCRETE TO BE 3,000 P.S.I. AT 28 DAYS WITH FIBER REINFORCEMENT.

SIDEWALK CONSTRUCTION

N.T.S.

THOMAS M. WILL, P.E. # 71166

NO.	DATE:	DESCRIPTION
3		
2		
1		

REVISIONS

INFRASTRUCTURE SOLUTION SERVICES
7827 N. Wickham Road, Suite D
Melbourne, Florida 32940
Phone: (321) 622-4646

DRAWING TITLE: STABILIZATION DETAILS

LEE WENNER SHORELINE STABILIZATION

CLIENT: COCOA FLORIDA

PROJECT NO.:	PROJ. MGR.:
COC010	TMV
DATE: 05/07/18	DRWN. BY: WC
SCALE: N.T.S.	CHKD. BY: CC
SHEET NO: C-11	
PAGE NO. 13 OF 13	

5/7/2018 11:10:33 AM

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INFRASTRUCTURE
SOLUTION SERVICES

7185 Murrell Rd
Ste 101
Melbourne, FL 32940

Project No. COC010

Bid Task Breakdown
Shoreline Stabilization Alternate I
June 14, 2018

The following breakdown is in reference to the scope of work detailed in the Lee Wenner Shoreline Restoration Plans. (Alternate I)

Contractor to provide the following:

Erosion Control and Demolition

1. Install (2) turbidity barriers and erosion control devices per BMP plan, refer to sheets C-04 and C-05.

2. Removal and disposal of existing trees and brush located in existing riprap revetment.
    a. All mangrove trees to remain.

3. Removal and disposal of existing riprap revetment from existing boat ramp to the west to existing fishing pier to the east.

4. Removal and disposal of existing sidewalk abutting existing riprap revetment.

Construction

1. Regrade existing shoreline to a maximum of 2:1 slope from existing top of bank (TOB) to toe of slope (TOS).

2. Place nonwoven geotextile per manufactures recommendations and riprap revetment detail on plan sheet C-11.

3. Place bedding stone per riprap revetment details in plans.

4. Place new riprap revetment over bedding stone to attain proposed section depth.

5. Replace sidewalk per plan and sidewalk construction details on sheet C-11.

6. Sod all disturbed areas during construction.

Lee Wenner Shoreline Stabilization Full Restoration Alternate 1

INFRASTRUCTURE SOLUTION SERVICES

Date: June 14, 2018 Prepared By: WC Checked By: TMV

	Item	Quantity	Units	Unit Price	Total	Subtotal
	Mobilization					
1	Mobilization	1	LS			
	Demolition					
2	Clearing and De-Grubbing	2600	SY			
	Erosion Control & Monitoring					
3	Erosion Control - Inlet/Drain Protection	4	EA			
4	Erosion Control - Turbidity Barrier	2000	LF			
5	Erosion Control - Silt Fence	750	EA			
	Earthwork					
6	Excavation and Grading	1	LS			
7	Removal of Existing Material	1	LS			
	New Armor Stone					
8	Stone R-6 Gradation	4000	Ton			
9	Freight	4000	Ton			
10	Placement by Contractor	4000	Ton			
	Geotextile and Bedding Stone					
11	Bedding Stone Cost & Installation	500	Ton			
12	Filter Fabric Cost 15' x 300' or 500 (sy)	6	EA			
13	Filter Fabric Installation	3000	SY			
	Miscellaneous					
14	Sidewalk, Fiber-Reinforced 4"	580	SY			
15	Sod	1000	SY			
16	Sod Establishment (Periodic Watering, Fertilizer, etc.)	1	LS			
				Subtotal		
				Contingency		
				Allowance		
				Total		

INFRASTRUCTURE
SOLUTION SERVICES

7185 Murrell Rd
Ste 101
Melbourne, FL 32940

Project No. COC010

Bid Task Breakdown

Shoreline Stabilization Alternate II

June 14, 2018

The following breakdown is in reference to the scope of work detailed in the Lee Wenner Shoreline Restoration Plans. (Alternate II)

Contractor to provide the following:

Erosion Control and Demolition

1. Install (2) turbidity barriers and erosion control devices per BMP plan, refer to sheets C-04 and C-05.

2. Removal and disposal of existing trees and brush located in existing riprap revetment.
    a. All mangrove trees to remain.

3. Removal and stockpile of existing riprap revetment from existing boat ramp to the west to existing fishing pier to the east.

4. Removal and disposal of existing sidewalk abutting existing riprap revetment.

Construction

1. Regrade existing shoreline to a maximum of 2:1 slope from existing top of bank (TOB) to toe of slope (TOS).

2. Place nonwoven geotextile per manufactures recommendations and riprap revetment detail on plan sheet C-11.

3. Place bedding stone per riprap revetment details in plans.

4. Place existing riprap revetment and supplement with new R-6 stone riprap revetment over bedding stone to attain proposed section depth.

5. Replace sidewalk per plan and sidewalk construction details on sheet C-11.

6. Sod all disturbed areas during construction.

Lee Wenner Shoreline Stabilization Partial Restoration Alternate II

INFRASTRUCTURE SOLUTION SERVICES

Date: June 14, 2018 Prepared By: WC Checked By: TMV

	Item	Quantity	Units	Unit Price	Total	Subtotal
	Mobilization					
1	Mobilization	1	LS			
	Demolition					
2	Clearing and De-Grubbing	2600	SY			
	Erosion Control & Monitoring					
3	Erosion Control - Inlet/Drain Protection	4	EA			
4	Erosion Control - Turbidity Barrier	2000	LF			
5	Erosion Control - Silt Fence	750	EA			
	Earthwork					
6	Excavation and Grading	1	LS			
7	Reinstallation of Existing Material	1	LS			
	New Armor Stone					
8	Stone R-6 Gradation	750	Ton			
9	Freight	750	Ton			
10	Placement by Contractor	750	Ton			
	Geotextile and Bedding Stone					
11	Bedding Stone Cost & Installation	500	Ton			
12	Filter Fabric Cost 15' x 300' or 500 (sy)	6	EA			
13	Filter Fabric Installation	3000	SY			
	Miscellaneous					
14	Sidewalk, Fiber-Reinforced 4"	580	SY			
15	Sod	1000	SY			
16	Sod Establishment (Periodic Watering, Fertilizer, etc.)	1	LS			
				Subtotal		
				Contingency		
				Allowance		
				Total		

INFRASTRUCTURE
SOLUTION SERVICES

7185 Murrell Rd
Ste 101
Melbourne, FL 32940

Project No. COC010

Addendum #1

for

City of Cocoa

Shoreline Stabilization Project

July 18, 2018

This is Addendum #1 for the City of Cocoa Shoreline Stabilization Project at lee Wenner Park. This Addendum addresses specific questions and changes resulting from the Pre-Bid Meeting on July 12, 2018.

Questions Addressed:

The following statements address questions raised during the Pre-Bid meeting:

1. Bids are due by 5:00 pm on Wednesday, July 25, 2018 and shall be received at the City of Cocoa Public Works Office at 155 N. Wilson Avenue, Cocoa, FL 32922 (321) 433-8770

2. The Contractor shall submit proposals for Alternate I and Alternate II. The City shall have sole discretion to select the Alternate constructed.

3. The plans have been revised to show the limits of the rip-rap placement and the proposed surface elevation at the top of the rip rap slope. The rip rap shall be placed in a uniform slope to match the existing surface elevation at the existing toe-of-slope.

4. A revised Bid package is attached. The Bid Forms for Alternate 1 and Alternate 2 are provided with unit quantities for the items of work.

5. The existing concrete sidewalk to be removed can be crushed and re-used as bedding stone provided it meets the gradation requirement of the bedding stone.

6. In Alternate 2, the surface of the rip-rap slope shall be covered with the new stone.

7. The project site can be used at night on Monday through Friday (not on Saturday or Sunday nights).

8. The Contract Time has been provided in the Bid Information at 120 days to Substantial Completion and 150 days to Final Completion, with liquidated damages of $500 per day.

Attachments:

The following attachments are provided:

1. Revised Bid Information and Bid Form package.

2. Revised Construction Plans. The plans have been revised to address comments above. In addition, the gradation of the rip-rap has been changed to R-7 and the geotextile has been changed to Mirafi S1200, or equal.

INFRASTRUCTURE
SOLUTION SERVICES

7185 Murrell Rd
Ste 101
Melbourne, FL 32940

Project No. COC010

Bid Information for
City of Cocoa
Shoreline Stabilization Project
July 18, 2018

The following pages provide the information and forms to be submitted for the Shoreline Stabilization Project.

Contractor to provide the following:

1. Bids are due by 5:00 pm on Wednesday, July 25, 2018 and shall be received at the City of Cocoa Public Works Office at 155 N. Wilson Avenue, Cocoa, FL 32922 (321) 433-8770

2. The Contractor shall submit proposals for Alternate I and Alternate II. The City shall have sole authority to selected the Alternate that will be constructed.

3. Unit price bid items shall be paid at the unit price bid for the actual quantity of the work performed.

4. The work shall be Substantially Completed within 120 calendar days from the Notice-to-Proceed. Final Completion shall be achieved within 150 days of the Notice-to-Proceed. The Contractor shall be assessed liquidated damages of $500 per day for each day beyond the specified time for achieving Substantial and Final Completion.

5. The last day for receiving bidder questions is Wednesday, July 18, 2018.

Project No. COC010

Bid Task Breakdown
Shoreline Stabilization Alternate I
July 18, 2018

The following breakdown is in reference to the scope of work detailed in the Lee Wenner Shoreline Restoration Plans. (Alternate I)

Contractor to provide the following:

Erosion Control and Demolition

1. Install (2) turbidity barriers and erosion control devices per BMP plan, refer to sheets C-04 and C-05.

2. Removal and disposal of existing trees and brush located in existing riprap revetment.
    a. All mangrove trees to remain.

3. Removal and disposal of existing riprap revetment from existing boat ramp to the west to existing fishing pier to the east.

4. Removal and disposal of existing sidewalk abutting existing riprap revetment. Existing sidewalk may be crushed to the required gradation and used for bedding stone.

Construction

1. Regrade and restore the existing shoreline to provide a uniform slope from the existing toe-of-slope (TOS) to the identified top-of-bank (TOB). The maximum allowable slope shall be 3:1.

2. Place nonwoven geotextile per manufactures recommendations and riprap revetment detail on plan sheet C-11.

3. Place bedding stone per riprap revetment details in plans.

4. Place new riprap revetment over bedding stone to attain proposed section depth. New stone rip rap shall meet an R-7 gradation and possess a unit weight of 175 lbs/cf.

5. Replace sidewalk per plan and sidewalk construction details on sheet C-11.

6. Sod all disturbed areas during construction.

Lee Wenner Shoreline Stabilization Partial Restoration Alternate I
Bid Form

Contractor shall be paid at the unit price bid for the actual quantities constructed

	Item	Quantity	Units	Unit Price	Total
	Mobilization				
1	Mobilization	1	LS	$	$
	Demolition				
2	Clearing and De-Grubbing	2600	SY	$	$
	Erosion Control & Monitoring				
3	Erosion Control - Inlet/Drain Protection	4	EA	$	$
4	Erosion Control - Turbidity Barrier	2000	LF	$	$
5	Erosion Control - Silt Fence	750	EA	$	$
	Earthwork				
6	Excavation, Grading and Fill	1	LS	$	$
	Armor Stone				
7	New Stone R-7 Gradation	4400	Ton	$	$
8	New Stone Freight	4400	Ton	$	$
9	New Stone Placement by Contractor	4400	Ton	$	$
10	Remove & Dispose of Existing Rip-Rap	1	LS	$	$
	Geotextile and Bedding Stone				
11	Bedding Stone Cost & Installation	560	Ton	$	$
12	Filter Fabric Material	3150	SY	$	$
13	Filter Fabric Installation	3150	SY	$	$
	Miscellaneous				
14	Sidewalk, Fiber-Reinforced 4"	580	SY	$	$
15	Sod	1000	SY	$	$
				Total Bid	$

Project No. COC010

Bid Task Breakdown
Shoreline Stabilization Alternate II
July 18, 2018

The following breakdown is in reference to the scope of work detailed in the Lee Wenner Shoreline Restoration Plans. (Alternate II)

Contractor to provide the following:

Erosion Control and Demolition

1. Install (2) turbidity barriers and erosion control devices per BMP plan, refer to sheets C-04 and C-05.

2. Removal and disposal of existing trees and brush located in existing riprap revetment.
    a. All mangrove trees to remain.

3. Removal and stockpile of existing riprap revetment from existing boat ramp to the west to existing fishing pier to the east.

4. Removal and disposal of existing sidewalk abutting existing riprap revetment. Existing sidewalk may be crushed to the required gradation and used for bedding stone.

Construction

1. Regrade and restore the existing shoreline to provide a uniform slope from the existing toe-of-slope (TOS) to the identified top-of-bank (TOB). The maximum allowable slope shall be 3:1.

2. Place nonwoven geotextile per manufactures recommendations and riprap revetment detail on plan sheet C-11.

3. Place bedding stone per riprap revetment details in plans.

4. Place existing riprap revetment and supplement with new stone riprap revetment over bedding stone to attain proposed section depth. The entire surface of the slope shall be covered by new stone rip rap material. New stone rip rap shall meet an R-7 gradation and possess a unit weight of 160 lbs/cf.

5. Replace sidewalk per plan and sidewalk construction details on sheet C-11.

6. Sod all disturbed areas during construction.

Lee Wenner Shoreline Stabilization Partial Restoration Alternate II
Bid Form

Contractor shall be paid at the unit price bid for the actual quantities constructed

	Item	Quantity	Units	Unit Price	Total
	Mobilization				
1	Mobilization	1	LS	$	$
	Demolition				
2	Clearing and De-Grubbing	2600	SY	$	$
	Erosion Control & Monitoring				
3	Erosion Control - Inlet/Drain Protection	4	EA	$	$
4	Erosion Control - Turbidity Barrier	2000	LF	$	$
5	Erosion Control - Silt Fence	750	EA	$	$
	Earthwork				
6	Excavation and Grading	1	LS	$	$
	Armor Stone				
7	New Stone R-7 Gradation	2500	Ton	$	$
8	New Stone Freight	2500	Ton	$	$
9	New Stone Placement by Contractor	2500	Ton	$	$
10	Re-installation of Existing Rip-Rap	1	LS	$	$
	Geotextile and Bedding Stone				
11	Bedding Stone Cost & Installation	560	Ton	$	$
12	Filter Fabric Material	3150	SY	$	$
13	Filter Fabric Installation	3150	SY	$	$
	Miscellaneous				
14	Sidewalk, Fiber-Reinforced 4"	580	SY	$	$
15	Sod	1000	SY	$	$
				Total	$

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Legislation Details (With Text)

File #:	18-344	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	8/3/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of a School Resource Officer and the addition of a second School Resource Officer for the 2018-2019 school year, July 1, 2018 through June 30, 2019 and authorize 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 with CITIES -8.10.18 (Final)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2018
Agenda Date: August 14, 2014
Prepared By: Michael Cantaloupe
Through: N/A
Requested Action:
To consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of a School Resource Officer and the addition of a second School Resource Officer for the 2018-2019 school year, July 1, 2018 through June 30, 2019 and authorize 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 and Cocoa High School desire the renewal of the agreement to provide a School Resource Officer for the 2018-2019 school years. During the 2018 legislative session the Marjory Stoneman Douglas High School Safety Act was signed into law and 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. Of the schools within the limits of Cocoa both Cocoa High School and Endeavour Elementary currently have the highest calls for service.

Staff is requesting Council's approval of this multi-year contract for the FY18/FY19 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 (1) original will be sent to our agency.

The CITY will also agree to staff a SRO Special Detail to cover the SRO positions at Cambridge Elementary and Clearlake Education Center beginning August 10, 2018 and ending when the BOARD is able to place an ARMED SCHOOL SECURITY SPECIALIST in each of these respective schools. The BOARD agrees to reimburse the CITY Thirty-Five Dollars ($35.00) per hour worked for this SRO Special Detail. All other special details requested by the School Board of Brevard County will be billed at the Nonprofit Special Detail rate of Forty ($40.00)

STRATEGIC PLAN CONNECTION:

By assigning a School Resource Officer to Cocoa High School 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. These three components allow the School Resource Officer to take a proactive approach to law enforcement. School Resource Officers are not just 'cops' on campus. School Resource Officer's 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 items specifically affects Crime and Public safety.

BUDGETARY IMPACT:

Reimbursement from Brevard County 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 Endeavour Elementary School beginning July 1, 2018 and ending on June 30, 2019. During this time the Brevard County School Board will reimburse the City of Cocoa $104,000 for School Resource Officers services.

Approximate Salary & Benefits for Two (2) SRO = $149,418
Revenue Contract Amount = $104,000

This is a Multi-Year Contract
Budgeted Yes

FY2018 Three Months (July 1, 2018 - September 30, 2018)

Salaries & Wages	001-2100-521.12-00	$19,837
FICA	001-2100-521.21-00	$ 1,522
Workers Comp	001-2100-521.24-00	$ 892
Retirement	001-2100-521.22-01	$ 5,246
Life/Health	001-2100-521.23-00	$ 8,221
Benefit Offset	001-2100-521.27-00	$ 1,200

FY 2018 Total $36,918

Expected Revenue for 3 Months ($104,000/12X3)

Res Officer - Contract 001-0000-331.20-01 $26,000

FY 2018 Total $26,000

FY 2019 Nine Months (October 1, 2018 - June 30, 2019)
Pending City Council Approval of the FY19 Budget

Salaries & Wages	001-2100-521.12-00	$59,510
FICA	001-2100-521.21-00	$ 4,565
Workers Comp	001-2100-521.24-00	$ 2,676
Retirement	001-2100-521.22-01	$17,486
Life/Health	001-2100-521.23-00	$24,663
Benefit Offset	001-2100-521.27-00	$ 3,600

FY 2019 Total $112,500

Expected Revenue for 9 Months ($104,000/12X9)

Res Officer - Contract 001-0000-331.20-01 $78,000

FY 2019 Total $78,000

TOTAL COST FOR MULTI YEAR CONTRACT FOR TWO RESOURCE OFFICERS: $149,418, of which $104,000 is reimbursable from the Brevard County School Board. The difference of approximately $45,418 are costs that are included in the FY18 and FY19 budgets for police department salaries.

_____

SRO Special Detail for Cambridge Elementary and Clearlake Education Center, Starting August 10, 2018. Estimated Budgetary Impact is as follows:

FY 2018
Special Pay Contractual 001-2100-521.12-06 $15,347
FICA 001-2100-521.12-06 $ 1,285
Workers Compensation 001-2100-521.24-00 $ 168

7 Weeks x 40 Hours a Week X Two Officers= $16,800

Projected Revenues:

Public Safety 001-0000-342.10-00 $19,600 ($35 x 560 Hours)

FY 2019
Special Pay Contractual 001-2100-521.12-06 $10,928
FICA 001-2100-521.12-06 $ 918
Workers Compensation 001-2100-521.24-00 $ 154

5 Weeks x 40 Hours a Week X Two Officers= $12,000

Projected Revenues:

Public Safety 001-0000-342.10-00 $14,000 ($35 x 400 Hours)

PREVIOUS ACTION:

RECOMMENDED MOTION:
Council approve a multi-year contract between the School Board of Brevard County and the City of Cocoa for two School Resource Officers and the addition of a second School Resource Officer for the 2018-2019 school years, July 1, 2018 through June 30, 2019 and to provide SRO Special Detail officers for approximately 12 weeks, in addition to 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 and made effective this 1st day of July, 2018, 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, 2018, and terminate on June 30, 2019, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2019, 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 2018-19 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 Jr./Sr. 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, 2018 (covering the period beginning July 1, 2018 through September 30, 2018), November 1, 2018 (covering the period beginning October 1, 2018 through December 31, 2018), February 1, 2019 (covering the

period beginning January 1, 2019 through March 30, 2019), and April 1, 2019 (covering the period beginning April 1, 2019 through June 30, 2019). *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 agrees to staff a Special Detail to cover the SRO positions at Cambridge Elementary and Clearlake Education Center beginning August 11, 2018, and ending when the BOARD is able to place an ARMED SCHOOL SECURITY SPECIALIST in each of these respective schools and the BOARD agrees to reimburse the CITY Thirty-Five Dollars ($35.00) per hour for any work for this Special Detail.* However, the BOARD will pay the City's customary non-profit rate established by the City Council for any non-SRO special details, if any.

7. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).

8. 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.

9. 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.

10. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. **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 CARIE SHEALY, CITY CLERK) AT 321-433-8484OR AT EMAIL: CSHEALY@COCOAFL.ORG OR AT ADDRESS: 65 STONE STREET, COCOA, FLORIDA 32920, (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 COCOA, FLORIDA

BY_____

Dated: _____, 2018

Approved as to form:

_____

Dated: _____, 2018

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BY_____
John W. Craig, Chairperson

Dated: _____, 2018

BY_____
Dr. Desmond K. Blackburn,
Superintendent

Dated: _____, 2018

Approved as to form:

_____
Amy Envall, General Counsel
School Board of Brevard County, Florida

Dated: _____, 2018

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 #:	18-346	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	8/3/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Approve a multi-year contract between Emma Jewel Charter Academy and the City of Cocoa to provide an SRO Special Detail beginning on August 10, 2018, and continuing until such time they have an Armed School Security Specialist trained and in place; and authorize the City Manager and City Attorney to finalize and execute the contract with Emma Jewel Charter Academy. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MOU with Emma Jewel for SRO Special Detail.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2018
Agenda Date: August 14, 2018
Prepared By: Michael Cantaloupe,
Through: John Titkanich, Jr. ICMA-CM, AICP
Requested Action:
Approve a multi-year contract between Emma Jewel Charter Academy and the City of Cocoa to provide an SRO Special Detail beginning on August 10, 2018, and continuing until such time they have an Armed School Security Specialist trained and in place; and authorize the City Manager and City Attorney to finalize and execute the contract with Emma Jewel Charter Academy.

BACKGROUND:

Under the mandates of the Marjory Stoneman Douglas High School Public Safety Act each Public and Charter school must have a School Resource Officer or an Armed School Security Specialist. Emma Jewel Charter Academy is asking that the City of Cocoa provide a SRO Special Detail beginning on August 10, 2018 and continuing until such time they have their Armed Security Specialist trained and in place. It is believed this will occur by the end of October 2018.

Emma Jewel Charter Academy agrees to reimburse the City of Cocoa at the Non-Profit rate of Thirty-Five Dollars ($35.00) per hour worked for this Special Detail of which the officers working the detail will receive Thirty Dollars ($30.00) per hour Gross Pay.

STRATEGIC PLAN CONNECTION:

Crime and Public Safety

BUDGETARY IMPACT:

The Estimated Budgetary Impact is as follows:

FY 2018

Special Pay Contractual 001-2100-521.12-06	$7,674
FICA 001-2100-521.12-06	$643
Workers Compensation 001-2100-521.24-00	$84
7 Weeks x 40 Hours a Week (280 Hours)	$8,401

Projected Revenue:

Public Safety 001-0000-342.10-00	$9,800

FY 2019

Special Pay Contractual 001-2100-521.12-06	$6,000
FICA 001-2100-521.12-06	$459.
Workers Compensation 001-2100-521.24-00	$60
5 Weeks x 40 Hours a Week (200 Hours)	$6,519

Projected Revenue:

Public Safety 001-0000-342.10-00	$7,000

Should the current operating budget not be sufficient to cover the costs associated with this Detail; a Budget Amendment will occur and if required, brought back to City Council for approval.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a multi-year contract between Emma Jewel Charter Academy and the City of Cocoa to provide an SRO Special Detail beginning on August 10, 2018, and continuing until such time they have an Armed School Security Specialist trained and in place; and authorize the City Manager and City Attorney to finalize and execute the contract with Emma Jewel Charter Academy.

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the "MOU") is made and entered into this ____ day of _____, 2018, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation (hereinafter called the "City") and **EMMA JEWEL CHARTER SCHOOL, INC**. a Florida nonprofit corporation (hereinafter called the "School").

RECITALS:

WHEREAS, the School has requested, and the CITY has agreed to provide, a SRO Special Detail beginning on August 10, 2018 and continuing until the School has an Armed School Security Specialist trained and in place at the School's educational facility; and

WHEREAS, in furtherance of the Marjory Stoneman Douglas High School Public Safety Act, the School 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, the School, 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 School's staff members, as well as the faculty and students attending school at the School's educational facility under the jurisdiction of the School and the parents of such students;

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. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing August 10, 2018, and terminates at such time the School has notified the City, in writing, that an Armed School Security Specialist trained and in place at the School's educational facility or terminated by either party, whichever occurs earlier. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party.

3. The School shall expeditiously train and have in place an Armed School Security Specialist at the School's educational facility. Until such Armed School Security Specialist is in place, the CITY shall assign one (1) SRO Special Detail officer at the school's educational facility. The officer shall be a sworn law enforcement officer, and the officer's assignment shall concurrent to the School's teacher work calendar and inclusive of student attendance days. The SRO Special Detail officer shall be assigned to the School's educational facility to provide security, preparation drills, safety training, and safety awareness related programs to the school campus, students, employees, volunteers, and visitors of the School's educational facility. The assignment of SRO Special Detail officer to the school shall be coordinated with principal of the school.

4. The School agrees to pay the CITY an hourly rate of thirty-five ($35.00) dollars an hour for each SRO Special Detail officer assigned to work at the school. The City shall provide the School with monthly invoices for services rendered by the SRO Special Detail officer(s) during the term of this Agreement. The School agrees to promptly pay said invoices within thirty (30) days of receipt of the invoice.

5. The City shall be responsible for making salary payments and providing benefits to the SRO Special Detail officer(s).

6. The City shall provide the law enforcement equipment and training related to the services provided by the SRO Special Detail officer(s).

7. The Parties understand and agree that the SRO Special Detail officer(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 School.

8. Any director, employee or member under the jurisdiction of the School 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 principal of the School or designee to the Chief of Police or designee.

9. The SRO Special Detail officer(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 Special Detail officer(s) may be assigned other law enforcement duties by the Chief of Police.

11. At all material times, the SRO Special Detail officer(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 School and City acknowledge that the City is an agency or subdivision of the State of Florida. To the extent permitted by law, each Party shall indemnify 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 Party's performance 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 the City 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 and the School agree to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof. However, the Parties recognize that the SRO Special Detail officer is not intended to be an ordinary SRO program which the City and the Brevard County School District provide to District schools by separate agreement. As such, some of the goals and guidelines may not applicable to the SRO Special Detail provided hereunder because they are not feasible to implement because of the temporary and short term nature of this Agreement.

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 School 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 School 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 School does not provide funding to the City to provide services pursuant to this MOU or any appendix contained or referenced, the City may immediately terminate this MOU without incurring any further liability or obligations to the School.

22. The School has designated the President of the School 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.

IF THE SCHOOL 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 CARIE SHEALY, CITY CLERK) AT 321-433-8484 OR AT EMAIL: CSHEALY@COCOAFL.ORG OR AT ADDRESS: 65 STONE STREET, COCOA, FLORIDA 32920, (ATTENTION: RECORDS).

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

WITNESS:

_____

Print Name: _____

_____

Print Name: _____

EMMA JEWEL CHARTER SCHOOL, INC.

_____

By: Thomas Cole, President

Date: _____

ATTEST:

_____

CITY OF COCOA:

Carie Shealy, MMC, City Clerk

By: John Titkanich, City Manager

_____

Date: _____

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 #:	18-309	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	7/17/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Consider the appointment of Mr. Edward Green as a Regular member to the Code Enforcement Board through June, 2021; and the appointment of Mr. W. Scott Hannon as the 1st Alternate member to the Code Enforcement Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Green-Board application.pdf Hannon-Board application.pdf Green Consideration letter.pdf Hannon Consideration letter.pdf Code Enforcement Board roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2018
Agenda Date: August 14, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Mr. Edward Green as a Regular member to the Code Enforcement Board through June, 2021; and the appointment of Mr. W. Scott Hannon as the 1st Alternate member to the Code Enforcement Board

BACKGROUND:

The Code Enforcement Board currently has one (1) Regular member vacancy and two (2) alternate member vacancies. We have received two applications for membership on the Code Enforcement Board.

Mr. Edward Green submitted his application on June 28, 2018 which stated his interest in serving on the Code Enforcement Board. His board application and resume are attached. He meets all of the qualifications for serving on a City board, and if appointed, he would fill the seat recently vacated by Mr. Michael Klug. His term would be through June, 2021.

Mr. W. Scott Hannon applied on July 16, 2018 for membership on the Code Enforcement Board. His resume is attached, and he noted that he recently relocated to Cocoa. He meets all other

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requirements for serving on a City board. If appointed as 1st Alternate, his term would not expire.

A current Code Enforcement Board roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappoints to City boards as positions become available.

RECOMMENDED MOTION:

Consider the appointment of Mr. Edward Green as a Regular member to the Code Enforcement Board through June, 2021; and the appointment of Mr. W. Scott Hannon as the 1st Alternate member to the Code Enforcement Board.

Voter Reg. verified on SOE #122088111

Carie Shealy

From: noreply@civicplus.com
Sent: Thursday, June 28, 2018 10:54 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Edward
Last Name	Green
Application Date	6/28/2018
Address1	104 Riverside Dr Apt 204
City	Cocoa
State	FL
Zip	32922
District	District 1
Home Phone Number	3216175554
Work Phone Number	*Field not completed.*
Cell Phone Number	6038285168
Other Phone Number	*Field not completed.*
Place of Business	Retired
Title/Position Held	*Field not completed.*
Date of Birth*	11/10/1955

E-mail Address	edgreen20@gmail.com

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

(Section Break)

Various City Boards/Committees Available	Code Enforcement/Drug Related Public Nuisance Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	edresume.pdf
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	In my professional career I have served on many teams, work groups, boards and committees charged with planning, oversight, direction and compliance monitoring. Having worked in a heavily regulated industry, I am adept at researching, understanding and applying rules and regulations. I would be honored to have the opportunity to use my knowledge, skills and abilities to contribute to community growth and civic improvement in Cocoa.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Edward M. Green
Date:	6/28/2018
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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EDWARD M. GREEN

- LEADER
- EXECUTIVE
- TEAM BUILDER
- PROJECT MANAGER
- TRUSTED ADVISOR

104 Riverside Drive
Apt. 204
Cocoa, FL 32922
h (321) 617-5554
c (603) 828-5168
edgreen20@gmail.com
LinkedIn profile 57397334

Profile

Retired manager with 37 years of Federal service. Current volunteer work includes community development , social and community service organizations, and in mentoring young leaders. Highly experienced in resource management, labor relations, strategic planning, project management, organizational and individual development, change management and safety management systems. Strong background in the technical aspects of air traffic control operations and the National Airspace System (NAS). As a life-long civil servant, I have always been proud to provide the very best possible service to the American people, and have set the same expectation for my team.

Key Skills

- *Project Management - CompTIA+ certified*
- *Ability to work effectively in a team setting*
- *Able to effectively resolve customer and employee concerns during high-stress conditions*
- *Proficient in Microsoft Office*
- *Proficient in numerous operational and administrative automation platforms*
- *Computer literate. Able to quickly assimilate and become proficient in new applications and platforms*
- *Expert at web-based research*
- *Experienced travel and reservations planner*
- *Safety Management System practitioner*
- *Employee performance management*
- *Emergency Planning & Response*
- *Tower and Enroute Rated Air Traffic Controller*
- *Myers Briggs Type INTP*
- *CliftonStrengths Top 5 - Strategic, Relator, Individualization, Deliberative, Command*
- *Technical knowledge related to air traffic control and the National Airspace System*

Experience

Retired June 2013 to Present

Since my retirement I have taken time to further my education and formalize the knowledge, skills and abilities I acquired over my career. I am active in community development , social and community service organizations, and in mentoring young leaders. I am a co-founder of the Cocoa Village (FL) Neighborhood Coalition, a community-based advocacy group for citizen involvement and improved municipal government.

FAA Boston Center January 2003 to June 2013

Support Manager for New York/New Jersey/Philadelphia Airspace Redesign. Led a multi-discipline team responsible for the development, testing and implementation of Boston Center airspace and procedural changes in support of the National redesign effort. Managed personnel resources, budget, labor-management relations and team development and integration. As a member of the senior management team participated in the strategic planning group.

Support Manager for Airspace and Procedures. Responsible for development and publication of all IFR routes and Instrument Approach procedures, SIDs/STARs, Letters of Agreement, Standard Operating Procedures, NOTAMs/TFRs. As a member of the senior management team participated in the strategic planning group.

Operations Manager. Responsible for operational oversight of 400,000 square miles of airspace controlled from 30 radar sectors, as well as the Traffic Management, Flight Data and Center Weather Service Units. Initial point of contact for internal, public and customer inquiries. Provided administrative oversight of 7 front line managers and 50+ air traffic controllers including performance management, labor-management relations, training administration, personnel matters and resource management. As a member of the senior management team participated in the strategic planning group.

Front line Manager. Responsible for direct supervision of six radar sectors.

FAA Portland Tower Jan 2000-Dec 2003

Air Traffic Manager. Responsible for all aspects of the Control Tower and Approach Control, including performance management, labor relations, budget, administrative oversight and operations. Close interface with the airport community, including airport management, airline station managers, fixed base operators, airport security and safety personnel. As a key member of the Airport Noise Committee, I worked closely with the airport operator to address and mitigate community concerns. Worked closely with the broader Federal community as Secretary of the Federal Executive Association of Southern Maine.

FAA New England Region Aug 1998-Dec 1999

Resource Management Specialist. Provided staff support to the Regional Air Traffic Division Manager and FAA field facilities in the areas of budget, staffing, personnel, performance management, labor relations, security, and liaison with FAA Legal and Medical offices.

FAA Boston Center Aug 1981-Aug 1999.

Worked as an **Air Traffic Controller, Training Specialist, On the Job Training Instructor, Airspace and Procedures Specialist** and **Front Line Manager.**

US Army Mar 1977 - Feb 1981 Air Traffic Control Tower Operator.

Results:

- Co-led the establishment of a grass-roots citizens' advocacy group from start-up to over 130 members. The group is successfully engaging local municipal government, and has become a recognized voice in city strategic planning activities.
- Advised an underdog candidate for a county-level non-partisan board position, providing research, strategy and marketing support, in a successful election bid.
- Integrated geographically diverse facility-specific teams, each with their own culture, into a cohesive cross-organizational work group.
- Oversaw on-time and on budget implementation of four time-critical, highly complex airspace and procedures change packages.

Recognition & Awards

I have earned annual performance awards, numerous letters of recognition and appreciation, and special achievement awards. Between 1994 and 1998, as a front line supervisor, I was annually elected by my peers to be the Regional representative to the Air Traffic Supervisors' Committee (SUPCOM) national advisory work group.

Education & Credentials

Western Governors University
Master of Science in Management and Leadership, February, 2018

Western Governors University
Bachelor of Science in Business Management, December 2016

Northeastern University
Associate of Science in Commercial Aviation, June 1975

Certifications & Clearances:

CompTIA Project+
Amateur Radio Operator -General Class
Private Pilot
Control Tower Operator
Enroute Air Traffic Controller
Secret Security Clearance (expired)

Training Highlights:

- *Spirit of Performance -Customer Service*
- *Intro to Safety Management Systems*
- *Safety Risk Management*
- *Labor Management Relations*
- *Human Relations in Supervision*
- *Facilitator Training*
- *Adaptive Leadership*
- *Systems Thinking*
- *Business Process Re-engineering Workshop*

#1250323 24
Voter Reg verify by
Diane @ SOE 7/17/18

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, July 16, 2018 3:36 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	W. Scott
Last Name	Hannon
Application Date	7/16/2018
Address1	1113 Westview Dr.
City	Cocoa
State	FL
Zip	32922
District	District 4
Home Phone Number	4438579797
Work Phone Number	*Field not completed.*
Cell Phone Number	4438579797
Other Phone Number	*Field not completed.*
Place of Business	Retired Attorney
Title/Position Held	Principal/Owner, The Hannon Law Firm, LLC
Date of Birth*	2/8/1965

E-mail Address	spacecoast32922@gmail.com

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

(Section Break)

Various City Boards/Committees Available	Code Enforcement/Drug Related Public Nuisance Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	Resume, W. Scott Hannon, Esq..doc
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I'm a newly retired attorney, having moved down to Cocoa in the past year. I'd like to contribute to my new city and use my legal training to improve the livability of the city for Cocoa residents.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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Signature	W. Scott Hannon
Date:	7/16/2018
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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W. SCOTT HANNON, Esq.

Address: 1113 Westview Dr., Cocoa, FL 32922
Cell: (443) 857-9797, Email: scotthannon@hotmail.com

EDUCATION

B.A. **Pennsylvania State University**, State College, PA, Political Science, 1987
Honors: NROTC Undergraduate Scholarship Recipient, Quarterdeck Honor Society, Delegate - Naval Academy Foreign Affairs Conf., 1987

M.A. **Salve Regina University**, Newport, RI, International Relations, 1995

J.D. **University of DC David A. Clarke School of Law (UDC-DCSL)**, Wash., DC, 2006
Honors/Activities: Recipient, David C. Niblack Public Defender Scholarship, 2006
Senator, Student Bar Association, 2004/2005
V.P., UDC-DCSL Assn. of Trial Lawyers of America, 2004/2005
Dean's Fellow, 2003/2004
James Farmer Scholarship Recipient, 2003

BOARD MEMBERSHIP: On the Board of Directors for the GUIDE Program, Inc., an organization dedicated to providing residential and community mental health programs and shelters in Baltimore/Wash. DC.

LEGAL EXPERIENCE

Admitted to MD State and Federal Courts

Feb. 2008 - Present **Principal/Attorney, The Hannon Law Firm, Baltimore, MD:**
- A general practice solo practitioner, I represent clients in all criminal and civil litigation.

Sept. 2007 – Feb. 2008 **Attorney, Butler Legal Group, PLLP, Washington, DC:**
- Associate in a small, general litigation law firm, handling criminal defense cases and general civil litigation before state and federal courts in Maryland and the District of Columbia.

March – Sept. 2007 **Law Clerk/Contract Attorney, Washington, DC:**
- Worked as a contract law clerk pending admission to the Maryland Bar. Following admission, worked as contract attorney for document reviews and volunteered at Maryland Legal Aid Bureau, providing legal assistance to underserved populations in family law, landlord/tenant and custody matters.

Sept. 2006 – Feb. 2007 **Law Clerk, Snider & Associates, LLC, Baltimore, MD:**
- Represented federal civil service clients for an employment law firm in administrative hearings, settlement negotiations, and arbitrations.

Spring Semester 2006 **Law Clerk, Law Offices of Jonathan Zucker, Wash., DC:**
- Provided trial preparation and paralegal assistance to a CJA-appointed attorney in RICO conspiracy case of *United States v. Corey Moore* in US District Court for DC.
- Researched and indexed wiretap audio files and transcription of conversations to support defense counsel's cross-examination of cooperating witnesses and FBI special agents.
- Conducted client visits at Fairfax County Detention Center to defend and prepare case.
- Provided substantive legal research to support motions and courtroom strategy.

Fall Semester 2005 **Clinic, Employment Law/Whistle Blowers, UDC-DCSL, Wash., DC:**
- Researched employment law issues in pursuit of whistle blower claims and in opposition to motions for summary judgment.
- Assisted attorneys in filing claims in US Department of Labor administrative proceedings and U.S. courts in whistle blower protection cases.

Summer/Fall 2005 **Law Clerk, Federal Public Defender, Wash., DC:**
- Wrote and filed motions and pleadings in federal court for white collar and felony street crime cases to include charges of fraud, homicide, and drug trafficking.
- Contributed to the drafting, editing and cite-checking of appellate briefs.

- Visited incarcerated defendants, prepared witnesses, and attended trial in US District Court for the District of Columbia.
- Monitored police debriefings of clients and inspected pre-trial discovery.

Spring Semester 2005 Law Clerk, Public Defender Service, Wash., DC:

- Researched Fourth, Fifth and Sixth Amendment issues.
- Wrote *Brady*/suppression motions and assisted attorneys in trial preparation.
- Prepared witnesses and wrote documents in support of hearings and trials at the Superior Court for the District of Columbia.

Spring Semester 2005 Clinic, Social Security Disability, UDC-DCSL, Wash., DC:

- Successfully represented five HIV Positive clients for Social Security disability claims and litigated child custody rights.
- Interviewed clients, filed initial claims, appeals, and advocacy briefs.
- Wrote wills and child custody complaints.

Fall Semester 2004 Judicial Intern, Judge Gerald Fisher, DC Superior Court:

- Assisted in preparing the judge's daily Felony II calendar, files and correspondence.
- Researched DC law and communicated with lawyers and court personnel.

Summer 2004 Judicial Intern, Judge Arthur L. Burnett, DC Superior Court:

- Conducted legal research, analyzed transcripts, and wrote opinions and orders for a senior trial judge prior to his retirement in August 2004.

Summer 2003 Legal Filing Clerk, Sprenger & Lang P.L.L.C., Wash., DC:

- Filed pleadings, orders and appeals for a class-action employment law firm.

MILITARY AND BUSINESS EXPERIENCE

Mar. – Oct. 2002 Analyst, Civil Service GS-13, US Dept. of Defense, Dahlgren, VA:

- Analyzed foreign governments and activities in the Global War on Terrorism, mapping the inter-related social networks of world leaders to understand influences on their strategic decisions.
- Coordinated efforts between U.S. and foreign intelligence subject matter experts.

Dec. 00 – Mar. 02 Director of Market Development, Freeliant.com, Roanoke, VA:

- Successfully initiated, managed and marketed a start-up venture providing high-speed internet technology and software packages to small businesses in rural Southwest Virginia.
- Implemented business-to-business sales strategy in coordination with a telecom partner.

Aug. 98 – Nov. 00 Stockbroker/Financial Advisor, AMEX Financial Advisors, Roanoke, VA:

- Provided financial services and sales of investments to over 100 clients and responsible for over $3 Million in assets: Series 7, 63, and 65 financial services licenses.
- Successfully functioned in a small business environment to meet short and long-term operating objectives and started a local business referral group.
- Awarded AMEX's prestigious Mercury Award for exceptional client service in 1998.

Nov. 96 – Jul. 98 Deputy Assistant Chief of Staff for Intelligence, G-2, Third Marine Aircraft Wing, US Marine Corps, Irvine, CA:

- Demonstrated executive-level leadership in final tour supporting a Major General (2-stars) and 14,000 Marines worldwide.
- Equivalent to executive-level operations position or director position in the business world.

May 87- Nov. 96 Intelligence Officer, US Marine Corps, Worldwide:

- Strategic and tactical operations and analytical experience included combat leadership of a sniper platoon in Kuwait during Desert Storm, Counter-Narcotics Interdiction Operations in Central and South America, and enforcement of the Dayton Peace Accords in Bosnia.
- Staff experience included 24-hour watch duties and desk officer responsibilities for the US Pacific Command and monitoring Cambodia during the 1993 UN-sponsored elections there.
- Briefed admirals and generals daily.

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

August 2, 2018

Mr. Edward Green
104 Riverside Drive, Apt. 204
Cocoa, FL 32922

Re: Appointment to the Code Enforcement Board

Dear Mr. Green,

This is to notify you that the Cocoa City Council will consider your application for appointment to the Code Enforcement Board at the Regular City Council meeting being held on Tuesday, August 14, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8488.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

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

August 2, 2018

Mr. W. Scott Hannon
1113 Westview Drive
Cocoa, FL 32922

Re: Appointment to the Code Enforcement Board

Dear Mr. Hannon,

This is to notify you that the Cocoa City Council will consider your application for appointment to the Code Enforcement Board at the Regular City Council meeting being held on Tuesday, August 14, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8488.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**			**Expirations in June**
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jim Gifford – Chairperson	2807 Tulane Drive, 32926-5756 jgifford@cfl.rr.com	427-9645 cell	5/16 Reappointed 6/13 Reappointed 4/10 Reappointed 5/07 Reappointed 4/04 Reappointed 11/95 Appointed	2019
Virginia Weaver	2303 MacFarland Drive, Cocoa, FL 32922-7034 chargin316@cfl.rr.com	632-9241	06/18 Reappointed 07/15 Reappointed 05/12 Reappointed 05/09 Reappointed 05/06 Reappointed 8/04 Appointed to Unexpired Term	2021
George Brown, Jr., Vice Chairperson	555 W. King Street, 32922-7421	632-6563	07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2020
Michael A. Cicerrella	2815 Tulane Drive, 32926-5756 mcicerrella6@gmail.com	631-0042 (h) 536-2734 (c)	06/18 Reappointed 05/15 Reappointed 04/12 Reappointed 05/09 Reappointed 05/06 Reappointed 11/04 To Fill an Unexpired Term	2021
~~Michael Klug~~ VACANCY	~~2106 Ivy Drive~~ ~~Cocoa, FL 32922~~ ~~Mjvegas123@aol.com~~	~~514-3533~~	~~06/15 Reappointed~~ ~~03/15 Appointed~~ ~~(fill Z. Lewis seat)~~	~~2018~~
Stephanie Moretto ~~Replaced William Terrell~~ ~~***RESIGNED***~~	105 Forrest Avenue PMB #454 Cocoa, FL 32922 stephigunz@gmail.com	321-704-3599 (hm, wk, cell)	06/18 Reappointed 01/17 Appointed Filled William Terrell's seat when he resigned (1/18)	2021
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	06/18 Reappointed 05/15 Reappointed 03/15 appointed (filled C. Young seat)	2021
VACANCY - 1st Alternate				No expiration
VACANCY - 2nd Alternate				
LIAISON	Councilman Boisvert		Updated 01/17	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Legislation Details (With Text)

File #:	18-310	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	7/17/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Consider the Appointment of Mr. Curt Chandler as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2022. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Chandler-Board application.pdf Chandler Consideration letter.pdf US 1 RDA roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2018
Agenda Date: August 14, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Mr. Curt Chandler as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2022.

BACKGROUND:

Mr. Curt Chandler, owner of Byrd Plaza Mobile Home Park, submitted an application for membership to the U.S.1 Corridor CRA. At the time of submittal, there were no vacancies on the board, however, there are now two vacancies. Ms. Annette Miele resigned from the Board due to relocating to another city, and Ms. Crystal McQueen opted out of reappointment to the board. Both of their terms expired June, 2018.

Mr. Chandler has spoken with Ms. Samia Singleton regarding the board and expressed his interest with her.

He currently meets all of the requirements to serving on the U.S. 1 Corridor Redevelopment Agency. He resides in Satellite Beach, however, he is the owner of Byrd Plaza Mobile Home Park, which falls within the US 1 Corridor.

If approved, Mr. Chandler's term will be for four (4) years and would expire in June, 2022. This would leave one (1) Regular member vacancy on the board.

A current U.S. 1 Corridor Redevelopment Agency roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappoints to City boards as terms expire and vacancies arise.

RECOMMENDED MOTION:

Consider the Appointment of Mr. Curt Chandler as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2022.

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Verified w/ Supervisor of Elections 5/10/18 US IRDA

Carie Shealy Voter Registration # 101164381

From: noreply@civicplus.com
Sent: Monday, May 07, 2018 3:41 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Curt
Last Name	Chandler
Application Date	5/7/2018
Address1	492 Jolly Roger Dr
City	Satellite Beach
State	FL
Zip	32937
District	District 4
Home Phone Number	321 750 9710
Work Phone Number	*Field not completed.*
Cell Phone Number	321 750 9710
Other Phone Number	*Field not completed.*
Place of Business	Byrd Plaza Mobile Home Park
Title/Position Held	Owner
Date of Birth*	11/15/1961

E-mail Address	curt.BPMHP@gmail.com

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (US 1)

(Section Break)

Eligibility	
Have you been a City of Cocoa resident for at least 6 months?	No
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information	
Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	curt chandler bio.pdf
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am interested in the beautification, revitalization, and general improvement of Cocoa with the goal of decreasing crime and improving living conditions of its citizens. While I have presented to and worked with many government agencies around the world providing biometric expertise, I have not held any positions therein. However, I have founded a non-profit organization to help fund a local school and served as its Treasure for 2 years.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Curt M Chandler
Date:	5/7/2018
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

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

August 2, 2018

Mr. Curt Chandler
492 Jolly Roger Drive
Satellite Beach, FL 32937

Re: Appointment to the US 1 Corridor CRA

Dear Mr. Chandler,

This is to notify you that the Cocoa City Council will consider your application for appointment to the US 1 Corridor CRA at the Regular City Council meeting being held on Tuesday, August 14, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8488.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

U.S. 1 Corridor Redevelopment Agency Meets Quarterly On Fourth Monday of Month @ 6:15pm Expirations in June				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Richard Louden – Chairperson (re-elected 8/2010)	547-A Delannoy Avenue, 32922	638-8804 693-3820 (c)	06/18 Reappointed 6/14 Reappointed 4/10 Reappointed 6/06 Reappointed 3/98 Appointed	2022
James McCarthy	116 Lemon St. Cocoa, FL 32922 James1.jm26@gmail.com	631-0092 (w) 917-7910 (c)	07/17 reappointed 06/11/13 Reappointed 12/11/12 appointed	2021
Laura J. Houston, *Vice Chairperson (elected 4/30/18)*	109 N. Fiske Blvd. Cocoa, FL 32922-7211	208-1116 hm	07/15 appointed	2019
VACANCY- ~~Annette Miele~~ **DID NOT REAPPLY**	~~3801 Arrowsmith Dr.~~ ~~Cocoa, FL 32926-6416~~ ~~annettemiele@hotmail.com~~	~~633-1000x639 (W)~~ ~~795-4983 cell~~	~~05/14 Reappointed~~ ~~04/10 Reappointed~~ ~~04/09 appointed (to fill unexpired term of Kaz)~~	~~2018~~
Deva Thomas – filled unexpired term of Lawrence Koss	210 Forest Hill Drive, Cocoa, FL 32926	310-242-1224 (H)	06/18 Reappointed 03/18 Appointed	2022
VACANCY- ~~Crystal McQueen~~ **DID NOT REAPPLY**	956 N. Cocoa Blvd. Ste. 1121 & 1123 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-271-4659 (hm) 321-271-4365 (cell)	10/16 appointed (fulfilling term of Jeri Blanco)	~~2018~~
Thomas H. Yardley	1970 Michigan Ave; Bldg. D 32922-5723 TomYardley@gmail.com	868-7959 633-0400	5/16 Reappointed 5/8/12 reappointed 6/08 reappt. 5/04 Reappointed 3/98 Appointed	2020
LIAISON	Councilman Boisvert		Updated 01/17	
Counsel: Joe Colombo				
RECORDING SECRETARY	Torri Edwards	433-8661		

Legislation Details (With Text)

File #:	18-311	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	7/17/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Consider the Appointment of Mr. Paul Johnson as a Regular member of the Sustainability Advisory Committee. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Johnson- Board application.pdf Johnson Consideration letter.pdf Sustainability Advisory Committee Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2018
Agenda Date: August 14, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Mr. Paul Johnson as a Regular member of the Sustainability Advisory Committee.

BACKGROUND:

The City Council, at its Regular meeting held on December 12, 2017, approved Resolution No. 2017-137, which established a Sustainability Advisory Committee. The Resolution specifically states that the committee shall consist of “no more than eleven (11) and no fewer than five (5) members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa”. Additionally, the Resolution states that “Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan required by this Resolution.”

Mr. Paul Johnson recently submitted an application for membership to the Sustainability Advisory Committee. He is self-employed and he currently meets all of the qualifications for serving on a City board; however, Mr. Johnson resides in unincorporated District 1. Therefore, he is a non-resident, but registered to vote in Brevard County, and per the Cocoa City Code, Section 2-58 (d), he qualifies to serve on the committee. **At this time, he is the third applicant who fits this criteria and would fulfill the 33% as notated in the Code**:

d. Limitation on number of nonresidents serving on boards and committees. Notwithstanding the foregoing, the maximum number of persons not satisfying both the residency and registered voter requirements of this section shall be limited to a number equal to thirty-three percent (33%) of the total number of voting board or committee members allowed to be appointed or elected to that particular board or committee.

If appointed, the Sustainability Advisory Committee will have a total of 10 members.

A current roster for the Sustainability Advisory Committee is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappoints members to Board/Committees as expirations occur or vacancies arise.

RECOMMENDED MOTION:

Consider the Appointment of Mr. Paul Johnson as a Regular member of the Sustainability Advisory Committee.

powered by Legistar™

* verified w/ Supervisor of Elections 7/3/18

Carie Shealy Voter Registration: 108619014

From: noreply@civicplus.com
Sent: Tuesday, June 26, 2018 12:02 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Paul
Last Name	Johnson
Application Date	6/26/2018
Address1	3010 Barkway Dr
City	Cocoa
State	Florida
Zip	32926
District	District 3
Home Phone Number	5138000084
Work Phone Number	*Field not completed.*
Cell Phone Number	5138000084
Other Phone Number	*Field not completed.*
Place of Business	Self Employed
Title/Position Held	Self Employed
Date of Birth*	4/8/1966

E-mail Address	prjrvp@gmail.com

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

(Section Break)

Various City Boards/Committees Available	Sustainability Advisory Committee

(Section Break)

Eligibility	
Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information	
Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Personal Sustainability: I thoroughly enjoy sharing my knowledge of sustainability with others in the hopes they too will enjoy driving electric cars, using electric lawn tools, and powering their energy efficient homes (and businesses) from renewable energy. There is something exhilarating about saving money and providing a better future for our residents, county, state, country, and the world. My wife and I own two electric vehicles (EVs), and are members of the Space Coast EV Club. I thoroughly enjoy the EV events where we educate people about the joy, savings, and utter silence of driving an electric car. We have recently replaced every gasoline based lawn tool with battery, and now I can mow at 6 AM and no one hears me. It is a "cool" thing to do at that time of the morning. We are exploring all forms of sustainability for our family, including solar. Community Sustainability: I spoke to the management team of the HIlton in Melbourne Beach on energy efficiency and sustainability to get them started on Hilton's national sustainability project. I attend every education event I can where our EV club educates people on driving an EV. I was brought in as an EV expert for a similar event run by

	Electric Car Insider magazine in Orlando. We educated fleet buyers to individual owners in a two day ride and drive event. I have also done a presentation in the Cocoa Beach library with other speakers educating on the value sustainability for individuals and their families. My Mission On The Board: To play an integral part in helping the board to achieve its goals while educating and learning along the way.

(Section Break)

State Reporting Requirements
Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification
By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Paul Ray Johnson
Date:	6/26/2018
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings),

dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

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

August 2, 2018

Mr. Paul Johnson
3010 Barkway Drive
Cocoa, FL 32926

Re: Appointment to the Sustainability Advisory Committee

Dear Mr. Johnson,

This is to notify you that the Cocoa City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Tuesday, August 14, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8488.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Sustainability Advisory Committee (established by Resolution No. 2017-137) **Agency** **Meets Quarterly on the 1st Thursday of the Second Month** **No Expiration**				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jennifer L. Riggs Committee member	1629 N. Indian River Drive Cocoa, FL 32922 District 2 jlovittriggs@yahoo.com	414-698-8750	02/27/18 appointed	
Lorraine Koss Committee member	2115 N. Indian River Drive Cocoa, FL 32922 District 4 Lorraine.koss@gmail.com	703-201-8811	02/27/18 appointed	
Rafael Costas	1319 Tarton Way Cocoa, FL 32926 rafycostasrc@gmail.com	321-746-2980 hm 321-746-2980 cell	06/26/18 appointed	
Gisele Nieman Committee member (1/3 of members outside of Cocoa)	4445 Seneca Avenue Cocoa, FL 32926 District 1 (unincorporated) Gnieman13@gmail.com	321-446-8920	02/27/18 appointed	
Marlene Weiss Committee member	2415 Tulane Drive Cocoa, FL 32926 District 3 naturalhealingmassage@gmail.com	321-298-5831	02/27/18 appointed	
Trina Gilliam Committee member	813 Temple Street Cocoa, FL 32922 trinagilliam71@gmail.com	321-216-6345 (hm)	04/24/18 appointed	
Susan Hushla Committee member	115 N. Indian River Drive, Unit 231 Cocoa, FL 32922 Susan.hushla@gmail.com	985-503-0019 (cell)	04/24/18 appointed	
Robert Musser Committee member	407 N. Indian River Drive Cocoa, FL 32922 RMusser@att.net	321-212-7678 (hm) 321-394-3256 (work) 727-686-9778 (cell)	04/24/18 appointed	
Josephine Shim Committee member (2/3 of members outside of Cocoa)	4010 Dakota Avenue Cocoa, FL 32926 Shimjo2001@yahoo.com	321-636-4493 (hm) 321-431-9932 (cell)	04/24/18 appointed	
LIAISON	Councilwoman Brenda Warner	(321) 543-6609		

Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY				

Legislation Details (With Text)

File #:	18-340	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	8/2/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Confirm the Mayor's nomination of Mr. Clinton E. Warner III, as the Resident member of the Cocoa Housing Authority through December 31, 2021. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Warner Board application.pdf Email from Herb Hernandez.pdf Warner Consideration letter.pdf Housing Authority of the City Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2018
Agenda Date: August 14, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Confirm the Mayor's nomination of Mr. Clinton E. Warner III, as the Resident member of the Cocoa Housing Authority through December 31, 2021.

BACKGROUND:

Mr. Herb Hernandez, Executive Director of the Housing Authority, has reviewed the attached application for Mr. Clinton E. Warner, III, as the Resident member of the Cocoa Housing Authority. If appointed, he would replace Mr. Scott Buzzell, who did not wish to be reappointed when his term expired on December 31, 2017.

Mr. Warner came to the Cocoa Housing Authority as a participant in the Volunteers of America Supportive Services for Veteran Families. According to Mr. Hernandez, he is intelligent, well-spoken, and sincere. Additionally, he served as a member of the Coast Guard for a number of years.

Housing Authority appointments require a nomination from the Mayor and consideration by City Council, per Section 421.05, Florida Statutes. The City Clerk provided the information on Mr. Warner to Mayor Parrish and he fully supports the application.

Mr. Warner currently meets all qualifications for serving on a City Board. If appointed, Mr. Warner

would serve a four year term, through December 31, 2021.

A current Cocoa Housing Authority roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Appointments and reappointments are made to City boards as terms expire and vacancies arise.

RECOMMENDED MOTION:

Confirm the Mayor's nomination of Mr. Clinton E. Warner III, as the Resident member of the Cocoa Housing Authority through December 31, 2021.

Voter Registration
121243865

RECEIVED
JUL 25 2018
OFFICE OF THE CITY CLERK

COCOA FLORIDA

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Clinton E. Walker III Application Date: 7/24/18

Street Address, Including Zip Code: 403 D street Cocoa, FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ✓ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: 321-749-6030 Work: 321-452-641 Pager: _____ Cell: 321-749-6030

Place of Business: Retail

Title/Position Held: ~~Hardware Specialist~~ Sales Specialist

Date of Birth[2] 11-5-59

Email Address: clinwa@

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board - Police
	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
✓	Housing Authority		Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
	Sustainability Advisory Committee		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes	✓	No	✓
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	

Have you ever been convicted or found guilty, regardless
traffic violation

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ___ No ✓

If yes, have your civil rights been restored? Yes ___ No ___
Do you consent to a standard criminal background check? Yes ✓ No ___
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ___ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ___ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ___ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I am interested in serving the Cocoa community in a capacity that helps people in need. I received help from the Housing Authority and it turn would like to help in any way that organization. I have 20 plus years serving in customer relations + service.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

✓ African-American
___ Asian-American
___ Hispanic-American
___ Native American
___ Caucasian

GENDER

✓ Male
___ Female

DISABILITY

___ Physically Disabled

Redevelopment Agency -Diamond Square:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Third Monday of each month at 6:15 pm in the City Council Chambers.

Redevelopment Agency - U.S. 1 Corridor:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Quarterly on the Fourth Monday of each month at 6:15 pm in the City Council Chambers.

Sustainability Advisory Committee:
Term: No expiration date.
Members: Minimum of 5 members, no more than 11 members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan.
Duties: To advise and assist the City in establishing a written Sustainability and Resiliency Plan.
Meetings: Quarterly on the 1st Thursday of the 2nd month at 6 pm.

Utilities Advisory Board:
Term: 3 years.
Members: 5 members appointed by City Council.
Duties: To advise City Council on matters relating to utility subjects.
Meetings: As needed at 6 pm in the City Council Chambers.

==========

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

****

THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

BRIEF DESCRIPTION OF CITY BOARDS AND COMMITTEES AND MEETING INFORMATION

Affordable Housing Advisory Committee:
Term: 3 years.
Members: 11 members.
Duties: Meet triennially to review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan and recommended specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.
Meetings: Once every three years in Council Chambers.

Board of Adjustment:
Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide special exceptions and variances to the zoning ordinance, as well as appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Building Official in the enforcement of the zoning and sign ordinance.
Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

Code Enforcement/Drug Related Public Nuisance Board:
Term: 3 years.
Members: 7 members; 2 alternate members, including an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.
Duties: To hear and decide alleged violations of certain codes of the City, and to hear drug related nuisance cases.
Meetings: Third Thursday of each month at 6:00 pm in the City Council Chambers.

Brownfields Advisory Board:
Term: No expiration
Members: Minimum of 3 members, no more than 11 members. Includes residents within or adjacent to the Brownfield area and businesses, non-profits and government operating within the Brownfield area.
Duties: To assist in the development and implementation of the strategic plan for the area; to oversee and monitor the implementation of the strategic plan; to identify and recommend to the City Council ways to remove regulatory barriers; and to identify to the City Council the financial needs of, and local resources or assistance available to, eligible businesses in the area.
Meetings: quarterly: January, April, July, and October, at 12 pm in City Hall.

Housing Authority:
Term: 4 years.
Members: 5 members.
Duties: Acquisition, lease, construction, reconstruction, improvement, and operation of federally-funded housing projects within the City. Work with Brevard County Housing Authority.
Meetings: Third Tuesday of each month at 6:00 pm at 868 Stone Street.

Pension Board - Fire:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the firefighters' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - General Employees:
Term: 3 years.
Members: 5 members, three who are appointed by City Council, one who is a full-time general employee elected by a majority of the general employees that are members of the system, and a fifth member who is chosen by the previous four trustrees.
Duties: To administer and advise the City on the general employees' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - Police:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the police retirement system.
Meetings: Quarterly or as necessary.

Planning & Zoning Board:
Term: 3 years.
Members: 9 members; 2 alternate members.
Duties: To act in an advisory capacity to the City Council relating to zoning and land use matters.
Meetings: Second Wednesday of every month at 6:00 pm in the City Council Chambers.

Redevelopment Agency - Cocoa:
Term: 2 members appointed by City Council for 4 years.
Members: the 5 members of the City Council and 2 members appointed by the City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: First Tuesday of every month at 5:00 pm in the City Council Chambers.

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: _____ Date: 7/24/2018

Social Security No: [redacted]

Drivers License No:

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

Carie Shealy

From: Herb Hernandez <hhernandez@haccfl.com>
Sent: Wednesday, July 25, 2018 6:15 PM
To: Carie Shealy; Monica Arsenault
Subject: FW: Clinton Warner Board Application
Attachments: Clinton Warner Board Application.pdf

Carie and Monica,

Our Chairman, Mr. Joe Robinson, and CHA staff have spoken with several noteworthy residents. Mr. Warner is recommended to be appointed as the Resident Commissioner to replace Mr. Buzzell. Mr. Warner came to CHA as a participant in the Volunteers of America Supportive Services for Veteran Families. He is intelligent, well-spoken and sincere. He served in the Coast Guard for a number of years.

I highly recommend him, as does Chairman Robinson.

Herb Hernandez
Executive Director

Cocoa Housing Authority
828 Stone Street
Cocoa, FL 32922
321 636 8535 ext. 103

Warning:
This message, and any attachments to it, contains privileged/confidential information of Cocoa Housing Authority and may not be disclosed, used, copied, or transmitted in any form or by any means without prior written permission from Cocoa Housing Authority . If you are not the intended recipient, delete the message and any attachments from your system without reading or copying it. If you have received this message in error, please notify the sender immediately.

From: Debra Krueger
Sent: Wednesday, July 25, 2018 4:00 PM
To: Herb Hernandez
Subject: Clinton Warner Board Application

Herb-
Per your request attached is Mr. Warner's Board Application to be sent on to the City for their approval.
Please send to cshealy@cocoafl.org and marsenault@cocoafl.org after you have added your words to accompany the app.

Debra Krueger, CGFO
Administrative Services Director
Phone: 321-636-8535 ext. 106 • Fax: 321-632-4729
The Housing Authority of the City of Cocoa
828 Stone Street, Cocoa, FL 32922

"Exploring New Horizons to Create Better Communities"

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

August 2, 2018

Mr. Clinton Warner III
403 D Street
Cocoa, FL 32922

Re: Appointment to the Cocoa Housing Authority

Dear Mr. Warner,

This is to notify you that the Cocoa City Council will consider your application for appointment to the Cocoa Housing Authority at the Regular City Council meeting being held on Tuesday, August 14, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8488.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Housing Authority of the City Of Cocoa - Terms of Office Fall Under The Housing Authority Program

Requirements **Meets Third Tuesday Every Month** **Expirations in December**

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
~~Buzzell, Scott L. (resident member)~~ **VACANCY (never reapplied)**	~~1119 Fern Avenue Cocoa FL 32922~~	~~321-458-2620 (home) 321-639-2233 (work) 321-458-2620 (cell) Scott.Buzzell@yahoo.com~~	~~12/10/2013~~ ~~***initial term 1/1/14-12/31/17 (four year)***~~	~~December 31, 2017~~
Cole, Thomas	3219 Bayfield Cocoa FL 32922	321-652-9676 (work) 321-288-9486 (cell) Thomas.cole@emmajewelcharter.com	02/10/15 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/14 (one year)***	December 31, 2018
Jackson, Marian T.	1209 Heritage Acres Boulevard Rockledge FL 32955	321-633-9427 (home) 321-837-7081 (work) 321-537-6999 (cell) marijack77@gmail.com	12/08/15 reappointed 12/10/2013 ***initial term 1/1/14-12/31/15 (two year)***	December 31, 2019
Joiner, Chenita	2202 Mercer Drive Cocoa FL 32926	321-639-6413 (home) 321-633-2007 (work) 321-591-4501 (Cell) Jkeds01@earthlink.net	12/13/16 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/16 (three year)***	December 31, 2020
Robinson, Joe C. (Chairman)	5510 Bent Oak Drive Titusville FL 32780	321-383-4424 (home) 321-383-3026 (work) 321-361-2325 (cell) nbcsc@cfl.rr.com	1/09/18 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/17 (four year)***	December 31, 2021
LIAISON	Mayor Parrish		Updated 01/17	
Contact Info:	828 Stone St. Cocoa, FL 32922	636-8535 (office) 632-4729 (fax)	Chief Exec. Officer Debra Krueger, Records Asst. Debra Krueger dkrueger@haccfl.com	

Legislation Details (With Text)

File #:	18-323	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	7/30/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Ordinance No. 07-2018/2nd & Final Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-2018 City Council Meeting Times.pdf Legal Ad OrderConf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2018
Agenda Date: August 14, 2018
Prepared By: Carie Shealy, City Clerk
Through: Anthony Garganese, City Attorney
Requested Action:
Ordinance No. 07-2018/2nd & Final Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday.

BACKGROUND:

At the Regular City Council meeting held on Tuesday, April 24, 2018, the idea of moving Regular City Council meetings from Tuesday to Wednesday was raised and briefly discussed by the City Council. The City Council directed that the City Attorney and Staff review the City Council's legal authority to amend the regular meeting day, review the impact on the current City board calendar and to report back to the City Council so the Council could consider whether or not to amend the regular meeting day.

Article III, Section 12(b) of the City Charter provides that the City Council shall meet regularly at such times and places as may be prescribed by ordinance, but in no event less than once each month. Pursuant to the requirements of the City Charter, the City Council has established regular City Council meeting times in accordance with Section 2-51 of the City Code, which currently requires that regular City Council meetings shall be held every second and fourth Tuesday of each and every month. Specifically, Section 2-51 provides:

Section 2-51(a): Time, place for regular meetings; procedure for cancelling meetings and calling special meetings.

*"The regular meetings of the city council shall be held in the council meeting room in the Municipal City Hall building, such building being a publicly owned facility within the city limits, at 6:00 p.m. every second and fourth **Tuesday** of each and every month. The meeting time may be adjusted by* the *city council on a case-by-case basis to address special circumstances."*

Therefore, if the City Council desires to amend the regular City Council meeting to Wednesdays, Section 2-51 must be amended. At the Regular City Council Meeting on July 24, 2018, City Council passed the first reading of Ordinance No. 07-2018, which is proposing to amend the regular meeting day from Tuesday to Wednesday on the second and fourth weeks each month.

Please be advised that if the meeting days are changed, it will require a calendar adjustment to new nights for the following boards in order to avoid a scheduling conflict:

- **Planning & Zoning Board:** meetings are the 2nd Wednesday of every month
- **Utilities Advisory Board:** Meetings are held quarterly on the 4th Wednesday of the month

The Planning & Zoning Board members were polled at their July 17, 2018 Special meeting. ***There were no issues if their meeting day was to change.***

The Utilities Advisory Board, which generally meets quarterly, members were polled at their July 18, 2018 Special meeting. ***While there were some issues with their meeting days being moved to Tuesday or Thursday, however, they all noted it was Council's ultimate decision and they would work with the change of day if needed.***

Another benefit is that over the years some citizens have expressed the inability to attend City Council meeting as the School Board meets on the same days and times. This changes will afford parents and concerned citizens the opportunity to attend both the School Board and City Council meetings. Operationally, each year in determining the Budget Calendar, staff must work around scheduled meetings of the School Board and Board of County Commission to ensure there are no schedule conflicts that would prevent a citizen, business owner or property owner from attending public hearings for the adoption of the City budget.

During the July 24, 2018, Regular Meeting it was discussed by City Council and Staff a proposed implementation date of the change and it was tentatively scheduled to start in September. However, after consulting with the City's Public Relations Specialist, it was recommended to make this change effective October 2018. The recently published Quarterly FYI, along with the City of Cocoa Council Town Hall Meeting Magnets, list the dates for City Council meetings as currently scheduled. Beginning this change with the October 2018 Regular City Council meetings will provide sufficient time to appropriately promote and advise citizens of the change in meeting days.

Approval of the second and final reading of Ordnance No. 07-2018 on August 14, 2018 will formally amend Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday.

STRATEGIC PLAN CONNECTION:

Civic Engagement: Volunteer Boards, 1, (c) Re-evaluate meeting frequency and/or schedule of all

boards; to ensure attendance obligations are manageable.

Ensuring the most effective, efficient, and equitable delivery of services for the residents of Cocoa, by providing a more convenient day for citizens to attend public meetings and to be able to engage with their City and its representatives.

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council approved Ordinance No. 02-2013 on January 8, 2013, which changed the ***meeting time*** of City Council meetings.

City Council tabled Ordinance No. 07-2018 on First Reading at the Regular City Council meeting held on July 10, 2018 in order to poll the affected boards.

City Council approved Ordinance No. 07-2018 on First Reading at the Regular City Council meeting held on July 24, 2018.

RECOMMENDED MOTION:

Ordinance No. 07-2018/2nd & Final Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday.

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ORDINANCE NO. 07-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-51 OF THE CITY CODE TO PROVIDE THAT REGULAR CITY COUNCIL MEETINGS SHALL BE HELD ON EVERY SECOND AND FOURTH WEDNESDAY OF EACH AND EVERY MONTH; 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, Article III, Section 12(b) of the City Charter provides that the City Council shall meet regularly at such times and places as may be prescribed by ordinance, but in no event less than once each month; and

WHEREAS, pursuant to the requirements of the City Charter, the City Council has established regular City Council meeting times in accordance with Section 2-51 of the City Code, which currently requires that regular City Council meetings shall be held every second and fourth Tuesday of each and every month; and

WHEREAS, the City Council desires to modify Section 2-51 of the City Code to require the City Council to conduct regular meetings every second and fourth Wednesday of each and every month; and

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. **Amendment to Section 2-51 of the City Code Amendment.** The City of Cocoa Code of Ordinances, Section 2-51 is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

Sec. 2-51. - Time, place for regular meetings; procedure for cancelling meetings and calling special meetings.

(a) The regular meetings of the city council shall be held in the council meeting room in the Municipal City Hall building, such building being a publicly owned facility within the city limits, at 6:00 p.m. every second and fourth ~~Tuesday~~ Wednesday of each and every month. The meeting time may be adjusted by the city council on a case-by-case basis to address special circumstances.

(b) In the event a regular meeting coincides with a holiday or for any reason a quorum will not be available, the council by majority vote may cancel or reschedule such meeting.

(c) In the event the city manager becomes aware that a quorum of the council will not be available or that there is no business which needs to be presented to the council, the city manager may notify each available member of the council of the facts and, if there is no objection, cancel such regular meeting. No more than one (1) meeting per month may be cancelled by this procedure.

(d) Special meetings may be called by the mayor or the city manager as from time-to-time may be required.

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, and the City Council's regular meeting schedule shall change to Wednesdays as set forth in this Ordinance beginning in October 2018.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of August, 2018.

_____

HENRY U. PARRISH III, Mayor

ATTEST:

_____

CARIE SHEALY, MMC
City Clerk

First Reading:	7/24/2018
Second Reading:	8/14/2018
Legal Ad Published:	8/04/2018
Effective Date:	8/14/2018

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.: 0003072236
Pymt Method Invoice
Net Amt: $198.84

Run Times: 1

No. of Affidavits: 1

Run Dates: 08/04/18

Text of Ad:

AD#3072236, 8/4/2018
CITY OF COCOA
NOTICE OF PUBLIC HEARING

August 14, 2018

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, August 14, 2018, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 07-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-51 OF THE CITY CODE TO PROVIDE THAT REGULAR CITY COUNCIL MEETINGS SHALL BE HELD ON EVERY SECOND AND FOURTH WEDNESDAY OF EACH AND EVERY MONTH; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

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

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting:

Carie Shealy, City Clerk, 65 Stone Street, Cocoa (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 25th
day of July, 2018.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-330	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	7/31/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Ordinance 05-2018/2nd & Final Reading: Amending Appendix A, Zoning, Article X, Section 3 of the City Code, to modify the requirements to allow the construction of single-family dwellings and customary accessory buildings on a nonconforming lot of record. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 05-2008				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2018
Agenda Date: August 14, 2018
Prepared By: Dodie Selig, AICP, Planning & Zoning Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve Ordinance 05-2018 amending Appendix A, Zoning, Article X, Section 3 of the City Code, to modify the requirements to allow the construction of single-family dwellings and customary accessory buildings on a nonconforming lot of record.

BACKGROUND:

In accordance with Appendix A. Zoning, Article XXI, Section 1(G)(2) of the Code of the City of Cocoa, the City Council 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 City has identified an area of the City Code, specifically Appendix A. Zoning, Article X, Section 3,

related to non-conforming lots of record which should be clarified.

The intent of this section is to ensure that property owners maintain reasonable use of their lots if they become nonconforming lots due to a change in the Zoning Ordinance of the City. The City currently allows, in any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings to be erected on the nonconforming lot of record, provided that yard dimensions and requirements other than area and width are satisfied. Notably, this language does not include any reference to depth. Therefore, currently, if a lot in a district in which single-family dwellings are permitted meets the minimum lot width and area requirements, but is an insufficient depth due to a change in the zoning code, no dwelling could be built without seeking a variance. City staff believes that a variance should not be required to build a single-family dwelling on a lot that is legally nonconforming because of insufficient depth when zoning requirements are otherwise met. In other words, there is no apparent reason to distinguish between legally nonconforming lots that are nonconforming due to width or area and those that are nonconforming due to depth, provided that all other requirements of the zoning code, including setbacks, are met. This amendment would not alter the requirement that all setbacks and other zoning code requirements be met in order to construct a single-family dwelling or customary accessory building(s) on a nonconforming lot of record.

The lack of clarity in the language has caused confusion that staff would like to resolve with the adoption of the attached ordinance provided by the City Attorney.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policy supports the proposed zoning text amendment:

- Future Land Use Element Policy 1.1.10.10: The City shall review the non-conforming section of the land development code to ensure its effectiveness.

Staff recommends that the City Council approve Ordinance No. 05-2018 amending Appendix A. Zoning, Article X, Section 3 of the City Code, to modify the requirements to allow the construction of single-family dwellings and customary accessory buildings on a nonconforming lot of record.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its July 17, 2018 special meeting.
City Council approved the first reading of Ordinance 05-2018 at its July 24, 2018 meeting.

RECOMMENDED MOTION:

Approve Ordinance 05-2018 amending Appendix A, Zoning, Article X, Section 3 of the City Code, to

modify the requirements to allow the construction of single-family dwellings and customary accessory buildings on a nonconforming lot of record.

ORDINANCE NO. 05-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE X, SECTION 3 OF THE CODE OF THE CITY OF COCOA TO MODIFY THE REQUIREMENTS TO ALLOW THE CONSTRUCTION OF SINGLE-FAMILY DWELLINGS AND CUSTOMARY ACCESSORY BUILDINGS ON A NONCONFORMING LOT OF RECORD; 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, to ensure that property owners maintain reasonable use of their lots if they become nonconforming lots due to a change in the Zoning Ordinance of the City of Cocoa, the City currently allows, in any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings to be erected on the nonconforming lot of record, provided that yard dimensions and requirements other than area and width are satisfied; and

WHEREAS, the City Council desires to extend the ability to construct a single-family dwelling and customary accessory buildings to owners of nonconforming lots of record that are nonconforming by reason of the lack of sufficient depth; and

WHEREAS, the requirements that all other yard dimensions and zoning requirements be satisfied, other than area, width, and/or depth, shall remain intact; 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 X, Section 3, 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 X, Section 3. It is intended that the text in Appendix A, Article X, Section 3 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 X. – NONCONFORMITIES

*** * ***

Sec. 3. - Nonconforming lots of record.

In any district in which single-family dwellings are permitted, notwithstanding limitations imposed by other provisions of this ordinance, a single-family dwelling and customary accessory buildings may be erected on any single lot which is of record at the effective date of adoption or amendment of this ordinance. ~~Such lot shall be in separate ownership and not of continuous frontage with other lots in the same ownership.~~ This provision shall apply ~~even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the districts, provided that yard dimensions and other requirements are not involving area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located.~~ only where yard dimensions and requirements other than area, width, and/or depth conform in all other respects with the land development regulations for the applicable zoning district. Such lot shall be in separate ownership and not of continuous frontage with other lots in the same ownership.~~Variances of yard dimensions other than area or width, or both, shall be obtained only through action of the board of adjustment.~~

If two (2) or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this ordinance, and if all or part of the lots do not meet the requirements for lot width and area as established by this ordinance, the lands involved shall be considered to be an undivided parcel for the purposes of this ordinance. No portion of said parcel shall hereafter be created and used as a separate parcel or sold or otherwise subdivided which does not meet lot width and area requirements established by this ordinance, unless the portion which in excess of the lot width requirements is sold in order to create a lot meeting the requirements of the ordinance, or as an addition to the zoning parcel, nor shall any division of the parcel be made which leaves remaining lot with width or area below the requirements of this ordinance. Notwithstanding this aggregation of land requirement, a single-family dwelling and customary accessory buildings may be erected on any such single lot of record in a residential zoning district providing the land density requirements of the comprehensive plan are satisfied and the proposed single-family dwelling and any customary accessory building are compatible to the surrounding neighborhood with respect to property values and building size. For purposes of this paragraph, compatible shall mean substantially similar to or exceeds the property values and building size of other single-family dwellings and customary accessory buildings in the surrounding neighborhood.

On any property zoned Core-Commercial (CC), Commercial Parkway (CP or CBD Central Business District) which at the time of the effective date of Ordinance 7-88 lawfully exists pursuant to the provisions of this section, article, and Appendix A, then notwithstanding the minimum lot area limitations imposed on such property by said Ordinance 7-88, such property may as a matter of right be used for any permitted use allowed in the zoning district which such property is designated pursuant to Ordinance 7-88 so long as, and only if, such property can meet the "minimum yard" and parking requirements established for said zoning district, and other lots may apply for variances from the provisions of said districts.

*** * ***

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2018.

_____

HENRY U. PARRISH, Mayor

ATTEST:

_____

CARIE SHEALY, MMC
City Clerk

First Reading: 07/24/2018
Second Reading: 08/14/2018
Legal Ad Published: _____
Effective Date: _____

Legislation Details (With Text)

File #:	18-334	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Public Hearing
File created:	8/1/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	City Council consideration and public comment on the allocation of the 2018 Edward Byrne Memorial Justice Assistance Grant in the amount of $24,879. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CDW Quote for Laptops.pdf JAG- LEGAL AD PROOF.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 1, 2018
Agenda Date: August 14, 2018
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 2018 Edward Byrne Memorial Justice Assistance Grant in the amount of $24,879

BACKGROUND:

The Police Department received notification of its 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) allocation in the amount of $24,879. 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, plus interest must be expended. The Police Department requests public comment and City Council's consideration. Funds will not be awarded until FY 2019 the Department will include these funds in FY 2019 budget.

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:

Budget-pending approval of the FY2019 budget	No
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	$24,879
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 2018 Edward Byrne Memorial Justice Assistance Grant in the amount of $24,879

QUOTE CONFIRMATION

DEAR SUSAN LAMBERT,

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
JZDR938	8/1/2018	CF-54	3882193	$4,200.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 54 Premium Public Sector Service Package - 14" - Core i Mfg. Part#: CF-54F9-00KM UNSPSC: 43211503 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	1	4379459	$2,975.00	$2,975.00
Havis CF-H-PAN-422-2-P - port replicator 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
Havis Premium Passenger Side Mount Package - mounting kit Mfg. Part#: PKG-PSM-303 UNSPSC: 31162313 Chevy Impala Mount Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	1	4610358	$400.00	$400.00

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
SUSAN LAMBERT
1226 WEST KIGN ST
COCOA, FL 32922-7982
Phone: (321) 639-7527
Shipping Method: DROP SHIP-GROUND

SUBTOTAL	$4,200.00
SHIPPING	$0.00
GRAND TOTAL	$4,200.00

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

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A GANNETT COMPANY

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003076193
Pymt Method Invoice
Net Amt: $69.34

Run Times: 1

No. of Affidavits: 1

Run Dates: 08/04/18

Text of Ad:

AD#3076193, 8/4/2018
CITY OF COCOA
NOTICE OF PUBLIC HEARING
AUGUST 14, 2018

NOTICE IS HEREBY GIVEN that the Cocoa Police Department received notification of the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $24,879. The project area identified for future use of said funds is laptop computer—will be used to purchase 5 laptop computers along with the monitoring kits for the vehicles.
The City Council will hold a public hearing on Tuesday, August 14, 2018, at 6:00 p.m., in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa. Public Comment will be solicited on the proposed use of grant funding. If you have any questions, or require additional information, please contact the Office of the City Clerk by phone at 321-433-8484 or through email at cshealy@cocoafl.org.

Dated this 2nd day of August, 2018
ByCarie Shealy, MMC, City Clerk,
City of Cocoa

Legislation Details (With Text)

File #:	18-331	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	7/31/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Ordinance 06-2018/1st Reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village Sub-district. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 06-2018 Waterfront Overlay District				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 31, 2018
Agenda Date: August 14, 2018
Prepared By: Dodie Selig, AICP, Planning & Zoning Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve Ordinance 06-2018 amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village Sub-district.

BACKGROUND:

The CRA Board approved submittal of the application for this proposed zoning amendment at its June 12, 2018 meeting based on a response to a recent Request for Proposals (RFP # P-18-12-COC) for "Purchase of Real Estate and Development of Real Property for 603 Brevard Avenue (also known as the former location of the City Hall), Cocoa, Florida," which was submitted to the CRA Agency for the redevelopment and disposition of the 603 Brevard Avenue property which is owned by the CRA Agency. The proposal submitted by one of the applicants highlighted the need for a zoning code change.

The RFP was issued on Monday, January 22, 2018 and sought the development of a mixed-use structure containing a garage with approximately one hundred (100) public-parking spaces.

A proposal submitted by Jack D. Brown and Lodging Decisions, Inc., contemplated the construction of a 7-8 story mixed-use structure; ground level retail; a 112 room suites hotel with rooftop pool, meeting facilities, board room, casual dining/lounge; and a garage. The project site consists of two

parcels, comprising 0.87 acres, located on the west side of Brevard Ave. and immediately south of Factory Street.

It should be noted that the proposal primarily affects the number of stories that can constructed on the properties affected by this zoning change. As it relates to the CRA selected respondent, the project is still required to meet all other land development regulations and be consistent with the City Comprehensive Plan. **The focus of this requested action is not, and should not be, the proposed project, it should be centered on the appropriateness of this zoning change proposed.**

603 Brevard Avenue is a vacant piece of land which was the site of the former City Hall. Currently, the property is an unproductive piece of land. The CRA Agency acquired the property from the City for redevelopment purposes after the current City Hall was constructed and has attempted to find a developer to redevelop the property as an asset to the Cocoa Village and Redevelopment Area. A previous development agreement with a prior developer to develop a mixed use project was terminated by the CRA Agency due to the prior developer's inability, over the course of many years, to proceed with the development of the prior project. **Although the 603 Brevard Avenue proposal was the catalyst for this proposed amendment to the zoning code and the Regulating Plan, such amendments are not contingent upon the actual development of the hotel, retail, and parking garage proposed by Jack D. Brown and Lodging Decisions, Inc.** In general, the proposed amendment, if approved, may make it more attractive for developers to want to work with the CRA Redevelopment Agency to redevelop 603 Brevard Avenue to its highest and best use and the site becoming a catalytic asset to Cocoa Village and Cocoa CRA Redevelopment Area, as originally intended when the CRA Agency acquired the property many years ago.

Zoning Ordinance Amendment Analysis

In accordance with Appendix A. Zoning, Article XXI, Section 1(G)(2) 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.

The Planning and Zoning Board met on July 24, 2018 at a special meeting and considered this amendment to the zoning code.

Need and justification for change

In May of 2013, the City Council adopted the Cocoa Waterfront Overlay District (CWOD), which was an action item of Cocoa Waterfront Master Plan undertaken by the Cocoa CRA to better regulate design, form and function within the redevelopment area. Form based codes are a more modern approach to regulate development to ensure quality development versus adherence to strict, and many times inconsistent district bulk regulations under traditional zoning codes.

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The purpose of the COWD is to establish design standards to perpetuate the positive design elements and the residential and commercial patterns found within the Cocoa CRA Redevelopment Area. The CWOD assists in the implementation of the Cocoa Waterfront Master Plan, dated November 2008, which requires regulations by sub district that address design, scale and appearance of development within the Cocoa Redevelopment Area. Staff acknowledges that the 2008 Cocoa Waterfront Master Plan is planned to be updated. The proposed amendment is consistent with both the 2008 Cocoa Waterfront Master Plan and the planned 2018 Update to the Waterfront Master Plan. The properties affected by this proposed amendment are located outside of the Waterfront Update 2018 Study Area.

The Regulating Plan for the Cocoa Waterfront Overlay District and the Cocoa Village Sub-district currently only permits a maximum of 5 stories under the Commercial Mixed-Use - Medium building type, which is the largest presently allowed under the sub-district. The regulating plan does not address height in terms of a maximum number of feet; however the plan allows the first floor of a non-residential building to have a maximum of 20 feet and each floor thereafter a maximum of 12 feet. Therefore, a Commercial Mixed-Use - Medium building with non-residential use in this sub-district could currently be a maximum of 68 feet.*

*** Note:** The properties affected by the proposed amendment are in the Central Business District, which is the underlying zoning designation. Appendix A. Zoning, Article XI, Section 13(F), Central Business District, provides that the maximum building height for the Cocoa Village Overlay is 65 feet. However, Appendix A, Article XI, Section 22(C) provides as follows with respect to the priority of the CWOD with other codes and ordinances:

> (C) Applicability.
>
> 1. The provisions of this Code, when in conflict, shall take precedence over those of other codes, ordinances, regulations and standards except the Local Health and Safety Codes.
>
> 2. Issues not covered by this Section shall be subject to those sections of this land development code, except where they would be in conflict with 22.B Purpose of the Overlay.
>
> 3. Where in conflict, numerical metrics shall take precedence over graphic metrics.
>
> Because the provisions of the Cocoa Waterfront Overlay in Section 22 take precedence over other codes and specifically state that issues “not” covered by the Cocoa Waterfront Overlay section will be subject to the other sections of the land development code, the building height as established in the Cocoa Waterfront Overlay shall take precedence over the height established in the CBD. No conflict currently exists between these two building height provisions.

The potential maximum height allowed under the proposed amendment, i.e., designating certain properties in the Cocoa Village Sub-district to allow "Commercial/Mixed-Use - Large" buildings, will be 104 feet on certain properties. **Currently under the Cocoa Waterfront Overlay, "Commercial/Mixed-Use - Large" buildings may be up to eight stories. As stated above, the first floor of a non-residential building may have a maximum of 20 feet and each floor thereafter a maximum of 12 feet, equating to a total maximum of 104 feet.**

However, it should be noted that, currently, the only sub-district of the Cocoa Waterfront Overlay allowing "Commercial/Mixed-Use - Large" buildings is the Waterfront sub-district. All properties with a Waterfront sub-district designation may already be built to 104 feet in height. This amendment would allow buildings to be built on a larger scale farther inland but only on the block in the Cocoa Village sub-district that is bordered by Factory Street on north, Brevard Avenue on the east, Rosa L. Jones Dr. on the south, and John Garren Lane on the west. The application is only proposing to affect six specific parcels on that particular block in the Cocoa Village sub-district. The amendment would not allow larger scale development throughout the Cocoa Village sub-district.

The parcels chosen for a "Commercial/Mixed-Use - Large" designation were chosen in order to create a "step-down" effect with gradually reducing building heights. Specifically, two parcels with a "Commercial/Mixed-Use - Medium" designation will remain on the southern portion of the block. Additionally, the southernmost parcel on the block permits Townhouses and Cottages. This pattern is repeated on the east and west sides of the block. To the east, three parcels with frontage on Delannoy Avenue also allow Townhomes, but are separated from the proposed Commercial/Mixed-Use -

Large parcels by Commercial/Mixed-Use - Medium parcels. To the west, seven parcels allowing Townhomes on Florida Avenue and Rosa L. Jones Drive are also separated from the proposed Commercial/Mixed-Use - Large parcels by Commercial/Mixed-Use - Medium parcels. This purposeful buffer of Commercial/Mixed-Use - Medium parcels is preserved between the Townhome parcels and the new Commercial/Mixed-Use - Large parcels to maintain compatibility with the surrounding area. Moreover, this limited in scope zoning amendment preserves the core Historic Cocoa Village area.

As stated above, the maximum height of 104 feet is not extended throughout the Cocoa Village, which will protect the downtown core of the Village and its quaint and historic character. This maximum height and "Commercial/Mixed-Use - Large" designation will be permitted only on the these six parcels near the existing communications tower, which being the highest structure in Cocoa Village has a very pronounced profile and high degree of visibility downtown.

The CRA Board approved submittal of the application for this amendment at its June 12, 2018 meeting. In doing so, the CRA Board analyzed the current Community Redevelopment Plan, prepared by Design Studios West and adopted in 1997. The Board concluded that, although the proposed amendment would not be limited to the 603 Brevard Avenue property that is the catalyst for the change, the increased height allowed under a Commercial/Mixed-Use - Large parcel allows for the incorporation of needed public features into the designs of buildings that may occupy the affected parcels in the future. For example, increasing the maximum building height will allow developers to include a large parking garage with public parking spaces within their proposals that may not have otherwise been financially viable. The Community Redevelopment Plan expressly states that a City Parking Garage, centrally located in the Historic Cocoa Village, is a high priority project for redevelopment. Furthermore, the Community Redevelopment Plan identifies the properties between Florida Avenue and Brevard Avenue as “ideal” for the future location of multi-story buildings because of their location on the top of the old dune formation along the river. This local high point was utilized for the old railroad spur and the old Dixie highway alignment due its high and dry condition. The increased height permitted by this amendment would allow for development as originally envisioned and contemplated in the Cocoa CRA Community Redevelopment Plan and the Cocoa Waterfront Master Plan.

It should be noted that the ability to improve traffic flow by connecting the downtown street grid may be affected by this amendment. More specifically, the Potential Future Road Connections map of the Regulating Plan depicts connections at Factory and Saint Charles Streets. Mid-block crossings and other pedestrian amenities should be considered to ensure safe interaction between pedestrian and vehicular traffic.

Staff is proposing the CWOD Regulating Plan be amended to allow the building type of “Commercial / Mixed-Use Large” in the CV sub-district as identified on Exhibit “A.”

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the proposed zoning text amendment:

- Future Land Use Element Policy 1.1.4.1: The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, Florida Statutes: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area, and US 1 Corridor Redevelopment Area.

- Future Land Use Element Policy 1.2.1.8: Building height and intensification should follow a transect approach, with maximum intensities and heights (>80’) allowed in the central business district, medium intensities and heights (40’ to 80’) allowed within the mixed-use district, and the lowest intensities and heights (<40’) allowed when transitioning into established low-density neighborhoods.

The site is designated Mixed-Use by the Comprehensive Plan's Future Land Policy 1.1.2.6. The Mixed-Use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses. The Policy provides that the "mixed-use" of the area with a Mixed Use FLU designation may be developed as single uses on separate parcels or as a mixture of uses within a single development. The proposed amendment is to specifically allow "Commercial/Mixed Use - Large" buildings, as described in the Regulating Plan, to be developed on specific parcels within the Cocoa Village Sub-district. The "Commercial/Mixed-Use - Large" designation is described in the Regulating Plan as follows: "A building lot located and designed to accommodate a multi-story building with commercial, office and/or multiple dwellings in any story that is designed for larger lot sizes." Accordingly, the buildings could be mixed-use or a single-use in accordance with the applicable Comprehensive Plan Policy.

STRATEGIC PLAN CONNECTION:

Community Development - Redevelopment of the City's Core and Economic Development are two directly related Strategic Issues identified in the City's 2016-2021 Strategic Plan. In fact, strategic issue Economic Development Goal 3 - Increase the economic prosperity of Historic Cocoa Village provides specifically for such through Objectives 3.1, "Ensure that there is adequate parking available to meet the needs of the downtown business patrons."

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The CRA Board approved submittal of the application for this amendment at its June 12, 2018 meeting in support of its efforts to redevelop 603 Brevard Avenue, which is owned by the CRA Agency.

The Planning & Zoning Board recommended denial by a vote of 6-2, at its July 17, 2018 special meeting.

City Council tabled first reading of Ordinance 06-2018, at its July 24, 2018 council meeting.

RECOMMENDED MOTION:

Approve Ordinance 06-2018 amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village Sub-district.

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ORDINANCE NO. 06-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE CODE OF THE CITY OF COCOA TO ALLOW LARGE SCALE COMMERCIAL/MIXED-USE BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT, COCOA VILLAGE SUBDISTRICT, AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE COCOA WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR THE SAME; 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 Cocoa Community Redevelopment Agency (CRA) has applied for a text amendment to the Cocoa Waterfront Overlay Regulating Plan and Appendix A, Article XI, Section 22 - Cocoa Water Overlay District, Cocoa Village Subdistrict, to allow for large scale commercial buildings to be developed on certain properties in such Subdistrict; and

WHEREAS, the CRA desires to increase the maximum height of buildings allowable on these certain properties in the Subdistrict, having received a response to a Request for Proposals for the "Purchase of Real Estate and Development of Real Property for 603 Brevard Avenue (also known as the former location of the City Hall), Cocoa, Florida"; and

WHEREAS, the CRA and the City Council have determined that this amendment will be consistent with and facilitate the Long Range Plan and Community Goals, Objectives and Policies of the CRA's Community Redevelopment Plan and the Comprehensive Plan; and

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

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

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

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

APPENDIX A - ZONING

*** * ***

ARTICLE XI – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 22. – Cocoa Waterfront Overlay District.

*** * ***

(I) *Building Types.*

Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

The following categories are included in the table provided for each building type. Each standard is labeled by a letter (A, example) which directly relates to the table provided on each building type. The categories are described as follows:

*** * ***

Design Districts and Building Types Table

Design District	Home-stead (HO)	Estate (ES)	House (HS)	Cottage (CO)	Town-house (TH)	Apartment Building (AB)	Court-yard Apartment (CA)	Commercial/Mixed Use Small (CS)	Commercial/Mixed Use-Medium (CM)	Commercial/Mixed Use-Large (CL)	Single Story Commercial (SC)	Large Format Commercial (LF)	Insti-tutional (IT)	Civic (CI)

Cocoa Village (CV)				RP	RP	P	P	P	P	RP	RP		P	RP

*** * ***

RP, permitted only where indicated on Regulating plan.

P, Permitted in the Design District.

Blank Cell, is not permitted.

* Commercial/Mixed Use is a mix of uses, ie. Office/retail, office/residential.

*** * ***

Section 3. Replacement of Regulating Plan. Appendix A, Zoning, is hereby amended to amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as Exhibit "A" and fully incorporated herein by this reference.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of_____, 2018.

_____
HENRY U. PARRISH, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

EXHIBIT A
To Ordinance___-2018

Regulating Plan

City of Cocoa - Waterfront Overlay District

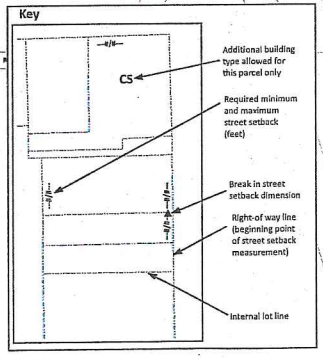
Cocoa, FL
2013-05-20
60211027

SUB DISTRICT	Homestead HO	Estate ES	House HS	Cottage CO	Townhouse TH	Apartment Building AB	Courtyard Apartment CA	Comm/Mxd Use - Small* CS	Comm/Mxd Use - Med* CM	Comm/Mxd Use - Large* CL	Single-Story Commercial SC	Large Format Commercial LF	Institutional IT	Civic CI
Cocoa Village (CV)				□	□	■	■	■	■	□	□		■	□
Heart of Cocoa (HC)	■	■	■	■	■ (2)			■ (3)					■	
King/Willard Corridor (KW)					□	□	□	■	■		■		■	
Uptown Neighborhood (UN)	■	■	■	■	■								■	□
South of the Village (SV)	■	■	■	■	■	□	□	□					■	
South End (SE)				■	■	■	■	■	■		□		■	
Waterfront (WF)						■	■	■	■				■	□
North of Village (NV)					■	■	■	■	■		□	□	■	

□ Allowed only where indicated on Regulating Plan
■ Allowed throughout Design District
* New development within the Comm/MXD Use district may be developed as either commercial or mixed use

Area of Amendment and corresponding building type

Key



Sub District

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area (CDA)

Legislation Details (With Text)

File #:	18-338	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/2/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Fire Incident Summary Report for July, 2018. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	July Fire Incident Summary Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2018
Agenda Date: August 14, 2018
Prepared By: Jonathan D. Lamm, Deputy Chief of Operations, Cocoa Fire Rescue
Through: Gene Prince, Fire Chief, Cocoa Fire Rescue
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for July 2018

STRATEGIC PLAN CONNECTION:

Public Safety: Enhancing public awareness to the calls for service by the Cocoa Fire Rescue Department for the month of July 2018

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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Information Only

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Fire Incident Summary Report

Print Date/Time: 08/01/2018 07:22
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 07/01/2018
To Date: 07/31/2018
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	5	**EMS:**	339	**Unknown:**	22	**All**	487
Average Calls per Day	**Fire:**	0.17	**EMS:**	11.30	**All:**	16.23		
Total Number of Arson Calls	**All:**	0						
Estimated Dollar Loss	**Fire:**	$460.00	**Other:**	$0.00	**All:**	$460.00	**Arson:**	$0.00
Estimated Value	**Fire:**	$460.00	**Other:**	$0.00	**All:**	$460.00	**Arson:**	$0.00
Percentage Saved	**Fire:**	0.00%	**Other:**	0.00%	**All:**	0.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	0	**Civilian Fire:**	0	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	0	**Arson:**	0		
Total Apparatus Responses	**All:**	560						
Average Responses per Day	**All:**	16.23						
Average Apparatus per Call	**Fire:**	3.40	**EMS:**	1.08	**All:**	1.15		
Average Turnout Time	**All:**	00:01:46						
Average Response Time	**All:**	00:04:33						
Average Contain Time	**All:**	00:00:00						
Average Total Time	**All:**	00:13:53						
Average Personnel per Call	**Fire:**	8.00	**EMS:**	2.97	**All:**	3.07		
Total Aid Given Calls	**All:**	55						
Total Aid Received Calls	**All:**	11						

Total Calls By Incident Group	Count	Average Response Time	Aid Given
100 - 199 Fire	5	00:03:20	0
200 - 299 Overpressure rupture, explosion, overheat - No fire	0		0
300 - 399 Rescue AND Emergency Medical Service incidents	339	00:04:33	30
400 - 499 Hazardous Conditions(No Fire)	8	00:04:43	2
500 - 599 Service Call	19	00:04:08	6
600 - 699 Good Intent Call	74	00:04:41	16
700 - 799 False Alarm AND False Call	18	00:05:00	1
800 - 899 Severe Weather & Natural Disaster	0		0
900 - 999 Special Incident Type	0		0

Fire Incident Summary Report

Print Date/Time: 08/01/2018 07:23
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 07/01/2018
To Date: 07/31/2018
Location: All

Cocoa Fire Department
FDID Number: 19052

Total Calls By Incident Type	Count	Aid Given	Aid Received
111 111 Building fire	2	0	0
118 118 Trash or rubbish fire, contained	1	0	0
151 151 Outside rubbish, trash or waste fire	2	0	0
300 300 Rescue, EMS incident, other	2	0	0
311 311 Medical assist, assist EMS crew	2	0	0
320 320 Emergency medical service, other (conversion only)	2	0	0
321 321 EMS call, excluding vehicle accident with injury	1	1	0
321 3213 Invalid Assist	8	0	0
321 3212 BLS Medical	208	20	6
321 3211 ALS Medical	94	9	1
322 3222 Vehicle Accident w/inj BLS	9	0	0
322 322 Motor vehicle accident with injuries	2	0	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	2	0	0
324 324 Motor vehicle accident with no injuries.	5	0	0
353 353 Removal of victim(s) from stalled elevator	4	0	0
400 400 Hazardous condition, other	1	0	0
411 411 Gasoline or other flammable liquid spill	1	0	0
412 412 Gas leak (natural gas or LPG)	1	0	0
444 444 Power line down	3	1	0
445 445 Arcing, shorted electrical equipment	2	1	1
511 511 Lock-out	2	0	0
550 550 Public service assistance, other	3	1	0
551 551 Assist police or other governmental agency	6	2	0
552 552 Police matter	5	2	0
553 553 Public service	3	1	0
600 600 Good intent call, other	2	0	0
611 611 Dispatched & canceled en route	44	11	1
622 622 No incident found on arrival at dispatch address	24	3	0
651 651 Smoke scare, odor of smoke	4	2	0
700 700 False alarm or false call, other	8	1	1
730 730 System malfunction, other	1	0	0
733 733 Smoke detector activation due to malfunction	1	0	1
735 735 Alarm system sounded due to malfunction	1	0	0
740 740 Unintentional transmission of alarm, other	2	0	0
743 743 Smoke detector activation, no fire - unintentional	1	0	0
745 745 Alarm system activation, no fire - unintentional	4	0	0

Total Calls By Property Use	Count	Arson
Undetermined UUU Undetermined	3	0
None NNN None	2	0
Vehicle parking area 965 Vehicle parking area	8	0

Fire Incident Summary Report

Print Date/Time: 08/01/2018 07:23
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 07/01/2018
To Date: 07/31/2018
Location: All

Cocoa Fire Department
FDID Number: 19052

Street or road in commercial ar 963 Street or road in commercial area	9	0
Residential street, road or res 962 Residential street, road or residential driveway	14	0
Highway or divided highway 961 Highway or divided highway	24	0
Street, other 960 Street, other	9	0
Water area, other 940 Water area, other	1	0
Graded and cared-for plots of la 938 Graded and cared-for plots of land	1	0
Vacant lot 936 Vacant lot	2	0
Open land or field 931 Open land or field	1	0
Outside or special property, oth 900 Outside or special property, other	1	0
Dock, marina, pier, wharf 898 Dock, marina, pier, wharf	1	0
Warehouse 891 Warehouse	2	0
Fire station 888 Fire station	5	0
Storage, other 800 Storage, other	2	0
Department or discount store 581 Department or discount store	2	0
General retail, other 580 General retail, other	5	0
Motor vehicle or boat sales, ser 579 Motor vehicle or boat sales, services, repair	1	0
Service station, gas station 571 Service station, gas station	10	0
Laundry, dry cleaning 564 Laundry, dry cleaning	2	0
Household goods, sales, repairs 539 Household goods, sales, repairs	1	0
Food and beverage sales, grocer 519 Food and beverage sales, grocery store	6	0
Convenience store 511 Convenience store	20	0
Mercantile, business, other 500 Mercantile, business, other	7	0
Dormitory-type residence, other 460 Dormitory-type residence, other	10	0
Hotel/motel, commercial 449 Hotel/motel, commercial	5	0
Boarding/rooming house, resident 439 Boarding/rooming house, residential hotels	1	0
Multifamily dwelling 429 Multifamily dwelling	53	0
1 or 2 family dwelling 419 1 or 2 family dwelling	181	0
Residential, other 400 Residential, other	1	0
Police station 365 Police station	11	0
Jail, prison (not juvenile) 361 Jail, prison (not juvenile)	2	0
Clinics, doctors offices, hemodi 340 Clinics, doctors offices, hemodialysis cntr, other	1	0
Health care, detention, & correc 300 Health care, detention, & correction, other	2	0
Day care, in commercial property 254 Day care, in commercial property	2	0
Adult education center, college 241 Adult education center, college classroom	2	0
High school/junior high school/m 215 High school/junior high school/middle school	2	0
Schools, non-adult, other 210 Schools, non-adult, other	2	0
Educational, other 200 Educational, other	3	0
Auditorium, concert hall 182 Auditorium, concert hall	1	0
Studio/theater, other 180 Studio/theater, other	1	0
Bar or nightclub 162 Bar or nightclub	1	0
Restaurant or cafeteria 161 Restaurant or cafeteria	9	0
Eating, drinking places, othe 160 Eating, drinking places, other	1	0

Fire Incident Summary Report

Print Date/Time: 08/01/2018 07:23
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 07/01/2018
To Date: 07/31/2018
Location: All

Cocoa Fire Department
FDID Number: 19052

Library 151 Library	1	0
Public or government, other 150 Public or government, other	3	0
Clubhouse 142 Clubhouse	1	0
Funeral parlor 134 Funeral parlor	1	0
Church, mosque, synagogue, templ 131 Church, mosque, synagogue, temple, chapel	3	0
Playground 124 Playground	5	0
Stadium, arena 123 Stadium, arena	1	0
Convention center, exhibition ha 122 Convention center, exhibition hall	1	0
Ballroom, gymnasium 121 Ballroom, gymnasium	1	0
Fixed-use recreation places, oth 110 Fixed-use recreation places, other	1	0
Assembly, other 100 Assembly, other	7	0

Total Calls By Station	Count	Aid Given
31	237	31
32	144	14
33	105	10

Total Calls By Shift	Count
A-Shift	130
B-Shift	172
C-Shift	161

Apparatus Totals

Apparatus	Responses	Average per Day
AA	17	0.57
B33	1	0.03
D30	25	0.83
E31	214	7.13
E32	6	0.20
E33	115	3.83
F01	1	0.03
F02	2	0.07
MA	1	0.03
MRV1	7	0.23
S30	82	2.73
TWR31	98	3.27

Legislation Details (With Text)

File #:	18-348	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/3/2018			**In control:**	City Council
On agenda:	8/14/2018			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the months of May and June, 2018. (Chief of Police).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	May 2018 Council Report by District June 2018 Council Report by District				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2018
Agenda Date: August 14, 2018
Prepared By: Michael Cantaloupe
Through: N/A
Requested Action:
Cocoa Police Department District Event Statistics for Council Information.

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crime that are Uniform Crime reportable. Attached are the May 2018 and June 2018 reports.

STRATEGIC PLAN CONNECTION:

Crime Statistics.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information.

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Cocoa Police Department
Council Report

May 2018

Prepared by Dailaity Henson

Contents

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Incidents and Case Reports by Shift 10
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month - 2018, 2017 & 2016 12

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Findings Summary

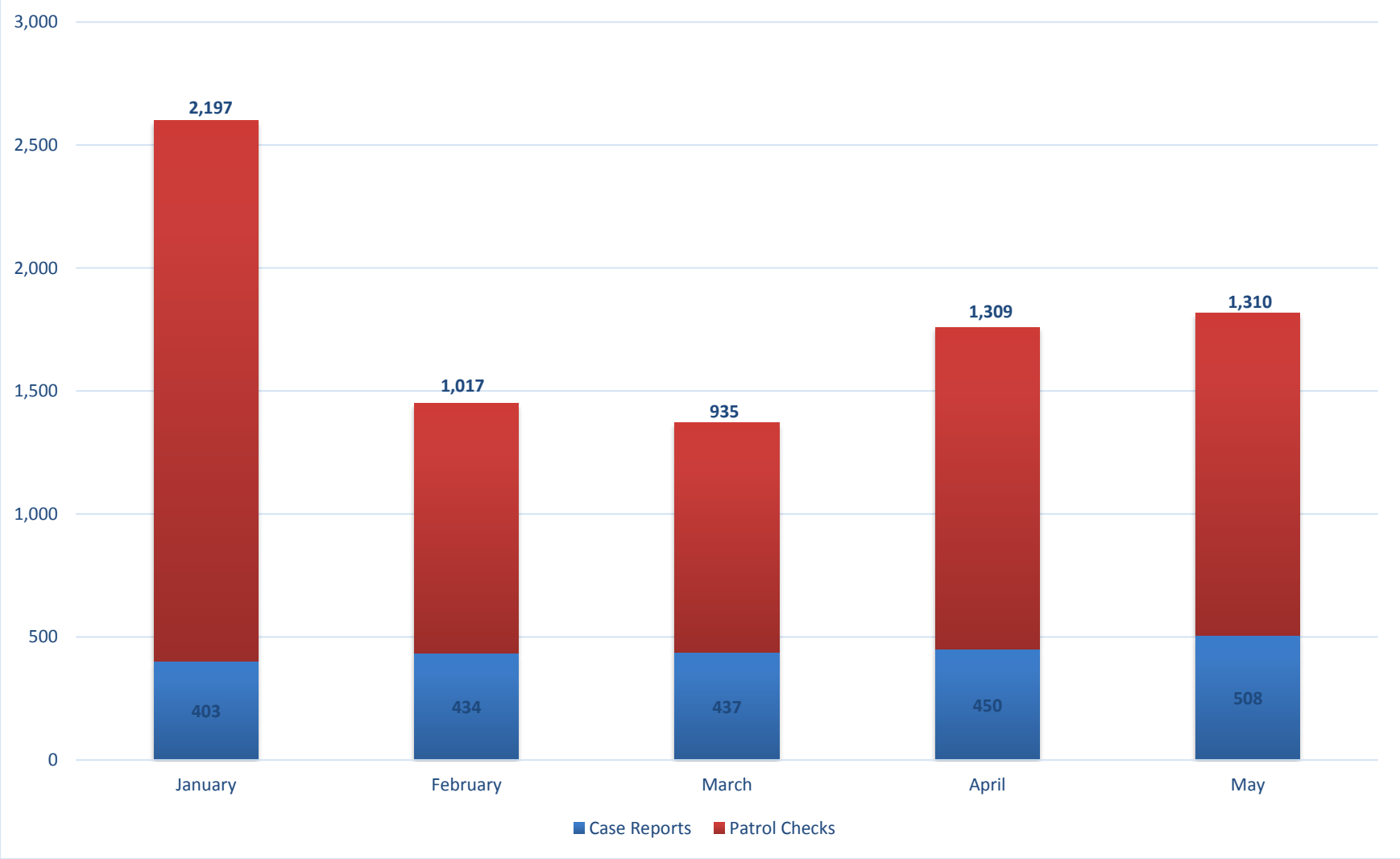
The purpose of this report is to provide Council with an overview of incidents and case reports for May 2018. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2016, 2017 and 2018.

- 4,451 incidents
- *508 Case Reports (11% of incidents)
    - 281 Criminal Case Reports (55% of all case reports)
    - 227 Non-Criminal Case Reports (45% of case reports)
    - 107 Criminal Case Reports were closed by Arrests/Capias Requests (38% of criminal case reports)
    - 23 Non-Criminal Case Reports were closed by Arrests/Capias Request (10% of non-criminal cases reports)
- 2,333 incidents were initiated by police officers (52%)
- *District 2 experienced the most cases with a total of 176
- *District 3 experienced the fewest cases with a total of 73
- Robbery Offenses have ***decreased*** by a 75% from the previous month
- Burglary Offenses have ***decreased*** by a 23% from the previous month
- Stolen Vehicle Offenses have ***increased*** by 17% from the previous month
- Agg Assault Ofenses have ***increased*** by 75% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 7%

Please note the cases totals are based on data that has been merged into Aegis as of (7/12/18). The total number of cases are subject to change if new case reports are merged after this report was completed.

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa

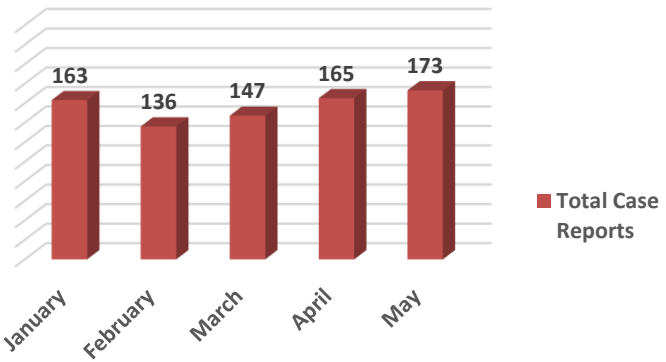


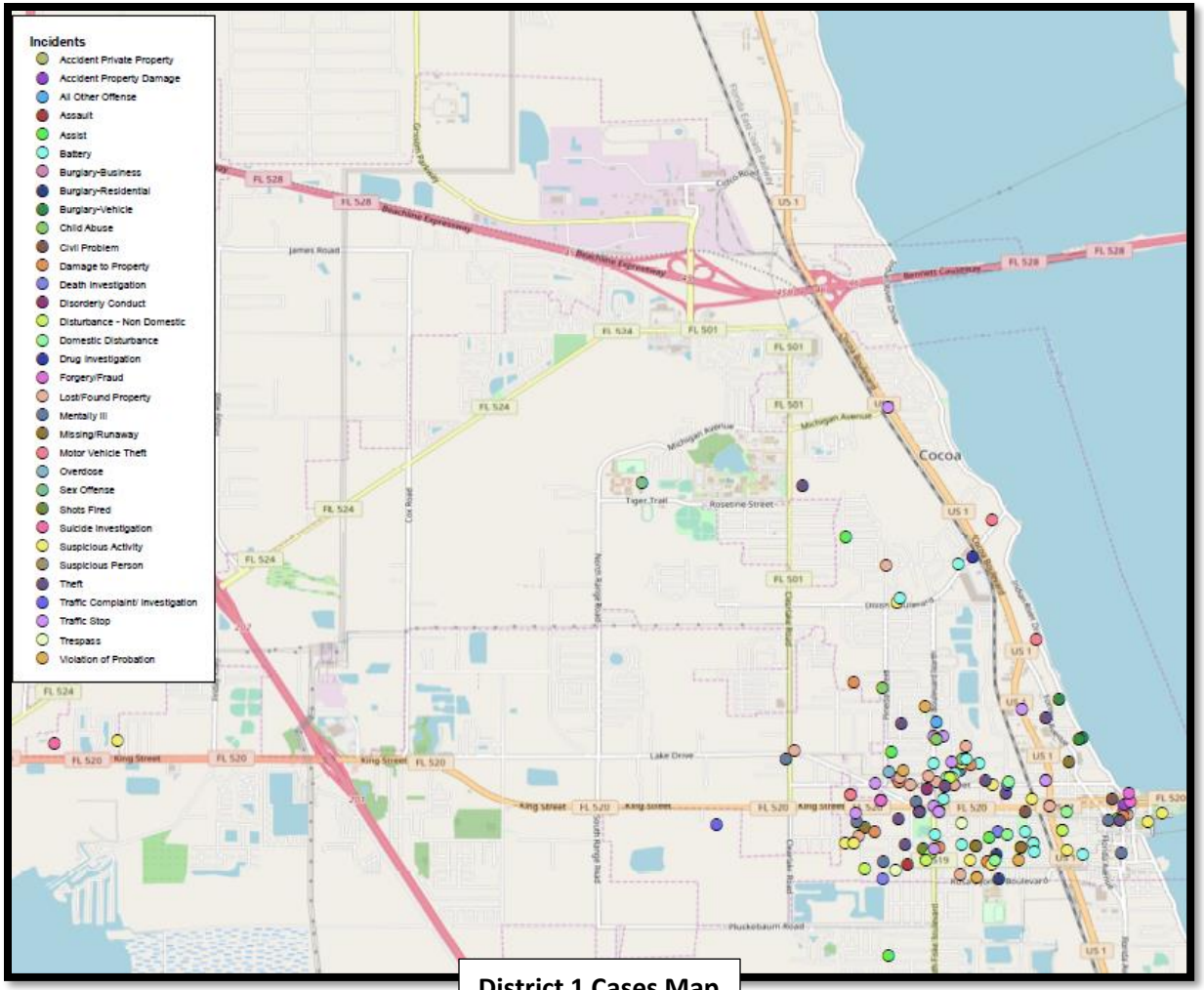
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 May Activity

District 1 May Activity Fidings

- (173) incidents became cases
- 65% (114) of cases are closed
- There were a total of 53 cases closed with an Arrest(s) or capias request(s).
- 47% of cases closed with an arrest or capias request were generated from Traffic Stop(12) and Battery(13) cases.





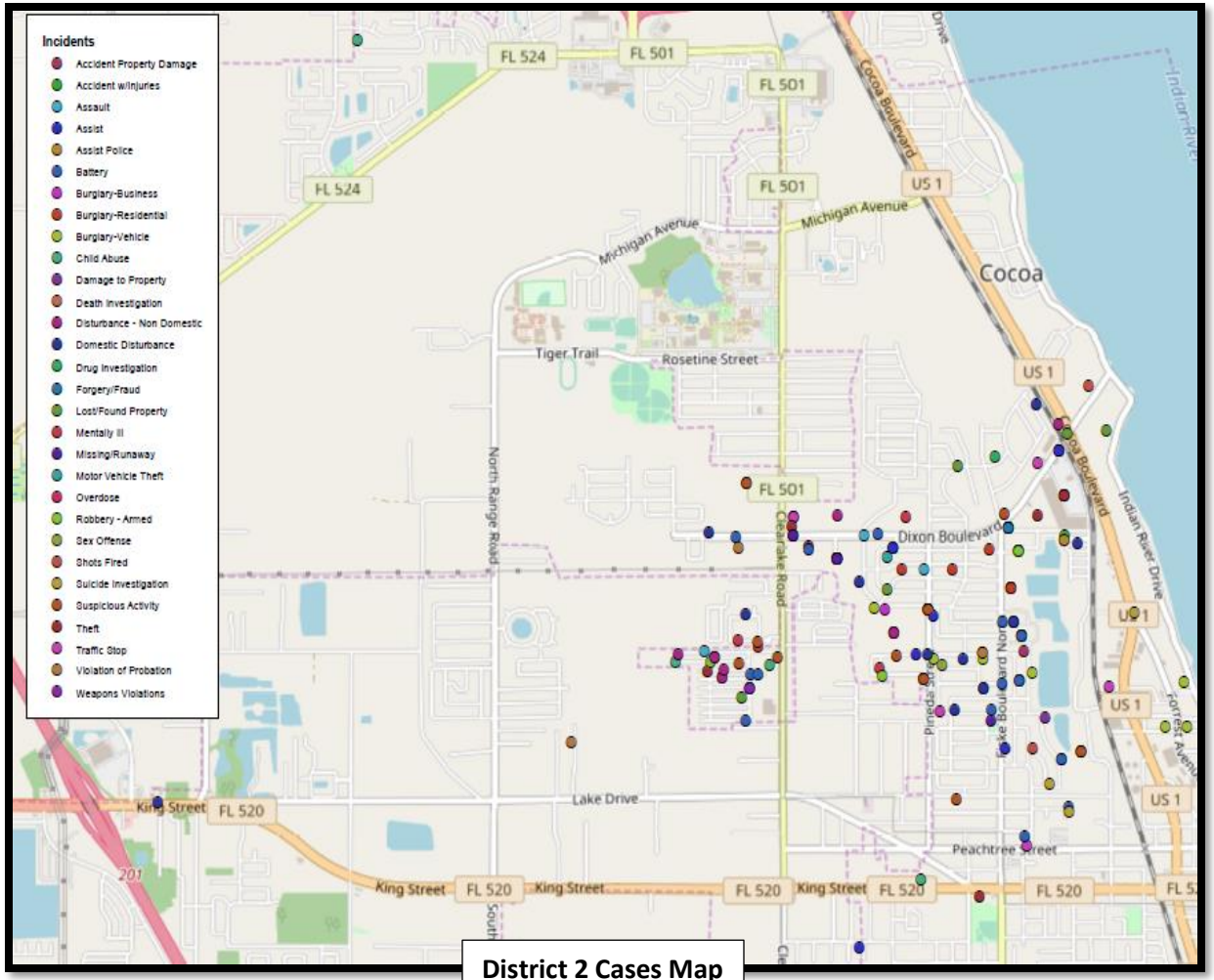
District 1 Cases Map

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

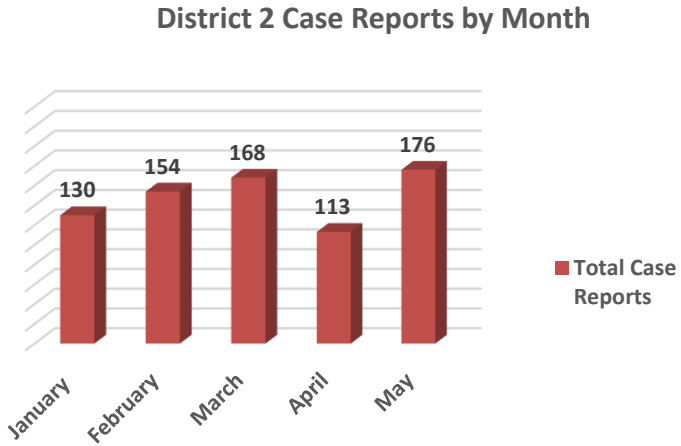
District 2 May Activity

District 2 May Activity Findings

- (176) incidents became cases
- 63% (112) of cases are closed
- There were a total of 48 cases closed with an Arrest(s) or capias request(s).
- 42% of cases closed with an arrest or capias request were generated from Battery(7), Domestic Disturbance(8) and Traffic Stops(5) cases.



District 2 Cases Map



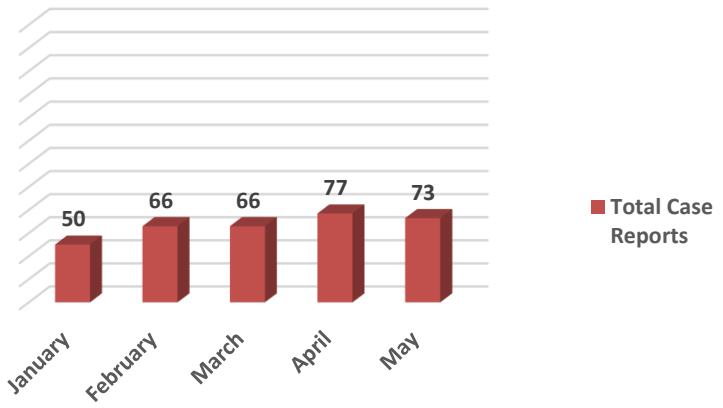
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

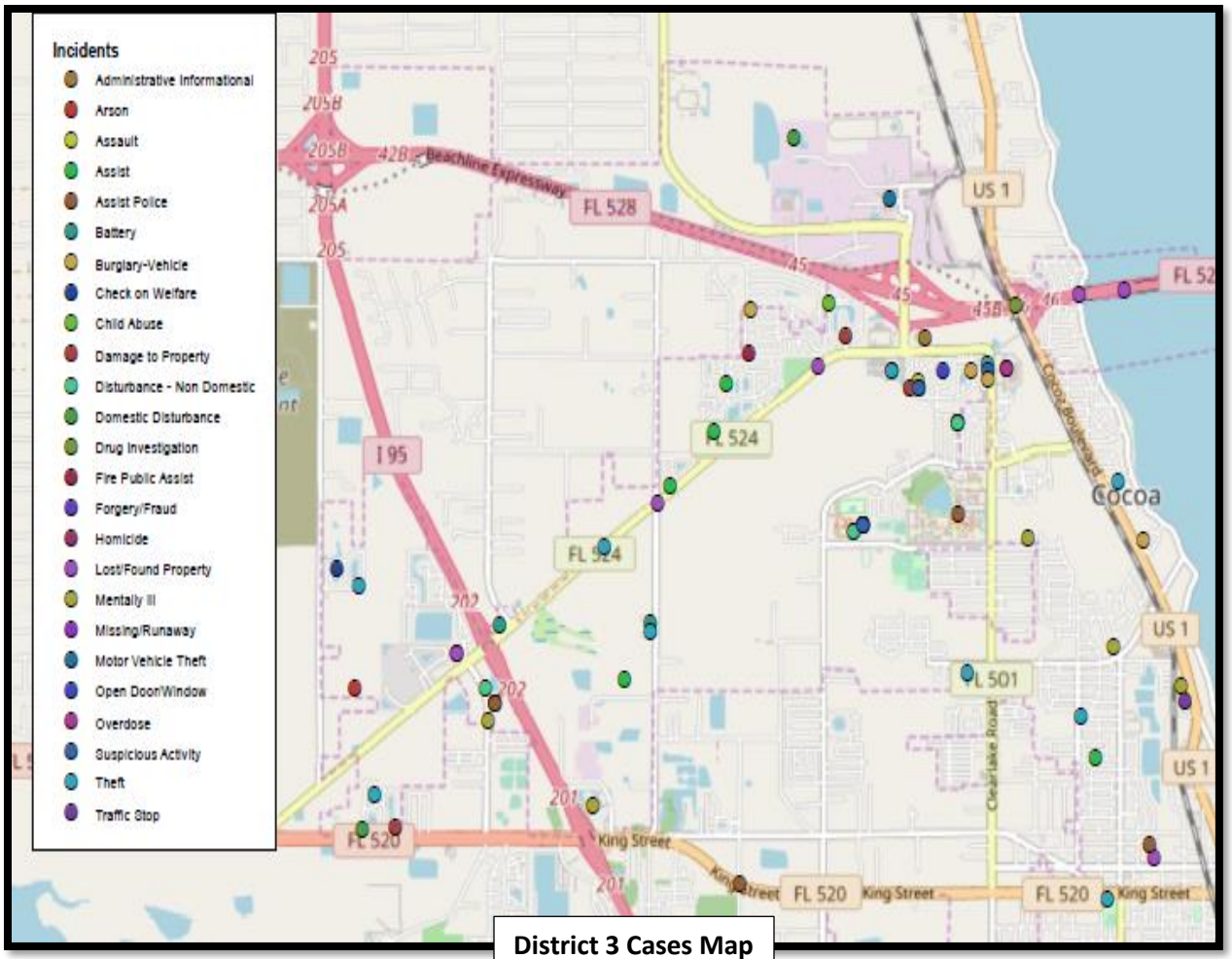
District 3 May Activity

District 3 May Activity Findings

- (73) incidents became cases
- 62% (45) of cases are closed
- There were a total of 9 cases closed with an Arrest(s) or capias request(s).
- 77% of cases closed with an arrest or capias Were generated from Theft(3), Domestic Disturbance(2) and Disturbance- Non Domestic(2) cases.

District 3 Case Reports by Month





District 3 Cases Map

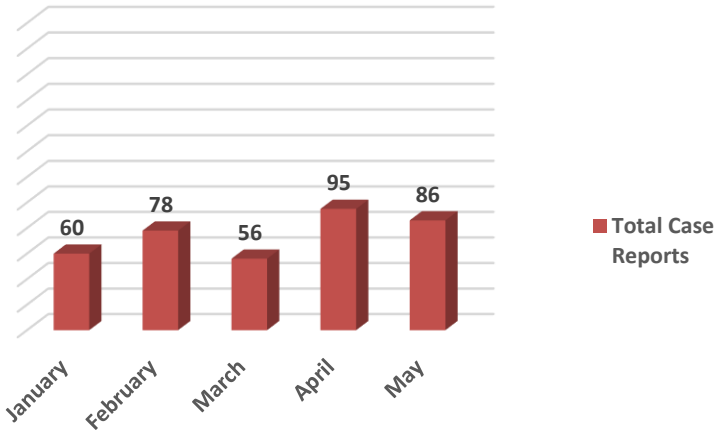
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

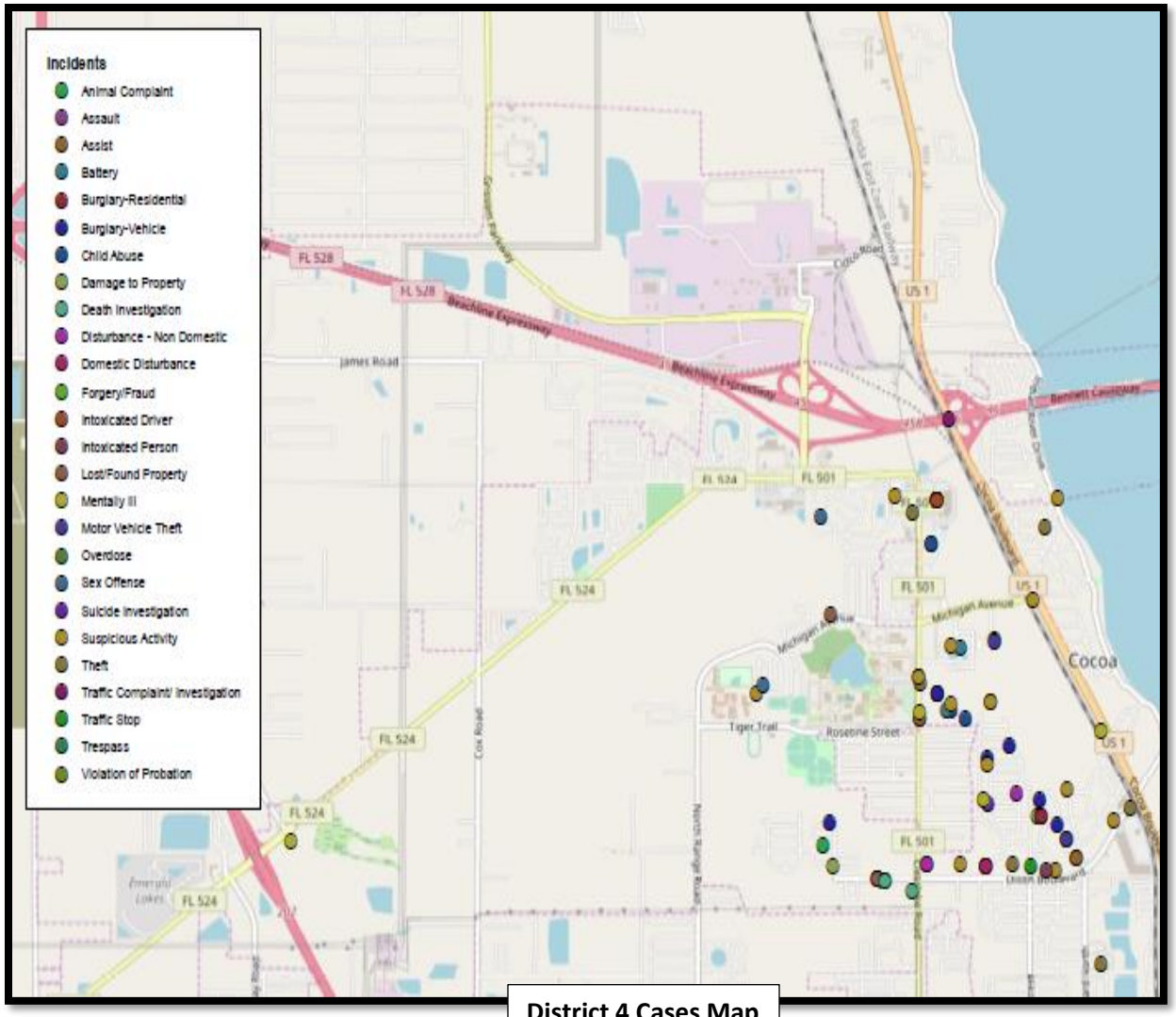
District 4 May Activity

District 4 May Activity Findings

- (86) incidents became cases
- 60% (52) of cases are closed
- There were a total of 20 cases closed with an Arrest(s) or capias request(s).
- 55% of cases closed with an arrest or capias were generated from Theft(4), Battery(4) and Domestic Disturbance(3) cases.

District 4 Case Reports by Month





District 4 Cases Map

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Repeated Locations of Incidents

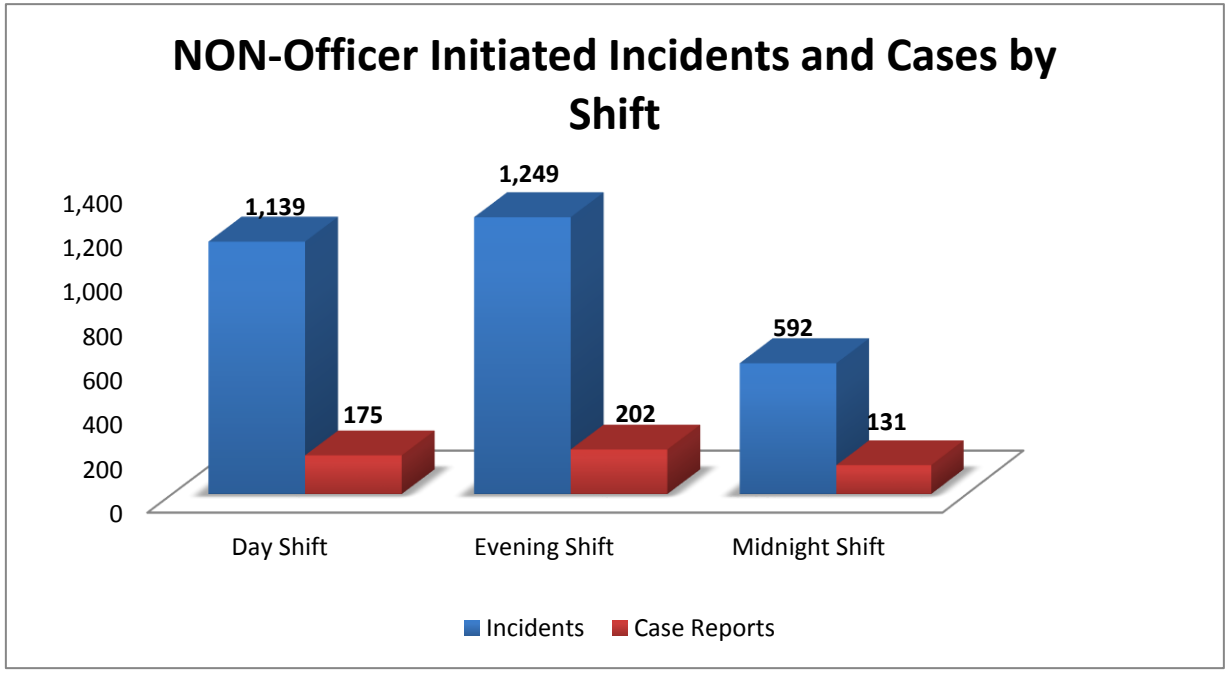
The table below illustrates the totals of Incidents and Cases from May 1, 2018 thought May 31, 2018 generated from the locations listed in the table. These totals include both citizen and officer initiated incidents.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	100	14
900 Friday Rd	35	4
1407 Dixon Blvd	32	16
1514 Clearlake Rd	27	8
800 N. Fiske	24	6
1080 N. Fiske	23	5
1010 N. Fiske Blvd	13	4
1524 Clearlake Rd	10	4
TOTAL	**264**	**61**

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The bar graph below illustrates both, incidents and cases reported totals by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. The totals in the bar graph do not include patrol checks or officer initiated incidents.

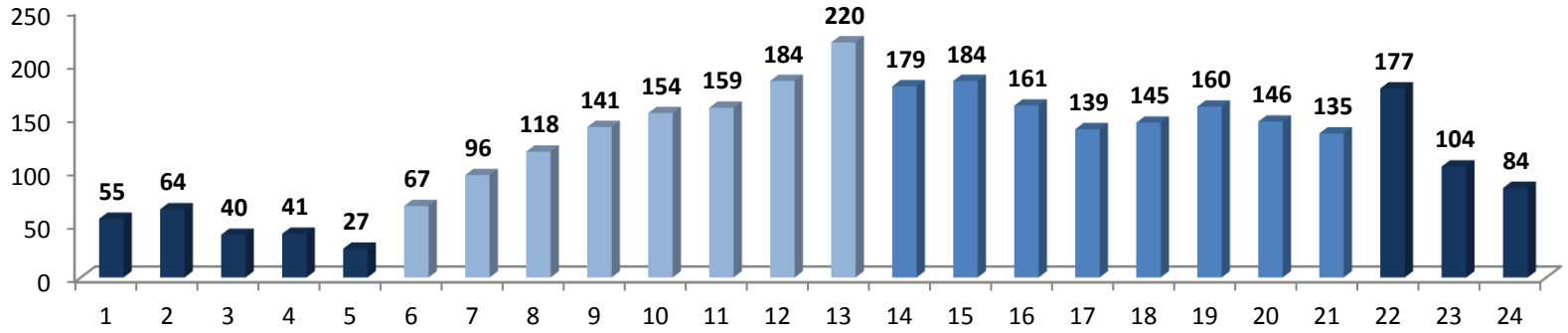


Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

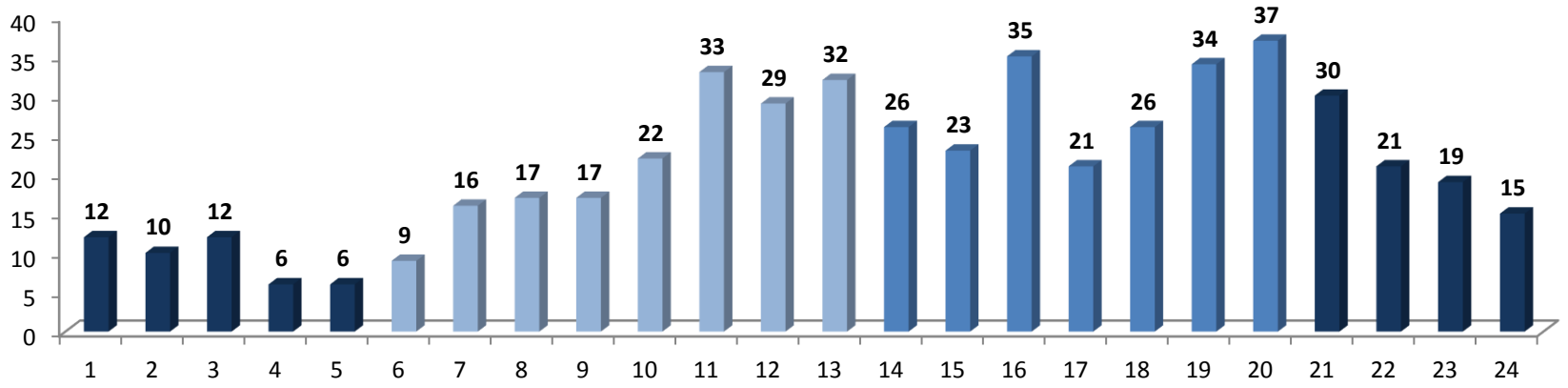
Incidents and Case Reports by Hour

Note: The charts below represents <u>all</u> reported incidents and cases during the month of May broken down by time of day. These totals <u>do not include</u> Patrol Checks or officer iniciated <u>incidents</u>.

Incidents by Hour

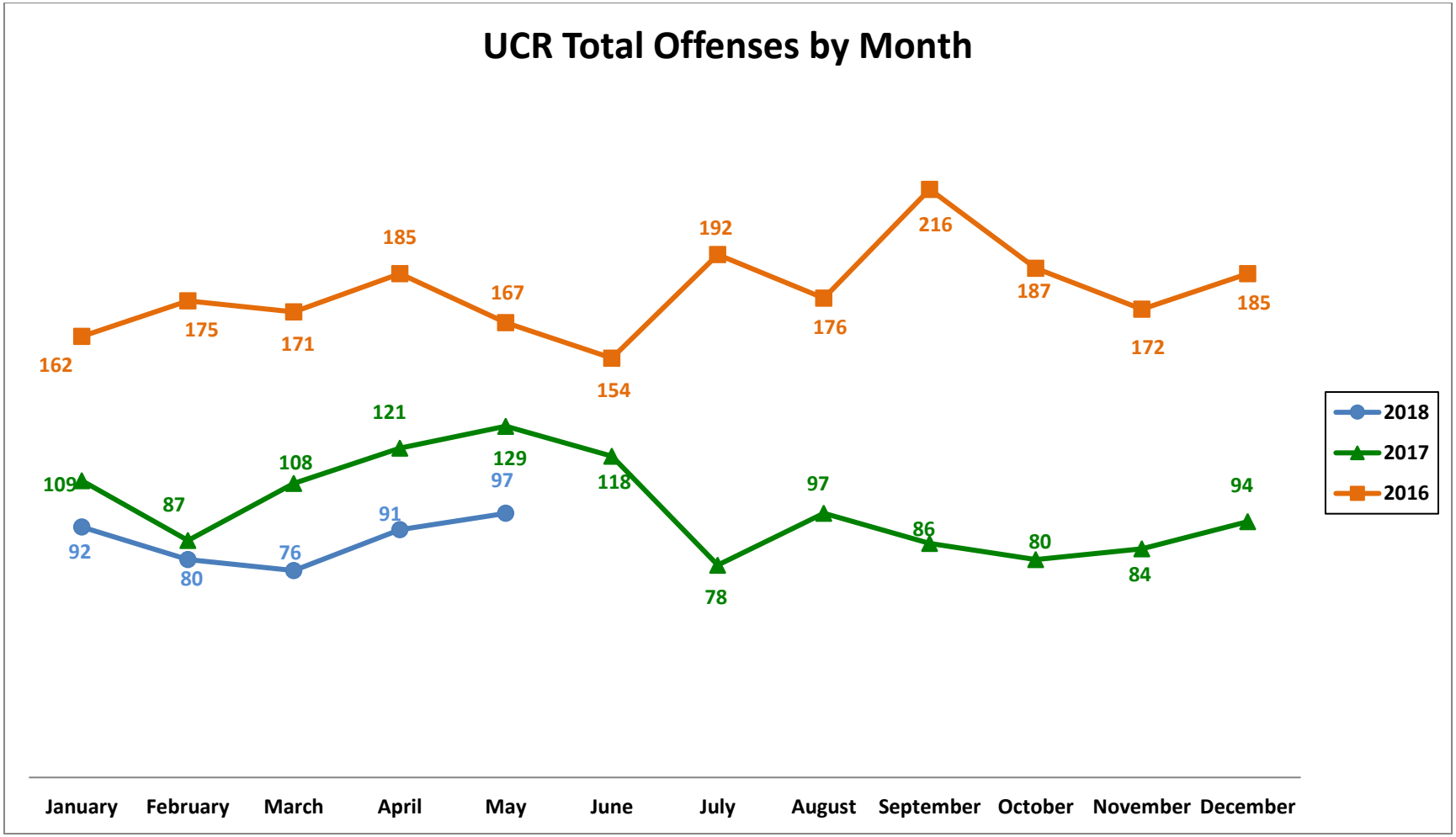


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2018, 2017 & 2016



NOTE: *UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.*

UCR totals were received and the graph was updated on 7/12/18.

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
Council Report

June 2018

Prepared by Dailaity Henson

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Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Findings Summary

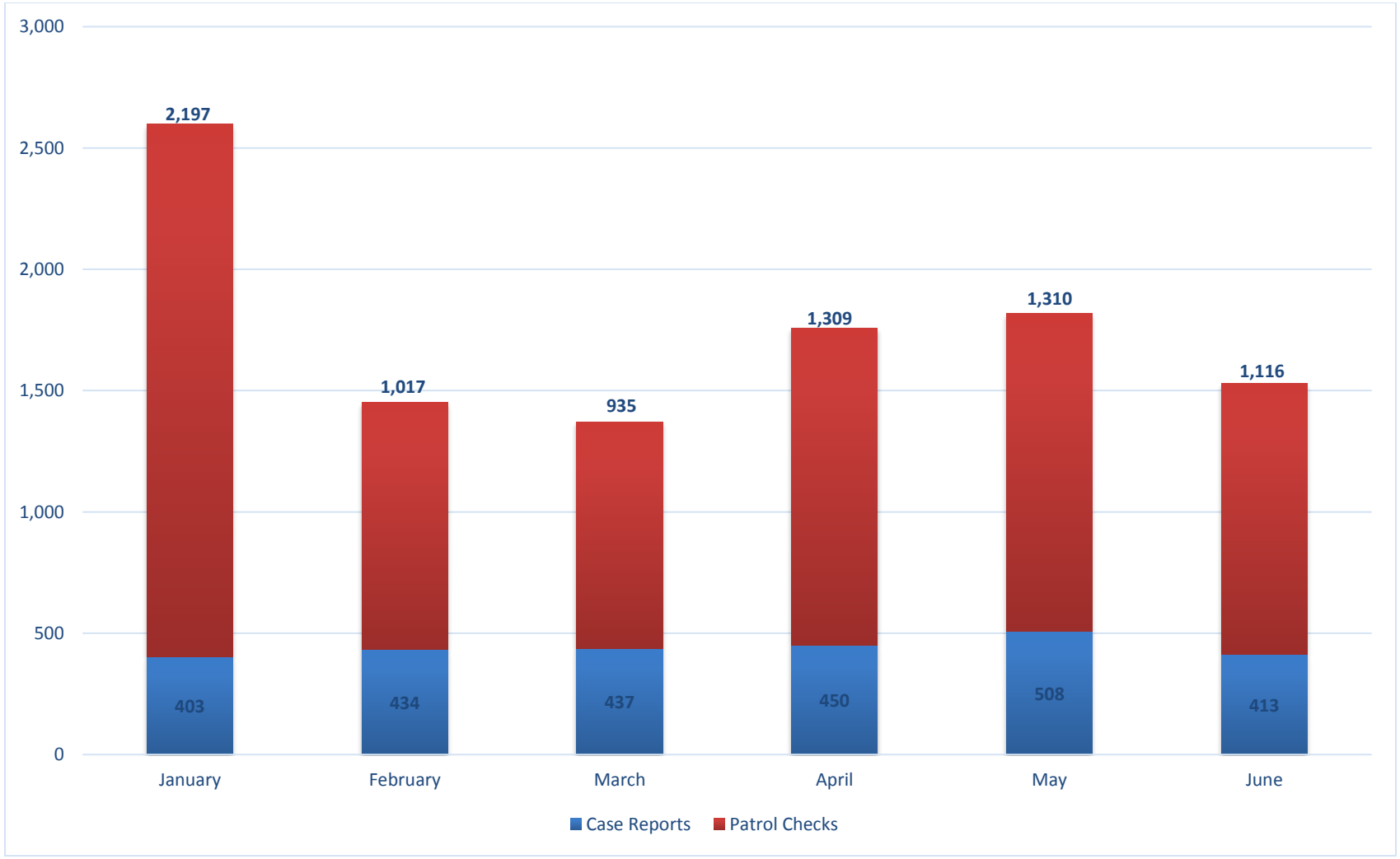
The purpose of this report is to provide Council with an overview of incidents and case reports for June 2018. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2016, 2017 and 2018.

- 3,882 incidents
- *416 Case Reports (11% of incidents)
    - 253 Criminal Case Reports (61% of all case reports)
    - 191 Non-Criminal Case Reports (46% of case reports)
    - 80 Criminal Case Reports were closed by Arrests/Capias Requests (32% of criminal case reports)
    - 20 Non-Criminal Case Reports were closed by Arrests/Capias Request (10% of non-criminal cases reports)
- 1,830 incidents were initiated by police officers (47%)
- *District 1 experienced the most cases with a total of 150
- *District 3 experienced the fewest cases with a total of 53
- Robbery Offenses have ***decreased*** by a 50% from the previous month
- Burglary Offenses have ***increased*** by a 60% from the previous month
- Stolen Vehicle Offenses have ***decreased*** by 29 from the previous month
- Larceny Ofenses have ***decreased*** by 4% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 1%

Please note the cases totals are based on data that has been merged into Aegis as of (7/27/18). The total number of cases are subject to change if new case reports are merged after this report was completed.

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa

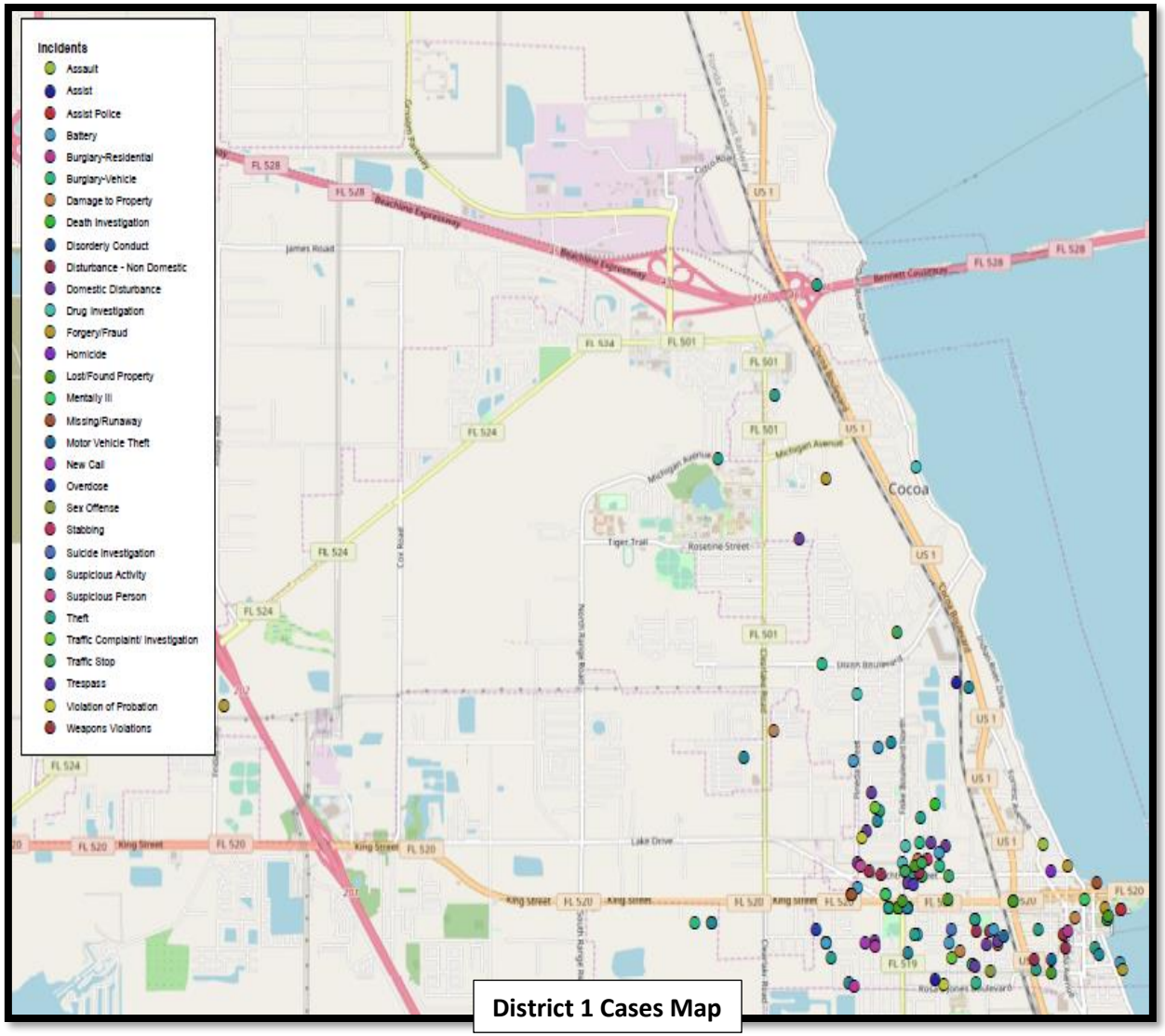


Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 June Activity

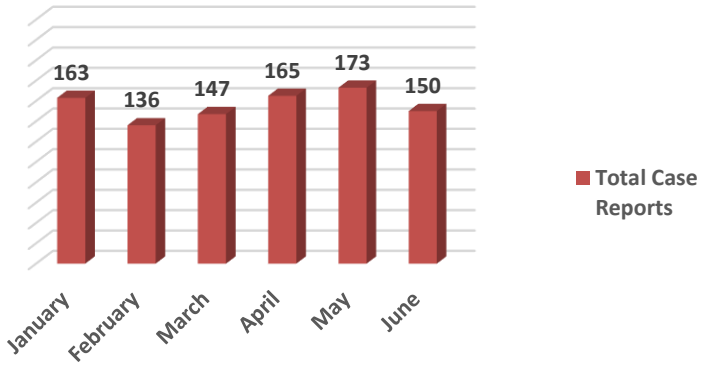
District 1 June Activity Fidings

- (150) incidents became cases
- 63% (95) of cases are closed
- There were a total of 50 cases closed with an Arrest(s) or capias request(s).
- 42% of cases closed with an arrest or capias request were generated from Traffic Stop(6), Domestic Violence(8) and Battery(7) cases.



District 1 Cases Map

District 1 Case Reports by Month

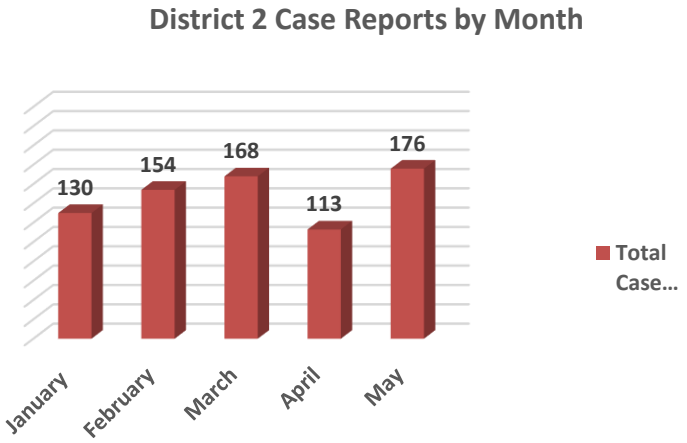


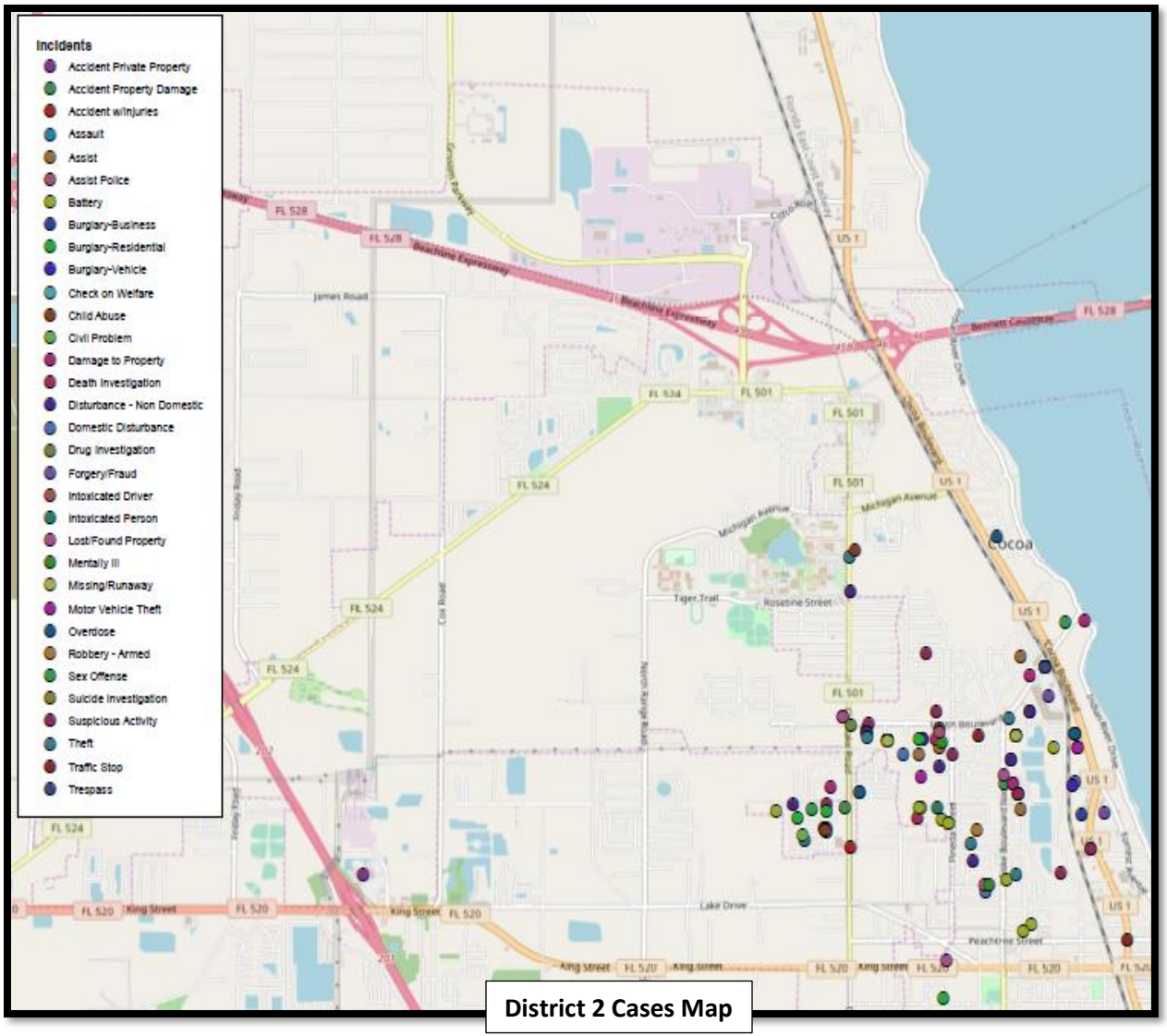
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 June Activity

District 2 June Activity Findings

- (139) incidents became cases
- 63% (87) of cases are closed
- There were a total of 28 cases closed with an Arrest(s) or capias request(s).
- 50% of cases closed with an arrest or capias request were generated from Battery(7), Theft(4) and Domestic Disturbance(3) cases.





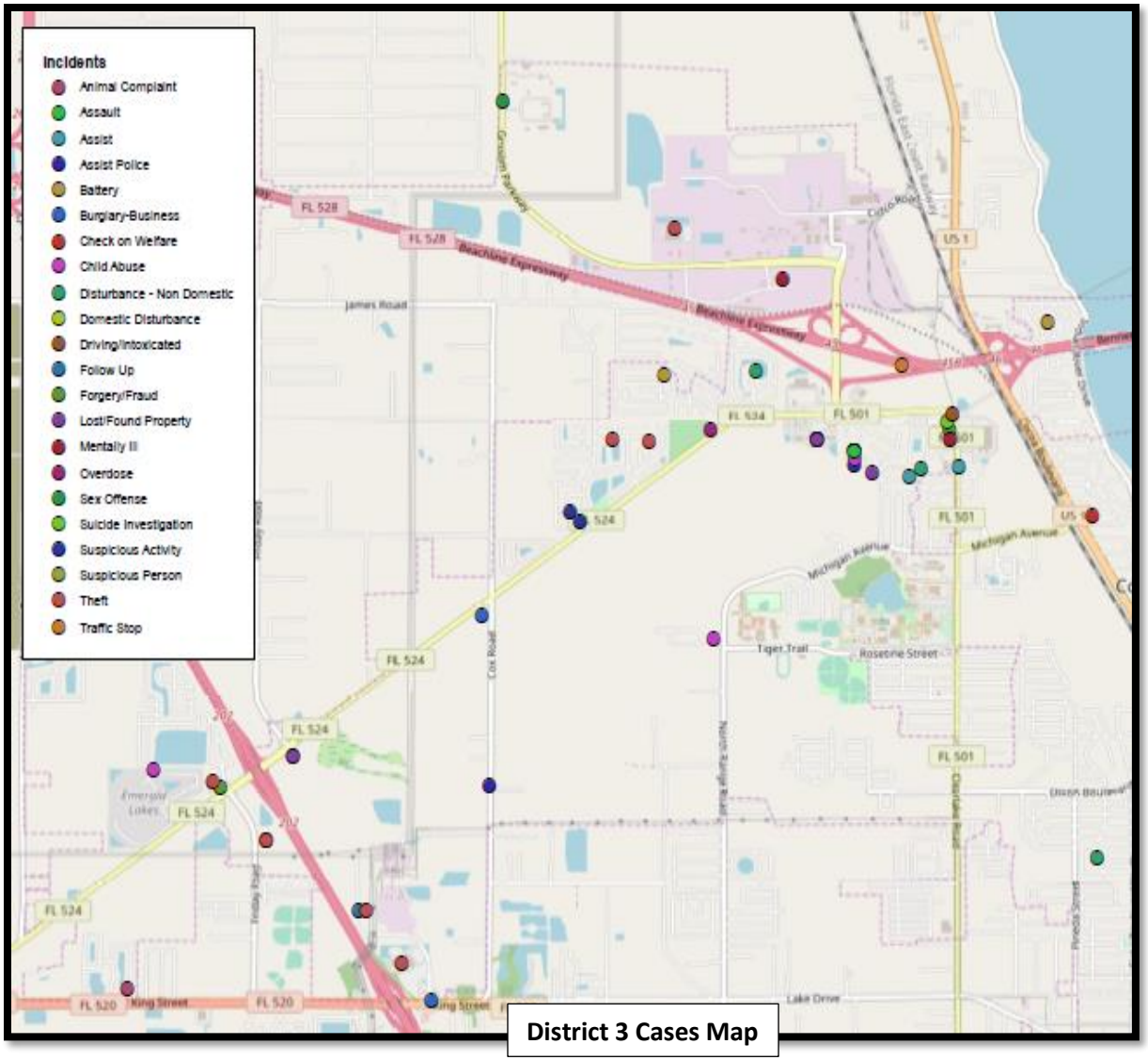
District 2 Cases Map

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

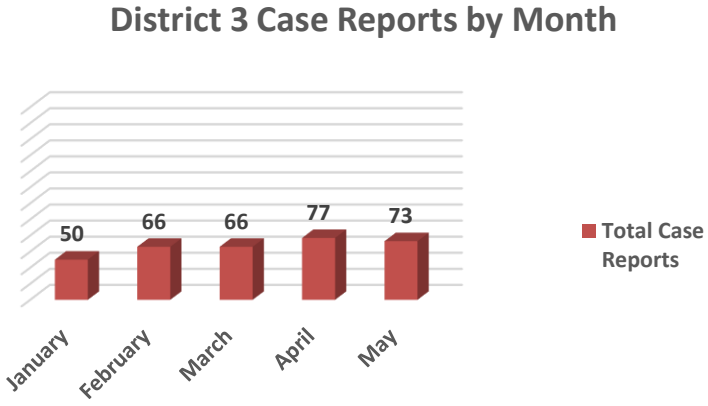
District 3 June Activity

District 3 June Activity Findings

- (53) incidents became cases
- 57% (30) of cases are closed
- There were a total of 11 cases closed with an Arrest(s) or capias request(s).
- 45% of cases closed with an arrest or capias Were generated from Theft(3) and Battery(2) cases.



District 3 Cases Map

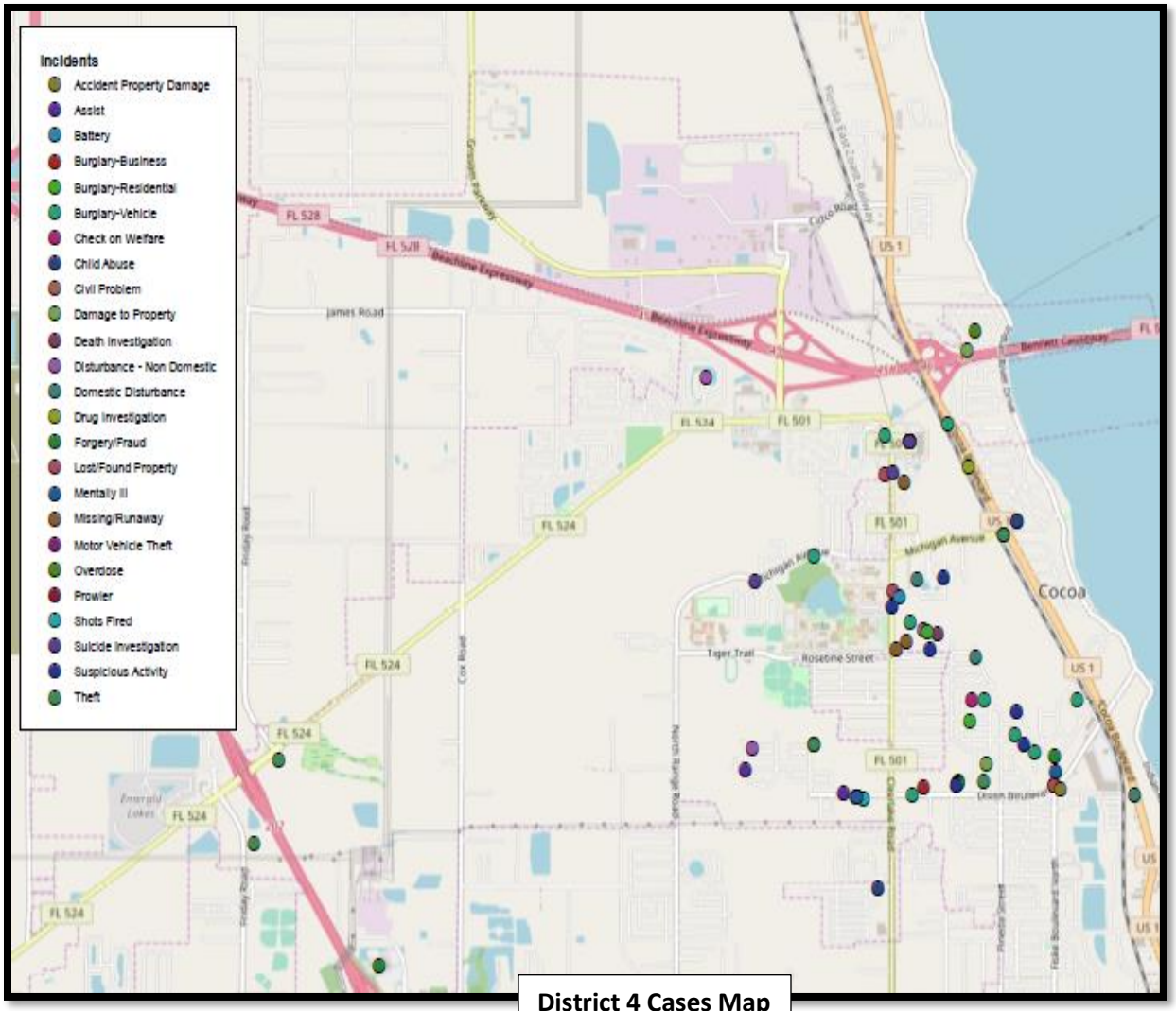


Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 June Activity

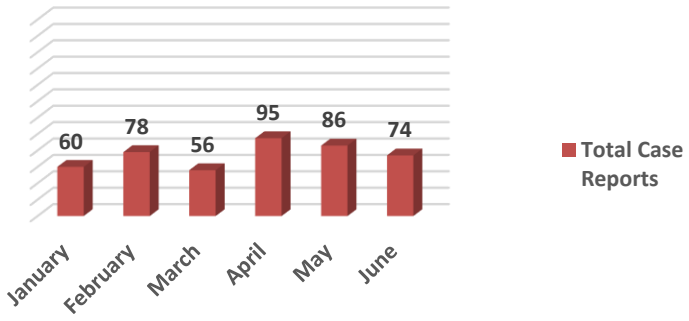
District 4 June Activity Findings

- (74) incidents became cases
- 54% (40) of cases are closed
- There were a total of 11 cases closed with an Arrest(s) or capias request(s).
- 55% of cases closed with an arrest or capias were generated from Theft(3),and Suspicious Activity(3) cases.



District 4 Cases Map

District 4 Case Reports by Month



Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Repeated Locations of Incidents

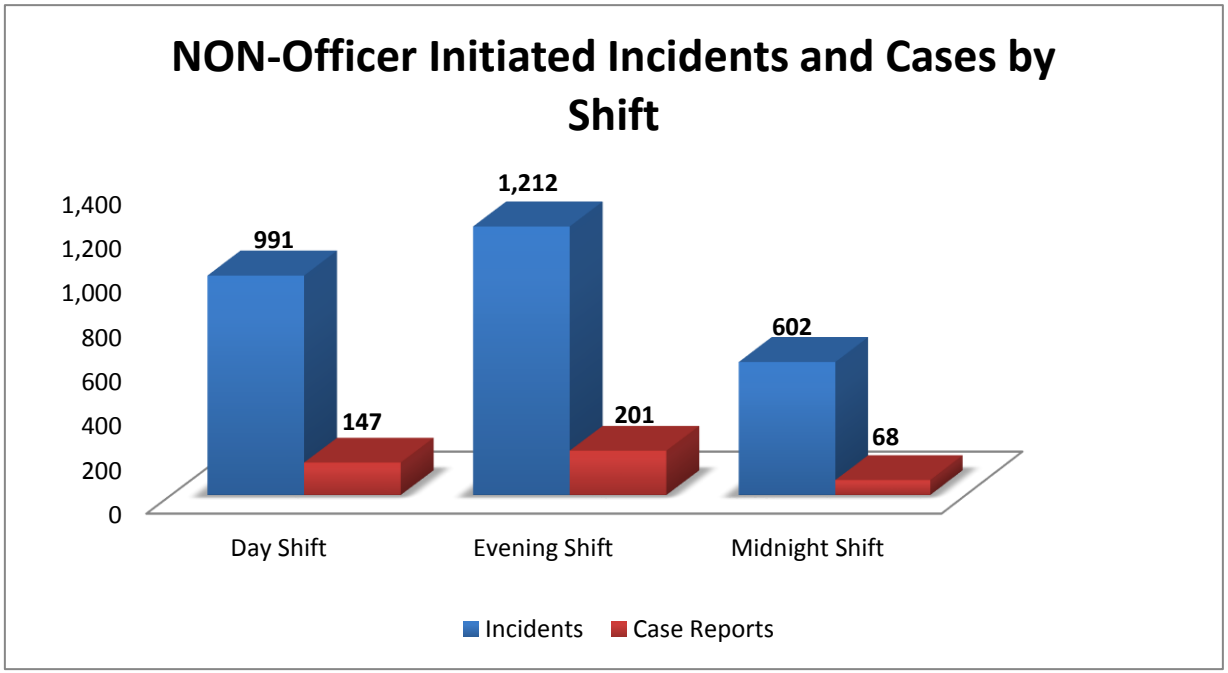
The table below illustrates the totals of Incidents and Cases from June 1, 2018 thought June 30, 2018 generated from the locations listed in the table. These totals include both citizen and officer initiated incidents.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	56	10
1407 Dixon Blvd	50	24
800 N. Fiske	25	5
1514 Clearlake Rd	18	8
1080 N. Fiske	16	6
1010 N. Fiske Blvd	12	6
900 Friday Rd	10	4
1524 Clearlake Rd	10	1
TOTAL	**197**	**64**

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The bar graph below illustrates both, incidents and cases reported totals by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. The totals in the bar graph do not include patrol checks or officer initiated incidents.

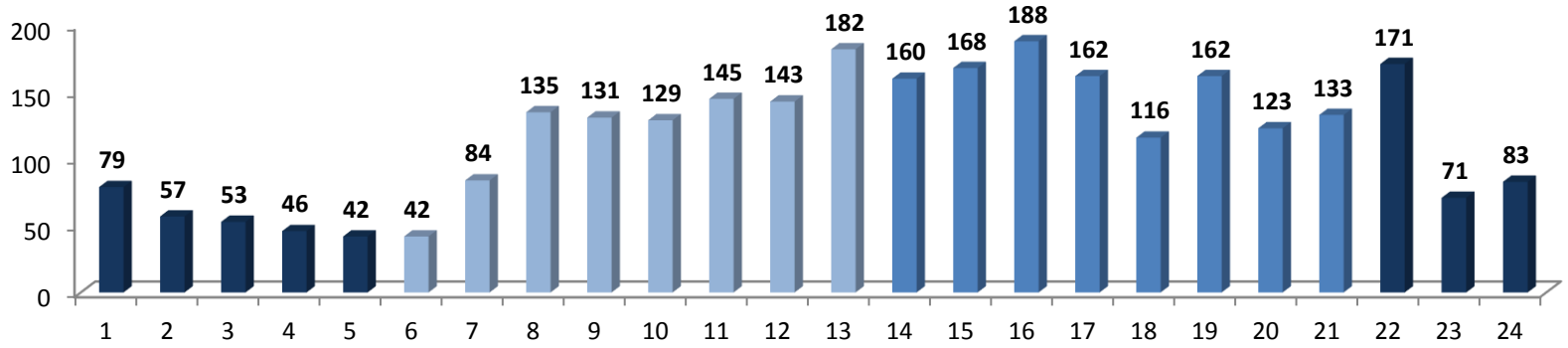


Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

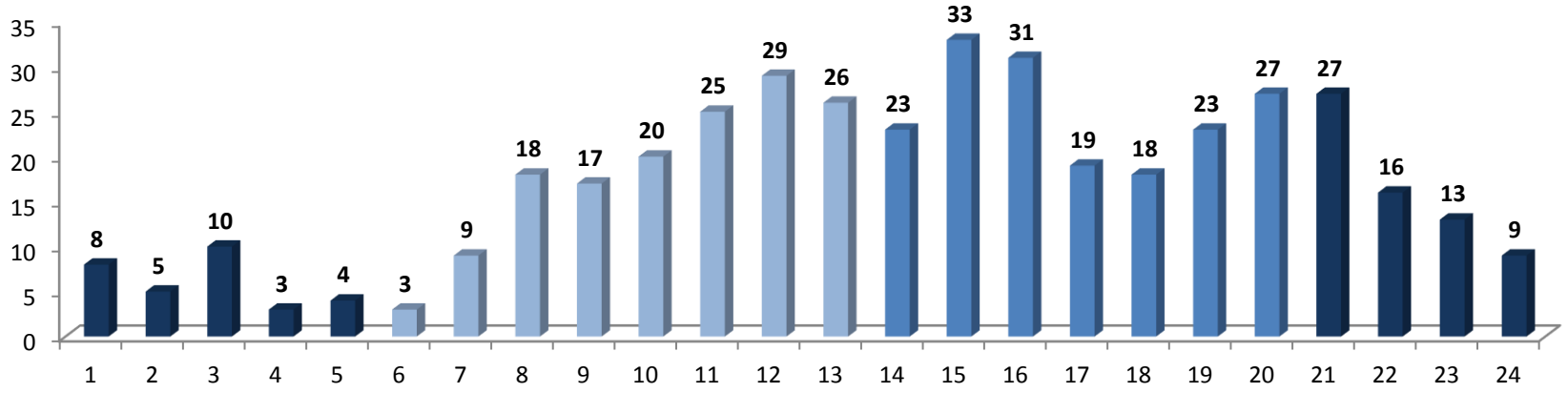
Incidents and Case Reports by Hour

Note: The charts below represents <u>all</u> reported incidents and cases during the month of May broken down by time of day. These totals <u>do not include</u> Patrol Checks or officer iniciated <u>incidents</u>.

Incidents by Hour

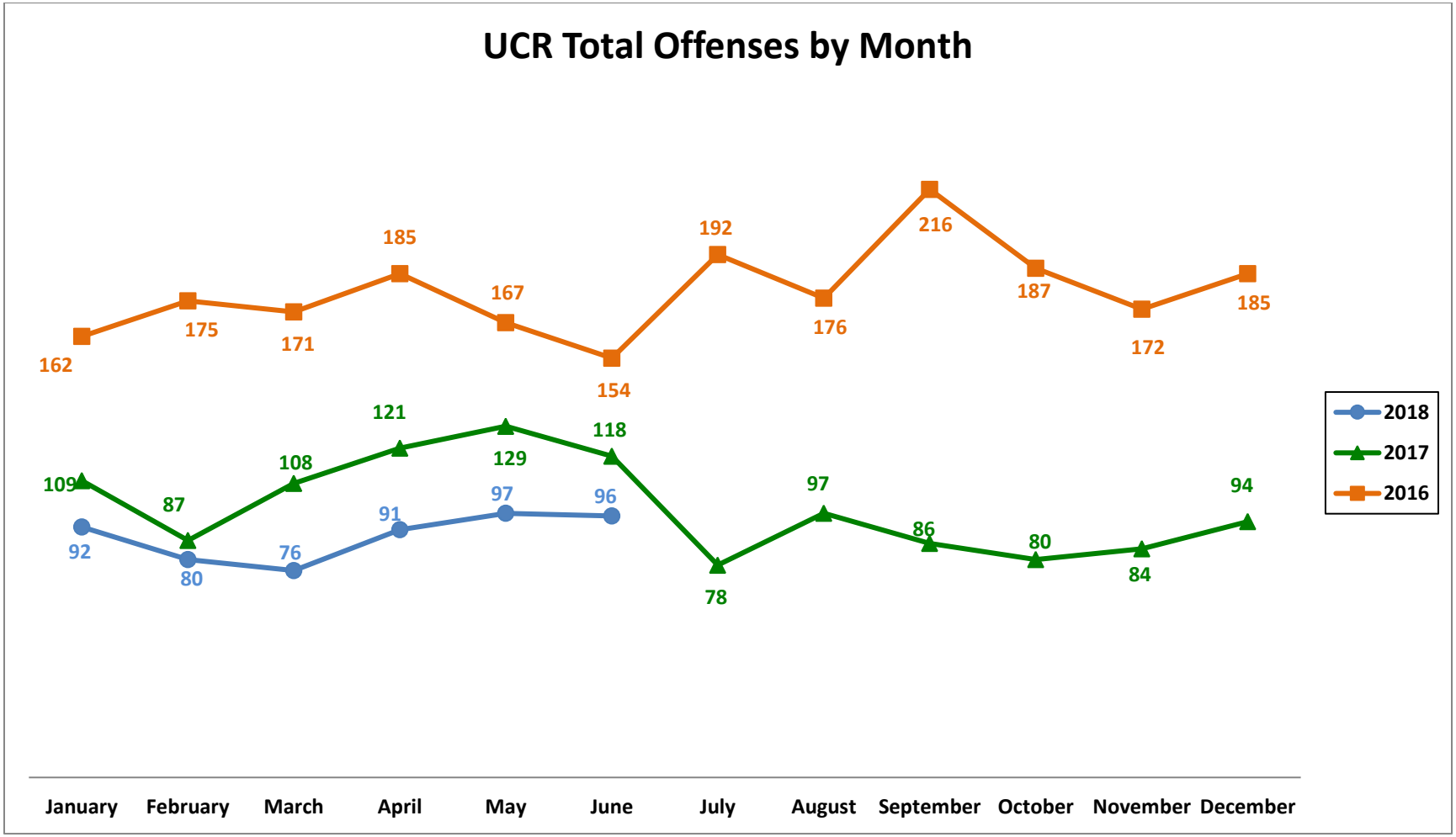


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2018, 2017 & 2016



NOTE: *UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.*

UCR totals were received and the graph was updated on 7/27/18.

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst