City of Cocoa

65 Stone Street
Cocoa, FL 32922

Summary Agenda

City Council

Tuesday, August 10, 2021 | **6:00 PM** | **Cocoa City Council Chambers**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-530 Approve the Agenda for the Regular meeting of August 10, 2021, as presented or with amendments.

Attachments: 08-10-2021 Short Agenda ADA.docx
08-10-2021 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-531 Approve the Minutes of the Mayor's Town Hall meeting of June 15, 2021, as written or with amendments.

Attachments: 06-15-2021 Town Hall Minutes.pdf
Exhibit A - Mayors Town Hall Presentation.pdf

II.2(b) 21-532 Approve the Minutes of the City Council Budget Workshop of July 8, 2021, as written or with amendments.

Attachments: 07-08-2021 Minutes-DRAFT.pdf
Exhibit A - Budget Presentation.pdf
Exhibit B - Stantec Presentation.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

V.1 21-327 Approve a Resolution Amending the FY 2021 Budget, BAF# 21-104-A, to allow for repayment of principal to the Section 108 Guaranteed Loan under Section 108 of the Housing and Community Development Act of 1974, and to amend the FY 2021 Budget with prior year grant revenues to balance the budget for the Community Development Block Grant (CDBG). (Interim Community Services Director)

Attachments: Resolution for Agenda Item 21-.docx

BAF 21-104-A-CD-Section 108 Loan Repayment (8-10-21) Agenda 21-327.pdf

V.2 21-516 Approve Additional Purchases of $400,000 under a Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc. and authorize the City Manager to approve a Change Order to Blanket Purchase Order # 77225 for Sunstate Meter and Supply Inc. by $300,000. (Finance Director)

Attachments: Sunstate Master Contract 2020.pdf

Sunstate Sole Source Resolution.pdf

Sunstate-Neptune Sole Source Letter.pdf

Sunstate Cover Letter - Neptune Pricing 5-28-20.pdf

ECP Sunstate Meter $400,000.pdf

V.3 21-536 Approve a Resolution Amending the FY 2021 Budget, BAF # 21-105-A for Accrual Payouts, Fire Department Overtime and Operating Supplies in the Emergency Disaster Division. (Finance Director)

Attachments: Budget Resolution FY 2021- ADA Compliant.docx

BAF 21-105-A-FN-Period 10 Unbudgeted Expenses (8-10-21) Agenda 21-536.p

V.4 21-539 Approval to apply for a State of Florida Cancer Decontamination Grant to purchase filters for the fire station vehicle exhaust filtering systems. (Fire Chief)

Attachments: 2021-22 Cancer Grant Application.pdf

Fire Decontamination Grant Internal Application RJB.pdf

MULTI-YEAR CONTRACTS:

V.5(b) 20-568 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Kiosk Along with Authorizing the City Manager to finalize and execute a Multi-Year Contract Between the City of Cocoa and AdComp Systems Inc. in a form acceptable to the City Attorney. (Finance Director)

Attachments:
- Kiosk.pdf
- Kiosk Drop Slot -1.png
- AdComp Master Services Agreement Cocoa 080221.pdf
- Cocoa Support Agreement with SLA matrix AdComp 1 year hardware warranty.
- COCOA Pricing General 2021 Spreadsheet B.pdf
- QUOTE City Hall Installation.pdf
- QUOTE Cocoa City Hall Kiosk Cables.pdf
- QUOTE City Hall Electrical Work.pdf
- Sole Source Letter 2020 - AdComp Systems (1).pdf
- Sole Source Resolution.doc
- Exemption to Competitive Bid Form (Final) 3-10-20-eform.pdf
- CSR AdComp Agenda.pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VIII. CITY BUSINESS:

VIII.1 21-502 Approve an Addendum to the Security Agreement with the Villas of Cocoa Village, LLC for the Cottages at Cocoa Village and authorize the City Manager to execute the Agreement.

Attachments:
- ExtensionTheCottages.pdf
- (Villas at Cocoa Village LLC).docx
- Security Agreement Executed
- Addendum to Security Agreement Cottages at Cocoa Village.docx

VIII.2 21-524 Approve the Preliminary Assessment Resolution No. 2021-071 for Fire Protection, for Fiscal Year 2022. (Finance Director)

Attachments:
- fy22_cocoa_fireassessment_update_techmemo_20210727.pdf
- Preliminary Fire Assessment Resolution 2021.docx

VIII.3 21-525 Approve the Preliminary Assessment Resolution No. 2021-072 for Stormwater Utility Services, Fiscal Year 2022. (Finance Director)

Attachments:
- fams_fy21_cocoa_stormwater_v2_workbook.pdf
- 2021 Preliminary Stormwater Assessment Resolution.docx

IX. INFORMATIONAL AGENDA:

IX.1 21-535 Calls for Service provided by the Cocoa Fire Rescue Department for the month of July 2021. (Fire Chief)

Attachments: July 2021 Calls for Service By Incident Type Report.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. 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.

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter 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 item shall be allowed.

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-530

File ID:	21-530	**Type:**	Agenda	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/30/2021
Subject:				**Final Action:**	

Title: Approve the Agenda for the Regular meeting of August 10, 2021, as presented or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	08-10-2021 Short Agenda ADA.docx, 08-10-2021 Short Agenda ADA.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Agenda
(Amended)[1]

City of Cocoa
Regular Meeting of The City Council

Date: August 10, 2021
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 10, 2021. (21-530)

2. Minutes: (a) Mayor's Town Hall Meeting on June 15, 2021. (21-531)
(b) Budget Workshop held on July 8, 2021. (21-532)

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*

[1] Agenda was Amended after publishing to Remove Item III.1.

Public Hearing items), may address the City Council under Delegations by filling out a speaker card.

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V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY 2021 Budget, BAF# 21-104-A, to allow for repayment of principal to the Section 108 Guaranteed Loan under Section 108 of the Housing and Community Development Act of 1974, and to amend the FY 2021 Budget with prior year grant revenues to balance the budget for the Community Development Block Grant (CDBG). (21-327). (Interim Community Services Director)

2. Approve Additional Purchases of $400,000 under a Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc. and authorize the City Manager to approve a Change Order to Blanket Purchase Order # 77225 for Sunstate Meter and Supply Inc. by $300,000. (21-516). (Finance Director)

3. Approve a Resolution Amending the FY 2021 Budget, BAF # 21-105 for Accrual Payouts, Fire Department Overtime and Operating Supplies in the Emergency Disaster Division. (21-536). (Finance Director)

4. Approval to apply for a State of Florida Cancer Decontamination Grant to purchase filters for the fire station vehicle exhaust filtering systems. (21-539). (Fire Chief)

(B) Multi-Year Contracts:

5. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Kiosk Along with Authorizing the City Manager to finalize and execute a Multi-Year Contract Between the City of Cocoa and AdComp Systems Inc. in a form acceptable to the City Attorney. (20-568). (Finance Director)

VI. Public Hearings:

None.

VII. Council Business:

None.

VIII. City Business:

1. Approve an Addendum to the Security Agreement with the Villas of Cocoa Village, LLC for the Cottages at Cocoa Village and authorize the City Manager to execute the Agreement. (21-502). (Interim Community Services Director)

2. Approve the Preliminary Assessment Resolution No. 2021-071 for Fire Protection, for Fiscal Year 2022. (21-524). (Finance Director)

3. Approve the Preliminary Assessment Resolution No. 2021-072 for Stormwater Utility Services, Fiscal Year 2022. (21-525). (Finance Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Calls for Service provided by the Cocoa Fire Rescue Department for the month of July 2021. (21-535). (Fire Chief)

X. Reports:

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

XI. Adjournment:

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65 Stone Street
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Detailed Staff Report

File Number: 21-531

File ID:	21-531	**Type:**	Minutes	**Status:**	Minutes
Version:	2	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/30/2021
Subject:				**Final Action:**	

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Attachments:	06-15-2021 Town Hall Minutes.pdf, Exhibit A - Mayors Town Hall Presentation.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	marsenault@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

MINUTES
City of Cocoa
Mayor's Town Hall Meeting

June 15, 2021

The Mayor's Town Hall Meeting was held on Tuesday, June 15, 2021 at the Cocoa Civic Center, 430 Delannoy Ave., in Cocoa, Florida 32922, as publicly noticed.

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

Deputy Mayor Goins provided the invocation and Councilmember Dyal led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Stockton Whitten	City Manager
	Monica Arsenault	Assistant City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Charlene Neuterman, Interim Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Rebecca Bowman, Finance Director; Samantha Senger, Assistant to the City Manager/PR Specialist; Robert Bobay, Police Lieutenant; and Abby Diaz, Assistant Public Works Director.

II. Welcome by Mayor Blake

III. Introductions of Council & Staff by Mayor Blake and City Manager Whitten

IV. Project Updates:

Assistant City Manager Fuhrer shared the following updates on Public Works projects:

- High Point Infiltration Project (Phase 2) – Completed
- Phase 1 Roadway Resurfacing Project (4.56 Lane Miles) - Completed
- Cocoa Village Stamped Asphalt Crosswalks –In Progress
- Police Department Renovations -In Progress
- Fiske and Broadmoor Acres Drainage Project (FEMA Grant) –Agreement has been executed. CST anticipated to begin later this year, pending FEMA review bid package
- Phase 2 Roadway Resurfacing Project (4.96 Lane Miles)–Anticipated start date in August
- Fleet Fuel Tank Replacement Project –Anticipated start date in August
- Parks Improvements (City-wide) –Currently in Planning Phase with Architect
- Cocoa Village Dredging and Boat Ramp Project (FIND Grant) –Currently in design, CST next year
- Diamond Square Stormwater Piping Retrofit and Interconnect –Currently in design, CST next year
- Bracco STA Outfall Upsizing –Currently in design, CST next year

Additionally, Assistant City Manager Fuhrer shared an update on the City's solid waste contract. He explained that the current contract is set to expire on September 30, 2021. Council approved to negotiate a contract with the current provider, Waste Management of Florida, as opposed to soliciting bids due to the cost increases recently seen from new contracts around the State. The proposed residential rates between the City and Contractor have been held to a rate at or below $17.50, per Council's direction. Residential bulk green waste calls will be routed through the City to Waste Management for service requests.

The new contract is currently in legal review and is anticipated to be complete by the end of June. Once legal review and pricing is finalized, the contract will come to Council for final approval in late July or early August. The new contract will initiate on October 1, 2021, for a base length of seven years.

Charlene Neuterman, Interim Community Services Director, shared information on the City's new program, Upstart Cocoa. She pointed out that this is a small business program that offers a three-year deferred forgivable loan. The City has partnered with WeVenture who will offer a twenty-four-week program for successful business training. Ms. Neuterman also noted that this program is

geared specifically towards minority-owned and or women-owned small businesses that are for-profit.

Furthermore, Ms. Neuterman discussed the American Rescue Plan and how it helped to rescue Save-A-Lot. There was a grand re-opening celebration on Friday, May 28th and it was a great event.

Lastly, Ms. Neuterman reviewed the City's housing development projects. There are four single family developments and four multi-family development projects being built in the City.

Evander Collier, Chief of Police, shared crime stats, strategies and highlights of the Police Department. In 2021, there was an increase in the number of violent crimes reported. There was a total of three hundred fifty-seven violent crimes reported year to date which is an increase of seventeen percent compared to 2020. The number of property crimes have also increased by thirty-four percent from 2020. The total number of arrests for violent crimes in 2021 was twenty-nine and property crime arrests decreased by twenty four percent from 2020.

Chief Collier highlighted significant cases in 2021 which included a citizen complaint involving a credit card skimmer, a homicide related to a shooting, a kidnapping where the suspect was arrested and an armed robbery where two arrests were made in connection to the crime.

Lastly, Chief Collier discussed crime reduction strategies. These strategies include:

- Improving crime analysis data sharing (internally and externally)
- Monthly crime meeting with command staff
- Adjusting road patrol work hours to deter staffing issues
- Community monthly meetings
- Community walks
- Working closely with Code Enforcement and Public Works to identify dilapidated areas city wide
- Working directly with victim services to identify all the services available to the public with the goal to better assist the community's needs

Jonathan Lamm, Fire Chief, provided an update on current Covid-19 statistics. He encouraged everyone to follow CDC guidelines.

He also discussed hurricane preparedness. He expressed the importance of having a plan ahead of time which should include where to keep pets, storing important documents in a safe, knowing where your local shelters are and making sure you are stocked up on any medications you must have. It is also a good idea to have at least five days' worth of food and water on hand along with batteries, candles and other common-sense items.

Rebecca Bowman, Finance Director, gave a budget development update. She noted that the fiscal year runs October 1st to September 30th each year. The budget must be balanced per Florida Statute and must be adopted by October 1st.

During the budget process the following must be adopted:

- Proposed millage rate
- Proposed budget
- Tentative millage rate and budget
- Final millage rate and budget
- Must be completed by dates established in TRIM

Ms. Bowman reviewed all of the previous budget meetings the City has had so far this year and what was discussed. She also provided the FY22 budget calendar for upcoming meetings.

Samantha Senger, Assistant to the City Manager and PR Specialist, shared upcoming special events as follows:

- Juneteenth – June 19, 2021 from 11am-1pm @ Riverfront Park
- Independence Day Celebration – July 4, 2021 from 8-9:30pm @ Riverfront Park
- School Supply Drive at City facilities for the entire month of July
- Food Truck event and School Supply Giveaway – August 7, 2021 from 11am-2pm @ Provost Park

Mayor Blake opened the meeting up for public questions and comments.

Mr. Ed Lanni asked about the construction of The Cottages and why it is taking so long. In response, Ms. Neuterman explained they are moving slower than staff would like but they are slowly making progress.

A citizen wished to point out, on the topic of hurricane preparedness, that people need to secure boats and other marina items to avoid any hurricane damage similar to what happened when Hurricane Matthew and Hurricane Irma hit.

Mr. John Niland inquired about the fluoride in the City's water, to which Jack Walsh, Utilities Director, provided an explanation.

Mr. Aleck Greenwood asked about the RFP for 915 Florida Avenue. In response, City Manager Whitten shared that a RFP has not been put out yet as the City is working through litigation.

Mr. Gregg Stoll asked if the City will be increasing their impact fees as he thought a new bill would be signed in Tallahassee. In response, Ms. Bowman provided an explanation.

Ms. Senger also wished to point out that the City is now accepting applications for the next Citizen's Academy. Applications will be accepted until September.

Mayor Blake concluded the meeting by thanking everyone for coming out and participating in the meeting.

The Mayor's Town Hall meeting adjourned at 7:10 p.m.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie E. Shealy, MMC, City Clerk
(Transcribed by M. Arsenault, Asst. City Clerk)

Exhibit A

Mayor's Town Hall Meeting

June 15, 2021

Agenda

Welcome/Introductions – Mayor Blake

- Welcome
- Invocation and Pledge of Allegiance
- City Council, City Manager, Staff Introductions

Project Updates

- Public Works Updates
- UpStart Cocoa Program
- Save-A-Lot Reopening
- Housing Update

Other Topics of Discussion

- Police Department Update
- Hurricane Preparedness & COVID Updates
- Update on the Budget Process
- Upcoming Special Events

Questions/Citizen input

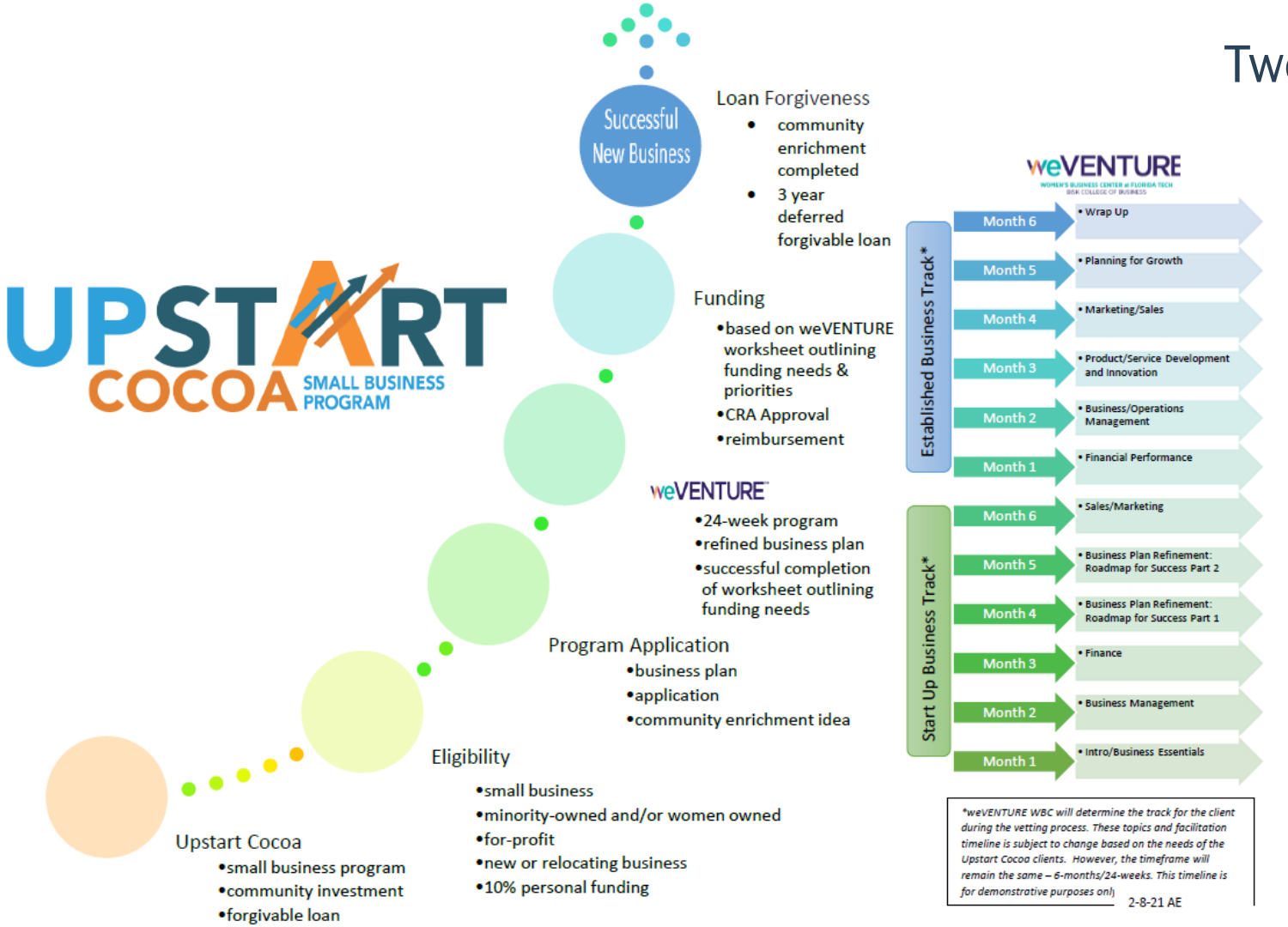
Public Works Project Updates

- High Point Infiltration Project (Phase 2) – Completed
- Phase 1 Roadway Resurfacing Project (4.56 Lane Miles) - Completed
- Cocoa Village Stamped Asphalt Crosswalks – InProgress
- Police Department Renovations - InProgress
- Fiske and Broadmoor Acres Drainage Project (FEMA Grant) – Agreement has been executed. CST anticipated to begin later this year, pending FEMA review bid package
- Phase 2 Roadway Resurfacing Project (4.96 Lane Miles)– Anticipated start date in August
- Fleet Fuel Tank Replacement Project – Anticipated start date in August
- Parks Improvements (City-wide) – Currently in Planning Phase with Architect
- Cocoa Village Dredging and Boat Ramp Project (FIND Grant) – Currently in design, CST next year
- Diamond Square Stormwater Piping Retrofit and Interconnect – Currently in design, CST next year
- Bracco STA Outfall Upsizing – Currently in design, CST next year

Solid Waste Contract Updates

- The current contract is set to expire on September 30, 2021
- Council approved to negotiate a contract with the current provider, Waste Management of Florida, as opposed to soliciting bids due to the cost increases recently seen from new contracts around the State
- The proposed residential rates between the City and Contractor have been held to a rate at or below $17.50, per Council's direction
- Residential bulk green waste calls will be routed through the City to Waste Management for service requests
- The new contract is currently in legal review and is anticipated to be complete by the end of June.
- Once legal review and pricing is finalized, the contract will come to Council for final approval in late July or early August
- The new contract will initiate on October 1, 2021, for a base length of 7 years

UPSTART COCOA SMALL BUSINESS PROGRAM

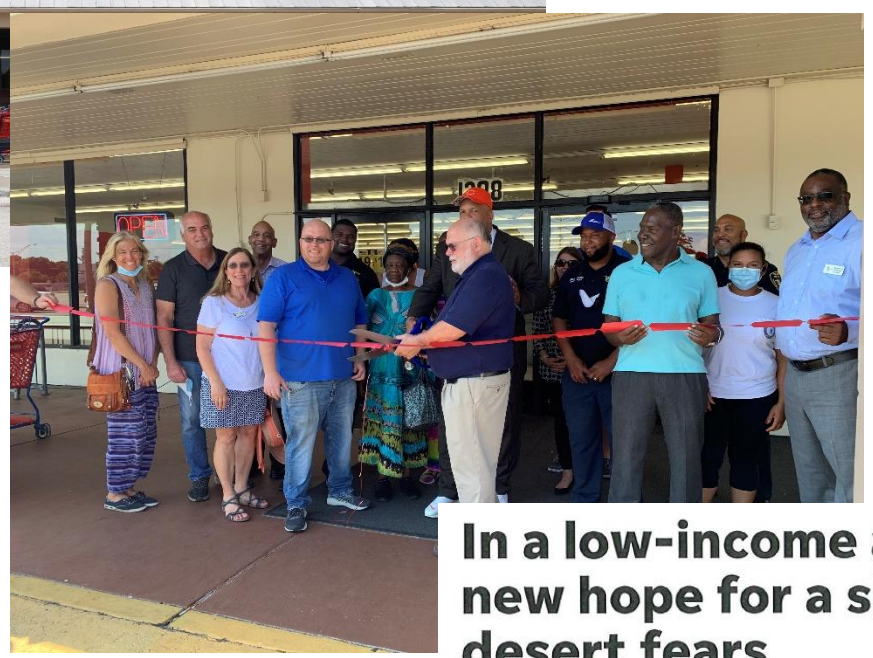


Two Loans

- Citywide
- Diamond Square
- 55 Applications
  - 21 Business Plans

American Rescue Plan – Save A Lot







In a low-income area of Cocoa, there's new hope for a shuttered store amid food desert fears

Britt Kennerly Florida Today
Published 8:00 a.m. ET Apr. 22, 2021

COCOA FLORIDA

City of Cocoa Housing Development Projects

Project	District	Number of Units
Lakeside Palms West (single family)	1	86
Cocoa Grand Apts. (multi-family)	1	268
Riverwalk (single family)	2	26
Adamson Creek Ph 1C (single family)	3	155
Adamson Creek Ph 2 (single family)	3	30
Cirrus Apts. (multi-family)	3	280
Integra Apts. (multi-family)	3	249
Quail Ridge Apts. (multi-family)	3	41

COCOA POLICE DEPARTMENT CRIME STATS

CHIEF OF POLICE, EVANDER COLLIER IV

COCOA POLICE DEPARTMENT

OBJECTIVES:

- Florida Department of Law Enforcement Crime Stats
- Significant Cases Highlights
- Crime Reduction Strategies

Cocoa Police Department

UCR Crime Totals & Comparison (2020 – 2021)

UCR Offenses	*2020*	2021	% Change	2021 YTD
Homicide	1	1	n/a	**1**
Rape/Sex Offenses	0	6	100%	**6**
Robbery	17	19	12%	**19**
Aggravated Assaults	63	56	-11%	**56**
Simple Assault	225	275	22%	**275**
Burglary	41	66	61%	**66**
Larceny	311	399	28%	**399**
Motor Vehicle Thefts	23	37	61%	**37**

- In 2021, there was an increase in the number of violent crimes reported. Violent crimes include crimes against persons. There were a total of 357 violent crimes reported year to date. This is an increase of 17% compared to 2020.
- The number of property crimes have also increased by 34% from 2020.
- The total number of arrests for violent crimes in 2021 was 29.
- Property crime arrests decreased by 24% from 2020.

The totals YTD for 2020 reflect the same time period as of 2021 YTD
(January 1ST through June 10th.)

NOTE: These totals are subject to change if a case report is reported or edited after this information is finalized and presented.

Cocoa Police Department

Significant Cases Highlights

- Multi Agencies- On May 6, 2021, a subject stole a police vehicle and led officers on high speed chase, then stole a second vehicle and led officers on another high speed chase. **Suspect was stopped in Volusia County and taken into custody.**
- Citizen Complaint- On June 2, 2021, a Credit **Card skimmer** was found on a gas pump at 2009 North Cocoa Blvd., ongoing investigation.
- Homicide- On May 1, 2021, officers responded to a shooting. One subject was found deceased. **One person has been arrested during the course of the investigation.** Ongoing investigation.
- Kidnapping- On May 26, 2021, the suspect kidnapped two victims at knife point. **Patrol units were able to locate the suspect fleeing the area and suspect was arrested.**
- Armed Robbery- June 4, 2021, the victim was robbed at gunpoint and battered. **Two arrests were made in connection to the robbery.**

Cocoa Police Department

Crime Reduction Strategies

- Improve Crime Analysis data sharing (Internally & Externally)
- Monthly crime meeting with command personnel
- Adjust Road Patrol work hours to deter staffing issues and increase Law Enforcement proactivity
- Community monthly meetings
- Community walks
- Work closely with code enforcement and public works to identify dilapidated areas city wide
- Work directly with the victims services to identify all the services currently available to the public, with the goal to better assist our community's needs

Hurricane Preparedness & COVID-19 Update

Fire Chief and Emergency Management Director, Jonathan Lamm

Budget Development

- Fiscal year is 10/1 to 9/30
- Budget must be balanced per Florida Statutes
- Must be adopted by Oct. 1 of each year
- Must adopt during the budget process:
  - Proposed Millage Rate
  - Proposed Budget
  - Tentative Millage Rate and Budget
  - Final Millage Rate and Budget
  - Must be completed by dates established in TRIM

Previous Meetings

- 4/16/21 Budget Priorities Workshop
  - Reviewed FY21 actuals to-date; FY22 revenue projections/increases in FY22 expenditures , American Rescue Plan Act (ARPA), use of fund balance, FY22 budget priorities
- 4/19/21- Budget Priorities Workshop #2
  - Reviewed possible projects to utilize the ARPA grant funding
- 4/26/21 – Council Workshop
  - Reviewed ARPA, FY22 revenue projections/increases in FY22 expenditures, Parks Master plan, accepted FEMA Hazard Mitigation grant, use of Assigned fund balance ($8.8M), FY22 budget priorities
- 6/1/21 – Budget Workshop #3
  - Reviewed ARPA Council priorities, parks update, FY22 revenue projections/increases in FY22 expenditures
- 7/8/21 – Budget Workshop #4
  - Council priorities, FY22 revenue projections/increases in FY22 expenditures, FY22 budget

FY 2022 Budget Calendar

July 8, 2021
- Budget Workshop

July 20, 2021
- Tentative Millage (TRIM)

August 10, 2021
- First Fire & Stormwater Assessment and Water/Sewer Public Hearings

August 24, 2021
- Final Fire & Stormwater Assessment Public Hearings

September 14, 2021
- First Millage/Budget Hearing

September 22, 2021
- Final Millage/Budget Hearing

Special Events

Juneteenth

- June 19, 2021, 11am-1pm, Riverfront Park

Independence Day Celebration with a concert from the Brevard Symphony Orchestra and Fireworks over the Indian River

- July 4, 2021, 8-9:30pm, Riverfront Park

School Supply Drive and Food Truck Event

- School supply drive the month of July at City facilities
- Food Truck event and school supply give-away, August 7, 2021, 11am-2pm Provost Park

QUESTIONS/COMMENTS

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-532

File ID:	21-532	**Type:**	Minutes	**Status:**	Minutes
Version:	2	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/30/2021
Subject:				**Final Action:**	

Title: Approve the Minutes of the City Council Budget Workshop of July 8, 2021, as written or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	07-08-2021 Minutes-DRAFT.pdf, Exhibit A - Budget Presentation.pdf, Exhibit B - Stantec Presentation.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	marsenault@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

MINUTES
City of Cocoa
City Council Workshop

July 8, 2021

A City Council Workshop was held on Thursday, June 8, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the Workshop to order at 6:00 pm.

Deputy Mayor Goins provided the invocation and Councilmember Koss led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Assistant City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	Assistant City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Evander Collier, Chief of Police; Samuel Byrd, Deputy Fire Chief; Bryant Smith, Public Works Director; Charlene Neuterman, Interim Community Services Director; Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Robert Beach, Chief Technology Officer; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Workshop Topics:

1. FY22 Proposed Budget Presentation

City Manager Whitten briefly reviewed the agenda and the purpose of the workshop for the evening. He touched on the Charter requirements for the budget and the process that must take place per Florida's laws.

City Manager Whitten shared highlights from the FY22 recommended budget as follows:

- FY22 Budget - $140,788,374
- Current level of service budget proposal
- Three percent pay increase for all employees
- Health insurance savings
- Current or unchanged property tax rate
- Four and a half percent stormwater fee increase as opposed to the planned nine percent increase
- No water/sewer utility rate increase
- Personnel increases
- Public Works Department
    - Two Maintenance Worker II positions
- Utility Department
    - Industrial Electrician Technician
    - Two Instrumentation Technicians
- Finance Department
    - Field Service Inventory Technician
- Significant Capital Purchases

City Manager Whitten addressed the City's challenges which include the following:

- Changes in ROI transfer from the Water/Sewer Utility Fund
- Need for economic growth to sustain increased costs
- Union negotiations
- Recruitment and retention issues associated with wages
- Federally mandated minimum wage required to be $15/hour by 2026
- Insurance
- Unfunded pension liabilities

City Manager Whitten further explained the issue of the City's insurance, which is that the City has absorbed the cost of insurance increases over the past two years. This has skewed the original formula where the City paid fifty percent of the insurance cost. The City now pays sixty percent of the costs for the family/dependent portion.

Ms. Bowman presented the FY22 Recommended Budget[1]. She shared a comparison of the FY22 recommended budget vs. the FY21 adopted budget. She also provided the FY22 recommended budget by General Fund department.

Ms. Bowman reviewed the FY22 Stormwater Fund recommended budget and the FY22 Water/Sewer recommended budget.

Additionally, she explained the FY22 General Fund overview and revenue sources. The City's revenue sources include taxes, permits and fees, grants and state shared revenues, charges for service, fines and forfeitures, miscellaneous items and other non-revenue items such as inter-fund transfers, water/sewer ROI, debt proceeds, etc.

General Fund revenue trends were pointed out and taxable values where shared in comparison to other cities in the County. Ms. Bowman discussed the "new money" in the upcoming budget which came from the following:

- Property tax increase – 3.21%
- Utility/Stormwater "cost of services"
- 6% PILOFF (in lieu of franchise fees)
- Fire Assessment – 3% + new to tax roll
- Utility billing fees – CPI 1.5%
- Utility ROI

In addition to new money, Ms. Bowman also mentioned new expenses in the FY22 budget. These expenses include:

- General Fund payroll 3% increase
- Capital funded by current revenue
- GF approved new position requests (2)
- Building permits (funded by BP reserves)

The Fund Balance Reserve Policy was mentioned, and Ms. Bowman explained that the restricted General Fund balance has a minimum reserve requirement of 33% of total operating expenditures and $500,000 of capital replacement. Reserves are used for capital and one-time expenses only and cannot sustain reoccurring expenses. The City must utilize what is available in the Fund Balance to fund projects.

[1] Exhibit A: FY22 Recommended Budget Presentation

Staff's recommended use of unassigned Fund Balance includes funds for the Police Department, Public Works, and the Fire Department.

Peter Napoli, Stantec, shared that he has been working with the City for a few years and his main focus is on managing the General Fund and the Fire Assessment components for the City. He pointed out key planning observations and considerations. The objective is evaluating sufficiency of revenues from property taxes and other sources to meet projected operating and capital costs. Some of the key observations are:

- Projection assumes current operating levels
- No new personnel, programs or services
- CIP reflects a conservative approach to capital spending
- Continued plan of fire assessment rate increases of 3% each year

One of the key issues is the escalation of costs will outpace revenue growth. Mr. Napoli shared various General Fund models showing different scenarios.

Additionally, Mr. Napoli provided the City of Cocoa's Fire Assessment calculation.

Ms. Bowman asked for a consensus to complete preparation of the recommended FY22 budget to present at the July 27th Council meeting to which Council had no objections.

Ms. Bowman shared the FY22 Stormwater Fund revenues by funding source and the recommended budget.

Kyle Stevens, Stantec, shared that the plan of rate increases identified in 2019 allows for capital funding. The Fiske Blvd. grant also frees up additional capital investment resources. Mr. Stevens added that while all of this is good news, aging infrastructure presents a key risk and although the City may have a plan it is very important that the City remains sustainable to the best of its ability.

Ms. Bowman asked for a consensus to finalize the proposed FY22 budget, maintaining the stormwater assessment rate at 4.5%, to which Council had no objections.

Ms. Bowman shared the trends for the Water/Sewer Fund revenue as well as the revenues by funding source.

Jeff Dykstra, Stantec, discussed the water and sewer revenue sufficiency analysis. He noted that there was no rate increase in FY21 and it will be 4% annually through FY2030. The City adopted rate structure modifications and updated impact fees and utility miscellaneous fees effective October 1, 2021. The objectives are to

evaluate sufficiency of revenues from current rates and rate indexing plan to meet costs and identify alternative rate indexing plan if needed as well as performing local residential customer cost comparison.

Some of the key issues are spending down the remaining bond proceeds for major projects and the alignment of capital needs and execution. The Financial Plan was discussed as well as the key metrics or financial sustainability. This includes maintaining sufficient operating reserves and maintaining sufficient debt service coverage.

Ms. Bowman asked for a consensus to finalize the recommended FY22 budget, with a 0% increase in the Water/Sewer fund, to which Council had no objections.

Ms. Bowman shared the City's recruitment and retention challenges. She explained that the inability to recruit, hire and retain employees as a result of wage rates lower than surrounding municipalities and private sector companies is having an adverse and unstainable effect on operations in most city departments. There is also a lack of unqualified applicants and economic issues related to Covid-19. Another issue is the implementation of the new Florida minimum wage.

Several departments are experiencing multiple vacant positions, including the Police Department who currently have seven sworn officer positions open and the Utility Department who have eleven out of fourteen positions vacant for Maintenance Workers.

Mr. Walsh mentioned that Field Operations and the Dyal Plant are also experiencing shortages. Multiple vacancies allow for reactive work to be done vs. proactive work. Mr. Walsh pointed out that he is having to take on the responsibilities of several other positions in addition to his own due to the staff shortages.

City Manager Whitten explained that the General and Stormwater Funds do not generate sufficient increases in recurring revenue to pay for increases higher than three percent per year. Increasing the tax rate by one million would generate approximately $1.1 million in additional revenue in year one. Increasing the stormwater fee by an additional 4.5% would generate approximately $74,000 in additional revenue in year one.

Furthermore, the Water/Sewer Utility Fund can raise rates to pay for increased wages higher than three percent per year.

City Manager Whitten provided four options for Council to consider:

1. Increase the tax rate, stormwater fee, and water/sewer rates to accommodate pay increases and adjustments to the pay ranges.

2. Allow the Water/Sewer Utility Department to accommodate pay increases and adjustments to their pay ranges.

3. Allow the Water/Sewer Utility Department to offer sign on bonuses/incentives to applicants.

4. Allow the City Manager/Department Directors to make salary offers within the pay range as necessary.

Councilmember Dyal pointed out that he likes option one.

Councilmember Koss added that there a lot of questions that need answered before a decision should be made. In response, City Manager Whitten explained that staff understands that further discussion would need to be held before a final decision can be made.

Mayor Blake opened the discussion to the public.

Mr. Pete Olavarria, 2515 MacFarland Dr., Cocoa, asked if Council has considered adding counselors to the budget which would work at the parks which may be beneficial to the kids who utilize the parks after school or during the summer. In response, Mayor Blake added that while he likes this idea, there are currently various after school and summer programs that serve this purpose. He asked Ms. Delores McLaughlin to expound on some of the programs.

Delores McLaughlin, 307 Blake Ave., Cocoa, representing the Alliance for Neighborhood Restoration and Cocoa PAL, provided a background on the programs and the work they have done with the City over the years. She shared various events that are upcoming and offered to answer any questions.

Additionally, Ms. McLaughlin asked for the City's assistance in helping to support various educational and physical fitness programs that they would like to offer children and students.

Mayor Blake asked if Council would consider a consensus to direct the City Manager to see what can be done to support these programs.

Councilmember Koss asked if the City is doing anything to support them currently. In response, Councilmember Dyal pointed out that Cocoa Community First used

to subsidize funds to provide assistance, however they have been in limbo since the pandemic.

Additionally, Ms. McLaughlin explained that they have had municipal agreements with the City over the years, one of them being specifically with the Diamond Square CRA, however those funds are line item specific and the funds have varied over the years but have never increased with the needs of the program. She explained that there are two full time employees, one of them being herself, and she is no longer able to work the way she has over the last twenty years.

Councilmember Koss further asked if the programs only service Cocoa children. In response, Ms. McLaughlin shared that while the majority of them are, some are from Rockledge.

Councilmember Koss asked if Rockledge might be interested in assisting since the programs offer services to their community as well. In response, Deputy Mayor Goins explained that he believes Rockledge is looking to form their own PAL program in the future and does not think they will be interested in supporting Cocoa's PAL program.

Councilmember Hearn wished to thank Ms. McLaughlin for all that she does to support the children in the community and offering these fun programs to them.

Consensus by Council to direct the City Manager to look into what the City can do to provide support to Cocoa PAL.

III. Adjournment:

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn, to adjourn the City Council Workshop of July 8, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:10 p.m.

_____
ATTEST: Michael C. Blake, Mayor

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

Exhibit A

Workshop on Recommended FY 2022 Budget

July 8, 2021

Agenda

- FY 2022 Recommended Balanced Budget
  - General Fund
    - Stantec FAMS Model
  - Stormwater Fund
    - Stantec FAMS Model
  - Water/Sewer Utility Fund
    - Stantec FAMS Model
- Workforce Hiring/Salary Challenges

Charter Requirements for the Budget

- **Section 2. - Submission of Budget.**

  The city manager shall submit his recommended budget for the ensuing fiscal year to the city council at the time prescribed by general law. The council may, by resolution, require the city manager to submit a proposed budget by a date earlier than that prescribed by general law.

- **Section 4. - Council Action on Budget.**

  Notice and hearings. The city council shall hold public hearings on the proposed budget and cause notice to be provided therefore, as provided by general law. However, in no event, shall the council adopt a budget without first holding a public hearing regarding same.

  Adoption. The budget shall be finally adopted no later than the final weekday of the prior fiscal year. Should the council fail to adopt the budget on or prior to such date, the last proposed budget submitted by the city manager, shall be deemed to have been adopted by the council.

FY 2022 Recommend Budget - Highlights

- FY 2022 Budget - $140,788,374
  - Reduction of approximately $14.5 million from Current Year Adopted Budget
  - 9% decrease in revenues and expenditures
- Current Level of Service Budget Proposal
- 3% pay raise for employees
- Health Insurance Savings for Employees and City
- Current or Unchanged Property Tax Rate
- 4.5% Stormwater fee increase as opposed to the planned 9% increase
- No Water/Sewer Utility rate increase

FY 2022 Recommended Budget - Highlights

- Personnel Increases
  - Public Works Department
    - Two Maintenance Worker II $118,404
  - Utility Department
    - Industrial Electrician Technician
    - Two Instrumentation Technicians

      $274,222
  - Finance Department
    - Field Service Inventory Technician $64,335

FY 2022 Recommend Budget - Highlights

- Significant Capital Purchases
  - Police Department Vehicles - $426,276
  - Public Works Vehicles and Equipment $276,856
  - Police Department Replacement Radios $106,757
  - Fire Department Replacement Radios $88,000
  - Fire Inspection Vehicle $38,725
  - ADA Kayak Launch at Lee Wenner Park $20,000
  - Police Department Traffic Response Trailer $16,772

Challenges…

- Changes in ROI transfer from the Water/Sewer Utility Fund
- Need for economic growth to sustain increased costs
- Union negotiations
- Recruitment and Retention Issues Associated with Wages
- Federally mandated minimum wage required to be $15/hour by 2026
- Insurance
  - The City has absorbed the cost of insurance increases the past two years. This has skewed the original formula where City paid 50% of insurance cost. The City now pays 60% of the insurance costs for the family/dependent portion.
- Unfunded Pension Liabilities

FY 2022 Recommended Budget

FY 2022 RECOMMENDED BUDGET VS. FY 2021 ADOPTED BUDGET

FUND	FY 2021 ADOPTED BUDGET	FY 2022 Recommended BUDGET	$ Difference	+/-
General	$41,351,033	$41,767,858	$416,825	1%
Special Revenue	$3,046,572	$5,124,109	$2,077,537	68%
Building Permit	$536,646	$620,060	$83,414	16%
Debt Service	$1,745,706	$1,749,088	$3,382	0.2%
Capital Projects	$91,628	$91,628	-	-
Water/Sewer	$75,186,987	$70,752,327	*($4,434,660)	(6%)
W/S Impact Fees	$2,233,605	$2,232,899	($706)	(.03%)
W/S Renewal and Replacement	$11,484,879	$5,753,371	*($5,731,508)	(50%)
W/S Restricted Assets	$9,792,610	$9,535,205	*($257,405)	(3%)
Stormwater	$1,811,269	$1,830,548	$19,279	1%
Workers Comp	$1,208,944	$1,252,392	$43,448	4%
Health Insurance (Self Insured)	$6,827,260	$78,889	*($6,748,371)	(99%)
TOTAL	**$155,317,139**	**$140,788,374**	**($14,528,765)**	(9%)

FY 2022 Recommended Budget by General Fund Department

GENERAL FUND	FY 2021 Adopted Budget	FY 2022 Recommended Budget	Variance	% OF FY 22 BUDGET
Police	$10,485,570	$11,072,995	$587,425	27%
Public Works	$7,402,415	$9,180,169	$1,777,754	22%
Fire	$6,628,150	$6,857,101	$228,951	16%
General Operations	$8,086,219	$5,684,052	($2,402,167)	14%
Finance	$3,563,228	$3,578,681	$15,453	9%
Information Technology	$2,008,134	$2,116,028	$107,894	5%
City Manager Office	$1,270,950	$1,279,802	$8,852	3%
Administrative Services	$882,435	$924,289	$41,854	2%
Community Services	$818,267	$820,936	$2,669	2%
City Council	$188,405	$194,905	$6,500	0%
General Operations/Emergency Disaster	$17,260	$58,900	$41,640	0%
TOTAL FY 2022	**$41,351,033**	**$41,767,858**	**$416,825**	**100%**

FY 2022 Stormwater Fund Recommended Budget

Funding Source	FY 2021 Adopted Budget	FY 2022 Recommended Budget	$ Difference	% of Budget
Personal Services	$573,350	$579,612	$6,262	32%
Operating	$757,919	$638,316	($119,603)	35%
Capital	$480,000	$612,620	$132,620	33%
TOTAL	**$1,811,269**	**$1,830,548**	**$19,279**	**100%**

FY 2022 Water/Sewer Recommended Budget

Water/Sewer Fund:	FY 2021 Adopted Budget	FY 2022 Recommended Budget	$ Difference	% OF BUDGET
Administration (Salaries, ROI, 6% PILOF, Allocation and Debt Service, Transfers)	$42,047,650	$34,067,725	($7,979,925)	48%
Dyal Water Plant	$13,799,810	$15,338,692	$1,538,882	22%
Water Field Operations	$9,232,366	$9,288,757	$56,391	13%
Water Reclamation	$3,565,931	$3,643,579	$77,648	5%
Engineering	$2,245,318	$3,342,483	$1,097,165	5%
Sewer Field Operations	$2,478,744	$3,111,175	$632,431	4%
Utility Support Services (Meter Readers And Field Services)	$1,701,530	$1,836,826	$135,296	3%
Inventory (Warehouse)	$115,638	$123,090	$7,452	-
TOTAL FY 2022	**$75,186,987**	**$70,752,327**	**($4,434,660)**	**100%**

FY 2022 General Fund Overview

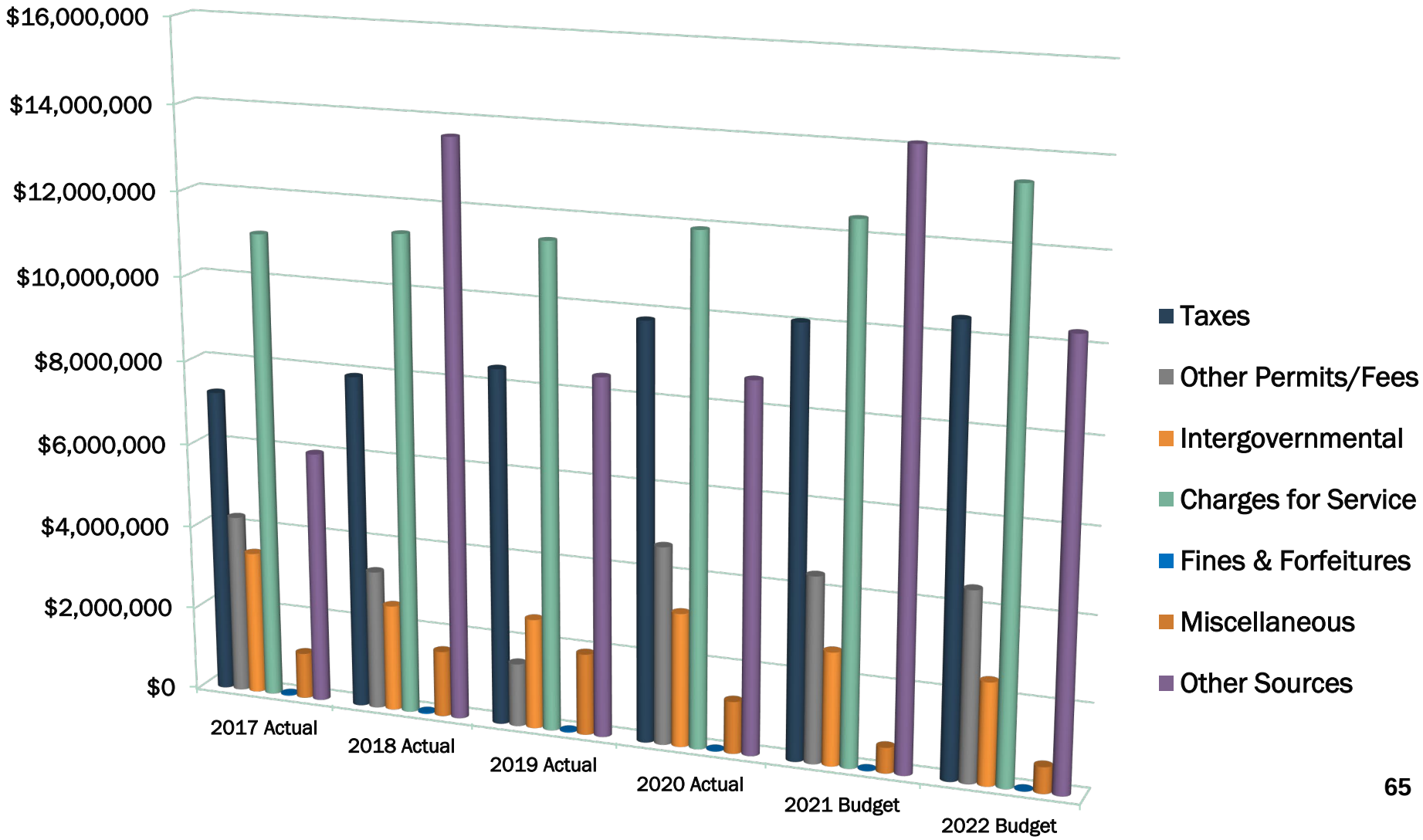
General Fund Revenue Sources

- **Taxes**
  - Ad Valorem, Public Service, Utility Service and Communication Service Tax
- **Other Permits & Fees**
  - Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees
- **Intergovernmental**
  - Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues
- **Charges for Service**
  - Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Events
- **Fines & Forfeitures**
  - Property Seized
  - Court held confiscated items
- **Miscellaneous**
  - Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues (pass-thru), Insurance Proceeds, etc.
- **Other Non-Revenue**
  - Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)

FY 2022 General Fund Revenues by Funding Source

Funding Source	FY 2022 Recommended Budget	% of Budget
Charges for Service (Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Fees)	$13,423,625	30%
Taxes (Ad Valorem, UST and CST)	$10,434,080	24%
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$10,328,747	29%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$4,489,885	11%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,441,263	5%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$636,258	1%
Fines & Forfeitures	$14,000	-
TOTAL FY 2022	**$41,767,858**	**100%**

General Fund Revenue Trends



FY 2022 Recommended Budget by General Fund Department

GENERAL FUND	FY 2021 Adopted Budget	FY 2022 Recommended Budget	Variance	% OF FY 22 BUDGET
Police	$10,485,570	$11,072,995	$587,425	27%
Public Works	$7,402,415	$9,180,169	$1,777,754	22%
Fire	$6,628,150	$6,857,101	$228,951	16%
General Operations	$8,086,219	$5,684,052	($2,402,167)	14%
Finance	$3,563,228	$3,578,681	$15,453	9%
Information Technology	$2,008,134	$2,116,028	$107,894	5%
City Manager Office	$1,270,950	$1,279,802	$8,852	3%
Administrative Services	$882,435	$924,289	$41,854	2%
Community Services	$818,267	$820,936	$2,669	2%
City Council	$188,405	$194,905	$6,500	0%
General Operations/Emergency Disaster	$17,260	$58,900	$41,640	0%
TOTAL FY 2022	**$41,351,033**	**$41,767,858**	**$416,825**	**100%**

Taxable Value Comparison

	Taxing Authority	2020 Taxable Value	2021 ESTIMATES Taxable Value	Taxable Value % Change
1	City of West Melbourne	1,912,755,145	2,093,315,260	9.44%
2	City of Palm Bay	4,843,397,767	5,287,194,494	9.16%
3	Town of Malabar	278,284,431	299,986,668	7.80%
4	City of Cape Canaveral	1,408,437,260	1,511,387,498	7.31%
5	City of Titusville	2,244,660,441	2,407,486,734	7.25%
6	Town of Indialantic	448,172,673	475,443,123	6.08%
7	City of Indian Harbour Beach	1,006,460,775	1,067,052,855	6.02%
8	Town of Melbourne Beach	454,356,502	481,640,251	6.00%
9	City of Satellite Beach	1,072,175,051	1,135,594,501	5.92%
10	General Fund	43,803,472,075	46,352,170,905	5.82%
11	City of Melbourne	5,759,442,711	6,074,199,050	5.47%
12	School Board	48,852,233,473	51,226,691,516	4.86%
13	City of Cocoa Beach	2,199,480,742	2,303,054,095	4.71%
14	Town of Melbourne Village	52,087,844	54,484,600	4.60%
15	Town of Grant-Valkaria	453,391,211	473,238,649	4.38%
16	Town of Palm Shores	97,084,617	100,606,130	3.63%
17	City of Rockledge	1,713,846,865	1,775,163,872	3.58%
18	City of Cocoa	1,172,021,718	1,209,685,855	3.21%

"New Money" FY 2022 Budget

Increase in Revenue

Property Tax Increase 3.21%		$314,226
Utility/Stormwater "Cost of Services"		$200,434
6% PILOFF (In Lieu of Franchise Fees)		$181,273
Fire Assessment	3% + New to Tax Roll	$150,983
Utility Billing Fees – CPI 1.5%		$14,930
Utility ROI		($573,033)
Total Increase in Revenue		**$288,813**

"New Expenses" FY 2022 Budget

Increase in Expenses

General Fund Payroll 3% Increase	$275,758
Capital Funded By Current Revenue	$227,921
GF Approved New Position Requests (2)	$118,404
Building Permits (Funded by BP Reserves)	($326,846)
Total Increase in Expenses	**$295,237**

Total Increase in Revenue	**$288,813**
Total Increase in Expenses	**$295,237**
Net "New" Money	**($6,424)**

Use of General Fund Balance Reserves

Fund Balance Reserve Policy - the purpose of the Fund Balance Reserve Policy is to ensure there will be adequate liquid resources to serve as a financial cushion for the General Fund.

- Restricted General Fund Balance has a minimum reserve requirement of 33% of total operating expenditures and $500,000 of capital replacement
- Reserves are used for Capital and One-Time expenses only and **cannot** sustain recurring expenses
- Utilize **available** Fund Balance to fund projects
  - Emergency Response- Pandemic, Natural Disaster…
  - Catalytic Capital/Economic Projects to enhance overall City growth and quality of life

Recommended Use of Unassigned Fund Balance FY 2022

- **Beginning Balance** $4,236,104
- **Use of Unassigned Fund Balance:**
  - Police Department $549,805
  - Public Works Department $296,856
  - Fire Department $126,725

  Total: **$973,386**
- **Ending Balance** **$3,262,718**

Stantec to present the General Fund FAMS

City Council Direction

- **Consensus to complete preparation of Recommended FY 2022 Budget to present at July 27th City Council Meeting**

1. Millage Rate:
   - Maintain Current Millage Rate – 5.9790
   - 4.27% Increase to Property Values for Tax Year 2021, Fiscal Year 2022. Estimated Increase to Budgeted Revenue @ 95% $314,226

2. Fire Assessment Rate:
   - FY 2022 3% Increase

   Estimated Increase of 3% would account for an additional $150,983 in Revenue. Fire Assessment Revenue $2,765,483 would then account for 40% of the Fire Department's Budget.

FY 2022

Stormwater Budget Overview

Stormwater Fund Revenue Trends



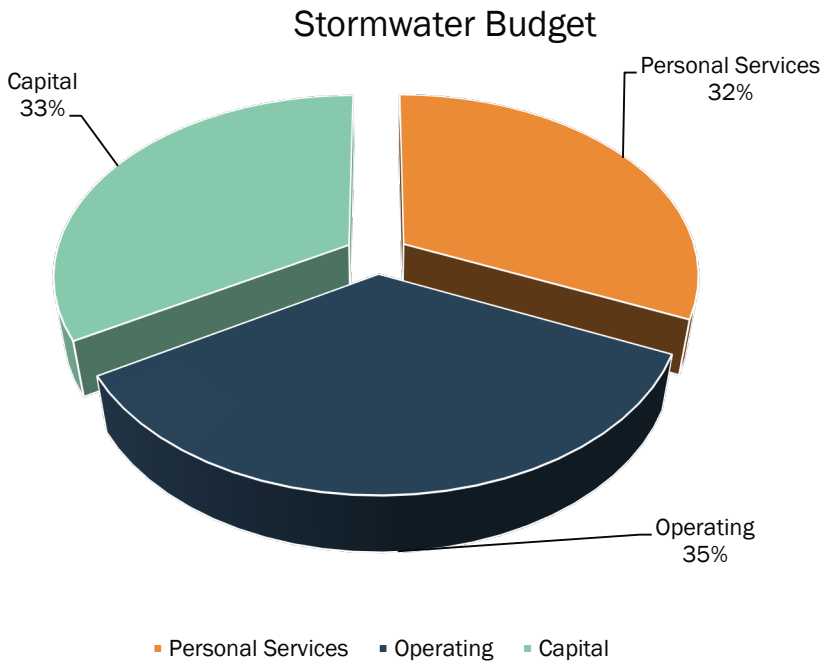
FY 2022 Stormwater Fund Revenues by Funding Source

Funding Source	FY 2022 Budget	% of Budget
Special Assessment & Tax Certificates	$1,830,148	100%
Storm Mitigation Application Fee	$400	0%
TOTAL FY 2022	$1,830,548	100%

Note: The Recommended FY 2022 Budget was built with a 4.5% increase to stormwater ra

FY 2022 Recommended Stormwater Fund Budget

- Personal Service
  - Salaries and Benefits
- Operating
  - Repair & Maintenance, Professional Services, Contract Services, etc.
- Capital
  - Infrastructure and Machinery and Equipment



FY 2022 Stormwater Fund Recommended Budget

Funding Source	FY 2021 Adopted Budget	FY 2022 Recommended Budget	$ Difference	% of Budget
Personal Services	$573,350	$579,612	$6,262	32%
Operating	$757,919	$638,316	($119,603)	35%
Capital	$480,000	$612,620	$132,620	33%
TOTAL	**$1,811,269**	**$1,830,548**	**$19,279**	**100%**

Stantec to present the Stormwater FAMS

City Council Direction

Consensus to finalize the proposed FY 2022 Budget

- Maintain stormwater assessment rate at 4.5%

FY 2022

Water/Sewer Recommended Budget Overview

Water/Sewer Fund Revenue Trends

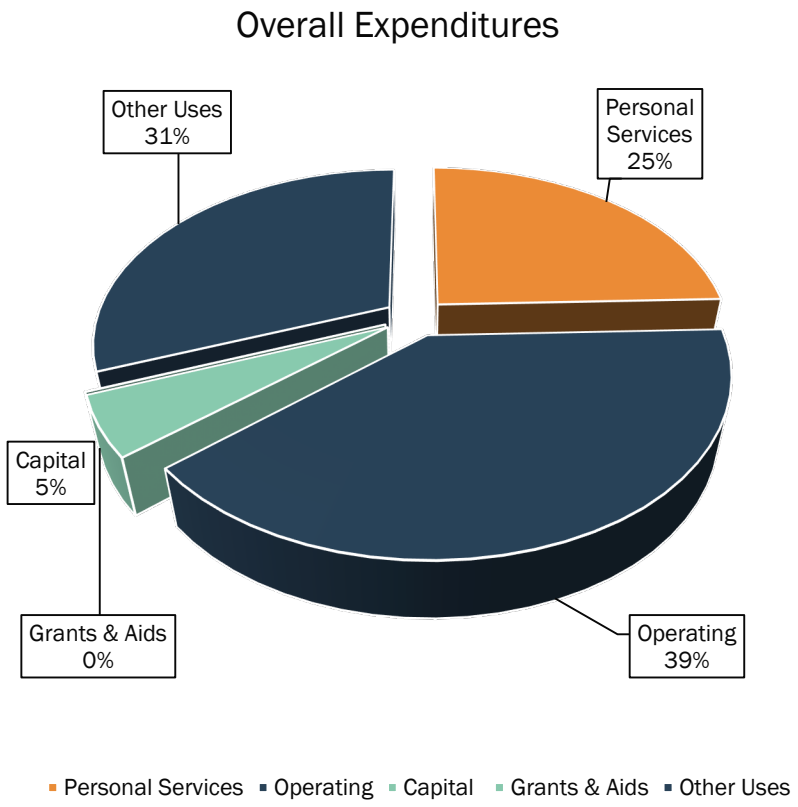


FY 2022 Water/Sewer Revenues

Funding Source	FY 2022 Budget	% of Budget
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	$66,527,478	94%
Other Non-Revenue (Revenues from Unassigned FB (Reserves)	$4,032,857	6%
Miscellaneous (Interest Earned, Rent and Royalties, and Scrap Metal)	$191,992	-
TOTAL FY 2022	$70,752,327	100%

FY 2022 Overall Expenditures

- **Personal Services**
  - Certified Operators, Electricians, Sludge Equipment Operators, Crew leaders, Utility Mechanics
- **Operating**
  - Engineering services, Security, Wellfield equipment, Equipment Rental, Repairs & Maintenance
- **Capital**
  - Machinery & Equipment, Vehicles, Dyal PLC upgrade, SCADA Server Utility Extension at Cocoa Grove
- **Grants & Aids**
  - Donation for “Water for the People”
- **Other Uses**
  - Franchise Fee, ROI to GF with 2018 Bonds, Bond principle & Interest



FY 2022 Water/Sewer Recommended Budget

Water/Sewer Fund:	FY 2021 Adopted Budget	FY 2022 Recommended Budget	$ Difference	% OF BUDGET
Administration (Salaries, ROI, 6% PILOF, Allocation and Debt Service, Transfers)	$42,047,650	$34,067,725	($7,979,925)	48%
Dyal Water Plant	$13,799,810	$15,338,692	$1,538,882	22%
Water Field Operations	$9,232,366	$9,288,757	$56,391	13%
Water Reclamation	$3,565,931	$3,643,579	$77,648	5%
Engineering	$2,245,318	$3,342,483	$1,097,165	5%
Sewer Field Operations	$2,478,744	$3,111,175	$632,431	4%
Utility Support Services (Meter Readers And Field Services)	$1,701,530	$1,836,826	$135,296	3%
Inventory (Warehouse)	$115,638	$123,090	$7,452	-
TOTAL FY 2022	$75,186,987	$70,752,327	($4,434,660)	100%

Stantec to present the Water/Sewer FAMS

City Council Direction

Consensus to finalize the Recommended FY 2022 Budget

- **Water/Sewer Fund**

  0% Increase: (The Recommended FY 2022 Budget has been built with no increase)

Recruitment and Retention Challenges (continued)

- The inability to recruit, hire and retain employees as a result of wage rates lower than surrounding municipalities and private sector companies is having an adverse and unstainable affect on operations in most city departments.
- Lack of qualified applicants / economic issues related to Covid-19
- Implementation of new Florida minimum wage
- The Police Department currently has 7 sworn officer positions vacant
- The Utility Department has 11 out of 14 positions vacant for Maintenance Workers

Recruitment and Retention Challenges

Multiple vacancies allows for reactive work to be done vs proactive work

Field Operations

- 6 Hydrants workers reassigned as needed filling in repair crew opening for break and repair work orders
- 3 Valve workers reassigned as needed filling in repair crew opening for break and repair work orders
- 7 Available Backflow workers – used as last resort – backflow has a regulatory requirement that must be met

Dyal Plant

- Reassigning some workers to cover Maintenance Worker/Utility Mechanic work to complete and close out work orders
- Custodial work being completed by other staff due to opening

Recruitment and Retention Efforts

- Pay Study completed in 2014, partially implemented for FY 2015
- Pay increases from 2015 to 2021 have been 3% each year for all employees, including bargaining units
- Wage adjustment for Liuna employees in 2016 ranging from 3% - 26%
- Equity adjustments were made in FY 2019 for all employees (as applicable) to bring them up to more competitive market wages
- PBA & PBA Lieutenants received 8% & 3% increases in FY 2021, respectively
- Teamsters/District Chiefs received 5% or 3% increases FY 2021

Recruitment and Retention Options

The General and Stormwater Funds do not generate sufficient increases in recurring revenue to pay for increases higher than 3% per year

- Increasing the tax rate by 1 mil would generate approximately $1.1 million in additional revenue in Year 1
- Increasing the stormwater fee by an additional 4.5% would generate approximately $74,000 in additional revenue in Year 1

- Water/Sewer Utility Fund can raise rates to pay for increased wages higher than 3% per year. Year -1 a 2% increase, Years 2-6 a 4% increase

Recruitment and Retention Options, (continued)

Option 1: Increase the tax rate, stormwater fee, and water/sewer rates to accommodate pay increases and adjustments to the pay ranges.

Option 2: Allow the Water/Sewer Utility Department to accommodate pay increases and adjustments to their pay ranges.

Option 3: Allow the Water/Sewer Utility Department to offer sign on bonuses/incentives to applicants.

Option 4: Allow the City Manager/Department Directors to make salary offers within the pay range as necessary.

- Increasing a select set of employees' wages would cause disparity in wages among comparable positions throughout the City
- Increase a select set of employees' wages may create morale issues, further exacerbating the employee retention
- General Fund employees moving to Utilities



Stantec to present Wages

QUESTIONS



What's Next...

- City Council FY2022 Budget Workshop/Hearings
  - July 27, 2021 @ 6:00 PM – TRIM Hearing (Set the tentative ad valorem millage rate)
  - August 10, 2021 @ 6:00 PM
    - Resolution – Preliminary Fire Protection Assessment/Rates
    - Resolution – Preliminary Stormwater Assessment/Rates
  - August 24, 2021 @ 6:00 PM
    - Resolution – Final Fire Protection Assessment/Rates
    - Resolution – Final Stormwater Assessment/Rates

- 1ST Public Hearing – September 14, 2021 @ 6:00 PM
  - Vote for a Proposed Millage Rate
  - Vote on the Proposed FY2022 Budget

- 2nd Final Public Hearing – September 28, 2021 @ 6:00 PM
  - Adopt Final Millage Rate
  - Adopt the FY2022 Budget



City of Cocoa
Annual Financial Analysis

July 8, 2021

Stantec

Foundations of the Analysis

- Annual revenue sufficiency analysis performed during City's budget process
- Provide options and recommendations for sustainable funds

Why We Do This:

- Identify short-term and long-term impacts of current-year decisions
- Provide a framework for scenario evaluation and sensitivity tests
- Consider future cost requirements/events
- True-up assumptions based on current conditions

Source Data & Key Assumptions:

- FY 2021 Revised Budget
- FY 2022 Preliminary Budget
- FY 2022 – FY 2026 Preliminary CIP
- Forecast assumptions reflect staff input



General Fund Analysis

Key Planning Observations & Considerations

Objectives

- Evaluate sufficiency of revenues from property taxes and other sources to meet projected operating and capital costs

Key Observations

- Projection assumes current operating levels
  - **No new personnel, programs or services**
- CIP reflects a conservative approach to capital spending
- Continued plan of fire assessment rate increases of 3% each year

Key Issues

- Escalation of costs outpaces revenue growth

FAMS Financial Analysis & Management System | By Stantec

City of Cocoa, FL

General Fund

Stantec

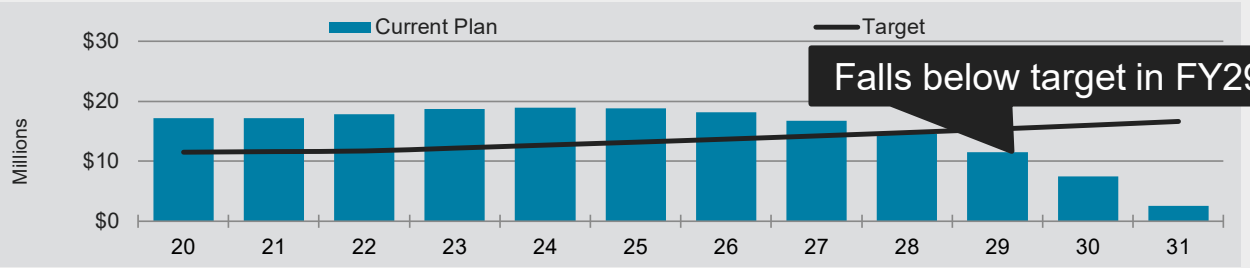
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Millage maintained

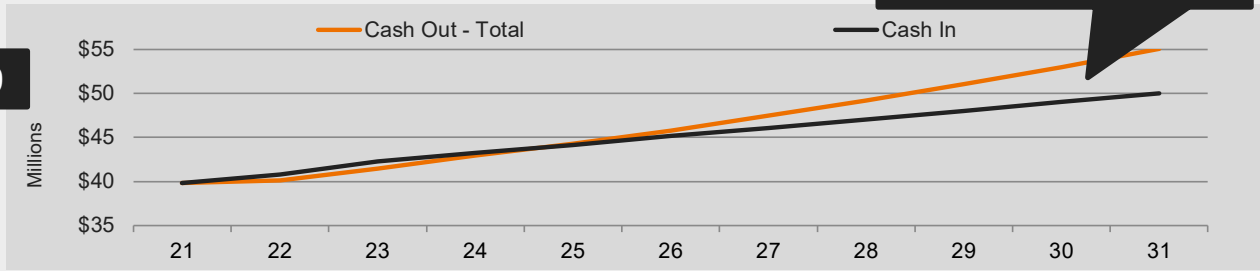
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Taxable Value Increase	6.6%	3.7%	7.8%	4.0%	4.0%	4.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Existing Property Value Adj			2.0%	3.0%	3.0%	3.0%	2.0%	2.0%	2.0%	2.0%	2.0%
New Construction	N/A	N/A	5.8%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Cash Flow Surplus/(Deficit) $M	$ 0.01	$ 0.66	$ 0.84	$ 0.27	$ (0.12)	$ (0.64)	$ (1.39)	$ (2.20)	$ (3.07)	$ (4.00)	$ (5.00)
End of Year Fund Balance $M	$ 17.18	$ 17.83	$ 18.67	$ 18.95	$ 18.83	$ 18.18	$ 16.79	$ 14.60	$ 11.52	$ 7.52	$ 2.52
Target Fund Balance $M	$ 11.65	$ 11.76	$ 12.23	$ 12.73	$ 13.21	$ 13.72	$ 14.25	$ 14.80	$ 15.39	$ 16.00	$ 16.65
Balance % of Expenses	48.64%	50.06%	50.39%	49.13%	47.03%	43.74%	38.89%	32.54%	24.71%	15.51%	5.00%
Fire Assessment Rate Increase	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
CIP Override	$ -	$ -	$ (0.80)	$ (0.20)	$ (0.30)	$ (0.90)	$ -	$ -	$ -	$ -	$ -

Salaries	3.0%
WMDC	Y
Override?	Y

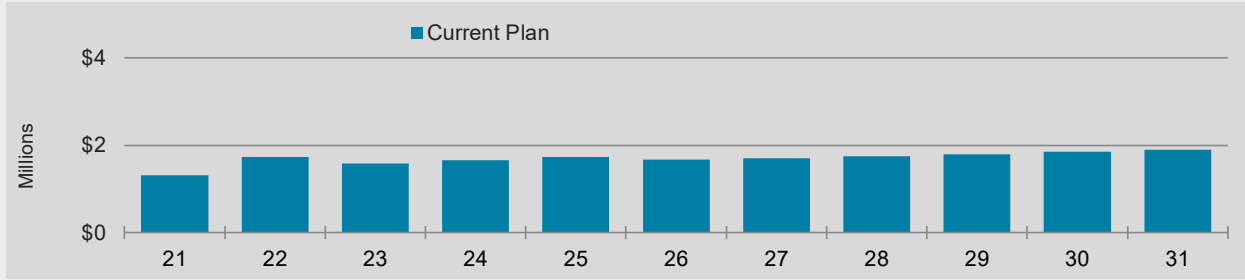
End of Year Fund Balance



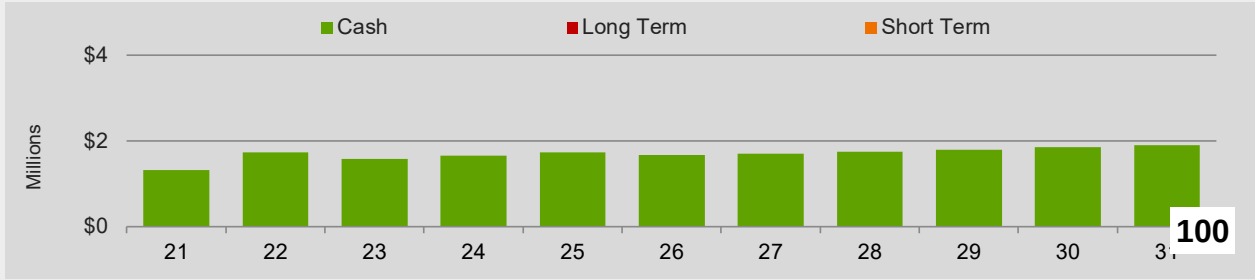
Revenues vs. Expenses



CIP Spending



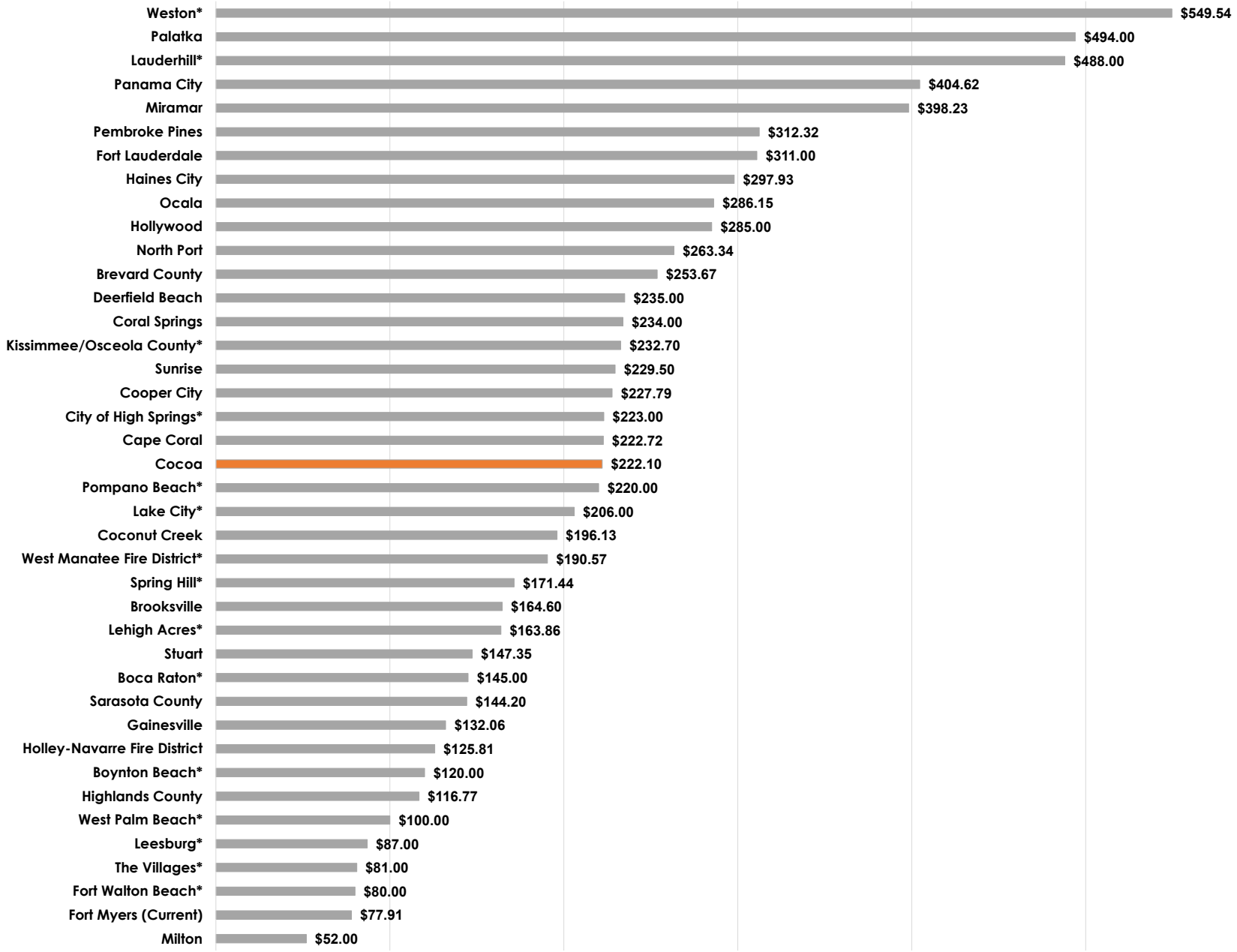
CIP Funding

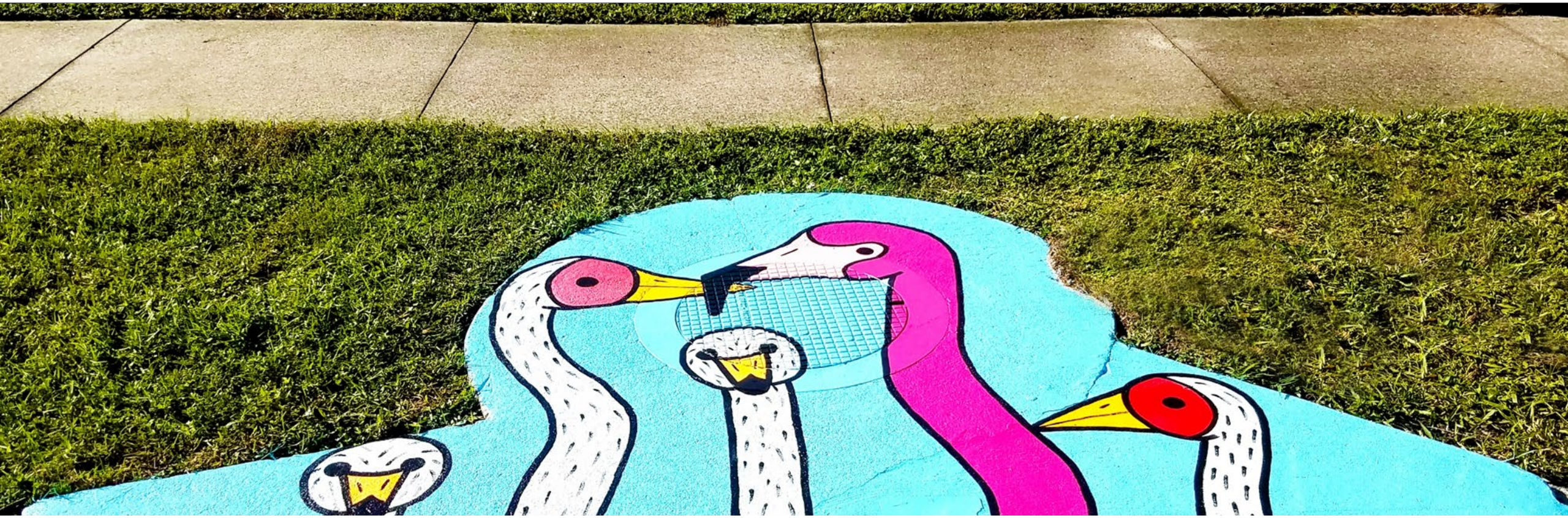


City of Cocoa Fire Assessment Calculation	FY 2021 Adopted	FY 2022 Proposed 3.0% Increase
Residential Rate per Dwelling Unit	$ 222.10	$ 228.76
Tier 1 Rate per Parcel EBU	$ 157.03	$ 161.74
Tier 2 Rate per Structure EBU	$ 9.84	$ 10.14
Estimated Collected Revenue [1]	**$ 2,760,929**	**$ 2,915,483**
Change $		*$ 154,554*
Change %		*5.6%*

[1] Collected revenue estimated at 95%. Includes estimated revenue from tax certificates.

FY 2021 Annual Residential Fire Assessment Fee Rate Survey for Single Family Homes





Stormwater Forecast

Key Planning Observations & Considerations

- Plan of rate increases identified in 2019 allows for capital funding
- Fiske Blvd grant frees up additional capital investment resources
- Aging infrastructure presents a key risk



Floating Wetlands at South Lakemont



Hubert Humphries Bridge Relief Channel Dredging and Box Culvert Maintenance Project

FAMS
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City of Cocoa, FL

Stormwater Fund

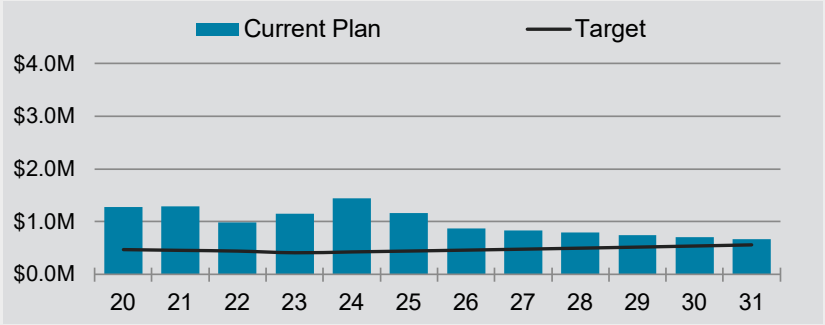
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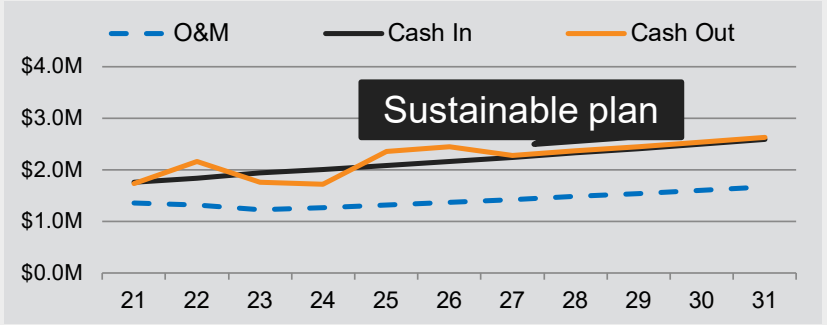
Reduced to 4.5%

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2025	FY 2030
Override ▶		4.50%	4.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	Cumulative	
Revenue Adjustment Plan		4.50%	4.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	19.33%	38.33%
Tier 1 SFR Assessment	$78.43	$81.96	$85.65	$88.22	$90.86	$93.59	$96.40	$99.29	$102.27	$105.34	$108.50		
Tier 2 SFR Assessment	$120.67	$126.10	$131.77	$135.73	$139.80	$143.99	$148.31	$152.76	$157.35	$162.07	$166.93		
Tier 3 SFR Assessment	$209.97	$219.42	$229.29	$236.17	$243.26	$250.55	$258.07	$265.81	$273.79	$282.00	$290.46		
Annual $ Change (Tier 2)		*$5.43*	*$5.67*	*$3.95*	*$4.07*	*$4.19*	*$4.32*	*$4.45*	*$4.58*	*$4.72*	*$4.86*		

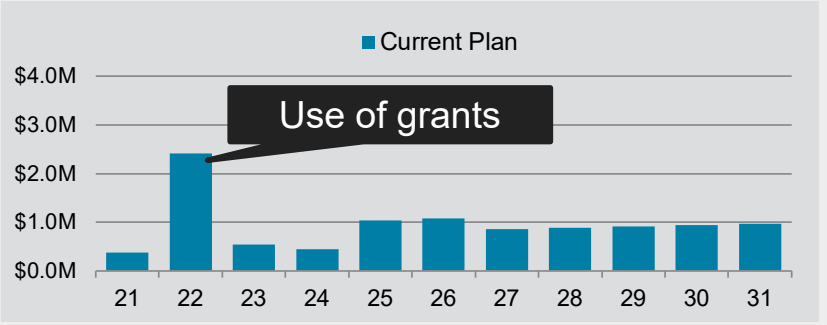
Operating Fund



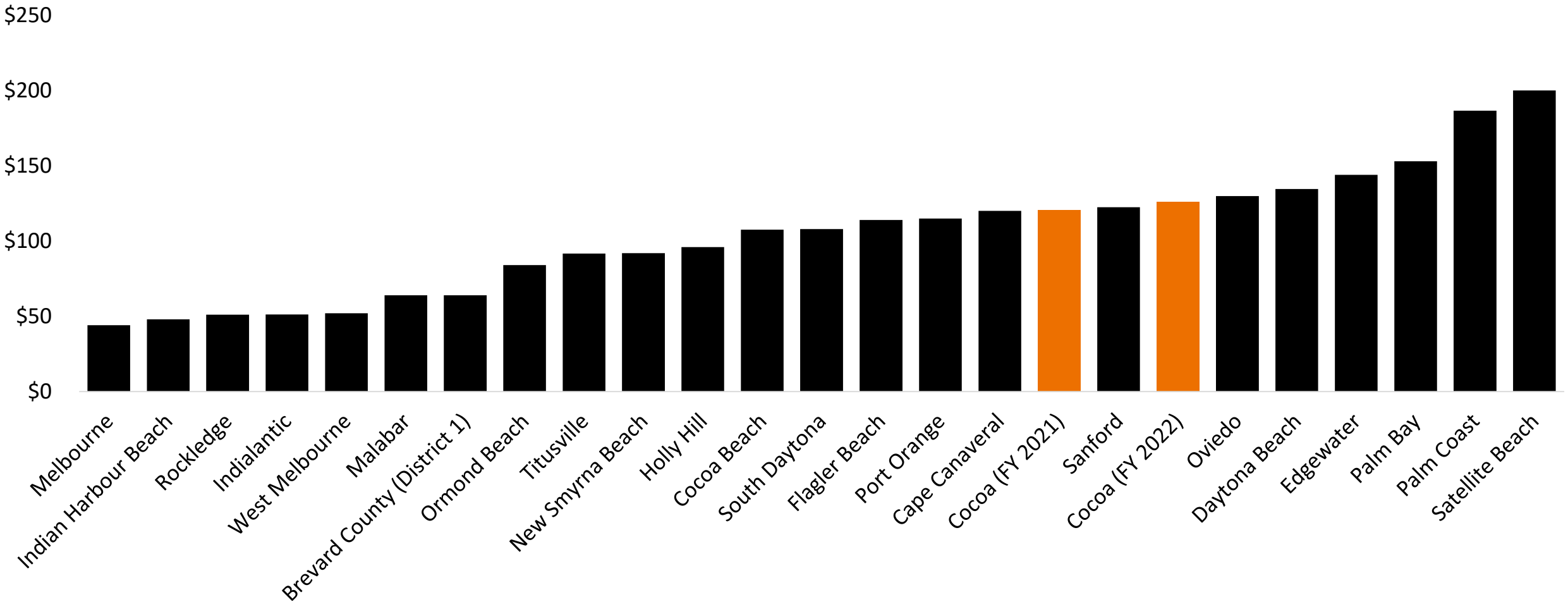
Revenues vs. Expenses



CIP Spending



FY 2021 Annual Residential Stormwater Fee Rate Survey at 1 ERU





Water & Sewer Revenue Sufficiency Analysis

Key Planning Observations & Considerations

Background

- 2020 RSA: no rate increase in FY 2021 and 4% annually through FY 2030
- City adopted rate structure modifications (March 2021) & updated impact fees and utility miscellaneous fees effective 10/1/21

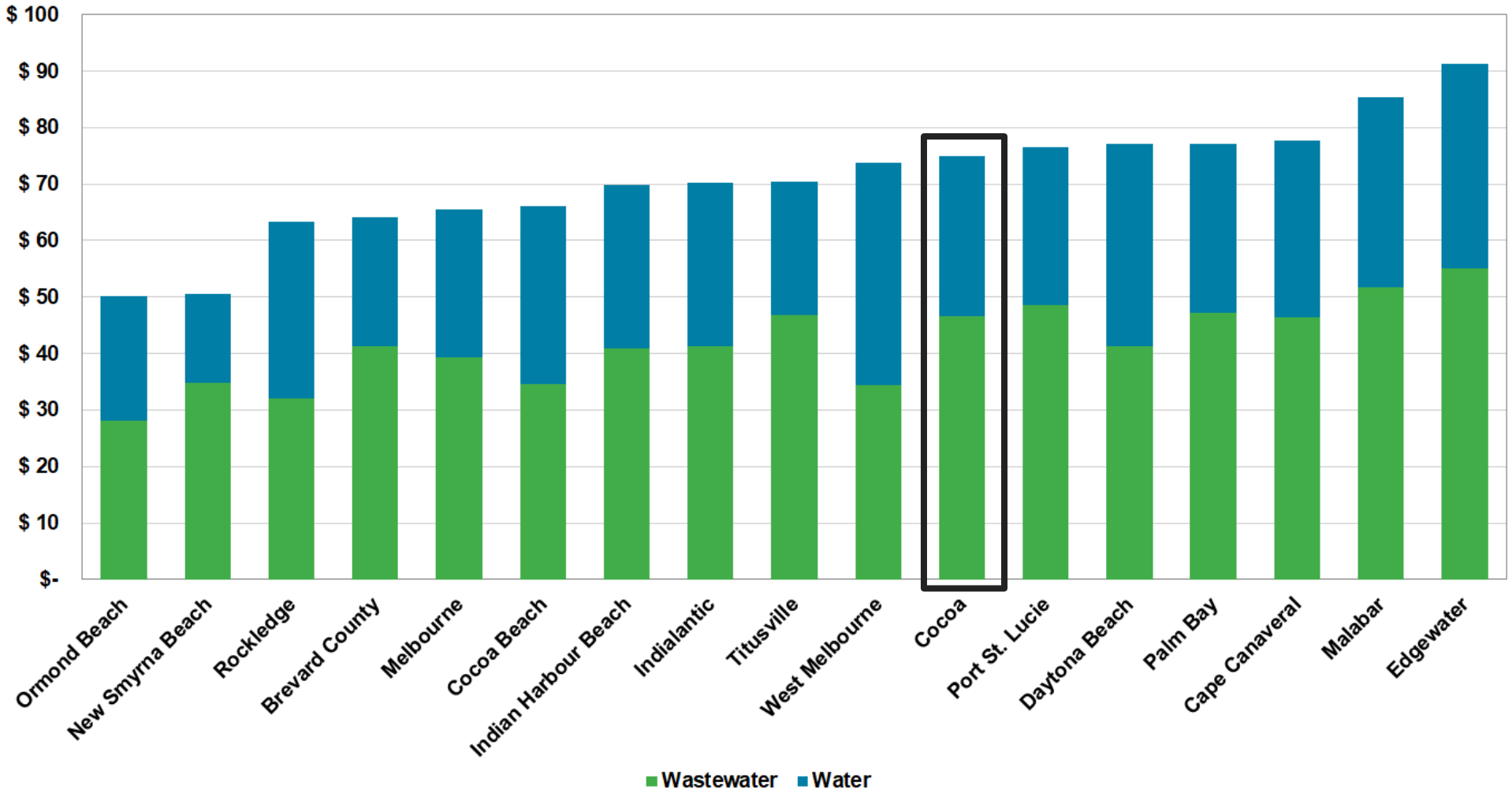
Objectives

- Evaluate sufficiency of revenues from current rates and rate indexing plan to meet costs & identify alternative rate indexing plan if needed
- Perform local residential customer cost comparison

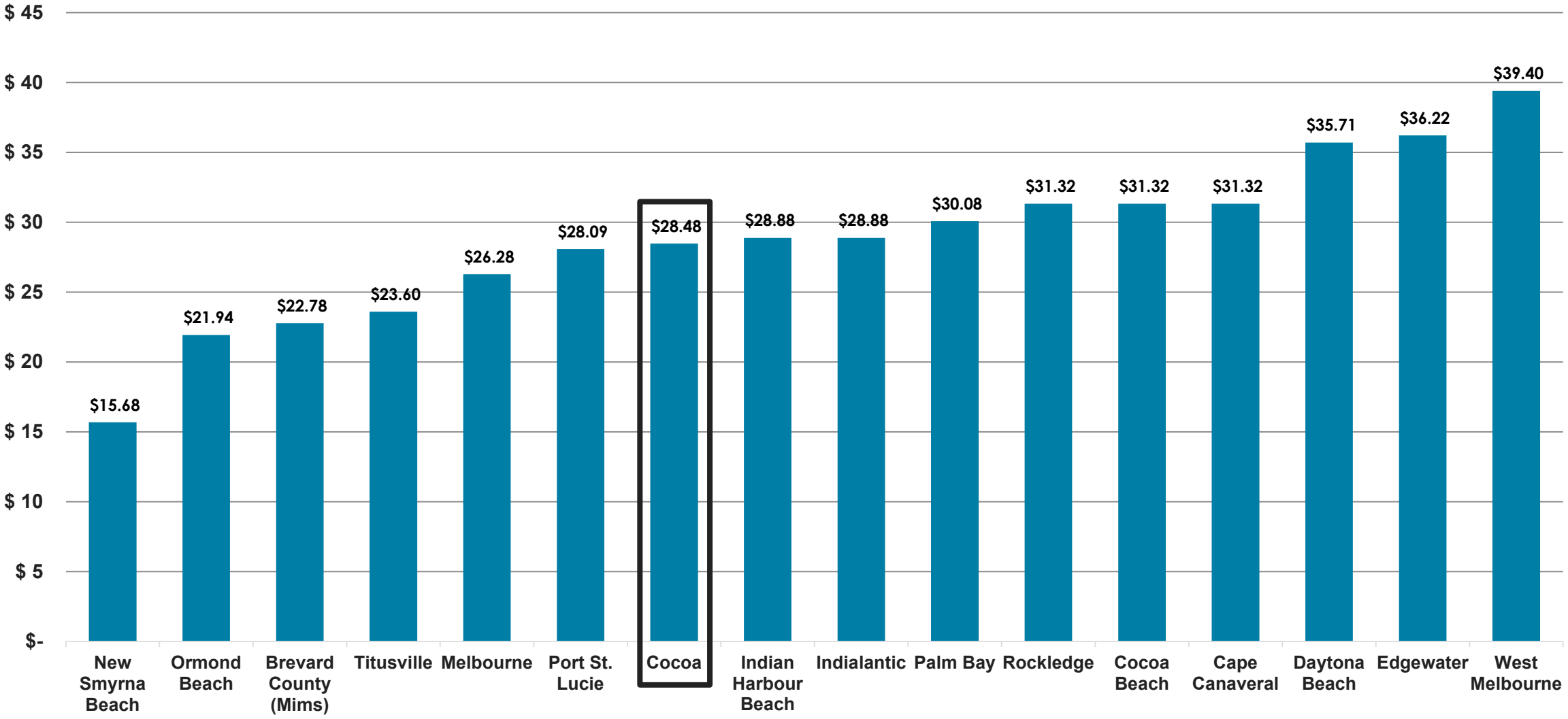
Key Issues

- Spend down remaining bond proceeds for major projects
- Alignment of capital needs and execution

Residential Monthly Bill Comparison – 4,000 Gals.



Residential Monthly Water Bill Comparison – 4,000 Gals.





Financial Management Plan

Fund Identified Capital Improvements, System R&R, & Annual O&M

Key Metrics for Financial Sustainability

Maintain Sufficient Operating Reserves

- 6 months of O&M
- Cover disruptions in revenue or unforeseen expenditures

Maintain Sufficient Debt Service Coverage

- Net revenues at least 2.0X annual debt service
- Minimize future debt issuances

FAMS Financial Analysis & Management System | By Stantec

CITY OF COCOA, FL - WATER AND SEWER

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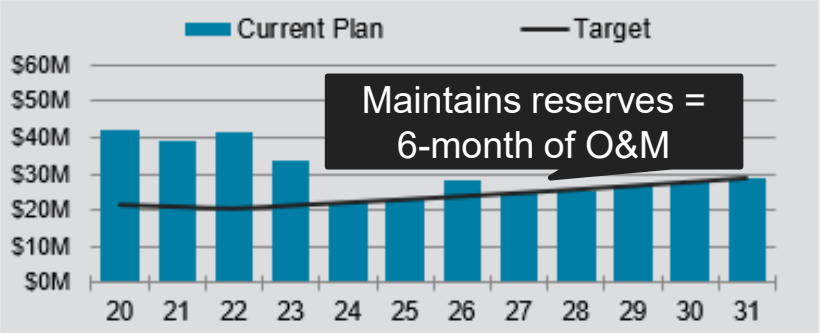
No rate increase in FY 22

4% annual rate plan in FY 23

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Rate Plan	0.00%	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Senior-Lien DSC	2.64	2.74	2.95	2.66	2.82	3.09	2.83	2.77	2.92	3.07	3.38
Avg WS Bill (4 Kgal)	$ 74.99	$ 74.99	$ 78.01	$ 81.13	$ 84.38	$ 87.73	$ 91.25	$ 94.91	$ 98.68	$ 102.63	$ 106.73

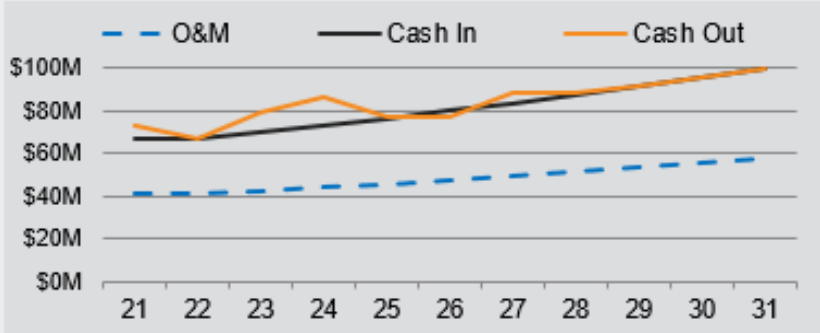
Scenario Manager

Operating Fund

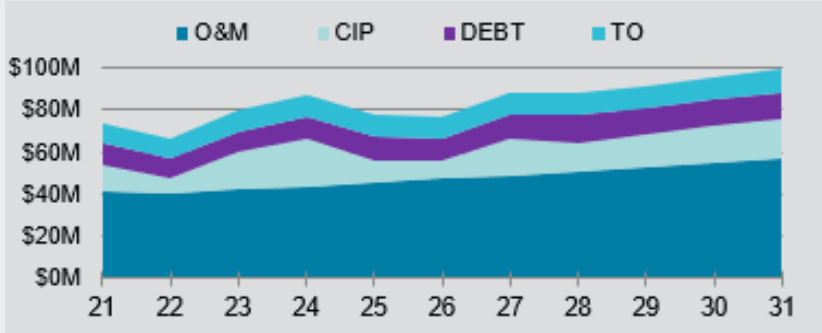


Maintains reserves = 6-month of O&M

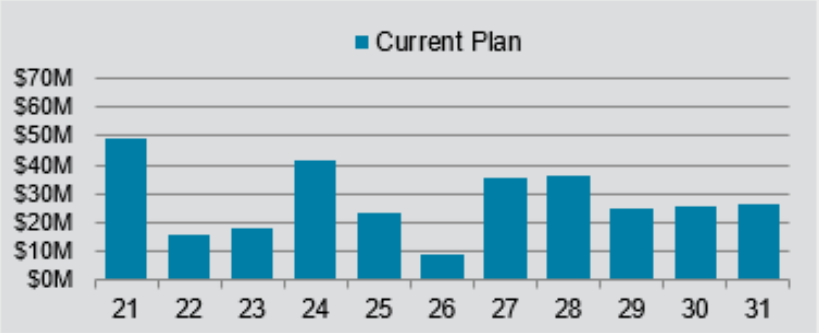
Revenues vs. Expenses



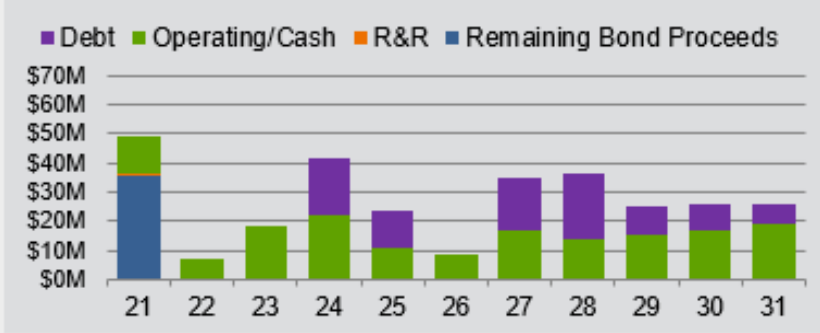
Expenses by Type



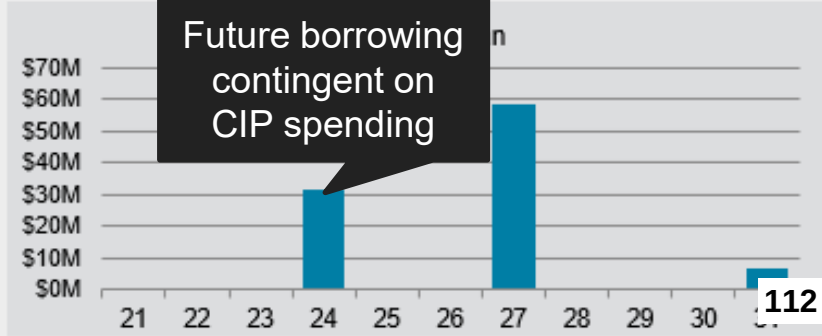
CIP Spending



CIP Funding



Borrowing



Future borrowing contingent on CIP spending



Retention and Recruitment Scenarios

Blue: Personnel Cost Incr. $1.0M

Green: Baseline

FAMS Financial Analysis & Management System By Stantec | City of Cocoa, FL — General Fund

Stantec

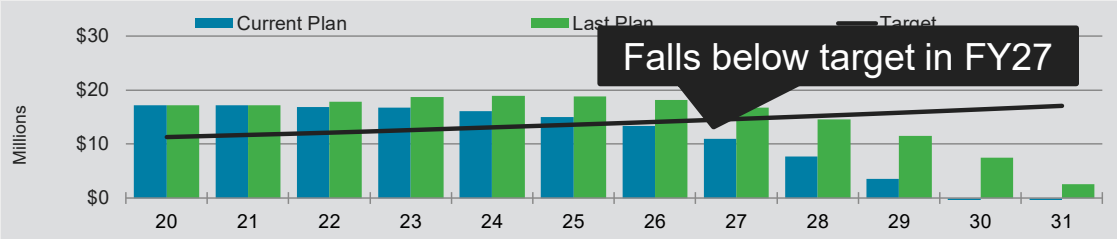
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	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Last Plan	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Taxable Value Increase	6.6%	3.7%	7.8%	4.0%	4.0%	4.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Existing Property Value Adj			2.0%	3.0%	3.0%	3.0%	2.0%	2.0%	2.0%	2.0%	2.0%
New Construction	N/A	N/A	5.8%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Last Plan	N/A	N/A	5.8%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Cash Flow Surplus/(Deficit) $M	$ 0.01	$ (0.27)	$ (0.11)	$ (0.70)	$ (1.11)	$ (1.65)	$ (2.41)	$ (3.23)	$ (4.12)	$ (5.07)	$ (6.04)
End of Year Fund Balance $M	$ 17.18	$ 16.90	$ 16.79	$ 16.09	$ 14.98	$ 13.33	$ 10.92	$ 7.69	$ 3.56	$ (1.50)	$ (7.54)
Target Fund Balance $M	$ 11.65	$ 12.07	$ 12.55	$ 13.06	$ 13.55	$ 14.07	$ 14.61	$ 15.18	$ 15.77	$ 16.40	$ 17.06
Balance % of Expenses	48.64%	46.21%	44.13%	40.66%	36.47%	31.27%	24.66%	16.71%	7.46%	-3.03%	-14.60%
CIP Override	$ -	$ -	$ (0.80)	$ (0.20)	$ (0.30)	$ (0.90)	$ -	$ -	$ -	$ -	$ -

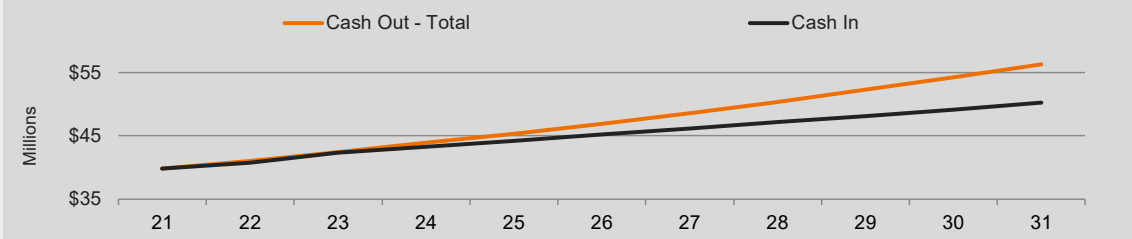
Scenario Manager

Salaries	3.0%
Salary Adj ($M)	$ 1.00
WMDC	Y
Override?	Y

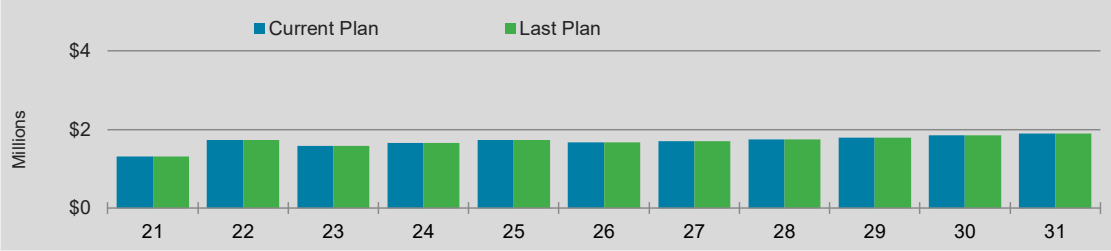
End of Year Fund Balance



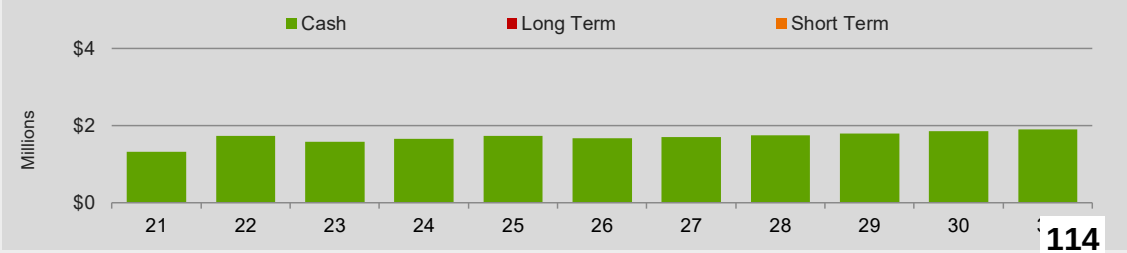
Revenues vs. Expenses



CIP Spending



CIP Funding



Blue: Personnel Cost Incr. $1.0M & 1mil Increase

Green: Baseline

FAMS Financial Analysis & Management System · By Stantec | City of Cocoa, FL | General Fund

Stantec

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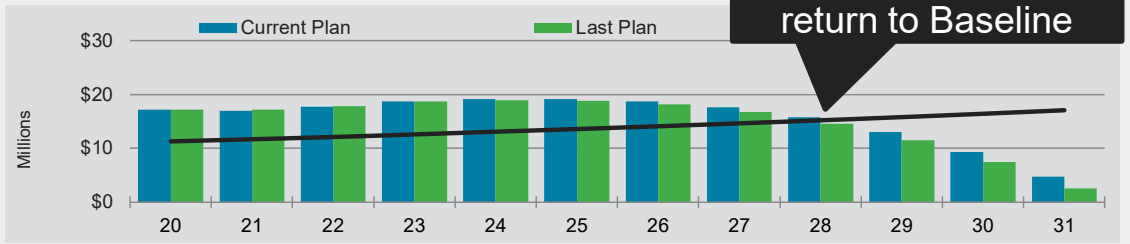
1 Mil Increase

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Millage Rate Adjustment		1.0000									
Millage Rate	5.9790	6.9790	6.9790	6.9790	6.9790	6.9790	6.9790	6.9790	6.9790	6.9790	6.9790
Last Plan	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Taxable Value Increase	6.6%	3.7%	7.8%	4.0%	4.0%	4.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Existing Property Value Adj			2.0%	3.0%	3.0%	3.0%	2.0%	2.0%	2.0%	2.0%	2.0%
New Construction	N/A	N/A	5.8%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Last Plan	N/A	N/A	5.8%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Cash Flow Surplus/(Deficit) $M	$ (0.16)	$ 0.71	$ 0.96	$ 0.43	$ 0.07	$ (0.41)	$ (1.12)	$ (1.90)	$ (2.74)	$ (3.63)	$ (4.59)
End of Year Fund Balance $M	$ 17.01	$ 17.72	$ 18.68	$ 19.11	$ 19.18	$ 18.77	$ 17.64	$ 15.74	$ 13.00	$ 9.37	$ 4.79
Target Fund Balance $M	$ 11.65	$ 12.07	$ 12.55	$ 13.06	$ 13.55	$ 14.07	$ 14.61	$ 15.18	$ 15.77	$ 16.40	$ 17.06
Balance % of Expenses	48.17%	48.44%	49.11%	48.28%	46.69%	44.02%	39.84%	34.23%	27.20%	18.86%	9.26%
CIP Override	$ -	$ -	$ (0.80)	$ (0.20)	$ (0.30)	$ (0.90)	$ -	$ -	$ -	$ -	$ -

Scenario Manager

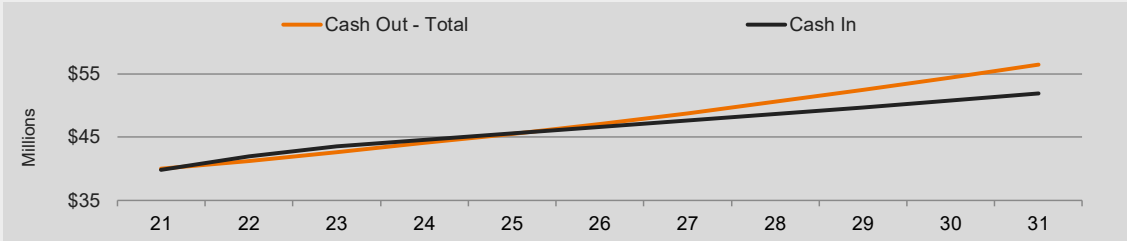
Salaries	3.0%
Salary Adj ($M)	$ 1.00
WMDC	Y
Override?	Y

End of Year Fund Balance

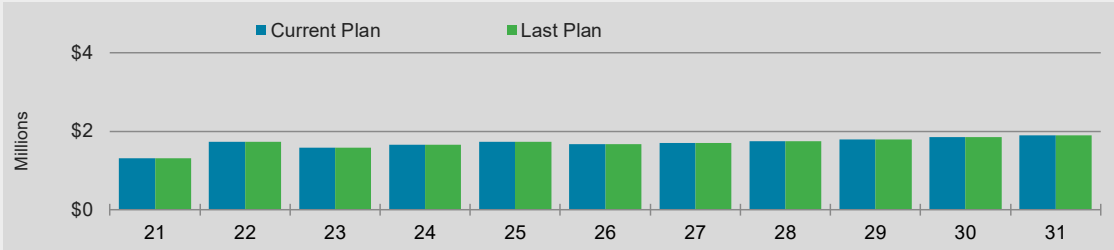


Projected reserves return to Baseline

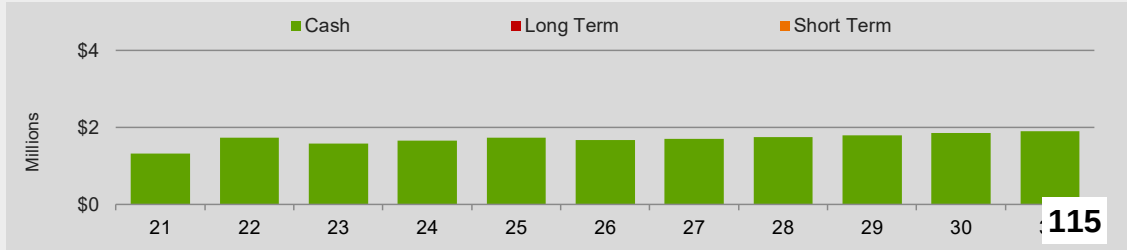
Revenues vs. Expenses



CIP Spending



CIP Funding



Blue: Personnel Cost Incr. $50k

Green: Baseline

FAMS Financial Analysis & Management System | By Stantec

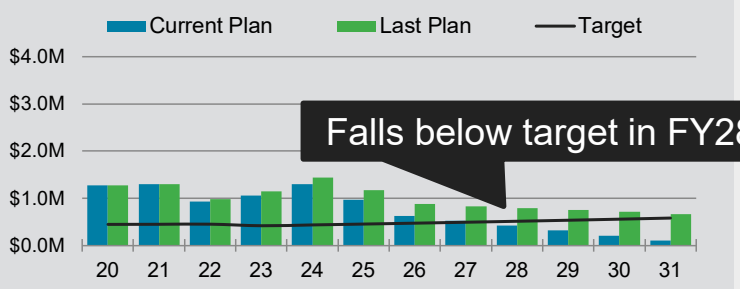
City of Cocoa, FL — Stormwater Fund

Stantec

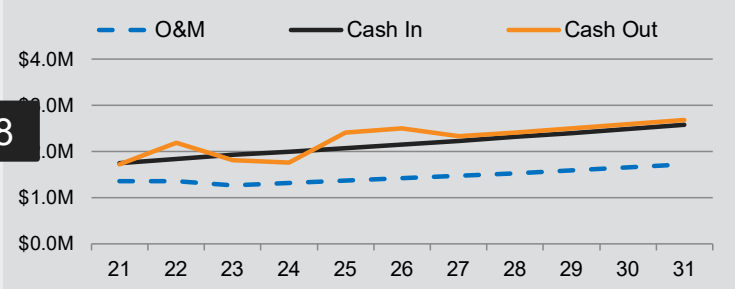
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	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2025	FY 2030
Override ▶		4.50%	4.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	Cumulative	
Revenue Adjustment Plan		4.50%	4.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	19.33%	38.33%
Last Plan		4.50%	4.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	19.33%	38.33%
Tier 1 SFR Assessment	$78.43	$81.96	$85.65	$88.22	$90.86	$93.59	$96.40	$99.29	$102.27	$105.34	$108.50		
Tier 2 SFR Assessment	$120.67	$126.10	$131.77	$135.73	$139.80	$143.99	$148.31	$152.76	$157.35	$162.07	$166.93		
Tier 3 SFR Assessment	$209.97	$219.42	$229.29	$236.17	$243.26	$250.55	$258.07	$265.81	$273.79	$282.00	$290.46		
Annual $ Change (Tier 2)		*$5.43*	*$5.67*	*$3.95*	*$4.07*	*$4.19*	*$4.32*	*$4.45*	*$4.58*	*$4.72*	*$4.86*		

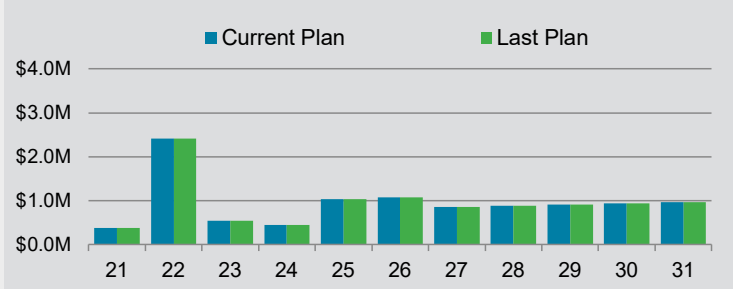
Operating Fund



Revenues vs. Expenses



CIP Spending



Blue: Personnel Cost Incr. $50k

Green: Baseline

FAMS Financial Analysis & Management System | By Stantec

City of Cocoa, FL

Stormwater Fund

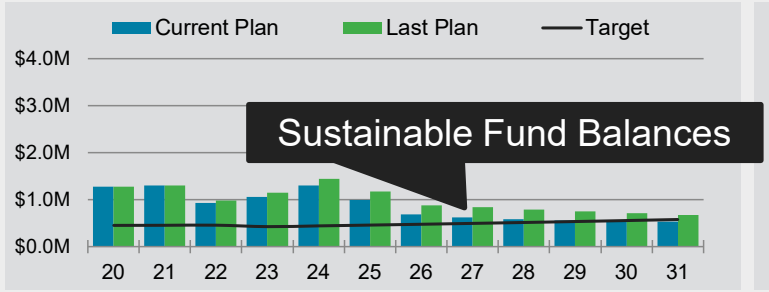
Stantec

CALC | SAVE | CTRL | LAST | OVR

3.5% Annual Increase

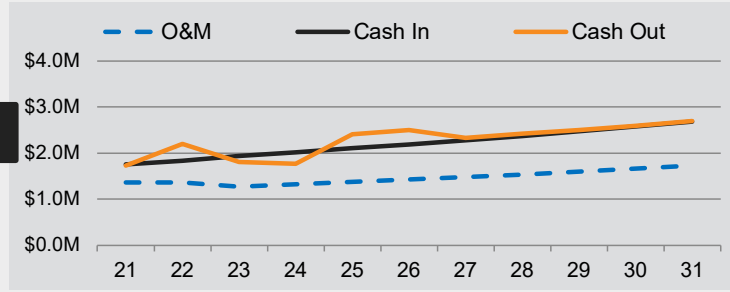
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2025	FY 2030
Override ►		4.50%	4.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	Cumulative	
Revenue Adjustment Plan		4.50%	4.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	21.07%	43.80%
Last Plan		4.50%	4.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	19.33%	38.33%
Tier 1 SFR Assessment	$78.43	$81.96	$85.65	$88.65	$91.75	$94.96	$98.28	$101.72	$105.28	$108.97	$112.78		
Tier 2 SFR Assessment	$120.67	$126.10	$131.77	$136.39	$141.16	$146.10	$151.21	$156.51	$161.98	$167.65	$173.52		
Tier 3 SFR Assessment	$209.97	$219.42	$229.29	$237.32	$245.62	$254.22	$263.12	$272.33	$281.86	$291.72	$301.93		
Annual $ Change (Tier 2)		*$5.43*	*$5.67*	*$4.61*	*$4.77*	*$4.94*	*$5.11*	*$5.29*	*$5.48*	*$5.67*	*$5.87*		

Operating Fund

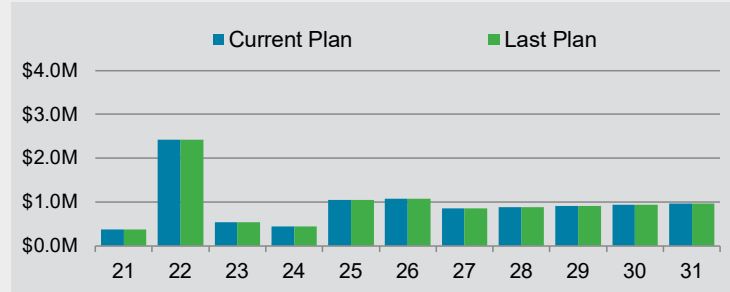


Sustainable Fund Balances

Revenues vs. Expenses



CIP Spending



Blue: Personnel Cost Incr. $1.2M

Green: Baseline

FAMS | CITY OF COCOA, FL - WATER AND SEWER

Financial Analysis & Management System | By Stantec

Stantec

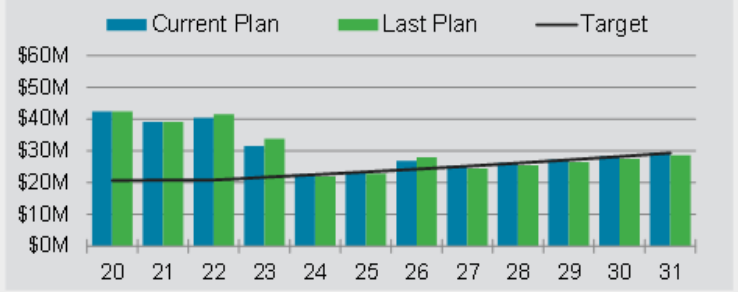
CALC SAVE CTRL LAST OVR

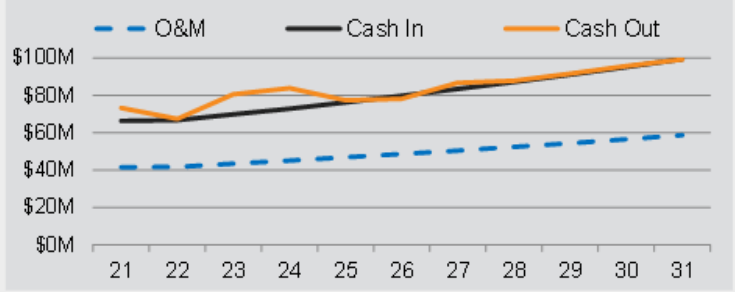
No increase in FY 2022

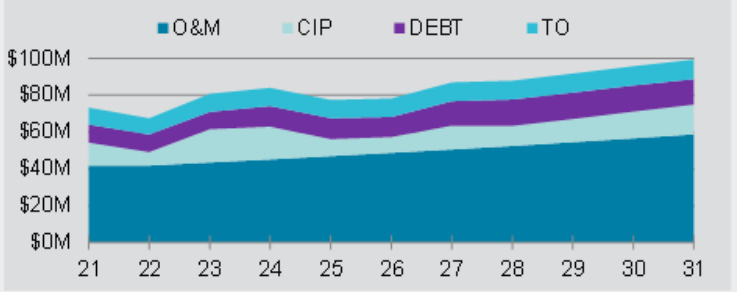
	FY 2021	FY 202	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2026	FY 2031
Rate Plan	0.00%	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	16.99%	42.38%
Last Plan	0.00%	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	16.99%	42.38%
Senior-Lien DSC	2.64	2.62	2.82	2.47	2.60	2.85	2.50	2.43	2.56	2.70	2.93		
Last Plan	2.64	2.74	2.95	2.66	2.82	3.09	2.83	2.77	2.92	3.07	3.38		
Avg WS Bill (4 Kgal)	$ 74.99	$ 74.99	$ 78.01	$ 81.13	$ 84.38	$ 87.73	$ 91.25	$ 94.91	$ 98.68	$ 102.63	$ 106.73		
Last Plan	$ 74.99	$ 74.99	$ 78.01	$ 81.13	$ 84.38	$ 87.73	$ 91.25	$ 94.91	$ 98.68	$ 102.63	$ 106.73		

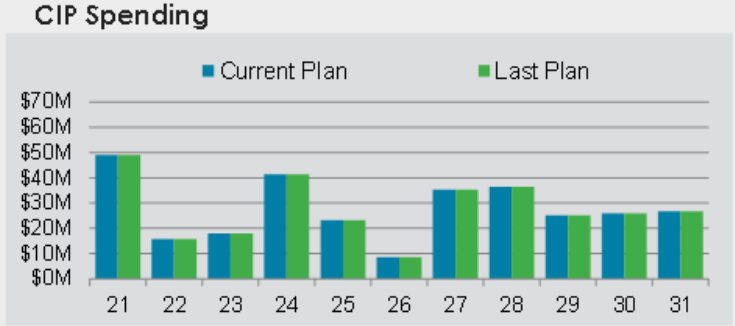
Scenario Manager

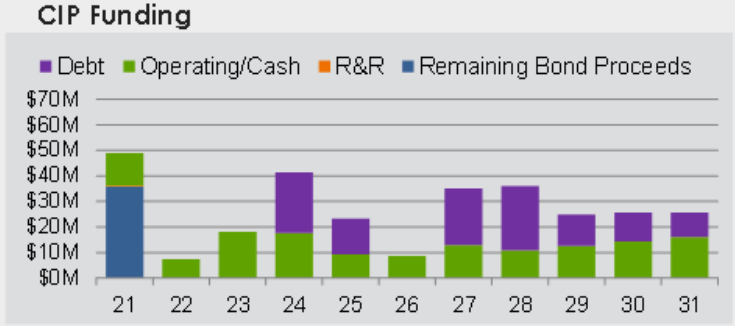
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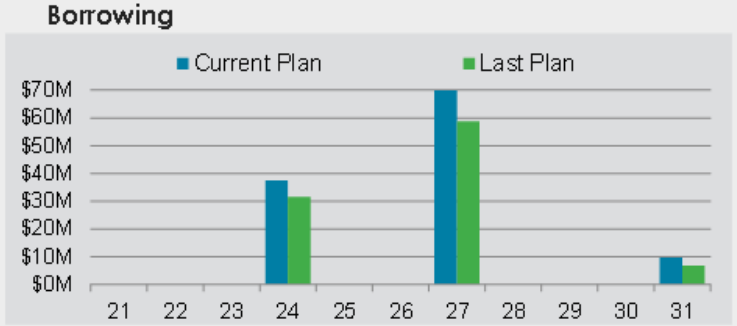












Blue: Personnel Cost Incr. $1.2M

Green: Baseline

FAMS Financial Analysis & Management System | By Stantec — CITY OF COCOA, FL - WATER AND SEWER

Stantec

CALC | SAVE | CTRL | LAST | OVR

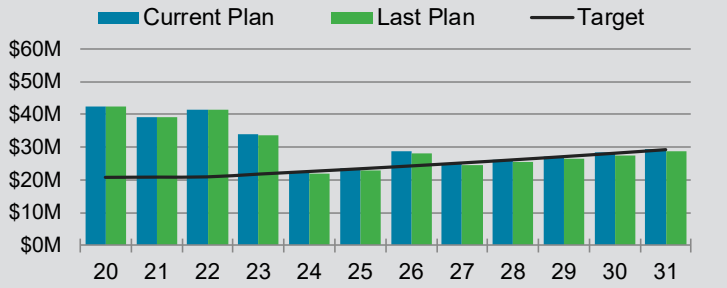
Rate increase in FY 2022

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2026	FY 2031
Rate Plan	0.00%	2.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	19.45%	45.22%
Last Plan	0.00%	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	16.99%	42.38%
Senior-Lien DSC	2.64	2.75	2.96	2.67	2.84	3.11	2.87	2.82	2.97	3.13	3.45		
Last Plan	2.64	2.74	2.95	2.66	2.82	3.09	2.83	2.77	2.92	3.07	3.38		
Avg WS Bill (4 Kgal)	$ 74.99	$ 76.49	$ 79.53	$ 82.71	$ 86.02	$ 89.47	$ 93.03	$ 96.76	$ 100.64	$ 104.66	$ 108.84		
Last Plan	$ 74.99	$ 74.99	$ 78.01	$ 81.13	$ 84.38	$ 87.73	$ 91.25	$ 94.91	$ 98.68	$ 102.63	$ 106.73		

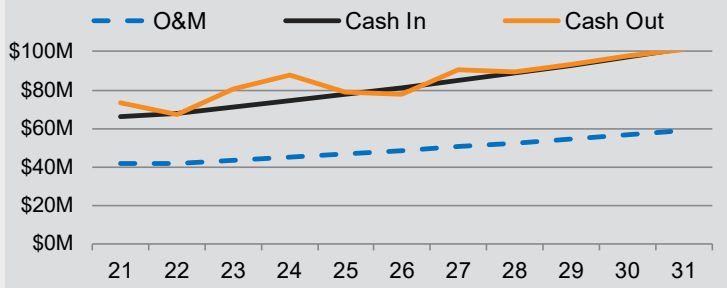
Scenario Manager

Check -

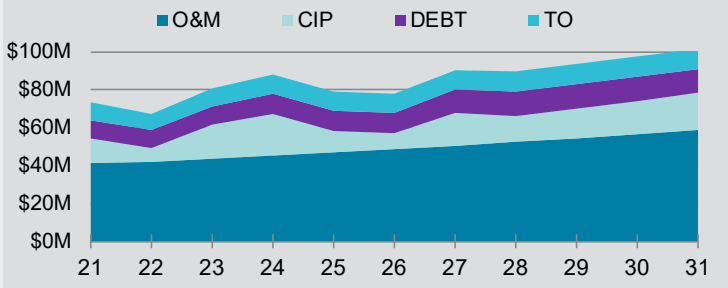
Operating Fund



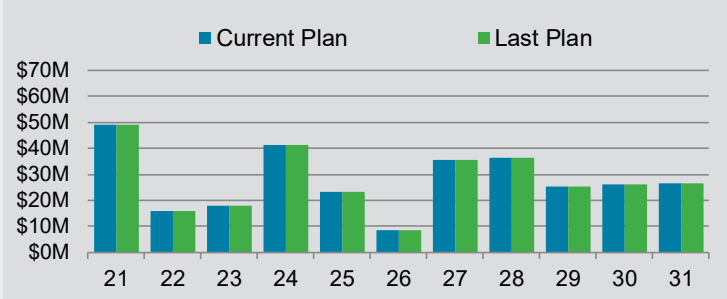
Revenues vs. Expenses



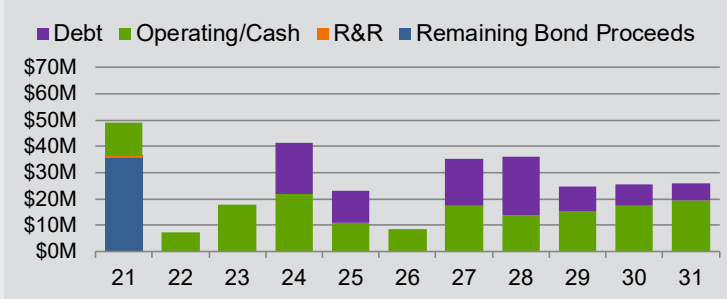
Expenses by Type



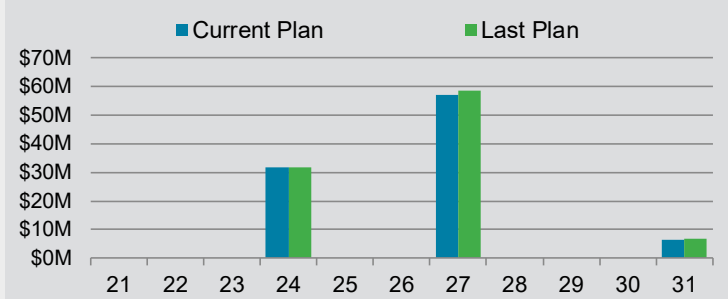
CIP Spending



CIP Funding



Borrowing



Next Steps

August 10th*
Public Hearing for Utility Rates, Preliminary Fire Assessment and Stormwater Resolution

August 24th
Council Considers Adopting Final Rate Resolutions for Fire and Stormwater Assessments

October 1st
Implementation of updated Rates

*Pending City Council Direction



Questions & Discussion

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-327

File ID:	21-327	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/26/2021
Subject:				**Final Action:**	

Title: Approve a Resolution Amending the FY 2021 Budget, BAF# 21-104-A, to allow for repayment of principal to the Section 108 Guaranteed Loan under Section 108 of the Housing and Community Development Act of 1974, and to amend the FY 2021 Budget with prior year grant revenues to balance the budget for the Community Development Block Grant (CDBG).

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Resolution for Agenda Item 21-.docx, BAF 21-104-A-CD-Section 108 Loan Repayment (8-10-21) Agenda 21-327.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	iberardi@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2021-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; 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, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 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 10th day of August, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-104-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 07/26/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 61,197	108-0000-381.91-03		Interfund Transfer/Section 108 Loan	$ 168,125	$ 205,125	$ 266,322	$ 37,000
$ 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
$ 61,197	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 61,197	103-3240-581.91-08		Interfund Transfer/Section 108 Loan Guarar	$ 168,125	$ 205,125	$ 266,322	$ 37,000
$ 61,197	108-3240-517.71-00		Section 108 Expense	$ 158,000	$ 195,000	$ 256,197	$ 45,000
($ 61,197)	103-3240-554.83-00		Grants and Aids	$ 191,183	$ 196,339	$ 135,142	$ 51,789
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 61,197	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To provide Budget for an Additional Section 108 Loan Payment in FY 21. This Budget Amendment of $61,197 reduces the Housing and Rehab Program line item within the Grants and Aids Account, and utilizes unspent CDBG allocation from 2014. Agenda 21-327.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 08/10/21 ***RESOLUTION #:*** 2021-

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

7/26/21	Ibis Berardi — Digitally signed by Ibis Berardi Date: 2021.07.26 13:41:21 -04'00'	7/26/21	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2021.07.26 15:17:52 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/26/21	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2021.07.26 14:54:24 -04'00'	7/27/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.07.27 09:16:40 -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 9/18/20 - IT

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-516

File ID:	21-516	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/23/2021
Subject:				**Final Action:**	

Title: To Approve Additional Purchases of $400,000 under a Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc. and authorize the City Manager to approve a Change Order to Blanket Purchase Order # 77225 for Sunstate Meter and Supply Inc. by $300,000.

BACKGROUND:

The City of Cocoa has purchased Neptune water meters and other ancillary hardware through the Neptune authorized distributor and reseller, Sunstate Meter and Supply since the early 1990's. Water meters are stocked at the warehouse until the Utilities Department withdraws the necessary hardware at which time it is charged to the appropriate repair and maintenance account. Budget is provided through the adoption of the annual budget to each utility division that uses the meters.

Replacement of water meters, ancillary equipment and other ancillary hardware is vital to utility water consumption reads and billing that generate revenue for the Utility Fund. The City has standardized the use of Neptune meters and Sunstate Meter and Supply Inc. is the only authorized dealer of Neptune meters in Florida.

City Council approved utilization of a Blanket Purchase Order through Sunstate Meter and Supply Inc. for an initial FY21 purchase order amount of $1,225,000 Agenda item # 20-679 on 10/13/20. The number of meters replaced in the current fiscal year has exceeded this amount. Accordingly, staff is requesting approval of a change order for $300,000 to add funds for additional purchasing authority for the rest of the fiscal year. Through use of a Blanket Purchase Order, larger quantities of meters can be ordered at one time, providing administrative and operational efficiencies. The remaining $100,000 of the requested $400,000 in additional purchases will be available for purchase of ancillary equipment and other ancillary hardware in addition to miscellaneous meters.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$400,000
Account Number 421-4025-536.46-00	
Account Name and Maintenance	Repairs

PREVIOUS ACTION:

On February 13, 1996, the City of Cocoa began purchasing Neptune water meters from authorized distributor and reseller, Sunstate Meter and Supply Inc.

In 2010, the City began piggybacking off of the Manatee County, FL, service agreement #T4000065, which was awarded to Sunstate Meter and Supply Inc., and its' sub-contract, Neptune Technologies Group Inc. on November 3, 2009. This contract was utilized through 2019 for meter purchases form Sunstate.

On June 24, 2020, City Council approved a resolution waiving the competitive bidding process for the purpose of making sole source purchases of Neptune Water Meters and related hardware from Sunstate Meter & Supply Inc. and approve purchase of $300,000 of Neptune Meters for the remainder of FY20.

On September 23, 2020, City Council approved change order adding for an additional $3,546.92 of funds to be applied to Blanket Purchase Order # 75715 for the purchase of meters and related hardware required for the remaining FY20.

On October 13, 2020, City Council approved use of a blanket purchase order for meter purchases in FY21 for $1,225,000 under the Master Services Agreement with Sunstate Meter Supply.

RECOMMENDED MOTION:

To Approve Additional Purchases under a Master Agreement For Water

Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc. and authorize the City Manager to approve a Change Order to Blanket Purchase Order # 77225 for Sunstate Meter and Supply Inc. by $400,000.

Internal Notes:

Sponsors:

Enactment Date:

Attachments: Sunstate Master Contract 2020.pdf, Sunstate Sole Source Resolution.pdf, Sunstate-Neptune Sole Source Letter.pdf, Sunstate Cover Letter - Neptune Pricing 5-28-20.pdf, ECP Sunstate Meter $400,000.pdf

Enactment Number:

Recommendation:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

THIS AGREEMENT is made and entered into this **8th** day of **October 2020**, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **SUNSTATE METER & SUPPLY, INC.**, a Florida corporation, whose address is 14001 W Newberry Road, Newberry, FL 32669, hereinafter referred to as "Seller".

WITNESSETH:

WHEREAS, the City desires to engage Seller as a sole-source supplier of utility meters and meter reading equipment with associated software; and

WHEREAS, the City frequently has a need to purchase utility meters and meter reading equipment for its regional water utility, the specifications of which are attached hereto and incorporated by reference herein as **Exhibit A** (generally referred to herein as the "Equipment"), and desires to enter into this Master Agreement ("Agreement") to govern purchases, which will be made on an as-needed basis according to the procedure established herein; and

WHEREAS, Seller has provided a Cost Schedule, attached hereto and incorporated by reference herein as **Exhibit B**, for the Equipment; and

WHEREAS, Seller has further furnished manufacturer's warranty details for the Equipment, which are attached hereto and incorporated by reference herein as **Exhibit C** (generally referred to herein as the "Warranty" or "Warranties"); and

WHEREAS, Seller is willing to provide such services to the City under the terms and conditions stated herein and particularly agrees to honor the Equipment pricing provided in the Cost Schedule for the applicable term of this Agreement;

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, TERMINATION, AND DEFINITIONS

1.1 Unless sooner terminated by the City, this Agreement shall terminate on August 16, 2021. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to three additional one-year renewals. Such an extension shall only be by written amendment to this Agreement. Seller agrees that, should the Seller and City agree to extend this Agreement, the contract price may be adjusted to allow for consumer price increases based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) (U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base), not

to exceed three percent (3%). Said increase shall, if approved by the City, become effective beginning with any purchase order issued after the commencement of the new renewal term.

1.2 The terms and conditions of any Purchase Order, as described in Section 2.0 hereof, shall be as set forth in such Purchase Order. Any Purchase Order in effect at the termination of this Agreement shall remain in effect until completion of said Purchase Order, and all of the terms and conditions of this Agreement shall survive until completion of all Purchase Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Seller to sell the goods approved in the Purchase Order to the City and is also sometimes referred to herein to include all Purchase 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. "Seller" shall mean Sunstate Meter & Supply, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Purchase Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in the Purchase Order, which sets forth the goods or equipment to be sold by Seller under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Seller and Seller agrees to sell the types of equipment outlined in this Agreement, specifically Exhibit A (the "Equipment"), upon the terms listed in this Agreement, including the Cost Schedule attached hereto as Exhibit B and with the warranties described in Exhibit C, and in accordance with any subsequent Purchase Order. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

1.5 This Agreement may be terminated by the City in whole or in part at any time upon thirty (30) days' written notice to the Seller for any reason. This Agreement may be terminated by the Seller only by mutual consent of the parties.

2.0 DESCRIPTION OF SERVICES; QUOTE PROCEDURE

2.1 The City may make request of Seller to sell Equipment on a "purchase order" basis. When the City desires to place a specific order for Equipment, the City may communicate with Seller, verbally or in writing, a general description of the Equipment needed. The Seller will generate a detailed bid or quote document, including the schedule for delivery and price, and send the thus developed "Quote" to the City. For every Quote requested, at a minimum, Seller shall include a price for the Equipment that is no greater than the price included in its Cost Schedule included as Exhibit B. The City will review the Quote, and if the description is mutually acceptable, the City will issue a Purchase Order or, for purchases less than $1,500.00 or as otherwise provided in the City' Financial Operations Manual policy, may use a purchase card to made the purchase. The Purchase Order will contain terms which are deemed supplemental to this Agreement. Upon receipt of the signed Purchase Order or payment via purchase card, the Seller shall deliver the Equipment ordered therein.

2.2 The City shall have no obligation to purchase Equipment from Seller during the term of this Agreement. The need to purchase Equipment shall be determined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular quantity of Equipment in any Purchase Order or for the duration of this Agreement. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period.

2.3 In exchange for applying the prices contained in the Cost Schedule, the City will consider Seller a preferred vendor and may often request Quotes from Seller for the categories of equipment listed in the Cost Schedule.

3.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF SELLER.

3.1 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

3.2 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 Seller shall remain liable to the City in accordance with applicable law for all damages to the City caused by Seller's performance under this Agreement.

3.3 Acceptance of Payment. Acceptance of final payment by the Seller for a specific Purchase Order shall constitute a release of all claims for payment which the Seller may have against the City for that Purchase Order unless such claims are specifically reserved in writing and

transmitted to the City by the Seller prior to its acceptance. Said final payment shall not,

however, be a bar to any claims that the City may have against the Seller or to any remedies the City may pursue with respect to such claims.

4.0 COMPLIANCE WITH LAWS AND REGULATIONS

4.1 Seller shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

5.0 ASSIGNMENT

5.1 Seller shall not assign or subcontract this Agreement, any Purchase Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

5.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Seller, Seller shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

5.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Seller who shall take immediate steps to remedy the situation.

6.0 INDEPENDENT CONTRACTOR

6.1 At all times during the term of this Agreement, Seller shall be considered an independent contractor and not an employee of the City.

7.0 NO JOINT VENTURE

7.1 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.

8.0 ATTORNEY'S FEES

8.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

9.0 COUNTERPARTS

9.1 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.

10.0 DRAFTING

10.1 City and Seller 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.

11.0 NOTICE

11.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Seller:
Sunstate Meter and Supply Inc
14001 West Newberry Road
Newberry, FL 32669

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

11.2 Either party may change the notice address by providing the other party written notice of the change.

11.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

12.0 SOVEREIGN IMMUNITY

12.1 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. Seller 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.

13.0 CORPORATE REPRESENTATIONS BY SELLER

13.1 Seller hereby represents and warrants to the City that the undersigned representative of Seller has the power, authority, and legal right to execute and deliver this Agreement on behalf of Seller.

14.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

14.1 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller expresses its willingness to enter into this Agreement with the knowledge that the Seller'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 Seller to the City's complete satisfaction, and in no case shall exceed the amount provided in article 12.1 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.

14.2 Seller shall fully indemnify, defend and hold City harmless from and against any and all losses, damages, costs and expenses, and attorney's fees, that City incurs because of any and all

claims that use of Equipment infringes upon (i) any United States copyright or (ii) any trade

secret or other proprietary right of any Person (collectively, "**IP Rights**"). Seller shall have no

obligation under this Section 14.2 unless City promptly gives notice to Seller within ten (10) days after the date City first receives notice of the applicable infringement claim (provided that later notice shall relieve Seller of its liability and obligations under this Section 14.2 only to the extent that Seller is prejudiced by such later notice) and allows Seller to have sole and reasonable control of the defense or settlement of the claim. City may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If any Equipment is, or in Seller's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then Seller, at its sole option and expense, shall provide the City, in addition to the aforementioned indemnity and hold harmless, with a full and complete remedy that will either:

(a) modify or replace all or the allegedly infringing part of the Equipment so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for City the right to continue using the allegedly infringing part of the Equipment; or

(c) remove all or the allegedly infringing part of the Equipment, and (i) if City has paid a one-time upfront initial fee for the applicable Equipment, refund to City the corresponding portion of the fee paid by City to Seller for the applicable part of the Equipment, or (ii) if City is paying for the use of the Equipment on a recurring basis, refund to City the corresponding portion of the unused recurring fee(s) paid by City to Seller with respect to the applicable part of the Equipment, and in each such case this Agreement shall terminate with respect to the Equipment or part thereof removed.

14.3 General Indemnity. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death, and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Seller shall indemnify and hold harmless the City from and against all direct damages and costs of any kind, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent acts, or negligent omissions of Seller, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the City is legally liable for such damages and costs. For purposes of this indemnification only, this includes claims made by the employees of Seller against the City, and Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate Seller 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 mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

15.0 ADDITIONAL ASSURANCES

15.1 The Seller for itself and its SubSellers, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual performing under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

b. No principal (which includes officers, directors, or executive) or individual holding a performing under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

c. The undersigned is authorized to execute this Agreement on behalf of the Seller and said signature shall bind the Seller to this Agreement. No further action is required by the Seller to enter into this Agreement other than Seller's undersigned representative execution of the Agreement.

16.0 WARRANTIES

16.1 Seller hereby assigns to the City, effective as of the delivery date of each and every respective piece of Equipment, including third-party software, any and all existing assignable warranties, service policies, indemnities, and patent indemnities or other rights, remedies or claims against the manufacturer of the Equipment, specifically including, but not limited to, the warranties, systems compatibility representations, and performance standards contained in the Equipment specifications of Exhibit A and the warranty sheets attached hereto as Exhibit C. The Seller will, upon request by the City and at Seller's sole expense, cooperate with the City in the enforcement of any benefit provided in any such warranties, service policies, indemnities, and patent indemnities. To the extent that such rights are not assignable, the City is hereby subrogated to all such rights of Seller.

16.2 Seller warrants to the City that Seller has the right to grant the City the right to use all third-party software and that Seller is an authorized distributor of the Equipment.

17.0 THIRD-PARTY SOFTWARE

17.1 All third-party software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure all new releases and fixes for third-party software shall be promptly provided to the City at no additional charge

.

18.0 METER READING SYSTEM SOFTWARE

18.1 All meter reading system software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure that all hosted software updates and patches for meter reading software will be provided to the City at no additional charge during the term of each subscription agreement and that Seller shall provide customer support as described in the subscription agreement. In addition, the Seller shall endeavor to notify the City in advance of all suspensions in the meter reading system software service and to carry out necessary maintenance and upgrades outside of normal business hours. Interruptions to existing service can range in priority from urgent to low depending on the impact to the City. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of City connectivity to all of the meter reading system software or (b) results in loss, corruption or damage to City's data.
2	Critical	An Incident that has an adverse material impact on the performance of the meter reading system software or materially restricts City's use of the software as part of City's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the meter reading system software, but a fault exists in the meter reading system software that restricts City's use of the same.
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the meter reading system software.

Seller will make commercially reasonable efforts to respond to meter reading system software incidents using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	Seller will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	Seller will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	Seller will respond within 4 hours of the issue being reported.	95%
Priority 4 (Minor)	Seller will respond within 24 hours of the issue being reported.	95%

The City may escalate any incidents to Utilities Department Director or Seller's Superintendent.

Further, if the City experiences service suspensions, interruptions or outages, excluding scheduled maintenance, that results in the service level uptime falling below 99% for three months in any rolling 12-month period (the ***"Uptime Commitment"***), then the City may immediately terminate this Agreement, part thereof, or a subscription agreement, in which case Seller will refund any prepaid, unearned annual subscription fees.

18.2 Meter reading system software will be provided to the City per an annual subscription agreement. Manufacturer will provide correct file transfer layout to City and/or City's Utility Billing Software provider at no charge to provide correct meter reading system software data transfer to City's utility billing software. Meter Reading System Software will provide full functionality and reporting for all the manufacturer's AMR and AMI systems.

19.0 INSURANCE

19.1 During the term of this Agreement, Seller shall be responsible for providing and maintaining the types of insurance and limits per claim as set forth below:

(a) Seller shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Customer from claims of property damages and personal injury which may arise from any services performed under this Agreement whether such services are performed by Seller or by anyone directly employed by or contracting with Seller.

(b) Seller shall maintain adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing services for the City pursuant to this Agreement.

(c) Seller shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Seller 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 Seller or by anyone directly or indirectly employed by the Seller.

19.2 During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the City. A copy of a current Certificate of Insurance shall be provided to the City by Seller upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 19.1. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation liability policies**

[SIGNATURE PAGE TO FOLLOW]

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

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 *

By: _____

Print Name/Title: _____

Date: _____

SELLER:

By: Keith Ellenburg

Print Name/Title: Keith Ellenburg

Date: 10-8-2020

President / Sunstate Meter and Supply Inc.

ATTEST:

By: _____
City Clerk

THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT A
EQUIPMENT PRODUCT SHEETS

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance Turbine Meter



Neptune® High Performance (HP) Turbine water meters offer some of the widest flow ranges of any turbine meters on the market.

All HP Turbine water meters meet or exceed the latest performance and accuracy requirements of AWWA C701 and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

Construction

Each HP Turbine consists of a rugged, lead free, high-copper alloy maincase, an AWWA Class II turbine measuring element, and a roll-sealed register. The maincase is corrosion-resistant, lightweight, and compact. Inlet and outlet connections are flanged. Strainers are available to prevent debris from entering the meter and to reduce the effects of uneven water flow due to upstream piping variations.

The unitized measuring element (UME) allows for quick, easy, in-line interchangeability. Water volume is measured accurately at all flows by a specially-designed assembly. The hydrodynamically-balanced, thrust-compensated rotor relieves pressure on the thrust bearings to minimize wear and provide sustained accuracy over an extended operating life. Direct coupling of the rotor to the gear train eliminates revenue loss due to slippage during fast starts and line surges. A calibration vane allows in-field calibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Application

The HP Turbine water meter is designed for applications where flow rates are consistently moderate to high.

Systems Compatibility

Adaptability to all present and future systems for flexibility.

Warranty

Neptune provides a limited warranty with respect to its HP Turbine water meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of major components.

KEY FEATURES

Roll-Sealed Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register design with flat glass for readability
- 1:1 ratio, low-flow indicator identifies leaks
- Bayonet mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

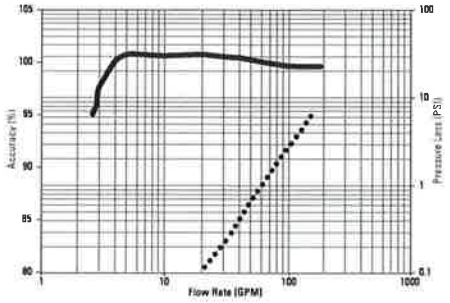
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 and 372 certified
- Compact design is lightweight and easy to handle
- Sturdy, durable, corrosion-resistant
- Resists internal pressure stresses and external damage
- Residual value

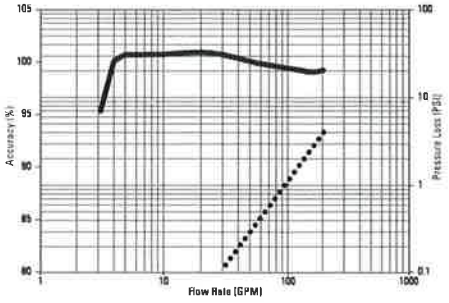
Turbine Measuring Element

- Excellent low-flow sensitivity and wide flow ranges available at 98.5% - 101.5% accuracy
- Direct coupling of rotor to gear train prevents slippage and ensures accurate registration
- Interchangeable measuring element allows for in-line service
- Hydrodynamically-balanced rotor
- Reusable O-ring gasket on 3" - 10" sizes

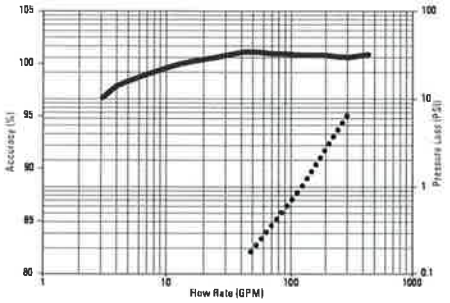
1½" Accuracy



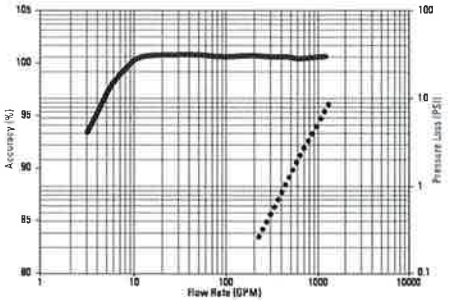
2" Accuracy



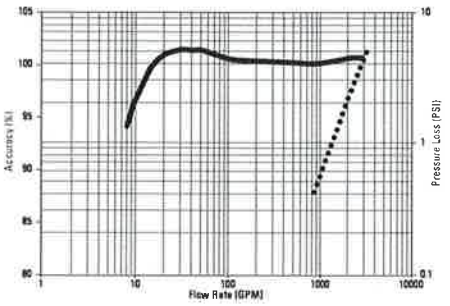
3" Accuracy



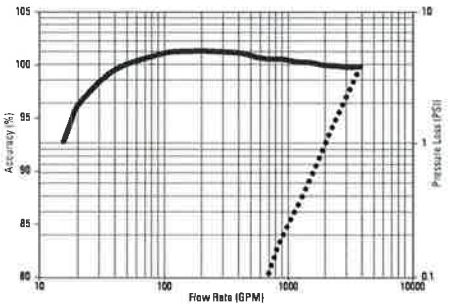
4" Accuracy



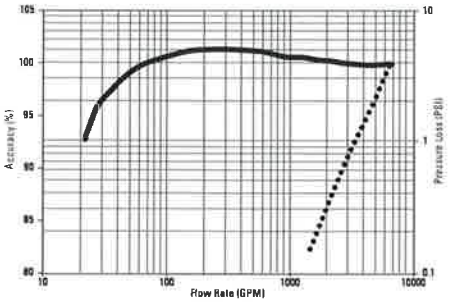
6" Accuracy



8" Accuracy



10" Accuracy



Accuracy

Head Loss

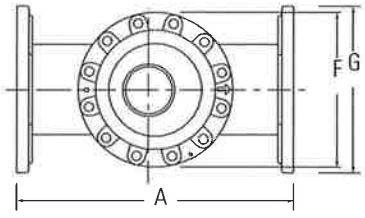
These charts show typical meter performance. Individual results may vary.

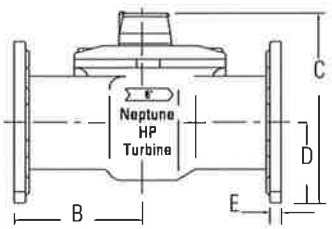
Operating Characteristics

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	Maximum Intermittent Flow	AWWA Standard
1½"	4 to 160 US gpm 0.91 to 36.3 m³/h	200 US gpm 45.4 m³/h	4 to 120 US gpm 0.91 to 27.3 m³/h
2"	4 to 200 US gpm 0.91 to 45.4 m³/h	250 US gpm 56.8 m³/h	4 to 190 US gpm 0.91 to 43.2 m³/h
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h
4"	10 to 1200 US gpm 2.27 to 272.5 m³/h	1500 US gpm 340.7 m³/h	15 to 750 US gpm 3.4 to 170.3 m³/h
6"	20 to 2500 US gpm 4.55 to 567.8 m³/h	3100 US gpm 704.1 m³/h	30 to 1350 US gpm 6.8 to 306.6 m³/h
8"	35 to 4000 US gpm 7.95 to 908.5 m³/h	5000 US gpm 1135.6 m³/h	50 to 2800 US gpm 11.4 to 635.9 m³/h
10"	50 to 6500 US gpm 11.36 to 1476.3 m³/h	8000 US gpm 1817 m³/h	75 to 4200 US gpm 17.0 to 953.9 m³/h

Dimensions

Meter Size	A	B	C-STD	C-ProRead™	C-E-CODER®)R900*i*™ and E-CODER®)R450*i*™	D	E	F	G	Weight
	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	lbs (kg)
1½"	10 (254)	6 1/2 (165)	7 1/8 (181)	7 9/16 (192)	7 3/4 (197)	1 3/4 (44)	3/4 (19)	4 1/2 (114)	5 3/8 (137)	19 (8.6)
2"	10 (254)	6 1/2 (165)	7 5/8 (194)	8 1/16 (204.8)	8 1/4 (210)	2 1/8 (54)	13/16 (21)	4 1/2 (114)	5 3/8 (137)	20 (9.1)
3"	12 (305)	6 (152)	10 (254)	10 7/16 (265.1)	10 5/8 (270)	3 3/4 (95)	5/8 (16)	6 1/4 (159)	7 1/2 (191)	40 (18.1)
4"	14 (356)	6 1/2 (165)	10 7/8 (276)	11 5/16 (287.3)	11 1/2 (292)	4 1/2 (114)	3/4 (19)	8 1/8 (206)	9 (229)	52 (23.6)
6"	18 (457)	8 5/8 (219)	13 (330)	13 7/16 (341.3)	13 5/8 (346)	5 1/2 (140)	1 (25)	10 1/4 (260)	11 (279)	115 (52.2)
8"	20 (508)	9 5/8 (244)	15 1/2 (394)	15 15/16 (404.8)	16 1/8 (409)	6 3/4 (171)	1 1/8 (29)	10 1/4 (260)	13 1/2 (343)	195 (88.4)
10"	26 (660)	12 5/8 (321)	15 1/2 (394)	15 15/16 (404.8)	16 1/8 (409)	8 (203)	1 1/4 (32)	10 1/4 (260)	16 (406)	275 (124.7)





Specifications

Application:

- Cold water measurement of flow in one direction

Maximum operating pressure:

- 175 psi (1206 kPa)

Maximum operating temperature:

- 80°F

Register:

- Direct reading, center-sweep, roll-sealed, magnetic drive with low-flow indicator

Measuring element:

- AWWA Class II Turbine, hydrodynamically-balanced rotor

Guaranteed Systems Compatibility

All HP Turbine water meters are guaranteed adaptable to our ARB® V, ProRead™ (ARB VI), ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™,E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Options

Sizes:

- 1½", 2", 3", 4", 6", 8", 10"

Units of measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types:

- Remote reading systems*: ARB V, ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3

** Consult factory for meter performance specifications when fitted with ARB.*

- Reclaim

Companion flanges:

- 1½" and 2" (oval): bronze
- 3", 4", 6": bronze or cast iron
- 8" and 10": cast iron

Strainer:

- 1½"- 6" NSF/ANSI 61 lead free high copper alloy
- 1½"-10" NSF/ANSI 61 lead free Rilsan® nylon-coated ductile iron

Registration

Registration (per sweep hand revolution)		
	1½", 2", 3", 4"	6", 8", 10"
1,000 US Gallons		✓
1,000 Imperial Gallons		✓
100 US Gallons	✓	
100 Imperial Gallons	✓	
100 Cubic Feet		✓
10 Cubic Feet	✓	
10 Cubic Metres		✓
1 Cubic Metre	✓	

Register Capacity (6-wheel odometer)		
	1½", 2", 3", 4"	6", 8", 10"
1,000,000,000 US Gallons		✓
1,000,000,000 Imperial Gallons		✓
100,000,000 US Gallons	✓	
100,000,000 Imperial Gallons	✓	
100,000,000 Cubic Feet		✓
10,000,000 Cubic Feet	✓	
10,000,000 Cubic Metres		✓
1,000,000 Cubic Metres	✓	

NEPTUNE TECHNOLOGY GROUP

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#winyourday
neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE TECHNOLOGY GROUP

MACH 10® ULTRASONIC METER

Sizes: 1½" and 2"



The MACH 10® is Neptune's newest water meter that offers solid state metrology with a rugged, lead free bronze maincase. The MACH 10 was designed to have the look and feel of a traditional water meter to help eliminate new technology concerns of your customers. Engineered to fit into even the smallest residential meter boxes, the MACH 10 fits the bill for all meter applications.

MAXIMIZE REVENUE

The extended low-flow accuracy of the MACH 10 allows you to catch virtually every drop used by your customers. Maintaining this level of meter performance over the life of the meter will maximize your utility's revenue stream from your metering program. The MACH 10 features no moving parts. Because there are no internal parts that can wear over time, there is no opportunity for accuracy loss over the life of the meter (flat accuracy curve).

No wear = No accuracy loss = Maximum revenue dollars

NO MAINTENANCE REQUIRED

Imagine having a residential meter with no moving parts and a 20-year battery life. Is that really possible? The answer is Yes, the MACH 10.

No moving parts = No wear + 20 year battery = Maintenance-free for life

SOLID STATE METROLOGY WITH SOLID BRONZE MAINCASE

With the MACH 10, there is no concern over breaking plastic meter spuds or cross-threading of plastic threads. Neptune believes that if a meter is capable of providing sustained accuracy over its life, the maincase should be designed to last the meter's lifetime as well. This is why we designed the MACH 10 solid state meter with a solid bronze maincase. The corrosion-resistant, lead-free, high-copper alloy maincase is built to withstand demanding service conditions; internal water pressure, rough handling during installation, and in-line piping stresses.

Field-proven NSF 61/ANSI bronze maincase = Confidence = No stranded assets

OPERATIONAL EFFICIENCY

The MACH 10®)R900*i*™ combines all the best features of the MACH 10 with seamless integration of the R900® radio to provide the best in operational efficiency. The MACH 10)R900*i* makes installation easier, faster, and less costly by eliminating field programming and removing external wires. It also gives you the ability to remove migration barriers without installing new endpoints as you move from walk-by to mobile to fixed network at your own pace. Reduce your non-revenue water with timely, accurate data and detect leaks faster to avoid surprises for you and your customer by deploying the MACH 10)R900*i* in your system.

KEY BENEFITS

- Extended low-flow range and accuracy
- No maintenance and accuracy sustained over meter life
- Regulatory compliance – peace of mind
- Health and asset protection with the highest lead free legislation compliance
- Supports Water Conservation
  - Provides leak history/diagnostics
  - Enables proactive leak notification
  - On-site customer event troubleshooting tools
- Increased operational efficiencies
  - Work order reduction for high water bill inquiries
  - Drought management
  - Reduction of water loss through proactive notification of water leaks
- Tamper management
  - Identification and prioritization of potential tamper situations

KEY FEATURES

- Advanced ultrasonic technology
- No moving parts
- NSF/ANSI 61 approved meter – lead free bronze maincase
- 20-year battery life
- "Absolute" 9-digit meter reading on display
- 8-digit remote meter reading
- Long-life lithium thionyl-chloride batteries
- Single design for pit and inside set applications
- IP68-certified for moisture protection
- True point-of-use leak detection*
- Tamper detection*
- Reverse flow detection*
- LCD leak indicators
- Directional flow indicator
- Rate of flow on LCD display
- Data logging**
- Optional integrated R900 or R450™ radio

** When connected to Neptune R900® R450™ or CMIU™.*

*** When connected to R900v4 or newer version.*

OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity	Extended Low Flow Accuracy (+/- 3.0%)
1½"	0.80 to 125 U.S. gpm	125 U.S. gpm	0.30 U.S. gpm
2"	1.50 to 160 U.S. gpm	160 U.S. gpm	0.50 U.S. gpm

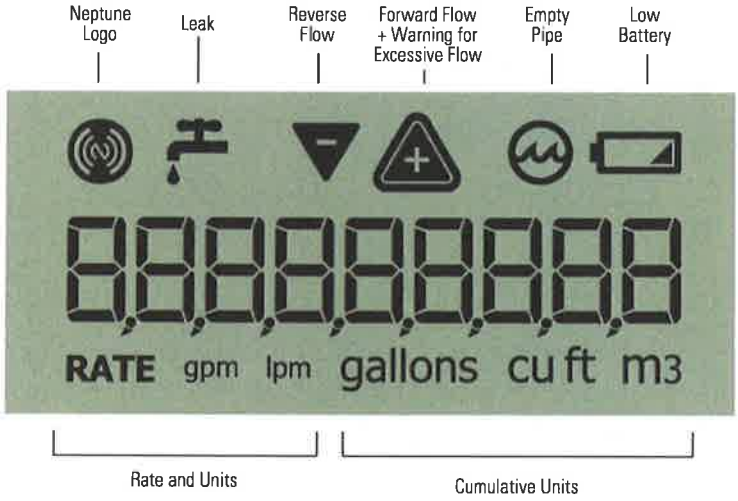
DIMENSIONS

METER SIZE	LENGTH (L)		HEIGHT (H)		FLANGES
	IN	MM	IN	MM	
1½"	10", 13"	254, 330	6 7/32	158	OVAL
2"	10", 15.25", 17"	254, 387, 432	6 11/32	163.5	OVAL

REGISTRATION

High Resolution (8-digit reading)		1½"	2"
1	U.S. Gallons	√	√
1	Imperial Gallons	√	√
0.1	Cubic Feet	√	√
0.01	Cubic Meters	√	√

LCD DISPLAY



SPECIFICATIONS

AWWA C750 compliant

AWWA C700, C701 performance compliant

NSF/ANSI 61 certified

Application: Cold water measurement of flow in potable, combination potable-and-fire service, and reclaim/secondary water applications.

Maximum operating water pressure: 175 psi

Operating water temperature range: +33°F to +122°F (+0.5°C to +50°C)

OPTIONS

Sizes:
- 1½"
- 2"

Units of measure: U.S. gallons, Imperial gallons, cubic feet, cubic meters

Meter options:
- Potable/fire service (combo or standalone meter service lines)
- Reclaim water

Environmental conditions:
- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

WARRANTY

Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

AMR/AMI SYSTEM COMPATIBILITY

All MACH 10 ultrasonic meters provide ProRead™, E-CODER® 8-digit, and E-CoderPLUS protocols to interface with Neptune and third-party AMR/AMI meter reading systems.

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Fax: (334) 283-7293

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Mississauga, Ontario
L5N 5M9
Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Avenida Ejercito Nacional No 418
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Colonia Polanco V Sección
C.P. 11560
Delegación, Miguel Hidalgo
Mexico D.F.
Tel: (525) 5203-4032 / (525) 5203-6204
(525) 5203-5294
Fax: (525) 5203-6503

NEPTUNE TECHNOLOGY GROUP

neptunetg.com

Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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Neptune® 360™
Data Management Platform

A Product of Neptune Technology Group

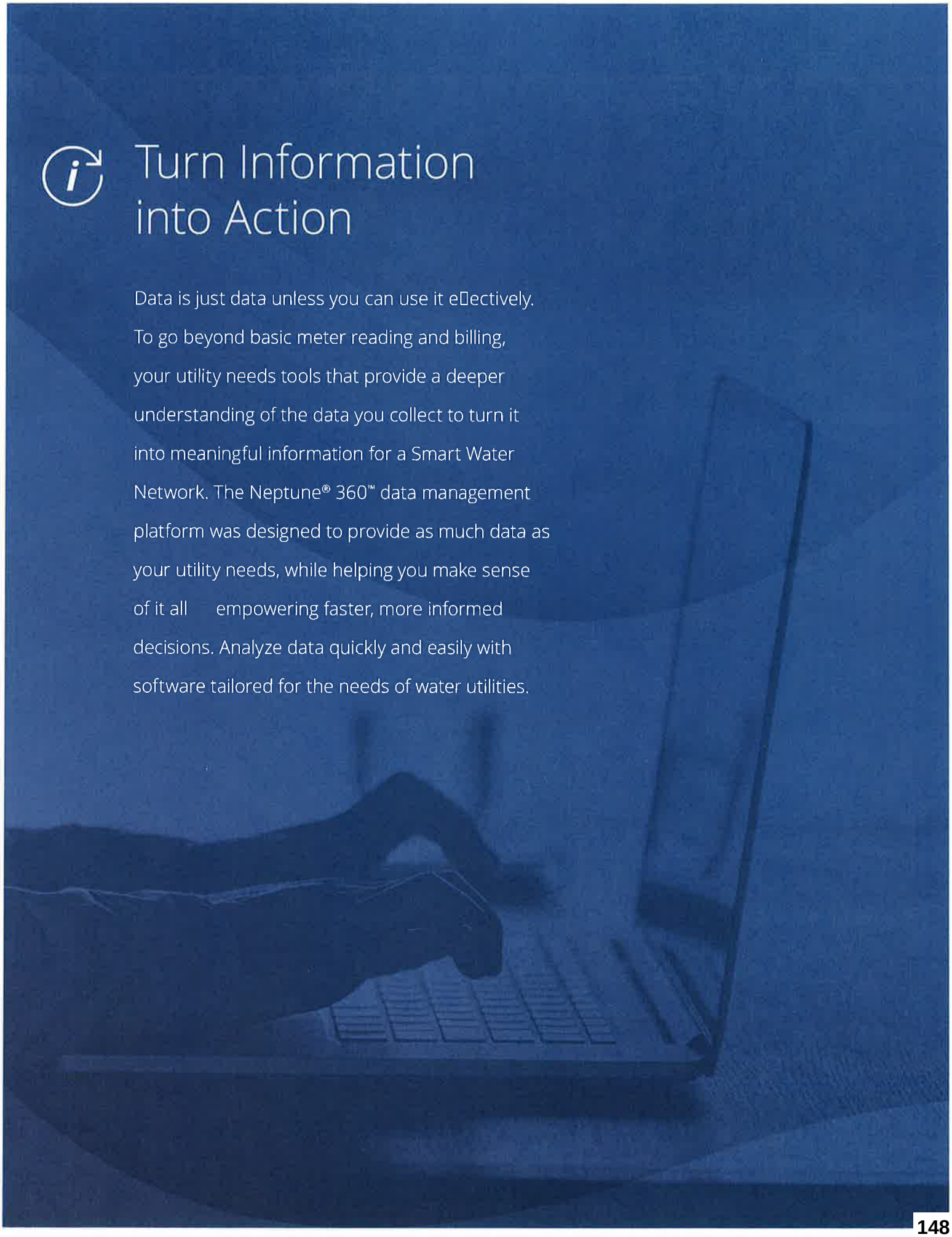


NEPTUNE
TECHNOLOGY GROUP

#winyourday

Turn Information into Action

Data is just data unless you can use it e□ectively. To go beyond basic meter reading and billing, your utility needs tools that provide a deeper understanding of the data you collect to turn it into meaningful information for a Smart Water Network. The Neptune® 360™ data management platform was designed to provide as much data as your utility needs, while helping you make sense of it all empowering faster, more informed decisions. Analyze data quickly and easily with software tailored for the needs of water utilities.



Putting Your Data in View

Having the data is one thing, seeing the data and making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making the data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water consumers, providing you with information needed to take action. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.





Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360 delivered as a service. No longer install servers or perform upgrades. All that is needed is an Internet browser. Just log on to access anywhere at any time.

A True Sense of Security

Ease your security concerns and stay focused on the business of water. Continuously-monitored Neptune 360 operates from a world-class data center, providing the highest level of security, redundancy, and disaster recovery services.

Share Information Across the Smart Water Network

Your management, maintenance, customer service, water quality, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).



An Application that Grows as You Grow

From mobile meter reading today, to moving to an AMI network tomorrow, the same software platform is utilized. Apply trend analysis in rate structure planning and usage initiatives. The modular-based platform makes it easy to turn on new features as your needs evolve, bringing you critical data to proactively plan for tomorrow.

Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operation.

NEPTUNE 360

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.



METERS MATTER

Stream critical actionable data right into Neptune® 360™.

WALK-BY DATA

Sync collected data easily.





FUTURE PROOF AMI

Connect AMI network data.

BRING YOUR OWN DEVICE

Eliminate specialized devices and communicate efficiently.



MOBILE

Incorporate mobile data collection.







THIRD PARTY SOFTWARE

Link data with third party applications (such as CIS and ESRI).



CUSTOMER RELATIONSHIPS

Streamline utility data management and provide exceptional customer service.

+ ACT QUICKLY
+ PLAN FOR THE FUTURE
+ MANAGE GROWTH



Neptune® 360™ Benefits

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time

Specifications

Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

Neptune 360 Mobile

- Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:
  - Android: 5.1.X Lollipop, 6.0.X Marshmallow, 7.0.X Nougat, 7.1.X Nougat, 8.1.X Oreo
  - iOS: 10.3.1 and higher, 11

Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with an R900® Belt Clip Transceiver or MRX920™ Mobile Data Collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.



96

days of hourly historical consumption

Neptune 360 Mobile provides direct communication via wireless from the field without the need to bring your mobile device back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.

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R900® Gateway v4 Fixed Network Data Collector



Streamline Measurement and Boost E□ ciency

Maximize the efficiency of your workforce – not only by automating meter reading but also by freeing up time for other tasks. Like the other components of Neptune's R900® System, the R900® Gateway fixed network data collector is designed for quick installation, ease of use, and flexibility. The R900 Gateway collects metering data as well as daily leak, reverse flow, and days of no flow alerts from all E-CODER®-equipped meters. The R900 Gateway's software-defined radio technology can process eight (8) meter readings simultaneously and gather 360 readings per second – optimizing your fixed network with high throughput reading performance; especially in high-density R900® deployments. The data you collect is accurate, timely, and simple to share with other departments – so you can turn it into meaningful information that will help identify hidden causes of loss and optimize efficiency.

Migrate Backward and Forward With Total Con□dence

Get the most value from your current assets, both infrastructure and workforce, through Neptune® systems that allow you to migrate at your own pace from mobile automatic meter reading (AMR) to advanced metering infrastructure (AMI). Providing fixed network functionality, the R900 Gateway is easily integrated into the system with mobile methods of reading your existing R900 endpoints, so that you can choose the technology you need, where you need it – without a need for special programming or reprogramming of MIUs. The R900 Gateway supports the R900 System's 1 Watt fixed network message from endpoints, reducing infrastructure costs.

Resolve Customer Issues Proactively with Detailed Data

The R900 Gateway gives your utility simplified access to information that will help you identify and resolve water-related issues quickly and easily. You'll be able to track detailed hourly water consumption for individual accounts and receive alerts that will help you proactively improve service to your customers. Save them – and your utility – time and money, and inform customers of excessive water usage to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

KEY BENEFITS

Facilitates Migration to AMI

- Supports the 1 Watt fixed network message from R900 endpoints, reducing infrastructure costs
- Migrate at your own pace – your system can be read by any combination of mobile and fixed that you choose
- No reprogramming of endpoints required to migrate to fixed network reading

Simple Access to Powerful Data

- On-demand read capability – obtain a reading whenever you need it
- Daily leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Improves Meter Reading E□ ciency

- Software-defined radio (SDR) technology capable of processing eight (8) readings simultaneously
- Optimal performance in high-density R900 environments – capable of 360 readings per second

No Stranded Assets

- Maintains compatibility with existing R900s deployed
- Utilizing the power of our software-defined radio technology, all existing R900 Gateway v3 units can be easily updated to obtain R900 Gateway v4 functionality

Specifications

Receiver

- 910-920 MHz
- 50 channels
- Processes 8 readings simultaneously
- Processes 360 readings per second
- Capable of handling up to 25,000 R900s

Installation Options

- Rooftop
- Pole (2" – 16" diameter)
- Wall
- Water towers
- Street lights

Power Supplies

- 100-140 VAC
- 150W Solar
- 220W Solar

Battery Backup

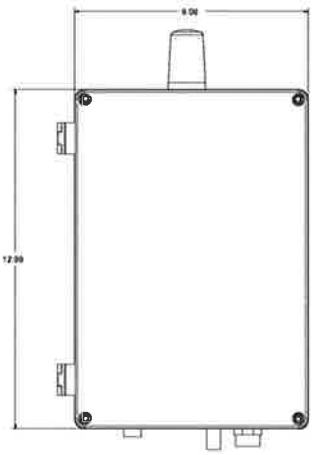
- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

Backhaul Options

- Multi-carrier cellular modem
- EVDO Rev A (CDMA)
- 1xEVDO Rev 0 (CDMA)
- 1xRTT (CDMA)
- UMTS/HSPA (GSM)
- EDGE/GPRS (GSM)
- Ethernet
- Private LAN compatibility via Ethernet connection

Environmental

- NEMA 4X enclosure
- Operating temperature: -22°F to +140°F (-30°C to +60°C)
- Storage temperature: -40°F to +158°F (-40°C to +85°C)
- 0-95% non-condensing humidity





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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10 Meter

SIZES ⅝", ¾", AND 1"



Every T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

Construction

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element is unaffected by meter position of in-line piping stresses while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

Neptune® provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

Guaranteed Systems Compatibility

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, ProCoder™, E-CODER® (ARB VII), E-CODER®)R900i™, E-CODER®)R450i™, E-CODER®)L900i™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Systems Compatibility

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

KEY FEATURES

REGISTER

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

LEAD FREE MAINCASE

- Made from lead free, high-copper alloy
- NSF/ANSI 372, NSF/ANSI 61
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Lead free, high-copper alloy provides residual value vs. plastic or composite
- Electrical grounding continuity

NUTATING DISC MEASURING CHAMBER

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by meter position or in-line piping stresses

Specifications

- NSF/ANSI 372, NSF/ANSI 61
- National Type Evaluation Program (NTEP) certification

Application

- Cold water measurement of flow in one direction in residential service applications

Maximum Operating Water Pressure

- 150 psi (1034 kPa)

Maximum Operating Water Temperature

- 80°F

Measuring Chamber

- Nutating disc technology design made from proprietary synthetic polymer

Options

Sizes

- 5/8", 5/8" x 3/4"
- 3/4", 3/4" SL, 3/4" x 1"
- 1", 1" x 1¼"

Units of Measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types

- Direct reading: bronze box and cover (standard)

Remote Reading:

- ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Bottom Caps

- Synthetic polymer (5/8" only)
- Cast iron
- Lead free, high-copper alloy

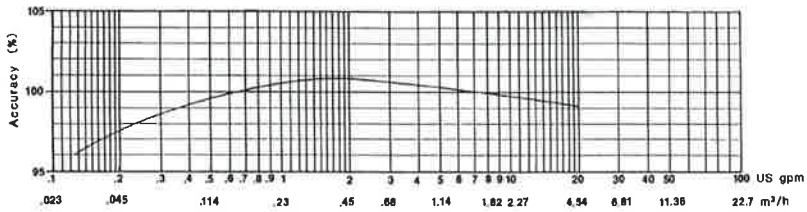
Connections

- Lead free, high-copper alloy, straight or bent

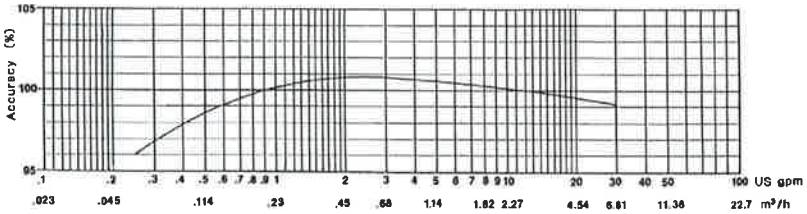
Environmental Conditions

- Operating temperature: +33° F to +149° F (0° C to +65° C)
- Storage temperature: +33° F to +158° F (0° C to +70° C)

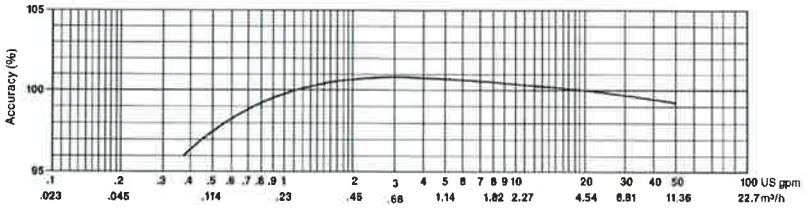
5/8" ACCURACY



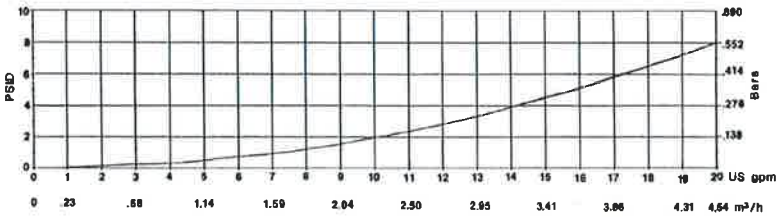
3/4" ACCURACY



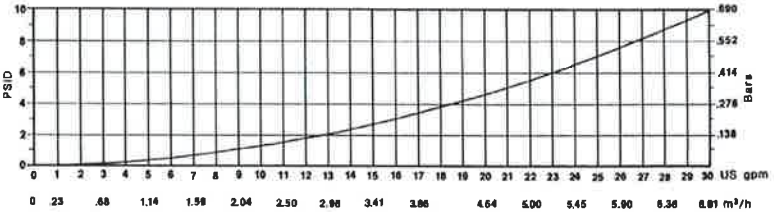
1" ACCURACY



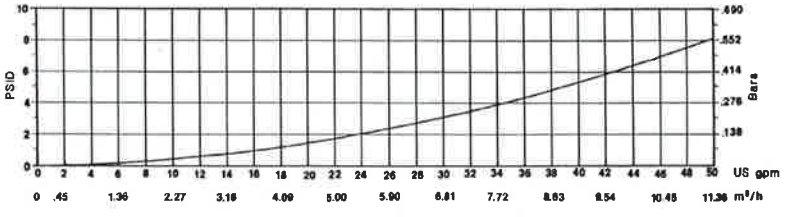
5/8" PRESSURE LOSS



3/4" PRESSURE LOSS

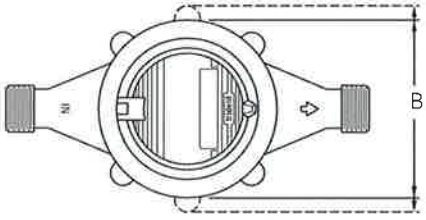


1" PRESSURE LOSS

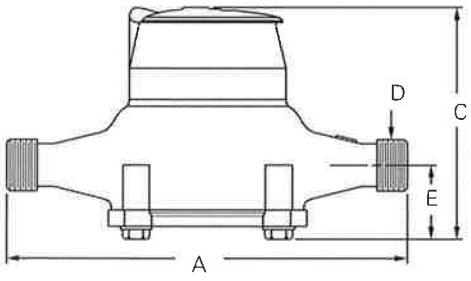


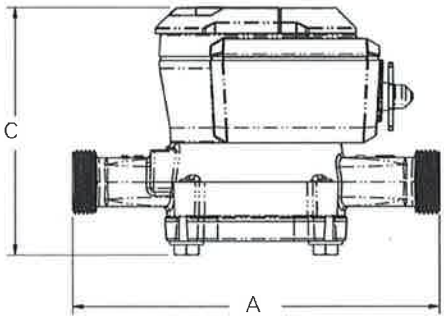
Dimensions

Meter Size	A	B	C					D-	E-	Weight lbs/kg
	in/ mm	in/ mm	Std. in/mm	ARB in/mm	ProCoder™ or E-CODER®	ProCoder™) R900*i*™ or ProCoder™) R450*i*™	E-CODER®) R900*i*™or E-CODER®) R450*i*™	NPSM Thread	in/ mm	
5/8	7½ 191	3⅝ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	¾" - 14	1½ 38	3¼ 1.4
5/8 x ¾	7½ 191	3⅝ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	1" - 11½	1½ 38	3⅜ 1.5
Pre 2011 ⅝	7½ 191	3⅝ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	¾" - 14	1⅝ 41	3¾ 1.7
Pre 2011 ⅝ x ¾	7½ 191	3⅝ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	1" - 11½	1⅝ 41	4 1.8
3/4	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1⅞ 48	6 2.7
¾" SL	7½ 911	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1⅞ 48	5½ 2.5
¾ x 1"	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1¼" - 11½	1⅞ 48	6½ 2.9
1"	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1¼" - 11½	2⅛ 54	9¾ 4.4
1" x 1¼	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1½" - 11½	2⅛ 54	10¼ 4.6









Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	½ to 20 US gpm 0.11 to 4.55 m³/h	1 to 20 US gpm 0.23 to 4.5 m³/h	⅛ US gpm 0.03 m³/h
¾"	¾ to 30 US gpm 0.17 to 6.82 m³/h	2 to 30 US gpm 0.45 to 6.8 m³/h	¼ US gpm 0.06 m³/h
1"	1 to 50 US gpm 0.23 to 11.36 m³/h	3 to 50 US gpm 0.68 to 11.4 m³/h	⅜ US gpm 0.09 m³/h

Registration

ProRead Registration (per sweep hand revolution)		5/8"	¾" & 1"
10	US Gallons	√	√
10	Imperial Gallons	√	√
1	Cubic Foot	√	√
0.1	Cubic Metre	√	√
Register Capacity ProRead, ProCoder, and E-CODER		**5/8"**	**¾" & 1"**
10,000,000	US Gallons	√	√
10,000,000	Imperial Gallons	√	√
1,000,000	Cubic Feet	√	√
100,000	Cubic Metres	√	√
ProCoder and E-CODER High Resolution (8-digit reading)		**5/8"**	**¾" & 1"**
0.1	US Gallons	√	√
0.1	Imperial Gallons	√	√
0.01	Cubic Feet	√	√
0.001	Cubic Metres	√	√

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Reap AMI Benefits with an Existing 4G LTE Network

Neptune® Cellular Meter Interface Unit (CMIU™)



The Neptune® Cellular MIU (CMIU™) securely transmits meter reading data using a 4G LTE cellular network, so your water utility can eliminate the costs and frustrations associated with the installation, maintenance, and troubleshooting of AMI infrastructure. Instead, you can leverage an existing 4G LTE network to provide easy connectivity.

- Network-as-a-Service (NaaS)
- 4G LTE cellular technology using AT&T or Verizon
- Eliminate maintenance, costs associated with AMI deployment
- Operating modes:
  Basic – hourly data delivered every 24 hours
  Advanced – hourly data delivered every 4 hours
  Pro – 15-minute data delivered every hour

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Dimensions

Wall MIU





Pit MIU





CMIU Pit Antenna



Specifications

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: Standard internal antenna
- Pit MIU: Standard through-the-lid antenna
  - 18" Coax

Encoded Register Compatibility

- Neptune MACH 10®, ARB®V, ProRead™, E-CODER®, and ProCoder™
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Battery Warranty

- Basic Operating Mode: 10 years*

* Warranty dependent on CMIU mode of operation. Refer to warranty statement.

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance PROTECTUS® III Stainless Steel (S) Fire Service Meter

SIZES: 4", 6", 8", and 10"



The Neptune® HP PROTECTUS® III Stainless Steel (S) fire service meter measures extremely wide flow ranges at 100% ± 1.5% accuracy. All HP fire service meters meet or exceed AWWA C703 Standard, are certified to NSF/ANSI 61 and 372 requirements, and are Underwriters Laboratory (UL) Listed and Factory Manual (FM) Approved for fire service use.

Application

The HP PROTECTUS III S fire service meter is designed to measure both domestic and fire service water usage through a single water line. A typical application would be in a warehouse, hotel, or hospital where one water line may supply any number of faucets or bathrooms as well as an automatic sprinkler system.

Operation

At low flow rates, all flow is through the bypass meter. As flow increases, pressure loss through the bypass meter increases and the detector check valve automatically opens. This condition occurs, for example, when a fire sprinkler system goes into operation. This permits flow through the mainline turbine meter. As flow decreases, reduced pressure loss closes the detector check valve and flow is again directed through the bypass meter.

Construction

The combined readings of the mainline turbine and the bypass meter indicate total consumption through the HP PROTECTUS III S meter.

- 300 series stainless steel mainline body
- Integral detector check valve (stainless steel spring-loaded type)
- 300 series stainless steel strainer body with stainless steel basket
- Epoxy-coated steel strainer and valve cover
- HP Turbine measuring element
- Lockable ball valves used on bypass
- Check valve used on bypass
- 1" T-10® meter (on 4" size)
- 1½" T-10 or 1½" HP Turbine meter (on 6" size)
- 2" T-10 or 2" HP Turbine meter (on 8" and 10" sizes)

KEY FEATURES

Compact Size

- Standard laying length fits existing installations
- Lowers new installation and replacement costs

Wide Operating Range

- Measures extremely wide flow ranges at 98.5%–101.5% accuracy
- Combines low-flow sensitivity of disc meter with high-flow capacity of turbine meter
- Registers leaks or unauthorized use of water from fire service lines

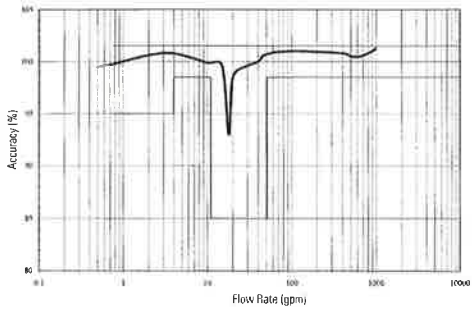
Component Repair and Maintenance

- Owner maintenance easily accomplished by replacement of major components
- Calibration vane allows in-field calibration of unitized measuring element (UME)

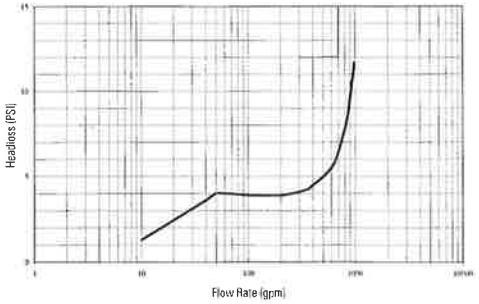
Roll-Sealed Registers

- Eliminates leaking and fogging
- In-line serviceability
- Magnetic driven, low-torque registration
- Tamperproof seal design

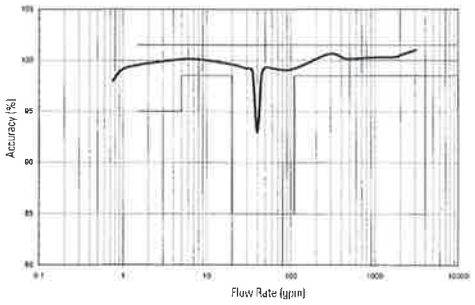
4" Accuracy



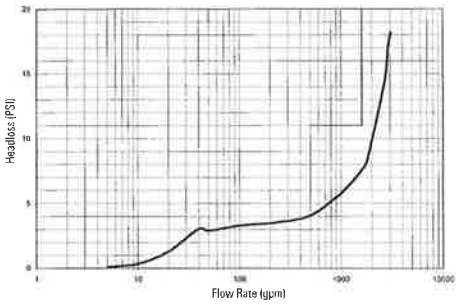
4" Headloss



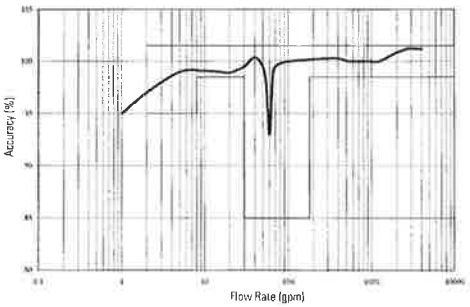
6" Accuracy



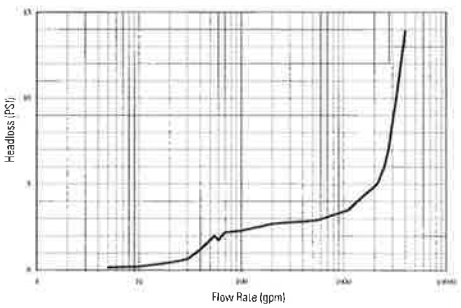
6" Headloss



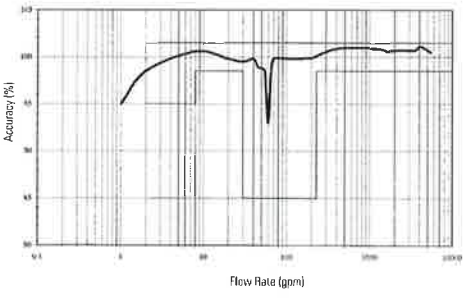
8" Accuracy



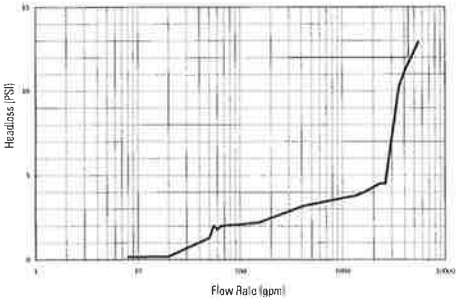
8" Headloss



10" Accuracy



10" Headloss



These charts show typical meter performance. Individual results may vary.

Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% - 101% Accuracy	Maximum Intermittent Flow Rate
4"	¾ to 1200 US gpm 0.171 to 272.55 m³/h	4 to 700 US gpm 0.91 to 1.59 m³/h	⅜ US gpm 0.09 m³/h	1500 US gpm 340.7 m³/h
6"	1½ to 2500 US gpm 0.34 to 567.81 m³/h	5 to 1600 US gpm 1.14 to 363 m³/h	¾ US gpm 0.17 m³/h	3100 US gpm 704.1 m³/h
8"	2 to 4000 US gpm 0.45 to 908.5 m³/h	8 to 2800 US gpm 1.8 to 636 m³/h	1 US gpm 0.23 m³/h	5000 US gpm 1135.6 m³/h
10"	2 to 6500 US gpm 0.45 to 1476.31 m³/h	8 to 4400 US gpm 1.8 to 999 m³/h	1 US gpm 0.23 m³/h	8000 US gpm 1817 m³/h

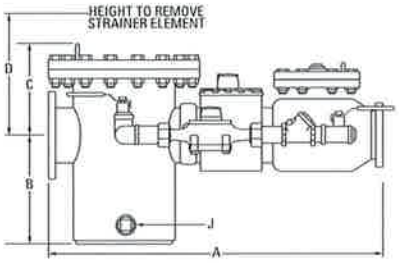
Dimensions

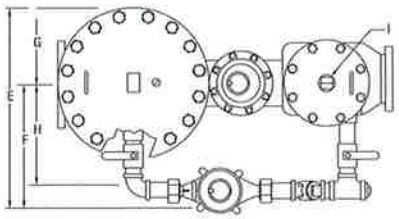
Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	G in/mm	H in/mm	I in/mm	J in/mm	Weight lbs/kg
4"	33 838	10 254	10¾ 273	17½ 445	22 559	15¼ 387	6¾ 171	12 305	2 51	2 51	215 98
6"	45 1143	11 1/16 281	11⅜ 289	21¼ 540	29 737	19½ 495	9½ 241	16 406	2 51	3 76	570 258
8"	53 1346	11 13/16 300	13 29/64 342	25⅞ 657	34¼ 870	21¾ 552	12½ 318	17 432	3 76	3 76	765 347
10"	68 1727	14 13/16 376	15 381	30 1/16 764	36¼ 921	22½ 572	13¾ 349	18 457	3 76	3 76	900 408

Registration

Registration (per sweep hand revolution)	Disc Side			Turbine Side		
	1"	1½"	2"	4"	6"	8" & 10"
1,000 US Gallons					✓	✓
100 Gallons		✓	✓	✓		
100 Cubic Feet					✓	✓
10 US Gallons	✓					
10 Cubic Feet		✓	✓	✓		
1 Cubic Foot	✓					
10 Cubic Metres					✓	✓
1 Cubic Metre			✓	✓		
0.1 Cubic Metre	✓	✓				

Register Capacity (6 active wheel odometer)	Disc Side			Turbine Side		
	1"	1½"	2"	4"	6"	8" & 10"
1,000,000,000 Gallons					✓	✓
100,000,000 Gallons		✓	✓	✓		
100,000,000 Cubic Feet					✓	✓
10,000,000 Gallons	✓					
10,000,000 Cubic Feet		✓	✓	✓		
10,000,000 Cubic Metres					✓	✓
1,000,000 Cubic Metres			✓	✓		
1,000,000 Cubic Feet	✓					
100,000 Cubic Metres	✓	✓				





Specifications

Application
- Cold water measurement of flow in one direction

Maximum Operating Pressure
- 175 psi (1206 kPa)

Register
- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator

Measuring Element
- AWWA Class II Turbine, hydrodynamically-balanced rotor, nutating disc

Flanges
- Round flanged ends per AWWA C207, Class D

Approvals
- NSF/ANSI 61
- NSF/ANSI 372
- UL Listed
- FM Approved

Options

Sizes
- 4", 6", 8", and 10"

300 Series Stainless Steel Strainer Cover and Valve Cover

300 Series Stainless Steel Bolts

Left Side Bypass

Units Of Measure
- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Register types
- Remote reading systems*: ProRead™, ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3
- Reclaim

Companion Flanges
- Cast iron
- Bronze (4" only)

Special Meter Flanges**
- 12" (for 10" meter size)

**Consult factory for meter performance specifications when fitted with ARB.*

***Non-UL/FM approved.*

Guaranteed Systems Compatibility

All HP PROTECTUS III S fire service meters are guaranteed adaptable to our ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3, and Neptune meter reading systems without removing the meter from service.

Warranty

Neptune provides a limited warranty with respect to its HP PROTECTUS III S fire service meter for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of the UME.

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Be Confident with Sustained Accuracy Over Time

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes ⅝", ¾", and 1"
- Extended low-flow range and accuracy
- No maintenance
- Accuracy sustained over meter life
- Advanced ultrasonic technology
- MACH 10®)R900*i*™ features interleaved messages to support AMR, AMI, and the open-standards LoRaWAN™ AMI network simultaneously
- Supports Neptune Network-as-a-Service (NaaS) managed AMI service

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Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL327B Certified (¾", 1")

Application

- Cold water measurement of flow in residential potable, combination potable and fire service, and reclaim/secondary water applications.

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Options

Sizes

- ⅝", ⅝" x ¾"
- ¾", ¾" x 1"
- 1", 1" x 1¼"

Units of Measure

- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Meter Options

- Potable water
- Reclaim water
- Residential fire service (combo or standalone meter service lines)

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Warranty

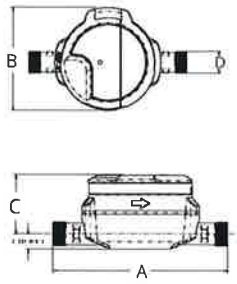
- Neptune provides a limited warranty with respect to its MACH 10 residential line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Available in MACH 10)R900*i* and MACH 10)TC configurations for an integrated radio solution.

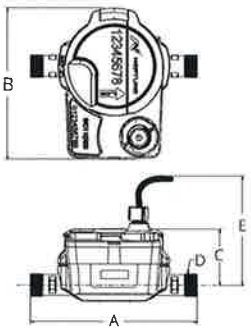
MACH 10® Dimensions

Meter Size	A	B	C	D NPSM
⅝"	7½"	4⅞"	2½"	¾" - 14
⅝" x ¾"	7½"	4⅞"	2½"	1" - 11½
¾"	9"	4⅞"	2⁹⁄₁₆"	1" - 11½
¾" SL	7½"	4⅞"	2⁹⁄₁₆"	1" - 11½
¾" x 1"	9"	4⅞"	2⁹⁄₁₆"	1¼" - 11½
1"	10¾"	4⅞"	2¹¹⁄₁₆"	1¼" - 11½
1" x 1¼"	10¾"	4⅞"	2¹¹⁄₁₆"	1½" - 11½



MACH 10®)R900i™ DIMENSIONS

Meter Size	A	B	C	D NPSM	E
⅝"	7½"	6¾"	2½"	¾" - 14	5⅞"
⅝" x ¾"	7½"	6¾"	2½"	1" - 11½	5⅞"
¾"	9"	6¾"	2⁹⁄₁₆"	1" - 11½	5¹⁵⁄₁₆"
¾" SL	7½"	6¾"	2⁹⁄₁₆"	1" - 11½	5¹⁵⁄₁₆"
¾" x 1"	9"	6¾"	2⁹⁄₁₆"	1¼" - 11½	5¹⁵⁄₁₆"
1"	10¾"	6¾"	2¹¹⁄₁₆"	1¼" - 11½	6¹⁄₁₆"
1" x 1¼"	10¾"	6¾"	2¹¹⁄₁₆"	1½" - 11½	6¹⁄₁₆"



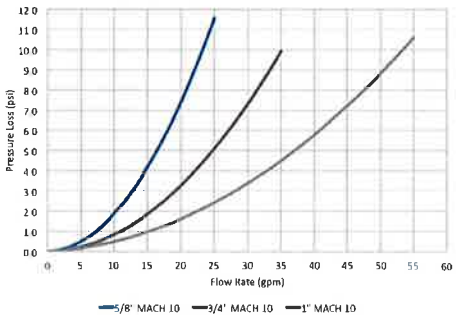
Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA C715 Standard Type 1	Extended Low Flow @ 100% Accuracy (+/- 3%)
⅝"	0.10 to 25 U.S. gpm 0.02 to 4.55 m³/h	0.2 to 20 U.S. gpm 0.23 to 4.5 m³/h	0.05 U.S. gpm 0.01 m³/h
¾"	0.10 to 35 U.S. gpm 0.02 to 6.82 m³/h	0.5 to 30 U.S. gpm 0.45 to 6.8 m³/h	0.05 U.S. gpm 0.01 m³/h
1"	0.40 to 55 U.S. gpm 0.11 to 11.36 m³/h	0.75 to 50 U.S. gpm 0.75 to 11.4 m³/h	0.25 U.S. gpm 0.03 m³/h

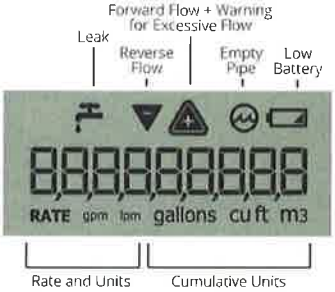
Registration

High Resolution (8-digit reading)	
0.1	U.S. Gallons
0.1	Imperial Gallons
0.01	Cubic Feet
0.001	Cubic Metres

Pressure Loss



LCD DISPLAY



LoRa Alliance Certified™

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Capture Ultra-Low Flows and Monitor Flow Direction

Neptune® ProCoder™)R900*i*™



The Neptune® ProCoder™)R900*i*™ combination absolute encoder register/radio frequency meter interface unit (RF MIU) makes it simple to collect metering data using multiple modes simultaneously and features a high-resolution, mechanical sweep hand to detect ultra-low flows as well as monitor direction of flow. Its interleaved mobile and high-power fixed network messages allow for simple migration from walk-by to mobile to fixed network reading – and back again – without site visits or reprogramming. Your utility can also review an account's consumption by the hour with 96 days of profile information, along with alerts for leak or backflow. Proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs.

- Easy to install/no programming required
- Interleaved mobile and high-power fixed network messages
- Read in walk-by, mobile, fixed modes simultaneously
- 96 days of hourly account history
- Leak, tamper, reverse flow detection

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Specifications

Electrical Specifications

- MIU Power: Lithium battery with capacitor

Transmitter Specifications:

- Two-way MIU
- Transmit Period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC Verification: Part 15.247
  - Transmitter Channels: 50 frequency-hopping, spread-spectrum
  - Channel Frequency: 910 to 920 MHz
- Encoder Register Reading Interval:
  - Every 15 minutes
- Data Logging Interval:
  - 96 days of hourly data

Environmental Conditions

- Operating Temperature: -22°F to +149°F (-30°C to +65°C)
- Storage Temperature: -40°F to +158°F (-40°C to +70°C)
- Operating Humidity:
  - Inside Set: 0 to 95%, condensing
  - Pit Set: 100% submersible

Materials

- Register Housing:
  - Inside Set: plastic polycarbonate
  - Pit Set: roll-sealed copper shell
- Lens:
  - Inside Set: plastic
  - Pit Set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna
- 18" coax
- 6' coax
- 20' coax

Resolution

Register Capacity

	Size	G	ft³	m³
T-10®(Includes disc side of TRU/FLO®)	⅝", ¾", 1"	10,000,000	1,000,000	100,000
T-10 (Includes disc side of HPPIII)	1.5", 2"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	1,000,000,000	100,000,000	10,000,000

High Resolution (8-digit reading)

	Size	G	ft³	m³
T-10 (Includes disc side of TRU/FLO)	⅝", ¾", 1"	0.1	0.01	0.001
T-10 (Includes disc side of HPPIII)	1.5", 2"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	10	1	0.1

ProCoder Registration (Per Sweep Hand Revolution)

Type	Size	G	ft³	m³
T-10	⅝" - 2"	0.1	0.01	0.001
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	10	1	0.1
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	100	10	1

Options

Compatibility

- Available for ⅝"-2" T-10® water meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

Units of Measure

- U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

- 20 years (10/10); refer to specific Warranty Statement

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Strainers

SIZES: 1½", 2", 3", 4", 6", 8", and 10"



Neptune® strainers are designed and built for long-term, trouble-free performance in water pipeline service. They are specially designed for installation with HP Turbine or TRU/FLO® compound meters and are compatible with all other makes as well.

Neptune recommends that a strainer be installed with each HP Turbine or TRU/FLO Compound meter to prevent meter damage and to ensure accurate registration regardless of the configuration of the meter installation.

Performance

When installed at the inlet of a turbine or compound meter, the strainer performs two very important functions:

- It provides protection against damage to the turbine meter measuring element from debris or foreign material in the pipeline.
- The stainless steel, plate-type strainer element is designed to improve the velocity profile of the flow stream entering the meter. This velocity profile improvement optimizes turbine meter performance. Good metering practice normally requires 8 to 10 diameters of straight pipe at the meter inlet to minimize velocity profile distortion caused by upstream valves or other fittings. The Neptune strainer reduces this long straight-run requirement and simplifies meter installation.

Construction

Neptune strainers are built of the highest-quality, time-proven materials available for water pipeline service. Strainer bodies and covers in 1½" through 10" sizes are made of lead free, high-copper alloy or Rilsan® nylon-coated ductile iron. Strainer elements and cover bolts in all sizes are stainless steel.

Neptune strainers are rated at 150 psi working pressure. Each strainer is hydrostatically tested at 300 psi before shipment to ensure hydraulic integrity.

Warranty

Neptune provides a limited warranty with respect to its strainers for performance, materials, and workmanship. For owner maintenance purposes, Neptune offers a complete inventory of replacement parts. When required, maintenance is easily accomplished without removing the strainer from the service line.

KEY FEATURES

Lead free, high-copper alloy or Rilsan nylon-coated ductile iron body ensures durability; chemical and corrosion resistant

NSF/ANSI 61 certified and NSF/ANSI 372 compliant

Low head loss

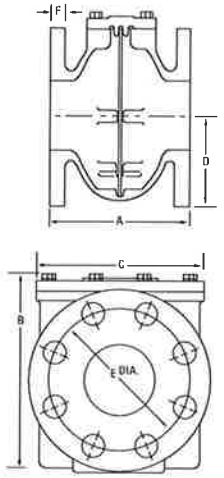
Stainless steel strainer plate and cover bolts

Height to center line matches Neptune HP Turbines for easy installation

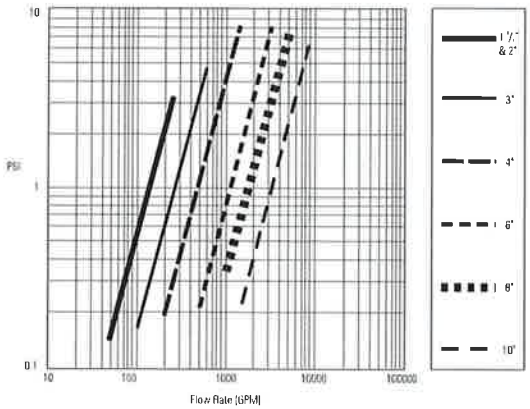
In-line serviceability

Dimensions

Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	No. of Holes	Hole Dia. in/mm	Weight lbs/ kg
1 ½"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
2"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
3"	6 152	8 ½ 216	8 ¾ 222	3 ¾ 95	6 152	⅝ 16	4	¾ 19	30 13.6
4"	7 ½ 191	9 ¾ 248	10 ½ 267	4 ½ 114	7 ½ 191	11/16 17	8	¾ 19	42 19.0
6"	9 229	11 ¾ 298	11 ½ 292	5 ½ 140	9 ½ 241	⅞ 22	8	⅞ 22	70 31.8
8"	10 254	14 356	13 ½ 343	6 ¾ 171	11 ¾ 298	1 ⅛ 29	8	⅞ 22	120 54.5
10"	15 381	18 ¼ 464	18 ¼ 464	8 203	14 ¼ 362	1 3/16 30	12	1 25	160 72.6



Pressure Loss



Options

Rilsan nylon-coated ductile iron

Lead free, high-copper alloy

Maximum Operating Pressure

150 psi

Part Numbers

Lead Free, High-Copper Alloy

- 1½" 53145-000
- 2" 53120-000
- 3" 53107-000
- 4" 53107-100
- 6" 52000-201
- 8" 52000-304
- 10" 52000-402

Lead Free, Rilsan Nylon-Coated Ductile Iron

- 1½" 53145-100
- 2" 53120-600
- 3" 53107-600
- 4" 53107-700
- 6" 52000-601
- 8" 52000-704
- 10" 52000-802

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Trimble Ranger 3XE Handheld Data Collector



Streamline and Automate Water Measurement

When you work with the Neptune® R900® System, you'll streamline and automate processes to help your workforce be more efficient in their jobs, saving your utility time and money. The Trimble Ranger 3XE's intuitive design reduces training time, and our automated features ensure that the data you collect is accurate and easy to share with other departments. And if you need it, you can count on our support staff to resolve issues quickly and efficiently. Neptune's systems provide the foundation that you can build on, turning data into meaningful information to improve accuracy, identify hidden causes of loss, and streamline operations.

Protect Assets While Adopting New Technologies

Neptune has designed the R900 System to ensure that individual components work easily with past generations of equipment, and will work just as seamlessly with future innovations as your utility's needs evolve. For instance, the Trimble Ranger 3XE maintains support to read R900® MIUs through its internal HR2650i receiver. The Ranger lets you choose manual keyed entry, probed, and walk-by RF data collection methods at any time. The Ranger can also be paired via Bluetooth with the R900® Belt Clip Transceiver (BCT). This enables features such as RF-activated data logging to extract 96 days' worth of hourly consumption data from the new enhanced R900 or E-CODER®)R900*i*™ for an individual account. You can phase in these and other new features and equipment at your own pace, confident that Neptune will support your future needs without leaving stranded assets.

Address Customer Issues And Improve Service

With the Trimble Ranger 3XE and R900 BCT, access to the meter is not an issue, so your meter readers can quickly capture the information they need remotely. Your field personnel can now have AMI functionality in the palm of their hand, with immediate access to detailed interval data as well as flags for leaks, tamper, and reverse flow from E-CODER®-equipped meters. They can generate graphs of a customer's water consumption and show the customer on-screen exactly when excessive water usage occurred or when a probable continuous leak began. Seeing usage patterns and receiving alerts will help your utility proactively improve your customer service, heading off high bill complaints, reducing delinquent payments, and avoiding write-offs in the process.

KEY BENEFITS

Increases Efficiency

- Supports multiple data collection methods – manual keyed entry, probed, and mobile RF
- Integrated HR2650i receiver for easy transition to mobile RF
- Supports two-way communication to R900 when connected to R900 Belt Clip Transceiver (BCT)

Protects your meter reading data

- SD card backup
- Meets MIL-STD-810G for impact, vibration, humidity, altitude, and extreme temperatures
- Meets IP67 for protection against dust and water intrusion

Analyze data at the source

- View data logging graphs in the field to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Specifications

Operating System

- Windows Mobile 6.5 Professional

Software Application

- N_SIGHT® (version 4.7 or later)

Processor

- TI AM3715 Sitara ARM Cortex-A8 processor at 800 MHz

Memory

- 256 MB RAM

Display

- 4.2 in (10.6 cm), 640 x 480 pixel, VGA TFT with LED backlighting

Keyboard:

- QWERTY full keypad with number pad, directional buttons with 4 programmable buttons

Power Supply

- Rechargeable lithium ion battery pack – 11.1V, 2500 mAh, 27.8 Wh
- Power management system
- Integrated charge status and low battery indicator
- Typical 10+ hour work day

Communication

- Bluetooth 2.0 + EDR
- WiFi (802.11b/g)

WWAN Radios

- HSDPA, Tri-band
- HSDPA/UMTS: 850/1900/2100 MHz, Quad-band
- GSM/GPRS/EDGE
- CDMA

Audio

- Integrated speaker and microphone

AMR RF Receiver

- HR2650i integrated receiver, Also compatible via Bluetooth with R900 BCT

Dimensions

- Height: 1.9" (4.8 cm)
- Width: 5.2" (13.1 cm)
- Length: 10.5" (26.6 cm)
- Weight: 2.3 lbs. (1.04 kg) including rechargeable battery and stylus

Temperature Range

- Operating: -22°F to +140°F (-30°C to +60°C)
- Storage: -40°F to +158°F (-40°C to +70°C)
- Humidity: 90% RH temp cycle -4°/+140°F (-20°C/+60°C)

Environmental – Meets or Exceeds:

- Water: IEC-529, IP67
- Sand & Dust: IEC-529, IP67
- Drop: MIL-STD-810G, Method 516.6, Procedure IV
- Vibration: MIL-STD-810G, Method 514.6, Procedure I, II
- Operating and Storage Temperature: MIL-STD-810G, Method 501.5 – Procedure I, II, Method 502.5 – Procedure I, II, III
- Temperature Shock: MIL-STD-810G, Method 503.5, Procedure I
- Humidity: MIL-STD-810G, Method 507.5
- Altitude: MIL-STD-810G, Method 500.5, Procedure I, II, III

Approvals

- FCC, CE, R&TTE, IC (Canada), C-tick, GCF compliant, RoHS compliant, Section 508 compliant, AT&T certified, WiFi Alliance certified, MIL-STD-810G, IP67, MIL-STD-461

Accessories

- Ethernet communications and charging cradle
- Replacement lithium-ion battery
- Hand strap
- AC power adapter
- Anti-glare screen protector
- Stylus

Warranty

- Two year comprehensive warranty
- Hardware and software maintenance contracts available

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E-CODER®)R900*i*™



Protect And Expand Your Technology Investments

Neptune® designed the R900® System to make it easy for your utility – installation, everyday use, and expansion for the future without stranded assets. The E-CODER®)R900*i*™ combination absolute encoder register/ radio frequency meter interface unit (RF MIU) is a perfect example of all of the above. Not only does it work with past generations of meters and meter reading systems, but seamless integration is built into this single-unit end-point itself, providing two-way communications of advanced metering data. The E-CODER)R900*i*'s interleaved mobile and high-power fixed network messages allow for simple migration from mobile to fixed network reading without site visits or reprogramming.

Streamline Operations And Manage Resources

In addition to eliminating the need for programming, the E-CODER)R900*i* has no external wires, making installation easier, faster, and less costly; plus it reduces potential vandalism or tamper. As with the rest of the R900 System, the design of the unit is intuitive and user-friendly so that minimal training is required for operation. It's designed to help manage time, labor, and other resources. The radio frequency transmission of the E-CODER)R900*i* can save your utility significant amounts of time in terms of both meter reading and billing, and provide flexibility to reallocate personnel to different tasks or departments depending on your changing workforce needs.

Do More With Detailed, Actionable Data

The types of data your utility can generate through the E-CODER)R900*i* can take you far beyond a simple meter reading for a monthly bill. Hourly consumption profile information over an account's last 96 days, along with alerts for leak or backflow, help to proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs. Using Neptune® 360™ host software, your utility can leverage detailed data from the E-CODER)R900*i* to balance water produced versus water consumed, group accounts for District Metered Area analysis, and track and manage Non-Revenue Water. From increasing efficiencies to pinpointing possible tamper or water theft to aiding customer service, the data supplied by the E-CODER)R900*i* can help your utility make better, more confident decisions.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- No external wires
- Reduces labor cost
- Reduces potential wire vandalism and damage

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247:
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity:
  - Inside set - 0 to 95%, condensing
  - Pit set - 100% submersible

Materials

- Register housing:
  - Inside set: plastic polycarbonate
  - Pit set: roll-sealed copper shell
- Lens:
  - Inside set: plastic
  - Pit set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna:
  - 18" Coax
  - 6' Coax
  - 20' Coax

Options

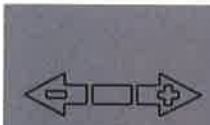
Compatibility

- Available for all sizes and makes of current Neptune meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

20 years (10/10); refer to specific Warranty Statement

	**FLOW INDICATOR** Shows the direction of flow through the meter: ON Water in use. OFF Water not in use. Flashing Water is running slowly. (-) Reverse flow. (+) Forward flow.
	**LEAK INDICATOR** Displays a possible leak: OFF No leak indicated. Flashing Intermittent leak indicates that water has been used for at least 50 of the 96 15-minute intervals during a 24-hour period. On Continuously Indicates water use for all 96 15-minute intervals during a 24-hour period.
RATE	**RATE OF FLOW** Average flow rate is displayed every twelve seconds on LCD display.
	**LCD DISPLAY** Nine-digit LCD displays the meter reading in billing units of measure: U.S. gallons, cubic feet, Imperial gallons, or cubic metres. 1 E-CODER basic reading/customary 6-digit remote reading 2 Customary sweep hand digits 3 E-CoderPLUS reading (8-digit remote reading) 4 Testing units used for diagnostics 5 Extended reading units 6 Customary billing units

1. Internal Antenna
2. Optional Antenna Port
3. Solar Panel
4. Date of Manufacture
5. LCD Display
6. T-10® Meter



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Superior Accuracy. Zero Maintenance.

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state ultrasonic technology including a factory-calibrated, replaceable unitized measuring element (UME) with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 3", 4", and 6"
- Advanced ultrasonic technology with easily replaceable UME design
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Available in standard turbine and compound lay lengths
- Lead free, high-copper alloy maincase
- Open flow path design with low pressure loss

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Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

Cold water measurement of flow in potable water applications

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Options

Units of Measure

- U.S. gallons, cubic feet, cubic metres

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Warranty

- Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Compatible with Neptune R900® and CMIU. Also available in MACH 10®)R900*i*™and MACH 10®)TC configurations for an integrated radio solution.

Operating Characteristics

Meter Size	Extended Low Flow @ 100% Accuracy (+/- 3.0%)	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity
3"	0.50 U.S. gpm	0.625 to 500 U.S. gpm	500 U.S. gpm
4"	0.75 U.S. gpm	1.0 to 1200 U.S. gpm	1200 U.S. gpm
6"	1.0 U.S. gpm	1.5 to 2000 U.S. gpm	2000 U.S. gpm

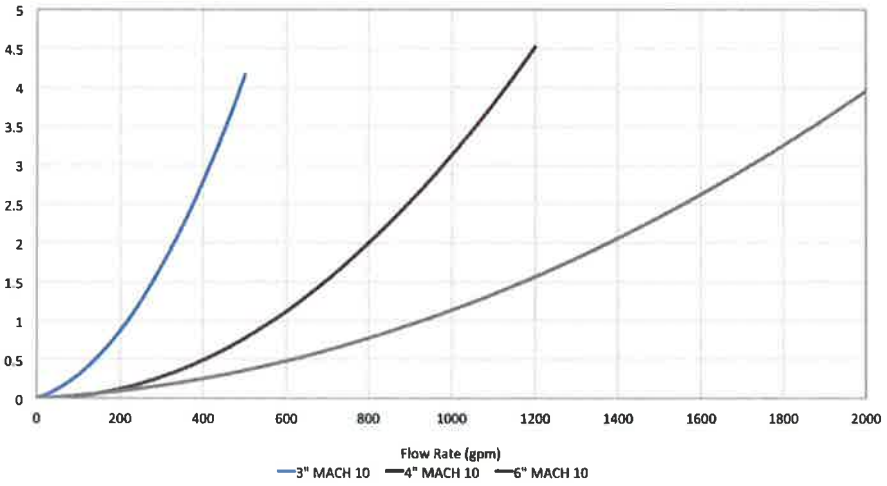
Dimensions

Meter Size	Length	Height
3"	12"	9½"
	17"	9½"
4"	14"	11"
	20"	11"
6"	18"	12¾"
	24"	12¾"

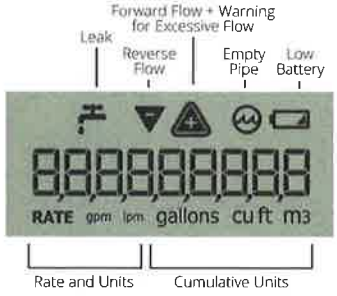
Registration

High Resolution (8-digit reading)	3"	4"	6"
1 U.S. Gallons	√	√	
10 U.S. Gallons			√
0.1 Cubic Feet	√	√	
1 Cubic Feet			√
0.01 Cubic Metres	√	√	
0.1 Cubic Metres			√

Pressure Loss



LCD Display



LoRa Alliance Certified™

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

MRX920™ Mobile Data Collector and MX900™ Software

Make Reading Success and Efficiency Automatic

Reliable, accurate, and field-proven, Neptune's MRX920™ mobile data collector – along with its MX900™ meter routes and mapping software – has helped water utilities across North America streamline, automate, and increase operational efficiencies. As part of Neptune's R900® System, the MRX920 helps transform data into actionable information that helps identify hidden causes of loss and optimize operational efficiency.



Strapped to the seat of your utility vehicle, the MRX920 reads up to fifty (50) meters simultaneously as your meter reader cruises down the streets. And in conjunction with the routes-integrated/Esri®-powered MX900 mapping, meter reading is automatic, fast, and effortless for your meter readers, accurate with less manpower deployed for your utility.

The MRX920 comes with Bluetooth capability, so your meter readers have the option of wirelessly updating routes and uploading the latest readings to the host system remotely and in near real-time without having to return to the office[1,2].

Additionally, Neptune has ported its well-established R900 radio frequency (RF) architecture to the latest release of MRX920 using software-defined radio (SDR) technology. This means all Neptune data collection systems have a common, core code base which translates to faster availability of new features and functionalities for your utility.

Make Migration to Other Technology Simple

The R900 System is designed to easily accommodate and support past generations of meters, encoder registers, and data collectors – while at the same time giving your utility the flexibility to incorporate future innovations as needed. The MRX920 is no exception, providing seamless compatibility with all generations of R900 MIUs. Its industry-leading performance can save days or even weeks for your meter reading routes, and new features within its MX900 software, such as Esri-powered mapping and wireless mobility, make valuable data available in real time as you read your system. Feel free to phase in these new features and equipment at your own pace, secure in the knowledge that Neptune will support your future needs without leaving you with stranded assets.

KEY BENEFITS

Reduced Meter Reading Time

- Reads up to fifty (50) meters simultaneously

Simple Access to Actionable Data

- Esri-powered GIS maps[1] show meter reading and flag status
- Wireless mobility – communicate meter reading data back to N_SIGHT® in real time[1]
- User-configurable advanced filtering shows you only the information you need
- Data logging and off-cycle reads without physical access to the meters

Analyze Data at the Source

- View data logging graphs in the field and share with homeowner to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER®-equipped meters

[1] *Optional MX900™ Mapping and Mobility module required. Mobile computing device recommended and not included.*
[2] *Cellular or Internet connection required.*

Save Your Utility – and Your Customers – Time and Money

While the R900 System always allows your utility to migrate forward to implement fixed network data collectors, or backward to use RF technology for individual off-cycle readings or data logging, using the MRX920 and MX900 software as a part of your system makes for fast and simple access to information that can provide effective resolutions to customers' water-related issues. With detailed consumption data in hand while working in the field, along with proactive alerts of leaks and backflow conditions, you can enhance customer service. In the process, you can even preempt high bill complaints, reduce delinquent payments, and eliminate write-offs.

Specifications

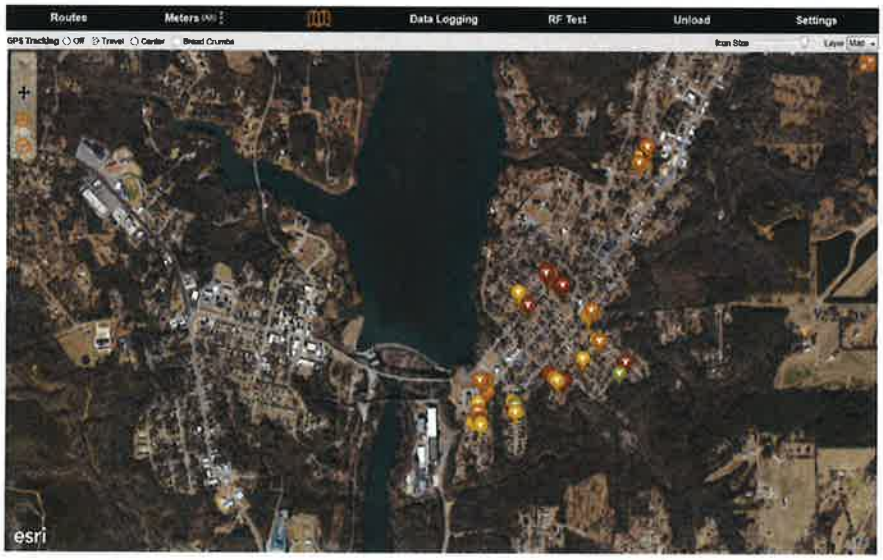
Physical Specifications

- Dimensions:
  8" (width) x 3.15" (height) x 11" (length excluding connections and handle)
- Weight: ~5 lbs

Electrical Specifications

- Power consumption: < 1A
- Power supply: 12V DC via vehicle power source adapter





Neptune recommends the following mobile computing hardware specifications for optimal performance:

- 12.1" XGA (800 x 600) minimum
- 89-key keyboard
- Operating System:
  - Windows® 7 Professional 32 & 64
  - Windows® 8 Professional 32 & 64
  - Windows® 8.1 Professional 64
  - Windows® 10 Professional 64
- .Net Framework 4.5 or higher
- Processor: Intel Pentium 1.7 Ghz or faster processor
- Memory: 1 GB minimum
- Communication
  - Internal 802.11 b/g wireless LAN
  - Windows Wireless Connection Manager (if Bluetooth connection to the receiver is desired, Bluetooth v2.1 + EDR required)
- USB 2.0
- GPS receiver (required for the mapping and mobility module)
- Minimum of 2 GB of available hard drive space

Environmental Conditions

- Operating temperature:
  -4°F to +122°F (-20°C to +50°C)
- Storage temperature:
  -40°F to +185°F (-40°C to +85°C)
- Operating humidity: 5 to 95% non-condensing relative humidity

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Wall or Pit Meter Interface Unit (MIU)



Build Onto Your Existing Technology Investment

As part of Neptune's R900® System, the R900® meter interface unit (MIU) was designed for flexibility. Like its fellow system components, the R900 MIU works seamlessly with prior generations of equipment. At the same time, it allows your utility to incorporate innovations as you need. A single radio frequency unit that can transmit meter reading data using any reading method – mobile or fixed network – the R900 MIU never has to be reprogrammed. That makes migrating to new technologies simple whenever your utility is ready to implement them. When it's time to add new features or functionality, you can do it at your own pace, confident of continual system support without stranded assets.

Conserve Resources, Simplify Operations

With the pressures your utility faces, Neptune® knows you don't have time, personnel, water, or revenue to waste. That's why we designed the R900 MIU and the rest of the system for ease of use. In addition, the R900 MIU's interleaved, high-power, 1 Watt fixed network message reduces infrastructure costs while allowing reading in any mode – without separate reading systems, site visits, or any type of MIU reconfiguration. The R900 MIU provides fixed network transmission capability at all times, while it also transmits readings for walk-by or mobile methods. Making operations even easier, the user-friendly, intuitive R900 System design requires only minimal training, providing you flexibility to adapt to changes in your workforce and reallocate staff to different departments as needed.

Reduce Complaints, Delinquencies, And Write-Offs

Neptune's R900 MIU greatly improves access to meter readings, while delivering detailed consumption profile information as well as alerts for leak or backflow, helping your utility more proactively identify and resolve customers' questions. This accurate, timely data can be used to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

Because detailed data logging information from the last 96 days is always available, just waiting to be transmitted by the R900 MIU when needed, personnel can take care of a customer's issue then and there, in a single site visit. Not only can the data boost efficiency and customer service, but it will also help your utility make better-informed decisions going forward.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- Reduces labor cost

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: standard internal antenna
- Pit MIU: standard through-the-lid antenna
  - 18" Coax
  - 6' Coax
  - 20' Coax

Encoded Register Compatibility

- Neptune ARB® V, ProRead™, ProCoder™, and E-CODER®
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Options

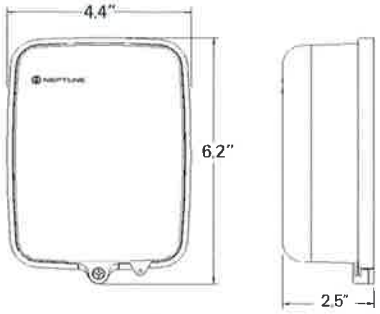
System Compatibility

- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

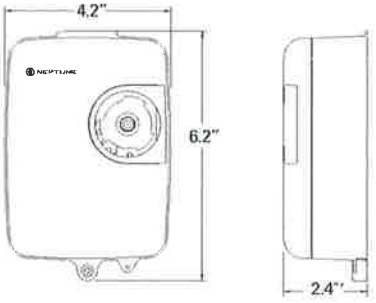
Warranty

20 years (10/10); refer to specific Warranty Statement

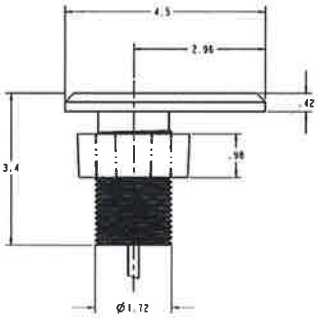
Dimensions



R900 Wall MIU



R900 Pit MIU



R900 Pit Antenna

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10® METER

SIZES: 1 ½" and 2"



Construction

Every Neptune® T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

See Neptune Meter Warranty Statement for warranty details.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

KEY FEATURES

Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

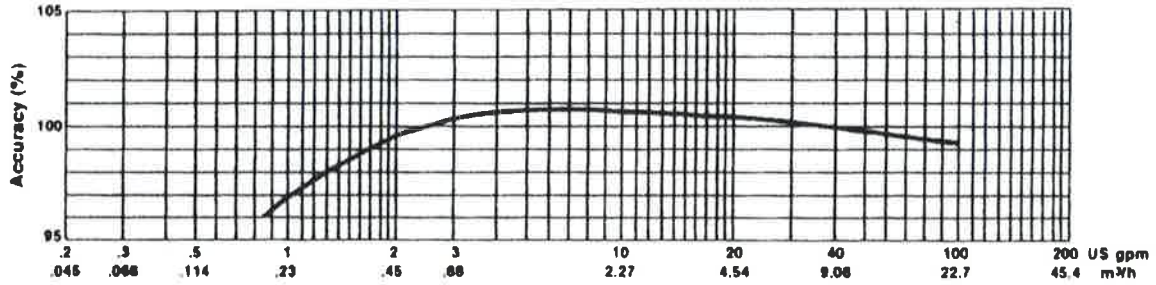
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 Certified
- NSF/ANSI 372 Certified
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Lead free, high-copper alloy provides residual value vs. plastic
- Electrical grounding continuity

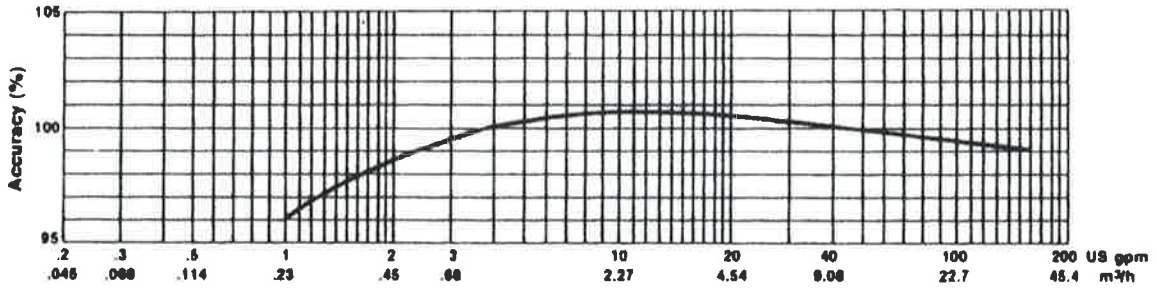
Nutating Disc Measuring Chamber

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by meter position or in-line piping stresses

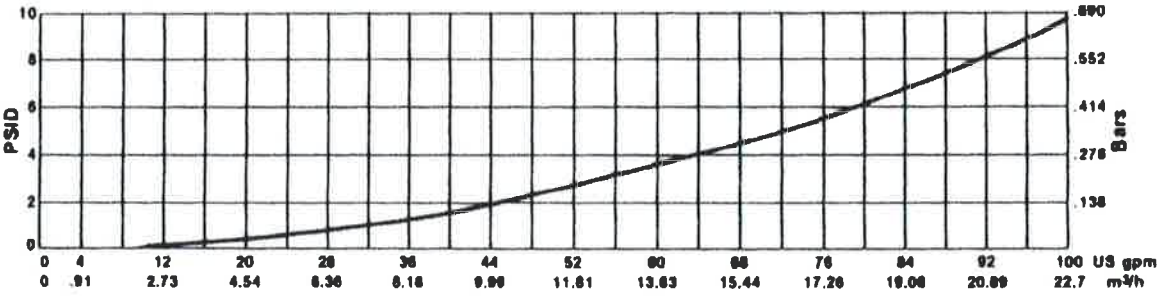
1 ½" Accuracy



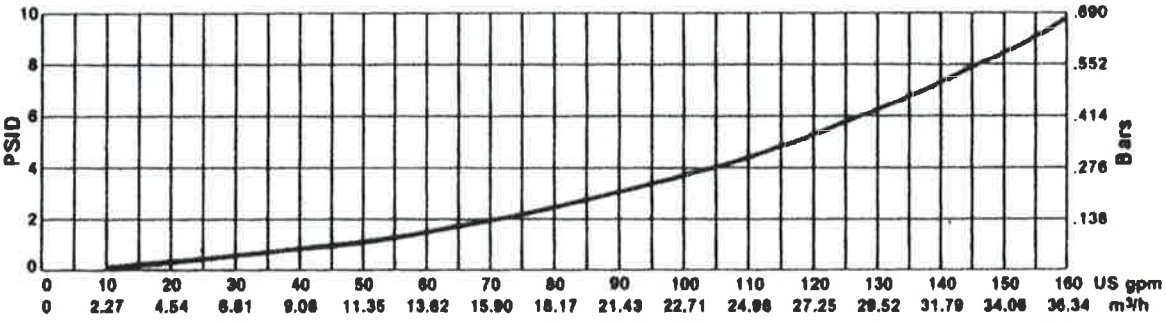
2" Accuracy



1 ½" Pressure Loss



2" Pressure Loss



These charts show typical meter performance. Individual results may vary.

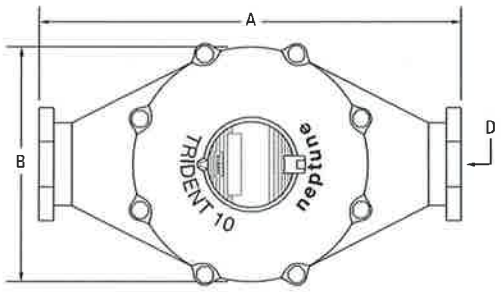
Operating Characteristics

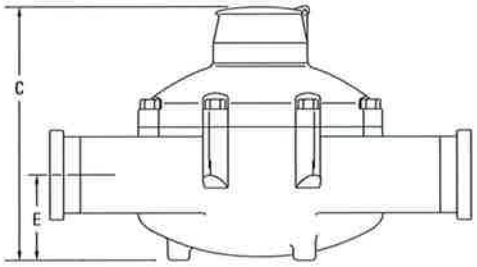
Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
1 ½"	2 to 100 US gpm 0.46 to 22.73 m³/h	5 to 100 US gpm 1.1 to 22.7 m³/h	¾ US gpm 0.17 m³/h
2"	2 ½ to 160 US gpm 0.57 to 36.36 m³/h	8 to 160 US gpm 1.8 to 36.3 m³/h	1 US gpm 0.23 m³/h

Dimensions

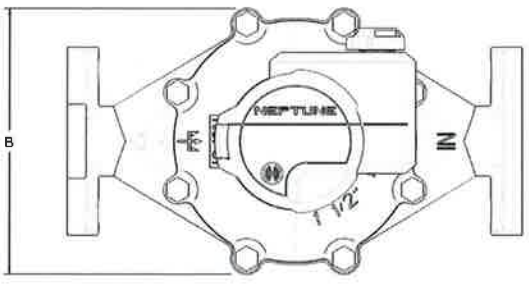
Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	C- E-CODER®) R900i™ or ProCoder™) R900i™	D- Threads per inch	D- Thread Type	E in/mm	Weight lbs/kg
1 ½" Screw End	12 5/8 321	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	11 1/2	1 1/2 NPT	2 9/16 65	31 14.1
1 ½" Flanged End	13 330	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	—	—	2 9/16 65	35 15.9
2" Screw End	15 1/4 387	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	11 1/2	2" NPT	3 1/8 79	40 18.1
2" Flanged End	17 432	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	—	—	3 1/8 79	44 20.0

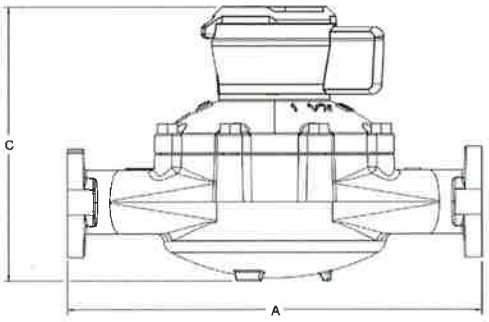
T-10 With Standard Register





T-10 With E-CODER®)R900i™ or ProCoder™)R900i™ Pit Register





Guaranteed Systems Compatibility

All T-10 meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI), ProCoder™, E-CODER® (ARB VII), E-CODER®)R900*i*™,E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune ARB® Utility Systems™ without removing the meter from service.

Specifications

Certification

- NSF/ANSI 61, NSF/ANSI 372

Application

- Cold water measurement of flow in one direction

Maximum Operating Water Pressure

- 150 psi (1,034 kPa)

Maximum Operating Water Temperature

- 80°F

Measuring Chamber

- Nutating disc technology design made from proprietary synthetic polymer

Registration

ProRead Registration (per sweep hand revolution)		1 ½"	2"
100	US Gallons	✓	✓
100	Imperial Gallons	✓	✓
10	Cubic Feet	✓	✓
1	Cubic Metre		✓
.01	Cubic Metre	✓	
Register Capacity ProRead, ProCoder, and E-CODER		**1 ½"**	**2"**
100,000,000	US Gallons	✓	✓
100,000,000	Imperial Gallons	✓	✓
10,000,000	Cubic Feet	✓	✓
100,000	Cubic Metres	✓*	
1,000,000	Cubic Metres	✓**	✓
E-CODER High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres		✓
0.001	Cubic Metres	✓	
ProCoder High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres	✓	✓

**ProRead and E-CODER only **ProCoder only*

Options

Sizes

- 1 ½" flanged or threaded end
- 2" flanged or threaded end

Units of Measure

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types

- Direct reading: Bronze box and cover
- Remote reading: ProRead Absolute Encoder, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Measuring Chamber

- Synthetic polymer

Companion Flanges

- Lead free, high-copper alloy

Environmental Conditions

- Operating temperature: +33°F to +49°F (0°C to +65°C)
- Storage temperature:
- +33°F to +158°F (0°C to +70°C)

Test Ports

- 1" (optional)

NEPTUNE TECHNOLOGY GROUP

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Belt Clip Transceiver

Automate Measurement to Activate Operational Efficiency

As part of the Neptune® R900® System, the R900® Belt Clip Transceiver (R900 BCT) is your utility personnel's partner in mobile meter reading and in-field customer support and is now iOS compatible.

The R900 BCT's two-way communications to the R900® MIU eliminate meter access issues and speed up retrieval of valuable data logging information – up to 96 days of historical hourly consumption data from an individual account. In addition, its exceptional radio frequency (RF) throughput reduces meter reading time, especially in high-density environments. Field personnel can even read R900s while performing maintenance or other tasks when taking advantage of the R900 BCT's unattended operations mode. These automated features ensure you collect accurate data that can be turned into meaningful information – to help improve accuracy, identify hidden causes of loss, and optimize the efficiency of your operations.

Move Ahead with Backward Compatibility and Forward Innovation

The R900 BCT, as with the rest of the Neptune R900 System, works with past generations of equipment while remaining flexible to incorporate innovations as needed. The R900 BCT maintains support to read previous generations of R900 MIUs yet introduces powerful software-defined radio (SDR) technology to support the new advanced two-way features of the R900 System. Now, the R900 BCT is capable of reading electric, bubble-up ERT® devices and processing SCM or SCM+ message files that these ERT devices transmit. This gives utilities the freedom of equipping with just the R900 BCT to read both water and electric meters.

So, go ahead and phase in new features and equipment at your own pace with confidence that Neptune will support your future needs without leaving you with stranded assets.

Present Consumption Data in the Field for Proactive Customer Service

Simplified access to critical information means your utility can provide even more proactive customer service. Pairing the R900 BCT with a handheld device or a mobile device running Neptune software, your personnel can maximize their efficiency in the field, with the flexibility to perform impromptu service calls and address customer service issues on-site without a separate truck roll[1]. With the data literally in hand, they can share data logging graph information with homeowners. This on-the-spot, on-site presentment of how much water they used and when, helps head off customer complaints regarding high water bills, reduce delinquencies, and avoid write-offs.



KEY BENEFITS

Increases meter reading efficiency

- Increased RF throughput capabilities which reduce reading time in high-density R900 environments
- Two-way communications to R900 MIU which reduces time required to retrieve data logging information
- Unattended operations mode allows utility personnel to read R900s while performing other non-meter-reading-related job functions

No stranded assets

- Compatible with all generations of R900 MIUs
- Probe compatibility with Advantage and Pocket ProReader
- Connects via Bluetooth to Trimble Nomad or Trimble Ranger for meter reading
- Connects via Bluetooth to Android or iOS mobile devices for in-field customer support
- Software-defined radio technology enables the R900 BCT to be updated for compatibility with future products

KEY BENEFITS CONTINUED

Reads ERT devices

- Compatible with Itron electric ERT technology (bubble-up ERTs only)
- Processes SCM and SCM+ message format

Analyze data at the source with either a smart phone or tablet

- Test-read R900s in the field or before installation to obtain reading and E-CODER® flag events
- Retrieve 96 days of hourly interval data logging information
- View graph of data logging intervals in the field
- Share data logging graph information with homeowner to address high bill complaints

[1]Contact Neptune Customer Support for the latest device and operating system compatibilities.

Specifications

Communication: Bluetooth 2.1 or later and USB

Handheld Software Compatibility: N_SIGHT® version 4.7 or later

Power Supply

- Rechargeable lithium-ion battery pack – 5000 mAh capacity
- Field-replaceable, recommended replacement every 2 years

Memory: 4GB SD card

Device Compatibility

- Trimble Nomad 900B/900LE/1050B/1050LE, Trimble Ranger 3, and Android/iOS mobile devices[1]

Indicators

- Four LEDs identify Bluetooth communication, RF status, mode status, and battery status

Dimensions

- Height: 3.58" (9.1 cm)
- Width: 1.66" (4.22 cm)
- Length: 5.75" (14.6 cm)

Weight: 1.1 lbs. (499g) including rechargeable battery

Temperature Range

- Operating: -4°F to +122°F (-20°C to +50°C)
- Storage: -40°F to +185°F (-40°C to +85°C)

Accessories

- Spare battery
- Spare battery charger
- Belt clip
- SD card
- 12V USB vehicle power cable

Warranty

- One-year comprehensive warranty
- Hardware maintenance contracts available

Receiver Channels: 50

Number of Simultaneous Channels: 8

Approvals

- FCC Class B
- IC

Mode Overview

	Normal	Unattended Operations	USB Mass Storage
Bluetooth Pairing to Devices	Required	N/A	No. Used for firmware updates and transfer of data via USB from SD card to Neptune software
Trimble Nomad 900B/900LE/ 1050B/1050LE Compatible	Yes	N/A	
iOS App Compatible	Yes	N/A	
Android App Compatible	Yes*	N/A	
R900 Compatible	Yes	Yes	
Advantage / Pocket ProReader Compatible	Yes	No	
Data Logging Compatible	Yes	No	
SD Card Data Storage	Yes	Yes	

**Advantage/Pocket ProReader and data logging not supported in Android NGO app.*

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

Fire Hydrant Meter

SIZE: 3"

The Neptune® Fire Hydrant water meter is designed for mobile use in metering flows from fire hydrants. The meter measures a wide flow range to maximize revenue. It meets or exceeds the latest performance requirements of AWWA. Maximum flow rates may be exceeded by 25% for intermittent flows.

The Fire Hydrant water meter consists of a lightweight, aluminum maincase fitted with a 2" gate valve, a turbine measuring element, and a roll-sealed register.

Construction

The aluminum maincase is Xylan® coated for corrosion resistance and is lightweight, compact, and easy to handle. This meter features a unique "balanced handle" which makes carrying and installing it easier than any other fire hydrant meter on the market. A 2" gate valve enables the user to regulate the water flow without opening and closing the fire hydrant.

The unitized measuring element (UME) allows for quick and easy interchangeability.

Exclusive dual graphite bearings provide equalized rotor loading for accuracy over a broad flow range. The thrust-compensated rotor configuration relieves pressure on the thrust bearings, which minimizes wear and provides sustained accuracy over an extended operating life. A tamper-resistant stainless steel calibration vane allows recalibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Warranty

Neptune provides a limited warranty with respect to its Fire Hydrant meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by replacement of major components or a factory-calibrated UME.

KEY BENEFITS

Roll-Sealed Register

- Permanently-sealed, magnetic-driven register assembly eliminates leaking and fogging
- Locking register lid secures during transportation, protecting register lens
- Glass lens ensures readability and scratch resistance
- Tamperproof design prevents vandalism and allows in-service replacement of register

Cast Aluminum Maincase

- NSF/ANSI 372
- Xylan coating ensures maximum corrosion resistance
- Lightweight material ensures easy handling
- Single, balanced carrying handle provides for easy, one-person installation
- 2" gate valve allows safe pressurization of measuring element and regulation of water flow

Turbine Measuring Element

- Wide flow ranges at 98.5%-101.5% accuracy ensure maximized revenues
- Direct coupling of rotor to gear train ensures accurate registration
- UME makes maintenance easier and faster
- Stainless steel calibration vane ensures accurate registration and makes calibration easier

Specifications

Application

- Cold water measurement of flow in one direction

Maximum operating pressure

- 150 psi

Normal operation range

- 5-450 gpm (at accuracy of 100 +/- 1.5%)

Register type

- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator
- Bronze box with locking cover

Strainer

- Plastic

Registration

- Per sweep hand revolution: 100 gallons, 10 cubic feet, 1 cubic metre

Register capacity (six-wheel odometer)

- 100,000,000 gallons
- 10,000,000 cubic feet
- 1,000,000 cubic metres

Measuring element

- AWWA Class II Turbine

Options

Size

- 2½" outlet (with 2½" gate valve)

Strainer

- Stainless steel (internal)

Orifice plate

- Size for application

Units of measure

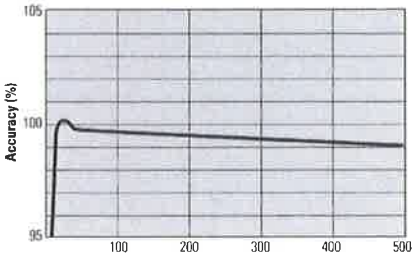
- U.S. gallons, cubic feet, cubic metres

Connections

- Less Coupling: 3" x 2" NPT
- With Coupling: 2½" NH

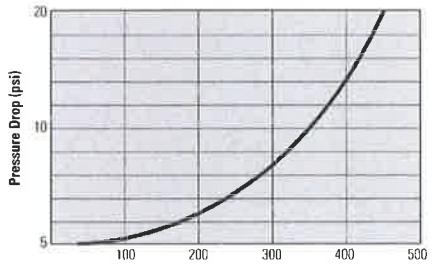
ACCURACY CHART

(Rate of Flow in Gallons per Minute)



PRESSURE LOSS CHART

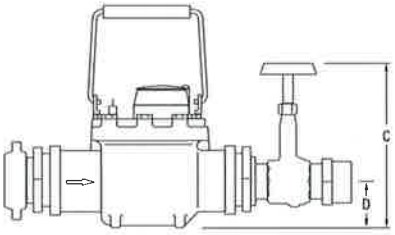
(Rate of Flow in Gallons per Minute)



These charts show typical meter performance. Individual results may vary.

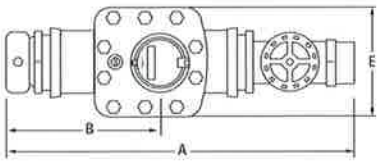
Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Maximum Intermittent Flow	AWWA Standard
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h



Dimensions

3" Fire Hydrant	A inches	B inches	C inches	D inches	E Inches	Weight lbs.
Less Coupling	15 ½	7 ½	11 ½	2 ⅞	7 ½	23
With Coupling	19 ¼	10	11 ½	2 ⅞	7 ½	29



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MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT B
COST SCHEDULE

	A	B	C	D
1				
2			**City of Cocoa**	
3			**Sunstate Meter & Supply, Inc. - Neptune Products Price List**	
4				
5	**Warehouse Inventory #**	**Part Number**	**Item Description**	**Unit Price**
6	673-008-00005	ED2B31RWG3	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 180.00
7	673-606-00016	ED2B31RWG3S334	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 180.00
8				
9		ED2D21RWG3	3/4" T10 BB Meter W/R900i Gallon Register	$ 209.00
10		ED2D21RWG3S334	3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 209.00
11				
12	673-008-00006	ED2F21RWG3	1" T10 BB Meter W/R900i Gallon Register	$ 256.00
13	673-606-00017	ED2F21RWG3S334	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 256.00
14				
15	673-008-00007	ED2H11RWG3	1 1/2" T10 Flanged Meter W/R900i Gallon Register	$ 421.00
16	673-008-00017	ED2H21RWG3	1 1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 421.00
17				
18	673-008-00008	ED2J11RWG3	2" T10 Flanged Meter W/R900i Gallon Register	$ 545.00
19	673-008-00018	ED2J21RWG3	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 545.00
20				
21		ET4HRWG3	1 1/2" HPT Meter W/R900i Gallon Register	$ 618.90
22		ET4HRWG3S334	1 1/2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 618.90
23				
24		ET4ARWG3	2" HPT Meter W/R900i Gallon Register	$ 620.00
25		ET4ARWG3S334	2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 620.00
26				
27		ET4BRWG3	3" HPT Meter W/R900i Gallon Register	$ 1,036.50
28		ET4BRWG3S334	3" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,036.50
29				
30		ET4CRWG3	4" HPT Meter W/R900i Gallon Register	$ 1,158.53
31		ET4CRWG3S334	4" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,188.53
32				
33		ET4DRWG3	6" HPT Meter W/R900i Gallon Register	$ 1,920.73
34		ET4DRWG3S334	6" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,920.73
35				
36		ET4ERWG3	8" HPT Meter W/R900i Gallon Register	$ 2,756.00
37		ET4ERWG3S334	8" HPT Meter W/R900i RECLAIMED Gallon Register	$ 2,756.00
38				
39		ET4FRWG3	10" HPT Meter W/R900i Gallon Register	$ 4,603.00

	A	B	C	D
40		ET4FRWG3S334	10" HPT Meter W/R900i RECLAIMED Gallon Register	$ 4,603.00
41				
42	673-008-00020	EC2ARWG3	2" Tru Flo Compound Meter W/R900i Gallon Register	$ 1,420.73
43		EC3BRWG3	3" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,073.00
44		EC3CRWG3	4" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,426.82
45		EC3DRWG3	6" Tru Flo Compound Meter W/R900i Gallon Register	$ 4,024.40
46				
47		EP7C1RWG3	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 6,529.41
48		EP7D1RWG3	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 10,588.25
49		EP7E1RWG3	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 13,235.30
50		EP7F1RWG3	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 16,441.76
51				
52		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
53		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
54		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
55		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
56		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
57		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
58				
59		53120-000	2" Bronze Flanged Meter Strainer	$ 403.65
60		53107-000	3" Bronze Flanged Meter Strainer	$ 717.07
61		53107-100	4" Bronze Flanged Meter Strainer	$ 1,250.00
62		52000-201	6" Bronze Flanged Meter Strainer	$ 1,887.00
63		52000-304	8" Bronze Flanged Meter Strainer	$ 3,165.85
64		52000-402	10" Bronze Flanged Meter Strainer	$ 4,951.20
65				
66		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
67		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
68		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
69		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
70		9605-005	8" Strainer Installation Acc. Kit	$ 92.80
71		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
72				
73			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 180.00
74			5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 286.60
75				
76			3/4" Mach 10 Meter W/ Pigtail	$ 200.00
77			3/4" Mach 10 Meter W/ R900i Gallon Register	$ 306.60
78				

	A	B	C	D
79			1" Mach 10 Meter W/ Pigtail	$ 240.00
80			1" Mach 10 Meter W/ R900i Gallon Register	$ 346.00
81				
82			1 1/2" Mach 10 Meter W/ Pigtail	$ 600.00
83			1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 706.60
84				
85			2" Mach 10 Meter W/ Pigtail	$ 733.00
86			2" Mach 10 Meter W/ R900i Gallon Register	$ 840.00
87				
88			3" Mach 10 Meter W/ Pigtail	$ 2,266.00
89			3" Mach 10 Meter W/ R900i Gallon Register	$ 2,376.00
90				
91			4" Mach 10 Meter W/ Pigtail	$ 2,930.00
92			4" Mach 10 Meter W/ R900i Gallon Register	$ 3,040.00
93				
94			6" Mach 10 Meter W/ Pigtail	$ 4,933.00
95			6" Mach 10 Meter W/ R900i Gallon Register	$ 5,040.00
96				
97	3W1143	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,117.65
98				
99			Any Size/Model ProCoder Pit Style Gallon Register	$ 70.00
100			Any Size/Model Pit Style R900i Gallon Register	$ 159.00
101				
102			R900 Wall MIU - 25' Cable	$ 100.00
103			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 110.00
104	673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	$ 25.00
105			R900 Pit Lid Antenna - 20'	$ 33.00
106			R900 High Gain External Pit Antenna W/6' Cable	$ 112.00
107				
108			AT&T Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 375.00
109			AT&T Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 406.25
110			Verizon Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 406.25
111			Verizon Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 466.00
112				
113			Trimble Ranger 3XE Handheld Data Collector W/HR2650i Receiver	$ 5,950.00
114			Trimble Ranger 3 Charging and Communications Cradle	$ 498.00
115			R900 Belt Clip Transceiver v3.0	$ 2,500.00
116			MRX920v4 Mobile Data Collector	$ 9,950.00
117			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 127.90

	A	B	C	D
118			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 99.80
119				
120			R900 Gateway V4 Fixed Network Data Collector	$ 7,000.00
121			R900 Gateway 150W Solar Panel Assembly	$ 3,125.00
122			R900 Gateway UPS Outdoor Power System Assembly	$ 1,975.00
123			R900 Gateway antenna	$ 362.50
124				
125			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (0-5,000 Customers)	$ 5,100.00
126			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (5,000-10,000 Customers per endpoint per year)	$ 1.02
127			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (10,000-20,000 Customers per endpoint per year)	$ 0.76
128			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (20,000-50,000 Customers per endpoint per year)	$ 0.64
129			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.59
130			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (100,000 Customers per endpoint per year)	$ 0.51
131				
132			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (0-5,000 Customers)	$ 15,300.00
133			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (5,000-10,000 Customers per endpoint per year)	$ 3.06
134			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (10,000-20,000 Customers per endpoint per year)	$ 2.06
135			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (20,000-50,000 Customers per endpoint per year)	$ 1.89
136			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.78
137			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (100,000 Customers per endpoint per year)	$ 1.02
138				
139			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,700.00
140			Neptune 360 Additional Remote Training (4-hour training window)	$ 852.00
141			Neptune 360 On-Site Training (8 hours)	$ 1,704.00
142			Neptune 360 Professional Services (per hour fee)	$ 433.00
143			***All parts per published parts price list Form U676-21 - Receive 20 % Discount from published price.***	
144				
145			**Initial Pricing Term Valid Until - August 16, 2021**	
146			(3) Optional one-year extensions available upon mutual consent of both parties.	
147				
148			***Sunstate Meter & Supply, Inc.***	
149			***14001 W. Newberry Road, Newberry, Fl. 32669***	
150			**Phone: 352-332-7106**	
151			**Fax: 352-332-5604**	
152			**Contact: Jeff Kimbrough - Director of Sales**	
153			**Cell Phone: 352-516-9791**	
154			**Email: jeff@kimbroughsales.com**	
155			*Jeff Kimbrough - 5/28/2020*	

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT C
PRODUCT WARRANTY

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

E-CODER®)R900*i* ™

1. WARRANTY EFFECTIVE DATE
This warranty will be effective for any E-CODER®)R900*i*™ that has shipped since product introduction.

2. E-CODER)R900*i*
Neptune Technology Group Inc. warrants that the E-CODER)R900*i* (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the E-CODER)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing E-CODER)R900*i* free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	E-CODER)R900*i*
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

* Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement E-CODER)R900*i* registers are warranted for one (1) year after date of shipment or balance of original E-CODER)R900*i* warranty, whichever is greater.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to E-CODER)R900*i* Installation and Maintenance Guide). This warranty does not apply to any E-CODER)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ECODER)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE E-CODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE E-CODER)R900*i*. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE E-CODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN E-CODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE E-CODER) R900*i*. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MRX920™ Mobile Data Collector

WARRANTY - HARDWARE

The warranty on the MRX920 mobile data collector unit is 12 months from shipment date. Warranty applies to the collector unit only and does not include the MX900™ software or accessories including cables, antenna, carrying case, etc. Warranty services provided during the warranty period are:

- Free repair (including parts and labor) of a unit defective in materials or workmanship[1], or replacement of the defective unit at Neptune's discretion
- Return shipment of repaired product via pre-paid ground service
- Repair turnaround of five days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

HARDWARE ENTITLEMENT (EXTENDED MAINTENANCE) CONTRACT

Entitlements, previously known as "extended maintenance contracts," are available from your authorized Neptune® sales representative. An entitlement contract covers the following services beyond the original 12-month hardware warranty described in the above section:

- Free repair of unit, including parts and labor[1]. Accessories and software excluded.
- Return shipment of repaired product is pre-paid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of five working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT INCLUDED IN THE ENTITLEMENT CONTRACT:

- Accessories, e.g., rechargeable batteries, cables, antennas, USB flash drives, any peripherals, etc.
- MX900 software
- Equipment damaged by abuse or negligence or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune does not repair or support a laptop, or other devices, provided by a third party

** MRX920 unit's normal wear and tear is not covered. Misuse of the unit or abuse automatically voids any warranty or entitlement contract.*

REPAIR NOTES:

- A Returned Material Authorization (RMA) number MUST accompany all incoming repairs. Email Neptune Customer Support at support@neptunetg.com to request an RMA.
- Customer pays all incoming shipment charges
- Repair turnaround time for units not under warranty or an entitlement contract is 20 working days from the receipt of purchase order, excluding transit time
- For out-of-warranty units and units without entitlement contracts, repair fee charged will be based on the cost of labor and material as assessed by Neptune

- All outgoing repairs are shipped ground service. Customer may request Priority Overnight return shipment at customer's own expense.
- Repair warranty is 90 days from shipment date

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WARRANTY – SOFTWARE
Please refer to the MX900 software warranty statement for additional terms and conditions.

WARRANTY – ACCESSORIES
Accessories are warranted against product defect or workmanship for 90 days from shipment date. Abuse and normal wear and tear excluded.

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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[1] Damages resulting from abuse and/or improper handling of the unit, as assessed by Neptune, will void the warranty and entitlement contract.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

ProCoder™)R900*i*™

1. WARRANTY EFFECTIVE DATE
This warranty will be effective for any ProCoder™)R900*i*™ that has shipped since product introduction.

2. PROCODER)R900*i*
Neptune Technology Group Inc. warrants that the ProCoder)R900*i* (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the ProCoder)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder)R900*i* free of charge for the first ten (10) years and at a discount off of the then- current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	ProCoder)R900*i* Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

*Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement ProCoder)R900*i* registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900*i* warranty, whichever is greater.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to ProCoder™)R900*i*™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE PROCODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i . ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATIONOR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH ISEXPRESSLY INTENDED TO EXCLUDE FROM

THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN PROCODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACHOF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

R900® Meter Interface Unit (MIU)

I. WARRANTY EFFECTIVE DATE

This warranty will be effective for any R900® meter interface unit (MIU) that is shipped on or after October 1, 2004 (R900 v3 or later).

II. R900 METER INTERFACE UNIT

Neptune Technology Group Inc. warrants that the R900 MIU (the "MIU") (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the MIU (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing MIU free of charge for the first ten (10) years and at discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	R900 MIU
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

**Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement MIUs are warranted for one (1) year after date of shipment or balance of original MIU warranty, whichever is greater.*

III. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *R900 Installation and Maintenance Guide*). This warranty does not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 MIU's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE MIU IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MIU. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIU ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN MIU AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MIU. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune Fire Service Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III Meter and; (2) HP Fire Service Turbine and; (3) Neptune Fire Hydrant Meter, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of 10 years. The performance of the Water Meters Pulser RM remote is guaranteed for 1 year from Date of Shipment. The ARB®, ProRead™ (ARB VI), and E-CODER™ (ARB VII) system registers are warranted for 10 years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.
If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune Fire Service Stainless Steel (S) Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune 's Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III S and HP Fire Service Turbine S, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 09/01/2009:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll-sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), and E-Coder® (ARB VII) system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five (5) years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

(c) Stainless Steel Body. Neptune warrants that the stainless steel body shall remain free from corrosion due to exposure to normal environmental conditions for a period of twenty (20) years from the date of shipment (such period being the "Warranty Period"). For the purposes of this limited warranty, "corrosion" is defined as [through-wall penetration of the stainless steel body]. Neptune will, at its option, repair or replace a corrosion defect free of charge for the first (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table.

Year of Failure	Body Replacement Cost
1-10	Full replacement
11	20%
12	40%
13	60%
14	80%
15-20	90%

* Replacement cost percentages will be applied towards published list prices in effect for the year product is accepted by Neptune under warranty conditions. Replacement bodies are warranted for one (1) year after date of shipment or original body warranty, whichever is greater.

(d) Meter Accuracy for Neptune HP Protectus III S T-10 bypass meter. Neptune HP PROTECTUS III S T-10 bypass meter is warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the HP PROTECTUS III S T-10 bypass meter will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
1"	3/8 US gpm @ 95%, 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 ½"	¾ US gpm @ 95%, 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95%, 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

2. WARRANTY RETURN

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.

If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

ProRead™/E-CODER®/ProCoder™ Encoder Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Products Covered

This warranty shall apply to the ProRead™ absolute encoder, E-CODER® solid state absolute encoder register, and ProCoder™ absolute encoder register, hereinafter referred to as "Product", sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

Materials and workmanship

Neptune Technology Group Inc. ("Neptune®") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

Warranties are inapplicable under certain conditions

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *Encoder Quick Install Guide*). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

Encoder Compatibility Guarantee
Automatic Reading and Billing (ARB®) System (ARB V, ProRead, E-CODER, and ProCoder)

ARB® UTILITY MANAGEMENT SYSTEMS™

With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.

Guarantee of Compatibility

The Pocket ProReader RF, Advantage Probe, R900®, E-CODER®)R900*i*™, ProCoder)R900*i*, DAP handhelds (PC9300, 9800 & CE5320B) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320B), Neptune guarantees that the meter reading obtained will match the mechanical odometer reading.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-CODER or ProCoder where the R900 reads the E-CODER or ProCoder every 15 minutes, Neptune guarantees the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-CODER)R900*i* or ProCoder)R900*i* where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update.

Damage Guarantee

The Pocket ProReader RF, Advantage Probe, R900, E-CODER)R900*i*, ProCoder)R900*i*, DAP handhelds (PC9300 & 9800, CE5320B) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320B) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility.

If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallassee, Alabama 36078.

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such materials shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. This guarantee is void if components have not been maintained or installed according to Neptune installation and maintenance guidelines, or are otherwise damaged or defective. The accuracy guarantee will not apply where a properly formatted electronic meter reading cannot be obtained on six-digit encoders. The last digit will be displayed only as a zero (0) or five (5) when read remotely. As part of the encoder technology, the electronic reading from the R900 is guaranteed to match the reading on the encoder register upon manual activation of the R900 with a magnet to force an immediate read and transmission (one per hour). System damage as a result of vandalism or acts of God are not covered. Additional warranties may also apply to individual system components. Neptune's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Neptune's liability shall in no event exceed the purchase price. Neptune shall not be subject to and disclaims the following: (1) any other obligations or liabilities arising out of breach of contract or of warranty; (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by Neptune, or any undertakings, acts, or omissions relating thereto; and (3) all consequential, incidental, special, multiple, exemplary, and punitive damages whatsoever.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune® MACH 10® water meter ("MACH 10"), Neptune Technology Group Inc. ("Neptune") warrants that for meters sold after 02/01/2019 for potable water or combined potable water and residential fire service applications the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment"), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

Year of Failure	MACH 10®
	Replacement Price Discount*
1-10	Full replacement 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

a) Lead Free Bronze Maincase

i) 5/8" – 1" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½" – 2" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

b) Electronics (Battery, PCB, Transducers, LCD)

i) 5⁄8" – 1" MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following ten (10) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½" – 2" MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the "Warranty Period" with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

i) 5/8" – 1" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

ii) 1 1/2" – 2" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its

costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune T-10, HP Turbine, TRU/FLO® Compound Cold Water Meters Warranty

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10, HP TURBINE, TRU/FLO ® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB ®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10. Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8 & 5/8" x 3/4"	1/8 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm@ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

R900® Gateway Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Warranty

The warranty on the R900® Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via prepaid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

NOT included in the Warranty:

- Battery
- Cables and hardware
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- USB flash drives
- Antennas

Extended Maintenance Contract Services:

Maintenance contracts are available from your authorized Neptune Sales representative. Maintenance contract services during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is prepaid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT included in Extended Maintenance Contract Services:

- Batteries
- Cables and miscellaneous hardware
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose
- Antennas
- USB flash drive

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

W R900 GATEWAY 09.14

Repair Notes:

A Return Material Authorization (RMA) number MUST accompany all incoming repairs.
This RMA number may be obtained by calling Customer Support at 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer
- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

W R900 GATEWAY 09.14

RESOLUTION NO. 2020-217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

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

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 13th day of October, 2020.

_____

ATTEST: JAKE WILLIAMS, JR., MAYOR

_____

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT "A"

To Resolution No. 2020-217

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing Neptune meters and related parts from Sunstate Meter and Supply, Inc., 14001 W. Newberry Road, Newberry, FL.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

Stockton Whitten, City Manager

May 26, 2020

Mr. Chris Collier
City of Cocoa
Utilities Department
351 Shearer Blvd.
Cocoa, Fl. 32922

Dear Chris,

Please note that Sunstate Meter and Supply, Inc., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products, including parts, to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager
Neptune Technology Group, Inc.

SUNSTATE METER
& SUPPLY, INC.

May 28, 2020

Mr. Chris Collier
Assistant Utilities Director
City of Cocoa Utilities
Email: ccollier@cocoafl.org
Phone: 321-433-8825

RE: Neptune Product Pricing

Mr. Collier,

I have attached the requested Neptune Products Price List for your review.

The listed pricing includes all of the Neptune metering products, accessories, electronic reading equipment, and system software utilized by the City of Cocoa.

The initial term of this pricing will be valid through August 16, 2021. However, three optional one-year extensions can be offered at the end of each term upon price review and possible price adjustment. Any additional extension terms must be agreed upon by mutual consent of both parties.

We appreciate the City of Cocoa's continued interest in the Neptune products we represent and look forward to meeting your water metering needs in the future. Please feel free to contact me if you have any questions or if I can be of any further service.

Respectfully submitted,
Jeff Kimbrough
Director of Sales
Sunstate Meter & Supply, Inc.
Email: jeff@kimbroughsales.com
Phone: 352-516-9791

CC: Keith Ellenburg - President
Karen Whittle - Contracts Specialist

Attachments

Exemption to Competitive Purchase

An Exemption to Competitive Purchase shall be approved before routing the purchase requisition for purchases expected to total less than $35,000 in one fiscal year. This form shall be used to justify Emergency, Single-Source, Sole-Source and Standardization purchases.

SECTION A: General

Date: 8/6/21	Account:	421-4025-536.46-00		Amount Requested:	$ 400,000.00	
Dept/Div: *4025 Utilities/WFO*	Requester: Rebecca Bowman			Quote Attached:	☐ Yes	☒ No
Vendor (Name, Phone, Email)	Sunstate Meter Supply			Emergency Purchase:	☐ Yes	☒ No
Is Vendor Original Equipment Manufacturer (OEM)?	☐ Yes	☒ No	Single Source Purchase (If YES, attach no quote from vendor or email attempt to justify use of single source selection)		☐ Yes	☒ No
Can multiple vendors provide the same or salient product / service?	☐ Yes	☒ No	Sole Source Purchase (If YES, attach vendor memo, letterhead, stating sole source of product / service with OEM dealer, distributor, reseller authorization)		☒ Yes	☐ No
Is this purchase or project to be capitalized?	☐ Yes	☒ No	Standardization Purchase (If YES, provide detailed desciption, attach supporting documentation if applicable)		☒ Yes	☐ No

SECTION B: Justification

Use section to provide a detailed explanation of services or products and why an exemption to competitive purchase is justified. Include the purpose of the services or products and how it directly impacts department operations.

Product or Service Description (Include Model / Part No., if applicable)	Neptune Meters and related ancillary hardware necessary for the use of installation, replacement and reading of meter product provided by Sunstate Meter and Supply Inc.
Describe purpose of product or service.	Neptune direct read and radio read water / reclaim meters and related hardware.
What features of product or service makes this unique and exceptional to other comparable products or services?	Since 1991, the City of Cocoa has installed Neptune meters and related hardware. The Neptune meter reading products are proprietary in nature and Sunstate Meter and Supply Inc. is the only authorized Neptune distributor / reseller in the State of Florida.
If applicable, describe why this product or service is compatible to existing equipment, instrumentation or services. If not enter N/A.	95% of all water / reclaim meters installed within the City of Cocoa limits are Neptune products. Replacement of said meters to another provider would not be cost intuitive to the City and not in its' best interest.
If applicable, is this purchase in effort to support standardization of equipment or services? Provide description of how it will benefit department or operations. If not enter N/A.	Neptune meters are the primary meter / register installed, replaced and read throughout the City. All hardware and associated software are currently integrated throughout the City's customer utilities operating system making transfer of data and billing seamless. If changed to another product it would create extensive costs and timely expenses not in the best interest of the City or paying utility customers.

SECTION C: Justification of Due Diligence

Use this section to document effort to identify other sources of product or services. This section does not apply for Emergency Products or Services.

Brief description of efforts made to resource other providers of product or services.	N/A
Describe consequence to operations if exemption is not declared.	If changed to another product it would create extensive costs and timely expenses not in the best interest of the City or paying utility customers.
How will department or program function if product or service is discontinued?	If the product and services were discontinued, the Utilities Department would initiate a Request for Qualification solicitation through the Purchasing Division.
Describe how pricing was determined to be most responsive, responsible and best value to department.	The pricing provided by Sunstate Meter and Supply Inc. of Neptune products are comparable to the competitive meter reading markets and other supplier pricing structures in the State of Florida.

Florida Statute 838.22(2), BRIBERY, MISUE OF PUBLIC OFFICE, which applies to public servants working for municipal government agencies, reads as follows: "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a

Requesting Department Director Approval	Jessica Dovale Digitally signed by Jessica Dovale Date: 2020.09.17 13:10:34 -04'00'	
Purchasing Manager Approval	Jessica Dovale Digitally signed by Jessica Dovale Date: 2020.09.17 13:10:34 -04'00'	
Finance Director Approval	Jessica Dovale Digitally signed by Jessica Dovale Date: 2020.09.17 13:10:34 -04'00'	
Finance Staff Comments	This is additional to PO #77225	

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-536

File ID:	21-536	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	08/03/2021
Subject:				**Final Action:**	

Title: Approve a Resolution Amending the FY 2021 Budget, BAF # 21-105-A for Accrual Payouts, Fire Department Overtime and Operating Supplies in the Emergency Disaster Division.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Budget Resolution FY 2021- ADA Compliant.docx, BAF 21-105-A-FN-Period 10 Unbudgeted Expenses (8-10-21) Agenda 21-536.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	lhowell@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2021-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; 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, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 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 10th day of August, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-105-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1600-FN | DATE PREPARED: 08/03/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 245,908	001-0000-389.99-50		Fund Balance	$ 2,043,500	$ 7,054,757	$ 7,300,665	$ 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	$ 0
$ 245,908	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 47,713	001-1100-512.12-12		Accrual Payout	$ 0	$ 3,532	$ 51,245	($ 47,713)
$ 29,773	001-1601-525.52-00		Operating Supplies	$ 5,200	$ 5,200	$ 34,973	($ 29,773)
$ 104,200	001-2201-522.14-00		Overtime	$ 168,838	$ 168,838	$ 273,038	($ 64,200)
$ 64,222	001-3200-515.12-12		Accrual Payout	$ 0	$ 4,808	$ 69,030	($ 64,222)
($ 80,553)	001-2100-521.12-00		Regular Salaries & Wages	$ 3,951,356	$ 4,058,076	$ 3,977,523	$ 1,019,610
$ 80,553	001-2100-521.12-12		Accrual Payout	$ 78,138	$ 111,664	$ 192,217	($ 80,553)
$ 245,908	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Agenda 21-536. Funding is needed from Assigned fund balance to cover the costs of unpredicted Accrual payouts due to retirement as well as additional overtime expenses for the fire department and Emergency services operating supplies.

Council/Board APPROVAL REQUIRED? YES (●) **NO** ( ) **DATE APPROVED:** 08/10/21 **RESOLUTION #:**

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

8/3/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.08.03 11:48:43 -04'00'	8/3/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.08.03 11:48:56 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.08.05 16:16:28 -04'00'	8/3/21	Lora Howell Digitally signed by Lora Howell Date: 2021.08.03 13:27:43 -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 #: _____

Revised 07/13

Revised eform 9/18/20 - IT

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-539

File ID:	21-539	**Type:**	Contract	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	08/03/2021
Subject:				**Final Action:**	

Title: Approval to apply for a State of Florida Cancer Decontamination Grant to purchase filters for the fire station vehicle exhaust filtering systems.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	2021-22 Cancer Grant Application.pdf, Fire Decontamination Grant Internal Application RJB.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	sbyrd@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

DEPARTMENT OF FINANCIAL SERVICES
Division of State Fire Marshal

APPLICATION FOR FIREFIGHTER CANCER DECONTAMINATION EQUIPMENT GRANT PROGRAM

APPLICANT INFORMATION

Name of Fire Department: Cocoa Fire Rescue

Name of Person Completing Form: Samuel Byrd, Deputy Fire Chief

Physical Address: 1740 Dixon Blvd.	Cocoa	32922
(Street)	(City)	(Zip)
Mailing Address: 1740 Dixon Blvd.	Cocoa	32922
(Street)	(City)	(Zip)

EMAIL Address: sbyrd@cocoafl.org

County: Brevard

Fire Department Telephone Number: (321) 635 - 7613

Name and Telephone Number of the Safety Officer/Representative for follow-up:

Deputy Chief Samuel Byrd (321) 635 - 7613

Fire Department Identification Number (FDID#): 19052

Federal Tax Identification Number: 59-6000292

What Year was Fire Department Established: 1929

Indicate whether you are a municipality or county, the state, or any political subdivision of the state, including authorities and special districts:

municipality

Indicate the size of the population served: 18,603

Indicate the number of square miles in your area served: 13.32

Indicate the number of fire stations within your jurisdiction: 3

Indicate the number of certified firefighter personnel within your fire department listed on the Fire College Department of Insurance Continuing Education (FCDICE) roster:

45

Would decontamination equipment help you achieve the objectives of the Employer Cancer Prevention Best Practices, Rule 69A-62.025, F.A.C.?

☐ **No**

X **Yes**

Does your agency have post fire on-scene decontamination equipment and related practices on your suppression apparatus?

☐ **No**

X **Yes**

Do you presently submit fire incident data to the National Fire Incident Reporting Service (NFIRS)? (Awarding of this grant is conditional on your department submitting fire incident data.)

☐ **No**

X **Yes**

Do you presently have decontamination equipment that is designed to mitigate exposure to hazardous cancer-causing chemicals? Use additional sheets if necessary.

☐ **No**

X **Yes** (List type and quantity of equipment and how many fire station and personnel this services)

Exhaut filter system in all fire stations for all personnel.

Gear washer/extractors in all fire station for all personnel.

UV-C air purifiers in fire apparatus for all personnel (4 pumpers, 1 tower ladder).

Supplies for post-incident decontamination carried on all fire apparatus.

FUNDING INFORMATION

Directions: List the total funding received from ANY taxing authority in your current FISCAL YEAR, or in your current CALENDER YEAR.
Include any funds and grants received from any local governing authority, County, Town, City, Municipality, Independent Special District, Dependent Special District, Special District, Municipal Service Taxing Unit (MSTU), or Municipal Service Benefit Unit (MSBU).

DO NOT INCLUDE DONATIONS OF ANY TYPE.

a. Annual Operating Budget: $ 6,628,150

b. Total Grants Received $ 33,180

c. Total Funds Received (a.+ b.): $ 6,661,330

☐ Calendar Year _____ ☒ Fiscal Year 2021___

Financial need must be documented in the Grant Narrative Section.

REQUESTING FUNDS FOR THE FOLLOWING EQUIPMENT, SUPPLIES, AND EDUCATIONAL TRAINING

For which of the following items are you requesting funds? (Please select ALL that apply.)

☒ **VEHICLE EXHAUST CAPTURE SYSTEMS (compliant with the standards of NFPA 1500 (2018 edition) incorporated by reference in Rule 69A-62.025, F.A.C)**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **PERSONAL PROTECTIVE EQUIPMENT EXTRACTOR UNITS**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **HOODS, GLOVES, OR HELMET EARFLAPS (compliant with the standards of NFPA 1971 (2018 edition) incorporated by reference in Rule 69A-37.060, F.A.C)**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **OTHER EQUIPMENT USED TO MITIGATE EXPOSURE TO HAZARDOUS, CANCER-CAUSING CHEMICALS**

Please provide the following information in the **Grant Narrative section**:

- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **SUPPLIES USED TO MITIGATE EXPOSURE TO HAZARDOUS, CANCER-CAUSING CHEMICALS**

Please provide the following information in the **Grant Narrative section**:

- Description of the supplies
- Explanation of how the supplies mitigate exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **EDUCATIONAL TRAINING**

Please provide the following information in the **Grant Narrative section**:

- Description of educational training
- Explanation of how training contributes to decreasing exposure to hazardous, cancer-causing chemicals

If future grant funding is allocated to the Division of State Fire Marshal to mitigate exposure to hazardous, cancer-causing chemicals and to protect the health and safety of Florida Firefighters, what type of items would you be interested in obtaining? (Optional)

1. Dryers for turnout gear.
2. SCBA decontamination washer.
3. _____
4. _____
5. _____

MATCHING FUNDS: LEVEL OF NONSTATE MATCHING FUNDS, MINIMUM OF 25% OF NONSTATE FUNDING

Percentage of matching funds: 25 %

Please attach documentation indicating the source of the matching funds.

GRANT NARRATIVE (use additional sheets if necessary)

Directions:
Please contact the State Fire Marshal if you have any questions: firegrantquestion@myfloridacfo.com

Provide the required information for your grant request here. Include any additional information you feel is important to your grant request. This narrative must demonstrate the financial need of the department.

The City of Cocoa has three fire stations staffed full time, plus one station that is maintained and would be staffed in the event of a disaster and the need to have additional resources, i.e. hurricanes. All stations are equipped with the Air Vac – 911 system to capture the diesel exhaust from the fire apparatus. The stations have multiple exhaust system units depending on the square footage of the apparatus bays. Each exhaust system unit has a 1st stage filter that is changed quarterly, and a larger internal filter that is changed annually.

In all stations combined we have a total of 17 exhaust system units. Just the replacement cost of the internal filters for one year is $7,225, plus an additional $1,140 for shipping. We have requested the funds in our annual budget to cover the cost of purchasing these filters to have on hand for our Facilities department to change. This budget has not yet been approved.

Provide an itemized list and costs of requested items:

Air Vac-911 4-Stage Filter Pack @ $425.00 each = $7,225.00 for a quantity of 17 units
Shipping and Hangling = $1,140.00

AUTHORIZATION TO SUBMIT GRANT REQUEST

To be completed by the **Fire Chief or Fire Service Agency Head** of the municipality or county, the state, or any political subdivision of the state, including authorities and special districts, employing firefighters or utilizing firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
NOTE: Administration of resources awarded by the Department to the recipient may be subject to audits and/or monitoring by the Department.

Person Submitting Request:	**Byrd**	**Samuel**
	(Last Name)	(First Name)
Mailing Address: 1740 Dixon Blvd.	**Cocoa**	**32922**
(Street)	(City)	(Zip)
Email Address: jlamm@cocoafl.org		
Telephone Number: 321 635-7613		
Lamm	**Jonathan**	**Fire Chief**
Printed Name (Last)	(First)	(Title)
		August 2, 2021
Signature		(Date)

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Fire	**DIVISION:** Fire
POINT OF CONTACT: Samuel Byrd	**PROJECT MANAGER:** Samuel Byrd
NAME OF GRANT: State of Florida Fire Decontamination Grant Project	
CFDA#/CFSA#: 43.013	**FUNDING AGENCY:** FL Div of State Fire Marshall
AMOUNT REQUESTED: $ 7,230	**GRANT DUE DATE:** 08/22/2021

PROJECT DESCRIPTION:

The State of Florida issued the RFP for the Florida Firefighter Cancer Decontamination Equipment Grant Program on July 6. They Opened this opportunity up to career departments on August 2. This grant will pay for the filters used in all three fire stations to pull and filter the exhaust from all apparatus.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 2,410	**TARGET DATE TO COUNCIL:** 08/10/2021
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** Upon Completion of Grant

WHAT ARE THE REPORTING REQUIREMENTS?

N/A

FUTURE REQUIREMENTS TO CONSIDER:

This is a reimbursement grant. Once the equipment is received and paid for, we can submit for reimbursement.

Jonathan Lamm — Digitally signed by Jonathan Lamm Date: 2021.08.03 09:50:27 -04'00'
Department Director

Anthony Hagan — Digitally signed by Anthony Hagan Date: 2021.08.03 09:55:11 -04'00'
Grants Administrator

Lora Howell — Digitally signed by Lora Howell Date: 2021.08.03 09:58:07 -04'00'
Deputy Finance Director

Rebecca Bowman — Digitally signed by Rebecca Bowman Date: 2021.08.03 15:03:45 -04'00'
Finance Director

Stockton Whitten — Digitally signed by Stockton Whitten Date: 2021.08.05 11:00:22 -04'00'
City Manager

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-568

File ID:	20-568	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	08/28/2020
Subject:				**Final Action:**	

Title: To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Kiosk Along with Authorizing the City Manager to finalize and execute a Multi-Year Contract Between the City of Cocoa and AdComp Systems Inc. in a form acceptable to the City Attorney

Internal Notes:

Sponsors:

Enactment Date:

Attachments: Kiosk.pdf, Kiosk Drop Slot -1.png, AdComp Master Services Agreement Cocoa 080221.pdf, Cocoa Support Agreement with SLA matrix AdComp 1 year hardware warranty.pdf, COCOA Pricing General 2021 Spreadsheet B.pdf, QUOTE City Hall Installation.pdf, QUOTE Cocoa City Hall Kiosk Cables.pdf, QUOTE City Hall Electrical Work.pdf, Sole Source Letter 2020 - AdComp Systems (1).pdf, Sole Source Resolution.doc, Exemption to Competitive Bid Form (Final) 3-10-20-eform.pdf, CSR AdComp Agenda.pdf

Enactment Number:

Recommendation:

Hearing Date:

Drafter: jdovale@cocoafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Exterior Wall Mount Kiosk



- Bilingual
- Accepts cash, credit, debit, or check
- Provides receipt
- Reduces lobby lines/wait time
- Can give back coin change (but not preferred by CS staff for ease of daily balancing)
- Integration for real time payment processing
- Scan image of checks & payment stubs
- Savings of paid employee time
- Secure, encrypted transactions
- Fraud detection/PCI Compliant
- Real time reports
- Account lookup by service location, phone number, account number, or barcode (if payment stub presented & if added to bill)
- 24/7 access
- In wall installation
- Balancing of cash behind CS counter
- Replaces current drop box


Start a capture
Need Help?
Necesita Ayuda?
877-275-7694
TOUCH SCREEN
No Change Given
Excess payment will be applied to next bill
INSERT CHECK HERE
RECEIPT
Check Scanner
DROP BOX

AdComp Master Services Agreement

THIS AGREEMENT is made on the 10th day of August 2021 by and between the _____CITY OF COCOA__ **Client** (hereinafter **CLIENT**) located at __65 Stone St., Cocoa, FL 32922_____. and AdComp Systems Inc. (hereinafter **ADCOMP**) located at: 1720 S. Edmonds Lane Suite 201 Lewisville, Texas 75067. ADCOMP and CLIENT may be referred to individually as PARTY or collectively as PARTIES.
ADCOMP and THE CLIENT agree to the following terms and conditions: ADCOMP will provide to the CLIENT with PRODUCTS and SERVICES, that are selected in Annexure A attached herewith, that will be used by the CLIENT and their customers or end-users, (hereinafter called CONSUMER).

TERM OF AGREEMENT: The CLIENT shall commit to using all PRODUCTS and SERVICES for a minimum term of one (1) year from the date of the first Live transaction through the PRODUCT and/or SERVICE. The Agreement shall remain in effect unless either PARTY provides a written notice of termination, given 30-days in advance preceding the expiration of the current term.

COMPENSATION FOR ADCOMP: Compensation for ADCOMP for the PRODUCTS that the CLIENT selects to purchase, or use are listed in Annexure "A".

ADCOMP'S RESPONSIBILITIES: ADCOMP shall provide the CLIENT online access to reports of activities and transactions by the CONSUMER. ADCOMP will pay through ACH, any transaction payments due to the CLIENT the next business day. The payment will be remitted to the CLIENT'S bank, whose ACH information is provided by the CLIENT in Annexure "B".

TRAINING: First-rate service is the core focus of ADCOMP and the premise of the corporation's success. The CLIENT'S employees will receive unlimited, one-on-one training, timely service for any questions concerning transactions and other activities.

THE CLIENT'S RESPONSIBILITIES: THE CLIENT will complete Annexure "B" to provide ADCOMP with their banking information to receive ACH funds directly into their bank account.

INTEGRATION WITH CLIENT'S ERP SYSTEM: AdComp currently integrates with several software companies. Should the company that Cocoa chooses, provide an API or file exchange method to AdComp, we will integrate with them without additional cost. However, if you change your software company in the future, there will be an additional charge of $7,000.00 to switch our application to re-integrate with the new software company.

CONFIDENTIALITY And NON-DISCLOSURE: Both parties agree that any confidential information will not be disclosed to anyone without prior consent of the other party. To the extent authorized by the law, the parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will prevent the disclosure of any of the other party's Confidential information to third parties.

ARBITRATION: Any dispute, controversy or claim arising out of or relating in any way to the agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration.

AMENDMENTS TO AGREEMENT: Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by both parties.

GOVERNING LAW: This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Texas, without regard to conflict of laws rules. Any action brought to enforce the terms of this Agreement shall be brought in the federal and state courts of Texas.

CLIENT	**City of Cocoa**		**AdComp Systems Inc.**
Date:	**, 2021**	**Date:**	August 2nd **, 2021**
Signature:		**Signature:**	
Name:		**Name:**	Aziz Plumber
Title:		**Title:**	CFO
Email:		**Email:**	aziz@adcompsystems.com

Annexure A

AdComp will manage the Credit Card merchant account and charge a fee to the Consumer.

Customer will not need a merchant account and will have no costs associated with the credit card payments.

AdComp will charge the following fees to the Consumer (End-user):

For payments up to $300.00 the Consumer will be charged a fixed fee of $2.99

For payments of $300.01 and greater the Consumer will be charged a fee of 2.65%

AdComp will provide complete reports to the Customer showing the credit card transactions.

AdComp will manage all chargebacks and ask for the Customers assistance with documentation if required.

Annexure B

Letter of Authorization

_____(Client), authorizes AdComp Systems Inc. to collect payments from its customers through various payment platforms and systems. AdComp will collect an agreed upon technology /convenience fee from the customers that wish to use these services.

- Payments received in AdComp's Bank Account will be transferred to the Client's Bank account (account info provided below), using the ACH process, on the next banking business day and no later than 72 hours from when the payment is received.
- AdComp will provide real time online reports of all transactions to the Client.
- The Client or AdComp can terminate this authorization with a 30-day written notice.
- This Authorization will remain in effect until terminated by the Client. Any payments due to the Client will be settled prior to termination. Any customer payments outstanding from AdComp to the Client will survive the termination.

Client:	_____	**AdComp Systems Inc.**	
Signature:	_____	Signature:	
Name:	_____	Name:	Aziz Plumber
Title:	_____	Title:	CFO
Date:	_____	Date:	08/02/2021

Client's Bank Information

Client will ensure that the following bank account will not block any payments received from AdComp Systems and provides AdComp the authorization to deposit payments to this account. The funds deposited to the Client will originate from T Bank. Account # 12007723 Routing# 111024975.

Bank Name: _____

Client Account Name: _____

Bank Routing Number: _____

Bank Account Number: _____

Re-Type Bank Account Number: _____

Credit Card Processing Addendum

Enhanced Technology Payment Solution by AdComp:

Reference:

Customer: City or Utility customer to AdComp Systems, Inc
Consumer: Payer, End-user or Consumer making a payment to the Customer.

Introduction:

This service provides the Customer a no-fee option to collecting payments by credit card from their Consumers. The Consumers are charged a fee for the service; however, the Customer incurs no cost in collecting the payment. The merchant account is owned, and maintained by AdComp.

Process flow:

Consumer selects to pay Customer using their Credit Card. The payment if successful, is recorded in real-time in AdComp's reporting portal. The Consumer is provided a receipt which is either printed/emailed or both.
All the transactions during the day are batched and submitted to the Credit Card processing company each midnight. AdComp accounts for all transactions that are completed on the previous day and sends the funds to the Customer's bank account on the next business banking day. Usually, the payments for the transactions completed by the Consumer on day 1, are available in the customers bank account on day 3. AdComp provides the Customer with several reports such as the Deposit Report to simplify the reconciliation process.
Should the Customer request a refund or require that a transaction be voided, for a particular Consumer, then we at Adcomp respond to the request.
Should the Consumer chargeback the payment successfully charged previously, AdComp responds to the Chargeback notice and sends the documentation to the processor to answer the disputed charge. If the Chargeback is reversed, no further action is necessary.
Should the chargeback be held up, and the consumer gets their money back, AdComp then asks the Customer to debit the Consumers account and add the chargeback amount to their future bill.

Costs:

AdComp incurs all credit card fees and costs as the merchant account holder. The Customer receives 100% of payment that the Consumer pays to the Customer. AdComp charges a fee of $2.99 to the Consumer for the payment amounts less than $300.00 submitted. For example, if the Consumer pays a bill of $100.00 due to the Customer, the fee of $2.99 is added to their payment amount and the consumer is asked to pay a total of $102.99 for payment by credit card. Once the transaction is completed successfully, the $100.00 is sent by AdComp to the Customer's bank account on the next business banking day and the fee of $2.99 is deposited to AdComp. For a Consumers who pays an amount that is greater than $300.00, a fee in the amount of 2.65% of the amount paid will be charged to the Consumer and distributed between the Customer and AdComp as described above.
AdComp will charge a flat fee of $4.95 for each chargeback and retrieval.
There are no other costs to the Customer.

Timeline:

The transaction date: Date on which the consumer completes the credit card transaction. *(Day 0)*
Payment initiated to Customer: Date on which AdComp send the previous days transactions funds to Customer. *(Day 1)*
Payment Received by Customer: Date on which in the Customer's bank account reflects the payment sent by AdComp. *(Day 2)*

AdComp Systems Support & Reporting Agreement

Terms & Conditions

Based on the hardware / software / databases installed, purchased or hosted, AdComp will provide support services detailed below.

AdComp offers 24-7 Remote Support.
All support requests will be responded to immediately. The City will contact AdComp at 972-436-3900**]** to open support tickets.

Support Method: AdComp provides support by telephone and by remotely logging into the unit to troubleshoot any hardware or software issues. If the remote connection is not working or unavailable, the client will assist the technician to troubleshoot and fix the connectivity issue. Once connectivity is established, the technicians will attempt to resolve the issue remotely. AdComp will provide technical support to the client for replacement of parts that are shipped. If an onsite technician is needed for hardware, AdComp will have a technician onsite within 4 hours of the determination of need. This service will be provided at the rate of $125 per hour.

Software Updates: Any updates that are provided by third-party vendors (such as Windows Updates by Microsoft) shall be updated on the kiosk at no charge during the scheduled maintenance window. Any other software updates or bug fixes that may be needed are also part of AdComp's support. Windows 10 will be configured to install critical updates during the hours of 2am and 3am, when the kiosk will be least used.

Troubleshooting and Repairs: AdComp shall strive to resolve most issues as soon as possible, usually within one or two business days. If the issue requires changes to the software (bug fixing) and/or hardware parts replacement it could take longer to remedy the issue. Hardware issues requiring a change of parts shall be handled through normal RMA procedures. Hardware parts covered under this agreement shall be provided free of cost for the first year and free one-way overnight shipping for the first year. After the first year's warranty is over, AdComp will charge the city for shipping. City will bear the cost of shipping the defective part back to AdComp.
Estimates for parts not under warranty will be provided for approval prior to shipment.
In most cases, replacement parts can be cross-shipped by AdComp.
The matrix below details AdComp's Service Response / Resolution Times for issues.

AdComp Service Level Matrix.

Type of Issue	Description / Examples	Typical Response / Resolution	Maximum Response Time	Maximum Target Resolution by
Hardware / Software needs to be reset / hard or soft booted.	Hardware devices or software applications are non-responsive.	Immediate / within 10 minutes	4 business hours	4 hours
Hardware needs to be shipped and replaced.	Kiosk PC / Touch Screen / Cash Acceptors / CC Reader / Printer / Check Reader.	Immediate / next day	4 business hours	3 business days.
AdComp Server issue	AdComp's servers are not reachable or down.	Immediate / 1 hour	4 business hours	1 business day

AdComp will make every effort to meet the response times detailed above. The customer may, at their discretion, escalate as follows for any reason at any time.

The escalation process will be as follows:

Escalation Level 1 – Support Manager – Manager On Call – 469-664-5937
Escalation Level 2 – Account Manager - 508-509-4780
Escalation Level 3 – Chief Operations Officer - 214-493-7716
Escalation Level 4 – Chief Executive Officer - 972-877-4070

Responsibility Summary Matrix

DESCRIPTION	ADCOMP RESPONSIBILITY	CUSTOMER RESPONSIBILITY
Kiosk Software Updates/Upgrades/Installation (including Windows and 3rd Party)	**X**	
Kiosk Hardware	**X**	
Kiosk Hardware Onsite Installation	**X**	
Kiosk Hardware Onsite Installation Costs		**X**
Data Backup/File Restoration	**X**	
Network/Internet up to the kiosk		**X**
System Performance	**X**	
Kiosk Configuration Updates (software & hardware)	**X**	
Disaster Recovery	**X**	
Kiosk Security Management	**X**	
Kiosk Accuracy & Control of Data	**X**	

Real time Transaction reports: AdComp provides real time reports of all transactions and all activity that occurs on the kiosk.
Alerts: Alerts are set up to be sent out by email and text messaging for hardware/software malfunctions.

Statistical reports: AdComp provides statistical reports for all Credit Card, Cash and Check transactions. These can be broken down per day, week or month.
Filtered Transaction reports - AdComp provides filtered and sorted transaction reports of Credit Card, Cash and Check usage.

Detailed click logs: AdComp maintains logs for every touch and every transaction is recorded. This is used for technical troubleshooting by AdComp's remote techs.

Cost of Annual Support Services: Cost of Annual Support services is calculated at 20% of the initial cost of the kiosk hardware and software. This gets billed once the kiosk goes live. Annual support covers all real time reporting, alerts, software updates, remote/phone/tech support, and hardware replacements under warranty for the first year..

Warranty: All hardware will be warrantied for one year.

Onsite Support: AdComp will maintain a contract with local support technicians to provide priority onsite support to the City of Cocoa. Onsite service will be provided as part of this agreement at $125 per hour during business hours (Monday through Friday 9am to 5pm). Support technician will not be responsible for any cash collections of the kiosk. All issues will first be attempted to be resolved remotely before an onsite support technician is deployed. A technician will arrive onsite within 4 business hours of a hardware issue being identified.

Term and Renewal of Agreement: The Support Agreement is signed between the client and AdComp for a period of one year at the time the kiosk is ordered.
The Support agreement begins on the date of which the kiosk, POS, website or IVR does its first Transaction. The Support Agreement is renewed automatically for subsequent one-year terms, unless the client provides AdComp a 30-day written notice for termination.
At the end of each term, AdComp will invoice the client for the next annual term.

AGREED AND ACCEPTED:

Client: _____

Authorized Signature_____
Name_____
Title_____
Date_____

AdComp Systems

Authorized Signature_____
Name Mansur Plumber
Title CEO
Date 08/02/2021

2021 PRICING - JACK - Citation Smart - Web - Voice - Mobile - POS

Please complete & email or fax to us

Company:	**INDOOR OR OUTDOOR**
Contact:	**COCOA BEACH**
Title:	
PO#:	
Email:	
Date:	**7/14/2021**
Signature:	

outdoor: 60"Hx26"Wx21"D
500 lbs
Indoor: 77"Hx19"Wx14"D
200 lbs




AdComp Systems Group
We've got technology covered!

www.adcompsystems.com
877-275-7694 Fax: 877-767-9747
sales@adcompsystems.com

No.	Item	Qty	Unit $	Price $	Remarks
1	**JACK:** With touchscreen, Receipt Printer, Cabinet, Bill Acceptor, CC Reader. Base Payment Kiosk Software to accept cash, credit cards & check payments	1	17245	**17,245.00**	Kiosk cabinets have the ability to be bolted to the floor or wall for added security.
2	Additional Department - Base Software	0	2700	**0.00**	cost for additional department eg: utilitites / courts etc.
	Upgrade to JACK Senior				
3	Advanced Payment Kiosk Software to lookup balance and update payments using software API or lockbox file.	1	4300	**4,300.00**	Charged per department. eg: utilities / courts etc. Your software management company may charge additonal API or lockbox fees - we can't control that.
4	Check MICR Reader / Imager	1	2390	**2,390.00**	**Highly Recommended:** For utility payments only
4	Bill Dispenser/Recycler - 2 denomination	1	2800	**2,800.00**	**:** Only if bill change is to be given.
6	Barcode Reader, HONERYWELL	1	1235	**1,235.00**	**Recommended:** If Barcode is on the bill stub.
7	Outside Enclosure (weatherizing).	0	3000	**0.00**	Still needs to be installed so its not directly in the weather
8	Security Cameras - in the safe and outfacing	1	1143	**1,143.00**	4 port DVR and 3 cameras included
9	Setup, configuration & training (upto 2 days).Does not include travel. Can be onsite or remote.	1	1200	**1,200.00**	Physical install of kiosk to be done by customer's contractor.
	Har Total			**30,313.00**	
	Shipping	1	1	31,113.00	
	TOTAL				

Annual maintenance contract (20%) of cost price is due & billed when kiosk goes live.

All orders are confirmed with a 100% advance payment.
Shipping and Handling is not included. Taxes if applicable are not included.

C&D CONSTRUCTION

QUALITY • HONOR • INTEGRITY

395 S. Range Rd. Cocoa, FL 32926 TEL: 321.639.9198 FAX: 321.690.2291

July 21, 2021
REVISED

The City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: City of Cocoa Bill Payment Kiosk – Wall Cutout

ATTN: Mr. Gary Palmer

PROPOSAL

We propose to supply all labor, material and equipment to cut the wall opening for the Bill Payment Kiosk. Area to be cut is considered 8" block wall solid poured and will be flush cut. Area will be covered to keep dust down to a minimum. Repair drywall interior and exterior, as required. Paint to match as close as possible. (See attached wall sketch). Install Kiosk and bolt to floor. Install trim material with the Kiosk internet and electrical by others. Remove existing box and cut opening larger for new box.

NOTE: Work must be completed on Weekend and at Overtime Rates.

(Quoted price will be honored for 90 days from the date of this proposal.)

Lump Sum: $5,975.00

Sincerely,

Curtis Deen
President

CD:dh

August 3, 2021

Joe Woolwine
City of Cocoa

Via email: jwoolwine@cocoafl.org

RE: Outfacing Bill Payment Kiosk

Dear Mr. Woolwine,

W+J Construction Corporation is pleased to provide a base bid estimate of **Twelve Thousand, Nine Hundred Seventy-Six Dollars ($12,976.00)** for the project located at 65 Stone St., Cocoa, Florida: The cost breakdown and schedule are attached

Scope with Clarifications and Exclusions:

1) Construction duration is 3 days.
2) Building permit by owner.
3) Utility Company Fees are excluded.
4) Bond is excluded.
5) All work to be completed during night and weekend hours.
6) Excludes all hazardous material handling including but not limited to; Asbestos and Lead Paint.
7) All Hazardous Testing and any Construction Testing are to be by owner.
8) All Architecture and Engineering by others.
9) Electrical and HVAC by others.
10) Our proposal remains firm for 10 days based on material escalation.
11) Payment Terms are Net 30.

We appreciate this opportunity to provide this estimate and look forward to your favorable selection of W+J. If you have any questions or require further information, please do not hesitate to contact me at 321.632.7660 or at steve@wjconstruction.com .

Sincerely,

W+J Construction Corp.
A Florida Corporation

Steve Carlyle
Chief Estimator

Item	Div	Description	Material	Labor	Sub	Subcontractor Name
	1	*General Conditions*				
1		General Conditions	0	1,925	870	W&J
		Existing Conditions				
2		Demolition	0	0	2,300	ISI Demolition
3		Steel Lintel	0	100	100	W&J
4		Drywall	0	0	2,750	BFD
5		Paint and Patch	0	0	1,400	W&J
6		HVAC	0	0	0	**By Owner**
7		Electrical and Low Voltage	0	0	0	**By Owner**
		Subtotals	0	2,025	7,420	
		Sales Tax/PT&I (7/38)	0	770		
		Total	0	2,795	2,795	
					10,215	
		Permits			0	**By Owner**
		General Liability Insurance (%)			123	
		Builder's Risk (Per $100)			435	
		Contingency (%)	5.00		511	
		Bond			0	**Excluded**
		Hurricane Surcharge on Bond	1.30%		0	**Excluded**
		Cost			11,284	
		OH/Profit	15.0%		1,693	
		Total Bid			12,976	

Kennethray Terrell

From: Cullen Clark
Sent: Tuesday, August 03, 2021 11:07 AM
To: Kennethray Terrell
Cc: Joe Woolwine
Subject: FW: City Hall Kiosk

From: Renee Simmonds <rsimmonds@dwenet.com>
Sent: Tuesday, August 03, 2021 11:03 AM
To: Cullen Clark <cclark@cocoafl.org>
Subject: City Hall Kiosk

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Mr. Clark,

Thank you for the opportunity to provide a quote for the City Hall Kiosk.
At this time we have "No Bid".

Thank you,

Tom Parker
President

Doug Wilson Enterprises, Inc.
340 Manor Drive
Merritt Island, Florida 32952
321-783-0903 Office
321-305-6215 Fax

MORSECOM

888. MORSECO 321.259.8469(V)
321.255.0198(F)
395 East Drive
Melbourne, Florida 32904
www.morsecom.com

14-Jul-21

City of Cocoa
65 Stone Street
Cocoa, Fl. 32922

Phone: (321)-433-8558

Attn: Mitch Lawyer
Re: Kiosk First Floor

Scope of Work:

Above Ceiling:
A. Use existing cable support system pathways.
B. Dress cables with Velcro in the above ceiling.
Structured Cabling:
A. Install (2) Cat 6 CMP cables.
B. Install (1) inline surge arrestor for each Cat 6 cable.
Connectivity:
A. Terminate the Cat 6 cables installed with Cat 6 jacks and mount in the kiosk on the south wall near the glass cages.
Administration:
A. Provide a schedule for the install.
B. Test the Cat 6 cables with a Fluke Network Analyzer.

Material List:

Qty:	Description:	Brand:	PN#:	Unit:	Total:
Above Ceiling:					
1	75 ft. Velcro CMP	Velcro	181484	$ 34.00	$ 34.00
2	Cat 6 Jacks Ivory	Leviton	61110-RI6	$ 9.63	$ 19.26
1	Boxes Cat 6 CMP Cable	Mohawk	M58292B	$ 268.12	$ 268.12
1	2 Port Ivory Face Plates	Leviton	41080-2IP	$ 1.36	$ 1.36
2	Inline Surge arrestors	Morse	Morse	$ 62.13	$ 124.26
1	Miscellanious Consumables	Morse	Mosre	$ 15.00	$ 15.00
			Material Cost:		$ 462.00
			Labor Cost:		$ 480.00
			Material Tax:		$ 32.34
			Install Cost:		**$ 974.34**

Installation Notes:
Install performed during normal business hours.
Patch panel and patch cords not included.

Marc Bouwsma
Project Manager
Morse Communications, Inc.
Phone: 321.308.2139
Cell: 321.693.4589

PROPOSAL

Craftsmen Electrical Services, Inc.
379 Williams Point Blvd. Cocoa, Florida 32927
Office: (321) 632-0525 Fax: (321) 632-4090
FL State Certified#EC-13001497, Internat'l Assoc.of Electrical Inspectors#114575
UL 96A – Master Label Lightning Protection Installer: #UL-E136206

ATTENTION Joe Woolwine			DATE 07-1-21 **REVISED**
PROPOSAL SUBMITTED TO City of Cocoa			
STREET 155 N. Wilson Ave.		JOB NAME City Hall ATM	
CITY, STATE and ZIP CODE Cocoa, Fl 32922		JOB LOCATION Cocoa Village	
ARCHITECT N/A	EMAIL	PHONE 321-635-7774	FAX 321-635-7793

We hereby submit specifications and estimates for:

This price is for electrical labor and material to run a 20Amp 120Volt circuit to new A.T.M on south end of building. We will come out of the electrical room on the 1st floor of the building. This proposal is based on regular time only.

$799.31

Same as above but overtime rate for night work

$1,045.80

Good For 90 Days

FL State Certified EC13001497, IAEI #114575

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: ___dollars **($).**

Payment to be made as follows: Payment Due Upon Receipt

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

Sole Source Letter

8/19/2020

To Whom It May Concern

This letter is to confirm that the Payment Kiosk JACK, is a sole source product, manufactured, sold, maintained and distributed exclusively by AdComp Systems Inc. No division of AdComp Systems Inc; nor any other company, makes and maintains a similar or competing product.

AdComp Systems will custom create the JACK Payment Kiosk hardware and design the software based on the customer's specific requirements and we are the only company that provides, maintains and supports this uniquely integrated custom developed kiosk that accepts cash, checks, credit cards and gives back change and integrates with a specific financial software company and a specific credit card processor and is a combination of hardware and software specifically designed to allow lookups of accounts and collect payments for various departments by also taking into account specific rules and exceptions that the customer has specified.

Sincerely,

Mansur Plumber
CEO
AdComp Systems Inc.

RESOLUTION NO. 2021-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit A would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase described in Exhibit A is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 10th day of August , 2021.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2021-075

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of AdComp Utility Payment Kiosk JACK for the City Hall Building from AdComp, Lewisville, TX.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

Exemption to Competitive Purchase

An Exemption to Competitive Purchase shall be approved before routing the purchase requisition for purchases expected to total less than $35,000 in one fiscal year. This form shall be used to justify Emergency, Single-Source, Sole-Source and Standardization purchases.

SECTION A: General

Date: 8/28/20	Account:	001-1510-536.64-15		Amount Requested:	$ 30,413.60	
Dept/Div: *1510 Finance/Customer Ser*	Requester: Jessica Dovale			Quote Attached:	☒ Yes	☐ No
Vendor (Name, Phone, Email)	AdComp Systems Inc.			Emergency Purchase:	☐ Yes	☒ No
Is Vendor Original Equipment Manufacturer (OEM)?	☒ Yes	☐ No	Single Source Purchase (If YES, attach no quote from vendor or email attempt to justify use of single source selection)		☐ Yes	☒ No
Can multiple vendors provide the same or salient product / service?	☒ Yes	☐ No	Sole Source Purchase (If YES, attach vendor memo, letterhead, stating sole source of product / service with OEM dealer, distributor, reseller authorization)		☒ Yes	☐ No
Is this purchase or project to be capitalized?	☒ Yes	☐ No	Standardization Purchase (If YES, provide detailed desciption, attach supporting documentation if applicable)		☒ Yes	☐ No

SECTION B: Justification

Use section to provide a detailed explanation of services or products and why an exemption to competitive purchase is justified. Include the purpose of the services or products and how it directly impacts department operations.

Product or Service Description (Include Model / Part No., if applicable)	Kiosk to accept cash, check, or credit card utility payments available to customer's 24/7 on the exterior wall of City Hall.
Describe purpose of product or service.	To make available to all utility customers the ability to make a real time payment in cash, check, or credit card 24/7 while providing a receipt.
What features of product or service makes this unique and exceptional to other comparable products or services?	The processing of the utility payment affects the account in real time over the existing Central Square Fusion platform that the City currently owns for connectivity to the online utility payment portal. The processing and settlement of credit cards transactions at the kiosk occur through First Mobile Trust, the vendor the settles all other credit card transactions for the City.
If applicable, describe why this product or service is compatible to existing equipment, instrumentation or services. If not enter N/A.	This kiosk works with Central Square Fusion and transactions are settled through First Mobile Trust. The City has an established relationship with both vendors. This purchase would not introduce any additonal software platforms as it will integrate with existing infrastructure.
If applicable, is this purchase in effort to support standardization of equipment or services? Provide description of how it will benefit department or operations. If not enter N/A.	Utilizing this vendor will allow the City to utilize existing infrastructure to provide real time utility payment processing and credit card settlement of transactions with no additional contracts or expense to those platforms. This kiosk is 100% compatible with existing software and the only known vendor to work with First Mobile Trust for settlement of credit card transactions.

SECTION C: Justification of Due Diligence

Use this section to document effort to identify other sources of product or services. This section does not apply for Emergency Products or Services.

Brief description of efforts made to resource other providers of product or services.	Searched for kiosk vendors that worked with First Mobile Trust; this was the only one. It also is compatible with connecting to Central Square using the Fusion platform.
Describe consequence to operations if exemption is not declared.	Procuring a kiosk that doesn't work with Central Square's Fusion will not report real time balances and payment transactions during' the customer's experience. Rather, they will post in batch style the following business day. Introducing another credit card settlement vendor will introduce a duplication
How will department or program function if product or service is discontinued?	N/A
Describe how pricing was determined to be most responsive, responsible and best value to department.	Eliminates need to secure additional contracts or expense to integrate with Customer Information System for real time payment processing or a second credit card settlement company that typically charges a fee per transactions.

Florida Statute 838.22(2), BRIBERY, MISUE OF PUBLIC OFFICE, which applies to public servants working for municipal government agencies, reads as follows: "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a

Requesting Department Director Approval	Jessica Dovale Digitally signed by Jessica Dovale Date: 2020.09.17 13:10:34 -04'00'	9/8/20
Purchasing Manager Approval	Jessica Dovale Digitally signed by Jessica Dovale Date: 2020.09.17 13:10:34 -04'00'	9/8/20
Finance Director Approval	Jessica Dovale Digitally signed by Jessica Dovale Date: 2020.09.17 13:10:34 -04'00'	9/8/20
Finance Staff Comments		

Computer Service Request (CSR) - City of Cocoa

CSR # _____

REQUESTOR'S NAME	REQUESTOR'S PHONE
Jessica Dovale	09/17/2020
REQUESTOR'S LOCATION (Dept…Address)	**TODAY'S DATE**
Finance 1510	9/17/20

MANAGERS SIGNATURE OF APPROVAL

Jessica Dovale Digitally signed by Jessica Dovale Date: 2020.09.17 13:10:34 -04'00'

PART 1: Type of Service(s) Requested (check all that apply): ☑ NEW ☐ Replacement

☑ Hardware
- ☐ 17" Monitor (City Standard)
- ☐ Printer Model: _____
- ☐ Mouse
- ☐ Standard Keyboard
- ☐ Workstation (City Standard)
- ☐ Laptop (City Standard)
- ☑ Other; Specify: AdComp Kiosk as outlined on agenda
- ☐ Surveillance Equip; Specify: _____

☐ Software
- Product Name: _____
- Use: _____
- To be loaded on the following workstation (one per CSR) _____

☐ Network Connection
- Location _____ User: _____

☐ Relocate / Setup Equipment
- Type: _____
- Location: _____
- Date of Relocation: _____

PART 2:

For all purchase requests, Account # to be charged: 001-1510-536.64-15

Grant purchase must include Grant name and HTE Grant #: _____

PART 3: Telephone Service Request:

If a list of charges is needed, please request from the Help Desk

New Telephone Line: User _____ Location _____

Existing Telephone Service Change Request _____

(enter detail below - i.e. additional services such as voicemail, call forwarding, etc or telephone line relocation)

Utility kiosk to secure payments by cash, check, credit card 24/7 on the exterior wall of City Hall. See agenda 20-568

IT MANAGER APPROVAL: Jessica Dovale Digitally signed by Jessica Dovale Date: 2020.09.17 13:10:34 -04'00'

Revised 6/19/17

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-502

File ID:	21-502	**Type:**	Contract	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/14/2021
Subject:				**Final Action:**	

Title: Approve an Addendum to the Security Agreement with the Villas of Cocoa Village, LLC for the Cottages at Cocoa Village and authorize the City Manager to execute the Agreement.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	ExtensionTheCottages.pdf, (Villas at Cocoa Village LLC).docx, Security Agreement Executed, Addendum to Security Agreement Cottages at Cocoa Village.docx	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cneuterman@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

March 30, 2021

Nancy Bunt
Community Services Director
City of Cocoa
Cocoa FL 32922

Dear Mrs. Bunt,

As you are aware, on February 03, 2020 a public health emergency was declared due to Coronavirus outbreak. On March 13 2020 it was then declared a National emergency. Since that date we are still in a Pandemic affecting all markets.

It's important to note this because there were lockdowns in effects, the availability of material and labor groups was an issue and to this date continues to be an issue and catch-up exists in projects all over the country. The Cottages at Cocoa Village also been affected by this and is suffering significant delays.

We respectfully request an extension to our security agreement for The Cottages at Cocoa Village is approved until April 30, 2022 in accordance with section 2.0 of the agreement.

Thank you!

To greater success,

TOMMY BARRAZA
PROJECT PRESIDENT & CEO
President, The Barraza-Marin Group (Developer)
Managing Partner of The Villas of Cocoa Village, LLC

CITY COUNCIL AGENDA ITEM

Memo Date: October 2, 2019
Agenda Date: October 9, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Approval of a Final Subdivision entitled “Cottages at Cocoa Village” consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code subject to conditions and approval of a Security Agreement, authorizing the City Manager to execute the same.

BACKGROUND:

The subject property consists of three (3) parcels of land (tax parcel id’s: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) containing 1.03 acres, more or less, and located at the northeast corner of Rosa L. Jones Drive and Florida Avenue. The applicant is proposing to subdivide the property into 18 individual lots as depicted on the submitted Final Subdivision Plat. The plat also depicts dedicated tracts for drainage, utilities, sidewalk, ingress and egress that are part of the overall project.

The subject property currently lies in the CBD (Central Business District) zoning district and in the Cocoa Village Sub-district of the Cocoa Waterfront Overly District. The developer of the property is requesting approval for the 18-lot subdivision in order to construct townhome units with common site amenities.

The project, known as The Cottages of Cocoa Village, has encompassed several applications to the City since its inception:

- City Council approved the original Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC, on October 10, 2018 to allow the developer to construct 18 townhomes and several enhancements of the site subject to several variances and waivers.

- City Council approved a Modification to the Cottages at Cocoa Village Binding Development Agreement on November 28, 2018. The modification revised some of the variances and waivers granted in the original Development Agreement for lots one (1) through four (4) and required a vacation of the FPL easement over lot five (5).

- The Planning & Zoning Board recommended approval of the Preliminary Subdivision with conditions on December 5, 2018.

- City Council approved the Preliminary Subdivision with conditions on December 12, 2019.

- City Council approved an assignment of the Binding Development Agreement on February 13, 2019, which transferred the developer of record from 120 Barnacle Bay, LLC to The Villas of Cocoa Village, LLC.

- City Council approved a revision to the Preliminary Subdivision Plat consistent with a Lot Width Revision Plan effecting lots five (5) through fourteen (14) on February 13, 2019.

- In conjunction with this Final Plat, a Second Modification to the Development Agreement has been presented for City Council approval, allowing a portion of Lots 1 and 2 to be located within an FP&L easement.

Future Land Use: MU (Mixed-Use)
Zoning District: Central Business District - Cocoa Village Sub-district
Existing Land Use: Vacant Land
Council District: District 1 - Councilmember Alex Goins

Overview of Surrounding Area:

	Future Land Use Designation	Zoning District	Land Use
North	MU (Mixed-Use)	CBD	Commercial w/ Warehousing
South	MU (Mixed-Use)	C-C (Core Commercial)	Commercial Retail
East	MU (Mixed-Use)	CBD-CVO	Commercial Retail w/ Office Uses
West	MU (Mixed-Use)	C-C (Core Commercial)	Commercial/ Utility

I. Final Subdivision Analysis

Consistency with Code of the City of Cocoa

The subject property is in the Cocoa Waterfront Overlay District (CWOD) - Cocoa Village Sub-district. The project will be developed using the "Townhouse" building type from the CWOD regulations, as modified by the Development Agreement and the Modification of the Development Agreement.

The following variances and waivers were previously granted by the City Council through the original Binding Development Agreement:

a. The maximum building height may be increased to 48 feet, provided that only a portion of the roof; a rooftop deck with partial covered lanai;

optional outdoor kitchen; and stairwell and elevator to access the rooftop deck may be built above the 38-foot/3-story height limitation of the Cocoa Village Overlay. Except the stairwell and elevator, nothing else on the rooftop deck may be fully enclosed but may be screened.

b. The minimum lot depth permitted shall be 50.33 feet.

c. The minimum lot size permitted shall be 1100 square feet.

d. The lot coverage maximum shall be 95% of each lot.

e. The setback along Florida Avenue shall be 1 foot.

f. The minimum rear setback for each townhome lot shall be 5 feet, except for Lots 1 through 4, which shall have a minimum rear setback of 3 feet.

g. The minimum required frontage buildout percentage shall be 25%.

h. The 20-foot maximum street setback along Rosa L. Jones Drive may be exceeded by 60 feet. The setback along Rosa L. Jones Drive shall be measured from the original property line in lieu of line as dedicated for the sidewalk.

(b) Chapter 18 Subdivisions:

a. To the extent that the shared drive aisle between Lots 1-2 and 3-4 could be considered a cul-de-sac, it is deemed exempt from Section 18-62 of the City Code as these Lots may be adequately serviced by the City's emergency responders from Rosa L. Jones Drive;

b. Pursuant to Section 16-64 of the City Code, sufficient evidence of the need for an alley has been provided by the Developer to allow for a common private driveway at the rear of Lots 5 through 14 and along the northern side of the Property to connect Florida Avenue and John Garren Lane. Such alley shall be described and shall function as a common private driveway to be maintained by the Developer and the homeowner's association; and

c. Utility easements shall not be required on the side and rear lot lines as provided in Section 18-66 of the City Code, but the Developer shall dedicate to the public utility easements over all of Tract A as depicted on the Concept Plan.

The Modification to the Binding Development Agreement applied the following changes:

For lots one (1) through four (4):

- A shifting of the location of the four lots to the east a distance of nine (9) feet.

- A reduction of the existing rear setback from five (5) feet to three (3) feet.

For lot five (5):

- A vacation of the FPL easement over that portion of the subject site will be requested by the developer.

Because the developer was not able to secure a vacation of the FPL easement referenced above, a revision to the Preliminary Subdivision Plat applied the following changes:

For Lots five (5) through fourteen (14)

The lots were shifted to the east a distance of eight (8) feet in order to clear the ten (10) foot FPL easement resulting in a reduction of the individual lot widths as follows:

- A reduction in the lot width for the four end units (Lots 5, 8, 9, and 14) from 22.33 feet to 21.7 feet.
- A reduction in the lot width of the interior units (Lots 6, 7, 10, 11, 12, and 13) from 22.00 feet to 21.3 feet.

The Preliminary Subdivision was approved by City Council with six (6) conditions. These conditions have since been addressed.

In addition, in conjunction with this Final Plat, a Second Modification to the Development Agreement has been proposed to reduce the shifting of Lots 1 through 4. An FP&L easement will be permitted in the front yard of Lots 1 and 2.

Staff concludes that the Final Subdivision application complies with all subdivision regulations of the City Code, as modified by the Development Agreement as well as the First and Second Modifications of the Development Agreement, relating to the size of the lots, setbacks, public/private streets, drainage, amenities, walls and fences, landscaping, utilities, easements, etc.

It should be noted that approval of a preliminary plat only authorizes the subdivider to install all required subdivision improvements in accordance with approved engineering plans. In order to sell lots in reference to the plat, the City Council must approve a final plat. Pursuant to Section 18-31 of the City Code, where the required subdivision improvements have not been completed prior to the submission of the final plat, the approval of such plat shall be subject to the subdivider guaranteeing the installation of such improvements through one (1) of the following methods:

(1) Filing a performance or surety bond in the amount of one hundred ten percent (110%) of the construction cost estimation of any unfinished portion of the required improvements.

(2) Depositing or placing in escrow a certified check, cash or other acceptable pledge or security, in the amount of one hundred ten percent (110%) of the construction cost estimation of any unfinished portion of the required improvements.

In this case, the applicant has chosen to deposit with the City security in the amount of 110% of the construction cost estimate of unfinished improvements, which generally consist of paving the roads, completing concrete work and curbing, and installing landscaping. The City has requested that the applicant enter into a Security Agreement. In the Security Agreement, the applicant promises to complete, at its expense, all remaining subdivision improvements within one year unless an extension is granted for good cause by the City Council. Should the applicant fail to so complete the improvements, the City is authorized to complete the improvements, the cost of which shall be borne by the applicant, and the City is further authorized to use the security to mitigate the City's costs. It is further requested that the City Council authorize the City Manager to execute this Security Agreement.

Concurrency Management/Adequate Public Facilities

Wastewater

The Level of Service (LOS) for wastewater is 319 gallons per day per household, based on the 18 lots, the projected demand on the wastewater system is 5,742 gallons per day.

The Sellers Plant is currently permitted to treat 4.5 mgd of wastewater per day, and is currently operating at 2.25 mgd. The maximum per day over the past twelve months was 2.249 mgd. Thus, there is sufficient capacity for Wastewater.

Stormwater Management

The Level of Service (LOS) for Stormwater Management is as follows:

Design Storm Event"	25-year frequency/24-hour duration event
On-site Stormwater Management:	Retention of the first one inch of rainfall for areas of more than one acre.
Stormwater Quantity:	Post development Stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
Stormwater Quality:	No significant degradation of water quality in receiving water bodies.

A stormwater pond has been constructed on site and approved by the City's Public Works Department.

Potable Water

The LOS for potable water is 122 gallons per capita per day (gpcd) per household. Based on the City of Cocoa EAR Population Projections report, the average permanent resident per dwelling unit is 2.35 per occupied unit. Thus, the average demand per household is estimated at 287 gpcd, and based on the 18 proposed dwelling units the overall demand is 5,166 gpcd.

The Dyal Plant provides potable for the City of Cocoa service area and it is currently permitted to operate at 48 million gallons per day (mgd). The maximum provision over the last twelve months is 34 mgd. Thus, there is sufficient capacity for Potable Water.

Solid Waste

The Level of Service {LOS) for the City of Cocoa is 1.2 tons of solid waste disposal per capita per year, and residential collection LOS shall be 2 times per week per household with green waste and recyclables once per week. The City contracts with Waste Management for the provision of solid waste, and the projected solid waste generated will be collected consistent with the adopted level of service standards.

Roadways (Transportation)

The minimum LOS for Florida Avenue is 'D'.

The Space Coast TPO Traffic Counts Report for 2016 indicates that the segment from Rosa L. Jones Drive to SR520 is classified as an Urban Minor Arterial and has an average annual daily traffic trip count of 6,090. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (7th Edition), the average vehicle trips per dwelling unit (on a weekday) is 9.57. Based on the 18 dwelling units, the development is projected to generate 175 trips per day (on a weekday).

Based on the LOS of D and the Current Maximum Acceptable Volume (15,600) established by the Space Coast TPO, there is sufficient capacity on Florida Avenue to support this development.

An independent traffic study was conducted by a consultant hired by the developer. Their report was submitted with the subdivision application and estimates a total average daily trip count of 97 trips with an AM peak hour of 11 trips and a PM peak hour of 14 trips.

Recreation

The Level of Service (LOS) for Recreation is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan EAR (October 2010) Data and Analysis, there exists a surplus of 118.34 acres of parks, which was determined to be more than sufficient to meet the needs of the citizens through 2020. The City's current population is 18,833 which requires 23.54 acres of park and recreation facilities. The EAR identified the City as having 323.58 acres (including the 165.09 acres Cocoa Conservation Area) available for residents. Thus, the City has sufficient recreation/parks to support the project and maintain the adopted LOS.

Schools

A School Capacity Availability Determination Letter is required for the project and will be made a condition of approval prior to recording of the final subdivision plat.

Consistency with Comprehensive Plan of the City of Cocoa

Policy 1.2.1.2:

Development in the Mixed-Use land use category shall provide pedestrian-friendly street design (examples: buildings close to street; providing porches, windows and doors oriented to the street; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

Policy 1.2.2.2:

The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major corridors and waterfront. The standards could include streetscape standards, building signage, architectural styles and gateway designs to highlight the entrances to the City.

GOAL 3.7:

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

STRATEGIC PLAN CONNECTION:

Construction of new single-family townhomes will provide additional housing opportunities for existing and new residents and will enhance the City's tax base.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of a Binding Development Agreement at its special meeting on September 24, 2018, with a contingency to add an oak tree if possible.

City Council approved the original Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC, to allow the developer to construct 18 townhomes on the subject property at its meeting on October 10, 2018.

City Council approved a Modification to the Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC. at its meeting on November 28, 2018 and authorized the City Manager to execute the same.

The Planning & Zoning Board recommended approval of the Preliminary Subdivision with conditions at its meeting on December 5, 2018.

City Council approved the Preliminary Subdivision with conditions at its meeting on December 12, 2019.

City Council approved a revision to the Preliminary Subdivision Plat consistent with a Lot Width Revision Plan effecting lots five (5) through fourteen (14) at its meeting on February 13, 2019.

RECOMMENDED MOTION:

Approval of the Final Subdivision entitled “Cottages at Cocoa” with the conditions set forth below and approval of a Security Agreement, authorizing the City Manager to execute the same:

1) A copy of the School Capacity Determination Letter is required prior to recording of the Final Subdivision Plat.
2) Provide proof of all taxes paid for the subject property.

City of Cocoa
65 Stone St
Cocoa FL 32922

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CFN 2019228992, OR BK 8567 PAGE 1282,
Recorded 10/18/2019 at 04:50 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:12

PREPARED BY AND RETURN TO:
Anthony A. Garganese, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

SECURITY AGREEMENT
COTTAGES AT COCOA VILLAGE

THIS SECURITY AGREEMENT ("Security Agreement") is made and executed this 7th day of October, 2019 by and between the City of Cocoa, Florida, a Florida municipal corporation ("City") whose address is 65 Stone Street, Cocoa, Florida 32922 and The Villas of Cocoa Village, LLC (the "Villas"), a Florida limited liability company ("Developer") whose address is PO Box 140882, Orlando, Florida 32814.

W I T N E S S E T H

WHEREAS, the Villas has requested the City approve and record a final plat of a subdivision entitled the Villas of Cocoa Village, an 18-townhome subdivision on property legally described in **Exhibit "A"** attached hereto and incorporated herein by this reference, which is further subject to the Cottages at Cocoa Village Development Agreement, recorded in the Official Records of Brevard County at Book 8308, Page 1675 and the Modification to the Cottages at Cocoa Village Development Agreement, recorded in the Official Records of Brevard County at Book 8331, Page 2166; and

WHEREAS, Section 18-31 of the City Code provides that the submission for a final plat may include depositing or placing in escrow a certified check, cash or other acceptable pledge or security, in the amount of one hundred ten percent (110%) of the construction cost estimation of any unfinished portion of required plat improvements; and

WHEREAS, the Villas has submitted a list of unfinished required plat improvements and a cost estimate prepared and sealed by its Engineer of Record for the subdivision, which is incorporated herein by this reference and attached as **Exhibit "B"**; and

WHEREAS, the list of unfinished plat improvements and cost estimate have further been reviewed and approved by the City's Public Works Director and Utilities Director; and

WHEREAS, as consideration for the approval and recordation of the final plat, the Villas desires to enter into this Security Agreement, whereby the Villas promises to complete, at its expense, all required subdivision improvements contained in the Final Engineering Plans for the Cottages of Cocoa Village, which are on file with the City; and

WHEREAS, the Villas recognizes that by approval of the final plat, the City has conferred substantial rights upon the Villas, including the right to sell, lease, or finance lots within the

subdivision and, further, that the City will be damaged to the extent of the cost of installation of any required subdivision improvements arising from the Villas' failure to perform its obligations within the time specified herein; and

NOW, THEREFORE in consideration of the mutual promises, covenants and agreements set forth herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are hereby incorporated herein by reference and deemed a material part of this Security Agreement.

2.0 **Obligations to Complete Subdivision Improvements.** The Parties agree that the Villas shall be obligated to install and construct, or cause to be installed or constructed, at its sole expense, all required subdivision improvements contained in the Final Engineering Plans for the Cottages of Cocoa Village, which are on file with the City and approved by the City Council on Dec. 12, 2018 (the "Required Subdivision Improvements"). The Parties further agree that the Villas shall be obligated to complete installation or construction, or cause to be completed installation or construction, of the Required Subdivision Improvements within one year of final plat recordation, unless an extension is granted for good cause by the City Council. Completion shall mean that all Required Subdivision Improvements have been approved by the Public Works Director and the Villas have been submitted all final as-builts and record drawings consistent with actual construction and completion of the Required Subdivision Improvements.

3.0 **Security.** The Villas shall furnish to the City a cashier's check in the amount shown in Exhibit B as security to assure the Villas' faithful performance of this Agreement and completion of the Required Subdivision Improvements as provided by Section 18-31 of the City Code. The City shall hold the cashier's check in escrow and shall be entitled to use the security to mitigate the City's damages in the event of a default by the Villas. A default by the Villas shall include, but not be limited to, the following:

a. Failure to timely compete construction or installation of the Required Subdivision Improvements;
b. Insolvency, appointment of a received, or the filing of any petition in bankruptcy; and
c. Commencement of a foreclosure action against the Property or a portion thereof.

Upon such a default, the City shall provide written notice to the Villas. In the event the Villas fails to cure any default under this Security Agreement within twenty (20) days after the written notice is effective, the Villas irrevocably authorizes and agrees that the City shall be entitled to complete the Required Subdivision Improvements and agrees to pay the entire cost thereof. The City may complete the Required Subdivision Improvements, and any repairs to any other previously completed subdivision improvements which are deemed damaged by the City upon default and prior to final acceptance by the City in accordance with the Final Engineering Plans, by contract or any other method the City deems appropriate at the Villas' expense, including using any supplies and materials available at the work site.

Upon written request, the City shall permit reduction of the security held upon the: (1) submittal of any required as-built or record drawing and approval by the Public Works Director; and (2) submittal of a cashier's check for the estimated cost of the remaining Required Subdivision Improvements, provided said check is submitted after the City has determined that the Required Subdivision Improvements are fifty percent (50%) completed.

4.0 **Compensation to City.** Notwithstanding Section 3.0 above, which shall not be construed as a limitation of liability, the Villas shall be required to reimburse the City for any and all actual costs incurred by the City in completing the Required Subdivision Improvements, should costs exceed those estimated in Exhibit B or should it be discovered that additional Required Subdivision Improvements have not been constructed or require repair prior to final completion in accordance with the approved Final Engineering Plans. Such actual costs shall include fees and charges of architects, engineers, attorneys, other professionals, and court costs. The City shall be entitled to pursue all remedies allowed by law or in equity to seek reimbursement of such expenses.

5.0 **Maintenance Bond.** Nothing herein shall be construed as excusing or excepting the Villas from the requirements of Section 18-31 of the City Code, requiring the filing of a maintenance warranty bond prior to the acceptance of required improvements by the City in the amount of ten percent (10%) of the construction cost estimation of all such improvements. Such bond shall be for a one (1) year period of time commencing at the date of the City's acceptance and shall cover all public improvements installed by the Villas.

6.0 **Recordation.** Upon full execution by both parties hereto, this Security Agreement shall be recorded in the public records of Brevard County, Florida, and shall run with the land and be binding upon successors and assigns.

7.0 **Attorney's Fees.** In the event of any legal action arising under this Security Agreement between the Parties, the prevailing party shall pay the other party's reasonable attorney's fees, court costs, and expenses, through all appellate proceedings.

8.0 **Notices**. All notices, demands, requests, consents, approvals or other communications (collectively, "**Notices**") required or permitted to be given hereunder or which are given with respect to this Security Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO City:

Attn: City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, FL 32922

TO the Villas:

P.O. Box 146882
Orlando, FL 32814

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Security Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

9.0 **Sovereign Immunity.** Notwithstanding any other provision set forth in this Security Agreement, nothing contained in this Security 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. This paragraph shall survive termination of this Security Agreement.

10.0 **Indemnity.** Neither the City nor any elected official, officer, employee, or agent shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of the Villas, its agents, employees, contractors, and subcontractors in the performance of this Security Agreement. The Villas further agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents from any and all claims, demands, causes of action, liability or loss of any sort ("Claims"), because of, or arising out of, acts or omissions of the Villas, its agents, employees, contractors, and subcontractors in the performance of this Security Agreement, including all Claims arising out of, in whole or in part, the design or construction of the Required Subdivision Improvements, except for such Claims arising out of the sole negligence of the City.

11.0 **Governing Law and Venue**. This Security Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida for state court actions and in Orlando, Florida for federal court actions.

12.0 **Entire Agreement.** This Security Agreement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Agreement.

13.0 **Modifications.** This Security Agreement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns heirs, or representatives thereto.

14.0 **Severability**. If any provision, or a portion thereof, of this Security Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Security Agreement or the application of such provision, or portion thereof, to any persons or circumstances shall not be affected thereby and the

remainder of this Security Agreement shall be given effect as if such invalid, inoperative or unenforceable portion has not been included; such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any person or circumstances, shall not be given effect.

IN WITNESS WHEREOF, the parties have executed this Modification to Development Agreement as of the date first above written.

ATTEST:

City of Cocoa SEAL FLORIDA

Carie Shealy, City Clerk

CITY OF COCOA,
a Florida municipal corporation.

John A. Titkanich, Jr.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 9 day of October, 2018 by John A. Titkanich, Jr. as the City Manager of the City of Cocoa, a Florida, a Florida municipal corporation, ✓ who is personally known to me or ___ who has produced _____ as identification.

MONICA R. ARSENAULT
MY COMMISSION # GG 003349
EXPIRES: June 16, 2020
Bonded Thru Budget Notary Services

Notary Public, State of Florida
My Commission Expires: 6.16.20

WITNESSES:

Print Name: Douglas J. Petro

Print Name: Kenneth R. Uncapher

THE VILLAS OF COCOA VILLAGE, LLC, a Florida limited liability company

By: _____
Print Name: Tommy Barraza
Title: President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7th day of October, 2018 by Tommy Barrage as President of The Villas of Cocoa Village, a Florida limited liability company, X who is personally known to me or ___ who has produced _____ as identification.

KENNETH R UNCAPHER
Notary Public - State of Florida
Commission # FF 921393
My Comm. Expires Jan 9, 2020
Bonded through National Notary Assn.

Notary Public, State of Florida
My Commission Expires: 1/9/20

Kenneth R. Uncapher

EXHIBIT A
Legal Description

EXHIBIT B
Engineer's Estimate

EXHIBIT "A"

Legal Description

Lots 2, 3, 4, 5 and 6, Block 20, Travis Addition to Cocoa, according to the plat thereof, recorded in Plat Book 1, Page 71, Public Records of Brevard County, Florida;

Together with that portion of a vacated street more particularly described as follows:

Begin on the North line of Poinsett Drive, at the Southeast corner of Lot 2 in Block 20 of Travis Addition to Cocoa, according to the plat thereof, recorded in Plat Book 1, Page 71, Public Records of Brevard County, Florida; thence run the North line of Poinsett Drive, East 50 feet to the West line of the old right-of-way of the Florida East Coast Railway Company; thence run the West line of said right-of-way Northwesterly to its intersection with a prolongation with the North line of Lot 2, Block 20 of Travis Addition to Cocoa aforesaid; thence run the prolongation of the North line of said Lot 2 aforesaid West 50 feet more or less to the Northeast corner of said Lot 2, thence run the East line of said Lot 2 aforesaid Southeasterly to the Point of Beginning.

ERIN TRAUGER CONSULTING ENGINEER

October 4. 2019

John Titkanich
City of Cocoa City Manager
City Hall
65 Stone Street
Cocoa, FL 32922

Dear Ms. Titkanich,

On behalf of my client for the Cottages of Cocoa Village, we respectfully request the ability to bond the remaining improvements at the referenced project location that were included as part of the site plan approval provided by the City of Cocoa. We would further request the ability to move forward with and through the final plat process. The enclosed is a cost estimate based on detailed bid information provided by the contractor involved with the project and field review of construction status. It is understood that a final engineering certification letter shall be provided for the project once all items are complete and prior to issuance of certificate of completion or certificates of occupancy. Lastly, we would request that as each item is completed, and the required record survey drawing is provided with a reviewed and approved Engineer Certification letter, the bond provided for that item be released to the Developer.

Thank you for your time and help in navigating us through these final steps of the development process for this project. If you have any questions, please don't hesitate to contact me at (321) 652-5316.



Sincerely,

OCT 0 4 2019

Erin Trauger, P.E.
Principal Civil Engineer

p.o. box 360253, melbourne, fl 32936 • direct (321) 652-5316 • erin.trauger@gmail.com

COTTAGES OF COCOA VILLAGE ENGINEERING ESTIMATE

Description	#	Unit	Unit Price**	Total
CLEAR/ GRUBBING/ DEMOLITION				
COMPLETE AS COMMUNICATED BY CONTRACTOR *				NA
EARTHWORK				
COMPLETE AS COMMUNICATED BY CONTRACTOR*				NA
STORM DRAINAGE				
COMPLETE AS COMMUNICATED BY CONTRACTOR*				NA
WATERLINE				
COMPLETE WITH AS-BUILT PROVIDED AND FDEP CLEARANCE OBTAINED				NA
SANITARY SEWER				
COMPLETED AS COMMUNICATED BY CONTRACTOR*				NA
PAVEMENT (ON-SITE)				
1 1/2" SP 12.5/ Asphalt	667	SY	$ 22.00	$ 14,653.00
BASEROCK COMPLETED AS COMMUNICATED BY CONTRACTOR *				NA
SUB-BASE COMPLETED AS COMMUNICATED BY CONTRACTOR*				NA
SUBTOTAL VALUE FOR PAVEMENT ON-SITE				**$ 14,653.00**
CONCRETE (ON-SITE)				
CURBING COMPLETED ONSITE AS COMMUNICATED BY CONTRACTOR *				NA
Sidewalk (On-Site)	2,500	SF	$ 5.00	$ 12,500.00
CONCRETE DRIVEWAY	1	LS		$ 9,000.00
SUBTOTAL VALUE FOR CONCRETE ON-SITE				**$ 21,500.00**
LANDSCAPING (ON-SITE)				
Trees	**1**	**LS**	**$ 7,500.00**	**$ 7,500.00**
IRRIGATION AND SOD COMPLETED AS COMMUNICATED BY CONTRACTOR*				
PAVEMENT (RIGHT OF WAY)				
COMPLETED AS COMMUNICATED BY CONTRACTOR*				
CONCRETE (RIGHT OF WAY)				
CURBING COMPLETED OFFSITE AS COMMUNICATED BY CONTRACTOR*				NA
SIDEWALKS AND RAMPS OFFSITE COMPLETED AS COMMUNICATED BY CONTRACTOR*				NA
BRICK PAVERS (RIGHT OF WAY)				
COMPLETED AS COMMUNICATED BY CONTRACTOR*				NA
PAVEMENT/ MARKINGS/ SIGNAGE (RIGHT OF WAY)				
AS SHOWN PER PLAN	**1**	**LS**	**$ 9,234.00**	**$ 9,234.00**
MAIL BOX KIOSK	**1**	**LS**		**$ 2,500.00**

TOTAL VALUE OF REMAINING IMPROVEMENTS				**$ 55,387.00**

Notes:
* Items communicated by contractor to be complete have been reviewed by engineer in field but final as-built survey and engineering certification have not been completed. As-built and Engineer Certification to be provided prior to release of bond or certificate of completion.
** Unit Pricing and quantities based on bid proposals for work provided by contractor.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

ADDENDUM TO SECURITY AGREEMENT

COTTAGES AT COCOA VILLAGE

THIS ADDENDUM TO SECURITY AGREEMENT ("**Addendum**") is made and executed this _____ day of August, 2021, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("**City**"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **THE VILLAS OF COCOA VILLAGE, LLC,** a Florida limited liability company ("**Developer**"), whose address is P.O. Box 140882, Orlando, Florida 32814.

WITNESSETH:

WHEREAS, the Villas previously requested that the City approve and record a final plat of a subdivision entitled the Cottages at Cocoa Village, an 18-townhome subdivision on property legally described in **Exhibit "A"** attached hereto and incorporated herein by this reference, which is further subject to the Cottages at Cocoa Village Development Agreement, recorded in the Official Records of Brevard County at Book 8308, Page 1675; the Modification to the Cottages at Cocoa Village Development Agreement, recorded in the Official Records of Brevard County at Book 8331, Page 2166; the Second Modification to the Cottages at Cocoa Village Development Agreement, recorded in the Official Records of Brevard County at Book 8567, Page 1277; and

WHEREAS, pursuant to Section 18-31 of the City Code, the Developer previously executed a Security Agreement, dated October 7, 2019, and recorded in the Official Records of Brevard County at 8567, Page 1282, as a condition of approving the final plat to secure the unfinished improvements for the Cottages subdivision, and the Developer provided a cashier's check as security for such improvements in the amount provided in the Security Agreement; and

WHEREAS, the Developer agreed, pursuant to the Security Agreement, that it would be obligated to complete the installation or construction, or cause to be completed the installation or construction, of the certain Required Subdivision Improvements as designated in the Security

Agreement, within one year of final plat recordation, unless an extension was granted for good cause by the City Council; and

WHEREAS, the final plat was recorded on October 17, 2019, in Brevard County Plat Book 67, Page 87, and the Developer has requested an extension of the time permitted to complete the Required Subdivision Improvements; and

WHEREAS, on July 27, 2021, the City Council granted an extension of time to complete the Required Subdivision Improvements for six (6) months until January 31, 2022, for good cause shown; and

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

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

2.0 Extension of Time. Section 2.0 of the Security Agreement is hereby amended to provide that the Developer shall be obligated to install and construct, or cause to be installed or constructed, at its sole expense, the Required Subdivision Improvements as defined in the Security Agreement by January 31, 2022, unless a further extension is granted for good cause by the City Council.

3.0 Effective Date. This Addendum shall become effective upon approval by the City Council and execution by both parties hereto.

4.0 Recordation. Upon full execution by both parties hereto, this Addendum shall be recorded in the public records of Brevard County, Florida, and shall run with the land.

5.0 Miscellaneous. All terms and conditions of the Security Agreement which are not expressly and specifically modified by this Addendum, shall continue to remain in full force and effect, and the Security Agreement, as amended and modified hereby, shall be binding upon and shall benefit the City and Developer and their respective successors, assigns and successor in title. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement, and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of the following witnesses:

CITY OF COCOA

_____
Signature of Witness

By: _____
Michael C. Blake, Mayor

_____
Printed Name of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

CITY SEAL

ATTEST:

By: _____
Carie Shealy, City Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

Signed, sealed and delivered in the presence of the following witnesses:

THE VILLAS OF COCOA VILLAGE, LLC

_____
Signature of Witness

By:_____

Print Name and Title: _____

_____
Printed Name of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by_____, the _____of The Villas of Cocoa Village, LLC, on behalf of the company, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

EXHIBIT A
LEGAL DESCRIPTION

Lots 2, 3, 4, 5 and 6, Block 20, Travis Addition to Cocoa, according to the plat thereof, recorded in Plat Book 1, Page 71, Public Records of Brevard County, Florida;

Together with that portion of a vacated street more particularly described as follows:

Begin on the North line of Poinsett Drive, at the Southeast corner of Lot 2 in Block 20 of Travis Addition to Cocoa, according to the plat thereof, recorded in Plat Book 1, Page 71, Public Records of Brevard County, Florida; thence run the North line of Poinsett Drive, East 50 feet to the West line of the old right-of-way of the Florida East Coast Railway Company; thence run the West line of said right-of-way Northwesterly to its intersection with a prolongation with the North line of Lot 2, Block 20 of Travis Addition to Cocoa aforesaid; thence run the prolongation of the North line of said Lot 2 aforesaid West 50 feet more or less to the Northeast corner of said Lot 2, thence run the East line of said Lot 2 aforesaid Southeasterly to the Point of Beginning.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-524

File ID:	21-524	**Type:**	Resolution	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/27/2021
Subject:				**Final Action:**	

Title: Approve the Preliminary Assessment Resolution 2021-071 for Fire Protection, for Fiscal Year 2022.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	fy22_cocoa_fireassessment_update_techmemo_20210727.pdf, Preliminary Fire Assessment Resolution 2021.docx	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	lhowell@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

TECHNICAL MEMORANDUM

Stantec Consulting Services Inc.
777 S Harbour Island Boulevard Suite 600 Telephone: (904) 247-0787
Tampa FL 33602-5729 Facsimile: (904) 241-7708

DATE: July 27, 2021
TO: Lora Howell, Deputy Finance Director – City of Cocoa, Florida
FROM: Peter Napoli – Senior Consultant, Financial Services
RE: **FY 2022 Fire Assessment Roll Update**

Background: Stantec Consulting Services Inc. completed a Fire Assessment Study for the City of Cocoa (City) that was implemented in Fiscal Year (FY) 2014. Since 2015, annual updates have been performed for the Fire Assessment program and Non-Ad Valorem. This Technical Memorandum presents the results of the analysis for the Fire Assessment to be implemented for FY 2022.

Scope

The scope for the FY 2022 Fire Assessment Update included the following:

1) An evaluation of the need for increased Fire Assessment revenue in the context of the General Fund Financial Sustainability Analysis, the results of which are being delivered in a separate Report; and
2) Update the Non-Ad Valorem Fire Assessment Roll to include the revenue increase in the assessment to all assessed parcels as indicated in the results section of this memo. The data utilized to prepare the updated assessment roll is obtained directly from the Brevard County Property Appraiser.

There is no change to the Fire Assessment methodology for FY 2022.

Results

Based upon the analysis conducted in this year's update, it was determined that the Fire Assessment rates should increase by 3.00% as shown in the table below.

	FY 2021	FY 2022	Increase %
Residential Rate per Dwelling Unit	$ 222.10	$ 228.76	3.00%
Tier 1 Rate per Parcel EBU	$ 157.03	$ 161.74	3.00%
Tier 2 Rate per Parcel EBU	$ 9.84	$ 10.14	3.00%

The FY 2021 rates generated approximately $2.91 million of billed assessment revenues including corrections. The updated Non-Ad Valorem assessment roll submitted to City Staff for review shows a billed assessment revenue of $3.07 million. These revenues, in combination with a subsidy from the General Fund for the remaining costs of providing Fire Protection services will sufficiently fund the Fire Department's projected operations and maintenance costs

and capital improvement program. The General Fund Sustainability Analysis performed separately from this project provides for the projected financial dynamics of the General Fund and shows the sustainable 10-year projection with these Fire Assessment rate adjustments included therein.

The City's projected Fire Assessment revenue must provide sufficient funding for the annual debt service requirements of the Series 2016 Fire Assessment Bonds (Fire Stations) and the Series 2014 Note (Fire Apparatus). This year's analysis confirms the City's projected Fire Assessment revenues will maintain the City's policy requiring revenues at least 1.25 times greater than the annual debt service requirements and ensure the adequate funding of the debt service requirements for the debt service amount due in FY 2022.

A Fire Assessment Roll is being delivered separately to reflect all current assessable parcels, along with a full list of exempted parcels for staff use. A separate roll is delivered for use by the Brevard County Property Appraiser and Tax Collector for TRIM purposes. Upon review and any revisions, the final roll will be delivered for the FY 2022 tax bills.

If you have any questions or would like to discuss this Technical Memorandum, please do not hesitate to call me at (904) 671-0117.

Very truly yours,



Peter Napoli
Senior Consultant, Financial Services

CITY OF COCOA, FLORIDA

FIRE PROTECTON ASSESSMENT
PRELIMINARY ASSESSMENT RESOLUTION

RESOLUTION NO. 2021-071

ADOPTED AUGUST 10, 2021

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RESOLUTION No. 2021-071

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO THE DELIVERY AND FUNDING OF FIRE PROTECTION SERVICES AND FACILITIES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 20-2006 WITHIN THE ENTIRE AREA OF THE CITY TO FUND FIRE PROTECTION SERVICES AND FACILITIES; ESTABLISHING FIRE ASSESSMENT RATES FOR CITY FISCAL YEAR 2021/2022; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED SPECIAL ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 20-2006, Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Preliminary Rate Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the fire protection services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa FY 2016 Fire Protection Assessment Study, dated August 5, 2015, as updated by the FY 2017 Fire Protection Assessment Study, dated July 25, 2016, prepared by Burton & Associates, as updated by the Technical Memorandums prepared by Stantec, dated August 4, 2017, August 9, 2018, August 6, 2019, August 18, 2020 and July 27, 2021, as may be further amended in writing.

"Assessment Ordinance" means City Ordinance No. 20-2006, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Fire Protection Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. In addition and supplemental to the findings adopted by the City Council in Ordinance No. 20-2006, it is hereby ascertained, determined and declared as follows:

(A) The constant preparedness to provide fire protection services, facilities and programs possesses a logical relationship to the use and enjoyment of real property by:

(1) preserving and/or enhancing property values, marketability and ability to develop for all parcels; (2) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (3) protecting the life and safety of intended occupants in the use and enjoyment of real property; (4) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (5) providing protection for uninsured or underinsured property and property owners; and (6) containing the spread of fire incidents, sometimes occurring on unimproved property, with the potential to spread and endanger the value, structures and occupants of nearby property, thereby limiting liability.

(B) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit conveyed by readiness-to-serve availability of fire protection service provided by the City to all parcels (improved and unimproved), and an additional benefit that this availability of service provides to improved property by the protection from the loss of the structures on improved parcels through the ability to obtain insurance at attractive rates and the ability of the City to respond to and suppress a fire, and has considered the recent decision of the Florida Supreme Court, Morris v. City of Cape Coral, 163 So. 3d 1174 (Fla. 2015), which upheld a similar methodological approach recommended by Burton & Associates that apportioned costs based on the general availability of fire protection services to all

property owners in tier 1, and in tier 2, provided the additional benefit to improved property owners of protecting structures from damage.

(C) Readiness to serve apportionment is based upon the premise that real property receives a substantial benefit from the mere presence and availability of on-call fire protection services and facilities. Such benefit is independent of, and enjoyed even in the absence of, a call or need for actual service. A given Tax Parcel is benefited over time by that availability alone, even when that Tax Parcel does not generate a call for service, through increased value and marketability, development potential, heightened use and enjoyment of the property, and reduced insurance premiums.

(D) The City expends substantial and measurable resources each year in maintaining a constant state of availability, readiness and preparedness which is the primary function of the Fire Department. Preparedness costs are generally those incurred in providing the personnel, operations and facilities necessary for continual, around-the-clock readiness to serve fire protection. Aside from annual inflationary adjustments and atypical expenditures necessitated in a given budget cycle, such costs remain relatively static and unchanged from year to year and are therefore predictable with accuracy across consecutive budget cycles. Preparedness costs are not determined by the nature of an actual fire event or the whether a Tax Parcel is improved or un-improved and are incurred even when the department remains on standby.

(E) Preparedness costs associated with readiness to serve will be incurred without regard to the nature, extent or duration of actual deployments, or the improved or un-improved status of an individual Tax Parcel, and logically apply to every Tax Parcel (or parcel equivalent for un-improved parcels) of real property in the City. However, in the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit and it was determined to maintain that same feature in the proposed assessment rate structure. Therefore, it was determined that residential dwelling units share in the preparedness costs equally per dwelling unit. Un-improved parcels are converted to parcel equivalents, or parcel equivalent benefit units (parcel EBUs) by dividing the subject parcel's acreage by the average size of improved parcels of the same property class. Preparedness costs are logically related to the number of Tax Parcels/Dwelling Units/parcel EBUs) which, in the aggregate, define the geography of the City and establish the basic service area within which the City must ensure preparedness and readiness to serve. Such preparedness costs are equitably and reasonably shared by all Tax Parcels/Dwelling Units /parcel EBUs on an equal basis since each Tax Parcel/Dwelling Unit /parcel EBU benefits in a substantially similar degree from the readiness to serve aspect of such costs.

(F) All Tax Parcels/Dwelling Units/parcel EBUs within the City receive a substantially similar special benefit from the availability of fire protection services and facilities provided by the City, because the fire protection resources are maintained

throughout the City at the same state of response readiness and availability to all Tax Parcels/Dwelling Units/parcel EBUs.

(G) The City maintains its fire protection resources at a level that provides a response readiness condition to respond to calls for service throughout the City at relatively equal levels of service. When needed, responses are made to calls for service without discrimination as to the property type, location within the City, or any other factors specific to the property requiring the service.

(H) Therefore, all properties, improved and unimproved, receive a special benefit from the very availability of the City's fire protection services and facilities, and improved Tax Parcels also receive an additional special benefit in the protection from the loss of structures on the property afforded by 1) the ability to obtain fire insurance at attractive rates, and 2) the availability of the fire protection services provided by the City to actually suppress a fire and protect the structure(s) on the property from damage and/or loss. The special benefits provided to all Tax Parcels/Dwelling Units/parcel EBUs, improved and unimproved, by the availability of fire protection services and facilities provided by the City include but are not limited to:

(1) Availability of immediate response to fire,

(2) First responder medical aid to protect the life and safety of occupants,

(3) Containment of liability for emergency incidents on the subject Tax Parcels and the spread of fires to other property,

(4) Enhanced property value, and

(5) Enhanced marketability of and/or ability to develop property.

(I) In addition to the above special benefits that are conferred upon all Tax Parcels/Dwelling Units/parcel EBUs in the City, additional benefits are conferred upon improved Tax Parcels including protection from the loss of structures on the property due to fire by virtue of:

(1) The ability to obtain fire insurance and to obtain that insurance at attractive rates because of the availability of fire protection service, and

(2) Protection of loss of structures provided by the availability of fire suppression service provided by the City.

(J) Accordingly, the apportionment methodology described in the Assessment Study recognizes two tiers of benefit: Tier 1, the simple availability of fire protection service which is available equally without discrimination to all Tax Parcels/Dwelling Units/parcel EBUs of all types within the City by virtue of the continued state of readiness to provide fire protection service that is maintained by the City, and Tier 2, the protection from the loss of structures on the property provided by the availability of fire protection service by the ability to obtain fire insurance, and the continued state of readiness maintained by the City so that when actual calls for service are received the City can

provide fire suppression service to protect property owners from the loss of structures on their property. As with the Tier 1 readiness costs, the Tier 2 costs for the structure value on all improved residential parcels is allocated equally per dwelling unit to all dwelling units on those parcels; thus the combined Tier 1 costs per dwelling unit plus the Tier 2 costs per dwelling unit result in a uniform, equal assessment rate per dwelling unit for all dwelling units on improved residential parcels.

(K) The fixed, non-discretionary costs of the Fire Department comprising Tier 1 are generally the personnel costs that must be incurred independent of the number of calls for service (which are total personnel costs less the portion of personnel costs involved in actually responding to calls for service) plus lease payments and capital expenses. The Assessment Study has determined that such Tier 1 costs represent approximately 60% of total fire protection costs.

(L) Tier 2 costs associated with protection from loss of structures on property include all other costs that are not included in Tier 1. Such Tier 2 costs include the portion of personnel costs involved in actually responding to calls for service, plus other costs that are incurred relative to variable drivers such as fuel, equipment maintenance, and other operating costs. The Assessment Study has determined that such Tier 2 costs represent approximately 40% of total fire protection costs.

(M) Improved properties benefit from the protection from loss of the structures on the Tax Parcels. The protection from the loss of the structures due to fire is best

represented by the protection from the loss of the investment in the structure(s) or the avoidance of the cost of replacing the structure(s) on the property. This protection from loss is conferred on such Tax Parcels by the availability of the fire protection services provided by the City either through the ability to obtain fire insurance or by the ability of the City to provide actual fire suppression services, whether or not a request for service is ever received.

(N) The actual investment or replacement cost of the structure(s) on the Tax Parcels in the City is not readily available and would require inordinate resources to determine and maintain over time. However, the structure values on tax parcels analyzed annually pursuant to state law and kept in the County Property Appraiser's database are readily available and are the best data reasonably available as a surrogate representation of the relative investment or replacement cost of structures on each Tax Parcel in the City as compared to the investment or replacement cost of structures on all Tax Parcels in the City. Therefore, it is appropriate to apportion the costs associated with Tier 2 based upon the relative value of structures on improved Tax Parcels as contained in the Property Appraiser's database.

(O) Apportionment associated with Tier 2 based upon structure value inherently addresses the higher and proportionate benefit accruing to properties facing potentially greater financial loss in the event of fire incident and is a direct and logical

means to allocate the costs and benefits of fire protection services and facilities associated with Tier 2.

(P) Besides cost and efficiency advantages associated with relying upon a publicly maintained database for apportionment metrics, a methodology utilizing structure value is advantageous because it is uniform across all Tax Parcels in its application of value as a proxy for measuring and allocating the relative benefit conveyed to each improved Tax Parcel. Tax Parcels with similar structure value are assessed with proportionate fairness, and the methodology provides an internal system of controls which is self-correcting in that valuation may change over time according to improvements, redevelopment and other factors and such changes in value will be addressed automatically each subsequent year in accordance with the latest structure value determined by the Property Appraiser. In Morris v. City of Cape Coral, 163 So. 3d 1174, 1179 (Fla. 2015), the Florida Supreme Court found that the "use of property appraiser's structure value is reasonable because the property appraiser is statutorily required to use replacement cost to determine this value."

(Q) Utilizing improvement value as one factor among several considered in a given methodology is fair, reasonable and equitable since the resulting assessments form a logical valuation base against which the special benefits and costs may be multiplied or determined.

(R) In the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit. It was determined to maintain that same feature in the proposed assessment rate structure. Therefore, the assessment rate per residential dwelling unit was calculated as the sum of the Tier 1 costs for all improved residential parcels plus the Tier 2 costs for all residential parcels divided by the total number of dwelling units on all improved residential parcels to derive the average assessment per dwelling unit.

(S) The two-tiered apportionment methodology relies upon the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities. The database indicates the number of Tax Parcels within the City, each Tax Parcel's status as improved or unimproved, and the structure or improvement value associated with each. The number of Tax Parcels and structure value are updated by the Property Appraiser as properties within the City develop or combine, split or subdivide. Therefore, the fire assessments will be essentially self-correcting as the assessment roll is updated each year and unimproved Tax Parcels upon which structures have been constructed are reclassified as improved Tax Parcels and their assessments are adjusted accordingly. Furthermore, this database can be accessed from year to year without extraordinary effort or cost to the City and provides a stable, reliable, reasonably accurate and cost effective basis for annual administration and updating of the assessment program.

(T) Use of such publicly maintained data avoids duplication of efforts and the ongoing expenses associated with the City developing and maintaining apportionment metrics on its own, thereby resulting in cost-efficient administration and use of public resources. The City avoids expending substantial resources in determining the factors upon which the methodology is based and administered over time because it relies upon the database developed, compiled and maintained by the Property Appraiser each year during the course of performing his or her constitutional responsibilities, at no additional cost to the Property Appraiser or the taxpayers of the City.

(U) Furthermore, if the owner of Assessed Property owner felt in any given year that the benefit to their Tax Parcel was inequitable, there is an appeal process already in place and administered by the countywide value adjustment board by which to seek remedy. If the value adjustment board or Property Appraiser, through existing statutory procedures, reduces the structure valuation associated with a given Tax Parcel, the fire assessment would likewise be reduced, automatically, as the annual assessment roll is updated with no further effort required by the property owner - an additional example of the self-correcting, equitable and cost-efficient nature of the methodology. Additionally, the City has also established an administrative appeal process to hear inequitable claims made by an owner of vacant Assessed Property pursuant to Resolution No. 2013-143.

(V) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a portion of an essential service or improvement, such as fire protection services and facilities, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(W) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Fire Protection Assessments at a rate less than necessary to fund all or any specific portion of the Fire Protection Assessed Costs. Costs incurred in providing fire protection services and facilities not otherwise funded through Fire Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of budget allocation or expense otherwise funded by a special assessment, in part to one tier or class of any budget allocation or expense, or in any combination thereof, and maintain the validity of the apportionment. The flexibility is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion

and equity vested in the City Council. However, in no event shall any annual rate of Fire Protection Assessment exceed the maximum assessment rate previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(X) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the two distinct tiers or classes of apportionment allocation described herein. The two tiers, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(Y) The apportionment among Tax Parcels of a portion of the City's annual budget for fire protection services, facilities and programs necessary for providing the continual readiness to provide fire protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(Z) The benefits derived from the continual readiness to provide fire protection services, facilities and programs as to each Tax Parcel subject to the Fire Service Assessments equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not

exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(AA) The City Council hereby finds and determines that the Fire Protection Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding fire protection services and facilities by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

(BB) The City Council also recognizes and finds that the City of Cocoa's fire assessment was recently validated on August 18, 2016 by the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida in case No. 05-2016-CA-025719 for purposes of securing funding for the construction of three new fire stations, and the City Council continues to rely on said validation for purposes of levying the Fire Protection Assessments to be imposed in accordance with this Resolution.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED FIRE PROTECTION ASSESSED COST.

(A) The estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments for the Fiscal Year commencing October 1, 2021, is approximately $3.07 million. The Fire Protection Assessed Cost will be funded through the imposition of Fire Protection Assessments, as provided herein.

(B) The City Manager shall utilize the assessment rates associated with Tier 1 and Tier 2 of the Fire Protection Assessments as described in this Preliminary Assessment Resolution in the preparation of the preliminary Assessment Roll as provided in Section 2.02 of this Preliminary Assessment Resolution.

SECTION 2.02. ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for Fire Protection Assessments for the Fiscal Year commencing October 1, 2021, in the manner provided in Section 2.03 of the Assessment Ordinance. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Fire Protection Assessments hereunder. The City Manager shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Assessment Study which summarizes information and analysis related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m. or soon thereafter on September 14, 2021, in City Council Chambers of City Hall, 65 Stone Street, Cocoa, FL 32922, at which time the City Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire Protection Assessments and authorizing an alternative manner of collection.

SECTION 2.04. NOTICE BY PUBLICATION. The City Manager shall direct the publication of notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided by the Assessment Ordinance. The notice shall be published no later than twenty days before the hearing which is on or about August 24, 2021, in substantially the form attached hereto as Appendix A. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

SECTION 2.05. NOTICE BY MAIL, IF NECESSARY. To the extent that the City Manager determines that the mailing of notice of the public hearing authorized by Section 2.03 is required for certain Assessed Property, in the manner and time provided by the Assessment Ordinance, the notice shall be mailed no later than twenty days (August 24, 2021) before the hearing, in substantially the form previously approved by the City Council as Appendix B to the 2015 Preliminary Resolution.

ARTICLE III

ASSESSMENTS

SECTION 3.01. FIRE PROTECTION ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Fire Protection Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the Assessment Ordinance and the Final Assessment Resolution.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Protection Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Fire Service Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Fire Protection Assessments authorized by this Resolution. The City Manager is hereby authorized and directed to prepare a preliminary Assessment Roll for Fiscal Year 2021-2022 based on the following rate schedule:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$228.76	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$161.74	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$10.14	$13.55

* The minimum size per parcel equivalent was determined to be 5 acres based upon an evaluation of the range of size of developed parcels. Thus, it was determined that un-improved properties will be converted to EBU by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres/EBU to determine the number of EBUs for the parcel.

(B) The Maximum Assessment Rate for the residential and non-residential assessment set forth in the rate schedule were previously approved by the City Council by Resolution No. 2015-057 and are hereby being restated and shall continue to be the maximum rate for this next and all subsequent City fiscal years until otherwise modified by the City Council.

(C) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A).

(D) The amount of the annual Fire Protection Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with collection and administration of the Fire Protection Assessments each year.

(E) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Protection Assessments shall be utilized for the provision of fire protection services and facilities. In the event there is any fund balance remaining at the end of the 2021-22 Fiscal Year, such balance shall be carried forward and thereafter used only to fund fire protection related services, facilities, improvements and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Fire Protection Assessments for the 2021-22 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Fire Protection Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally

available revenues of the City and not through Fire Protection Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, vacant (un-improved) parcels that contain jurisdictional wetlands are not assessed for the portion of the parcels that are wetlands as those portions do not receive material benefit from fire protection service and those portions are considered to be exempt from the fire protection assessments.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or

assessable Tax Parcels are not subject to the Fire Protection Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Fire Protection Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. However, nothing herein is intended to repeal or modify the administrative appeal process for vacant (unimproved) land which is set forth in Resolution No. 2013-143. Upon adoption of the 2021/2022 Final Assessment Resolution, Resolution No. 2013-143 shall be deemed supplemental to the 2021/2022 Final Assessment Resolution subject to severability as set forth in Section 3(b) of Resolution No. 2013-143.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 10th day of August, 2021.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

Attest:

By: _____
Carie Shealy, MMC, City Clerk

To Be Published on or before August 24, 2021

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006. The proposed updated rates will not exceed the maximum rate per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2016-CA-025719.

The public hearing will be held on September 14, 2021, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice. If a person decides

to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing.

The non-ad valorem assessment will fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006. Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2021/2022 and thereafter, the fire protection non-ad valorem assessment will be billed by and collected by the Brevard County Tax Collector on the ad valorem tax bill to be mailed in November. In accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to real property that is subject to the non-ad valorem assessment.

For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental

parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$228.76	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$161.74	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$10.14	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and

preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. The total amount of revenue to be collected by the City of Cocoa in FY 2021/2022 under the non-ad valorem assessment program is estimated to be approximately $3.07 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, at (321) 433-8611, Monday through Friday between 8:00 a.m. and 5:00 p.m.

[INSERT MAP OF THE CITY OF COCOA]

CITY COUNCIL
CITY OF COCOA, FLORIDA

APPENDIX B

FORM OF NOTICE TO BE MAILED

(date) (City

(property owner's name/address – Col B)
(property owner's name/address – Col C)
(property owner's name/address – Col D)
(property owner's name/address – Col E)
(property owner's name/address – Col F)
(property owner's name/address – Col G)

Fire Protection Assessment Hearing Notice

PLEASE NOTE: THIS IS NOT A BILL

RE: PARCEL NO.: (parcel number - Col A) (parcel address – Col H)

Dear Property Owner:

This is a notice to inform you that the Cocoa City Council will conduct a public hearing to consider adopting updated Fire Protection Assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006.

BACKGROUND: The City of Cocoa has funded fire protection and first response medical services ("rescue") for its citizens through a non-ad valorem assessment since 2006. The City updated its assessment methodology and altered the non-ad valorem assessment rates based on a study prepared by the City's consultant, Burton & Associates ("Study"), which methodology and rates were adopted by Resolution 2015-057 on September 8, 2015. Updated annual studies have also been prepared by the consultant and approved by the City Council ("Updated Studies"). The Updated Studies do not modify the assessment methodology or maximum assessment rate previously approved by the City Council pursuant to Resolution 2015-057. Additionally, the City Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida in Case No. 5-2016-CA-025719.

HEARING: You are hereby notified that the City Council of the City of Cocoa, Florida will conduct a public hearing to adopt an updated non-ad valorem assessment. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary.

> **Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment.**

The public hearing will be held on September 14, 2021 at 6:00 PM or soon thereafter at the Council Chambers, 65 Stone Street, Cocoa, FL 32922. All affected property owners have a right to attend and speak at the hearing. You may also file written objections and/or comments with the City Council within twenty (20) days of the date of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PURPOSE: The non-ad valorem assessment will continue to fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006 and the aforementioned Study. Copies of the above-referenced Ordinance, Resolutions, Study,

Updated Studies, the Circuit Court Validation, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2021/2022 and thereafter, in accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to your real property that is subject to the non-ad valorem assessment.

APPORTIONMENT METHOD AND RATES: For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, right-of-way/buffers and other properties exempted by law, agreement or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$228.76	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$161.74	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$10.14	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

The total non-ad valorem assessment proposed to be levied against your benefited parcel for FY 2021/2022 will be $(amount – Col I) for (number - Col J) Dwelling Units, or for (number – Col K) Parcel EBUs and (number – Col L) Structure EBUs. In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. No further first class mail notice is required unless the assessment rates are adjusted to levels higher than the maximum rates above or as otherwise provided by law. The total amount of revenue to be collected by the City of Cocoa in FY 2021/2022 under the non-ad valorem assessment program is estimated to be approximately $3.07 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, (321) 433-8611.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-525

File ID:	21-525	**Type:**	Resolution	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/28/2021
Subject:				**Final Action:**	

Title: Approve the Preliminary Assessment Resolution 2021-072 for Stormwater Utility Services, Fiscal Year 2022.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	fams_fy21_cocoa_stormwater_v2_workbook.pdf, 2021 Preliminary Stormwater Assessment Resolution.docx	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	lhowell@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

City of Cocoa, Florida - Stormwater Utility

FY 2021 Stormwater Revenue Sufficiency Analysis

Assumptions & Preliminary Results Workbook

COCOA
FLORIDA

Stantec

Assumptions

Schedule 1

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Rate Increase Adoption Date	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030
Annual Growth											
Stormwater											
Ending # of ERUs	14,645	14,748	14,851	14,955	15,060	15,165	15,271	15,378	15,486	15,594	15,703
ERU Growth	150	103	103	104	105	105	106	107	108	108	109
% Change in ERUs	*1.03%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*
Capital Spending											
Annual Capital Budget (Future Year Dollars)	$ 375,114	$ 2,417,620	$ 540,235	$ 445,578	$ 1,040,604	$ 1,080,488	$ 857,863	$ 883,599	$ 910,107	$ 937,410	$ 965,532
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Average Annual Interest Earnings Rate											
On Fund Balances	0.25%	0.25%	0.50%	0.50%	0.75%	0.75%	1.00%	1.00%	1.00%	1.00%	1.00%
Operating Budget Reserve											
Target (Number of Months of Reserve)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Operating Budget Execution Percentage											
Personal Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Cost of General Fund Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operations and Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%

FY 2021 Beginning Balances as of 10/1/2020 — Schedule 2

		Revenue Fund
Current Unrestricted Assets		
Cash and Cash Equivalents	$	1,302,664
Investments		109,597
Accounts Receivable, net		38,385
Prepaid Items		2,869
Total Assets	**$**	**1,453,515**
Current Liabilities		
Accounts and Claims Payable	$	(157,020)
Accrued Payroll and Related Liabilities		(20,458)
Compensated Absences		-
Calculated Fund Balance (Assets - Liabilities)	**$**	**1,276,037**
Plus/(Less): Prepaid Items		-
Net Unrestricted Fund Balance	**$**	**1,276,037**
Available Fund Balance	**$**	**1,276,037**

Projection of Cash Inflows

Schedule 3

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	**Rate Revenue Growth Assumptions**											
2	% Change in Revenue	N/A	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%
3	**Assumed Rate Revenue Increases**	N/A	4.50%	4.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
4	**Stormwater Rate Revenue**											
5	Charges for Public Svcs	$ 1,649,135	$ 1,730,148	$ 1,820,661	$ 1,888,407	$ 1,958,675	$ 2,031,557	$ 2,107,152	$ 2,185,559	$ 2,266,883	$ 2,351,234	$ 2,438,723
6	Penalties	1,003	-	-	-	-	-	-	-	-	-	-
7	Adjustment for Expected Credits[1]	(5,000)	-	-	-	-	-	-	-	-	-	-
8	Tax Certificates	100,000	100,000	105,232	109,147	113,209	117,421	121,790	126,322	131,023	135,898	140,955
9	**Total Stormwater Rate Revenue**	**$ 1,745,138**	**$ 1,830,148**	**$ 1,925,892**	**$ 1,997,555**	**$ 2,071,884**	**$ 2,148,978**	**$ 2,228,942**	**$ 2,311,881**	**$ 2,397,906**	**$ 2,487,132**	**$ 2,579,678**
10	**Non-Operating Income**											
11	Unrestricted Interest Income	$ 3,213	$ 2,845	$ 5,335	$ 6,489	$ 9,792	$ 7,664	$ 8,548	$ 8,130	$ 7,715	$ 7,300	$ 6,883
12	Other Misc Revenues	821	400	400	400	400	400	400	400	400	400	400
13	**Total Non-Operating Income**	**$ 3,213**	**$ 2,845**	**$ 5,335**	**$ 6,489**	**$ 9,792**	**$ 7,664**	**$ 8,548**	**$ 8,130**	**$ 7,715**	**$ 7,300**	**$ 6,883**
14	**Total Cash Inflows**	**$ 1,748,351**	**$ 1,833,393**	**$ 1,931,627**	**$ 2,004,443**	**$ 2,082,075**	**$ 2,157,042**	**$ 2,237,890**	**$ 2,320,410**	**$ 2,406,020**	**$ 2,494,832**	**$ 2,586,961**

[1] The City is implementing a new credit program and this revenue line item reflects the expected revenue adjustment for these credits, per City staff estimates. These estimates will be refined as the program develops.

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
		Personal Services											
1	423-3570-538.12-00	Regular Salaries & Wages	$ 345,347	$ 354,443	$ 365,076	$ 376,029	$ 387,309	$ 398,929	$ 410,897	$ 423,223	$ 435,920	$ 448,998	$ 462,468
2	423-3570-538.12-12	Regular Salaries & Wages	2,404	-	-	-	-	-	-	-	-	-	-
3	423-3570-538.14-00	Overtime	3,341	6,075	6,151	6,228	6,306	6,384	6,464	6,545	6,627	6,710	6,794
4	423-3570-538.20-00	Clothing/Shoe Allowance	600	600	618	637	656	675	696	716	738	760	783
5	423-3570-538.21-00	FICA Taxes	26,461	27,937	28,775	29,638	30,528	31,443	32,387	33,358	34,359	35,390	36,451
6	423-3570-538.22-00	Retirement Contributions	34,837	38,830	40,772	42,810	44,951	47,198	49,558	52,036	54,638	57,370	60,238
7	423-3570-538.23-00	Life/Health Insurance	7,488	7,581	7,808	8,043	8,284	8,532	8,788	9,052	9,324	9,603	9,891
8	423-3570-538.23-04	Medical/Rx Self Insured	101,710	101,307	109,412	118,164	127,618	137,827	148,853	160,761	173,622	187,512	202,513
9	423-3570-538.24-00	Worker's Compensation	49,116	47,871	50,265	52,778	55,417	58,187	61,097	64,152	67,359	70,727	74,264
10	423-3570-538.27-00	Cafeteria Plan	4,800	4,800	4,944	5,092	5,245	5,402	5,565	5,731	5,903	6,080	6,263
		Operating Expenses											
11	423-3570-538.31-00	Professional Services	$ 98,401	$ 99,550	$ 102,537	$ 105,613	$ 108,781	$ 112,044	$ 115,406	$ 118,868	$ 122,434	$ 126,107	$ 129,890
12	423-3570-538.31-01	Professional Services	500	500	515	530	546	563	580	597	615	633	652
13	423-3570-538.31-33	Professional Services	6,946	7,294	7,513	7,738	7,970	8,209	8,456	8,709	8,971	9,240	9,517
14	423-3570-538.34-00	Contract Services	44,979	47,000	48,410	49,862	51,358	52,899	54,486	56,120	57,804	59,538	61,324
15	423-3570-538.34-10	Cost of General Fund Services	180,770	178,749	184,826	191,111	197,608	204,327	211,274	218,457	225,885	233,565	241,506
16	423-3570-538.39-00	Contingency	233,133	235,077	90,954	93,228	95,558	97,947	100,396	102,906	105,479	108,116	110,819
17	423-3570-538.40-00	Travel & Per Diem	2,850	2,850	2,921	2,994	3,069	3,146	3,225	3,305	3,388	3,472	3,559
18	423-3570-538.41-00	Communication	2,232	2,076	2,128	2,181	2,236	2,292	2,349	2,408	2,468	2,529	2,593
19	423-3570-538.42-00	Postage & Freight	500	500	513	525	538	552	566	580	594	609	624
20	423-3570-538.43-00	Electric/Water/Sewer	18,240	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572
21	423-3570-538.44-00	Rentals And Leases	2,500	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,046	3,122
22	423-3570-538.45-00	Insurance	9,828	12,228	13,206	14,263	15,404	16,636	17,967	19,404	20,957	22,633	24,444
23	423-3570-538.46-00	Repairs & Maintenance	164,076	95,900	100,695	105,730	111,016	116,567	122,395	128,515	134,941	141,688	148,772
24	423-3570-538.46-03	Repairs & Maintenance	44,400	41,977	44,076	46,280	48,594	51,023	53,574	56,253	59,066	62,019	65,120
25	423-3570-538.47-00	Printing & Binding	1,000	500	513	525	538	552	566	580	594	609	624
26	423-3570-538.49-00	Other Charges & Oblig.	-	267	274	281	288	295	302	310	317	325	333
27	423-3570-538.51-00	Office Supplies	500	500	513	525	538	552	566	580	594	609	624
28	423-3570-538.52-00	Operating Supplies	12,751	11,564	11,853	12,149	12,453	12,764	13,084	13,411	13,746	14,090	14,442
29	423-3570-538.52-30	Operating Supplies	7,224	19,145	19,738	20,350	20,981	21,632	22,302	22,994	23,706	24,441	25,199
30	423-3570-538.52-33	Operating Supplies	3,528	3,528	3,704	3,890	4,084	4,288	4,503	4,728	4,964	5,212	5,473
31	423-3570-538.54-00	Membership/Publications	750	750	769	788	808	828	849	870	892	914	937
32	423-3570-538.55-00	Training	3,750	4,800	4,920	5,043	5,169	5,298	5,431	5,567	5,706	5,848	5,995
33	423-3570-538.56-15	It-Related Operating Exp	2,500	2,760	2,829	2,900	2,972	3,047	3,123	3,201	3,281	3,363	3,447
		Total Expenses by Category											
34	Personal Services		$ 576,104	$ 589,444	$ 613,820	$ 639,419	$ 666,312	$ 694,579	$ 724,304	$ 755,576	$ 788,490	$ 823,150	$ 859,665
35	Cost of General Fund Services		180,770	178,749	184,826	191,111	197,608	204,327	211,274	218,457	225,885	233,565	241,506
36	Operations & Maintenance		660,588	606,266	476,592	493,935	511,986	530,777	550,341	570,715	591,936	614,045	637,083
37	**Total Expenses**		**$ 1,417,462**	**$ 1,374,459**	**$ 1,275,239**	**$ 1,324,465**	**$ 1,375,907**	**$ 1,429,683**	**$ 1,485,919**	**$ 1,544,748**	**$ 1,606,312**	**$ 1,670,760**	**$ 1,738,254**
		Expense Execution Factors											
38	Personal Services		95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
39	Cost of General Fund Services		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
40	Operations & Maintenance		95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
		Total Expenses at Execution											
41	Personal Services		$ 547,299	$ 559,972	$ 583,129	$ 607,448	$ 632,997	$ 659,850	$ 688,089	$ 717,797	$ 749,066	$ 781,993	$ 816,682
42	Cost of General Fund Services		180,770	178,749	184,826	191,111	197,608	204,327	211,274	218,457	225,885	233,565	241,506
43	Operations & Maintenance		627,559	575,953	452,762	469,239	486,387	504,238	522,824	542,179	562,339	583,343	605,229
44	**Total Expenses at Execution**		**$ 1,355,627**	**$ 1,314,674**	**$ 1,220,718**	**$ 1,267,797**	**$ 1,316,992**	**$ 1,368,415**	**$ 1,422,187**	**$ 1,478,433**	**$ 1,537,290**	**$ 1,598,901**	**$ 1,663,417**
45	**Total Cash Outflows**		**$ 1,355,627**	**$ 1,314,674**	**$ 1,220,718**	**$ 1,267,797**	**$ 1,316,992**	**$ 1,368,415**	**$ 1,422,187**	**$ 1,478,433**	**$ 1,537,290**	**$ 1,598,901**	**$ 1,663,417**

Cost Escalation Factors

Schedule 5

Account Number	Expense Line Item Description	Inflation Factor	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
	Personal Services										
423-3570-538.12-12	Regular Salaries & Wages	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.20-00	Clothing/Shoe Allowance	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.23-00	Life/Health Insurance	Other Health Insurance	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.27-00	Cafeteria Plan	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Operating Expenses										
423-3570-538.31-00	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.31-01	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.31-33	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.34-00	Contract Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.34-10	Cost of General Fund Services	Gen Fund Composite O&M	3.62%	3.62%	3.62%	3.62%	3.62%	3.62%	3.62%	3.62%	3.62%
423-3570-538.40-00	Travel & Per Diem	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.41-00	Communication	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.42-00	Postage & Freight	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.43-00	Electric/Water/Sewer	EIA Electricity	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.44-00	Rentals And Leases	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.45-00	Insurance	Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.46-00	Repairs & Maintenance	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.46-03	Repairs & Maintenance	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.46-15	Insured Vehicle Accident	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.47-00	Printing & Binding	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.49-00	Other Charges & Oblig.	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.51-00	Office Supplies	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.52-00	Operating Supplies	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.52-30	Operating Supplies	EIA Fuels	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%
423-3570-538.52-33	Operating Supplies	Employee Health Center	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.54-00	Membership/Publications	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.55-00	Training	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.56-15	It-Related Operating Exp	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%

Capital Improvement Program

Schedule 6

	Project Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Vehicle #91 Vac-Con New Cab & Chassis	$ 190,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Annual Cured in Place Pipe Lining	71,578	-	-	-	-	-	-	-	-	-	-
3	Diamond Square Stormwater Drainage Improvement (Design Cost)	14,020	-	-	-	-	-	-	-	-	-	-
4	Floating Wetlands in City Stormwater Ponds	57,646	-	-	-	-	-	-	-	-	-	-
5	Bracco Pond Stormwater Facility Outfall Structure Weir Retrofit (Design Cost)	41,870	-	-	-	-	-	-	-	-	-	-
6	1 Replacement Dump Truck	-	-	160,000	-	-	-	-	-	-	-	-
7	Annual Curb & Gutter R&M Program	-	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
8	Annual Cured in Place Pipe Lining	-	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000
9	Bracco Pond Outfall Flowmeter	-	12,000	-	-	-	-	-	-	-	-	-
10	Fiske Blvd Complete Streets Roadway, and Sidewalk Improvements Phase 3 (SW)	-	1,581,000	-	-	-	-	-	-	-	-	-
11	Pipe Range Road Drainage Ditch	-	-	-	75,000	385,000	-	-	-	-	-	-
12	Riverfront Park Drain Field Improvements	-	-	40,000	-	-	-	-	-	-	-	-
13	US1 and Forrest Ave Stormwater Facility	-	-	-	-	-	120,000	-	-	-	-	-
14	Indian River Drive Baffle Box	-	-	-	30,000	-	300,000	-	-	-	-	-
15	2 Solar Bee Pond Aerators	-	-	-	45,000	45,000	-	-	-	-	-	-
16	Fairfax Lane Exfiltration Expansion	-	5,000	5,000	-	-	-	-	-	-	-	-
17	Bracco Pond Stormwater Facility Outfall Structure Weir Retrofit	-	75,000	-	-	-	-	-	-	-	-	-
18	DS CRA Drainage Improvements	-	250,000	-	-	-	-	-	-	-	-	-
19	Floating Wetlands in City Stormwater Ponds	-	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
20	Baffle Box Replacement at Riverfront Park	-	-	-	30,000	-	300,000	-	-	-	-	-
21	FORD F-150	-	-	-	-	24,300	-	-	-	-	-	-
22	FORD 350SD	-	-	79,500	-	-	-	-	-	-	-	-
23	International TYMCO 600X	-	-	-	-	258,000	-	-	-	-	-	-
24	Thompson Trailer Mounted Pump	-	42,120	-	-	-	-	-	-	-	-	-
25	Nissan Frontier King Cab 4WD	-	12,500	-	-	-	-	-	-	-	-	-
26	Unspecified	-	250,000	-	-	-	-	500,000	500,000	500,000	500,000	500,000
27	**Total CIP (in Current Dollars)**	**$ 375,114**	**$ 2,417,620**	**$ 524,500**	**$ 420,000**	**$ 952,300**	**$ 960,000**	**$ 740,000**	**$ 740,000**	**$ 740,000**	**$ 740,000**	**$ 740,000**
28	Cumulative Projected Cost Escalation[1]	0.0%	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%
29	**Total CIP (in Future Dollars)**	**$ 375,114**	**$ 2,417,620**	**$ 540,235**	**$ 445,578**	**$ 1,040,604**	**$ 1,080,488**	**$ 857,863**	**$ 883,599**	**$ 910,107**	**$ 937,410**	**$ 965,532**
30	Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
31	**Final CIP Funding Level**	**$ 375,114**	**$ 2,417,620**	**$ 540,235**	**$ 445,578**	**$ 1,040,604**	**$ 1,080,488**	**$ 857,863**	**$ 883,599**	**$ 910,107**	**$ 937,410**	**$ 965,532**

[1]CIP Escalation factors are consistent with the Engineering News Record Construction Cost Index.

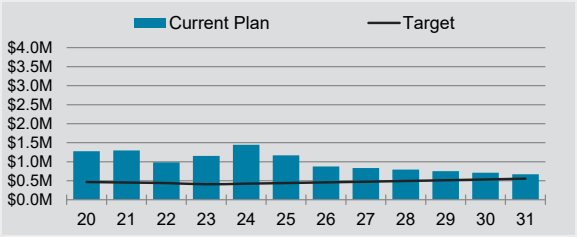
FAMS - Control Panel **Schedule 7**

FAMS Financial Analysis & Management System By Stantec | CITY OF COCOA, FL

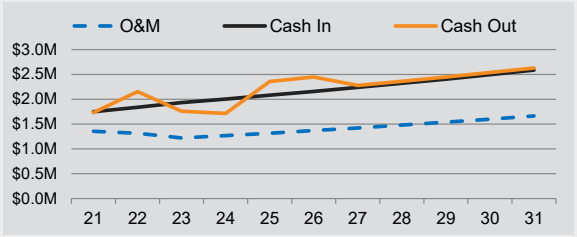
Stantec

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2026	FY 2031
Revenue Adjustment Plan	0.00%	4.50%	4.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	19.33%	38.33%
Tier 1 SFR Assessment	$78.43	$81.96	$85.65	$88.22	$90.86	$93.59	$96.40	$99.29	$102.27	$105.34	$108.50		
Tier 2 SFR Assessment	$120.67	$126.10	$131.77	$135.73	$139.80	$143.99	$148.31	$152.76	$157.35	$162.07	$166.93		
Tier 3 SFR Assessment	$209.97	$219.42	$229.29	$236.17	$243.26	$250.55	$258.07	$265.81	$273.79	$282.00	$290.46		
Annual $ Change (Tier 2)		*$5.43*	*$5.67*	*$3.95*	*$4.07*	*$4.19*	*$4.32*	*$4.45*	*$4.58*	*$4.72*	*$4.86*		

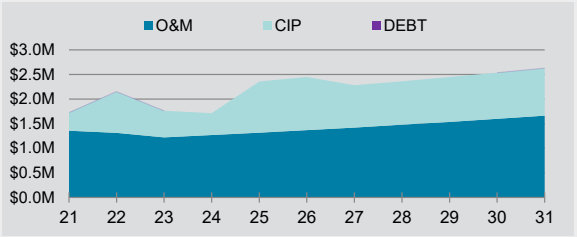
Operating Fund



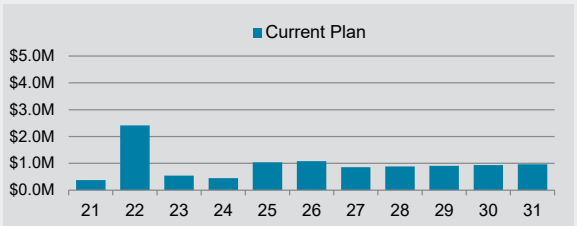
Revenues vs. Expenses



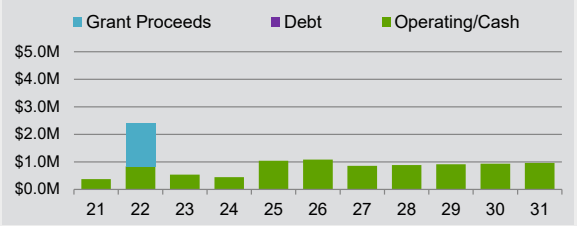
Expenses by Type



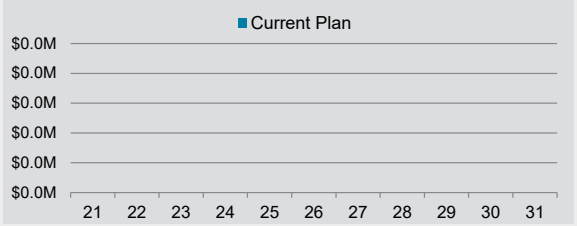
CIP Spending



CIP Funding



Borrowing



Pro Forma **Schedule 8**

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	**Operating Revenue**											
2	Stormwater Rate Revenue	$ 1,644,135	$ 1,644,135	$ 1,730,148	$ 1,820,661	$ 1,888,407	$ 1,958,675	$ 2,031,557	$ 2,107,152	$ 2,185,559	$ 2,266,883	$ 2,351,234
3	Change in Revenue From Growth	-	11,509	12,111	12,745	13,219	13,711	14,221	14,750	15,299	15,868	16,459
4	Tax Certificate Adjustment	-	-	-	-	-	-	-	-	-	-	-
5	Subtotal	$ 1,644,135	$ 1,655,644	$ 1,742,259	$ 1,833,405	$ 1,901,626	$ 1,972,386	$ 2,045,778	$ 2,121,902	$ 2,200,858	$ 2,282,752	$ 2,367,693
6	*Weighted Average Rate Increase*	*0.00%*	*4.50%*	*4.50%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*
7	Additional Rate Revenue From Rate Increase	-	74,504	78,402	55,002	57,049	59,172	61,373	63,657	66,026	68,483	71,031
8	Total Rate Revenue	$ 1,644,135	$ 1,730,148	$ 1,820,661	$ 1,888,407	$ 1,958,675	$ 2,031,557	$ 2,107,152	$ 2,185,559	$ 2,266,883	$ 2,351,234	$ 2,438,723
9	Plus: Tax Certificate Revenue	101,003	100,000	105,232	109,147	113,209	117,421	121,790	126,322	131,023	135,898	140,955
10	**Equals: Total Operating Revenue**	**$ 1,745,138**	**$ 1,830,148**	**$ 1,925,892**	**$ 1,997,555**	**$ 2,071,884**	**$ 2,148,978**	**$ 2,228,942**	**$ 2,311,881**	**$ 2,397,906**	**$ 2,487,132**	**$ 2,579,678**
11	**Less: Operating Expenses**											
12	Personal Services	$ (547,299)	$ (559,972)	$ (583,129)	$ (607,448)	$ (632,997)	$ (659,850)	$ (688,089)	$ (717,797)	$ (749,066)	$ (781,993)	$ (816,682)
13	Cost of General Fund Services	(180,770)	(178,749)	(184,826)	(191,111)	(197,608)	(204,327)	(211,274)	(218,457)	(225,885)	(233,565)	(241,506)
14	Operations & Maintenance Costs	(627,559)	(575,953)	(452,762)	(469,239)	(486,387)	(504,238)	(522,824)	(542,179)	(562,339)	(583,343)	(605,229)
15	**Equals: Net Operating Income**	**$ 389,511**	**$ 515,474**	**$ 705,174**	**$ 729,758**	**$ 754,892**	**$ 780,563**	**$ 806,755**	**$ 833,447**	**$ 860,616**	**$ 888,231**	**$ 916,261**
16	**Plus: Non-Operating Income/(Expense)**											
17	Interest Income	$ 3,213	$ 2,845	$ 5,335	$ 6,489	$ 9,792	$ 7,664	$ 8,548	$ 8,130	$ 7,715	$ 7,300	$ 6,883
18	Non-Operating Revenue	821	400	400	400	400	400	400	400	400	400	400
19	**Equals: Net Income**	**$ 393,545**	**$ 518,719**	**$ 710,908**	**$ 736,646**	**$ 765,083**	**$ 788,627**	**$ 815,704**	**$ 841,977**	**$ 868,730**	**$ 895,932**	**$ 923,544**
20	**Unrestricted Reserve Fund Test**											
21	Balance At Beginning Of Fiscal Year	$ 1,276,037	$ 1,294,468	$ 981,567	$ 1,152,241	$ 1,443,309	$ 1,167,789	$ 875,927	$ 833,768	$ 792,146	$ 750,770	$ 709,292
22	Cash Flow Surplus/(Deficit)	393,545	523,719	710,908	736,646	765,083	788,627	815,704	841,977	868,730	895,932	923,544
23	Projects Designated To Be Paid With Cash	(375,114)	(836,620)	(540,235)	(445,578)	(1,040,604)	(1,080,488)	(857,863)	(883,599)	(910,107)	(937,410)	(965,532)
24	**Balance At End Of Fiscal Year**	**$ 1,294,468**	**$ 981,567**	**$ 1,152,241**	**$ 1,443,309**	**$ 1,167,789**	**$ 875,927**	**$ 833,768**	**$ 792,146**	**$ 750,770**	**$ 709,292**	**$ 667,304**
25	Minimum Working Capital Reserve Target	451,876	438,225	406,906	422,599	438,997	456,138	474,062	492,811	512,430	532,967	554,472
26	**Excess/(Deficiency) Of Working Capital To Target**	**$ 842,592**	**$ 543,343**	**$ 745,335**	**$ 1,020,710**	**$ 728,791**	**$ 419,789**	**$ 359,706**	**$ 299,335**	**$ 238,340**	**$ 176,325**	**$ 112,831**

Capital Project Funding Summary

Schedule 9

Final Capital Projects Funding Sources	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Grant Proceeds	$ -	$ 1,581,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Revenue Fund	375,114	836,620	540,235	445,578	1,040,604	1,080,488	857,863	883,599	910,107	937,410	965,532
Total Projects Paid	**$ 375,114**	**$ 2,417,620**	**$ 540,235**	**$ 445,578**	**$ 1,040,604**	**$ 1,080,488**	**$ 857,863**	**$ 883,599**	**$ 910,107**	**$ 937,410**	**$ 965,532**

Funding Summary by Fund

Schedule 10

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Grant Proceeds											
Balance At Beginning Of Fiscal Year	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Revenues	-	1,581,000	-	-	-	-	-	-	-	-	-
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ -	$ 1,581,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	-	1,581,000	-	-	-	-	-	-	-	-	-
Amount Paid For Projects	-	(1,581,000)	-	-	-	-	-	-	-	-	-
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	-	-	-	-	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Revenue Fund											
Balance At Beginning Of Fiscal Year	$ 1,276,037	$ 1,294,468	$ 981,567	$ 1,152,241	$ 1,443,309	$ 1,167,789	$ 875,927	$ 833,768	$ 792,146	$ 750,770	$ 709,292
Net Cash Flow	393,545	523,719	710,908	736,646	765,083	788,627	815,704	841,977	868,730	895,932	923,544
Less: Cash-Funded Capital Projects	-	(54,620)	(246,685)	(47,741)	(357,650)	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 1,669,582	$ 1,763,567	$ 1,445,791	$ 1,841,147	$ 1,850,743	$ 1,956,416	$ 1,691,631	$ 1,675,745	$ 1,660,876	$ 1,646,701	$ 1,632,836
Less: Restricted Funds	(451,876)	(438,225)	(406,906)	(422,599)	(438,997)	(456,138)	(474,062)	(492,811)	(512,430)	(532,967)	(554,472)
Total Amount Available For Projects	$ 1,217,706	$ 1,325,343	$ 1,038,885	$ 1,418,548	$ 1,411,746	$ 1,500,277	$ 1,217,569	$ 1,182,934	$ 1,148,446	$ 1,113,735	$ 1,078,363
Amount Paid For Projects	(375,114)	(782,000)	(293,550)	(397,838)	(682,954)	(1,080,488)	(857,863)	(883,599)	(910,107)	(937,410)	(965,532)
Subtotal	$ 842,592	$ 543,343	$ 745,335	$ 1,020,710	$ 728,791	$ 419,789	$ 359,706	$ 299,335	$ 238,340	$ 176,325	$ 112,831
Add Back: Restricted Funds	451,876	438,225	406,906	422,599	438,997	456,138	474,062	492,811	512,430	532,967	554,472
Plus: Interest Earnings	3,213	2,845	5,335	6,489	9,792	7,664	8,548	8,130	7,715	7,300	6,883
Less: Interest Allocated To Cash Flow	(3,213)	(2,845)	(5,335)	(6,489)	(9,792)	(7,664)	(8,548)	(8,130)	(7,715)	(7,300)	(6,883)
Balance At End Of Fiscal Year	**$ 1,294,468**	**$ 981,567**	**$ 1,152,241**	**$ 1,443,309**	**$ 1,167,789**	**$ 875,927**	**$ 833,768**	**$ 792,146**	**$ 750,770**	**$ 709,292**	**$ 667,304**

Senior Lien Borrowing Projections

Schedule 11

			FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Term (Years)			30	30	30	30	30	30	30	30	30	30	30
Interest Rate			3.50%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Sources of Funds													
Par Amount			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Uses of Funds													
Proceeds			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cost of Issuance	2.00%	of Par	-	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve	1	Year(s) of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Total Uses			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Year Interest			-	-	-	-	-	-	-	-	-	-	-
Annual Debt Service			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Debt Service			-	-	-	-	-	-	-	-	-	-	-
Cumulative New Annual Senior Lien Debt Service[1]			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

[1]Reflects interest-only payment due in year of issuance.

CITY OF COCOA, FLORIDA

STORMWATER ASSESSMENT
PRELIMINARY ASSESSMENT RESOLUTION

RESOLUTION NO. 2021-072

ADOPTED AUGUST 10, 2021

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RESOLUTION No. 2021-072

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO STORMWATER SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 10-2019 WITHIN THE ENTIRE AREA OF THE CITY TO FUND STORMWATER SERVICES, FACILITIES AND PROGRAMS; ESTABLISHING STORMWATER ASSESSMENT RATES FOR CITY FISCAL YEAR 2021/2022; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED SPECIAL ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 10-2019, Sections 166.021, 166.041, 197.3632, and 403.0893, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Preliminary Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the stormwater services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa Stormwater Rate Study – Final Report prepared by Stantec Consulting Services, Inc., dated August 26, 2019, as updated by Stantec Consulting Services, Inc. on August 20, 2020 and as updated by Stantec Consulting Services, Inc. on August 10, 2021.

"Assessment Ordinance" means City Ordinance No. 10-2019, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Stormwater Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. In addition and supplemental to the findings adopted by the City Council in Ordinance No. 10-2019, it is hereby ascertained, determined and declared as follows:

(A) Inadequate management of runoff from development in a watershed increases stormwater peak flows, volumes, and velocities, erodes and/or silts stream

channels, pollutes water, overloads existing drainage facilities, undermines floodplain management in downstream communities, reduces groundwater recharge, and threatens public health and safety. More specifically, stormwater runoff can convey pollutants into and cause higher velocities in receiving waters such as the Indian River Lagoon. The potential impacts of these pollutants and higher velocities include: (1) Changing natural ecosystems through sediment and pollutant deposits which affect the quantity and quality of flowing water, destruction of habitats, and loss of plant and animal life; (2) Posing significant health risks through increased bacteria; (3) Accelerating eutrophication of receiving waters by introducing excessive nutrient loads; (4) Increasing metal deposits creating toxicity for aquatic life; (5) Reducing oxygen levels because of oil, grease and organic matter; and (6) Affecting animal and plant life, adversely, due to changing temperatures of receiving waters.

(B) Uncontrolled stormwater runoff can increase the incidence of flooding and of floods that occur, endangering roads, aboveground and underground utility infrastructure, and other public and private property and human life.

(C) Altered land surfaces can change the rate and volume of runoff. These changes may result in the following: (1) increased urban runoff and pollutants to the natural environment; (2) increased flooding of private property; (3) degradation of safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) decreased use and

enjoyment of property; and (5) decreased property and rental value, marketability, and integrity of property.

(D) Every parcel of real property, both public and private, either uses or benefits from the maintenance of the City's stormwater system; and receives a special benefit from the City's stormwater system including the following: (1) reduced urban runoff and pollutants to the natural environment; (2) reduced flooding of private property; (3) improved safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) enhanced use and enjoyment of property; and (5) enhanced property and rental value, marketability, and integrity of property.

(E) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit received from the City's stormwater services, facilities and programs by all developed parcels with impervious surface, and has considered the applicable court decisions including Sarasota County v. Sarasota Church of Christ, Inc., 667 So. 2d 180 (Fla. 1995) (upholding stormwater special assessment on developed real property with impervious surfaces to fund stormwater utility services); State v. Sarasota County, 693 So. 2d 546 (Fla. 1997)(upholding stormwater special assessment on all developed property, with or without impervious surface); and Boca Raton v. State, 595 So. 2d 25 (Fla. 1992)(local governments are afforded deference in fairly apportioning costs under a special

assessment as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts).

(F) The conversion of natural land to developed land with impervious area results in increased stormwater runoff and numerous engineering and hydrologic studies have demonstrated that impervious area is the single most important factor contributing to the quantity and quality of stormwater runoff from a property. Thus, the use of impervious area has been demonstrated to be a simple, easy to understand approach that is a highly defensible basis to fairly and equitably apportion the costs of a municipal stormwater system to benefitting parcels for the stormwater assessment.

(G) The City expends substantial and measurable resources each year in providing stormwater services, facilities and programs to the public within the jurisdictional limits of the City.

(H) The City must generate and receive sufficient stormwater revenues to meet projected operating and capital expenditures of the City's stormwater utility, and the City Council has determined based on the recommendations contained in the Assessment Study, that the City should use a non- ad valorem assessment process as the primary method of funding the City's stormwater utility system.

(I) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a

portion of an essential service or improvement, such as stormwater services, facilities or programs, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(J) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Stormwater Assessments at a rate less than necessary to fund all or any specific portion of the Stormwater Assessed Costs. Costs incurred in providing stormwater services, facilities and programs not otherwise funded through Stormwater Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of properties, and the City may adjust and appropriate any budget allocation or expense otherwise funded by a special assessment, or in any combination thereof, and maintain the validity of the apportionment. The flexibility described above is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Stormwater Assessment exceed the maximum assessment rate

previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(K) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the distinct tiers or classes of apportionment allocation described herein. The tiers and classes, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(L) The apportionment among Tax Parcels of a portion of the City's annual budget for stormwater services, facilities and programs necessary for providing the stormwater protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(M) The benefits derived from the stormwater services, facilities and programs as to each Tax Parcel subject to the Stormwater Assessments equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(N) The City Council hereby finds and determines that the Stormwater Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding stormwater services, facilities and programs by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED STORMWATER ASSESSED COST.

(A) The estimated Stormwater Assessed Cost to be recovered through Stormwater Assessments for the Fiscal Year commencing October 1, 2021, is approximately $1.830 million. The Stormwater Assessed Cost will be funded through the imposition of Stormwater Assessments, as provided herein.

(B) The City Manager shall utilize the assessment rates associated with the single family residential Tier 1, Tier 2 and Tier 3, and non-single family residential Stormwater Assessments as described in this Preliminary Assessment Resolution in the preparation of the Preliminary Assessment Roll as provided in Section 2.02 of this Preliminary Assessment Resolution.

SECTION 2.02. ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a Preliminary Assessment Roll for Stormwater Assessments for the Fiscal Year commencing October 1, 2021, in the manner provided in

Section 2.03 of the Assessment Ordinance. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Stormwater Assessments hereunder. The City Manager shall apportion the estimated Stormwater Assessed Cost to be recovered through Stormwater Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Assessment Study which summarizes information and analysis related to the estimated amount of the Stormwater Assessed Cost to be recovered through the imposition of Stormwater Assessments, and the Preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment Roll be in printed form if the amount of the Stormwater Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m. or soon thereafter on September 14, 2021, in City Council Chambers of City Hall, 65 Stone Street, Cocoa, FL 32922, at which time the City Council will receive and consider any comments on the Stormwater Assessments from the public and affected property owners and consider imposing Stormwater Assessments and authorizing an alternative manner of collection.

SECTION 2.04. NOTICE BY PUBLICATION. The City Manager shall direct the publication of notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided by the Assessment Ordinance. The notice shall be published no later than twenty days before the hearing which is on or about August 24, 2021, in substantially the form attached hereto as Appendix A. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

SECTION 2.05. NOTICE BY MAIL, IF NECESSARY. To the extent that the City Manager determines that the mailing of notice of the public hearing authorized by Section 2.03 is required for certain Assessed Property, in the manner and time provided by the Assessment Ordinance, the notice shall be mailed no later than twenty days (August 24, 2021) before the hearing, in substantially the form provided in Appendix B of this Resolution. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

ARTICLE III

ASSESSMENTS

SECTION 3.01. STORMWATER ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Stormwater Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the

Assessment Ordinance and the Final Assessment Resolution to be adopted by the City Council at the public hearing to be held pursuant to this Article III.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Stormwater Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Stormwater Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Stormwater Assessments authorized by this Resolution. The City Manager is hereby authorized and directed to prepare a Preliminary Assessment Roll for Fiscal Year 2021-2022 based on the following rate schedule:

FY 2022 Assessment Rates for Single Family Parcels (up to three units)			FY 2022 Assessment Rate for Non-Single Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$81.96	$126.10	$219.42	$126.10 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the City's stormwater system is di minimus. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed into one of three tiers mentioned herein based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table above. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel). The annual fee assessed to each parcel is then determined by multiplying $126.10 (as presented in the table above), which represents the stormwater assessment per ERU, by the number of ERUs for each non single-family parcel.

(B) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A). More specifically, the annual assessment will be increased by 4.5% in Fiscal Year 2023 and 3.0% each year thereafter that the assessment

is levied up to a maximum assessment rate of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single family parcels that are not subject to the tiered assessment.

(C) The amount of the annual Stormwater Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with the collection and administration of the Stormwater Assessments each year.

(D) It is hereby ascertained, determined, and declared that the method of determining the Stormwater Assessments as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Stormwater Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Stormwater Assessments shall be utilized for the provision of stormwater services, facilities and programs. In the event there is any fund balance remaining at the end of the 2021-22 Fiscal Year, such balance shall be carried forward and thereafter used only to fund stormwater related services, facilities, and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Stormwater Assessments for the 2021-22 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Stormwater Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Stormwater Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, parcels that are undeveloped land with no impervious surface are not assessed for the portion of the parcels that are undeveloped as those portions do not

receive material benefit from City stormwater services, facilities and programs and those portions are considered to be exempt from the Stormwater Assessments. However, one parcel with a 9105 land use code will be assessed because of impervious surface related to a building on the parcel.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or assessable Tax Parcels are not subject to the Stormwater Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Stormwater Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 3.07 CREDITS.

(A) Parcels that engage in onsite stormwater management may receive a credit on their Stormwater Assessment in order to recognize the benefit of the activity to reduce the volume of stormwater leaving the properties, or enhance the quality of the runoff, thereby, reducing the burden on the City's stormwater system. The intent and purpose of the credit is to maintain equity for property owners with onsite stormwater management because such property owners have invested in measures to reduce

stormwater runoff from their property and therefore reducing the effort required by the City to manage their stormwater runoff.

(B) In order for a property owner to obtain a credit, the property owner must demonstrate a specified reduction of stormwater to the City's stormwater system from the property by providing onsite attenuation for a minimum storm event required by the St. Johns River Water Management District, pursuant to applicable law.

(C) Application and eligibility requirements to obtain a credit shall be determined by written administrative policy approved by the City Manager, provided such policy shall be consistent and not in conflict with this Resolution, and supported by a written technical memorandum prepared by the City's stormwater assessment consultant evidencing a fair and equitable method of determining the applicable credit.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 10th day of August, 2021.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

Attest:

By: _____
Carie Shealy, MMC, City Clerk

Appendix A

To Be Published on or before August 24, 2021

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs to properties within the City pursuant to Ordinance 10-2019 previously adopted by the City Council in 2019. The proposed updated rates will not exceed the maximum ERU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Stormwater Assessment and will not be in addition to the current Stormwater Assessment.

The public hearing will be held on September 14, 2021, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Preliminary and Final Assessment Resolutions and receiving public comment on the proposed assessment. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to attend and speak at

the hearing and to file written objections and/or comments with the City Council.

Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2022 is estimated to be approximately $1,830,000. For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for properties with government ownership, public roads and rights-of-way, vacant parcels, railroad tracks, certain educational establishments, bona-fide agricultural operations, parcels with less than 400 square feet of impervious surface, and such other exempt properties determined by lawful action of the City Council. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel. The annual fee assessed to each parcel is then determined by multiplying $126.10 (as presented in the table below), which represents the stormwater assessment per ERU, by the

number of ERUs for each non-single-family parcel.

FY 2022 Assessment Rates for Single Family Parcels (up to three units)			FY 2022 Assessment Rate for Non-Single Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$81.96	$126.10	$219.42	$126.10 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater user fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 4.5% in Fiscal Year 2023 and 3.0% each year thereafter that the assessment is levied up to a maximum assessment of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2022 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount will include expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when

employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing. If you have any questions, please contact, out Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.

[INSERT MAP OF THE CITY OF COCOA]

CITY COUNCIL
CITY OF COCOA, FLORIDA

Appendix B

NOTICE OF PUBLIC HEARING TO ADOPT THE FINAL ASSESSMENT RESOLUTION FOR THE COLLECTION OF STORMWATER NON-AD VALOREM ASSESSMENTS
******THIS IS NOT A BILL******

[Insert Mailing Date]

[Owner1 - Col AB]
[Owner2 - Col AC]
[MailAddressLine1 - Col AE]
[MailCity - Col AG], [MailState - Col AH] [MailZip5 - Col AK]

CITY OF COCOA Tax ID : [TaxAcct - Col A]
[LocAddressFormatted - Col Y]

Dear Property Owner:

The City of Cocoa (the "City") is hereby providing notice that an annual non-ad valorem assessment to pay a portion of the annual stormwater costs may be levied against your property for the fiscal year commencing October 1, 2021 ("Fiscal Year 2022"), and each fiscal year thereafter, as required by Section 197.3632, Florida Statutes.

The Public hearing is scheduled for September 14, 2021 at 6:00 P.M at 65 Stone Street, Cocoa, Florida, in the City Council Chambers to receive public comment on the proposed non-ad valorem assessments. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to appear at either hearing and to file written objections with the City within twenty days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, at least 48 hours in advance of the meeting at 321-433-8484.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2022 is estimated to be $1,830,000.00. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels were placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below.

FY 2022 Assessment Rates for Single Family Parcels (up to three units)		
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$81.96	$126.10	$219.42

For non-single family parcels, each parcel was assigned a number of Equivalent Residential Units (ERUs) that was calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a Single Family parcel). The annual assessment to each parcel was then determined by multiplying $126.10 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non single-family parcel.

FY 2022 Assessment Rate for Non-Single Family Parcels
$126.10 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

The FY 2022 Assessment for this parcel will be as follows:

Tier if single-family: [Tier Structure - Col L]
Billed ERUs if non-single family: [ERUs - Col M]
Annual Assessment Amount: $[Net Fee - Col P] (Includes mitigation credit of [Credit – Col O]

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in the Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 4.5% in Fiscal Year 2022 and 3.0% each year thereafter that the assessment is levied up to a maximum assessment for single family parcels (including up to three dwelling units) of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3, and a maximum assessment rate of $157.06 per ERU for non-single family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2022 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount includes expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and was be adjusted to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the hearing on September 14, 2021 (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions regarding your stormwater assessment, please contact the Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.

*******DO NOT SEND PAYMENT - THIS IS NOT A BILL*******

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-535

File ID:	21-535	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	08/03/2021
Subject:				**Final Action:**	

Title: Informational Item Only

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	July 2021 Calls for Service By Incident Type Report.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	sbyrd@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

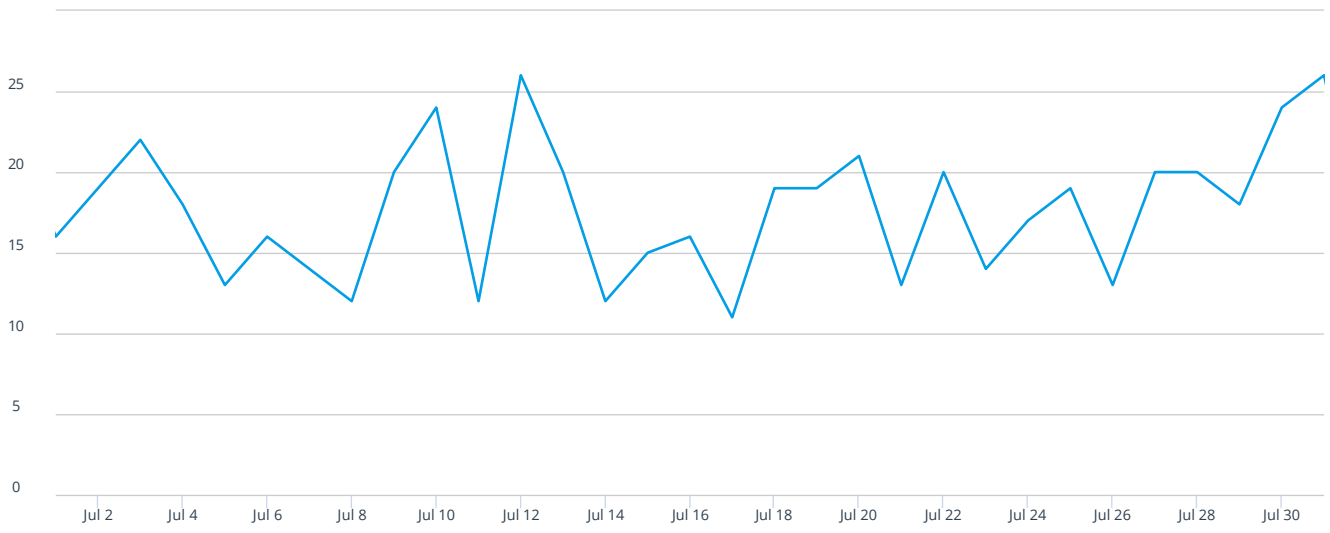
Custom Jul 1, 2021 - Jul 31, 2021

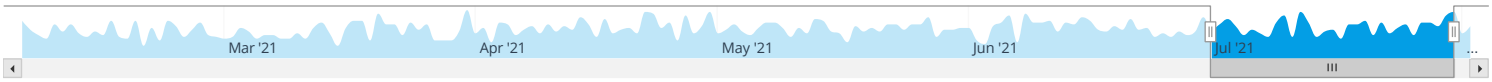
26%
FIRE
Percentage of Total Incidents

72%
EMS
Percentage of Total Incidents

549
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	7/4/21	7/11/21	7/18/21	7/25/21	8/1/21	8/8/21	8/15/21	8/22/21	8/29/21	9/5/21	9/12/21	9/19/21	9/26/21	Total
(11) Structure Fire		2	1	1	1									5
(13) Mobile property (vehicle) fire				1										1
(15) Outside rubbish fire		1	1		1									3
(16) Special outside fire			1											1
(30) Rescue, emergency medical call (EMS), other	1	6	1	3	2									13
(31) Medical assist	4	1	1	2	3									11
(32) Emergency medical service (EMS) incident	51	72	75	88	87									373
(41) Combustible/f.. spills & leaks	1													1
(44) Electrical wiring/equipm. problem		2	1	2	1									6
(50) Service call, other		1												1
(51) Person in distress			1											1
(52) Water problem	1													1
(53) Smoke, odor problem			1											1
(55) Public service assistance	6	5	13	6	7									37
(60) Good intent call, other		1		2										3

362

Week Ending	7/4/21	7/11/21	7/18/21	7/25/21	8/1/21	8/8/21	8/15/21	8/22/21	8/29/21	9/5/21	9/12/21	9/19/21	9/26/21	Total
(61) Dispatched and canceled en route	5	7	14	15	9									50
(62) Wrong location, no emergency found	3	2	2	1	3									11
(65) Steam, other gas mistaken for smoke		1												1
(70) False alarm and false call, other	1	3	3	1	1									9
(73) System or detector malfunction	1	3			1									5
(74) Unintentional system/detect... operation (no fire)		2	2	1	2									7
NULL	1	2	2		3									8
Total	75	111	119	123	121									549

Computer Service Request (CSR) - City of Cocoa

CSR # _____

REQUESTOR'S NAME	REQUESTOR'S PHONE
Jessica Dovale	09/17/2020
REQUESTOR'S LOCATION (Dept…Address)	**TODAY'S DATE**
Finance 1510	9/17/20

MANAGERS SIGNATURE OF APPROVAL

Jessica Dovale Digitally signed by Jessica Dovale Date: 2020.09.17 13:10:34 -04'00'

PART 1: Type of Service(s) Requested (check all that apply): ☑ NEW ☐ Replacement

☑ Hardware
- ☐ 17" Monitor (City Standard)
- ☐ Printer Model: _____
- ☐ Mouse
- ☐ Standard Keyboard
- ☐ Workstation (City Standard)
- ☐ Laptop (City Standard)
- ☑ Other; Specify: AdComp Kiosk as outlined on agenda
- ☐ Surveillance Equip; Specify: _____

☐ Software
- Product Name: _____
- Use: _____
- To be loaded on the following workstation (one per CSR) _____

☐ Network Connection
- Location _____ User: _____

☐ Relocate / Setup Equipment
- Type: _____
- Location: _____
- Date of Relocation: _____

PART 2:

For all purchase requests, Account # to be charged: 001-1510-536.64-15

Grant purchase must include Grant name and HTE Grant #: _____

PART 3: Telephone Service Request:

If a list of charges is needed, please request from the Help Desk

New Telephone Line: User _____ Location _____

Existing Telephone Service Change Request _____

(enter detail below - i.e. additional services such as voicemail, call forwarding, etc or telephone line relocation)

Utility kiosk to secure payments by cash, check, credit card 24/7 on the exterior wall of City Hall. See agenda 20-568

IT MANAGER APPROVAL: Jessica Dovale Digitally signed by Jessica Dovale Date: 2020.09.17 13:10:34 -04'00'

Revised 6/19/17

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Fire	**DIVISION:** Fire
POINT OF CONTACT: Samuel Byrd	**PROJECT MANAGER:** Samuel Byrd
NAME OF GRANT: State of Florida Fire Decontamination Grant Project	
CFDA#/CFSA#: 43.013	**FUNDING AGENCY:** FL Div of State Fire Marshall
AMOUNT REQUESTED: $ 7,230	**GRANT DUE DATE:** 08/22/2021

PROJECT DESCRIPTION:

The State of Florida issued the RFP for the Florida Firefighter Cancer Decontamination Equipment Grant Program on July 6. They Opened this opportunity up to career departments on August 2. This grant will pay for the filters used in all three fire stations to pull and filter the exhaust from all apparatus.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 2,410	**TARGET DATE TO COUNCIL:** 08/10/2021
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** Upon Completion of Grant

WHAT ARE THE REPORTING REQUIREMENTS?

N/A

FUTURE REQUIREMENTS TO CONSIDER:

This is a reimbursement grant. Once the equipment is received and paid for, we can submit for reimbursement.

Jonathan Lamm — Digitally signed by Jonathan Lamm Date: 2021.08.03 09:50:27 -04'00'
Department Director

Anthony Hagan — Digitally signed by Anthony Hagan Date: 2021.08.03 09:55:11 -04'00'
Grants Administrator

Lora Howell — Digitally signed by Lora Howell Date: 2021.08.03 09:58:07 -04'00'
Deputy Finance Director

Rebecca Bowman — Digitally signed by Rebecca Bowman Date: 2021.08.03 15:03:45 -04'00'
Finance Director

Stockton Whitten — Digitally signed by Stockton Whitten Date: 2021.08.05 11:00:22 -04'00'
City Manager